



Contract Services and Procurement
401 Golden Shore, 5th Floor, Long Beach, CA 90802-4210
562-951-4590 / Fax 562-951-4969

www.calstate.edu

July 14, 2017

Re: Operating Agreement between CSU and Associated Students Incorporated

Enclosed is a fully executed copy of Operating Agreement between California State University and Associated Students, Incorporated serving California State University, Stanislaus. Should you have any questions please contact Verna Ale Paniani, Contract Manager, at vpaniani@calstate.edu or 562-951-4667.

Kind regards,

Melanie Pearson
Procurement Assistant
Contract Services and Procurement

CSU Campuses
Bakersfield
Channel Islands
Chico
Dominguez Hills
East Bay

Fresno
Fullerton
Humboldt
Long Beach
Los Angeles
Maritime Academy

Monterey Bay
Northridge
Pomona
Sacramento
San Bernardino
San Diego

San Francisco
San José
San Luis Obispo
San Marcos
Sonoma
Stanislaus

**OPERATING AGREEMENT
BETWEEN CALIFORNIA STATE UNIVERSITY
AND ASSOCIATED STUDENTS INCORPORATED OF CALIFORNIA STATE
UNIVERSITY, STANISLAUS**

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 serving California State University, Stanislaus. The term of this agreement shall be the 1st day of July 2017 through the 30th day of June 2027 unless sooner terminated as herein provided

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 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/are:

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:

Student Body Organization Programs which include the operation of:
Student Government;
Activities/Programming – provide student programming;
Services- provide student services;
Joint venture arrangements with other campus auxiliaries to assist and facilitate the activities for benefit of the university and the student organization

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 18, 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 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 chief financial officer 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 chief financial officer or designee in carrying out the compliance and operational reviews required by applicable CSU Executive Orders and related policies.

4. OPERATIONAL COMPLIANCE

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

5. CONFLICT OF INTEREST

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

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

6. EXPENDITURES AUGMENTING CSU APPROPRIATIONS

With respect to expenditures for public relations or other purposes which would serve to augment appropriations for CSU operations, Auxiliary may expend funds in such amount and for such purposes as are approved by Auxiliary's governing body. Auxiliary shall

file, as **Attachment 2** to this agreement, a statement of Auxiliary's policy on accumulation and use of public relations funds. The statement shall include the policy and procedures for solicitation of funds, the purposes for which the funds may be used, the allowable expenditures and procedures of control.

7. FISCAL AUDITS

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

The Campus chief financial officer (CFO) shall annually review, and submit a written evaluation to the Chancellor's Office in accordance with Section 17, 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 or dissolves.

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 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. DISPOSITION OF ASSETS

Attached hereto as Attachment 3 is a copy of Auxiliary's Constitution or Articles of Incorporation (as applicable) which establishes that upon dissolution of Auxiliary, the net assets other than trust funds shall be distributed in accord with, CCR tit.5, §42600. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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:

California State University, Stanislaus
Associated Students, Incorporated
One University Circle
Turock CA 95382

Notice to the CSU shall be addressed to:

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

Notice to the Campus shall be addressed as follows:

Office of the President
California State University, Stanislaus
One University Circle
Turlock CA 95382

18. AMENDMENT

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

19. 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.

20. 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.

21. REMEDIES UPON TERMINATION

Termination by CSU of this agreement pursuant to Section 20, *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.

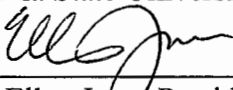
22. SEVERABILITY

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.

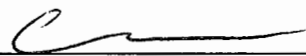
Approved: 6/30, 2017

California State University, Stanislaus

By 
Dr. Ellen Juon, President

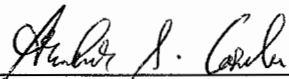
Executed on June 28, 2017

Associated Students, Inc.

By 
Cesar Rumayor, ASI Executive Director

Executed on July 11, 2017

California State University
Office of the Chancellor
Contract Services and Procurement

By 

ASI/USU Conflict of Interest Policy

PURPOSE

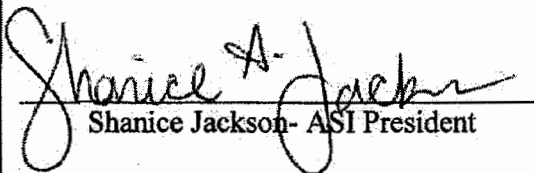
ASI and USU are legal entities under State law and subject to specific statutes, regulations, and policies of State, Federal, and some time local governments. Based upon the authority cited, both ASI and USU are required to adopt a conflict of interest policy and procedures for members of their governing boards, employees, and volunteers.

