



ADMINISTRATIVE MANUAL

Policy 007

Director Agreement

Concerning Confidentiality, Access to Proprietary Information, Liability of Directors,
Eligibility to Serve and Required Duties & Responsibilities

THIS AGREEMENT ("Agreement") is between _____ ("Board of Director") and Associated Students, Inc. ("A.S.I.") of California State University, Los Angeles. The purpose of this Agreement is to define the obligations of Board of Director and A.S.I. as they relate to 1) the access, use and protection of A.S.I. confidential, proprietary or privacy information or documents, which includes writings of any kind, and are referred to collectively in this Agreement as "Confidential Information"; 2) liability of Board of Director and obligations therein pursuant to service as a member of the Board of Directors of the Associated Students, Inc. of California State University, Los Angeles; 3) acknowledgement of minimum eligibility requirements set forth by the Board of Trustees and/or their duly elected Chancellor of the California State University and the duties and 4) responsibilities of Board of Directors (ASI BOD members) as set forth in Article VI, Section 3 and Article VIII of the Bylaws of the Associated Students, Inc. of California State University, Los Angeles.

Board of Director and A.S.I. agree as follows:

1. **Protection of Confidential Information.** A.S.I. intends to and has expended substantial sums of money, time and effort to develop, create, and acquire Confidential Information that it uses in its administrative and business operations. The Confidential Information is not generally known to anyone outside of the administrators, business operations personnel, and A.S.I. Board of Directors. Some of the Confidential Information gives A.S.I. a valuable advantage over its competitors and prospective competitors, some of the Confidential Information contains sensitive financial information, and some of the Confidential Information involves personnel records and other information which involves a right of privacy held by A.S.I. and/or by individuals.
 - A) Board of Director agrees that he/she will treat any information or documents, records or writings of any description of A.S.I., which is identified in writing as such by A.S.I., as Confidential Information until A.S.I. advises Board of Director otherwise in writing. _____
 - B) Board of Director agrees that, without the prior written consent of A.S.I., he/she will not publish, distribute, disclose or otherwise use any Confidential Information except in the performance of the Board of Directors duties as a member of the Board of Directors. _____
 - C) Board of Director agrees that he/she will not at any time use any Confidential Information in any manner which may directly or indirectly have an adverse effect on the business and/or administrative operations of A.S.I. or which would tend to reduce the proprietary value of any Confidential Information.



- D) Board of Director agrees, upon termination of Board of Directors term of office, to promptly return to A.S.I. any documents, records or writings of any description which contain, refer to, or relate to the Confidential Information which Board of Director has obtained during his/her term of office.
- E) Board of Director agrees that he/she will not make or retain any unauthorized copies or other reproductions of Confidential Information.
- F) Board of Director acknowledges that all Confidential Information that Board of Director acquires by virtue of his/her term of office with A.S.I. belongs to A.S.I. under California Labor Code § 2860. Board of Director also acknowledges that the authorized taking of certain types of Confidential Information is a violation under California Penal Code § 499 (c) and is punishable by imprisonment for a period not exceeding one year, or by a fine not exceeding five thousand dollars (\$5,000.00), or both. Director further acknowledges that an unauthorized misappropriation of Confidential Information could also result in civil liability under California Civil Code § 3426, and that willful misappropriation may result in an award against Board of Director for double the amount of A.S.I.'s damage and A.S.I.'s attorney fees incurred in obtaining an award against Director.

2. **Liability of Directors of California State University Auxiliary Organizations.** The standard of responsibility the law imposes on directors of corporations is generally described as the degree of care which ordinary prudent individuals prompted by self-interest would exercise under similar circumstances in dealing with their own property. Director hereby acknowledges and agrees:

- A) Board of Director is not liable for the debts, liabilities, or obligations of A.S.I.; but Board of Director may be held liable for losses suffered by A.S.I. as a result of their poor judgment if they do not exercise reasonable diligence in seeking and analyzing the information that is available before they make corporate decisions.
- B) Board of Director is liable to the A.S.I. for his or her own intentional acts that damage A.S.I. and for losses resulting from gross negligence in their supervision of A.S.I. employees. Board of Director has a duty to be knowledgeable about corporate affairs. Board of Director may delegate management duties provided they retain general supervision over corporate activities; but Board of Director may not abdicate their duty to direct and may be chargeable with any losses resulting from failure to participate. In the absence of gross negligence, however, Board of Director is entitled to base their decisions on data supplied by subordinates. While director is not liable for the wrongful acts of employees or other agents of the corporation, Board of Director is liable to third parties for their own wrongful acts even though they are acting on behalf of A.S.I.
- C) Board Director is required to exercise their powers in good faith with a view to the interests of the corporation. Board of Director agrees to subordinate their individual and private interests to their duty to the corporation whenever the two conflicts. In this regard, the California Education Code, Section 89906, says: "No member of the governing board of an auxiliary organization shall be financially interested in any contract or other transaction entered into by the board of which he is a member, and any contract or transaction entered into in violation of this section is void." Education Code, Section 89909, makes it unlawful for any member of the board of directors of an auxiliary organization to utilize information obtained by reason of membership on the board for personal gain; and the corporation may recover any such gain realized.



- D) Board of Director holds a "public trust" which requires special attention to following not only the letter but also the spirit of the law.

3. Board of Director's Eligibility to Serve.

- A) In addition to regular membership in the Association, and requirements specified in these Bylaws, a student Board of Director must meet the following academic requirements in order to be eligible for elected or appointed voting office in the A.S.I. Board of Directors

(1) All Board of Directors must:

- a. Be in good standing "A student shall be considered in good standing unless he or she is on academic probation; academically disqualified; on disciplinary probation, expulsion, or suspension; or under defaulted financial obligation to the University".
- b. Have a 2.0 or better cumulative GPA during the previous quarter.

(2) Undergraduate applicants must:

- a. Have earned at least nine (9) quarter units of academic credit during the previous quarter. Note: Remedial course units are not counted as academic credit
- b. Be enrolled in at least four (9) quarter units of academic credit in the present quarter (with the exception of one quarter off from taking classes during the year in service)
- c. Have not earned more than 225 quarter units.

(3) Graduate applicants must:

- a. Have earned at least four (4) quarter units of graduate-level academic credit during the previous quarter. Note: Remedial course units are not counted as academic credit
- b. Be enrolled in at least four (4) quarter units of graduate credit in the present quarter (with the exception of one quarter off from taking classes during the year in service)
- c. Have not earned more than 75 quarter units.

- B) Each quarter, all student members of the A.S.I. Board of Directors must sign a statement indicating that they have read and are aware of the "Liabilities of Board of Directors".

- C) Candidates and incumbents for college-specific seats must have a declared major appropriate to that college or the category of undeclared and unclassified majors as defined by the University. In the event that an A.S.I. Board of Director Representative of the undeclared majors declares a major, the representative will continue to serve until the next general election.

4. **Duties & Responsibilities of Board of Directors.** Board of Director acknowledges and agrees to perform the following duties and responsibilities of A.S.I. Board members in accordance with established motions of previous Boards, as well as Article II, Section 10 of the A.S.I. BOD Codes of Procedures:

- A) Attend all A.S.I. Board of Director meetings on alternating Thursdays from 3:30 PM – 6:00 PM
- B) Be responsible for carrying out the duties specified in the Associated Students, Inc. Bylaws (Articles VI and VIII)
- C) Actively seek out the opinions, needs, and desires of constituents, and organizations within his/her constituency



- D) Present to the Board of Directors for consideration such measures as might serve to resolve any and all student-related problems faced by his/her constituency
- E) Ensure that all necessary activities and policies are initiated and carried out for the student body at large
- F) Be responsible for fulfilling the required minimum of specific duty hours and service hours to the University community on behalf of the Associated Students, Inc. per week noted below. In addition, Board members shall be responsible for a minimum of two (2) office hours to be held in the A.S.I. offices. All Board of Directors shall report when and where these hours will be held to the Secretary/Treasurer during the first week of each quarter during the Director's term of office. Any changes in these office hours are to be reported to the Secretary/Treasurer immediately.
- I. Specific Duties – 30% - Each A.S.I. member shall satisfy the following minimum hours of specific duties per position:
 - i. President, VPA, VPAG, & VPF = 12 hours
 - ii. Secretary Treasurer = 10 hours
 - iii. College Rep & At-Large B.O.D. members = 8 hours
 - II. Service – Each A.S.I. Board member shall satisfy the following minimum hours of service hours per position:
 - i. President = 2 hours
 - ii. VPA, VPAG, & VPF = 3 hours
 - iii. Secretary Treasurer = 4 hours
 - iv. College Rep & At-Large B.O.D. members = 6 hours
- G) If unable to attend a meeting and having in his/her possession papers necessary for business to be presented to the Board of Directors, leave them with the chairperson.
- H) Speak no more than three (3) minutes on any question except when an extension is granted by the chairperson, subject to appeal.
- I) If rising to speak on protest, be allowed to speak for a period not to exceed one (1) minute after the deciding vote.
- J) May act with the Board of Directors in censoring a director for violation of its code of procedures with concurrence of two-thirds (2/3) of the directors present.
- K) Report his/her arrival or departure from the Board of Directors meeting to the Recording Secretary.
- L) Yield to a member of the gallery to speak on an issue during a period of discussion.
- M) Perform any other responsibilities that may be delegated by the President
- N) If wishing to take a quarter off from classes, submit a written statement of intent to the A.S.I. General Manager no later than the drop deadline for that quarter. During their quarter off, board members must not be registered for any classes at this University.
- O) Be responsible for submitting a copy of his/her corporate calendar stating times, dates, place, and a brief description of all A.S.I. related activities to be counted for service/office hours to the Secretary/Treasurer the day before every Board of Directors meeting. Service/Office hours should be projected for weeks when there are no meetings.
- P) Be responsible for submitting a copy of his/her bi-weekly report to the Secretary/Treasurer the day before every Board of Directors meeting. This report shall contain a log of events, responsibilities covered, areas that need to be handled, and suggestions for course of action.
- Q) Understand that failure to perform the duties of a Director may result in the following consequences:
- a. Reduction of one day of the Directors quarterly GIA for each missing bi-weekly report: #4 Item A-Q _____
 - b. Reduction of one hour for every hour of service not performed
 - c. Stipend withheld for failure to submit a copy of the corporate calendar



Reduction up to 20% of the total quarterly GIA at the discretion of the Secretary/Treasurer

5. Miscellaneous Provisions

- A) Board of Director acknowledges that a breach of any provision of this Agreement is a breach of the fiduciary duties owed by Board of Director to A.S.I. A breach of any provision of this Agreement may result in a recommendation for disciplinary action by the A.S.I. Judicial Review Committee, and A.S.I. Board approval of the recommendation including, but not limited to, termination of Board of Directors term of office as provided for in the A.S.I. Bylaws. In the event Board of Director is removed from the A.S.I. Board, that member shall be ineligible for appointment or election to an Executive Officer of by a University or non-University Committee to serve on A.S.I. Board for the remainder of the term for the position being vacated.
- B) This Agreement is supplementary to, and shall not be considered a waiver of, any rights of A.S.I. that may exist independently of this Agreement.
- C) Should any provision of this Agreement be determined to be invalid or unenforceable under applicable law, then such provision shall be construed to cover only that duration, extent, or activity which is valid and enforceable. Board of Director acknowledges the uncertainty of the law in this respect and expressly stipulates that this Agreement be given the construction, which renders its provisions valid and enforceable to the maximum extent permissible (not exceeding its express terms), under applicable law.
- D) A waiver by either party of a breach of provision or provisions of this Agreement shall not constitute a general waiver, or prejudice the other party's right otherwise to demand strict compliance with that provision or any other provisions in this Agreement.
- E) Any notice required or permitted to be given under this Agreement or the A.S.I. Bylaws relating to disciplinary action against a Board of Director shall be sufficient, if it is in writing and is sent by mail to his/her residence, or hand-delivered to the Board of Director.
- F) This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous oral, written or implied agreements, representations, and understandings of the parties pertaining to the subject matter hereof. This Agreement may not be modified except in writing signed by both parties.
- G) This Agreement shall be governed by and construed in accordance with the laws of the State of California. Venue for any action relating to this Agreement shall be in Los Angeles County, California.

Board of Director

By: _____

Name: _____

Date: _____

A.S.I. California State University, Los Angeles

By: A.S.I. President _____

Name: Shane Vera _____

Date: _____

By: A.S.I. Executive Director _____

Name: Intef W. Weser _____

Date: _____

