

OPERATING AGREEMENT
BETWEEN CALIFORNIA STATE UNIVERSITY
AND ASSOCIATED STUDENTS, 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, Incorporated (Auxiliary) serving California State University, Sacramento (Campus). The term of this agreement shall be July 1, 2023 through June 30, 2028.

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(s), 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:

- A. Student Body Organization Programs
- B. Loans, Scholarships, Grants-in-Aids, Stipends, and Related Financial Assistance
- C. Public relations, fundraising, fund management, and similar development programs

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. 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 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 included 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, Incorporated
6000 J St. MS 6011
Sacramento, CA 95819 Attention: Executive Director

Notice to the Campus shall be addressed as follows:

California State University, Sacramento 6000 J St. MA 6022
Sacramento, CA 95819
Attention: Senior Director, Procurement & Contract Services

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 on: 4/20, 2023

California State University, Sacramento

By: Robert S. Nelson
Robert S. Nelson, President

Approved on: 6/23, 2023

Associated Students, Incorporated

By: Sandra Gallardo
Sandra Gallardo, Executive Director

Executed on Apr 25, 2024, 2024

California State University
Office of the Chancellor

By: Bradley Wells
[Bradley Wells \(Apr 25, 2024 16:07 PDT\)](#)
Bradley Wells, Associate Vice Chancellor

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FINANCIAL POLICY MANUAL

Conflict of Interest

Adopted: 05/10/2017

General Statement

This policy is, and will be in effect in order to define a procedure that will act as a safeguard against a conflict of interest that might occur at some future point in time between an ASI's Executive Director, Program Directors, Board of Directors, Committee members, employees or programs and an external entity.

Guidelines and Procedures

1. Under the California Corporation Code, Section 5233, Directors, Officers and employees or programs shall exercise their powers in good faith and with a view to the interest of the Corporation, therefore subordinating their individual and private interests to their duty with Corporation whenever the two parties conflict.
2. No members of the ASI Board of Directors, standing committees, or direct appointees of said Board, committee or council shall be financially interested in any contract or other transaction entered into ASI. Any contract or transaction entered into in violation of this section is void. As provided by the California Education Code, Section 24059, an exception to this aforementioned rule calls for an adequate disclosure of the individual's financial interest to the Board of Directors, if there is sufficient vote to ratify without counting votes of those financially interested, and the contract is just and reasonable of the case in question. Section 24060 limits the scope of this exception. Essentially, the only type of contract an auxiliary organization may enter into with an organization in which a member of the Board is financially interested is the case when the Board member owns less than five percent of the common stock of the other contracting party and discloses this fact before the contract is discussed by the Board of the auxiliary organization.
3. No Director, Officer, employee or program may accept gifts of any significant value or nature from current vendors or those seeking to do business with ASI. They will also avoid a conflict of interest in relations with vendors, contractors and consultants doing business with, or seeking to do business with ASI (see Employee-Vendor Relationships policy).
4. No employee or member of any program will be allowed to use confidential information gained through their position for his/her personal gain.
5. No ASI department or other facility, supplies or assets may be used in any way for the development, administration or advancement of any program(s),

**ASSOCIATED STUDENTS, INC.
CALIFORNIA STATE UNIVERSITY, SACRAMENTO**

FINANCIAL POLICY MANUAL

campaign(s), or activity (ies) which are not officially endorsed or sponsored (solely or in part) by the Associated Students.

6. No program or employee of the Associated Students, Inc. may endorse any candidate (local, state or national) using his/her title or position within the Associated Students organization. Nor may any non-student employee of the Associated Students endorse candidates for ASI elections.

