

**OPERATING AGREEMENT
NO. D09-05
BETWEEN CALIFORNIA STATE UNIVERSITY
AND ASSOCIATED STUDENTS INC., CALIFORNIA STATE UNIVERSITY,
FULLERTON**

This agreement is made and entered into by and between the Trustees of the California State University by their duly qualified Chancellor (CSU) and the ASSOCIATED STUDENTS INC., CALIFORNIA STATE UNIVERSITY, FULLERTON, CALIFORNIA STATE UNIVERSITY, FULLERTON. The term of this agreement shall be January 1, 2023 through December 31, 2033.

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:

- 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:

1. Student Body Organization Programs which includes the operation of a Children's Center for the children of University students, faculty, and staff.
2. Student Union and Student Recreation Programs which includes the operation of facilities and provision of services and activities.

3. Loans, Scholarships, Grants-in-Aids, Stipends, and Related Financial Assistance
4. Externally Funded Projects Including Research, Workshops, Conferences, and Institutes
5. Instructionally related Programs and activities, including Agriculture, Athletics, Radio and Television Stations, Newspapers, Films, Transportation, Printing and other Instructionally Related Programs and Activities
6. Gifts, bequests, devises, endowments, trusts and similar funds
7. Public relations, fundraising, fund management, and similar development programs
8. Acquisition, development, sale, and transfer of real and personal property including financing transactions related to these activities
9. Accounting services and event functions for the Athletic Department, which are addressed in a separate agreement
10. Other functions requested by the State or University and agreed by the Auxiliary

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 2017-17).

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 (sections 26-27 of this Agreement). 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 not outlined in sections 26-27 of this Agreement 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 of those facilities.

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 tit.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.

Campus Designation of Authority to Auxiliary re: Administration of Grants and Contracts is attached as **Attachment 4**.

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:

Associated Students Inc., California State University, Fullerton
800 N. State College Blvd.
Fullerton, CA 92831
Attention: Executive Director

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:

California State University, Fullerton
2600 Nutwood Ave
Fullerton, CA 92831
Attention: Office of the President

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.

26. LEASE OF PREMISES

Pursuant to Education Code Section 89046 and Title 5, Section 42601, of the California Code of Regulations, Trustees lease to Auxiliary, and Auxiliary hires from Trustees, those certain premises including equipment therein, together with appurtenances, rights, privileges, and easements thereunto belonging or appertaining, on the campus of University, which is located in or near the City of Fullerton, County of Orange, State of California, see attached **Attachment 5**, area map.

The Titan Student Union is located on the west side of the California State University, Fullerton campus near the intersection of Student Union Drive and State College Boulevard.

The Student Recreation Center is located on the west side of the California State University, Fullerton campus immediately north of the Titan Student Union building and immediately east of the multi-level parking structure designated as State College Parking Structure.

The Children's Center is located on the west side of the California State University, Fullerton campus immediately west of the sports stadium.

In addition to the specific description of leased premises described herein, and as illustrated in the supporting lease boundaries map (**Attachment 5**), it is further understood, with respect to all the leased premises (i.e. Titan Student Union, Student Recreation Center, and Children's Center facility), that the physical perimeters of the leased areas include all hardscape walkways, landscape, irrigation systems, fencing, and site furniture, up to but not including curbing which abuts adjacent roadways. All roadways (including curbing, gutters, and storm drains) or other surface features outside the defined leased premises are the responsibility of the University and as such are excluded from the terms of this lease. Emergency telephone call stations, fire hydrants, road/traffic signs, campus directional signage systems or other similar surface features installed and maintained by the University within the defined grounds of the lease, are specifically excluded from the terms of this lease.

Those underground utilities which exclusively serve the leased premises (i.e. underground sewer from leased facilities, power, water and gas to leased facilities, etc.) are the responsibility of the lease holder, up to and including the point of connection with university maintained campus-wide utilities (which may be outside the established lease boundary). All underground utilities which support campus infrastructure beyond the leased premises (i.e. electrical power, main water lines, sewer, telephone, data lines, etc.), are the responsibility of the University, regardless of their location within or outside the leased premise.

The lease of the premises is subject to:

A. The use of the property for civil defense purposes or in the event of a State, CSU or national emergency.

B. Unanticipated need to meet the demands of the educational objectives of the CSU. The right to the use of any property included in this lease shall cease upon written notice by the CSU to Auxiliary that the property is needed for its exclusive use.

27. USE OF PREMISES

A. Auxiliary may occupy, operate, and use the leased property only in connection with the following functions and activities in accordance with the terms of this agreement:

- 1) Operating and maintaining for the students, faculty, staff, alumni, and guests of the campus the Titan Student Union, a student union facility, and associated student union activities including, but not limited to, the following: information desk and ticket sales, food service, games area including bowling and billiards, indoor and outdoor lounges and public gathering and seating areas, and conference center operation.
- 2) Conducting student body organization programs and services, and managing and/or providing a wide range of programs and activities including, but not limited to, the following: student government, student scholarships, student employment and volunteer opportunities, and educational, social, cultural, and entertainment events.
- 3) Operating and maintaining for the students, faculty, staff, alumni, and guests of the campus the Student Recreation Center and associated recreation center activities including, but not limited to, the following: weight and cardiovascular fitness equipment rooms, non-credit fitness instruction/training, multipurpose fitness rooms, activity courts, running track, rock wall and outdoor recreation offerings, swimming pool and instruction, intramural sports, summer camps, food service and fitness supply sales, and locker room operations.
- 4) Operating and maintaining for the students, faculty, staff, and community of the campus the Children's Center and associated early childhood education program.

B. Auxiliary shall use the leased property only for functions and activities that are consistent with the Functions established in Section 2 and guidelines and policies that have been or may hereafter be adopted by CSU.

C. The functions and activities listed in 27. A. 1-4 may be amended periodically to reflect the changing services and programs of the Auxiliary.

28. CONSIDERATION

A. Auxiliary shall operate as an auxiliary organization as set forth in this agreement.

B. Auxiliary shall manage and operate the student union facilities in accordance with the bond indenture, the policies of the CSU, Campus, this agreement, and for the benefit of Campus.

29. APPLICATION OF STUDENT UNION AND ASSOCIATED STUDENT BODY FEES

A. Pursuant to the CSU Systemwide Revenue Bond program, retirement of the debt incurred by CSU for the construction of the student union, student recreation center, child care center, or other auxiliary operated facility is to come from a mandatory student union or associated student body fee to be paid by all enrolled students. After required funds have been set aside for debt service and all reserves, CSU agrees to make available to Auxiliary a portion of any remaining funds, as authorized by Education Code, Section 90076. CSU agrees to transfer such funds, if any, in the Student Union Net Revenue Fund or other relevant fund account and/or applicable Trust Fund account, in the following circumstances:

- 1) Auxiliary shall be entitled to a transfer of funds as required for operating purposes. The transfer for operating purposes will be based on needs as shown in the operating budget and approved by the campus' Chief Financial Officer or designated staff subject to the availability of such funds.
- 2) Additional transfers of revenue may be made for extraordinary expenses as requested by Auxiliary and approved by the campus' Chief Financial Officer or designated staff, subject to the availability of funds.

B. This Section shall be subject to and construed in conformity with the Indenture of the Trustees of the CSU adopted April 1, 2002 authorizing the issuance of Systemwide Revenue Bonds and made a part of this agreement.

30. BUILDINGS, SIGNS, FIXTURES, AND EQUIPMENT

During the term of this Agreement, Auxiliary shall have the right to erect, place, and attach buildings, fixtures, signs, and equipment in and upon the leased property. Plans and working drawings for buildings to be placed on the leased land shall have prior approval of CSU. The number, size, and location of signs are subject to prior written approval of the Campus. Fixtures, signs, and equipment so erected, placed, or attached by the Auxiliary shall be and remain the property of the Auxiliary and may be removed there from by the Auxiliary prior to the termination of this lease.

31. ALTERATIONS

The leased premises shall not be altered or changed in any manner or respect without the written consent of the Campus, and changes that may be authorized shall be made under

the direction of the Campus and at the expense of Auxiliary. Permanent alterations shall have prior approval of Campus.

32. RIGHT OF ENTRY

It is understood and agreed that at any time CSU and its agents shall have the right to enter the leased premises or any part thereof for the purpose of examination or supervision.

Care, maintenance, and repair of the leased property shall be provided as follows:

A. Care and Maintenance: Auxiliary agrees to keep and maintain the leased property in a clean and orderly condition and shall at its own expense, at reasonably frequent intervals, and in a lawful manner dispose of all waste from the leased property.

B. Repairs: Auxiliary agrees to keep the leased premises in good repair.

33. RESTORATION OF PREMISES

Upon termination of this lease, CSU shall have the option to require Auxiliary, at its own expense and risk, to restore the demised premises as nearly as possible to the condition existing prior to the execution of the lease, with the exception of normal wear and tear.

But, if Auxiliary shall fail to do so within 90 days after CSU's option, CSU may restore the property at the risk of the Auxiliary and all costs and expenses of such removal or restoration shall be paid by Auxiliary upon demand of State. CSU shall have the right to exercise this option within 30 days after the expiration of this lease, but not thereafter.

34. MORTGAGES

Auxiliary shall not have the right to subject this lease to any mortgage, trust deed, or other security device without the written consent of CSU.

35. POSSESSORY INTEREST

The County Assessor may value the possessory interest created by this lease, or any subleases. Under California Revenue and Taxation Code section 107, a property interest tax may be levied on that possessory interest. The lessee is obligated to pay this property tax, and failure to do so may be considered a material breach of the lease."

36. ASSIGNMENTS OR SUBLEASE

Auxiliary shall not assign or sublease any part of the premises covered by this lease without the written permission of CSU.

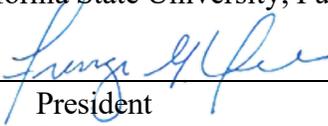
CSU agrees, however, that Auxiliary may sublease any portion of the premises with the approval of the Campus. Substantial deviation from CSU's policy and model sub-leases requires the approval of the Campus.

Subleases may be written with terms in excess of this agreement: however, the continuation of the sublease past the term of this Agreement is contingent on this Agreement's renewal.

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

Approved on: 10/10/2022

California State University, Fullerton

By 

President
Framroze Virjee

Executed on: 10/07/2022

Associated Students Inc., CSUF

By 

Dave Edwards (Oct 7, 2022 11:08 PDT)
Executive Director
Dave Edwards

Executed on: Oct 19, 2022

California State University
Office of the Chancellor
Contract Services and Procurement

By 

POLICY CONCERNING BOARD OF DIRECTORS OPERATIONS

PURPOSE

The following policy has been established in order for the members of Associated Students Inc. (ASI) Board of Directors (Board) to better serve their respective student constituencies and to make sure each member of the Board performs the duties of their position in a thoughtful and responsible manner. ASI is committed to promoting the highest standards of ethical conduct in the performance of its mission. The policy includes expected conduct of Board members, responsibilities and duties of Board members, and an overview of committee and meeting operations.

POLICY CONCERNING BOARD OF DIRECTORS OPERATIONS.....	1
PURPOSE	1
WHO SHOULD KNOW THIS POLICY	2
DEFINITIONS	2
STANDARDS	3
1. BOARD CONDUCT	3
a. Non-Conflict of Interest	3
b. Ethics	3
c. Fraud	4
d. Whistleblower Protection.....	5
e. Due Care.....	6
2. TERM OF OFFICE	7
3. RESPONSIBILITES OF THE BOARD.....	7
a. Director Duties and Responsibilities.....	7
b. Appointments.....	8
c. Attendance.....	8
d. Contracts	8
4. COMPOSITION AND DUTIES OF COMMITTEES.....	9
a. General Composition of Committees	9
b. Director Membership on Committees.....	9
c. Audit Committee	9
d. Finance Committee	10
e. Governance Committee	10
f. Children’s Center Advisory Committee	11
g. Facilities Committee.....	12
h. Programs Assessment Committee.....	12
5. BOARD LEADERSHIP	12

a. Chair 12

b. Vice Chair 13

c. Treasurer 14

d. Secretary 15

6. AGENDAS FOR BOARD MEETINGS..... 15

7. PUBLIC SPEAKING TIME 15

8. REGULAR MEETINGS 16

a. Consent Calendar 16

9. CLOSED MEETINGS..... 17

10. SPECIAL MEETINGS..... 17

11. EMERGENCY SITUATIONS AND EMERGENCY MEETINGS..... 17

12. SPECIAL ASI PARKING PRIVILEGES 18

13. CHANGES MADE TO THE ASI BYLAWS AND POLICIES 18

WHO SHOULD KNOW THIS POLICY

- | | |
|--|---|
| <ul style="list-style-type: none"> <input type="checkbox"/> Budget Area Administrators <input checked="" type="checkbox"/> Management Personnel <input checked="" type="checkbox"/> Supervisors <input checked="" type="checkbox"/> Elected/Appointed Officers | <ul style="list-style-type: none"> <input type="checkbox"/> Volunteers <input type="checkbox"/> Grant Recipients <input checked="" type="checkbox"/> Staff <input checked="" type="checkbox"/> Students |
|--|---|

DEFINITIONS

For Purpose of this policy, the terms used are defined as follows:

Terms	Definitions
Conflict of Interest	Any involvement financially, through an employment or family connection, with any business, firm, vendor, and/or service doing business with the corporation.
Fraud	The intentional use of deceit, a trick or some dishonest means to deprive another of their money, property or legal right
Defalcation	The withholding or misappropriating funds held for another or failing to make a proper accounting
Corruption	The offering, giving, soliciting, or accepting of an inducement or reward that may improperly influence the action of a person or entity.
Misappropriation	The intentional, illegal use of the property or funds of another person for one’s own use or other unauthorized purpose, particularly by a public official, a trustee or a trust, an executor or administrator of a dead person’s estate or by any person with a responsibility to care for and protect another’s asset.
Forgery	The crime of creating a false document, altering a document, or writing a false signature for the illegal benefit of the person making the forgery.

STANDARDS

1. BOARD CONDUCT

a. Non-Conflict of Interest

In accordance with California Education Code, Sections 5230, 5233, 89906, 89907, 89908 and 89909, all ASI Board of Directors members must submit a Certification of Non-Conflict of Interest Statement as outlined below:

I have read California Education Code Sections 5230, 5233, 89906, 89907, 89908 and 89909, and I am not involved financially, through employment or family connections, with any business, firm, vendor, and/or service bureau doing business with this corporation.

Should I find in some future contractual matter before the Board of Directors that there may be the potential of a conflict of interest, I shall disclose that potential conflict and abstain from voting, as prescribed in Education Code, Section 89907.

This Non-Conflict of Interest Statement shall be submitted at the time a member assumes their official duties. Statements shall be retained in the ASI Administrative Office.

b. Ethics

Introduction

This code will serve as a minimum guide for ethical conduct and provide guidance and direction for all officers, directors, employees, and volunteers of ASI (collectively referred to herein as members or member) in the performance of their duties or in any context in which they are perceived as representing ASI.

Laws and Regulations

All members must comply with applicable laws and regulations governing the operation of ASI. This includes, but is not limited to, federal, state, county and municipal laws, the California Code of Regulations, the California Education Code, campus regulations of California State University Fullerton, and the Office of the Chancellor, California State University.

Conflict of Interest

Members must avoid conflicts of interest. Business decisions must be made objectively on the basis of price, quality, service and other competitive practices. To avoid any potential influence from existing or potential vendors and customers, members are prohibited from accepting gifts, from vendors, suppliers, and customers, of more than token value.

Members transacting business or entering into contracts on behalf of ASI must not have any interest, financial or personal, in those transactions or contracts. Should a member have an interest in an organization with who the ASI transacts business, the member must recuse themselves from any negotiation, authorization, or approval of such transactions.

In addition, ASI Executive Officers and members of ASI governing boards must comply with conflict of interest regulations as defined in ASI Policy.

Members must not be employed outside ASI where the outside employment impairs their ability to conduct ASI business because of conflicts of interests and competing interests.

Anti-discrimination Policy

Members must not take actions that discriminate against anyone on an unlawful basis, including gender, race, religion, color, national origin, sexual orientation, medical condition, age, physical or mental disability, marital status or family leave status.

Public Disclosures

If members in the course of their duties are called to make public disclosures to any governmental agency, under no circumstances can statements be made that are untrue, or omit or misstate material facts.

If public disclosures are made to the press, members must seek to insure that the statements are clear and understandable and not misleading.

All official business of ASI done on a personal device may be subject to subpoena.

Confidentiality

Members must protect ASI confidential information and not divulge such to anyone except on a need-to-know basis. Members are expected to keep in confidence such information that would be considered confidential even if not clearly marked. This would include, but not be limited to, personal addresses, social security or other identification numbers, payroll records, performance evaluations, and/or personal information. All members must refrain from using personal devices to relay confidential information.

Respect

Members must work effectively with coworkers, customers and others by sharing ideas in constructive and positive manner; listening to and objectively considering ideas and suggestions from others, keeping commitments, keeping others informed of work progress, timetables and issues, addressing problems and issues constructively to find mutually acceptable and practical business solutions, addressing others by name, title or other respectful identifier and respecting the diversity of our work force in actions, words and deeds. Members must be able to work effectively within a complex organizational setting and a multi-cultured campus environment. Members must be able to establish and maintain effective, cooperative, and harmonious relationships with students, staff, co-workers, faculty, alumni and the general public.

Fair Dealing

Behind any code of ethics is the concept of fair dealing. As a guiding principle, members must respect and deal fairly with customers, suppliers, vendors, contractors, co-workers, and the general public. In the course of conducting ASI business, members must not take advantage of others by misrepresentation, concealment, misuse of confidential and privileged information, or any other practice of unfair dealing.

Members must not disclose a vendor's pricing or business activities to competitors. In the course of business, all members must refrain from any practice that could constitute unfair dealing. At all times, members must be accurate and truthful in all their dealings with vendors, suppliers, and customers and be careful to accurately represent the services and products of ASI.

c. Fraud

ASI policy on fraud is established to prepare procedures that will protect ASI, its employees, and assets against losses stemming from illegal activities. ASI has a zero tolerance policy regarding such activities. ASI forbids the commission of any illegal activity by an officer, director, employee, or volunteer of ASI (collectively referred to herein as members or member).

The management of ASI is responsible for the establishment of procedures designed to prevent and detect fraudulent activity, including but not limited to fraud, defalcation, misappropriation, forgery, and corruption.

Reporting Responsibility

Each member of the management team will be familiar with the types of improprieties that might occur within their area of responsibility, and be alert for any indication of irregularity.

In the event a member detects or suspects fraudulent activity, that member must immediately report this to the Executive Director. The Executive Director will inform the ASI Board of Directors and the CSUF Director of Internal Auditing within twelve hours once the incident is brought to their attention.

In the event a member detects or suspects fraudulent activity on the part of the Executive Director, that member must immediately report this to the University Risk Manager.

Any reprisal against any individual reporting violations of this policy is prohibited. Any cover-up of a suspected incidence or retaliation in any form against witnesses is also prohibited.

Investigating Suspected Fraud

The Executive Director or designee in an investigation of fraud will have:

- Free and unrestricted access to all ASI records and premises, whether owned or rented
- The authority to examine, copy, and/or remove all or any portion of the contents of files, desks, cabinets, and other storage facilities on the premises without prior knowledge or consent of any individual who might use or have custody of any such items or facilities when it is within the scope of the investigation.

Any information received by ASI in the course of an investigation will be treated in confidentiality. As such, any employee should notify the Executive Director (or CSU Fullerton Risk Manager, in the case of suspected fraudulent activity by the Executive Director) and not engage a suspected individual or conduct a personal investigation.

Information discovered during the course of an investigation will be disclosed or discussed only with individuals on a need-to-know basis. Confidentiality must be enforced to avoid damaging the reputations of persons under suspicion who are found innocent of wrongdoing.

No information concerning the status of an investigation will be given out. The proper response to any inquiry is, "I am not at liberty to discuss this matter." Under no circumstances should any reference be made to "the allegation," "the crime," "the fraud," "the forgery," "the misappropriation," or any other specific reference.

Upon completion of the investigation, the Executive Director will file their report with the CSU Fullerton Director of Internal Auditing and the ASI Board of Directors.

Decision to prosecute or refer the matter to law enforcement officials will be made in conjunction with legal counsel, ASI Executive Director, and the CSU Fullerton Director of Internal Auditing.

Termination

If an investigation results in a recommendation to terminate the employment of an individual, the recommendation will be reviewed for approval by ASI Human Resources and legal counsel. The policy will be reviewed annually and revised as needed.

d. Whistleblower Protection

ASI policies on Ethics and Fraud require directors, officers, employees and volunteers (members) to observe high standards of business and personal ethics in the conduct of their duties and responsibilities. All members of the organization must practice honesty and integrity in fulfilling their responsibilities.

Reporting Responsibility

It is the responsibility of all members to comply with the policies and to report violations or suspected violations in accordance with this Whistleblower Policy. ASI encourages initial reporting to occur internally to allow for expeditious resolution of all such matters and to minimize the effects of improper actions.

Reporting Violations

The Whistleblower Policy addresses the organization's open-door policy and suggests that members share their questions, concerns, suggestions, or complaints with someone who can address them properly. In most cases, a member's supervisor is in the best position to address an area of concern. However, if the member is not comfortable speaking with their supervisor or is not satisfied with their supervisor's response, then they must speak to the Director of Human Resources. The supervisor and/or Director, Human Resources is required to report this notification to the Executive Director upon receipt. The Executive Director or designee will conduct an investigation of the reported concern. In the event that a concern involves fraud, then it must be directly reported to the Executive Director who has the responsibility to investigate all reported violations of policies.

Handling of Reported Violations

The Executive Director will notify the sender and acknowledge receipt of the reported violation or suspected violation within one business day. All reports will be promptly investigated and appropriate corrective action will be taken if warranted by the investigation. If the concern involves an incident of suspected fraud, defalcation, or other irregularity concerning corporate assets, the Executive Director will notify the Chair of the Audit Committee, Chair of the Board of Directors, and the CSUU Fullerton Director of Internal Audit in writing within twelve hours of receipt and work with the ASI Audit Committee until such matter is resolved. All concerns involving the Executive Director shall be directly reported to the CSU Fullerton Risk Manager.

No Retaliation

No member, who in good faith reports a violation of the policies, shall suffer harassment, retaliation, or adverse employment consequence. A member who retaliates against someone who has reported a violation in good faith is subject to discipline up to and including termination of employment. This Whistleblower Policy is intended to encourage and enable members to raise serious concerns within the organization prior to seeking resolution outside the organization.

