



OPERATING AGREEMENT



**BETWEEN CALIFORNIA STATE UNIVERSITY
AND
ASSOCIATED STUDENTS OF
CALIFORNIA STATE UNIVERSITY, LOS ANGELES, INC.**

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 of California State University, Los Angeles, Inc.** (Auxiliary) serving **California State University, Los Angeles** (University). The term of this agreement shall be July 1, 2025 through June 30, 2035.

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 University under the usual state procedures.

2. PRIMARY FUNCTIONS

In consideration of receiving recognition as an official CSU auxiliary organization, Auxiliary agrees that the primary function(s) that the Auxiliary is to manage, operate or administer are listed below as authorized by [5 CCR § 42500](#):

- a. Student Body Organization Programs, including responsibility for Registered Student Organization banking
- b. Loans, Scholarships, Grants-in-Aids, Stipends, and Related Financial Assistance

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 University. Auxiliary further agrees that it shall not perform any of the functions listed in [5 CCR § 42500](#) unless the function has been specifically assigned in this operating agreement with the University. 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

Auxiliary must operate in conformity with CSU and University policies and under the oversight of the University. As stated in Cal. Educ. Code §§ [89756](#), [89900](#), the University President is primarily responsible for administrative compliance and fiscal oversight of Auxiliary. The University 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 University. The operations and activities of Auxiliary under this agreement shall be integrated with University operations and policies and shall be overseen by the university Chief Financial Officer (CFO) or designee so as to assure compliance with objectives stated in [5 CCR § 42401](#).

Each auxiliary organization governing board shall conduct an annual review and prepare a report of the fiscal viability of the auxiliary organization pursuant to Cal. Educ. Code § 89904-89905 (not including § 89905.5) 5 CCR § 42401(d), and 5 CCR § 42404. Each auxiliary organization shall prepare and submit a report of the results of the annual review of auxiliary financial standards and control self-assessment to the university president or designee for review and approval by June 30th as outlined in the [CSU Auxiliary Organizations](#) policy. A record of the approval shall be retained by the university pursuant to the [Records Retention and Disposition Schedules](#) policy.

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

4. OPERATIONAL COMPLIANCE

Auxiliary agrees to maintain and operate its organization in accordance with all applicable laws, regulations and CSU and University 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 university name, resources and facilities ([5 CCR § 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 their 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 [Exhibit 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 a statement of Auxiliary's policy on accumulation and use of public relations funds and attach to this agreement as **Exhibit 2**. 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 [5 CCR § 42408](#), regarding fiscal audits. All fiscal audits shall be conducted by auditors meeting the guidelines established in CSU policy [Auxiliary Organization's External Audit Firm Qualifications](#).

The University 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 University 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

University 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 University, the University logo, seal or other symbols and marks of the University, provided that Auxiliary clearly communicates that it is conducting business in its own name for the benefit of University. 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 University.

Auxiliary shall use the name of University, logo, seal or other symbols or marks of University only in connection with services rendered for the benefit of University and in accordance with University guidance and direction furnished to Auxiliary by University and only if the nature and quality of the services with which the University name, logo, seal or other symbol or mark are used are satisfactory to the University or as specified by University.

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

Auxiliary shall not delegate the authority to use the University name, logo, seal or other symbol or mark to any person or entity without the prior written approval of the University President or designee. Auxiliary shall cease using the University 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. 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 STATUS

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 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 policy [Background Checks](#). Auxiliary will provide confirmation of completed and cleared background checks to the University President/Chancellor upon request, or as established by university policy.

12. DISPOSITION OF ASSETS

Attached hereto as [Exhibit 3](#) is a copy of Auxiliary's Constitution or Articles of Incorporation (as applicable) which, in accordance with [5 CCR § 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 University 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 University may agree that Auxiliary may use specified University facilities and resources for research projects and for institutes, workshops, and conferences only when such use does not interfere with the instructional program of University and upon the written approval from appropriate University administrators with such specific delegated authority. Auxiliary shall reimburse University for costs of any such use.

14. CONTRACTS FOR CAMPUS SERVICES

Auxiliary may contract with University for services to be performed by state employees for the benefit of Auxiliary. Any agreement must be documented as a contract or written memorandum of understanding between Auxiliary and University. The contract shall among other things, specify the following: (a) full reimbursement to University for services performed by a state employee in accord with [5 CCR § 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 University to provide the specified services to Auxiliary.

15. DISPOSITION OF NET EARNINGS

Auxiliary agrees to comply with CSU and University 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, pursuant to [Cal. Educ. Code § 89904](#); CSU policy [University Auxiliary Organizations](#), and CSU policy [Designated Balances and Reserves](#).

16. FINANCIAL CONTROLS

Recovery of allowable and allocable indirect costs and maintenance and payment of operating expenses must comply with CSU policy [Placement and Control of Receipts for University Activities and Programs, 5 CCR § 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 University.

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 Cal. Educ. 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 university 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 [Cal. Educ. Code § 89720](#).

18. INDEMNIFICATION

Auxiliary agrees to indemnify, defend and save harmless the CSU, its officers, agents, employees and constituent universities 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 University 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 [California State University Insurance Requirements](#) 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 University 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 of Cal State LA, Inc.
Attention: ASI Executive Director
5154 State University Dr., Suite 203
Los Angeles, CA 90032
Phone: (323) 343-4778
asicalstatela.org

Notice to the University shall be addressed as follows:

California State University, Los Angeles
Attention: University President
5151 State University Dr.
Los Angeles, CA 90032
(323)343-3000

Notice to the CSU shall be addressed as follows:

Trustees of the California State University
Attention: Executive Vice Chancellor & CFO, Business and Finance
401 Golden Shore
Long Beach, California 90802

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 canceled. The ninety-day notice provision is not required for a breach noted in Section 12 of this Agreement.

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: _____
05/15/2025

California State University, Los Angeles
Berenecea J. Eanes
By [Berenecea J. Eanes \(May 15, 2025 11:39 PDT\)](#)
Berenecea Johnson Eanes, President

Executed on _____
05/12/2025

Associated Students of Cal State LA, Inc.
Barnaby Peake
By [Barnaby Peake \(May 12, 2025 16:48 PDT\)](#)
Barnaby Peake, ASI Executive Director

Executed on _____
May 17, 2025

California State University
Office of the Chancellor
Steven Relyea
By [Steven Relyea \(May 17, 2025 14:09 PDT\)](#)
Steve Relyea, Executive Vice Chancellor and Chief
Financial Officer

Exhibit 1

ASI Conflict of Interest Policy

[Auxiliary Conflict of Interest policy](#)



**Associated Students, Incorporated
California State University, Los Angeles
Administrative Manual
Conflict of Interest**

Policy 006

I. Introduction

The Goal of the Associated Students, Inc. (“ASI”) is to promote the establishment of, and provide the means for, effective avenues of student input into the governance of the campus: provide an official voice through which student opinion may be expressed; provide an opportunity where student may gain experience and training in responsible political participation and community leadership. The ASI also assists in the protection of the rights and interests of individual students and stimulates the educational, social, physical, and cultural well being of the University Community.

This shared responsibility brings with it possibilities for conflicts of interest and conflicts of commitment (referred to jointly as “conflicts”). Conflicts may arise from the different but related positions that individual Board members may hold on the University campus and in other organizations or entities.

An ASI Board member may find himself or herself in a position where the Board member may be called on to vote on matters that affect an organization or entity that he or she represents in another capacity. This concern reaches not only voting on such matters, but taking part in discussions, or being present during deliberations or other actions that may benefit the other organization entity or that may harm ASI.

In addition, an ASI Board member may find that he or she has access to information held by ASI that could be used to negatively affect the future operations, goals or status of ASI, or to benefit another organization or entity. Conversely, an ASI Board member may find that he or she has access to information held by another organization that could be used to negatively affect the future operations, goals, or status of ASI.

To address the concerns surrounding possible conflicts, and to prevent conflicts from hindering the participation of Board members in the governance process, ASI has looked to the California Education Code and the California Corporations Code for guidance. The result is a policy that seeks to deface conflicts, so that Board members can access their activities within ASI and with other organizations and entities.

It is not the intent of this policy to regulate or eliminate all conflicts, but rather to enable Board members to recognize situations that may be subject to question and ensure that such situations are properly disclosed and, if necessary, reviewed and resolved. Thus, an integral part of the policy is a disclosure mechanism whereby Board members regularly review their roles on other boards and their activities, with their responsibilities to ASI clearly in mind.

II. Types of Conflict

A. Conflicts of Commitment

With the acceptance of an appointment to the Board of Directors of ASI, an individual makes a commitment to ASI that is understood to be a commitment in the most inclusive sense. Board members are expected to act with professional loyalty within their roles as directors of ASI. Accordingly, they should arrange outside activities, loyalties and financial interests so as not to interfere with this responsibility.

General Duty of Care

Directors of Public Benefit Corporations, such as ASI, are held to a general duty of care. This standard



requires that a director follow the prudent person rule. The director must act in good faith, in the best interests of the corporation, after reasonable inquiry, with the care of an ordinarily prudent person under similar circumstances (See Cal. Corp. Code § 5231 (a).)

Directors should use this standard to gauge their involvement in other organizations or entities. Most important is the legal requirement to act in the best interests of ASI.

Outside Directorships and Activities

ASI recognizes that its members may participate as officers and board members of other campus and outside organizations and entities. To the extent that these activities serve ASI's interests, as well as those of the participant, ASI encourages such involvement.

Participation in Decisions Affecting Other Interests

Each Board member must be aware that situations may arise where he or she may be asked by ASI to participate in a decision that may affect an organization or entity which that Board member represents in another capacity. Likewise, the Board member may be asked by another organization, voting, or the mere presence during deliberations, discussions, or voting on such matters. In such cases, the Board member must act in a manner consistent with his or her professional loyalty and fiduciary obligation to ASI. If uncertain a conflict exists, the Board member should recuse himself or herself from discussions, deliberations and voting on the matter or follow the disclosure procedures outlined in Section III.

Additionally, a Board member has a duty to present to the Board information the Board member may obtain that potentially hurts ASI including, but not limited to, its current and future operations, goals, or status, even if it involves another member of the Board.

All Board members shall maintain the confidentiality of any and all sensitive or confidential matters discussed by the Board or its subcommittees, as well as issues that are discussed in closed session of the Board.

B. Conflicts of Interest

Financial Interest

A Board member is considered to have a conflict of interest when he or she, any family member, or any associated entity possesses a financial interest in an activity that involve his or her responsibilities as a Board member of ASI.

No member of the Board shall be financially interested in any contract or other transaction entered into by the Board of which he or she is a member, and any contract or transaction entered into in violation of this section is void. (See Cal. Educ. Code § 899066)

No contract or other transaction entered into **shall be** void nor shall any member of the Board be disqualified or deemed guilty of misconduct if:

- 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 vote sufficient for the purpose 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 ASI at the time it is authorized or approved. (See Cal. Educ. Code § 89907 (a)(b).)

These exceptions, however, will not apply if one of the following circumstances exist:

- A. The contract or transaction is between ASI and a member of the governing Board of ASI
- B. The contract or transaction is between ASI and a partnership or unincorporated association of which any member of the Board of ASI is a partner or in which he or she is the owner or holder, directly or indirectly, or a proprietorship interest
- C. The contract or transactions between ASI and a corporation in which any member of the Board of ASI is the owner or holder, directly or indirectly, of five percent (5%) or more of the outstanding common stock.
- D. A member of the Board of ASI is interested in a contract or transaction, and without first



disclosing such interest another member or members of the Board to enter into the contract or transaction (See Cal. Educ. Code § 89908 (a)(b)(c)(d).)

Utilization of Public Information

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 his or her membership on the Board of ASI, for personal pecuniary gain, regardless of whether he or she is not a member of the Board at the time such gain is realized (See Cal. Educ. Code § 89909).

Self-Dealing Transactions

Directors are prohibited by law from engaging in self-dealing transactions to which the ASI is a party and in which one or more directors have a material financial interest. A mere common directorship is not in itself a material financial interest. (See Cal. Educ. Code § 5233 (a), § 5234).

There are exceptions from the definition of self-dealing transactions and they are:

1. Actions fixing the compensation of directors or officers;
2. Transactions that are part of public or charitable programs that benefit a class of which directors or their families are members
3. Transactions of which interested gross annual receipts or \$100,000, whichever is smaller (See Cal. Corp. Code § 5233 (b) (1)(2)(3).)

Directors are thus liable to ASI for self-dealing transactions, unless the transaction was approved by one of the following:

1. Approval by the Attorney General, or by court in an action in which the Attorney General was an indispensable party, either before or after confirmation of the transaction;
2. Approval before consummation of the transaction by a disinterested board under the following circumstances:
 - a. ASI entered into the transaction for its own benefit.
 - b. Transaction was fair and reasonable to ASI.
 - c. More advantageous arrangements could not have been made with reasonable effort
3. Interim approval by a committee having authority for the Board, where immediate action was needed and action by the full board was not feasible, and ratification by the full Board at its next meeting, under the circumstances listed in (2) above. (See Cal Corp Code § 5233 (d) (1)(2)(3).)

III. Disclosure and Review Procedure

If a Board member finds that he or she is faced with a possible conflict, the Board member shall inform, in writing, the President of the Board, who shall have the affirmative duty to advise the Judicial Review Committee (JRC) of the conflict as soon as possible.

The Judicial Review Committee, with advice as needed from ASI's attorneys, shall review the circumstances surrounding the possible conflict and shall make a determination as to whether an actual conflict exists. If a conflict is found to exist, the JRC shall present the information to the Board member, with a recommendation that the Board member rescues himself or herself from any further discussions, deliberations, voting or presence on the matter to alleviate or avoid the conflict or potential conflict, or take other appropriate action as required.

If a Board member has knowledge of a possible or actual conflict involving another member of the Board, the Board member who has acquired the information has an affirmative duty to disclose, in writing, such information to the President of the Board. Procedures as outlined above shall subsequently be followed. Where such a possible or actual conflict involves the President of the Board, disclosure shall be made, in writing, to at least one member of the JRC, who shall then follow the procedures above and inform the President if a conflict is determined to exist, as a recommendation as described above.

In such cases where the JRC determines that a Board member has knowingly violated this Conflict of Interest Policy by failing to disclose a possible conflict, by ignoring the Boards directive to cease or modify activities or conduct posing a conflict or potential conflict, or in any other manner knowingly and purposefully acted in a way that violated the spirit or purpose of this Conflict of Interest Policy, the Judicial Review Committee.



The Judicial Review Committee shall be a standing subcommittee of the Board and shall consist of the three members of the Board, excluding the chairperson, who are not members of the Finance/Personnel Committee. The JRC shall recommend the disciplinary action to the Board. Such action shall include, but not be limited to (1) a notice to the Board member's appointing constituency or body of the specific activities or conduct which constitute the violation, (2) the specific provisions of this Conflict of Interest Policy which have been violated, and (3) a recommendation for an appropriate sanction or sanctions by that constituency or body.

Grievance Procedure

All disputes relating to or resulting from a position on or term of office with the Associated Students, Inc. ("ASI") Board of Directors (BOD) or the relationship between a Board member and ASI shall be resolved by following this grievance procedure. Failure to follow the procedure shall be deemed as a waiver of the right to submit the dispute to arbitration pursuant to this section.

If a dispute should arise, as defined above, the person seeking to resolve that disputes ("grievant") shall adhere to the following procedure:

STEP ONE:

Within ten (10) days of the incident in dispute, a written description of the dispute must be submitted to the ASI Board containing the following information:

1. Name(s) and title(s) or position(s) of the person(s) involved in the dispute.
2. A brief description of the facts of the dispute
3. What steps, if any, the grievant has taken with the adverse party to resolve the dispute.
4. The adverse affects (if any) on the grievant caused directly by the dispute and this adverse party.

The ASI Board shall, after reviewing the written description of the grievant's position, confer with the other parties to the dispute in an effort to mediate the problem. The Board shall then call a meeting between the parties to discuss possible remedies.

If the grievant or the adverse party is not satisfied with the result reached through STEP ONE of the grievant procedure, that person may appeal through the procedures outline in STEP TWO.

STEP TWO:

Within five (5) days after the procedures in STEP ONE has been exhausted, and the grievant or adverse party is dissatisfied, an appeal may be made in writing to the ASI Judicial Review Committee. The appeal shall contain the following information:

1. Name(s) and title(s) or position(s) of the person(s) involved in the dispute.
2. A brief description of the facts of the dispute.
3. What steps, if any, the grievant has taken with the adverse party to resolve the dispute.
4. The adverse affects (if any) on the grievant caused directly by the dispute and this adverse party.
5. A description of the decision made by the ASI President or Board chosen representative as a result of the process followed in STEP ONE.
6. A brief description of why the STEP ONE decision is unsatisfactory.

The Judicial Review Committee shall, after reviewing the written description of the grievant's position, confer with the other parties to the dispute in an effort to mediate the problem. The Judicial Review Committee shall then call a meeting between the parties to discuss possible remedies.

The if the grievant or the adverse party are not satisfied with the result reached throughout STEP TWO of the grievance procedure, that person may appeal through the procedures outlined in STEP THREE.

STEP THREE:

Within five (5) days after the procedures in STEP TWO have been exhausted, and only after the procedures in STEP ONE have been exhausted, a dissatisfied grievant or adverse party may make an appealing writing to the University's Vice President of Student Affairs. The appeal contains the following information:



1. Name(s) and title(s) or position(s) of the person(s) involved in the dispute
2. A brief description of the facts of the dispute
3. What steps, if any, the grievant has taken with the adverse party to resolve the dispute.
4. The adverse affects (if any) on the grievant caused directly by the dispute and this adverse party.
5. A description of the decision reached after review by the ASI Board as a result of the process followed in STEP ONE and a description of the decision reached after review by the ASI Judicial Review Committee as a result of the appeal process in STEP TWO.
6. A brief description of why the decisions made in STEP ONE and STEP TWO are unsatisfactory to the appellent.

The Vice President of Student Affairs will have the final decision-making authority for the resolution of any disputes relating to or resulting from a position on or term of office with the Associated Students, Inc. ("ASI") Board of Directors (Board) nor the relationship between a Board member and ASI as the third and final step on the Internal grievance process.

ARBITRATION:

Only after all three steps of the internal grievance process have been exhausted in an effort to resolve any and all disputes relating to or resulting from a position on or term of office with the Associated Students, Inc. ("ASI") Board of Directors (BOD) or the relationship between a Board member and ASI, which exceed the jurisdictional limits of small claims court, the dispute(s) shall be submitted to and settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association or any successor association. The place of arbitration shall be Los Angeles, California. One arbitrator shall be selected by the American Arbitration Association or its successor, provided however, that if said Association does not provide a selection procedure, then Associated Students, Inc. and aggrieved Board member shall each submit the names of two arbitrators from which both parties will agree on one arbitrator. Judgment upon an arbitration award may be entered in any court having competent jurisdiction and shall be binding the final. Associated Students, Inc. and (Board Member's Name) hereby waived to the fullest extent permitted by law, any right to or claim for any punitive or exemplary damages against the other and agree that in the event of a dispute between them each shall be limited to the recover; of any actual damages sustained by it.

This arbitration provision shall be deemed to be self-executing and shall remain in full force and effect after expiration or termination of the aggrieved Board member's term in office. In the event either party fails to appear at any properly noticed arbitration proceeding, an award may be entered against such party by default or otherwise, not withstanding such failure to appear. The parties shall each bear their own arbitration expenses except that the arbitrator's fees and costs shall be equally divided between the parties and the nonprevailing party shall pay the prevailing party's reasonable attorney's fees. The limit on a Board member's possible recovery shall not exceed the amount of any damages sustained (i.e., stipend amount).

Policy History:

Approved: 06/03/99



Exhibit 2 – N/A

Auxiliary does not have expenditures for public relations or other purposes which would serve to augment appropriations for CSU operations.

Exhibit 3

ASI Articles of Incorporation

[Auxiliary Constitution or Articles of Incorporation](#)

A0739145

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FILED
Secretary of State
State of California

FEB 25 2013

RESTATED ARTICLES OF INCORPORATION
OF
ASSOCIATED STUDENTS OF
CALIFORNIA STATE UNIVERSITY, LOS ANGELES, INC. *ipc*

The undersigned certify that:

1. They are the President and the Secretary, respectively, of ASSOCIATED STUDENTS OF CALIFORNIA STATE UNIVERSITY, LOS ANGELES, INC., a California nonprofit corporation.
2. The Articles of Incorporation of this corporation are amended and restated to read as follows:

ONE: The name of the Corporation is Associated Students of California State University, Los Angeles, Inc.

TWO: 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.

THREE: This Corporation is organized exclusively for charitable, scientific, literary, or educational purposes, within the meaning of Section 501 (c) (3) of the Internal Revenue Code of 1986 or the corresponding provision of any future United States internal revenue law. Notwithstanding any other provision of these Articles, this Corporation shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the purposes of this Corporation, and 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 the corresponding provision of any future United States internal revenue law, or (b) by a corporation, contributions to which are deductible under Section 170 (c) (2) of the Internal Revenue Code of 1986 or the corresponding provision of any future United States internal revenue law.

FOUR: The Corporation shall have no members as that term is defined in Section 5056 of the California Corporations Code, or in any successor statute thereto. Any Corporate action which would otherwise require approval by a majority of all members or approval by the members of the Corporation shall require only approval of the Board of Directors.

FIVE: a) No substantial part of the activities of this Corporation shall consist of lobbying or propaganda, or otherwise attempting to influence legislation, except as provided in Section 501 (h) of the Internal Revenue Code of 1986, and this Corporation shall not participate in or intervene in (including publishing or distributing statements) any political campaign on behalf of any

candidate for public office except as otherwise provided in Section 501 (h) of the Internal Revenue Code of 1986.

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

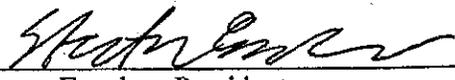
c) Upon the winding up and dissolution of the Corporation after paying or adequately providing for the debts, obligations, and liabilities of the Corporation, all net assets, other than trust funds, shall be distributed to a successor approved by the President of California State University, Los Angeles, and by the Chancellor of The California State University. Such successor shall have tax-exempt status under Section 501 (c) (3) of the Internal Revenue Code of 1986 (or the corresponding provisions of any future United States internal revenue law) and under Section 23701d of the California Revenue and Taxation Code, or the corresponding section of any future California revenue and tax law.

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

3. The foregoing amendment and restatement of Articles of Incorporation has been duly approved by the Board of Directors.
4. The corporation has no 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: 2/19/13


Hector Escobar, President

DATE: 2/17/13


Stephanie Vargas, Secretary/Treasurer

Exhibit 4 – N/A

Auxiliary does not administer grants or contracts, so this policy is not needed.

Auxiliary Operating Agreement 2025-2035- ASI Cal State LA - FINAL with policies

Final Audit Report

2025-05-15

Created:	2025-05-12 (Pacific Daylight Time)
By:	Barnaby Peake (bpeake@calstatela.edu)
Status:	Signed
Transaction ID:	CBJCHBCAABAA70gF_B9IZSzOcNbwcpHE8ZHrzSYtLPKi

"Auxiliary Operating Agreement 2025-2035- ASI Cal State LA - FINAL with policies" History

-  Document created by Barnaby Peake (bpeake@calstatela.edu)
2025-05-12 - 4:46:29 PM PDT
-  Document emailed to Barnaby Peake (bpeake@calstatela.edu) for signature
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-  Document e-signed by Barnaby Peake (bpeake@calstatela.edu)
Signature Date: 2025-05-12 - 4:48:33 PM PDT - Time Source: server
-  Document emailed to presidenteanes@calstatela.edu for signature
2025-05-12 - 4:48:35 PM PDT
-  Email viewed by presidenteanes@calstatela.edu
2025-05-12 - 6:00:04 PM PDT
-  Signer presidenteanes@calstatela.edu entered name at signing as Berenecea J. Eanes
2025-05-15 - 11:39:16 AM PDT
-  Document e-signed by Berenecea J. Eanes (presidenteanes@calstatela.edu)
Signature Date: 2025-05-15 - 11:39:18 AM PDT - Time Source: server
-  Agreement completed.
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