POLICY

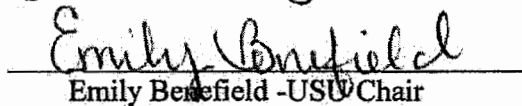
No member of the Board of Directors, Officer, Employee, and Volunteer shall be financially interested in any contract or other transaction entered into by the Board that is not in accordance with the conflict of interest provisions set forth in California Education Code Sections 89906-89909. Each member of ASI and USU shall sign the Statement of Compliance form upon becoming a Director, Officer, employee or volunteer of ASI or USU.

This policy was voted on and approved by the:
ASI Board of Directors on December 04, 2012
USU Board of Directors on December 06, 2012

The following signatures by the ASI President and USU Chair verify the approval of the ASI and USU Board of Directors:


Shanice Jackson- ASI President

2.12.13
Date


Emily Benefield -USU Chair

2.11.13
Date

** This policy may be amended by a two-thirds vote of the ASI and USU Board of Directors.*

ASI/USU Conflict of Interest Policy
Approved
ASI: 12/04/12
USU: 12/06/12

PROCEDURE

1.0 Guidelines

- 1.1 Under the California Corporation Code, Section 5231: (a) A director shall perform the duties of a director, including duties as a member of any committee of the board upon which the director may serve, in good faith, in a manner that director believes to be in the best interests of the corporation and with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances.
- 1.2 No members of the ASI and USU 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 by the Associated Students and/or University Student Union. Any contract or transaction entered into in violation of this section is void.
- 1.3 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 BOD, 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.
- 1.4 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.
- 1.5 No Director, Officer, or employee of ASI or USU may accept gifts, either in financial or non-financial form, from vendors or those seeking to do business with ASI or USU. 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 or USU.
- 1.6 Any non-financial compensation, such as gifts or rewards, received from non-vendors and those not seeking to conduct direct business with ASI or USU, and exceeding \$ 25 in value shall be reported to the ASI/USU Executive Director unless the ASI/USU Executive Director receives gifts or rewards, and in such case shall report receiving them and their monetary value directly to the Board of Directors. A Director, officer, employee, or volunteer may not accept any gift if it appears that it is given to influence or reward official action.
- 1.7 It is the responsibility of any board member to abstain from voting in such situations in which a conflict of interest may be present.

- 1.8 No Director, Officer, employee, or volunteer of ASI or USU will be allowed to use confidential information gained through their position for his/her personal gain.
- 1.9 No ASI or USU office or other facility, supplies or assets may be used in any way for the development, administration or advancement of any program(s), campaign(s), or activity(ies) which are not officially endorsed or sponsored (solely or in part) by ASI or USU.
- 1.10 No program or employees of ASI or USU may endorse any specific candidate (local, state or national) using his/her title or position within ASI or USU.

2.0 Reporting

- 2.1 Should evidence or allegations of violations of the Conflict of Interest policy by Directors, Officers, or employees of ASI or USU come to the attention of the Chair/President of the Board, which after further review by the Chair/President appears to constitute a breach of the Conflict of Interest policy, the Chair/President shall forward all relevant information to the Rules committee for review, perspective, and recommendation of the violation on the resolution to their respective Board.
- 2.2 If the Chair/President of the BOD has violated the Conflict of Interest policy, the Executive Director shall review further and if it appears to constitute a breach of the Conflict of Interest policy, the Executive Director shall forward all relevant information to the ASI/USU Rules Committee for review, perspective, and recommendation of the violation on the resolution to their respective Board.

3.0 Statement of Compliance

- 3.1 Each member of ASI and USU shall sign the Statement of Compliance form upon becoming a Director, Officer, or employee of ASI or USU.

4.0 Additional Guidelines

- 4.1 No Board member shall be allowed to sit as a member of the USU Board of Directors while as a Board member of the ASI Board of Directors, be employed by the University Student Union or Associated Student Union, or be a volunteer with both ASI/USU.
- 4.2 The aforementioned policy does not apply to the ASI representative on the USU Board of Directors or the Dean of Students.
- 4.3 No Board of Director, Officer, Employee, or volunteer member shall be eligible to win any prize provided at any ASI or USU event as long as it is a game of chance. A game of chance is defined as any game that includes a raffle or where the outcome is probabilistic by nature. Board members shall be eligible to win prizes provided at ASI or USU events as long as it is a game of skill. A game of

ASI/USU Conflict of Interest Policy

Approved

ASI: 12/04/12

USU: 12/06/12

skill is defined as any game where the outcome is determined entirely by mental and/or physical skill, rather than by pure chance.

