

**OPERATING AGREEMENT AND LEASE
BETWEEN TRUSTEES AND
STUDENT BODY ORGANIZATION**

This agreement is made and entered into by and between the State of California through its Trustees of the California State University by their duly qualified and acting Chancellor (hereinafter called Trustees) and Associated Students, Incorporated of California State University, East Bay (hereinafter called Auxiliary). The term of this agreement shall be July 1, 2014 through June 30, 2019, unless sooner terminated as herein provided.

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 Chapter 7, Part 55, Division 8, Title 3 (Sections 89900 et seq.) of the Education Code and Subchapter 6, Article I, Part V (Sections 42400 et seq.) of Title 5 of the California Code of Regulations (CCR). In entering this agreement, Trustees find that certain functions important to the mission of the California State University are more effectively accomplished by the use of an auxiliary organization rather than the usual state procedures.

2. FUNCTIONS

In consideration of receiving recognition as an official auxiliary organization of the California State University, Auxiliary hereby agrees, for the period covered by this agreement, to perform the following functions specified in Section 42500, Title 5, CCR:

Student Body organization programs
Externally Funded Projects Including Workshops and Conferences
Loans, Scholarships, Grants-in-Aid, Stipends and related financial assistance

Auxiliary further agrees to receive and apply exclusively the funds and properties coming into its possession toward furthering these purposes. Prior to initiating any additional functions Auxiliary agrees to obtain written approval of Trustees.

Operations of Auxiliary under this Agreement shall be integrated with California State University, East Bay (hereinafter called CSUEB) operations and shall be supervised by CSUEB officials so as to assure compliance with the objectives stated, in Title 5, CCR, 42401.

3. ADDITIONAL CONDITIONS

- A. Auxiliary agrees to maintain its organization and to operate in accordance with all applicable regulations and policies of the State, the Chancellor, and CSUEB.
- B. With respect to expenditures for public relations or other purposes which would serve to augment appropriations for California State University

operations, Auxiliary may expend funds in such amount and for such purposes as are approved by Auxiliary's governing body. Auxiliary shall file with State 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, purposes for which the funds will be used, allowable expenditures, and procedures of control.

- C. No officer or employee of CSUEB 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 CSUEB officer or employee.

4. RECORDS

Auxiliary shall maintain adequate records and shall submit periodic reports as required by State 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.

5. INTERNAL COMPLIANCE AND OPERATIONAL REVIEW

Auxiliary agrees to assist the President and his or her designee in carrying out the compliance and operational reviews required by Executive Order 698 and related policies.

6. FISCAL AUDITS

Auxiliary is subject to the provisions of Section 89900 of the Education Code and Section 42408 of Title 5, CCR. In accordance with these provisions, Auxiliary agrees to contract with a certified public accountant for an annual audit at Auxiliary's expense. The report on such examinations shall be furnished to the State and Auxiliary.

Agree to permit examination of all Auxiliary records by State or their designee.

7. REMEDIES ON TERMINATION OR BREACH

- A. Failure of Auxiliary to comply with any term of this agreement may result in the removal, suspension, or placing on probation of Auxiliary as an auxiliary organization in good standing. Such action by State may involve the limitation or removal of Auxiliary's right to utilize the resources, facilities, and name of State and California State University, East Bay (ref. Title 5, CCR, 42406).
- B. Upon termination or breach of this agreement, State, at its sole discretion, may require Auxiliary to transfer all assets in its possession by reason of its status as a CSU auxiliary organization to a successor nonprofit corporation qualifying as an auxiliary organization. This remedy shall be in addition to any other remedies available to State upon termination or breach of this agreement.
- C. In addition to any other remedies, State may, upon breach or termination of

this agreement, withhold from Auxiliary all funds or fees collected by State for benefit of Auxiliary.

8. FAIR EMPLOYMENT PRACTICES

In the performance of this agreement, Auxiliary shall not deny employment opportunities to any person on the basis of race, color, religion, ethnic group identification, sex, sexual orientation, marital status, pregnancy, age, physical or mental disability, medical condition, or veteran's status. Auxiliary shall adopt employment procedures consistent with the policy statement on nondiscrimination and affirmative action in employment adopted by State.

9. DISPOSITION OF ASSETS

Attached hereto as **Exhibit A** is a copy of Auxiliary's Articles of Incorporation which establishes that upon-dissolution of Auxiliary, the net assets other than trust funds shall be distributed in accord with Section 42600, Title 5, California Code of Regulations. For the period covered by this agreement, Auxiliary agrees to maintain this provision as part of its Articles of Incorporation. In the event Auxiliary should change this provision to make other disposition of the net assets, this agreement shall terminate as of the date immediately preceding the date such change becomes effective, and all net assets shall become the property of State.

10. USE OF CAMPUS FACILITIES

Auxiliary may use those facilities identified for its use in a lease agreement executed between CSUEB and the Auxiliary. In addition to the facilities covered by the lease agreement, CSUEB may permit Auxiliary to utilize other CSUEB facilities. Permission shall be granted by the execution of a license agreement with CSUEB. Such a license must be set forth in the format provided by Trustees.

11. DISPOSITION OF NET EARNINGS

Auxiliary agrees to comply with Trustee and CSUEB policy on expenditure of funds, including but not limited to State guidelines for the disposition of revenues in excess of expenses and State policies on maintaining appropriate reserves.

12. ACCEPTANCE, ADMINISTRATION, AND USE OF GIFTS

Auxiliary agrees that it will accept and administer gifts, grants, contracts, scholarships, loan funds, fellowships, bequests, and devises in accordance with policies of State, Chancellor, and CSUEB.

13. INDEMNIFICATION

Auxiliary agrees to indemnify, defend, and save harmless the Trustees of the California State University, Chancellor, and CSUEB, their officers, agents and employees of each of them from any and all loss, damage, or liability that may be suffered or incurred by Trustees, caused by, arising out of, or in any way connected with the operation of Auxiliary as an auxiliary organization.

14. INSURANCE

A. Auxiliary shall maintain in force during the term of this Agreement and all extensions thereof liability insurance against claims for injuries to persons or damages to Auxiliary personal property which may arise from or in connection with the performance of the work hereunder by the Auxiliary, its agents, representatives, employees or subcontractors.

B. Minimum Scope of Insurance Coverage shall be at least as broad as:

Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).

Insurance Services Office Business Auto Coverage form number CA 000 I, Code I (Any auto).

Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

"All Risk" Auxiliary Personal Property Insurance with applicable limits.

C. Minimum Limits of Insurance

Auxiliary shall maintain limits no less than:

General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.

Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

Auxiliary Personal Property Insurance: Full replacement of insured personal property.

D. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by Trustees. At the option of Trustees, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects Trustees, its trustees, officers, employees and volunteers; or the Auxiliary shall provide a financial guarantee satisfactory to Trustees guaranteeing payment of losses and related investigations, claim administration and defense expenses.

E. Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1) Trustees, its trustees, officers, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of

automobiles owned, leased, hired or borrowed by or on behalf of the Auxiliary; and with respect to liability arising out of work or operations performed by or on behalf of the Auxiliary including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Auxiliary's insurance, or as a separate owner's policy.

2) For any claims related to a project, the Auxiliary's insurance coverage shall be primary insurance as respects Trustees, its trustees, officers, employees, and volunteers. Any insurance or self-insurance maintained by Trustees, its trustees, officers, employees, or volunteers shall be excess of the Auxiliary's insurance and shall not contribute with it.

3) All insurance required under this agreement shall contain an endorsement naming the State of California, the Trustees of the California State University, Cal State East Bay, and the officers, agents and employees of each of them as additional insureds. It shall also contain requiring thirty (30) days written notice from the insurance company to both parties before cancellation or change in Coverage, scope or amount of any policy. Each policy, or a certificate of the policy, shall be deposited with CSUEB within thirty (30) days after execution of this agreement and, on renewal of the policy, not less than thirty (30) days before the expiration of the term of the policy.

F. Acceptability of Insurers

Insurance is to be placed with insurers with a current AM. Best's rating of no less than A: VII.

G. Verification of Coverage

Auxiliary shall furnish Trustees with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by CSUEB or on other than the Campus' forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by CSUEB before work commences. CSUEB reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

H. Subcontractors

Auxiliary shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

15. CHARGES FOR FACILITIES & SERVICES PROVIDED BY THE STATE

Auxiliary agrees to reimburse Trustees for expenses incurred by Trustees as the result of Auxiliary's activities under the terms of this agreement. Reimbursement shall be made for direct and indirect costs computed on a simple but equitable basis and in accordance with the policies for cost allocations as established by CSUEB. Auxiliary agrees to make reimbursement within 30 days from receipt of notice of such

determination.

16. STUDENT BODY ORGANIZATION FUNDS

- A. All funds obtained from mandatory fees shall be expended by Auxiliary in accordance with the regulations and policies of Trustees and the policies of CSUEB.
- B. All funds and money collected by or on behalf of Auxiliary, except funds and money collected from commercial services, shall be deposited in trust by the CSUEB chief fiscal officer in accordance with procedures approved by CSUEB and Auxiliary. Investment, accounting, control, and expenditure of such funds shall be in accordance with the regulations and policies of State and the policies of CSUEB.
- C. Preparation, review, and approval of Auxiliary's budget by the CSUEB President shall be in accordance with the regulations and policies of Trustees and the policies of CSUEB.

17. CONFORMANCE WITH STATE LAW

During the term of this Agreement, Auxiliary shall operate the described premises in conformance with all applicable policies of Trustees and of CSUEB which are currently in effect or which may be adopted hereafter. Further, Auxiliary agrees to operate as an auxiliary organization in good standing.

Violation of this section shall subject Auxiliary to termination of this agreement unless the violation is corrected within 30 days of written notice from the Chancellor.

18. LEASE OF PREMISES

CSUEB hereby leases to Auxiliary and Auxiliary hires from CSUEB those premises as listed below:

3,739 square feet of space located on the Hayward and Concord campus of California State University, East Bay located in the original University Union, more fully described in Exhibit B, which is incorporated herein by reference, and hereinafter called Premises.

Subject however to:

The use of the property/space for civil defense purposes or in the event of a State or national emergency.

Unanticipated need of CSUEB to meet the demands of the education objectives of CSUEB. The right to the use of any property/space included in this agreement shall cease upon the written notice by the President to the Auxiliary that the property is needed for the exclusive use of CSUEB.

19. USE OF PREMISES

Auxiliary may occupy, operate and use the leased property only in connection with the functions and activities in accordance with the terms of this agreement and as listed in Section 2.

Auxiliary shall use the leased property only for functions and activities that are consistent with the guidelines and policies that have been or may hereafter be adopted by the CSUEB.

20. APPLICATION OF STUDENT FEES

Annually CSUEB will provide an estimate of the revenues expected to be available to cover Auxiliary programs and operating expenses. Auxiliary will prepare a budget that balances within this framework for approval by the President and CFO. The transfer for operating funds will be based on needs shown in the operating budget, subject to the availability of such funds. Funds transfers will be made upon approval of budget to the Auxiliary Fund in the PeopleSoft System. Additional funds will be deposited as fees are collected in real time or weekly batches. Documentation for requested transfers is subject to CSUEB review at CSUEB's discretion.

21. ALTERATIONS

The leased premises shall not be altered or changed in any manner or respect without the prior written approval of CSUEB. Changes that are authorized shall be made under the direction of CSUEB.

22. RIGHT OF ENTRY

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

23. ASSIGNMENT OR SUBLEASE

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

24. AMERICANS WITH DISABILITIES ACT (ADA)

Auxiliary assures CSUEB that it complies with the Americans with Disabilities Act (ADA) of 1990, if that act is otherwise applicable. The ADA prohibits discrimination on the basis of disability. (42 U.S.C. 12101 et seq.)

25. NOTICES

All notices herein 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 delivered to the other party.

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

Associated Students Incorporated of California State University East Bay

Executed on: 5/14/14

By: KATRINA MARI MAYA K...

Title: ASI PRESIDENT

(Per minutes of Auxiliary Board of Directors, dated ~~5/7/14~~ 4/18/14)

California State University East Bay

Executed on: 5/16/14

By: Leroy M. M...h

Title: President

Approved: Tom Roken

California State University
Office of the Chancellor

C 1670070

ENDORSED - FILED

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

AUG 11 2006

**CERTIFICATE OF AMENDMENT OF
ARTICLES OF INCORPORATION**

The undersigned certify that:

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

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

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

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

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

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

DATE: 8/8/06

Charles Johnson President

[Signature] Secretary

RECEIVED
AUG 29 2006
Attorney General's
Registry of Charitable Trusts

18870

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

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

AUG 2 1990

ARTICLE I
Name

MARCH FONG EU, Secretary of State

The name of this Corporation is the:

ASSOCIATED STUDENTS,
CALIFORNIA STATE UNIVERSITY, HAYWARD

ARTICLE II
Purposes and Powers

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

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

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

ARTICLE III
Conformity with Regulations

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

ARTICLE IV
Exempt Status and Limitations on Activities

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

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

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

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

ARTICLE V
Directors

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

ARTICLE VI
Members

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

ARTICLE VI
Nondiscriminatory Practices

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

ARTICLE VIII
Self-Government Provision

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

ARTICLE IX
Dedication and Dissolution

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

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

ARTICLE X
Initial Agent for Service of Process

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

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

ARTICLE XI
Amendments

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

1. An affirmative vote of at least two-thirds (2/3) of the Student Council.

2. A petition bearing the signatures of at least eight (8) percent of the total regular membership of the Associated Students.

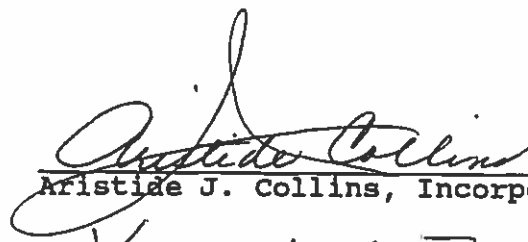
B. Amendments must then be approved by a majority of the total votes cast at any special or regular election.

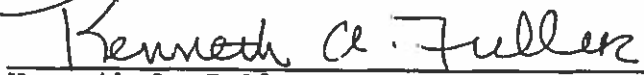
ARTICLE XII
Name of Unincorporated Association