POLICY RELATING TO ACCUMULATION AND USE OF PUBLIC RELATIONS FUNDS

Pursuant to ABS Circular 86-05, the Associated Students Inc., has adopted the following policies relating to accumulation and use of public relations funds. To wit:

1. It shall be the declared policy of the Associated Students, Inc., CSUS, that prior approval of the ASI Governing Board must be obtained before any ASI funded program can embark on any solicitation of funds.
2. Any ASI funded programs planning to solicit funds must submit a request in writing to the ASI Governing Board indicating how the funds will be raised and for what purpose the funds will be used.
3. The ASI Governing Board will review the request insuring that it is in line with the basic objectives of the Corporation and conforms to all CSU Trustee and University policies.
4. Any unused funds shall be returned to the ASI General Reserves at the end of the fiscal year.
5. The funds solicited can only be used for the purpose for which it was originally approved. Any deviations need the prior approval of the ASI governing board.
6. The funds solicited can only be used to meet the objectives of the program.
7. None of the funds solicited can be appropriated for personal purposes not to advance the personal interest of any ASI director, officer, member or individual.
8. The funds cannot be used to influence any legislation nor to participate in any political campaign on behalf of any candidate for public office.
9. All expenditures of solicited funds shall be subject to approval by the ASI Executive Director and Controller.
10. The aforementioned policies shall likewise apply to any funds set aside by the ASI Governing Board for public relations purposes.

Adopted by the ASI Board of Directors, April 8, 1986.

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FILED JRM
Secretary of State
State of California

JUN 08 2016

RESTATED ARTICLES
OF
ARTICLES OF INCORPORATION
OF
ASSOCIATED STUDENTS OF CALIFORNIA STATE UNIVERSITY, SACRAMENTO
A California Nonprofit Public Benefit Corporation

The undersigned, Melissa Bardo and Maria Kagianas, hereby certify that:

1. We are the duly elected and acting President and Secretary, respectively, of Associated Students of California State University, Sacramento, a California nonprofit public benefit corporation (the "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 the ASSOCIATED STUDENTS OF CALIFORNIA STATE UNIVERSITY, SACRAMENTO.

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. This Corporation is formed for the specific and primary purposes of advancing the welfare of the Associated Students of California State University, Sacramento and for the common interests of its students. This Corporation shall never operate for the primary purpose of carrying on a trade or business for profit, and does not contemplate the distribution of gains, profits, or dividends to the members thereof.
- C. This Corporation shall have all the benefits, privileges, rights and powers created, given, extended, or conferred upon nonprofit corporations by the provisions of the California Nonprofit Public Benefit Corporation Law, all other applicable laws and any additions or amendments thereto.
- D. This Corporation elects to be governed by all the provisions of the new law not otherwise applicable to it under Part 5 of Division 2 of Title 1 of the California Corporations Code.

ARTICLE III
Conformity with Regulations

This Corporation shall conduct its operations in conformity with regulations established by the Board of Trustees and/or Chancellor 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 California Code of Regulations Title 5, Section 42401.

ARTICLE IV
Exempt Status and Limitations on Activities

A. This Corporation is organized and operated exclusively for charitable and educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended.

B. 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 or intervene in any political campaign (including the publishing or distribution of statements) on behalf of any candidate for public office.

C. Notwithstanding any other provision of these Articles, this Corporation shall not carry on any other activities not permitted to be carried on by a corporation exempt from Federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended.

ARTICLE V
Directors

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

ARTICLE VI
Members

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

ARTICLE VII
Dedication and Dissolution

Upon dissolution of this Corporation, net assets other than trust funds shall be distributed to one or more nonprofit public benefit corporations organized and operated for the benefit of the California State University, Sacramento, or the students, or the

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students and faculty of the California State University, Sacramento. The successor corporation or corporations shall be selected by the Board of Directors of this Corporation, and approved by the President of the California State University, Sacramento and by the Chancellor of the California State University. Such successor nonprofit public benefit corporation or corporations must be qualified for Federal income tax exemption under Sections 501(a) and 501(c)(3) of the Internal Revenue Code of 1986, as amended and be organized and operated exclusively for charitable, scientific, literary, and/or educational purposes. In the alternative, upon dissolution of this Corporation, net assets other than trust funds may be distributed by the Board of Directors of this Corporation with the approval of the President of the California State University, Sacramento and the Chancellor of the California State University to California State University, Sacramento. If, upon dissolution, this Corporation holds any assets in trust, such assets shall be disposed of in such manner as may be directed by decree of the superior court of the county of which this Corporation's principal office is located, upon petition therefore by the Attorney General or by any person concerned in the liquidation. In no event shall any assets be distributed to any current or previous member, director, or officer of this Corporation.

ARTICLE VIII
Amendments


The manner in which amendments are made to these Articles of Incorporation shall be as stated in the Bylaws."

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

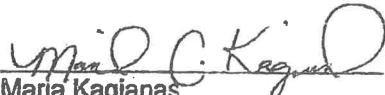
4. The foregoing amended and restated Articles of Incorporation of the Corporation have been duly approved by the required vote of the members of the Corporation.

Each of the undersigned declares under penalty of perjury under the laws of the State of California that the matters set forth in this Certificate of Amendment of the Articles of Incorporation are true and correct of his or her own knowledge.

IN WITNESS WHEREOF, the undersigned have hereunto personally signed this Certificate of Restated Articles of Incorporation on this 2nd day of June, 2016.



Melissa Bardo, President
Associated Students of
California State University, Sacramento



Maria Kagianas
Associated Students of
California State University, Sacramento

**CERTIFICATE OF AMENDMENT
OF
ARTICLES OF INCORPORATION
OF
ASSOCIATED STUDENTS OF CALIFORNIA STATE UNIVERSITY, SACRAMENTO
A California Nonprofit Public Benefit Corporation**

The undersigned, Monica Cortez and Berenice Espitia, hereby certify that:

1. We are the duly elected and acting President and Secretary, respectively, of Associated Students of California State University, Sacramento, a California nonprofit public benefit corporation (the "Corporation");
2. Article IX of the Articles of Incorporation of this Corporation is hereby amended to read in its entirety as follows:

ARTICLE IX

Upon dissolution of this Corporation, net assets other than trust funds shall be distributed to one or more nonprofit corporations organized and operated for the benefit of the California State University, Sacramento, or the students, or the students and faculty of the California State University, Sacramento. The successor corporation or corporations shall be selected by the Board of Directors of this Corporation, and approved by the President of the California State University, Sacramento and by the Chancellor of the California State University. Such successor nonprofit corporation or corporations must be qualified for Federal income tax exemption under Sections 501(a) and 501(c)(3) of the Internal Revenue Code of 1986, as amended and be organized and operated exclusively for charitable, scientific, literary, and/or educational purposes. In the alternative, upon dissolution of this Corporation, net assets other than trust funds may be distributed by the Board of Directors of this Corporation with the approval of the President of the California State University, Sacramento and the Chancellor of the California State University to California State University, Sacramento. If, upon dissolution, this Corporation holds any assets in trust, such assets shall be disposed of in such manner as may be directed by decree of the superior court of the county of which this Corporation's principal office is located, upon petition therefore by the Attorney General or by any person concerned in the liquidation. In no event shall any assets be distributed to any current or previous member, director, or officer of this Corporation."

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



I hereby certify that the foregoing transcript of 3 page(s) is a full, true and correct copy of the original record in the custody of the California Secretary of State's office.

JUN 16 2016 *APD*

Date: _____

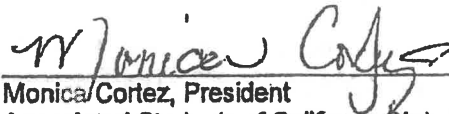
Alex Padilla

ALEX PADILLA, Secretary of State

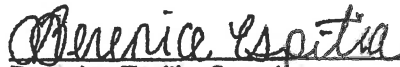
4. The foregoing amended and restated Articles of Incorporation of the Corporation have been duly approved by the required vote of the members of the Corporation.

Each of the undersigned declares under penalty of perjury under the laws of the State of California that the matters set forth in this Certificate of Amendment of the Articles of Incorporation are true and correct of his or her own knowledge.

IN WITNESS WHEREOF, the undersigned have hereunto personally signed this Certificate of Restated Articles of Incorporation on this 29 day of May, 2013.



Monica Cortez, President
Associated Students of California State University,
Sacramento



Berenice Espitia, Secretary
Associated Students of California State University,
Sacramento

NAME CHANGED TO: ASSOCIATED STUDENTS OF CALIFORNIA STATE UNIVERSITY, SACRAMENTO

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CERTIFICATE OF AMENDMENTS
OF THE
ARTICLES OF INCORPORATION

FILED

FEB 20 1983

Roger Hostup and Steve Berlin certify:

1. That they are the President and Secretary, respectively, of the Associated Students of ~~California State College, a California non-profit corporation.~~

2. That at a meeting of the Board of Directors of the corporation, duly held in Sacramento, California, on November 9, 1982, the following two (2) resolutions were duly approved by an affirmative vote:

Do it Resolved, that Article I of the Articles of Incorporation of this corporation which now reads:

"The name of this corporation shall be: Associated Students of Sacramento State College."

is amended to read as follows:

"The name of this corporation shall be: Associated Students of California State University, Sacramento."

Do it Resolved, that to bring the Associated Students Articles of Incorporation into conformance with Section 42600, Title 5 of the California Administrative Code, Article IX is hereby adopted and added, Article IX reads as follows:

"Upon 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, Sacramento, or the students, or the students and faculty at that University. The successor corporation or corporations shall be selected by the Board of Directors, and approved by the President

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ARTICLES OF INCORPORATION
of

ASSOCIATED STUDENTS OF SACRAMENTO STATE COLLEGE

ENDORSED
FILED
in the office of the Secretary of State
of the State of California
JUN 27 1956
FRANK H. JOHNSON, Secretary of State
STAC 14, Asst. Secy

We, the undersigned president and secretary-treasurer of the ASSOCIATED STUDENTS OF SACRAMENTO STATE COLLEGE, an unincorporated association, which is hereby incorporated pursuant to Part 1 of Division 2 of Title 1 of the Corporations Code of the State of California, do hereby certify:

I.

The name of this corporation shall be
ASSOCIATED STUDENTS OF SACRAMENTO STATE COLLEGE.

II.

This corporation is formed for the specific and primary purpose of advancing the welfare of the Sacramento State College and for promoting the common interests of its students. This corporation is also formed for the following purposes: To incorporate an existing unincorporated association; to purchase, own, sell, encumber and otherwise deal in and with such real and personal property as the Board of Directors or members of the corporation may find or consider to be suited to the use and convenience of the members of the corporation; and to do or refrain from doing any lawful act or thing which, at any time or under any circumstances, may be authorized by the members or the Board of Directors of this corporation either directly or by power of authority granted to any officer or agent of the corporation.

III.


This corporation is organized pursuant to the General Non-profit Corporation Law and is a corporation which does not contemplate the distribution of gains, profits, or dividends to the members thereof.

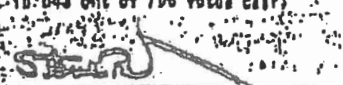
Certificate of Amendments of
the Articles of Incorporation
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of the University and by the Board of Trustees of the CSU System. Such successor nonprofit corporation or corporations must be qualified for federal income tax exemption under Sections 501(a) and 501(c)(3) of the United States Internal Revenue Code of 1954 and be organized and operated exclusively for charitable, scientific, literary, or educational purposes, or for a combination of said purposes. In the alternative, upon dissolution of the corporation, net assets other than trust funds may be distributed by the Board of Directors with the approval of the President of the University and the Board of Trustees of the CSU System to California State University, Sacramento, if, upon dissolution, this corporation holds any assets in trust, such assets shall be disposed of in such manner as may be directed by decree of the superior court of the county of which this corporation's principal office is located, upon petition therefore by the Attorney General or by any person concerned in the liquidation. In no event shall any assets be distributed to any current or previous member, director, or officer of this corporation.

3. The members have approved and adopted these two (2) amendments by the required vote of the members during an election held December 1, 2, and 3 on the California State University, Sacramento campus.



4. The number of members who voted affirmatively for the adoption of the amendment to Article I is 645 out of 782 votes cast. The number of members who voted affirmatively for the adoption of the addition to the Articles of Incorporation or Article IX is 643 out of 798 votes cast.


Roger E. Strup, President


Steve Berlin, Secretary

The undersigned declare under penalty of perjury that the matters set forth in the foregoing certificate are true of their own knowledge.

Executed in Sacramento, California on December 17, 1992.


Roger E. Strup

Steve Berlin

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IV.

The corporation's principal office shall be located in the County of Sacramento, State of California.

V.

The names and addresses of the persons who are to act in the capacity of and who shall be the directors of this corporation until the selection of their successors are:

<u>NAME</u>	<u>ADDRESS</u>
ZANE VORHES	3313 - 10th Street, Del Paso Heights
BOB TALLMAN	2030 Capitol Avenue Sacramento
JO ANN MAGNETTI	2319 N Street, Apt. C Sacramento
LORENZ VOSS	865 - 36th Street Sacramento
JIM MORROW	147 - 40th Street Sacramento
ORLEY BARKER	1333 - 33rd Street Sacramento
BOB BAXTER	1377 Vallejo Way Sacramento
JOE McEHONEY	5641 Fair Oaks Boulevard Carmichael
DONALD BAILEY	511 Pala Way Sacramento
KARL SROGOST	4816 Arden Way Carmichael
JUDITH V. FOOTN	4533 Ox Bow Drive Sacramento 21,

Such number of persons so named constitutes the number of Directors of this corporation until changed by an amendment to the articles of incorporation or by a by-law adopted by the members.

VI.

The existing unincorporated association which is hereby incorporated is the ASSOCIATED STUDENTS OF SACRAMENTO STATE COLLEGE.

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VII.

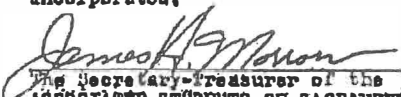
The original by-laws of this corporation shall be adopted by its Board of Directors.

VIII.

This corporation shall succeed to all of the assets, property, contracts, rights, privileges, debts and obligations of the said unincorporated association which is hereby incorporated.

IN WITNESS WHEREOF, we have subscribed these articles of incorporation this 30 day of May, 1956.


President of the ASSOCIATED STUDENTS OF SACRAMENTO STATE COLLEGE, the unincorporated association hereby incorporated.


The Secretary-Treasurer of the ASSOCIATED STUDENTS OF SACRAMENTO STATE COLLEGE, the unincorporated association hereby incorporated.

STATE OF CALIFORNIA
COUNTY OF SACRAMENTO

On this 30 day of May, 1956, before me, the undersigned Notary Public in and for the County of Sacramento, State of California, personally appeared ZANE VORHES and JIM MORROW, the President and secretary-treasurer respectively of that unincorporated association known as the ASSOCIATED STUDENTS OF SACRAMENTO STATE COLLEGE which is incorporated by the foregoing articles of incorporation under the name of the ASSOCIATED STUDENTS OF SACRAMENTO STATE COLLEGE, known to me to be the persons whose names are subscribed to the foregoing articles of incorporation; and each duly acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first hereinabove written.

GORDON D. SCHAEFER (DEAL)
Notary Public in and for the County of Sacramento, State of California.
My Commission Expires Jan. 16, 1957.