- 4.4 Members of the ASI and USU Board of Directors, Executive Officers, volunteers, employees may participate in ASI and USU activities who do not have any direct involvement in planning, marketing, and/or budgeting in that particular event or activity. These guidelines are up to the discretion of the ASI/USU Executive Director and must be reported to the ASI President and/or USU Chair.

ASI/USU Conflict of Interest Policy

Approved

ASI: 12/04/12

USU: 12/06/12

ASI/USU Public Relations Policy

PURPOSE

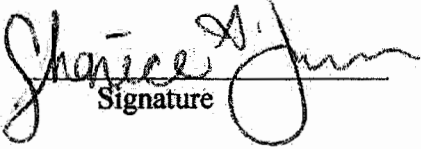

It is the responsibility of each Board of Director, Officer, Employee, and Volunteer to actively pursue a public relations program that promotes effective campus partnerships and highlights educational and developmental benefits provided by both organizations.

POLICY

The ASI and USU Board of Directors have the authority to authorize the expenditure of funds for the purpose of preparing and distributing information to the campus and general public regarding the programs, services, and facilities of the Associated Students, Inc. and the University Student Union.

This policy was voted on and approved by the:
ASI Board of Directors on 3/19/2013
USU Board of Directors on 2/28/2013

The following signatures by the ASI President and USU Chair verify the approval of the ASI and USU Board of Directors:

<u>Shanice Jackson</u> ASI President	 Signature	<u>5-28-13</u> Date
<u>Emily Benefield</u> USU Chair	 Signature	<u>5.24.13</u> Date

** This policy may be amended by a two-thirds vote of the ASI and USU Board of Directors*

Guidelines:

1.0 Definition of Public Relations

1.1 Expenses related to the increased recognition in support of the Associated Students, Inc. and the University Student Union program and operational activities. Expenditure categories include but are not limited to the following:

- 1.1.1 Brochure/newsletters
- 1.1.2 Marketing Coordinator salary
- 1.1.3 "Logo" wears for ASI members
- 1.1.4 Publicity/promotions
- 1.1.5 ASI/USU officials "Welcome Package"
- 1.1.6 ASI/USU Logo items for all campus distribution
- 1.1.7 Executive Discretionary
- 1.1.8 Campus Pride Campaign

1.2 All expenditures require prior authorization by the Program Coordinator or ASI and USU Director.

2.0 Budget Inclusion

2.1 During the Associated Students, Inc. and University Student Union yearly budget preparation cycle the expense level for public relations/marketing for the new fiscal year is projected. Expenses are identified in the ASI's budget in the Marketing budget group along with other line items related to the above listed expenses.

3.0 Authorization for Expenditures

3.1 Allowable expenditures include the release of funds for publications, marketing, apparel, marketing giveaways, promotional items, Public Relations/Marketing office items, software for the use of the producing marketing and public relations items, and any other expenditures that pertain directly or indirectly to the marketing, promotion or public relations of the ASI and USU.

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FILED
Secretary of State
State of California

FEB 06 2013

IPC

AMENDED AND RESTATED ARTICLES OF INCORPORATION
OF
ASSOCIATED STUDENTS INCORPORATED
OF CALIFORNIA STATE UNIVERSITY, STANISLAUS
A California Nonprofit Public Benefit Corporation

The undersigned certify that:

1. They are the President and Vice President, Finance (as Chief Financial Officer), respectively, of the Associated Students Incorporated of California State University, Stanislaus.

2. The Articles of Incorporation of this corporation are amended and restated to read as follows:

ARTICLE I

Name

The name of this corporation is: Associated Students Incorporated of California State University, Stanislaus.

ARTICLE II

Corporate Status

This corporation is a nonprofit public benefit corporation and is not organized for the private gain of any person. It is organized under the Nonprofit Public Benefit Corporation Law for public and charitable purposes.

ARTICLE III

Purposes

This Corporation is organized and operated solely for the benefit of California State University, Stanislaus. This corporation is organized as a student body organization under Section 89300, et seq. of the California Education Code, exclusively for educational and charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986 as amended and for the following purposes:

(a) To operate exclusively for public and charitable purposes within the meaning of the California Revenue and Taxation Code Section 23701d (or corresponding provisions of any future California Revenue Law).