Acting in Good Faith

Anyone filing a complaint concerning a violation or suspected violation of the policies must be acting in good faith and have reasonable grounds for believing the information disclosed indicated a violation of the Policies. Any allegations that prove to have been made maliciously or knowingly to be false will be viewed as a serious disciplinary offense.

Confidentiality

Violations or suspected violations may be submitted on a confidential basis by the complainant or may be submitted anonymously. Reports of violations or suspected violations will be kept confidential to the extent possible, consistent with the need to conduct an adequate investigation.

e. Due Care

A Director or Executive Officer will be entitled to rely on information, professional opinions, reports or statements, including financial statements and other financial data, in each case prepared or presented by:

- ASI staff;
- Legal counsel;
- Independent accountants; or
- A committee upon which the board member does not serve.

2. TERM OF OFFICE

Directors shall serve a one-year term, following the general election shall commence June 1 and end the following May 31. Directors elected to fill avacancy shall serve the remainder of the original term.

Resignation of a Director

In the event a Director should resign, a written notice of resignation must be submitted to Chair of the Board of Directors and the Executive Director.

3. RESPONSIBILITES OF THE BOARD

a. Director Duties and Responsibilities

Each Board member shall be required to and held accountable for:

- Communicate and behave with a high degree of ethics and professionalism, which includes but is not limited to purposefulness and respect.
- Advocate for student concerns from their respective colleges or from CSU Fullerton. Directors will engage the students of their college in discussion about relevant college-specific and/or university-wide concerns.
- Meet with the ASI Board of Directors Chair a minimum of once per semester.
- Meet with their respective college Deans at least once per semester.
- Meet with the ASI Executive Director and ASI Associate Executive Director at least once per semester
- Submit goals to the ASI Board of Directors Chair and the ASI Executive Director at a time near the beginning of the academic year as determined by the Chair
- Update the Vice Chair weekly with a brief report of activities within the committees, commissions, and/or councils that they may sit on
- Attend (prepared and on time) for the entire duration of all meetings of the Board of Directors which take place every Tuesday from 1:15 – approximately 3:45 P.M.
 - Board members are allowed two excused absences per semester.
- Serve on an ASI standing committee and be a liaison to at least one of the following:
 - Association for Inter Cultural Awareness (AICA),
 - Community Service Inter-club Council (CSICC),
 - Sports Club Inter-club Council (SCICC),
 - Mesa Cooperativa,
 - Black Student Union (BSU),
 - Resident Student Association (RSA),
 - Inter Fraternity Council (IFC),
 - National Pan-Hellenic Council (NPHC),
 - PanHellenic Council (PHC), and
 - Multicultural Greek Council (MGC)
 - South West Asian North African ICC (SWANA ICC).
- Attend their college's Inter-club council meetings.
 - If scheduling conflicts arise, the director(s) shall have regular contact meetings with their Interclub council chair, Inter-club council members, and their assistant dean.
- Establish and maintain weekly office hours, at least one hour a week and by appointment.
 - These hours shall be posted on their respective college's bulletin board and outside the Board of Directors' office.
- Report to the Board on issues and concerns from their college.
 - Two college reports will be given each week during regularly scheduled Board of Directors meetings beginning the third week of the fall semester. The reports will be given in alphabetical order, with respect to the college's names.
- Responsible for grading ASI scholarship applications during both fall and spring semesters.

Each Board member shall not:

- Serve as another elected or appointed position within ASI or as leadership on a funding or funded council.

- Be employed by Associated Students Inc.

b. Appointments

The Board of Directors shall confirm all presidential appointments by a majority vote to positions that receive financial awards, scholarships, or any other material compensation for service.

- The Executive Officers: Chief Campus Relations Officer, Chief Governmental Officer, Chief Communications Officer, and Chief Inclusion and Diversity Officer.
- The Board may remove presidential appointments by a two-thirds vote.
- The Board may override with a two-thirds vote any decision of the ASI President to remove/or replace any presidential appointment.

c. Attendance

Attendance is defined as being present prior to the announcement of unfinished business and remaining until the scheduled ending time for the meeting.

- Excused absences for due cause (as defined in ASI Bylaws Article II Section 4):
 - Absence due to scheduled classes are not excused.
 - For absence to be excused, the Chair must be properly notified, at least twenty-four (24) hours', prior to the meeting unless the Director is physically unable to do so.
- Excusal for an absence with due cause may only be granted by a majority vote of the Board.
- During summer meetings two (2) excused absences shall be computed as one (1) absence toward the record.
- Fall recess, intercession, spring recess, legal holidays, and the last week of instruction shall not be used in computing attendance.
- Absent members shall not have voting privileges nor shall they be counted in quorum.
- Attendance policy for standing committee meetings:
 - If a member's attendance at one standing committee meeting impedes their ability to attend another standing committee meeting, then that member will be excused from the meeting they were unable to attend.
 - Members are responsible for requesting excused absences from standing committee meetings which conflict with other appointments, events, or scheduling.
 - A member may only be counted as absent from a standing committee meeting if that meeting was held during the regular meeting time as stated on the agenda.
 - A member may only be counted as absent from a standing committee meeting if that member properly notified the chair.

d. Contracts

The Board may authorize any officer, agent, or Director to enter into any contract or execute any instrument in the name of and on behalf of the Corporation. Such authority is confined to a specific instance; and unless so authorized by the Board of Directors, no officer, agent, Director, or employee will have any power or authority to bind the Corporation by contract or engagement, to pledge its credit, or to render it liable for any purpose of any amount.

- The maximum amount of a contract must be determined by the Board of Directors. No contract shall extend beyond the current fiscal year.
- The ASI Executive Director, as an agent of the Board of Directors, is authorized to execute contracts on behalf of the Board of Directors when contracts are consistent with the budgeted programs or when non-budgeted contracts provide personal benefits to ASI members at no cost to the Board of Directors.
- The Board of Directors may establish an ad hoc committee to act on behalf of the Board of Directors in making contracts for up to \$10,000 when the Board of Directors is unable to establish quorum. The ad hoc committee shall consist of the ASI President, the Board of Directors Treasurer, five Directors, and the ASI Executive Director.

4. COMPOSITION AND DUTIES OF COMMITTEES

All items brought before the Board should be referred to the proper committee. Emergency situations, as defined by the Gloria Romero Open Meetings Act, may be immediately acted upon by the Board as defined by the Act. The committee must report each proposal or resolution, with the exception of the budget, back to the Board within two weeks. The chair of the committee is responsible for presiding over the meetings and reporting the committee's recommendations to the Board.

a. General Composition of Committees

All ASI Committees must be composed of at least a majority of students. The chairs of ASI committees must be students. The chair and standing liaison members will not be counted when determining if a committee is composed of at least a majority of students. No committee shall consist of two Board members serving from the same college.

b. Director Membership on Committees

The Chair of the Board shall appoint Directors for each standing committee. If there are not enough Directors to fill the required number of seats on each committee the chair shall evenly appoint directors to the listed committees in the following order:

- Finance Committee
- Governance Committee
- Audit Committee
- Children's Center Advisory Committee

Directors shall be appointed to other committees by the chair, unless specified, in no particular order.

c. Audit Committee

The Audit Committee is a requirement of ASI, in accordance with the Nonprofit Integrity Act of 2004. The committee shall be composed of four (4) directors from the ASI Board of Directors and one (1) member of the ASI Finance Committee. The previously stated members must be students, may not be ASI Executives, staff, or unpaid volunteers in an operational position of the organization. No member may serve if they have a financial interest in ASI. Other voting members of the committee shall include two members from the campus community. All members must be approved by the Board of Directors with a majority vote.

The Audit Committee shall meet at least two times annually.

After appointing the members to the Audit Committee, the Board of Directors shall appoint one of the four Directors to serve as chair of the committee.

The duties of the Audit Committee are as follows:

General Duties

The Audit committee has five areas of responsibility:

- To make recommendations to the ASI Board of Directors regarding the selection and retention of the independent auditor. In addition, on behalf of the Board, the Audit Committee may negotiate the compensation of the independent auditor.
- To confer with the auditor to determine on behalf of the Board of Directors that the financial affairs of ASI are in order.
- To review and determine whether or not to accept the audit.
- To ensure that any non-audit services performed by the auditing firm conform to standards of auditor independence.
- To approve the performance on non-audit services by the auditing firm.

Financial Reporting

At the entrance conference prior to the start of the annual audit, the committee will review the intent and scope of the audit to include:

- Quality of compliance controls
- External reporting requirements
- Materiality
- Risk characteristics

During the audit, the audit committee, along with management and the independent auditor, will review the policies and procedures of ASI in order to reasonably ensure the adequacy of internal controls over administration and accounting, compliance with all governing laws and regulation, and financial reporting.

At the conclusion of the audit, the Audit Committee will meet with the independent auditor, without the presence of management, to review the financial results of the audit prior to its publication and release to the general public.

Annual Report

The Chair of the Audit Committee will prepare a report for the Board of Directors that will include, but not be limited to the following:

- Give the opinion of the independent auditor as to the quality of the ASI financial and accounting processes and any recommendations that the independent auditor may have.
- Indicate how any issues described in the management letter are immediately addressed by ASI management.
- Detail discussions with management on the status of implementation of prior year recommendations and corrective plans, if any.
- Evaluate the cooperation received by the independent auditor during its audit, including access to requested information and records.
- Receive comments from management concerning the responsiveness of the auditor to the needs of the operation of the ASI.
- Report on the discharge of the committee's responsibilities.

d. Finance Committee

The Finance Committee shall be composed of no more than four directors and the Board of Directors Treasurer. Finance Committee makes recommendations on financial matters and policy concerning organizational finances. Finance Committee holds hearings on and refers its budget recommendations to the Board. The Board acts on the Finance Committee's recommendations and sends the budget to the University President for approval. The Treasurer will chair the Finance Committee.

The Finance Committee will meet bi-weekly on Thursdays between 1:15 PM and 3:45 PM during the academic year.

e. Governance Committee

The Governance Committee shall be composed of four directors and the Board of Directors Vice Chair. Governance Committee makes recommendations concerning policy, Bylaws, and the Articles of Incorporation to the Board. Governance Committee is responsible for recommending Director vacancies, and interviewing and recommending applicants for vacant Director positions during the academic term. The Vice Chair will chair the committee.

The Governance Committee will meet bi-weekly on Thursdays between 1:15 PM and 3:45 PM during the academic year.

General Duties

The duties of the Governance Committee are as follows:

- Review and update ASI Policies and Bylaws.

- Recommend vacancy declarations.
- Fill vacancies on the ASI Board of Directors.
- Hear concerns and offer advice and/or resolutions subject to Board approval.

Declaring Vacancies

The alleged failure of a Director or Officer to uphold board conduct standards or perform prescribed duties in effect when the term began, may be formally referred to the Governance Committee by a student, university official, Director, Officer, or the Executive Director to conduct a review. Recommendations on vacancy declarations shall be sent to the Board for approval. Declaration of vacancy of a Board member or Officer shall create a vacancy to be filled in accordance with ASI policy.

Failure to maintain eligibility (academic or otherwise) or attendance requirements result in immediate and automatic declaration of vacancy. Directors may appeal only immediate declarations for attendance (not for eligibility), and must do so by the next regularly scheduled Board of Directors meeting immediately following the declaration. Appeals and requests for reinstatement must be submitted in writing. Reinstatement requires a three-fourths vote of the Board of Directors and results in reinstatement. Declarations of vacancy resulting from ineligibility based on CSU established requirements (academic and otherwise) are not appealable.

Requests for reinstatement may only be submitted after eligibility has been reestablished by the Office of the Vice President for Student Affairs. Changes, corrections, or other modifications to grades or academic records must follow standard university process and do not reestablish eligibility. Eligibility can only be reestablished at the completion of the standard university process and after a recheck and certification of eligibility by the Office of the Vice President for Student Affairs. Requests for reinstatement may only be submitted if the position has remained vacant.

Filling Vacancies

In the event of a vacant student position on the Board of Directors exists between the election and the end of the second week of classes of the next spring semester the first runner-up shall be offered the position. If they accept, the appointment shall be approved by the Board of Directors. If they do not accept, the position will be offered to the subsequent runner-up.

If there is not an available candidate, the Governance Committee shall recommend a Director for appointment to a majority vote approval by the Board.

- Eligible students for appointment include (where the vacancy exists):
 - Students declared in the academic college,
 - Undeclared students,
 - Students with multiple minors as long as one of the minors is in the academic college,
 - Specifically for the College of Education Directors may also qualify by meeting requirements stated in ASI Policy.

f. Children's Center Advisory Committee

The purpose of the Children's Center Advisory Committee, a standing advisory committee of the Board of Directors, is to provide a forum at which all constituents of the Children's Center may discuss issues relating to the operation of the program. The committee offers varied perspectives and expertise to assist the program in fulfilling its mission. The committee must have all appointed positions filled by four weeks after the start of Fall semester of that academic year.

The Children's Center Advisory Committee will meet at least three times during the academic year.

The committee reviews and makes recommendations to the Board of Directors, the Children's Center Director, and the Children's Center Parent Advisory Council regarding the following:

- The Children's Center budget
- The results of Parent Surveys

- Program quality assessments
- Children's Center strategic and operating plans
- Collaboration with other CSU Fullerton entities and with community entities
- Children's Center Director must bring management issues to the attention of the committee.
- Any member may bring agenda items before the committee.
- In addition, the committee may make recommendations to the University President regarding childcare issues pertaining to faculty and staff as appropriate.
- Other matters pertaining to the Children's Center

The Children's Center Advisory Committee must be composed of the following:

Voting:

- ASI Board of Directors Vice Chair
- Three (3) Directors from the ASI Board of Directors
- One (1) current student-parent who utilizes the ASI Children's Center
- One (1) current faculty/staff parent who utilizes the ASI Children's Center
- University President's Appointee
- Academic Senate Appointee

Standing Liaison Members:

- Children's Center Director
- ASI Executive Director or designee
- University Chief Financial Officer or designee

g. Facilities Committee

The Facilities Committee shall be composed of no more than four directors and the Board of Directors Secretary. The Facilities Committee makes recommendations concerning ASI facility operations, renovations, and improvements, including the Titan Student Union, Student Recreation Center, and Children's Center. The Facilities Committee makes recommendations concerning building operating hours, club space allocations, and facility operating policy. The Secretary will chair the Facilities Committee.

The Facilities Committee will meet monthly during the academic year.

h. Programs Assessment Committee

The Programs Assessment Committee shall be composed of no more than four directors and the Board of Directors Secretary. The Programs Assessment Committee reviews and assesses ASI programs and services and provides feedback and recommendations on program improvements. The Programs Assessment Committee makes recommendations on new program offerings and acquisitions for the ASI art collection. The Secretary will chair the Programs Assessment Committee.

The Programs Assessment Committee will meet monthly during the academic year.

5. BOARD LEADERSHIP

a. Chair

The Board will elect a Director to serve as Chair. The Chair must be elected at the first meeting in June and serves from that meeting through May 31. The ASI President serves as Chair in absence of the Chair and Vice Chair.

The Chair of the Board of Directors:

- Presides over all Board of Directors meetings

- Appoints each Director to serve on at least one standing committees and act as a liaison no later than three (3) legal business days before the first meeting of the fall and spring semesters, except the Audit Committee, to one of the following:
 - Programming Board;
 - Association for InterCultural Awareness (AICA);
 - Funded councils (Inter Fraternity Council, Multicultural Greek Council, National Panhellenic Council, Panhellenic, Resident Student Association); or
 - Funding councils (Black Student Union, Community Service ICC, Mesa Cooperativa, Sports Club ICC, South West Asian North African ICC)
- Appoints the required number of Directors on any ASI ad hoc committee
- Schedules ASI promotional events for the Board to carry out after the adjournment of Board Meetings when time permits
- ASI Board Chair shall be responsible for reinforcing ASI office hours
- Maintains regular communication with the Executive Officers, Programming Board and AICA, and funded and funding councils
- Directs the work of the Vice Chair, Secretary, and Treasurer
- Has the responsibility to hold the Directors accountable for their goals
- Serves as a standing liaison member to all ASI committees except the Audit Committee
- Chair or designee will serve as representative of the Board of Directors on the Student Athletics Advisory Council and the Academic Senate
 - Chair or designee serves for one year or the duration of the position providing they remain a member of the Board of Directors during that period. If the Board of Directors representative is unable to complete the term, the Chair will select a representative to complete the vacated position within ten (10) days after the position is declared vacant
- Chair, working with the Vice Chair, Secretary, and Treasurer and the Director of Leader and Program Development, are charged with developing a curriculum to be discussed at Board of Directors retreats, additional board development training, and other internal issues related to the Board

Vacancy of the Chair

The removal of the Chair will occur by a two-thirds vote of the Board of Directors or in the event that the Chair loses the position as Director.

In the event the Chair should resign, a written notice of resignation must be submitted to the ASI President and Executive Director.

Filling Chair Vacancy

In the event of a vacancy in the position of Chair through resignation, removal, recall, ineligibility, or death, the Vice Chair will assume the position of the Chair, and a new Vice Chair will be elected by the Board of Directors at the meeting which the vacancy is announced.

b. Vice Chair

The Board of Directors will elect a Director to serve as Vice Chair. The Vice Chair will be elected at the first meeting in June and serves from that meeting through May 31. In the event the position is not elected in the June meeting, a special meeting shall be called to fill the position within three weeks.

The Vice Chair of the Board of Directors:

- Presides over Board of Directors meetings in absence of the Chair
- Presides over the Governance Committee and Children's Center Advisory Committee

- Assists the Chair of the Board of Directors
- Has the responsibility for setting guidelines for Director's College Reports and Executive Senate Reports
- Disseminates information about the Directors weekly activities within the committees, commissions, and/or councils that they may sit on
- Assists the Chair of the Board of Directors with enforcing ASI Bylaws and Policies
- Assists the Chair of the Board of Directors in developing a curriculum to be discussed at Board of Directors retreats, additional board development training, and other internal issues related to the Board
- Maintains regular communication with the Board of Directors Chair, the Executive Officers, Programming Board and AICA, and funded and funding councils

Vacancy of the Vice Chair

The removal of the Vice Chair will occur by a two-thirds vote of the Board of Directors or in the event that the Vice Chair loses their position as Director.

In the event the Vice Chair should resign, a written notice of their resignation must be submitted to the Chair of the Board of Directors and Executive Director.

Filling Vice Chair Vacancy

In the event of a vacancy in the position of Vice Chair through resignation, removal, recall, ineligibility, or death, a new Vice Chair will be elected at the meeting at which the vacancy is announced.

c. Treasurer

The Board of Directors will elect a Director to serve as Treasurer. The Treasurer will be elected at the first meeting in June and serves from that meeting through May 31. In the event the position is not elected in the June meeting, a special meeting shall be called to fill the position within three weeks.

The Treasurer of the Board of Directors:

- Presides over the Finance Committee
- Presents monthly, or as needed, to the Board of Directors a detailed report of the financial conditions of ASI
 - The report will include budget language or financial policy implementation, any outstanding debt owed to ASI, any line item transfers performed by the Treasurer or the Finance Committee, and the current balance of the Contingency Account
- Ensures compliance with the financial policies of ASI
- Reports the fiscal budget recommendations of the Finance Committee to the Board of Directors on or before the first meeting in April of each fiscal year
- Oversees the budget development for the next fiscal year with the assistance of the Executive Director and appropriate ASI staff and maintain regular communication with the student leaders who oversee a budget within ASI
- Assists the Board of Directors Chair in developing a curriculum to be discussed at the Board of Directors mandatory retreats, additional board development training, and other internal issues related to the Board
- Maintains regular communication with the Board of Directors Chair and Executive Officers

Vacancy of the Treasurer

The removal of the Treasurer will occur by a two-thirds vote of the Board of Directors or in the event that the Treasurer loses their position as Director.

In the event the Treasurer should resign, a written notice of their resignation must be submitted to the

Chair of the Board of Directors and Executive Director.

Filling Treasurer Vacancy

In the event of a vacancy in the position of Treasurer through resignation, removal, recall, ineligibility, or death, a new Treasurer will be elected at the meeting at which the vacancy is announced.

d. Secretary

The Board of Directors will elect a Director to serve as Secretary. The Secretary will be elected at the first meeting in June and serves from that meeting through May 31. In the event the position is not elected in the June meeting, a special meeting shall be called to fill the position within three weeks.

The Secretary of the Board of Directors:

- Presides over the Facilities Committee and the Programs Assessment Committee
- Certifies all records of the Board of Directors when requested and executes documents on behalf of the Board as required for legal documents
- Assists the Board of Directors Chair in developing a curriculum to be discussed at the Board of Directors mandatory retreats, additional board development training, and other internal issues related to the Board
- Maintains regular communication with the Board of Directors Chair and Executive Officers

Vacancy of the Secretary

The removal of the Secretary will occur by a two-thirds vote of the Board of Directors or in the event that the Secretary loses their position as Director.

In the event the Secretary should resign, a written notice of their resignation must be submitted to the Chair of the Board of Directors and Executive Director.

Filling Secretary Vacancy

In the event of a vacancy in the position of Secretary through resignation, removal, recall, ineligibility, or death, a new Secretary will be elected at the meeting at which the vacancy is announced.

6. AGENDAS FOR BOARD MEETINGS

All items shall be sponsored by a member of the Board of Directors. Directors sponsoring items shall provide, to the Chair of the Board of Directors, a written (either typed or printed) copy of the proposed action and all supporting documents four or more legal days prior to the Board of Directors or Committee meeting. Items coming from committee shall be placed on the agenda before items from individuals. The Recording Secretary shall make available, for public inspection, a copy of each proposal. All items on the agenda, including those to be discussed in closed session, shall contain a brief general description (not to exceed twenty (20) words) of the item. Items with a financial component shall also include the amount and source of funds involved. The agenda shall specify the time, date, and location of the meeting, and shall be posted in an area of the campus which is publicly accessible twenty-four hours per day. Nothing in this policy is to be interpreted as prohibiting the Board from reordering the agenda at the time of the meeting.

Public Notice

Public notice of regular meetings must consist of the meeting's agenda being posted in locations that are freely accessible to members of the public (pursuant to Education Code Section 89305.5). In addition, it shall be sent electronically and included on the ASI Website.

7. PUBLIC SPEAKING TIME

The Public Speaking Time is hereby established as a forum, which enables the Board of Directors and the standing committees to receive feedback from their constituencies, and allows members of the

campus community to update the Board of Directors on their campus concerns, and is in compliance with the Gloria Romero Open Meetings Act (Education Code Sections 89305 to 89307.4).

As established, Public Speaking Time is subject to the following rules:

Public Speaking Time shall consist of a total of fifteen (15) minutes to be divided equally among all public speakers. Those wishing to make use of this time may speak on any agenda item or other topic affecting higher education at the campus or statewide level during the regular Board of Directors' and Committee meetings. Public Speaking Time shall be scheduled before any Business items are considered. Public Speaking Time may be extended by a ruling of the Chair of the Board of Directors/Committee or by an action of the Board of Directors/Committee. Public Speaking Time is set aside for the use of members of the campus community alone, except by special petition to the Chair. Members of the Board of Directors/Committee may briefly respond to comments made or questions posed by public speakers. In no case shall such responses exceed one minute in length, except by special petition to the Chair. For special meetings of the Board of Directors or Committees, a Public Speaking Time shall also be provided, not to exceed fifteen minutes (extendable by ruling of the Chair or action of the Board of Directors/Committee). For those meetings, the public speakers shall be restricted to addressing the items on the agenda. This time shall occur before consideration of the items.

8. REGULAR MEETINGS

The Board and all of its committees will conduct their business in duly noticed public meetings and are required to comply with all provisions of the Gloria Romero Open Meetings Act (Education Code Sections 89305 to 89307.4). The regular meetings throughout the academic year beginning with the first week of instruction, and will be held every Tuesday between 1:15 PM to approximately 3:45 PM. The Board of Directors will hold summer meetings; the times and dates will be decided upon by majority.

The time and location of all regular meetings shall be re-established annually at the first meeting of the academic year (pursuant to Education Code Section (89305.5).

a. Consent Calendar

The consent calendar is an administrative tool for the Board of Director to grant approvals to required items that are routine, procedural, and likely to be noncontroversial. A consent calendar may be presented by the board or committee chair at the beginning of a meeting. Items may be removed from the consent agenda on the request of any one member. Items not removed are adopted by general consent without debate. Removed items will be taken up during new business.

Process

- Items up for consideration on the consent calendar must be provided in advance and distributed with the agenda package in sufficient time to be read by all members prior to the meeting.
- The chair determines whether an item belongs on the consent agenda.
- The chair or designated staff prepares a numbered list of the consent items and distributes it along with the meeting agenda.
- At the beginning of the meeting the chair asks members which items they wish to remove from the consent calendar to be discussed individually.
- If any member requests that an item be removed from the consent calendar, it must be removed and added to new business. Members may request that an item be removed for any reason. They may wish, for example, to discuss the item, to ask questions about the item, or to hold a vote on the item.
- When there are no more items to be removed, the Chair reads out the numbers of the remaining consent items. Then the Chair states: "If there is no objection, these items will be adopted." After pausing for any objections, the chair states "As there are no objections, these items are adopted." It is not necessary to ask for a show of hands.
- When preparing the minutes, the Recording Secretary includes the full text of the items that were adopted as part of the consent calendar

9. CLOSED MEETINGS

The Board or committees, may hold a closed meeting from which the public is excluded only if it has provided sufficient notice of such meeting and only to consider:

- Negotiations relative to real property.
- Certain litigation pursuant to advice of legal counsel.
- Certain employment matters.
 - An ASI “employee” shall not include any person elected or appointed to office
- Collective bargaining.
- Certain matters relating to a particular employee (unless the employee requests a public hearing).
- To confer with law enforcement officials.
- Such other matters as specifically enumerated in Education Code Section 89307.

Prior to holding any closed meeting, the Board of Directors or committee, shall disclose on its posted agenda and in an open, public, regular meeting the item(s) to be discussed in the closed meeting. No other items shall be considered in the closed meetings. Immediately after any closed meeting it shall reconvene into a public regular meeting prior to adjournment and make disclosure of what actions, if any, were taken in the closed meeting.

10. SPECIAL MEETINGS

A special meeting may be called by providing written notice at least twenty-four (24) hours prior to the meeting. Notice will be given electronically to all parties directly affected and included on the ASI Website. Special meetings of the Board of Directors may be called by the University President, the Chair, or by a majority of the members. Special meetings of standing committees may be called by the Chair of the committee or by a majority of the members.

11. EMERGENCY SITUATIONS AND EMERGENCY MEETINGS

Action and/or discussion may be taken on an item not appearing on the posted agenda during a regular or special meeting of the Board of Directors only upon a determination by the Board of Directors that an emergency situation exists, pursuant to Education Code section 89305.5;

An “emergency situation” applies only when:

- A work stoppage, or other activity which severely impairs public health, safety, or both exists;
- ii. A crippling disaster that severely impairs public health, safety, or both has occurred.

To determine that an emergency situation exists, two-thirds of the total Board of Directors membership (or if quorum is established, but less than two-thirds are present, a unanimous decision of the members present is necessary) agrees that one of the criteria exists, and that emergency action should be taken. The need for such action must have come to the attention of the Board of Directors after the agenda for the meeting was posted. In the event of an emergency situation, an emergency meeting of the Board of Directors may also be called.

A minimum of one hours’ notice shall be provided before such a meeting is called to order. The criteria for when such a meeting may be called shall be identical to that of part 1(a) above, and it must be called by petition of a majority of the membership of the Board of Directors. If any forms of communication are functioning, the Chair (or designee) shall attempt to contact every member of the Board of Directors, using the most recent contact list available, of the meeting time, location, and topic. The Chair (or designee) shall also perform their due diligence to inform the public, in any way possible, of the meeting.

If no forms of communication are functioning, this subsection is waived, and all persons shall instead be notified as soon as possible after the meeting, of the purpose and action taken (if any) at the meeting. After any emergency meeting, the minutes of the meeting shall be publicly posted for a minimum of ten days. Included in the minutes shall be a list of the persons and organizations that the Chair (or designee) successfully notified, or attempted to notify. Also, a copy of actions taken (if any) and roll call vote(s)

taken shall be included. Under no circumstances may the Board of Directors meet in a closed session under discussion of an emergency matter, whether during a regular, special, or emergency meeting.

12. SPECIAL ASI PARKING PRIVILEGES

The Associated Students Inc. authorizes certain leadership positions Faculty/Staff parking access to facilitate easy access to parking areas close to the ASI offices and assure available parking space for officers maintaining a regular schedule of hours devoted to their duties and functions. The following officers shall each receive a Faculty/Staff decal by virtue of their position.

- All student members of the ASI Board of Directors (16)
- ASI President (1)
- ASI Vice President (1)
- ASI Chief Campus Relations Officer (1)
- ASI Chief Governmental Officer (1)
- ASI Chief Communications Officer (1)
- ASI Chief Inclusion and Diversity Officer (1)
- ASI Elections Director (1)
- ASI Programming Board Directors (2)
- ASI Association for Inter-Cultural Awareness Administrative Chair (1)

Upon resignation or removal of any of the above mentioned officers their Faculty/Staff parking access shall be returned to the University within one week. Any student who is then appointed or elected to fill the vacant position shall receive the Faculty/Staff parking access.

If the parking policy is abused by any of the above mentioned students, their Faculty/Staff parking access will be revoked for the remainder of their term.

CSU Fullerton parking permits must be purchased from the University at the regular cost by the above-mentioned leaders.

13. CHANGES MADE TO THE ASI BYLAWS AND POLICIES

All substantive changes made to the ASI Bylaws and/or Policy Statements shall be submitted to the Secretary of the Board of Directors for review to assess the impact on existing policies and Bylaws. After said review by the Secretary, proposed changes will be reviewed by the ASI Executive Director for further recommendations and legal analysis prior to being submitted to the Governance Committee for approval. Once approved by the Governance Committee, the changes will be forwarded to the Board of Directors for final approval.

DATE APPROVED:	09/05/2017
DATE REVISED:	05/08/2018
	12/04/2018
	03/26/2019
	05/07/2019
	04/20/2021

POLICY CONCERNING EMPLOYEE CONDUCT

PURPOSE

The following policy is intended to outline certain guidelines to govern employee conduct and relations at Associated Students Inc. Adherence to the employee rules and regulations of ASI is necessary to ensure the organization is successful in carrying out its mission on campus. The goal of this policy is to create positive employee and employer relationships by providing for the fair and consistent treatment of staff and to ensure that all employees are aware of their obligations to the organization. This policy is not all inclusive and in the absence of written policy, common sense and good decency should be the focus.

PURPOSE	1
WHO SHOULD KNOW THIS POLICY	2
DEFINITIONS	2
STANDARDS	3
1. CONDUCT GUIDELINES	3
a. Accountability	3
b. Inclusion.....	3
c. Collaboration.....	3
d. Costumer Service	3
e. Respect	3
f. Trustworthiness	3
2. STAFF CODE OF CONDUCT	3
a. Theft & Fraud.....	4
b. Safety	4
c. Timekeeping, Attendance & Performance.....	4
d. Conflict of Interest	4
e. Whistleblower Protection.....	5
3. WORKPLACE CONDUCT	5
a. Job Abandonment.....	6
b. Respect for a Non-Partisan Organization.....	6
c. Support for the Mission of the Organization	6
d. Non-Fraternization.....	6
e. Children at Work.....	6
4. WORKPLACE VIOLENCE	6
5. MOBILE DEVICES	7
a. ASI Provided Mobile Device Options	7

WHO SHOULD KNOW THIS POLICY

- | | |
|--|---|
| <ul style="list-style-type: none"> <input type="checkbox"/> Budget Area Administrators <input checked="" type="checkbox"/> Management Personnel <input checked="" type="checkbox"/> Supervisors <input checked="" type="checkbox"/> Elected/Appointed Officers | <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Volunteers <input type="checkbox"/> Grant Recipients <input checked="" type="checkbox"/> Staff <input type="checkbox"/> Students |
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DEFINITIONS

For Purpose of this policy, the terms used are defined as follows:

Terms	Definitions
Act of violence	An intentional act that causes bodily harm, however slight to another person or damage to the property of another
ASI premises	All real property leased to Associated Students Inc. This includes the Children’s Center, Titan Student Union, and Student Recreation Center.
CSU Fullerton Data Level 1 Classification	Access, storage, and transmission of Level 1 Confidential information are subject to restrictions as described in CSU Asset Management Standards. Information may be classified as confidential based on disclosure exemptions, severe risk, limited use, legal obligations, and more.
CSU Fullerton Data Level 2 Classification	Access, storage, and transmission of Level 2 Internal Use information are subject to restrictions as described in CSU Asset Management Standards. Information may be classified as internal use based on sensitivity, moderate risk and more.
CSU Fullerton Data Level 3 Classification	Information which may be designated by our campus as publically available and/or intended to be provided to the public. Information at this level requires no specific protective measures but may be subject to appropriate review or disclosure procedures at the discretion of the campus in order to mitigate potential risks. Disclosure of this information does not expose the CSU to financial loss or jeopardize the security of the CSU’s information assets.
Customer service areas	Any physical location at which customer business is routinely transacted and publicly visible.
Dating	Entering into a consensual sexual or romantic relationship with another employee.
Employee	A person who is hired by ASI for a wage or fixed payment in exchange for personnel services and does not provide the service as part of an independent business.
Insubordination	Willful disregard of a supervisor’s instructions or an act of disobedience to proper authority
Intimidation	An intentional act toward another person, causing the other person to reasonably fear for their safety or the safety of others.
Minors	Persons under the age of eighteen
Personal device	A mobile device that is the personal property of the employee
Threat of violence	An intentional act that threatens bodily harm, however slight to another person or damage to the property of another
University Phone	A mobile device that is the property of ASI.
Volunteer	Anyone who without compensation or expectation of compensation beyond reimbursement performs a task at the direction of and on behalf of ASI.
Workplace aggression	Repeated inappropriate behavior, either direct or indirect, whether verbal, physical, or otherwise, conducted by one or more persons against another or others, at the place of work and/or in the course of employment

Working Hours	Hours of operation as determined by the location at which the employee works
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STANDARDS

1. CONDUCT GUIDELINES

The mission of Associated Students Inc. is to foster meaningful student development opportunities through leadership, volunteer, and employment experiences. In addition to out-of-classroom learning opportunities, the ASI provides campus community members with important social, cultural, and recreational opportunities as well as a wide range of programs and services. In recognition of its responsibility to enhance student life, the ASI encourages and supports the activities of all California State University, Fullerton recognized student organizations whose activities stimulate individual and group participation within the university community.

To accomplish this mission, ASI has established a set of conduct guidelines regarding the behavior of its employees and volunteers. These guidelines represent a standard of conduct which all employees and volunteers should strive to achieve. The guidelines include:

- a. Accountability
ASI employees are held accountable for their actions and for setting an example for others.
- b. Inclusion
ASI employees are committed to creating a supportive and inclusive working environment where a diverse population can come together and successfully accomplish the mission of the organization.
- c. Collaboration
ASI employees are committed to creating a collaborative work environment where all input is valued and an emphasis is placed on cooperation for the good of the organization.
- d. Customer Service
ASI employees support the mission of the organization which includes providing a wide range of programs and services to the campus by delivering excellent customer service. They are eager to support their fellow employees and are dedicated to meeting the needs of customers.
- e. Respect
ASI employees demonstrate respect of other people at all times. They treat others as they want to be treated. They respect people's differences and are always ready to learn the most effective way of serving them.
- f. Trustworthiness
ASI employees are trustworthy. They keep their promises, fulfill their commitments, and abide by the letter and well as the intent of all agreements.

2. STAFF CODE OF CONDUCT

To ensure orderly operation and to promote efficiency, productivity and cooperation among employees, ASI expects employees to follow rules of conduct that will protect the interest and safety of all employees and ASI.

The following conduct is prohibited and will not be tolerated by ASI. This list of prohibited conduct is illustrative only; other types of conduct that threaten security, personal safety, employee welfare and ASI operations also may be prohibited. ASI has a zero tolerance for workplace violence.

ASI reserves the exclusive right to determine appropriate disciplinary action for any violation of company policy. This statement of prohibited conduct does not alter ASI's policy of at-will employment. Either the employee or ASI remain free to terminate the employment relationship at any time, with or without cause or advance notice.

a. Theft & Fraud

Any theft or fraud committed by an employee will not be tolerated by ASI. This includes: theft or unauthorized removal of property from the corporation, fellow employees, customers, or any person on the employer's property; misuse of funds or property; obtaining employment based on false or misleading information; altering, falsifying, or destroying any timekeeping record; punching another employee's time card or allowing another employee to punch one's time card; and falsifying information or making material omissions in any document or record, including the making of a statement on an employment-related matter, which an employee knows, or should have reasonably known, to be false and/or without merit.

b. Safety

ASI is committed to protecting the safety of all of the organization's employees. All of the following are prohibited: possession, distribution, sale, transfer, or use of alcohol, marijuana, or illegal drugs in the workplace, on company property, while on duty, appearing for duty, or working under the influence of alcohol and/or drugs, or while operating employer-owned vehicles or equipment; actual or threatened physical violence towards another employee, customer or visitor; violating safety or health policies and/or practices or engaging in conduct that creates a safety or health hazard; smoking in prohibited areas; possession of dangerous or unauthorized materials such as explosives, firearms, weapons, or any other hazardous or dangerous devices; and harassment, especially sexual, racial or other harassment prohibited by law or ASI policy, including behavior or language offensive to others.

c. Timekeeping, Attendance & Performance

Accurate timekeeping of attendance and satisfactory performance of ASI employees is necessary for the efficiency and productivity of the corporation. All of the following are prohibited: frequent or excessive tardiness or absences from work or an employee's work area; unauthorized use of telephone, mail systems, computer systems, or other employer-owned equipment; release of confidential information about the corporation, its customers, or employees; unsatisfactory job performance or incompetence; discrimination prohibited by law; carelessness or negligence when performing duties; sleeping on duty; boisterous or disruptive activity in the workplace; misusing, destroying, or damaging property of the corporation or that of a fellow employee, customer, or visitor; insubordination, including improper conduct toward a supervisor or refusal to perform tasks assigned by a supervisor; or violation of any ASI policy.

d. Conflict of Interest

Members must avoid conflicts of interest. Business decisions must be made objectively on the basis of price, quality, service, and other competitive practices. To avoid any potential influence from existing or potential vendors and customers, members are prohibited from accepting gifts, of more than token value, from vendors, suppliers, and customers.

Members transacting business or entering into contracts on behalf of the ASI must not have any interest, financial or personal, in those transactions or contracts. Should a member have an interest in an organization with whom the ASI transacts business, the member must recuse from any negotiation, authorization, or approval of such transactions.

Members must not be employed outside the ASI where outside employment impairs their ability to conduct ASI business because of conflicts of interest and competing interests. Each year, all members will receive a copy of this policy and indicate with his/her signature that he/she has read and understood the policy. The signed statement will be kept on file in the ASI administrative Office.

e. Whistleblower Protection

ASI policies on Ethics and Fraud require directors, officers, employees and volunteers (members) to observe high standards of business and personal ethics in the conduct of their duties and responsibilities. All members of the organization must practice honesty and integrity in fulfilling their responsibilities.

Reporting Responsibility

It is the responsibility of all members to comply with the policies and to report violations or suspected violations in accordance with this Whistleblower Policy. ASI encourages initial reporting to occur internally to allow for expeditious resolution of all such matters and to minimize the effects of improper actions.

Reporting Violations

The Whistleblower Policy addresses the organization's open-door policy and suggests that members share their questions, concerns, suggestions, or complaints with someone who can address them properly. In most cases, a member's supervisor is in the best position to address an area of concern. However, if the member is not comfortable speaking with their supervisor or is not satisfied with their supervisor's response, then they must speak to the Director of Human Resources. The supervisor and/or Director, Human Resources is required to report this notification to the Executive Director upon receipt. The Executive Director or designee will conduct an investigation of the reported concern. In the event that a concern involves fraud, then it must be directly reported to the Executive Director who has the responsibility to investigate all reported violations of policies.

Handling of Reported Violations

The Executive Director will notify the sender and acknowledge receipt of the reported violation or suspected violation within one business day. All reports will be promptly investigated and appropriate corrective action will be taken if warranted by the investigation. If the concern involves an incident of suspected fraud, defalcation, or other irregularity concerning corporate assets, the Executive Director will notify the Chair of the Audit Committee, Chair of the Board of Directors, and the CSUU Fullerton Director of Internal Audit in writing within twelve hours of receipt and work with the ASI Audit Committee until such matter is resolved. All concerns involving the Executive Director shall be directly reported to the CSU Fullerton Risk Manager.

No Retaliation

No member, who in good faith reports a violation of the policies, shall suffer harassment, retaliation, or adverse employment consequence. A member who retaliates against someone who has reported a violation in good faith is subject to discipline up to and including termination of employment. This Whistleblower Policy is intended to encourage and enable members to raise serious concerns within the organization prior to seeking resolution outside the organization.

Acting in Good Faith

Anyone filing a complaint concerning a violation or suspected violation of the policies must be acting in good faith and have reasonable grounds for believing the information disclosed indicated a violation of the Policies. Any allegations that prove to have been made maliciously or knowingly to be false will be viewed as a serious disciplinary offense.

Confidentiality

Violations or suspected violations may be submitted on a confidential basis by the complainant or may be submitted anonymously. Reports of violations or suspected violations will be kept confidential to the extent possible, consistent with the need to conduct an adequate investigation.

3. WORKPLACE CONDUCT

To ensure orderly operation and promote efficiency, productivity, cooperation, and safety, ASI expects all employees to adhere to the following workplace conduct guidelines.

a. *Job Abandonment*

A job is considered abandoned by the employee if more than two consecutive shifts are missed without notice to the supervisor or if the employee fails to return from an authorized leave on the date such leave ends. Job abandonment may be grounds for immediate termination of employment.

b. *Respect for a Non-Partisan Organization*

Although individual employees are entitled to their own personal or political views, Associated Students Inc. as a corporation cannot endorse any political candidates. Under the Internal Revenue Code, all section 501(c)3, organizations are prohibited from directly or indirectly participating in, or intervening in, any political campaign on behalf, or in opposition to, any candidate for elected public office.

c. *Support for the Mission of the Organization*

All employees of Associated Student Inc. must support the mission of the organization including, but not limited to, the equal support of all student leaders and support of the positions taken by the organization.

d. *Non-Fraternization*

The Associated Students Inc. desires to avoid misunderstandings, complaints of favoritism, possible claims of sexual harassment, and employee morale and dissension problems that can result from personal or social relationships between employees. Accordingly, all employees, both management and non-management, are prohibited from fraternizing or becoming romantically involved with other employees when, in the opinion of the organization, their personal relationships may create a potential conflict of interest, cause disruption, create a negative or unprofessional work environment, or present concerns regarding supervision, safety, security, or morale.

An employee or volunteer of the ASI or the campus community who fails to withdraw from participation in activities or decisions that may reward or penalize the party with whom they are having a consensual personal or romantic relationship will be deemed to have violated this policy.

All employees should also remember ASI maintains a strict policy against unlawful harassment of any kind, including sexual harassment.

e. *Children at Work*

Due to health and safety concerns, employees are prohibited from having minors (persons under the age of eighteen) visit their worksite during working hours, unless the minor's visit is the result of unforeseen, emergency circumstances beyond the control of the employee for a limited time.

Employees must first obtain the permission of their immediate supervisor before bringing minors into the workplace. Recurring visits may result in disciplinary action. Employees will be held liable for the actions of their children during all times they are on ASI premises.

The presence of children in the workplace creates a distraction that can compromise an employee's ability to perform their duties. Employees are urged to make appropriate arrangements for dependent care and/or use their accrued leave in order to minimize incidents of child visitors.

4. WORKPLACE VIOLENCE

ASI is committed to providing a work environment that is as free as possible from intimidation, threats of violence, and acts of violence. Intimidation is defined as an intentional act toward another person, causing the other person to reasonably fear for their safety or the safety of others. A threat of violence is defined as an intentional act that threatens bodily harm to another person or damage to the property of another. An act of violence is defined as an intentional act that causes bodily harm, however slight, to another person or damage to the property of another.

Any acts or threatened acts of violence or intimidation will not be tolerated. Anyone engaging in such acts will be subject to disciplinary action, up to and including immediate termination, and may also be personally subject to other civil or criminal liabilities.

Violent behavior includes, but is not limited to:

- a. The actual or implied threat of harm to an individual, group or individuals, or relatives of those individuals.
- b. The possession on ASI or California State University, Fullerton ("university") property of a firearm or weapon of any kind (unless specifically authorized in writing by the ASI Executive Director, in concert with the University Police Department), or the brandishing of any object which could reasonably be construed as a firearm or weapon. The term "property" shall include any ASI or university work site regardless of ownership, or any location where the individual is engaged in ASI or university business.
- c. Loud, angry, or disruptive behavior that is clearly not a part of the typical work environment, including:
 - Unwelcome name-calling, obscene language, and other abusive behavior
 - Intimidation through direct or veiled threats
 - Throwing objects in the workplace regardless of the size or type of the object being thrown, or whether the person is the target of the thrown object
 - Physically touching another person in an intimidating, malicious, or harassing manner, including such acts as hitting, slapping, poking, kicking, pinching, grabbing and pushing
 - Physically intimidating others including such acts as obscene gestures, shouting, and fist shaking.
 - Callous or intentional disregard for the physical safety or well-being of other(s).
 - Willful destruction of ASI, university, customer, or employee property.
 - Commission of a violent felony or misdemeanor on ASI or university property.

This policy applies to employees engaging in any violent behavior regardless of whether or not the behavior is exhibited during the employees' regular work schedule. Any employee who is subjected to, witnesses or has knowledge of an action which could be perceived as a violent act, or has reason to believe that such actions may occur, must report it immediately to their supervisor, the Human Resources Director, or to the ASI Executive Director. Employees may raise concerns and make reports without fear of reprisal.

5. MOBILE DEVICES

All employees using mobile device(s) in part to conduct any ASI business may be subject to public record, subpoena, or other formal requests of information. Due to being able to create, receive, send, or store ASI data. As a result, information contained on devices are subject to Federal and State Data Maintenance laws (e.g., public record requirements or record retention requirements). Regardless of being ASI/University Phone or a personal mobile device all employees must refrain from using mobile devices to relay confidential information, and are required to follow all State and Federal laws.

Data Security

Any mobile devices that have data capabilities must be password protected. If a mobile device with data capabilities is stolen or missing, it must be reported to the employee's supervisor, the service provider, and to ASI Information Technology as soon as possible.

All employees are expected to delete all ASI data from their mobile devices when their employment with ASI is severed, except when required to maintain that data in compliance with a litigation hold notice.

a. ASI Provided Mobile Device Options

ASI full time exempt employees who perform critical functions and/or have been identified as having a business need for mobile device usage depending on the nature of their job as eligible for either mobile device reimbursement or ASI/University phone.

Department Directors must initiate the process of receiving a mobile device reimbursement or ASI/University phone and must be approved by the Executive Director or designee. Reimbursement rate is set annually as part of the budget process.

Category 1: ASI/University Phones

To be eligible for ASI/University Phone:

- ASI full time exempt employee whose position necessitates contact twenty-four (24) hours' a day
- ASI full time exempt employee that has access to Level 1 Data

The make and model of ASI/University phones are issued, managed, and configured by ASI Information Technology.

Category 2: Mobile Device Reimbursement

To be eligible for a mobile device reimbursement:

- ASI full time exempt employee whose position necessitates contact twenty-four (24) hours' a day

The employee chooses the device and service plan; ASI is not a party to the agreement with the provider. The purchase and maintenance for all employee-owned personal mobile device(s) is the responsibility of the employee.

DATE APPROVED:	03/07/2017
DATE REVISED:	04/09/2019
	11/05/2019

POLICY CONCERNING FUNDRAISING

PURPOSE

This policy clarifies all fundraising activities under the auspices of the Associated Students, Inc. (ASI), a 501(c) (3) corporation chartered by the State of California. The policy outlines the acceptance of gifts to programs of ASI. Additionally, the policy provides guidance on Camp Titan fundraising and public relations expenditures.

PURPOSE 1

WHO SHOULD KNOW THIS POLICY 1

DEFINITIONS 1

STANDARDS 2

1. FUND-RAISED DOLLARS 2

2. ASI DONATIONS 2

3. GIFTS ACCEPTANCE BY THE CORPORATOIN..... 2

4. CAMP TITAN FUNDRAISING..... 3

5. PUBLIC RELATIONS EXPENDITURES..... 4

WHO SHOULD KNOW THIS POLICY

- | | |
|---|---|
| <ul style="list-style-type: none"> ■ Budget Area Administrators ■ Management Personnel ■ Supervisors ■ Elected/Appointed Officers | <ul style="list-style-type: none"> ■ Volunteers ■ Grant Recipients ■ Staff ■ Students |
|---|---|

DEFINITIONS

For Purpose of this policy, the terms used are defined as follows:

Terms	Definitions
Fund-Raised Dollars	Monies fundraised by a program of ASI.
ASI Donations	Monies spend to support important charitable events, community service organizations, and other worthy social cause of CSUF clubs and organizations.
Gifts	A donation given by an individual, group, or corporation to a program or service of ASI.
Camp Titan	Summer camp program for children from disadvantaged and/or low income backgrounds from the Orange County and surrounding area operated by ASI. Camp Titan is the official philanthropy of ASI.

STANDARDS

1. ASI DONATIONS

The primary purpose of ASI is to encourage and support on-campus programs and services, which enhance the University experience for students, faculty, staff and surrounding communities.

The ASI Board of Directors recognizes that from time to time student organizations in good standing will request ASI funding to support important charitable events, community service organizations, and other worthy social causes. To facilitate these requests in a fair and equitable manner, the following criteria will be utilized in evaluating such requests:

- This policy limits funding to registered California State University, Fullerton (CSUF) student clubs and organizations in good standing (as outlined in the CSUF "Club & Organization Policy" available in the Dean of Students office). Funding to individuals will not be considered.
- The sponsored charity or community service organization for which funding is being requested must be registered nationally as a 501 (c)(3) organization, as per United States federal tax code.
- In order that the ASI be properly recognized, the sponsoring student organization must observe all appropriate guidelines detailed in the ASI Sponsorship Policy.
- A significant number of CSUF students must participate in the funded activity or service for which they are seeking ASI support.
- The ASI shall not fund requests in excess of \$100.
- All donations approved by the Finance Committee, regardless of the amount, must be presented to the Board of Directors for final approval.
- If multiple CSUF student clubs and organizations are participating in the same charitable event(s) and/or asking a donation for the same cause, the ASI will only fund one collaborative CSUF team. Charitable events and organizations may not receive more than \$100 per year regardless of the number of sponsoring clubs and organizations.
- The Associated Students, Inc. limits its total funding of these charitable organizations and events to \$2000 per fiscal year.

2. GIFT ACCEPTANCE BY THE CORPORATOIN

A gift is a donation given by an individual, group, or corporation to a program or service of ASI. Gifts may be either solicited or unsolicited. On acceptance, gifts become the property of ASI and shall be used only for the benefit of ASI programs or services. Where appropriate, gifts must be utilized in compliance with donor restrictions.

Only gifts, bequests, devices, endowments, trusts, and similar funds which are designated for the use of ASI may be considered for acceptance. Gift(s) must comply with all ASI and CSUF policies.

The ASI Executive Director, or designee, is authorized to accept gifts or related funds and instruments designated by the donor or grantor for purposes and uses approved by the Board of Directors. The ASI Executive Director may make recommendations to the Board for its acceptance when there are custodial, maintenance, or other costs related to the receipt of a gift.

The ASI Executive Director or designee is required to present a written report to the Board of Directors upon receipt of any gift. On behalf of the board, the Executive Director shall exercise its public trust in

making final decisions for the acceptance of all gifts and grants and for any exception to its policies and guidelines. ASI shall accept only those gifts the transference and implementation of which shall be deemed consistent with the public laws and/or regulations of the United States and the State of California.

The board shall determine that gifts to the ASI are evidence of philanthropic intent and that the donor's philanthropy is in accord with the stated mission and goals of the ASI. The purpose is to prevent ASI from being an object of philanthropic intent for either designed or innocent avoidance of taxes, prejudiced purposes, or evaluation of gifts without objective and experienced evaluation.

ASI reserves the right to refuse any gift that is not consistent with its mission. In addition to and without limiting the generality of, the following gifts will not be accepted by the ASI:

- Gifts that violate any federal, state, or local statute or ordinance
- Gifts that involve unlawful discrimination based upon race, religion, gender, sexual orientation, age, national origin, color, disability, or any other basis prohibited by federal, state, and local laws
- Gifts that contain unreasonable conditions (e.g., a lien or other encumbrance) or gifts of partial interest and property
- Gifts that are financially unsound
- Gifts that could expose the ASI to adverse publicity, litigation, or other liabilities

In order to avoid conflicts of interests or appearances thereof, officers, directors, and employees are prohibited from accepting gifts, gratuities, or prizes from vendors, suppliers, or others with whom they have contact as a course of business. This prohibition is consistent with Conflict of Interest certification and policies of the ASI. The Associated Students, Inc. Executive Director shall report to the Board of Directors those gifts which have been accepted.

3. FUND-RAISED DOLLARS

Programs of ASI engaging in fundraising shall be permitted to transfer any fund-raised monies remaining in their account at the end of the fiscal year to the programs General Revenue line-item for use the following fiscal year.

This policy shall exclude programs that generate revenue through ticket sales to offset operational costs. Only monies which were explicitly fund-raised shall be transferable. Unspent student fee monies shall continue to revert to the ASI Reserve Account at the end of the fiscal year.

The unspent fund-raised monies shall be applied to the General Revenue line-item for the following fiscal year, and will not be taken into account during budget deliberations.

4. CAMP TITAN FUNDRAISING

All off-campus Camp Titan fundraising projects shall be conducted under the direct supervision of the ASI Leader and Program Development Director. All on-campus Camp Titan fundraising projects shall be subject to prior approval by the ASI Leader and Program Development Director. Camp Titan fundraising authorization shall only be granted to recognized student organizations. The organization shall complete the Report of Income and Expenses of Fundraising Activities by recognized student organizations and abide by fundraising procedures of ASI Leader and Program Development. If the fundraiser is advertised and intended to solely benefit Camp Titan, the organization shall donate a minimum of 100% of their project's net profits to Camp Titan as reported on the Report of Income and Expenses of Fundraising Activities by recognized student organizations.

If the fundraiser is to benefit more than one organization including Camp Titan, the organization will publicly state the percentage split as reported on the Report of Income and Expenses of Fundraising Activities by recognized student organizations. The minimum amount of net proceeds for Camp Titan shall be 50%.

5. PUBLIC RELATIONS EXPENDITURES

Expenditures may be made from the Corporation's funds for public relations purposes when the activities have direct benefit upon the interest of the Corporation. While such expenditures may include meals for Corporate Members involved in the activity, the primary rationale must reflect the overall benefit to the Corporation.

Solicitation

Funds may be solicited from any entity provided that any funds received will be deposited fully with the Corporation. In accepting donations, potential costs incurred by the Corporation in future maintenance of the donations must be addressed prior to acceptance of the donation.

Allowable Expenditures

Expenditures may be incurred for materials and supplies, meals, overnight lodging, and travel cooperating with guidelines established for the same purposes by staff and members. An amount up to 150% of the established guidelines except for travel may be authorized when approved in advance by the President of the Associated Students, Inc., the Vice President of Finance, the Associated Students, Inc. Executive Director and the Chief Financial Officer of the University.

Accounting Control

All expenditures should be documented with receipts, invoices, and other materials as evidence of expenditures. The name of individuals participating in the public relations activity and receiving or benefiting from these expenditures shall be listed on check requests. The Associated Students, Inc. Executive Director will report to the Finance Committee at the last meeting of each semester any public relations expenditures made during the semester.

DATE APPROVED: 05/08/2018

DATE REVISED: 04/20/2021

NCTO

0753699

**RESTATED ARTICLES OF INCORPORATION
OF
ASSOCIATED STUDENTS
CALIFORNIA STATE UNIVERSITY, FULLERTON, INC.**

FILED *of* **AV**
State of California
/ **APR 11 2019** ..
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The undersigned certify that:

1. They are the President and Vice Chair/Secretary, respectively, of the Associated Students California State University, Fullerton, Inc. a California corporation.
2. The Articles of Incorporation of this corporation are amended and restated to read as follows:

**ARTICLE I
Name**

The name of this corporation is: Associated Students Inc., California State University, Fullerton

**ARTICLE II
Corporate Status**

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 and public purposes.

**ARTICLE III
Purposes**

This Corporation is organized and operated solely for the benefit of California State University, Fullerton (University). This corporation is organized as a student body organization under Section 89300, et seq. of the California Education Code, exclusively for educational and charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986 as amended and for the following purposes:

- a). Represent University student interests and serve as a voice of the student body through leadership opportunities as an integral part of the University's shared governance;

- b). Provide programs, activities and events for University students, faculty, staff, alumni and friends; and
- c). Develop, construct and operate campus service and support facilities.

**ARTICLE IV
Conformity with Law**

This corporation shall conduct its operations in conformity with regulations adopted by the Board of Trustees of The California State University as required by Education Code Sections 89300, 89305 and 89900(c) as a separate but integral part of the University as specifically required by California Code of Regulations, Title 5, Section 42401.

**ARTICLE V
Exempt Status**

No part of the net earnings of this corporation shall inure to the benefit of or be distributable to its members, directors, officers, or other private persons, except that this corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article III hereof.

**ARTICLE VI
Limitation on Activities**

a). No substantial part of the activities of this corporation shall consist of carrying on propaganda, or otherwise attempting to influence legislation, and this corporation shall not participate or intervene in (including publishing or distributing statements) any political campaign on behalf of (or in opposition to) any candidate for public office.

b). All corporate property is irrevocably dedicated to the purposes set forth in Article II. No part of the net earnings of this corporation shall inure to the benefit of any of its directors, trustees, officers, private shareholders or members, or to individuals.

c). This Corporation shall not accept any contribution from any "prohibited person." For purposes of this Article, a "prohibited person" is (i) a person who controls, directly or indirectly, either alone or with persons listed described in (ii) and (iii) below, the governing body of this Corporation or any successor organization pursuant to Article VII; (ii) a member of the family of an individual listed in (i) above; or (iii) a corporation, partnership, trust, or estate more than 35 percent of which is actually or constructively controlled by persons described in (i) or (ii) above. For purposes of this Article, a member of an individual's family includes his or her spouse,

ancestors, children, grandchildren, great-grandchildren, and spouses of children, grandchildren, and great-grandchildren, as well as the individual's brothers and sisters, by whole or half blood, and their spouses.

d). This corporation elects to be governed by all of the provisions of the Nonprofit Corporation Law of 1980 not otherwise applicable to it under Part 5.

ARTICLE VII

Exclusive Support, Irrevocable Dedication and Dissolution

This corporation is formed, shall operate, and irrevocably dedicates its assets for the exclusive benefit of California State University, Fullerton. Upon the winding up and dissolution of this corporation, its net assets other than trust funds shall be transferred to a qualified successor approved by the Board of Directors, the University President, and by the Chancellor, California State University.

ARTICLE VIII

Officers and Directors

The Officers and number of Directors, their qualifications, powers, duties, terms of office, manner of selection or designation, removal and filling vacancies, and the manner of calling and holding meetings of Directors, shall be as stated in the Bylaws.

ARTICLE IX

Non-Membership Organization

This corporation shall have no members other than the persons constituting its Board of Directors. The Board of Directors shall, under any statute or rule of law, be the members of this corporation and shall have all the rights and powers members would otherwise have. The Bylaws may designate the University student body as "members" pursuant to Corporations Code Section 5332, and may provide a student body selection process for corporate officers and directors, and for ratification of or petitioning for Board actions under Section 5132(c)(4).

ARTICLE X

Voting

Each member of the Board of Directors shall have one vote. There shall be no proxy voting permitted for the transaction of any of the business of this corporation.

**ARTICLE XI
Amendments**

The Articles of Incorporation of this corporation may be amended by resolution of the Board of Directors by at least a two-thirds (2/3) affirmative vote at a meeting called for that purpose at which a quorum present, and with the written approval of the University President.

3. The foregoing amended and restated Articles of Incorporation has been approved by the Board of Directors.
4. The directors are the only members of the corporation.

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: November 2, 2018


Joshua Borjas, President


Maria Linares, Vice Chair/Secretary



I hereby certify that the foregoing transcript of LJ page(s) is a full, true and ~~CORRE~~ copy of the original record in the custody of the California Secretary of State's office.

Date: APR 22 2010

DILLA, Secretary of State

Attachment 4
Administration of Grants and Contracts
Addendum to Auxiliary Operating Agreement
Between Trustees of the California State University,
California State University, Fullerton
And
Associated Students Inc., California State University, Fullerton

This is an addendum to the Operating Agreement between the Trustees of the California State University (CSU) and Associated Students Inc., California State University, Fullerton (Auxiliary) serving California State University, Fullerton (Campus), effective from January 1, 2023 through December 31, 2033, and authorizes the Auxiliary to perform the function "7. Externally Funded Projects Including Research, Workshops, Conferences and Institutes" as specified in 5 CCR (California Code of Regulations) 42500.

With this addendum, Campus designates Auxiliary as:

- The primary Sponsored Program Administrator (SPA) for the Campus;
- A SPA for specific types of grants and contracts for Auxiliary primary business purpose.

Auxiliary will ensure that all proposals for external funding are reviewed by the President or designees to provide programmatic and fiscal written approval in accordance with CSU systemwide policy, [ICSUAM 11002.01](#) (formerly [EO 890](#)).

Auxiliary, when acting as SPA, agrees to provide grant and contract administration services in compliance with all CSU (see [ICSUAM](#), Section 11000), Campus and Auxiliary policies related to sponsored program administration, federal and state regulations and funding agency (sponsor) regulations and guidelines.

Approved:

California State University, Fullerton



Framroze Virjee
President

10/10/2022

Date

Associated Students Inc., California State University, Fullerton

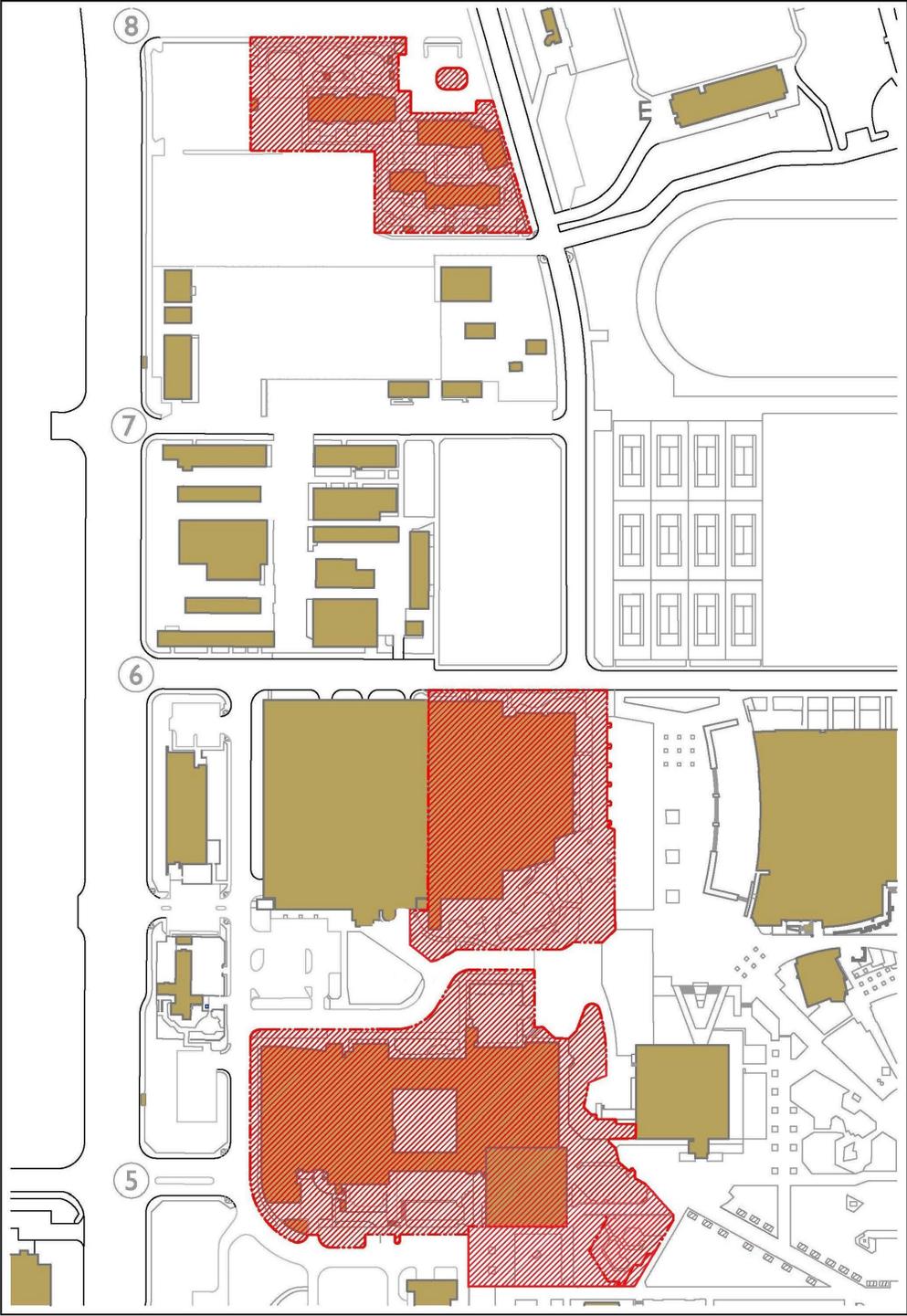


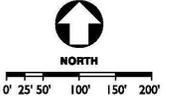
Dave Edwards (Oct 7, 2022 11:08 PDT)
Dave Edwards
ASI Executive Director

10/07/2022

Date

Operating Agreement and Lease
No. D09-05
Attachment 5



	<p>TITAN STUDENT UNION LEASE BOUNDARIES MAP SEPTEMBER 2022</p>	 <p>LEASE BOUNDARY & AREA</p>	 <p>NORTH 0' 25' 50' 100' 150' 200'</p>
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Associated Students CSUF Operating Agreement 2023-33

Final Audit Report

2022-10-07

Created:	2022-10-07
By:	Erika Perret-Martinez (eriperret-martinez@fullerton.edu)
Status:	Signed
Transaction ID:	CBJCHBCAABAAk0MnPggll6H71jzPBkPC9yPMwXVSZmtO

"Associated Students CSUF Operating Agreement 2023-33" History

-  Document created by Erika Perret-Martinez (eriperret-martinez@fullerton.edu)
2022-10-07 - 4:30:09 PM GMT
-  Document emailed to Dave Edwards (daveedwards@fullerton.edu) for signature
2022-10-07 - 4:31:35 PM GMT
-  Email viewed by Dave Edwards (daveedwards@fullerton.edu)
2022-10-07 - 6:08:04 PM GMT
-  Dave Edwards (daveedwards@fullerton.edu) has agreed to the terms of use and to do business electronically with CSU - California State University Fullerton
2022-10-07 - 6:08:31 PM GMT
-  Document e-signed by Dave Edwards (daveedwards@fullerton.edu)
Signature Date: 2022-10-07 - 6:08:31 PM GMT - Time Source: server
-  Agreement completed.
2022-10-07 - 6:08:31 PM GMT