

**OPERATING AGREEMENT
BETWEEN CALIFORNIA STATE UNIVERSITY
AND ASSOCIATED STUDENTS, INC
OF CALIFORNIA STATE UNIVERSITY SAN MARCOS**

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

1. PURPOSE

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

2. PRIMARY FUNCTION(S) OF THE AUXILIARY

In consideration of receiving recognition as an official CSU auxiliary organization, Auxiliary agrees, for the period covered by this agreement, that the primary function, which the Auxiliary is to manage, operate or administer is:

Student Body Organization

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
2. Loans, Scholarships, Grants-in-Aids, Stipends, and Related Financial Assistance
3. Externally Funded Projects Including Research, Workshops, Conferences, and Institutes¹

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.

¹ If “Externally Funded Projects” is listed, your operating agreement must also include italicized language in Section 16 and Attachment 4 for Campus Designation of Authority to Auxiliary re: Administration of Grants and Contracts.

Auxiliary further agrees that it shall not perform any of the functions listed in CCR tit.5, §42500 unless the function has been specifically assigned in this operating agreement with the Campus. Prior to initiating any additional functions, Auxiliary understands and agrees that CSU and Auxiliary must amend this agreement in accordance with Section 21, *Amendment*.

3. CAMPUS OVERSIGHT AND OPERATIONAL REVIEW

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

The Campus shall review Auxiliary to ensure that the written operating agreement is current and that the activities of Auxiliary are in compliance with this agreement at least every five (5) years from the date the operating agreement is executed and at least every five years thereafter. Confirmation that this review has been conducted will consist of either an updated operating agreement, or a letter from the Campus CFO or designee to the Campus President with a copy to the Chancellor's Office, certifying that the review has been conducted. As part of these periodic reviews, the Campus President should examine the need for each auxiliary and look at the efficiency of the auxiliary operation and administration.

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

4. OPERATIONAL COMPLIANCE

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

5. CONFLICT OF INTEREST

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

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

6. EXPENDITURES AUGMENTING CSU APPROPRIATIONS

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

7. FISCAL AUDITS

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

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

8. USE OF NAME

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

Auxiliary shall use the name of Campus, logo, seal or other symbols or marks of Campus only in connection with services rendered for the benefit of Campus and in accordance with Campus guidance and direction furnished to Auxiliary by Campus and only if the

nature and quality of the services with which the Campus name, logo, seal or other symbol or mark are used are satisfactory to the Campus or as specified by Campus.

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

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

9. CHANGE OR MODIFICATION OF CORPORATE STATUS

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

10. FAIR EMPLOYMENT PRACTICES

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

11. BACKGROUND CHECK POLICY COMPLIANCE

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

12. DISPOSITION OF ASSETS

Attached hereto as **Attachment 3** is a copy of Auxiliary's Constitution or Articles of Incorporation (as applicable) which, in accordance with CCR tit.5, §42600, establishes that upon dissolution of Auxiliary, the net assets other than trust funds shall be distributed *to the CSU or to another affiliated entity subject to financial accounting and reporting standards issued by the Government Accounting Standards Board*. Auxiliary agrees to

maintain this provision as part of its Constitution or Articles of Incorporation. In the event Auxiliary should change this provision to make other dispositions possible, this agreement shall terminate as of the date immediately preceding the date such change becomes effective.

13. USE OF CAMPUS FACILITIES

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

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

14. CONTRACTS FOR CAMPUS SERVICES

Auxiliary may contract with Campus for services to be performed by state employees for the benefit of Auxiliary. Any agreement must be documented in a written memorandum of understanding between Auxiliary and Campus. The memorandum of understanding shall among other things, specify the following: (a) full reimbursement to Campus for services performed by a state employee in accord with CCR 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.

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.
Executive Director
California State University San Marcos
San Marcos, CA 92096-0001

Notice to the CSU shall be addressed to:

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

Notice to the Campus shall be addressed as follows:

Office of the President
California State University San Marcos
San Marcos, CA 92096-0001

21. AMENDMENT

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

22. RECORDS

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

23. TERMINATION

CSU may terminate this agreement upon Auxiliary's breach of or failure to comply with any term of this agreement by providing Auxiliary with a minimum of ninety (90) days advance written notice. Auxiliary may use the ninety-day advance notice period to cure

the breach. If, in the judgment of CSU, the breach has been cured, the termination notice will be cancelled.

24. REMEDIES UPON TERMINATION

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

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

25. SEVERABILITY

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

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

Approved: July 17, 2019

California State University San Marcos

By Ellen J. Neufeldt
Ellen J. Neufeldt, Ed.D.
President

Executed on July 15, 2019

Associated Students, Inc.

By Annie Macias
Annie Macias
Executive Director

Executed on July , 2019

California State University
Office of the Chancellor
Contract Services and Procurement

By Verna Ale Paniani



ASSOCIATED STUDENTS, INC.

STANDARD OPERATIONS POLICY & PROCEDURE MANUAL

POLICY:	CONFLICT OF INTEREST
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EFFECTIVE DATE:	APRIL 12, 2002
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REVISED DATE:	JULY 26, 2012
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APPROVAL DATE:	JULY 31, 2012
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PURPOSE

To establish policy and procedures for conducting personal and business matters so as to avoid actual, potential, and/or apparent conflict between self interests of ASI Board of Director members, professional staff, and student employees and the interests of ASI and/or CSU San Marcos.

This policy complies with California Education Code, which has specific requirements for the governing board of an auxiliary organization regarding conflict of interest.

I. POLICY AND PROCEDURES

- A) For purposes of this policy, conflict of interest is defined as participating in and/or making decisions which could reasonably affect a person's economic interests in any material way, and any participation which impacts a person's economic interest differently than other persons with the same association with the auxiliary organization
- B) The ASI Board of Directors is governed by California Education Code, Sections 89906 - 89909. ASI professional staff and student employees will adhere to California Education Code as specified below.
 - 1) California Education Code, Section 89906: No member of the governing board of an auxiliary organization shall be financially interested in any contract or other transaction entered into by the board of which he or she is a member. Any contract or transaction entered into in violation of this section is void.
 - 2) California Education Code, Section 89907: No contract or other transaction entered into by the governing board of an auxiliary organization is void under the provisions of Section 89906, nor shall any member of such board be disqualified or deemed guilty of misconduct in office under said provisions, if the circumstances specified in the following subdivisions exist:

- a) The fact of such financial interest is disclosed or known to the governing board and noted in the minutes, and the governing board thereafter authorizes, approves, or ratifies the contract or transaction in good faith by a sufficient vote without counting the vote or votes of such financially interested member or members, and
 - b) The contract or transaction is just and reasonable as to the auxiliary organization at the time it is authorized or approved.
- 3) California Education Code, Section 89908: The provisions of Section 89907 shall not be applicable if the circumstances specified in any of the following subdivisions exist:
- a) The contract or transaction is between an auxiliary organization and a member of the governing board of that auxiliary organization.
 - b) The contract or transaction is between an auxiliary organization and a partnership or unincorporated association of which any member of the governing board of that auxiliary organization is a partner or in which he or she is the owner or holder, directly or indirectly, of a proprietorship interest.
 - c) The contract or transaction is between an auxiliary organization and a corporation in which any member of the governing board of that auxiliary organization is the owner or holder, directly or indirectly, of 5% or more of the outstanding common stock.
 - d) A member of the governing board of an auxiliary organization with interest in a contract or transaction within the meaning of Section 89906, and without first disclosing such interest to the governing board at a public meeting of the board, influences or attempts to influence another member or members of the board to enter into the contract or transaction.
- 4) California Education Code, Section 89909: It is unlawful for any person to utilize any information, not a matter of public record, which is received by him or her by reason of membership on the governing board of an auxiliary organization, for personal pecuniary gain, regardless of whether he or she is or is not a member of the governing board at the time such gain is realized.

C) Procedures:

- 1) All voting members of the ASI Board of Directors are required to sign a Conflict of Interest Statement (Attachment A) upon being sworn into office. All ASI professional staff and student employees are required to sign a Conflict of Interest Statement at commencement of employment and at the beginning of each fiscal year. All statements are collected and retained the ASI Corporate Office.
- 2) Any member of the ASI Board of Directors, professional staff, or student employee who cannot separate from a conflict of interest shall be asked to resign his or her position.
- 3) The ASI Executive Director administers the Conflict of Interest Policy. All conflicts or potential conflicts of interest are referred to the Executive Director for remediation. Unresolved conflicts will be reviewed by the ASI Executive Committee for recommendations and/or decisions. ASI Executive Committee decisions can be appealed to the ASI Board of Directors, who has final decision-making authority in instances of appeals.

Associated Students, Inc Conflict of Interest Statement

I certify that I have no personal or financial interest and no present or past employment activity which would be incompatible with my participation in the Associated Students, Inc. solicitation process and that I am fully able to give full, fair and impartial consideration to all proposals/bids as an appointee to the related evaluation team.

I fully understand and agree to immediately disqualify myself as soon as I am aware of a conflict of interest that may compromise my fair and impartial consideration of the proposal/bids.

I certify that I will hold in the strictest confidence all bids, proposals, correspondence, memoranda, working papers, or any other media which has any bearing on, or discloses any aspect of, any vendor's response or potential response to the Associated Students, Inc.

I fully understand that it is unlawful for a person to utilize any Associated Students, Inc. information that is not a matter of public record, for personal pecuniary gain.

I fully understand that any violation of the above is a basis for disciplinary action, including dismissal.

I am aware that the following firms have submitted or may submit proposals:

{List firms if any}

Date: _____

Signed: _____

Name: _____

Title: _____

Organization: _____

EXHIBIT A: Conflict of Interest Policy



ASSOCIATED STUDENTS, INC.

STANDARD OPERATIONS POLICY & PROCEDURE MANUAL

POLICY:	PUBLIC RELATIONS POLICY
EFFECTIVE DATE:	AUGUST 21, 2014
APPROVAL DATE:	AUGUST 21, 2014

PURPOSE

Funds are provided through Associated Students, Inc. for the purpose of public relations under the purview of Title 5. These funds, which materially affect the success of the University and the Associated Students, Inc., are used to establish relationships with educational and surrounding communities and to foster public understanding and goodwill.

POLICY AND PROCEDURES**I. POLICY****A) Sources of Funds:**

Associated Students, Inc. funds, which may be used for public relations, are generated through gifts and University- and Associated Students, Inc.-sponsored activities. Specific allocations may be made by the University on an annual basis from the net revenues resulting from various events for campus and community outreach or public relations.

B) Uses of Funds:

The use of funds is limited to those expenditures which promote the mission of the University.

C) Public Relations Allowable Expenses Guidelines:

- 1) Allowable expenses fall into several categories, including but not limited to:
 - a) Dues, memberships, subscriptions providing continuing contact with key organizations.
 - b) Meals and accommodations for visitors
 - c) Community affairs, lectures, conferences, meetings, and special events
 - d) Travel and constituent relations.
- 2) A partial list of the most frequently occurring expenses is listed below:
 - a) Business breakfast/lunch/dinner
 - b) Events (receptions, golf, sporting events)
 - c) Farewell and retirement parties
 - d) Beverages (non-alcoholic and alcoholic)
 - e) Greeting Cards
 - f) Gifts and flowers (farewell, birthdays, sympathy, get well, graduation, etc.)
 - g) Tuxedo and gown rental
 - h) Other public relations expenses

II. PROCEDURES

- A) An Expenditure Request Form (ERF) must be completed to receive reimbursement. There are two different forms:
 - 1) ASI ERF (Attachment A) requires the signature of the individual requesting the reimbursement and the department supervisor or the Executive Director, or designee.
 - 2) Campus Sponsored Student Organization ERF (Attachment B) requires the signatures of the Organization President, Treasurer, and Advisor.
- B) Requisitions with back up documentation should be submitted within one week of purchase.
- C) All requisitions with original invoices, supporting documentation and brief description of the event and the attendees are submitted to the ASI Corporate Office, which then follows the procedures outlined in the Accounts Payable Policy.



Associated Students, Inc.
 California State University, San Marcos
 San Marcos, CA 92096-0001
 (760) 750-4990 Fax (760) 750-3149

3037

Established 1991

ASI Expenditure Request Form

DATE: _____

ASI DEPARTMENT NAME: _____
 (i.e. Administration, BOD, Programming Board, Recreation, Intramurals)

ACCOUNT # _____ - _____ - _____ - _____
Expense Account # Fund Account # Dept Account # Class Account #

ISSUE A CHECK PAYABLE TO:

NAME: _____ PHONE: () _____

ADDRESS: _____

AMOUNT: _____

REASON FOR EXPENDITURE REQUEST: _____

AUTHORIZATION SIGNATURES

 INDIVIDUAL REQUESTING REIMBURSEMENT DEPARTMENT SUPERVISOR



Associated Students, Inc.
 California State University, San Marcos
 San Marcos, CA 92096-0001
 (760) 750-4990 Fax (760) 750-3149

5435

Established 1991

CAMPUS SPONSORED STUDENT ORGANIZATIONS

Expenditure Request Form

DATE: _____

CLUB/ORGANIZATION NAME: _____

ACCOUNT # 660090 - _____ - 2112
Expense Account # Club Account #

ISSUE A CHECK PAYABLE TO:

NAME: _____ PHONE: () _____

ADDRESS: _____ AMOUNT \$ _____

STUDENT I.D. _____

REASON FOR REQUEST: _____

DATE OF EVENT: _____ LOCATION OF EVENT: _____

PLEASE CHECK ONE:

- Original Receipts Attached
- Original Invoice Attached
- Itemized Invoice/Receipts Attached
- Purchase Order Request

CLUB AUTHORIZATION SIGNATURES

(FOR APPROVAL ALL SIGNATURES ARE NEEDED)

CLUB PRESIDENT CLUB TREASURER CLUB ADVISOR ASI STAFF

FOR OFFICE USE ONLY:		
Date Paid: _____	Check No. _____	Staff Initial _____
White - ASI Accounting	Yellow - ASI Office	Pink - Club/Organization Treasurer

Associated Students, Inc. of
California State University San Marcos

Articles of Incorporation

Associated Students, Inc. of
California State University San Marcos

RESTATED REGISTRATION - 2013
ARTICLES OF INCORPORATION

Not

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FILED
Secretary of State
State of California

JUN 26 2013

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RESTATED ARTICLES OF INCORPORATION

Scott Silviera and Audrey Juarez certify that:

1. They are the president and secretary, respectively, of The Associated Students of California State University, San Marcos, a California nonprofit 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. OF CALIFORNIA STATE UNIVERSITY
SAN MARCOS

**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 public purposes.

**ARTICLE III
Purposes**

This corporation is organized and operated solely for the benefit of California State University San Marcos. 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) To operate exclusively for public and charitable purposes within the meaning of the California Revenue and Taxation Code Section 23701(d) (or corresponding provisions of any future California Revenue Law).

(b) Subject to the direction and approval of the University President or designee, to develop, manage and oversee campus programs at California State University San Marcos, for the benefit of students, faculty, staff, and alumni in order to promote and assist the educational program of the University operating as an integrated part of the overall University campus program, and to apply the funds and properties coming into its control toward furthering the educational mission of the University.

(c) To provide student leadership, self-governance, and civic and cultural development opportunities as the Board of Directors and members of this corporation may find or consider to be suited to the primary purpose of advancing the welfare of California State University San Marcos, and for promoting the common educational interests of students of California State University San Marcos, as approved by the University President or a designee.

(d) To do or refrain from doing any lawful act or thing which at anytime may be authorized by the Board of Directors or members of this corporation, so long as the doing or refraining from doing the lawful act will advance the welfare of California State University San Marcos, and promote the common educational interests of students of California State University San Marcos.

(e) To provide service and support to the students of California State University, San Marcos.

This corporation is formed, and shall operate exclusively at California State University San Marcos in accordance with Internal Revenue Code Section 509(a)(3).

ARTICLE IV Conformity with Law

The corporation shall be an auxiliary organization to California State University San Marcos, and shall conduct its operations in conformity with the California statutes governing such organizations (Chapter 7, commencing with Section 89900, of Part 55, Division 8, Title 3 of the Education Code) and the Regulations adopted by the Board of Trustees of California State

University (Subchapter 6, commencing with Section 42400, of Chapter 1, Division 5 of Title 5 of the California Code of Regulations) as required by the Education Code, Section 89900(c).

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

No substantial part of the activities of this corporation shall be 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 VII
Irrevocable Dedication and Dissolution

This corporation irrevocably dedicates its assets for the benefit of California State University San Marcos. Upon the dissolution of this corporation, net assets other than trust funds shall be distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code (or corresponding section of any future federal tax code) or to a government for public purposes, as approved by the President of California State University San Marcos and by the Chancellor of the California State University. Trust funds shall be distributed consistent with the terms of the trust instruments and section 501(c)(3) of the Internal Revenue Code (or corresponding section of any future federal tax code).

ARTICLE VIII
Officers and Directors

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

ARTICLE IX
Members

The qualifications of membership, any member classifications, the property, voting and other rights, preferences, privileges, conditions and duties, and termination or suspension of each membership class, and the dues, fees or assessments, shall be stated in the Bylaws.

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
Amendment

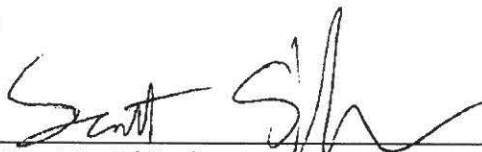
The Articles of Incorporation of this corporation may be amended only by resolution of the Board of Directors adopted by the majority vote of the Board of Directors, and approved by the University President, and consistent with the Article IX and the Bylaws.

3. The foregoing amendment and restatement of Articles of Incorporation has been duly approved by the board of directors.
4. The foregoing amendment and restatement of Articles of Incorporation has been duly approved by the required vote of the members.

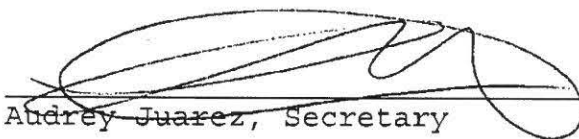
Verification

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: 4/19/2013



Scott Silveira, President



Audrey Juarez, Secretary

Associated Students, Inc. of
California State University San Marcos

AMENDMENT - 2000
ARTICLES OF INCORPORATION

A0550208

189 3108
CERTIFICATE OF AMENDMENT OF
ARTICLES OF INCORPORATION OF
THE ASSOCIATED STUDENTS
OF
CALIFORNIA STATE UNIVERSITY, SAN MARCOS

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

JUL 17 2000

Bill Jones
BILL JONES, Secretary of State

Dean Manship and Jocelyn Brown certify that:

1. They are the President and Secretary respectively of THE ASSOCIATED STUDENTS OF CALIFORNIA STATE UNIVERSITY, SAN MARCOS, a California nonprofit, public benefit corporation.
2. The following amendment to the Articles of Incorporation has been approved by the Board of Directors:

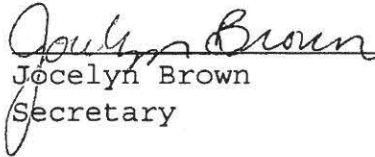
RESOLVED that Article VII of the Articles of Incorporation be amended to read as follows:

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 the 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 California State University, San Marcos, 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 charitable and educational purposes meeting the requirement for exemption specified in Section 214 of the Revenue and Taxation Code.

3. The corporation has members



Dean Manship
President



Jocelyn Brown
Secretary

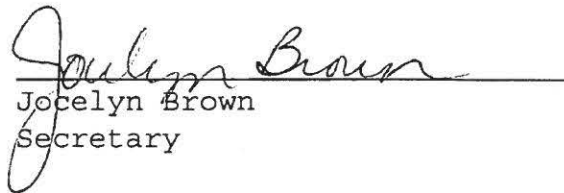
VERIFICATION

Each of the undersigned declares under penalty of perjury that the statements contained in the foregoing certificate are true and correct of his own knowledge.

Executed at San Marcos, California on July 7, 2000.



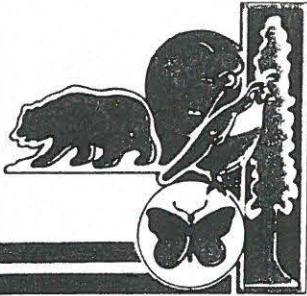
Dean Manship
President



Jocelyn Brown
Secretary

Associated Students, Inc. of
California State University San Marcos

REGISTRATION - 1994
ARTICLES OF INCORPORATION



State of California

SECRETARY OF STATE'S OFFICE

1893108

CORPORATION DIVISION

CSU
SAN MARCOS

MAY 14 1996

RECEIVED
EXECUTIVE VICE PRESIDENT

I, *TONY MILLER*, Acting Secretary of State of the State of California, hereby certify:

That the annexed transcript has been compared with the corporate record on file in this office, of which it purports to be a copy, and that same is full, true and correct.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this

JUL 15 1996



Tony Miller

Acting Secretary of State

1893108

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

JUL - 5 1994

Tony Miller
Acting Secretary of State

ARTICLES OF INCORPORATION
OF
THE ASSOCIATED STUDENTS
OF
CALIFORNIA STATE UNIVERSITY, SAN MARCOS

ARTICLE I

The name of this Corporation is:

THE ASSOCIATED STUDENTS OF
CALIFORNIA STATE UNIVERSITY, SAN MARCOS

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.
- B. The specific purposes of this Corporation are to provide a means for responsible and effective participation in the student government; to provide an official voice through which students' opinions may be expressed; to foster awareness of these opinions both on and off campus, to assist in the protection of the rights and interests of the individual student and the student body; to provide services and programs as deemed necessary by the Corporation to meet the needs of the student and campus community; to 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 there to, except as may be limited by Article III hereinafter.

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 under the supervision of the President of California State University, San Marcos as required by the California Code of Regulations Title 5, Section 42401 and 42402.

ARTICLE IV

Exempt Status and Limitations on Activities

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

B. 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.

C. 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 or in opposition to any candidate for public office.

ARTICLE V

Officers and Directors

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

B. Officers and Directors of this Corporation are not liable for the debts, liabilities, or obligations of this Corporation.

ARTICLE VI

Members

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

B. Members of this Corporation are not liable for the debts, liabilities, or obligations of this Corporation.

ARTICLE VII

Dedication and Dissolution

A. 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.

B. 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 California State University, San Marcos, 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.

ARTICLE VIII

Initial Agent for Serves 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
761 West Kimberly Avenue
Placentia, California 92670

ARTICLE IX

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 a quorum of A.S. Council.
2. A petition bearing the signatures of at least ten (10) percent of the total regular membership of the Associated Students.

B. Amendments must then be approved by two-thirds (2/3) of the total votes cast on this issue at any special or regular election held during the Fall or Spring semesters.

ARTICLE X

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

THE ASSOCIATED STUDENTS OF
CALIFORNIA STATE UNIVERSITY, SAN MARCOS

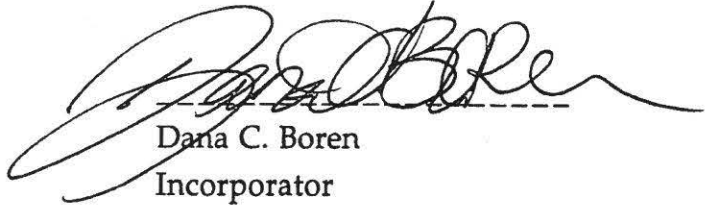
THE ASSOCIATED STUDENTS OF
CALIFORNIA STATE UNIVERSITY, SAN MARCOS

Date: January 8, 1993



Richard D. Molloy, Jr.

Incorporator



Dana C. Boren

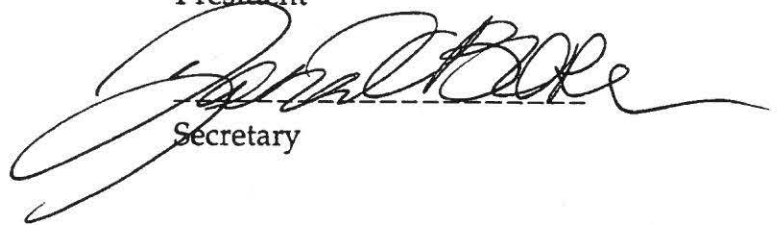
Incorporator

Richard D. Molloy, Jr. and Dana C. Boren 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 OF CALIFORNIA STATE UNIVERSITY, SAN MARCOS 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: January 8, 1993



President



Secretary

Revision D: 7/30/93

CALIFORNIA STATE UNIVERSITY, SAN MARCOS

Office of the President

October 25, 1993

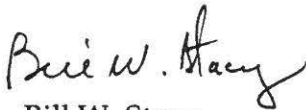
Office of the Secretary of State
1230 J Street, Suite 209
Sacramento, California 95814

RE: Incorporation of the Associated Students of California State University,
San Marcos

To Whom It May Concern:

I hereby authorize the California State University, Associated Students of
California State University, San Marcos to incorporate using the name of the
University.

Sincerely,



Bill W. Stacy
President

BWS:tb

San Marcos, California 92096-0001 U.S.A.
(619)752-4040 FAX (619)752-4033
The California State University



STATE OF CALIFORNIA

FRANCHISE TAX BOARD

P.O. BOX 1286
RANCHO CORDOVA, CA. 95741-1286

July 5, 1994

In reply refer to
340:G :PTS

THE ASSOCIATED STUDENTS OF CALIFORNIA
STATE UNIVERSITY, SAN MARCOS
C/O JOHN W. FRANCIS
761 W. KIMBERTY AVE.
PLACENTIA CA 92670

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

July 5, 1994

THE ASSOCIATED STUDENTS OF CALIFORNIA

Page 2

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.

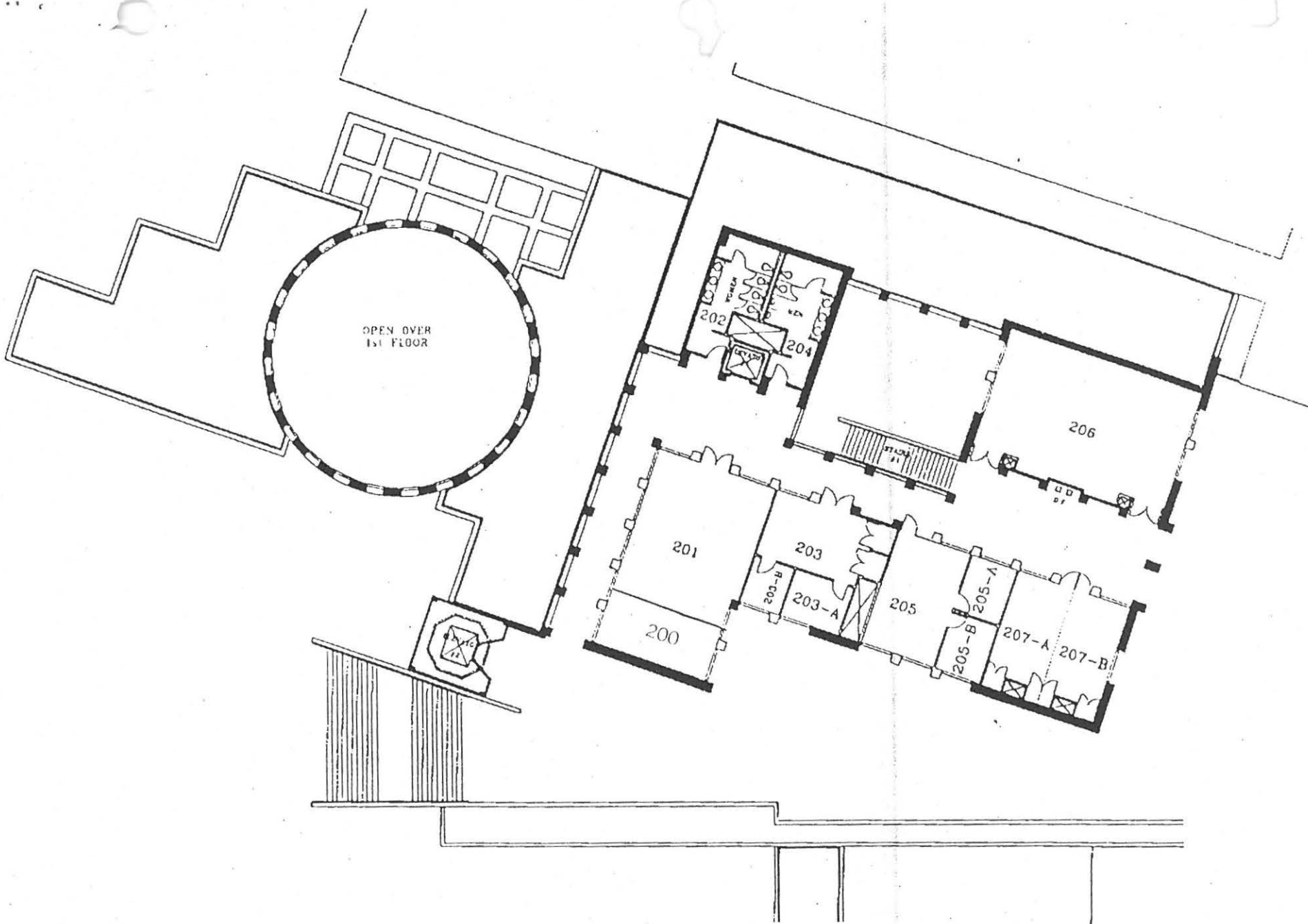
If the organization is incorporating, this approval will expire unless incorporation is completed with the Secretary of State within 60 days.

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

P SHEK
EXEMPT ORGANIZATION UNIT
CORPORATION AUDIT SECTION
Telephone (916) 369-4171

EO :
cc: SECRETARY OF STATE
REGISTRY OF CHARITABLE TRUSTS

COPY



ATTACHMENT 2

CSU, San Marcos
Commons, Plaza Level

Revised 10/26/95

Attachment 2

Commons Building #002 on Main Campus
Suites 201, 203, & 205 – 2,186 assignable square feet
Main Campus is located at 333 South Twin Oaks Valley Road