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

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

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

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

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

ARTICLE IV Conformity with Law

The corporation shall be an auxiliary organization to California State University, Stanislaus, and shall conduct its operations in conformity with the California statutes governing

such organizations (Chapter 7, commencing with Section 89900, of Part 55, Division 8, Title 3 of the Education Code) and the Regulations adopted by the Board of Trustees of California State University (Subchapter 6, commencing with Section 42400, of Chapter 1, Division 5 of Title 5 of the California Code of Regulations) as required by the Education Code, Section 89900(c).

ARTICLE V
Exempt Status

No part of the net earnings of this corporation shall inure to the benefit of or be distributable to its members, directors, officers, or other private persons, except that this corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article III hereof.

ARTICLE VI
Limitation on Activities

No substantial part of the activities of this corporation shall consist of carrying on of propaganda, or otherwise attempting to influence legislation (except as otherwise permitted by Internal Revenue Code Section 501(h)(9)), and this corporation shall not participate or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office.

ARTICLE VII
Irrevocable Dedication and Dissolution

This corporation irrevocably dedicates its assets for the benefit of California State University, Stanislaus. On the winding up and dissolution of this corporation, after paying or adequately providing for the debts, obligations and liabilities of the corporation, the remaining assets other than trust funds shall be distributed to a successor organization established as a tax-exempt organization under Internal Revenue Code Section 501(c)(3) and California Revenue & Tax Code Section 23701d (or corresponding provisions of any future federal internal revenue or California revenue laws), and approved by the President of California State

University, Stanislaus, and by the California State University Chancellor.

ARTICLE VIII
Officers and Directors

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

ARTICLE IX
Membership

The status, authorized number and qualifications, classes, voting, and other rights and privileges, if any, of members and their liability to dues and assessments, and the method of collection of dues and assessments shall be as stated in the Bylaws, consistent with applicable law, including Corporations Code Sections 5056 and 5332, and with these Articles of Incorporation.

ARTICLE X
Voting

Each member of the Board of Directors shall have one vote. There shall be no proxy voting permitted for the transaction of any of the business of this corporation.

ARTICLE XI
Amendment

The Articles of Incorporation of this corporation may be amended by resolution of the Board of Directors adopted by a two-thirds (2/3) vote at a meeting called for that purpose with a quorum present.

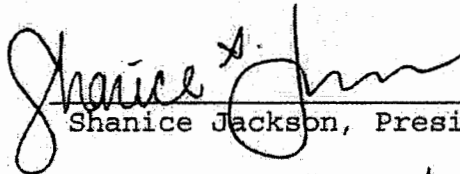
* * *

3. The foregoing Amended and Restated Articles of Incorporation has been approved by a resolution of the Board of Directors.

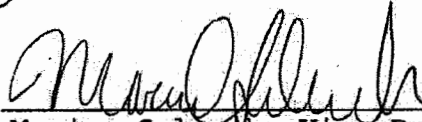
4. The corporation has no members.

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 December 4th, 2012



Shanice Jackson, President



Mariam Salameh, Vice President-Finance
as Chief Financial Officer)

**A Resolution of the Board of Directors
of the Associated Students, Incorporated, California State University,
Stanislaus amending and restating the Articles of Incorporation**

Whereas, The Articles of Incorporation of this corporation need to be amended; and

Whereas, California Corporations Code Section 5819 permits nonprofit public benefit corporations to amend and restate the Articles of Incorporation; and

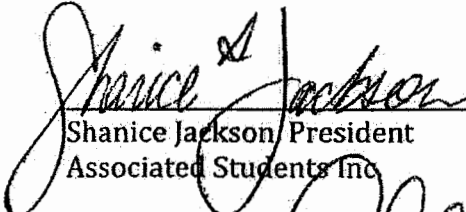
Whereas, the Articles of Incorporation, authorize the Board of Directors, as the governing body, to amend the Articles of Incorporation of the corporation;

Now, Therefore, the Board of Directors hereby resolves as follows:

That the amended and restated Articles of Incorporation set forth in the certificate appended hereto as Exhibit A is approved, and the corporation President and Vice President are authorized and directed to execute said certificate and to file the executed certificate with the California Secretary of State.

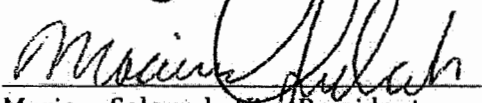
Adopted by the Board of Directors at its regular meeting on December 4th, 2012.

Attest:



Shanice Jackson, President
Associated Students Inc.

12-11-12
Date:



Mariam Salameh, Vice President
Associated Students Inc.

12/11/12
Date: