

**Ref: Policy 007**

**Associated Students, Incorporated**

**California State University, Los Angeles**

**ASI Student Leader Agreement**

**Concerning Confidentiality, Access to Proprietary Information, Liability of ASI Student Leaders,**

**Eligibility to Serve and Required Duties & Responsibilities**

THIS AGREEMENT (“Agreement”) is between (the ASI Directors or Officer identified below) and Associated Students Cal State LA, Inc. (“ASI”) . The purpose of this Agreement is to define the obligations of the members of the ASI Board of Directors, Commissioners, Officers, and Senators, herein collectively referred to as “Student Leaders”, as they relate to 1) the access, use, and protection of confidential, proprietary, or private information or documents, which includes writings of any kind, and are referred to collectively in this Agreement as “Confidential Information”; 2) liability of the Student Leaders and obligations therein pursuant to service as an elected or appointed leader of ASI; 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 the Student Leaders as set forth in the ASI Bylaws .

ASI Student Leaders agree to the following:

1. **Protection of Confidential Information**. Student Leaders will have access to documents and information that is confidential in nature relating to the administrative and business operations, finances, and legal status of the organization. Some information may also relate to personnel matters, which involves a right to privacy for the organization and the individual. As such, Student Leaders herein agree:

	1. They will treat any information or documents, records, or writings , as Confidential Information unless otherwise stated by the ASI staff
	2. , Without the prior written consent of ASI, they will not publish, distribute, disclose or otherwise use any Confidential Information except in the performance of their duties.
	3. They will not at any time use any Confidential Information in any manner that may directly or indirectly have an adverse effect on the business and/or administrative operations of ASI or which would tend to reduce the proprietary value of any Confidential Information.
	4. Upon termination of their term of office, they shall promptly return to ASI any documents, records, or writings of any description which contain, refer to, or relate to the Confidential Information they have obtained during their term of office.
	5. They will not make or retain any unauthorized copies or other reproductions of Confidential Information.
	6. All Confidential Information that Student Leaders acquire by virtue of their term of office with ASI belongs to ASI under California Labor Code § 2860. Student Leaders also acknowledge 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. Student Leaders further acknowledge 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 them for double the amount of ASI’s damage and ASI’s attorney fees incurred in obtaining an award against the individual Student Leader.
2. **Student Leader Eligibility to Serve.** To be eligible to serve as a Student Leader, each individual must meet and maintain the requirements specified in the ASI Bylaws and specified by the CSU Chancellor’s Office. Student Leaders hereby acknowledge and agree they shall meet and maintain the following requirements for the duration of their term in office:
	* 1. All Student Leaders shall:
			1. Be in good standing with the University that is defined as, “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”.
			2. Maintain a 2.5 or better cumulative and term GPA.
		2. All Undergraduate Student Leaders shall:
			1. Be enrolled in at least six (6) semester units of academic credit in the present semester
			2. Must not have earned more than 150-semester units.
		3. All Graduate Student Leaders shall:
			1. Be enrolled in at least three (3) semester units of graduate credit in the present semester
			2. Maintain a 3.0 or better cumulative GPA while in office.
			3. Have not earned more than 50-semester units.
	1. Each semester, all student members of the ASI Board of Directors must sign a statement indicating that they have read and are aware of the “Liabilities of Board of Directors”.
	2. Student Leaders college-specific seats shall declare a major appropriate to their college, or the category of undeclared and unclassified majors as defined by the University. In the event that Student Leader of the undeclared majors declares a major, the representative shall continue to serve in their currently elected role until the next general election.
3. **Duties & Responsibilities of Student Leaders**. Student Leaders acknowledge and agree to perform the duties and responsibilities outlined in the ASI Bylaws, Codes of Procedures, and Policies. Student Leaders shall:

	1. Attend all meetings required for the offices they hold and committees they are appointed to
	2. Carry out the duties specified in the Associated Students, Inc. Bylaws that pertain to their office
	3. Actively seek the opinions, needs, and desires of constituents and organizations within their constituency
	4. Present issues and ideas for consideration such measures as might serve to resolve any and all student-related problems faced by their constituency
	5. Ensure all necessary activities and policies are initiated and carried out for the student body at large
	6. Fulfill the required minimum of specific duty hours and service hours to the University community on behalf of the Associated Students, Inc. per week. In addition, Student Leaders shall be responsible for a minimum of two (2) office hours to be held in the ASI offices. All Student Leaders shall report when and where these hours will be held to the Secretary/Treasurer during the first week of each academic term. Any changes in these office hours shall be reported to the Secretary/Treasurer immediately.
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	11. Perform any other responsibilities that may be delegated by the President or the ASI Board of Directors
	12. If wishing to take a semester off from classes, submit a written statement of intent to the ASI Executive Director no later than the drop deadline for that semester. During their semester off, board members must not be registered for any classes at this University.
	13. Submit a copy of their calendar stating times, dates, places, and a brief description of all ASI related activities to be counted for service/office hours to the Secretary/Treasurer the day before each Board of Directors meeting. Service/Office hours for the weeks when there are no meetings shall be projected.
	14. Submit a copy of their bi-weekly report to the Secretary/Treasurer the day before each 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.
	15. Understand that failure to perform the duties of their elected or appointed position may result in the following consequences to and including removal upon review as outlined in ASI Policy 020 -– ASI Officer Performance Review and Removal Procedure
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4. **Miscellaneous Provisions**
	1. Student Leaders acknowledge that a breach of any provision of this Agreement is a breach of their fiduciary duties. A breach of any provision of the ASI Student Leader Agreement shall be considered a failure to complete the required duties of the elected or appointed position. Failing to complete the duties of the position shall result in a performance review which may lead to additional penalties up to and including removal, as outlined in the ASI Bylaws and ASI Policy 020 -– ASI Officer Performance Review and Removal Procedure.
	2. This Agreement is supplementary to, and shall not be considered, a waiver of any rights of ASI that may exist independently of this Agreement.
	3. .
	4. Any notice required or permitted to be given under this Agreement or the A.S.I. Bylaws relating to disciplinary action against a Student Leader shall be sufficient, if it is in writing and is sent by email or hand-delivered.
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**Student Leader** **ASI, California State University, Los Angeles**

Print Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: ASI President \_ \_

Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_

Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: , ASI Executive Director\_\_\_\_\_\_

 Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_