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

ASSOCIATED STUDENTS,
CALIFORNIA STATE UNIVERSITY, HAYWARD

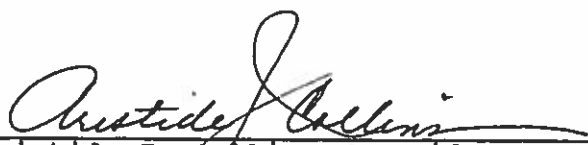
Dated May 7, 1990

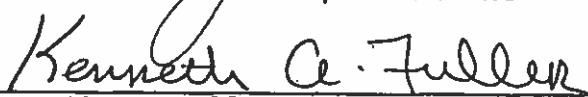

Aristide J. Collins, Incorporator


Kenneth A. Fuller, Incorporator

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

Date May 7, 1990


Aristide J. Collins, President


Kenneth A. Fuller, Secretary



NR

STATE OF CALIFORNIA
FRANCHISE TAX BOARD
P. O. BOX 651
SACRAMENTO, CA 95812-0651

August 2, 1990

In reply refer to
344:G :PTS

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

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

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

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

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

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

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

REGISTRY OF
CHARITABLE TRUSTS
AUG - 2 99

August 2, 1990
ASSOCIATED STUDENTS, CALIFORNIA STATE
Page 2

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

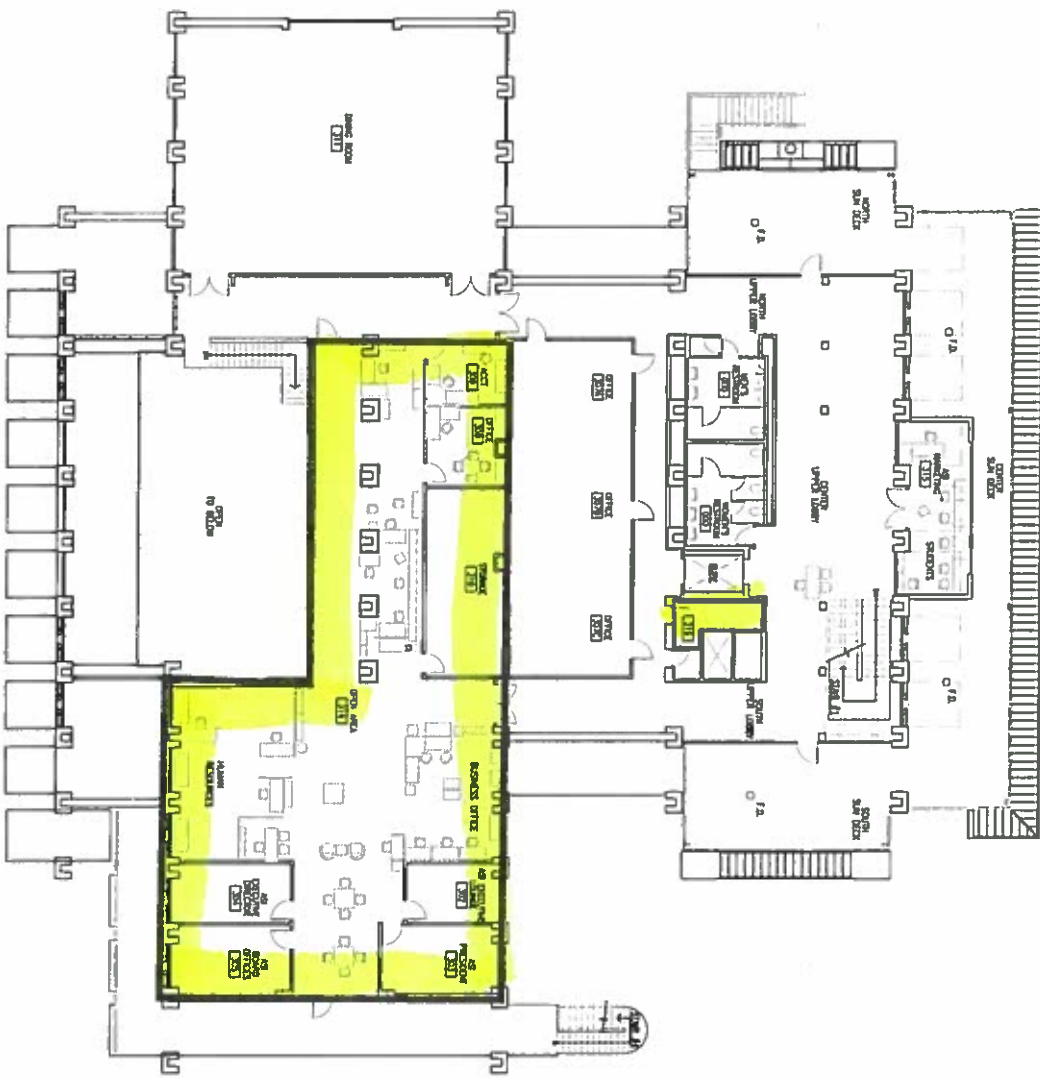
Exemption from federal income or other taxes and other state taxes requires separate applications.

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

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

EO :
cc: JOHN W. FRANCIS

COPY



① SECOND FLOOR PLAN



CALIFORNIA STATE
UNIVERSITY
EAST BAY

PLANNING DESIGN
AND CONSTRUCTION

1000 UNIVERSITY BLVD
OAKLAND, CA 94616

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BY:

PROJECT:

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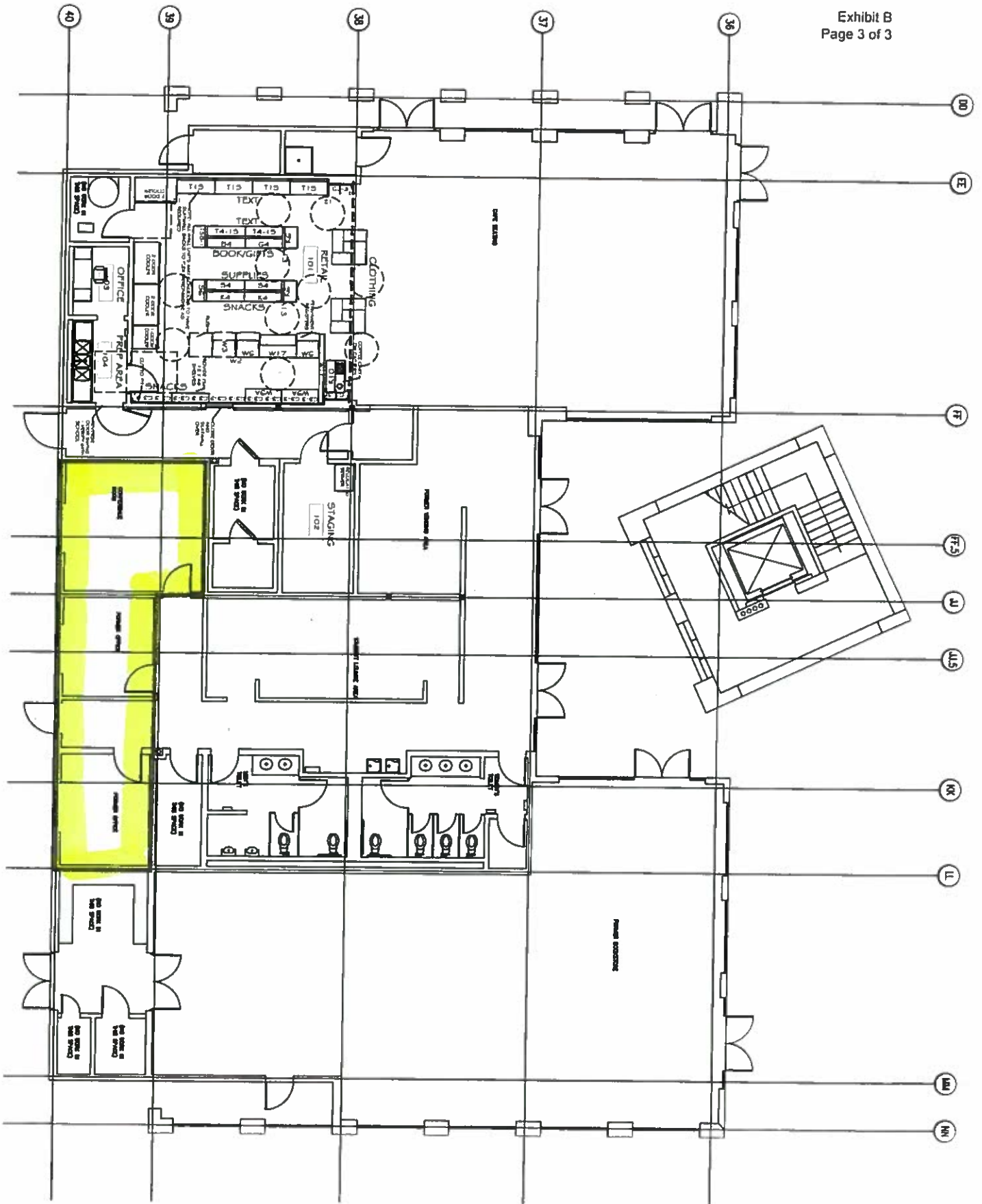
DATE:

BY:

PROJECT:

A30

UNIVERSITY UNION PLAN





Board of Director's Meeting Minutes of April 18, 2014

I. CALL TO ORDER: VP of Finance/Acting EVP **Alhathal** calls meeting to order at 10:47 AM.

II. ROLL CALL

Members Present

Katrina Mayol
Thamer Fahad Alhathal
Marie Alexandra R. Ibarra
Stephanie Luna
Gaozong Yang
Edward Andreini
Kathy Cutting
Jordan S. Leopold
Chris Gallagher
Stan Hebert
Randy Saffold
Darrell Bailey

Absent Members

Wilson Tran
Raymund Cruz
Ellen Griffith
Kenrick Ali
Marguerite Hinrichs
Mitch Watnik
D. McKinney

Guests

Brad Wells
Lil Brown-Parker

III. ACTION ITEM - Approval of the Agenda

Motion: (Yang) to approve the Agenda.
Motion Carries.

IV. ACTION ITEM - Approval of the Minutes of April 9, 2014

Motion: (Leopold) to approve the Minutes of April 9, 2014.
Motion Carries.

V. PUBLIC COMMENT – Public Comment is intended as a time for any member of the public to address the board on any issues affecting ASI and/or the California State University, East Bay.

Darrel Bailey states that that he sent an email to Katrina about a conversation he had with Randy, Chris, and Stan regarding adding an additional seat on the Board for an athletic position. The reason he is asking for this position is because in Athletics they have over 250 student athletes and they are also a part of the student community/population. He is sitting on the Board as an advisor but he thinks it would be even better if the students had their voice heard as well.

05:00

VI. ACTION ITEM – (Closed Session) Modify Operating Agreement to remove Facilities Operations costs



to give the Board more permission/flexibility to actually access their advisors based on the initiatives that the Board wants to move forward on in that individual year. Also, for them to think about having a deeper relationship with the advisors where they possibly meet with them once a month; they could incorporate this somewhere for the next Board.

VP of External Affairs **Ibarra** questions whether this would be advisors for the entire year or if it was per quarter.

ED **Saffold** states that is up for them to decide.

The Board discusses adding a Director of Media or having the Marketing team handle the social media for the Board. ED **Saffold** states that they should be careful with assigning vital functions to positions like this.

The Board discusses having previous ASI president's acting as advisors to the Board.

VP of Finance/Acting EVP **Alhathal** questions whether there is a limit to how many advisors they can have. ED **Saffold** states that there isn't one but he would make a personal recommendation that all they really need is 4 to 5 advisors but that is up to them to make that decision.

The Board further discusses the flexibility that should be put into the Bylaws regarding advisors and the benefits of having it more flexible. ED **Saffold** further states that it is important to have advisors and actually meet with them.

President **Mayol** states that she thinks it's a good idea to have the advisors as a 'pick as they need,' but she still thinks that there are a few that they definitely need regularly like the advisor from Academic Senate. ED **Saffold** states that the Student Life and Leadership also needs to be a regular advisor to the Board. ED **Saffold** further suggests that they state this in the Bylaws to say, "Student Life and Leadership Director and or Designee" to allow them flexibility in who they send to represent them. Interim VP of Student Affairs **Hebert** states that Student Life is actually the designated advisor to the Board according to the Chancellor's Office.

22:54

VIII. DISCUSSION ITEM – Update on University Wide Committee Seats

VP of External Affairs **Ibarra** addresses the following:

- A Google Doc will be sent out to them after this meeting.
- They just received an updated list of the University Wide Committee seats.
- She wants them to review the document to make sure that the people listed under their committee are the actual people that are seated in their committee.
- The Board discusses the University Wide Committees that they can sit on.
- President **Mayol** mentions that it's very important that they invite people other than themselves to sit on some of these committees.
- ED **Saffold** mentions that they should also speak with their professors about student leaders that the professor may have identified as possible students to sit on these committees. ED **Saffold** further mentions that **Ibarra** needs to draft a message that can be sent out via The Bay regarding this and they can also do a social media campaign about this.
- VP of Finance/Acting EVP **Alhathal** mentions that there is an issue with the meeting times





student isn't taking classes in the summer, they know if they're eligible to participate. So they can get started in the spring and fill ¾ of the seats. He wants to thank this Board for the long process of understanding and digesting all of the materials and unfortunately the decision that they had to make does affect people but it's the only decision that they were able to responsibly make. He wants to applaud them on having the maturity to make the decision that they had to make.

Leopold: On the speed banking of all the legislators, he is going to get with a couple of people around 2pm today if they would like to join.

Ibarra: Scott Chambliss, the production designer of Star Trek and Mission Impossible will be on campus next week and there's a three day event going on.

Mayol: Wants to reiterate what she said last meeting about the SIR Fee and is passing around the amendments that were made to the resolution. She wants to remind them to rely on the policy and resolutions that she has sent them. Also, she wants to thank everyone on the Board for finishing strong and continuing to put in a lot of hard work in all of the things they're trying to do. Wants to make sure they archive everything from the Dinners. Additionally, she wants everyone to support Chris and Raymund on their International Cultural Celebration event and support Kathy on her Earth Day on Tuesday.

Alhathal: Wants to thank everyone, especially all of the college directors on their Dinners and he mentioned that he heard a lot of good feedback from students.

X. ADJOURNMENT

Meeting adjourned at **12:02 PM.**

Minutes Reviewed by:

ASI VP of Finance/Acting EVP

Name: Thamer Fahad Alhathal

Minutes Approved On:

4/30/14

Date:

