

**ASSOCIATED STUDENTS, INC.**  
California State University, San Bernardino  
5500 University Parkway San Bernardino,  
CA 92407

**BOARD OF DIRECTORS  
AGENDA**

April 25, 2022

12:00 p.m.

Location (Virtual Conferencing):

<https://csusb.zoom.us/j/83723950792?pwd=UVhqWxaUG1ybEFNY1J0aGFQdDNEUT09>

Passcode for Virtual Conference (Required): asibod

Call to Order

Roll Call

Approval of Minutes

Reports: Executive Officers, BOD Reps., ASI Committees and Campus-wide Committees

Adoption of Agenda

Open Forum (5 minutes/speaker)

Guest Speaker

**OLD BUSINESS:**

**BD 26-22** Revision of the ASI Personnel Policy. (Action) (Policy Committee) (Second Reading)

**BD 27-22** Revision of the ASI Bylaws. (Action) (Policy Committee) (Second Reading)

**NEW BUSINESS:**

**BD 31-22** Approval of the 2022-2023 ASI Budget. (Action) (Finance Committee) (First Reading)

**BD 32-22** Confirmation of the 2022 ASI Election Results. (Action) (Elections Committee)

**BD 33-22** Creation of an awareness week for Endometriosis. (Discussion) (Romero)

ANNOUNCEMENTS

ADJOURNMENT



# Associated Students Incorporated

CALIFORNIA STATE UNIVERSITY, SAN BERNARDINO

## Personnel Policies

~~Adopted Per BD-15-21 | March 2, 2021~~

### SECTION 1 – GENERAL POLICIES

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#### INTRODUCTION

The Associated Students, Incorporated personnel procedures and practices set forth in these personnel policies are subject to modification without notice. It is not an employment contract or a legal document. Except for the employment-at-will standard, Associated Students, Inc. reserves the right to revise, supplement, or rescind any of the provisions of these policies. Any revisions, however, will be effective only if approved in writing by the Board of Directors. Furthermore, other Associated Students, Inc. personnel policies or benefits may be revised from time to time as appropriate. Each employee of Associated Students, Inc. can assist in keeping Associated Students, Inc. personnel programs up to date by notifying management whenever problems are encountered or improvements can be made in the administration of Associated Students, Inc. personnel policies. When the need for a new or revised standard policy presents itself, submit the recommendation to the Executive Director for consideration.

#### ADMINISTRATION

It is the responsibility of the Associated Students, Inc. Executive Director and the Associated Students, Inc. Board of Directors to review and approve the policies contained herein. The Executive Director may make proposals regarding these policies to the Personnel Committee. The Personnel Committee has the responsibility to propose and recommend such changes as may be required to the Associated Students, Inc. Board of Directors for approval.

#### EMPLOYMENT AT WILL

Both the employee of whatever status and Associated Students, Inc. have the right to terminate employment at any time, with or without advance notice, with or without cause. This is called “employment at will.” No officer, employee, agent, representative, spokesperson, or committee or subcommittee of Associated Students, Inc., in essence no one, other than the Associated Students, Inc. Board of Directors has the authority to alter this status, to enter into an agreement for employment for a specified period or to make any agreement contrary to this policy. Any change in the at will status of employees must be in writing and approved by the Associated Students, Inc. Board of Directors.

#### ORIENTATION

New employees will be given instructions regarding the functions of the organization, including duties and interrelationships. All new employees shall acknowledge in writing by signing the Personnel Policy signature page that they have received, read, and understood the current Personnel Policies.

## **EMPLOYMENT CATEGORIES**

### Regular, full-time (non-student employee)

Regular, full-time employees are those regularly scheduled to work 30 hours per week or more and are eligible for most benefits. Regular, full-time employees begin their employment by completing an introductory period of 90 days. Regular, full-time employees are employed at will throughout their employment.

### Temporary Employee (non-student employee)

Temporary employees are those employees appointed for a specific length of time, normally between 30 days and one year. Temporary employees are employed at will and will be notified of any benefits that they may be eligible to receive.

### Part-time Employees (non-student employee)

“Part-time” employees are those non-student employees who regularly work less than 30 hours per week. Part-time employees are employed at will and are not eligible for benefits.

### Student Employees

Student employees, also referred to as student assistants, office assistants, etc. are those individuals who are regularly enrolled as students at California State University, San Bernardino (CSUSB) and who meet the minimum grade point average (GPA) academic employment eligibility requirement as defined by the Associated Students, Inc. Board of Directors. Should no Associated Students, Inc. Board of Directors policy exist, Associated Students, Inc. will follow the minimum GPA policy set forth by the California State University (CSU) or CSUSB. By definition, all appointments to this class are temporary, part-time hourly positions, and are not eligible for benefits. Student employees are employed at will.

## **PERSONNEL RECORDS**

The Associated Students keep records concerning each employee’s employment, so it is important that personnel records are accurate and up to date. When employees were hired, they provided us with certain information, and it is important that this information remains current because it enables us to reach employees in an emergency, to maintain benefits properly, and to compute payroll deductions. Employees should notify the Associated Students immediately of any change in name, address or telephone number, marital status, number of dependents, beneficiary or dependents listed on an insurance policy, or any change in the person that should be notified in case of an emergency.

## **EQUAL EMPLOYMENT OPPORTUNITY POLICY**

The Associated Students is committed to a policy of equal employment opportunity including the conviction that there will not be differential treatment or harassment of persons with regard to an individual's race, color, creed, religion, ancestry, sex, gender, gender identity, gender expression, genetic information, pregnancy, sexual orientation, age, medical condition, military service, veteran's status, marital status, national origin, physical or mental disability, or any other status protected by federal, state or local laws. This policy applies to all employees and applicants for employment, and it applies to all aspects of employment, including recruitment, hiring, training, compensation, benefits, promotion, transfer, discipline and termination, as well as in the policies and practices governing programs or extracurricular life and activities. It is the duty of every employee to help maintain a work environment that promotes this policy.

If you have a question or a concern about discrimination in the workplace, you should bring your concerns to the attention of your supervisor, or to the Executive Director. You may raise such concerns without fear of reprisal. Anyone found to be engaging in any type of unlawful discrimination will be subject to disciplinary action, up to and including termination of employment.

## **EMPLOYEE ORGANIZATIONS POLICY**

An employee has the right to join any recognized employee organization. This organization has the right to meet on campus in accordance with University policy when space is available. Generally, employees are not excused from work to attend organizational meetings.

## **CAMPUS MEETINGS POLICY**

Associated Students, Inc. employees may participate in University activities and events. Most events are scheduled during the early evening hours or on weekends, outside the normal working hours. Attendance at these events is considered voluntary. The Associated Students, Inc. President may, on occasion, authorize release time for employees for special events and functions that are of a universal interest and benefit to the campus. In order to facilitate and accomplish campus and Associated Students, Inc. business, the Associated Students, Inc. President may establish and authorize committees either on a standing or ad hoc basis. Committees structured to meet the business needs of the University and Associated Students, Inc. may function during normal working hours. Participation on such committees will be considered work time.

Informal organizations and groups may be established for social, recreational or other objectives or association. Groups that are established for these purposes may utilize University facilities by following established scheduling procedures. Attendance at these group functions is not considered part of an employee's regular work schedule or workday. All such functions should be scheduled outside of regular working hours. Groups or organizations desiring clarification of this policy should address questions through their supervisor or administrator.

## UNLAWFUL HARASSMENT POLICY

The Associated Students is committed to providing a work and educational environment that is free of sexual harassment, as well as other unlawful harassment based on such factors as race, color, creed, religion, ancestry, sex, gender, gender identity, gender expression, genetic information, pregnancy, sexual orientation, age, medical condition, military service, veteran's status, marital status, national origin, physical or mental disability, or any other status protected by federal, state or local laws. In keeping with this commitment, the Associated Students maintains a strict policy that prohibits unlawful harassment of employees, applicants, unpaid interns, volunteers, and others by managers, supervisors, or co-workers, and unlawful harassment of students by employees of the Associated Students, as well as by teachers, coaches, counselors and peer advisors. Visitors to the campus, and workers employed by the University, by other auxiliaries, or by other public or private organizations engaged in business with the Associated Students, are expected to comply with this policy. The purpose of this policy is to: (1) familiarize the Associated Students' employees with the definition of unlawful harassment and the forms it can take; (2) confirm that unlawful harassment will not be tolerated and is contrary to the standards of conduct expected and required of the Associated Students' employees; and (3) make clear that employees who engage in unlawful harassment are subject to disciplinary action which may include discharge.

### *Definition of Harassment*

For the purposes of this policy, unlawful harassment means harassment on the job that is in fact prohibited by provisions of state or federal law applicable to the Associated Students at the time the harassment occurs. Subject to this general definition, unlawful harassment may include unwelcome verbal, physical or visual conduct that unreasonably interferes with an employee's or student's performance, or that creates an intimidating, offensive or hostile working or educational environment. This may occur where:

1. Submission to the conduct is explicitly or implicitly made a term or condition of an individual's employment or education.
2. Submission to or rejection of the conduct by the individual is used as the basis of employment or educational decisions affecting the individual.
3. The conduct has the purpose or effect of having a negative impact upon the individual's work performance or of creating an intimidating, hostile or offensive work or educational environment.

Under most circumstances, harassment refers to the type of conduct that is pervasive, repetitive, and that is sufficiently severe to alter the conditions of an employee's employment or a student's education or employment. It also may refer to a single incident that is sufficiently outrageous or harmful, in and of itself, that it substantially alters the conditions of an employee's employment or interferes with that individual's ability to perform job related responsibilities. No employee, intern, volunteer, or applicant should be subjected to unsolicited and unwelcome sexual overtures, nor should any employee or applicant be led to believe that an employment opportunity or benefit will in any way depend upon "cooperation" of a sexual nature.

Employees also should not confuse harassment with supervision. Supervisors have the right and responsibility to define the job that they want an employee to perform, as well as the manner in which an employee must perform that job. Thus, close supervision of an employee (which includes, but is not limited to, counseling and warnings about job performance, inappropriate conduct, or other performance issues) is not considered to be an example of unlawful harassment.

### ***Examples of Harassment***

Harassment may take many forms and will vary with the particular circumstances. Examples of unlawful sexual harassment prohibited by this policy may include, but are not limited to, the following: unwanted flirtations, advances and/or propositions of a sexual nature; deprecating remarks, insults, humor, jokes and/or anecdotes that belittle or demean an individual's body or clothing; unwelcome and/or offensive displays of sexually suggestive objects or pictures; unwelcome and offensive touching, such as patting, pinching, hugging or repeated brushing against an individual's body; sexual assault; and/or suggestions that submission to or rejection of sexual advances will affect decisions regarding such matters as an individual's work assignments, status, salary, benefits or other terms or conditions of employment.

Conduct that is part of a consensual relationship is not considered harassment. Nevertheless, a prior consensual relationship does not permit subsequent unwelcome or unwanted harassment. Sexual harassment also can occur between employees, applicants, interns, or volunteers of the same or different genders. It is unlawful for males to sexually harass females or other males, and for females to sexually harass males or other females.

### ***Other Prohibited Discrimination and Harassment***

The Associated Students also prohibits harassment or discrimination on the basis of race, color, creed, religion, ancestry, sex, gender, gender identity, gender expression, genetic information, pregnancy, sexual orientation, age, medical condition, military service, veteran's status, marital status, national origin, physical or mental disability, or any other status protected by federal, state or local laws. Such prohibited activity includes, but is not limited to, the following examples of offensive conduct:

- Verbal conduct such as threats, epithets, derogatory comments or slurs;
- Visual conduct such as derogatory posters, photographs, cartoons, drawings or gestures;
- Written communications containing statements which may be offensive to individuals in a particular protected group, such as racial or ethnic stereotypes; or
- Continually treating employees in a protected class differently from others, e.g., singling employees out for harsh treatment or engaging in a campaign of negative treatment toward an employee or group of employees because of a protected characteristic.

### ***Reporting and Complaint Procedure***

Employees, applicants, interns, volunteers, and students are encouraged to report incidents of inappropriate or unwelcome conduct whenever it occurs. Employees and students are not required to wait for the conduct to be repeated or to worsen. Any incident of unlawful harassment, by any Associated Students employee or any other person, should be reported promptly to the employee's supervisor or manager and/or to Human Resources, who will arrange for an investigation of the matter. Supervisors and managers who receive complaints or who observe harassing conduct are required to immediately inform the office of Human Resources. An employee, intern, volunteer, or student may contact Human Resources directly and is not required to complain first to his or her supervisor.

All complaints of unlawful harassment are taken seriously, and are promptly and objectively investigated. For example, an investigation may include interviews of individuals who might have information pertaining to the alleged harassment. If the Associated Students begins an investigation, we will endeavor to keep the investigation confidential to the extent possible, including the names of complaining employees and witnesses.

In the same way, anyone involved in an investigation of harassment has an obligation to keep all information about the investigation confidential. That is why the Associated Students will only share information about a complaint of harassment with those who need to know about it. Failure to keep information about an investigation confidential may result in disciplinary action.

When the investigation has been completed, the Associated Students will normally communicate the results of the investigation to the complaining employee or student, to the alleged harasser and, if appropriate, to others who are directly involved. If the Associated Students' policy against harassment is found to have been violated, appropriate remedial and corrective action, up to and including termination, will be taken against the alleged harasser so that further harassment will be prevented. Both the rights of the alleged harasser and the complainant will be considered in any investigation and subsequent action.

#### ***No Retaliation***

It is the obligation of all employees to cooperate fully in the investigation process. In addition, disciplinary action may be taken against any employee who is uncooperative or who attempts to discourage or prevent an employee from using the Associated Students' complaint procedure to report unlawful harassment. Retaliation by an Associated Students' employee against any individual who makes a complaint of unlawful harassment is strictly prohibited. Similarly, any person who participates or cooperates in any manner in an investigation or any other aspect of the process described herein shall not be retaliated against. Retaliation is itself a violation of this policy and is a serious offense. Complaints regarding allegations of reprisal should be immediately brought to the attention of the Office of Human Resources. Complaints regarding allegations of reprisal should be immediately brought to the attention of the Office of Human Resources.

#### ***Corrective Action***

If unlawful harassment of, or by, an Associated Students' employee, applicant, intern, volunteer, or student is established, the Associated Students will take remedial and corrective action that is reasonably calculated to stop the harassment. In cases in which the alleged harasser is not an employee or student, the Associated Students will take action to minimize the recurrence of any unlawful behavior.

Discipline that the Associated Students or the University may impose on employees for behavior that violates this policy (or for other unprofessional conduct by a faculty, teacher, coach, counselor or staff member) may include, but is not limited to, reprimand, mandatory attendance at an unlawful harassment training program, suspension, demotion, or dismissal. Unlawful harassment by non-employees may result in restricting the harasser's access to campus.

#### ***Additional Information***

In addition to the Associated Students' internal complaint procedure, employees may also contact either the Equal Employment Opportunity Commission ("EEOC") or the California Department of Fair Employment and Housing ("DFEH") to report unlawful harassment. The EEOC and the DFEH serve as neutral fact-finders and will attempt to assist the parties to voluntarily resolve their disputes. For more information, contact the Office of Human Resources, or you may contact the nearest EEOC or DFEH office.

## **OPEN DOOR POLICY**

The Associated Students promotes ongoing open communications between its employees and management. We believe that good communication is essential to the well-being of the Associated Students as an organization and that problems, questions, concerns, or complaints that are left unresolved, negatively impact our work and our environment. If you have a question, concern, or complaint of any kind, you are urged to bring it immediately to the attention of your supervisor. Alternatively, if you believe that your immediate supervisor is not the appropriate person with whom to raise the concern, you may raise it with a Department Manager or with the Executive Director.

## **COMPLAINT RESOLUTION**

The Associated Students encourages you to bring your questions and concerns regarding wages, hours, working conditions, or core values to our attention. We will give careful consideration to your questions and concerns in our continuing effort to improve operations and communications.

If there is anything bothering you about your job, get it out in the open and talk about it. Discuss it frankly with us and we will do everything we can to help you remedy the situation. Your complaint will be handled in an open and fair manner.

First, if you feel you have a problem, you should present the situation to your immediate supervisor. Your immediate supervisor knows you and your job best. Past situations have shown that most problems can be settled by simple examination and discussion of the facts at this level. However, if your complaint involves your supervisor, or if you are not satisfied with your supervisor's response, or if for any reason you do not wish to bring the problem to your supervisor's attention, must go to Executive Director or ASI President.

Finally, if your problem is still not solved to your satisfaction, you may contact the Executive Director. All complaints will be discussed, reviewed and investigated in a confidential manner. In addition, we wish to assure you that you will not be retaliated against in any manner for the use of the Complaint Resolution Procedure. All complaints and resolutions will be provided in writing.

## **SMOKING POLICY**

Smoking is not permitted on CSUSB property.

## **USE OF STATE VEHICLES POLICY**

Associated Students, Inc. employees, either student or non-student, may *not* drive State of California vehicles.



## **EMPLOYEE SAFETY**

In accordance with state and federal statute, it is Associated Students, Inc. policy to ensure a safe working environment for all employees. In keeping with this policy, responsibility for compliance with laws and regulations shall reside with the managers. Further all employees of Associated Students, Inc. must obey all safety procedures, rules and policies set forth by the employer. Such compliance is deemed a condition of continued employment. The employee must demonstrate the following:

1. Compliance with all safety policies.
2. Prompt reporting of unsafe conditions in the workplace. Notify the department supervisor immediately if medical attention is required.
3. Maintenance of hazard-free work station.
4. Use of protective equipment.
5. Prompt reporting of any accident or injury.

### **On-the-job Injuries:**

If an employee has an on-the-job injury, he/she must report the accident **as soon as possible** to the supervisor:

## **SECTION 2 – NON-STUDENT EMPLOYEE POLICY**

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### **PERFORMANCE EVALUATIONS**

All Associated Students, Inc. employees in the non-student category may receive periodic performance evaluations from the appropriate manager or supervisor. The evaluation instrument shall follow a format prescribed by the Associated Students, Inc. Board of Directors and shall rate performance against written standards determined by the evaluator and appointing authority. Such evaluations may be considered by the appointing authority in personnel actions affecting the employee. Actions may include promotion, retention, discipline, and merit salary adjustments. Evaluators are to discuss the contents of the evaluation with the employee and employees are to be given a completed copy of the evaluation. Copies are also distributed through the supervisory chain to the appointing authority for review and endorsement, and are filed in the employee's personnel file.

### **EVALUATION SCHEDULE**

#### Management Employees:

Management employees shall be evaluated at six-month intervals during the first year of appointment and annually thereafter. Additional evaluations may be requested at the discretion of the appointing authority.

#### Non-Management, Non-student Employees:

Non-management, non-student personnel will be evaluated at the 90-day anniversary of their appointment date, or sooner if necessary, and annually thereafter. Special performance evaluations may be initiated by the supervisor at any time.

### **HIRING OF RELEATIVES**

Employees' relatives will not be eligible for employment with the Associated Students where potential problems of supervision, safety, security or morale, or potential conflicts of interest exist. Relatives of present employees will not be hired by the Associated Students if the individual(s) concerned work in a direct supervisory relationship in the personnel or payroll departments. Relatives include an employee's parent, child, spouse, domestic partner, brother, sister, in-laws, and step relationships.

If two employees become subject to the restrictions of this policy after they are hired, one or both of the employees must seek a transfer or reassignment to eliminate the actual or potential conflict of interest as specified in this policy. The Associated Students reserves the right to determine that other relationships not specifically covered by this policy represent actual or potential conflicts of interest as well. Where the Associated Students determines that the relationship between two employees presents an actual or potential conflict of interest, the Associated Students may take appropriate action which includes, but is not necessarily limited to, transfers, reassignments, changing shifts or if necessary, possible termination.

## **ALLOWABLE PAYROLL DEDUCTIONS/WAGE AND HOUR LAW COMPLIANCE**

### Allowable Payroll Deductions:

Associated Students, Inc. complies with federal and state law requiring the following deductions from every paycheck:

- |                                      |                     |
|--------------------------------------|---------------------|
| 1. Federal withholding tax.          | 6. Retirement       |
| 2. State withholding tax.            | 7. Medical benefits |
| 3. State disability insurance (SDI). | 8. Dental           |
| 4. Social Security                   | 9. Vision           |
| 5. Medicare                          |                     |

If authorized in writing by the employee, a parking fee is deducted for those non-student employees who have requested parking on campus. Parking fees for student employees are collected at the time of their registration for classes. Other deductions may be made from an employee's paycheck with the employee's written permission.

### Wage and Hour Law Compliance:

Associated Students, Inc. complies with all federal and state wage and hour laws. All Associated Students, Inc. personnel are paid twice a month. A schedule of inclusive dates for pay periods is available at the ASI front desk or on the ASI Website. Paydays are approximately the 15th and the 30th of each month.

## **VACATION LEAVE POLICY**

### Eligibility:

Non-student employees who work more than twenty (20) hours per week are eligible to receive vacation with pay. Student assistants are not eligible.

### Full-time Salaried, Non-student Employees:

<u>YEARS OF SERVICE</u>	<u>DAYS/YEAR</u>	<u>HOURS/MO.</u>
1 mo. to 3 yrs. 1 mo.	10 days	6 2/3 hours
3 yrs. 1mo. to 6 yrs. 1 mo.	15 days	10 hours
6 yrs. 1mo. to 10 yrs. 1 mo.	17 days	11 1/3 hours
10 yrs. 1mo. to 15 yrs. 1 mo.	19 days	12 2/3 hours
15 yrs. 1mo. to 20 yrs. 1 mo.	21 days	14 hours
20 yrs. 1mo. to 25 yrs. 1 mo.	23 days	15 1/3 hours
25 yrs. 1mo. and over	24 days	16 hours

Vacation leave shall be accrued at a proportionate number of hours based on the rate for full-time, non-management employees. Vacation leave credit may be accumulated by non-management employees provided that accrual does not exceed 440 hours unless it can be demonstrated that the employee could not take vacation due to unanticipated workload or extended illness.

## HOLIDAY AND PERSONAL HOLIDAY POLICY

### Holidays:

All benefited regular full-time employees are eligible to receive holiday pay that is equivalent to the employee's regular daily wage. Pay is for the purpose of allowing employees paid time off for special occasions. There are usually 12 such holidays per year, seven, which are *observed*, and five that are *rescheduled*. The observed holidays are:

- January 1; Martin Luther King, Jr.'s Birthday;
- Lincoln's Birthday; Washington's Birthday;
- Memorial Day; July 4, Labor Day; Admission Day;
- Columbus Day; Veteran's Day; Thanksgiving Day;
- December 25; and any other day designated by the
- Governor as a public holiday.

The exact holiday schedule is announced at the beginning of each calendar year, and follows the University's holiday calendar. *Rescheduled* holidays are taken and observed between Christmas and New Year's Day, when the Associated Students is closed. Employees are only eligible to be paid for an observed rescheduled holiday that occurs during their employment. Employees are only eligible to be paid for an observed rescheduled holiday that occurs during their employment.

If a holiday falls on a Sunday, employees working a regular Monday through Friday schedule will normally observe the holiday on the following Monday. If the holiday falls on a Saturday, employees working a regular Monday through Friday schedule will normally observe the holiday on the preceding Friday.

Eligible employees who are not scheduled to work on a holiday will be paid for the day of the actual holiday. Non-exempt regular employees who are required to work on a holiday may be paid the employee's regular rate for all time worked, in addition to receiving holiday pay. Holidays which occur during an employee's vacation, or other paid leave, will be paid as a holiday.

### Personal Holiday:

All eligible employees are entitled to one, Personal Holiday during each calendar year. The maximum number of accrued but unused Personal Holidays is one day. Personal Holidays should be scheduled in advance with your supervisor. All accrued but unused Personal Holidays are paid at the time of separation of employment.

## **PAID LEAVES OF ABSENCE**

Associated Students, Inc. non-student employees shall, when qualified, be entitled to paid leaves of absence for medical disability, family illness, military service, jury duty, or bereavement. It shall be the responsibility of the appropriate reporting official to ensure that requests for such absences are acted upon in a fair and equitable manner, and that policy requirements are adhered to.

### Sick Leave:

In order to minimize the economic hardships that may result from an unexpected short-term illness or injury to an employee or legal dependent, the Associated Students provides its employees with sick pay benefits for the actual illness or injury of an employee or to care for the employee's spouse, parent, sibling, children, grandchild, or grandparent. Paid sick leave also may be used for doctor appointments, preventative care, and by victims of domestic violence, sexual assault, or stalking to obtain relief, including medical attention and psychological counseling.

Non-benefited employees who work more than 30 days in a year are also eligible for sick pay. Non-benefited employees receive and may take up to 24 hours of sick pay during the calendar year. Any unused sick pay days will not be carried into a new calendar year given that non-benefited employees receive a new 24 hours of sick pay at the start of each new calendar year on January 1. Available and unused sick pay days will be reflected on your pay stubs.

If you have no sick time available, time off that is taken will be deducted from your available accrued vacation balance. When employment ends, no unused sick pay will be paid to you. Unplanned absences due to illness or injury on a regular scheduled work day will be charged to sick leave and may not be substituted for a vacation day or personal holiday.

Written verification from a doctor that an employee is unable to work may be required for any absence longer than three days. Employees who are absent for longer than three days may be ineligible to return to work until they provide a doctor's certificate that allows them to return to work. Additionally, three days of absence from the workplace without notification will be deemed a job abandonment and may result in your immediate dismissal.

Eligible employees may use sick pay to supplement other disability related benefits. For example, you may use sick pay to make up the difference between the compensation you receive from state disability benefits and your regular wages, until your accumulated sick pay is used up.

### Bereavement Leave

Death of an immediate family member. Award of bereavement leave shall be at the discretion of the appointing authority. Such leave, when awarded, shall not exceed one (1) work week, up to a maximum of forty (40) hours for each death. Such bereavement leave will be paid leave not chargeable to sick leave or vacation time. For purposes of this policy, the term "immediate family" shall include spouse, parent, grandparent, in-law, child, or significant other. A blood relative residing in the employee's immediate household, except domestic employees, roomers, or roommates, is also included under the term "immediate family".

### Military Leave:

The Associated Students is committed to protecting the job rights of employees absent on military leave. In accordance with federal and state law, it is the Associated Students' policy that no employee or prospective employee will be subjected to any form of discrimination on the basis of that person's membership in or obligation to perform service for any of the Uniformed Services of the United States.

Any employee who serves in the Armed Forces, the Army National Guard, and Air National Guard for training or active service is entitled to a leave of absence.

### ***Reinstatement Based on Duration***

- If service is less than 31 days or for the purpose of taking an examination to determine fitness for service, the employee must report for reemployment at the beginning of the first full regularly scheduled working period on the first calendar day following completion of service and the expiration of eight hours after a time for safe transportation back to the employee's residence.
- Associated Students, Inc. will continue to compensate non-student employees when military service is performed as a part of active duty for training, not to exceed thirty (30) days. The employee shall present a copy of his/her most current Leave and Earnings statement, or a remittance notice for the specified training period so that compensation may be verified and computed.
- If service is for more than 30 days but less than 181 days, the employee must submit an application for reemployment with Human Resources no later than 14 days following the completion of service.
- If service is more 180 days, the employee must submit an application for reemployment with Human Resources no later than 90 days following the completion of service.
- If the employee is hospitalized or convalescing from a service-connected injury, the employee must submit an application for reemployment with Human Resources no later than two years following completion of service.
- Reinstatement of an employee returning from military leave will not be made when circumstances have so changed as to make reinstatement impossible, unreasonable, if reinstatement would impose an undue hardship on the Associated Students, or if the employee's employment was for such a brief, nonrecurrent period that there is no reasonable expectation that such reinstatement would have continued indefinitely or for a significant period.

### ***Benefits***

If service is less than 30 days (paid or unpaid status), health benefits will continue uninterrupted.

### ***Required Documentation***

Employees must submit written verification from the appropriate military authority. Upon return, employees must submit a certificate of satisfactory completion of service.

Jury Duty:

Associated Students, Inc. non-student employees who have been summoned to jury service shall be granted a paid leave of absence of up to 10 days while serving on a jury. In this case, employees must notify their appropriate reporting official of the request, in writing, prior to commencing such service. Verification of summons may be requested by the supervisor. Employees may use any accrued but unused vacation while serving on a jury. In addition, the employee must submit certification of service from the clerk of the court for hours claimed. Hourly employees will be compensated only for scheduled work time missed.

**COORDINATION OF SICK LEAVE WITH DISABILITY PAYMENTS**

When a non-student employee is drawing disability pay, either SDI or Workers' Compensation, Associated Students, Inc. will supplement the disability pay received with an amount of sick pay sufficient to give the employee the full amount of his/her normal paycheck (assuming, of course that the employee has accumulated a sufficient amount of sick leave credit). Employees can save sick leave when sick pay is coordinated with disability payments because they will only be charged with the amount of sick leave actually used in coordinating their pay with SDI or Workers' Compensation; they will not be charged with sick leave for the portion of their pay made up of disability payments. Vacation pay may also be used when sick leave credit has been exhausted.

**FAMILY MEDICAL LEAVE**

Under the California Family Rights Act ("CFRA"), eligible employees are entitled to take medical leave and family care leave up to a combined total of 12 weeks in any 12-month period.

***Eligible Employees***

To qualify for a medical leave or family care leave, an employee must have worked for the Associated Students for at least 12 months and must have provided at least 1,250 hours of service during the 12-month period prior to beginning each leave.

***Reasons For Leave***

Eligible employees may take medical leave or family care leave for the following reasons:

- 1) For the birth of a child or the placement of a child with the employee for adoption or foster care;
- 2) To care for a spouse, child, or parent who has a serious health condition; or
- 3) For the employee's own serious health condition if the employee is unable to perform the essential functions of his or her job.

A "serious health condition" means an illness, injury, impairment, or physical or mental condition that involves: (1) inpatient care in a hospital, hospice or residential health care facility; or (2) continuing treatment or continuing supervision by a health care provider that also requires an absence from work, school or other regular daily activities of more than three days.

### ***Duration Of Leave***

Eligible employees are entitled to take family care and medical leave of absence up to a combined total of 12 weeks in a 12-month period. Computation of the leave period starts with the first date covered after leave begins. Leave for the birth, adoption or foster placement of a child must conclude within one calendar year of the actual birth, adoption or placement. If both parents work for the Associated Students, the parents' combined leave for the birth or placement of a child may not exceed 12 weeks during any 12-month period, the parents' combined leave for the birth or placement of a child may not exceed 12 weeks during any 12-month period.

An eligible employee may take intermittent leave or may work a reduced work schedule for a serious health condition of the employee's child, parent, spouse or of the employee when medically necessary and if certified by a health care provider. If the need for the leave or intermittent leave is foreseeable, the employee should consult with the Associated Students and make a reasonable effort to schedule any planned treatment in cooperation with the Associated Students, if possible, in order to minimize disruption to the workplace.

### ***Benefits During Leave***

Group health insurance coverage will continue for eligible employees taking family care or medical leave under this policy under the same terms and conditions that applied before the leave commenced. To continue health insurance coverage, the employee must continue to make any premium contributions that he or she was required to make prior to taking leave. Premium payments are due monthly and should be made payable to the Associated Students and delivered to the personnel department. If an employee fails to pay his or her portion within 30 days of the due date of a premium, his or her health insurance coverage may be canceled. In such cases, employees will be notified at least 15 days before coverage terminates.

Employees on family care or medical leave do not accrue seniority or benefits including holiday pay, while on unpaid leave. Employees will not accrue vacation and sick pay while on leave. Vacation and sick pay will begin accruing when the employee returns to work. An employee who takes a family or medical care leave of absence will not lose any seniority earned prior to the commencement of family care or medical leave.

### ***Coordination Of Benefits***

Family care and medical leaves are unpaid. An employee who is granted a family or medical care leave of absence must utilize any accrued but unused paid time off benefits (i.e., vacation and sick leave) during the period of the leave. Any portion of a leave that occurs after all paid time off benefits have been exhausted will be without pay. Any unpaid or paid portions of this policy shall be added together and will not extend the 12-week total leave period limitation allowed under the family leave and medical leave policy.

### ***Notice Requirements***

Employees who need to take family care or medical leave should contact the Human Resource Office as soon as they learn of the need for leave, even when they do not know the precise dates that leave will begin. If leave is foreseeable, at least 30 days' notice is required. For events that are not foreseeable 30 days in advance, but are not emergencies, the employee must give notice within 2 working days of learning of the need for the leave. If the Associated Students determines that the notice was inadequate and that the employee knew of the need for leave in advance of the request, it may require the employee to delay his or her leave. If circumstances of the leave change and the employee is able to return to work earlier than indicated, the employee is required to notify the personnel department at least 2 working



days prior to the date he or she intends to return to work. Similarly, if an employee learns he or she will be unable to return to work on the date previously indicated, the employee is responsible for applying for an extension and furnishing a medical recertification for an extension, prior to the date that the leave expires.

### ***Medical Certification***

An employee taking leave for the serious health condition of a family member or for his or her own serious health must provide the Associated Students with certification from a health care provider on the Associated Students' form, within 15 calendar days of the Associated Students' request. Failure to provide a satisfactory medical certification may result in the denial of leave.

In cases of a leave for the serious condition of an employee, the Associated Students may require the medical opinion of a second health care provider at its own expense, chosen by it to substantiate a medical certification. If the second opinion is different from the first, the Associated Students may require the opinion of a third health care provider (also at its own expense) jointly approved by both the Associated Students and the employee. The opinion of the third health care provider will be binding on both the Associated Students and the employee.

If an employee requests an extension of leave beyond the time estimated by the health care provider, the Associated Students will require recertification of the employee's or the family member's serious health condition. The Associated Students also requires employees taking leave for their own serious health condition to present a fitness-for-duty certification before returning to work. In no event will a leave be extended beyond the maximum 12-week period.

### ***Outside Employment***

You may not be employed with any employer, other than the Associated Students, during your leave of absence. Outside employment during your leave will result in immediate termination.

### ***Reinstatement***

When an employee is able to return to work, he or she should give the Associated Students at least two (2) weeks notice. This is important so that the employee's return to work is properly scheduled.

Under most circumstances, the Associated Students will reinstate employees to their former or equivalent position if they return from leave within 12 weeks. Exceptions, however, may occur as permitted by law. For example, the Associated Students cannot guarantee reinstatement if the employee is a salaried employee and among the highest paid ten percent of all employees within a 75 mile radius and reinstatement would cause substantial and grievous economic injury, or if the employee would have been subject to lay off or job elimination had the employee not taken leave. Employees should also understand that they have no greater right to reinstatement or to other benefits of employment than if they had continued to work during their leave.

Employees who do not return to work immediately upon the expiration of an approved leave of absence or within the maximum period allowed for the family and medical leave will be considered to have voluntarily terminated from the Associated Students.

## **PREGNANCY LEAVE**

All employees are eligible to take an unpaid leave of absence for their own disability caused by pregnancy, childbirth or related medical conditions.

### ***Duration of Leave***

Pregnancy-related disability leave may be taken for the duration of the disability up to 4 months for each pregnancy. At the end of the employee's period of pregnancy disability (not to exceed 4 months), employees who are also eligible for a family care and medical leave, as described above, may take a leave up to 12-weeks for reasons of the birth of her child. The maximum possible combined leave for both family care and medical leave and pregnancy disability leave for the reason of the birth of the child is 4 months and 12 weeks. This assumes that the employee is disabled by childbirth or related medical conditions for 4 months and then requests, and is eligible, for a 12-week family leave for the reason of the birth of her child. Pregnancy-related disability leave is counted towards an employee's FMLA entitlement.

### ***Transfer And Accommodation***

An employee is also entitled to a temporary transfer to another position or other reasonable accommodation based on the pregnancy-related disability so long as (1) the employee requests the transfer or reasonable accommodation and the request is based on the medical certification of a health care provider that a transfer or reasonable accommodation is medically advisable, and (2) the request can be reasonably accommodated by the Associated Students. Employees who are transferred to accommodate a pregnancy-related disability possess the same reinstatement and other rights described below with respect to pregnancy-related disability leaves.

The Associated Students may also require an employee to transfer temporarily to an available alternative position with the same pay and benefits in order to accommodate an employee's need for intermittent leave or a reduced work schedule.

### ***Benefits During Leave***

Group health insurance coverage will continue for eligible employees taking pregnancy disability leave under this policy under the same terms and conditions that applied before the leave commenced. To continue health insurance coverage, the employee must continue to make any premium contributions that he or she was required to make prior to taking leave. Premium payments are due monthly and should be made payable to the Associated Students and delivered to the personnel department. If an employee fails to pay his or her portion within 30 days of the due date of a premium, his or her health insurance coverage may be canceled. In such cases, employees will be notified at least 15 days before coverage terminates.

Employees on family care or medical leave do not accrue seniority or benefits including holiday pay, while on unpaid leave. Employees will not accrue vacation and sick pay while on leave. Vacation and sick pay will begin accruing when the employee returns to work. An employee who takes a pregnancy disability leave of absence will not lose any seniority earned prior to the commencement of pregnancy disability leave.

### ***Coordination Of Benefits***

Pregnancy-related disability leaves are unpaid. An employee who is granted a pregnancy-related disability leave may elect to use any accrued but unused paid time off benefits (i.e. vacation or sick leave) during the period of the leave. Any portion of a leave that occurs after all paid time off benefits have been exhausted is without pay. Any unpaid or paid portions of this policy shall be added together and will not extend the 4-month total leave period limitation allowed under this pregnancy-related disability leave policy.

### ***Medical certification***

An employee requesting pregnancy-related disability leave must provide medical certification that she is disabled by pregnancy. Medical certification is required under the same conditions as is required for family care and medical leaves of absence, as described above. An employee taking a pregnancy-related disability leave must present a fitness for duty certification before returning to work.

### ***Notice***

Employees should contact their supervisor as soon as they learn that they will need a pregnancy-related disability leave, even when they do not know the precise dates that such leave will begin. Employees must provide at least 30 days' notice when the need for pregnancy-related disability leave is foreseeable. If the need for leave is not foreseeable, notice must be given to the Associated Students within two business days of learning of the need for the leave.

Employees must indicate the estimated timing and duration of the leave and make a reasonable effort to schedule any planned medical treatment so as to minimize the disruption of the Associated Students' activities. If an employee requests an extension of leave beyond the time estimated by the health care provider, the employee must submit a recertification prior to the expiration date if the employee desires additional leave. Extensions will not be granted that cause the total period of the pregnancy-related disability leave to exceed the 4-month limitation.

### ***Outside Employment***

You may not be employed with any employer, other than the Associated Students, during your leave of absence. Outside employment during your leave will result in immediate termination.

### ***Reinstatement***

When an employee is able to return to work, he or she should give the Associated Students at least two (2) week's notice. This is important so that the employee's return to work is properly scheduled.

Under most circumstances, the Associated Students will reinstate employees to their former or equivalent position if they return from leave within 4 months. Exceptions, however, may occur as permitted by law. Employees should understand that they have no greater right to reinstatement or to other benefits of employment than if they had continued to work during their leave.

For example, an employee will not be reinstated to the same position where (1) she would not otherwise have been employed in the same position due to legitimate business reasons unrelated to her taking leave (such as layoff or job elimination), or (2) the means of preserving the job would substantially undermine the Associated Students' ability

to operate its business safely and efficiently. In such cases, the employee will be placed in a comparable position for which the employee is qualified unless (1) no comparable position is available within 10 working days of the employee's return to work, or (2) filling the comparable position with the employee would substantially undermine the Associated Students' ability to operate its business safely and efficiently. Employees who fail to return to work at the conclusion of their approved leave or within the maximum period allowed for the leave will be considered to have voluntarily terminated from the Associated Students.

### **QUALIFYING EXIGENCY LEAVE**

For employees who are eligible for leave under the CFRA (above), the Associated Students provides those employees up to 12 weeks of leave during a 12-month period to assist a spouse, domestic partner, son, daughter, or parent on active military duty or who is called to active military in support of a contingency operation, to manage their affairs and to address certain exigencies while the family member is on active duty. Such exigencies include:

- Short Notice Deployment
- Military Events and Related Activities
- Childcare and School Activities
- Financial and Legal Arrangements
- Counseling
- Rest and Recuperation
- Post-Deployment Activities
- Additional activities not encompassed in the other categories, but agreed to by the employer and employee.

The Associated Students requires certification that the family member is a member of the National Guard or Reserves who is on active duty or has been called to active duty in support of a contingency operation (i.e. active duty orders); and requires a written statement from the employee (including available support documentation) about the nature and details of the specific exigency, the amount of leave needed, and the employee's relationship to the military member.

Qualifying Exigency leave is taken under the same terms and conditions as Family and Medical Leave, set forth above.

### **PERSONAL LEAVE OF ABSENCE**

After a non-student employee has completed at least six months of employment, an unpaid personal leave of absence for a specified period of time that is no longer than 30 days may be granted, at the Associated Students' discretion. Requests for a personal leave of absence must be presented in writing to the Executive Director at least 30 days in advance, whenever possible. Your request will be considered on the basis of our staffing requirements, the reasons for the leave, as well as your performance and attendance record.

Employees on a personal leave of absence do not accrue seniority or benefits including holiday pay. Vacation and sick pay will begin accruing when the employee returns to work. An employee who takes a personal leave of absence will not lose any seniority earned prior to the commencement of the leave.

The Associated Students will not pay insurance premiums while an employee is on a personal leave of absence. Should you desire to maintain insurance coverage while on a personal leave of absence, you will have the option of continuing your insurance coverage by paying the monthly insurance premiums.

Before you return to work, you should notify the Executive Director when you are ready to return to work at least two weeks before the expiration of your leave. The Executive Director will notify you if an opening exists. The Associated Students cannot guarantee reemployment to employees returning from a personal leave of absence. The following will be deemed a voluntary resignation while you are on a personal leave of absence:

- 1) Failure to advise the Associated Students of your availability to work;
- 2) Application for unemployment benefits;
- 3) Obtaining another position;
- 4) Engaging in another business;
- 5) Your continued absence from work beyond the time approved by the Associated Students.

#### **ORGAN DONOR & BONE MARROW LEAVE**

The Associated Students provides employees with paid leave for the purpose of donating organs or bone marrow. When donating an organ to another person, an employee may take up to 30 business days in any one year period and may take an additional 30 days of unpaid leave to donate an organ to another person within the one year period. When donating bone marrow, an employee may take up to five business days in any one year period. The one year period for the leaves under this policy is measured from the date that the employee begins his or her leave.

Employees who wish to take leave to donate an organ or bone marrow are required to provide as much advance notice as possible and must provide Human Resources with verification from a physician that the donation will take place and that there is a medical necessity for the donation. While this leave is paid, employees must first use up to 10 days accrued sick or vacation time when donating an organ, or up to five days accrued sick or vacation time when donating bone marrow. Leave taken under this policy does not constitute a break in service for things like healthcare insurance coverage, accrual of vacation or sick pay, or seniority, but this leave shall not run concurrently with an eligible employee's CFRA leave.

Under most circumstances, an employee returning from leave under this policy will be reinstated to the same or equivalent position; however employees have no greater right to reinstatement than if they had been continuously employed during the leave. For example, if the employee would have been laid off had he/she not gone on leave, or if the position is eliminated during the leave, then he/she will not be entitled to reinstatement.

#### **TIME OFF FOR VICTIMS OF DOMESTIC VIOLENCE**

The Associated Students is concerned about those of its employees who may become victims of domestic violence. For that reason, the Associated Students permits employees who become victims of domestic violence to take time off to obtain a restraining order, medical treatment, psychological counseling, assistance from a shelter or similar organization, or to obtain relief to help ensure the health, safety or welfare of the employee or of the employee's child, including time off to participate in safety planning. Employees may use their unused vacation or sick pay when taking time off due to domestic violence; otherwise the time off will be unpaid.

Employees who take time off under this policy must provide the Associated Students with advance notice of the need to take time off, including the date and length of time off that is required. Advance notice may not be required but only if it is not feasible. Employees who are able to provide advance notice should consult their supervisor and schedule their time off to minimize the effect of their absence on the Associated Students' business. The Associated Students will maintain the confidentiality of any employee requesting time off under this policy. In addition to advance notice, the Associated Students also requires certification of time off due to domestic violence. Certification may be in the form of a police report, court order, or official documentation from a medical professional, counselor, or social services advocate. Failure to provide the required certification may result in a denial of the requested time off. The length of unpaid leave an employee may take under this policy is limited to 12 weeks.

Employees who are victims of domestic violence also should be concerned about how their domestic situation might impact employees of the Associated Students. That is why employees who obtain restraining orders as the result of domestic violence should provide a copy of the restraining order to the Executive Director, as well as a photograph and a description of the individual who is being restrained.

#### **TAX-SHELTERED ANNUITIES POLICY**

Full-time salaried Associated Students, Inc. employees are eligible to participate in tax-sheltered annuities plans.

#### **DISCIPLINE**

Associated Students, Inc. reserves the right to exercise disciplinary action on employees who violate the policies or standards of the employer. Typical offenses include but are not limited to:

- Inability to meet performance standards.
- Actual or threatened violence against another employee.
- Possessing or bringing firearms, weapons, alcohol, illegal drugs, or chemicals on or to Associated Students, Inc. premises.
- Falsification of records or other documents.
- Willfully or negligently damaging Associated Students, Inc. or University property.
- Abuse of drugs or other intoxicants.
- Unauthorized breach of confidentiality.
- Misappropriation of Associated Students, Inc./University funds or property.
- Harassment or other actions which result in an intimidating, hostile, or offensive work environment.
- Willful misconduct in work habits which adversely affect the Associated Students, Inc.'s/department's operation.
- Insubordination or refusal to complete assigned work as directed by a supervisor.
- Destroying or damaging Associated Students, Inc. or employee property.
- Reporting to work under the influence of drugs or alcohol.
- Using drugs or any other controlled substance.

- Excessive or unauthorized absences.
- Violation of any safety, health, security or policies, rules or procedures of Associated Students, Inc. or the University.
- Actions which, in the judgment of the director or supervisor, could result in adverse consequences to Associated Students, Inc., University, department, other employees or students.

Discipline may be initiated for various reasons. The severity of the action generally depends on the nature of the offense and the employee's past record, and may range from written warnings to immediate dismissal. The Associated Students reserves the absolute right to initiate the form of discipline it deems to be appropriate. Nothing in this policy alters the Associated Students' policy of at-will employment. Either you or the Associated Students remains free to terminate the employment relationship at any time, with or without cause or prior notice.

## **HOURS OF WORK**

All non-student employee classes of Associated Students, Inc. shall generally work forty (40) hours in a seven (7) day period. The work schedule usually provides for five (5) consecutive days' work during the work week. Part-time employees are generally assigned a similar schedule at a reduced time base.

Schedules: Work schedules, including hours of duty, shall be determined by the appropriate administrator or supervisor. Needs of the department normally govern assignment priorities. Managers should notify employees of schedule changes at least one (1) week prior to the effective date of such change.

Meal Periods: Non-student hourly employees shall be entitled to an uninterrupted duty-free meal period of thirty (30) minutes for every five-hour work period, unless six hours of works will complete the day's work and the employee voluntarily elects to forego the meal period. The time in which the meal period is taken shall be designated by the appropriate administrator or supervisor. Such time is not compensable unless the employee is required to remain at his/her workstation during the meal period.

Rest Periods: Employees shall be entitled to a rest period each work day of fifteen (15) minutes for each four (4) hours worked during the day or major fraction thereof. The time in which the rest periods are taken shall be determined by the appropriate administrator or supervisor. Such time is compensable as time worked. Rest periods are to be taken as scheduled and the time is not cumulative.

## **OVERTIME**

From time to time or as necessary, you may be required to work overtime. Non-exempt employees will be paid one and one-half times their regular straight time rate for all hours worked over 40 hours in a work week, over eight hours in a work day, or for the first eight hours on the seventh consecutive day of work in a work week. Non-exempt employees will be paid two times their regular rate for all hours worked in excess of 12 hours in a workday or in excess of eight hours on the seventh consecutive day of work in a workweek. For purposes of determining which hours constitute overtime, only actual hours worked in a given workday or workweek will be counted. Exempt employees are not entitled to overtime pay. You may not work overtime unless it has been authorized in advance by your supervisor. Employees working unauthorized overtime will be subject to disciplinary action.

## **CONFLICT OF INTEREST**

The Associated Students is concerned about conflicts of interest between the Associated Students and its clients and vendors, and between the Associated Students and its employees. While you are employed with us, the Associated Students is entitled to your undivided loyalty. That means that you have an obligation both to avoid actual and potential conflicts of interest with the Associated Students and its clients and vendors. An obvious conflict of interest would include engaging in, or preparing to engage in, a business that competes with the Associated Students' business. Another obvious conflict would occur if you accepted a gratuity, gift or premium from a vendor who is seeking to do business with the Associated Students. For these reasons, you should not engage in, directly or indirectly, either on or off the job, any conduct that is disloyal, disruptive, competitive, or damaging to the Associated Students. You also are expected to represent the Associated Students in a positive, ethical, and loyal manner. Any employee found to be in violation of the Associated Students' conflict of interest policy will be subject to discipline, up to and including immediate termination. If you have any questions in regard to whether any actions may constitute a conflict of interest or violation of this policy, you should speak to your supervisor or to the Executive Director immediately.

## **HIRING ASSOCIATED STUDENTS, INC. EMPLOYEES FROM STATE SERVICES POLICY**

When hiring Associated Students, Inc. employees from state services, employees will be granted the right to transfer their accumulated sick leave, up to a maximum of 160 hours. Employees will also be allowed to transfer the same type of sick leave, vacation and health insurance benefits they are receiving from the state at the time of transfer. The amount of vacation time transferred will be at the discretion of the appointing authority.

## **DRESS GUIDELINES**

Associated Students, Inc. of California State University, San Bernardino has adopted guidelines of appropriate dress for staff and managerial employees. Employees are expected to maintain a standard of dress that is appropriate for the work that is to be performed. Employees who work in settings where they may be called upon to meet the public must maintain a presentable image that is in keeping with good taste in a business operation. The manner of dress shall be in compliance with Health Department and safety code requirements, where applicable. Employees whose jobs require physical labor may wear suitable clothing which includes jeans, t-shirts and protective items such as hats or caps and, for those who work outside on a regular basis, shorts during the warmer months. It is the responsibility of the immediate supervisor to maintain the dress policy in the work area. Nothing in this policy is intended to discriminate against any employee based on hair texture or protective hairstyles that are historically associated with race – e.g., braids, twists, afros, dread locks, corn rows, etc.



## **USE OF EMPLOYEE IDENTIFICATION CARDS POLICY & PROCEDURE**

Identification cards are issued to all salaried non-student employees. Benefits of the identification card are as follows:

1. Cashing checks at the Coyote Bookstore.
2. Borrowing books from the University library.
3. Use of University recreational facilities.
4. Used as a ticket to attend certain University programs.

## **STAFF SERVICES AWARD POLICY**

In recognition of the dedicated service and commitment that long term employees have provided to Associated Students, Inc. and the campus, certificates of service are awarded.

### Eligibility:

Employees are eligible for a certificate upon completing 5, 10, 15, 20, and 25 and for each 5 years of service thereafter.

## **USE OF TECHNOLOGY AND THE INTERNET**

The Associated Students' computer systems, voice mail, electronic mail (e-mail), and its access to the Internet enable employees to access and exchange information quickly and efficiently. When used properly, we believe these resources greatly enhance employee productivity and knowledge.

Voice mail, e-mail and computer systems and files used by the Associated Students are provided *solely* to further the Associated Students' business operations. These systems and the information stored in them belong to the Associated Students. Although employee passwords may be used for Associated Students oriented security reasons, the use of such passwords is not intended to assure employees that messages or other communications generated by or stored on these systems will be kept confidential. The Associated Students maintains the right to access these systems and to retrieve information stored therein at any time, and all employee passwords must be made known to the Associated Students upon demand. Further, the Associated Students reserves the right to monitor, review or access, at any time, information revealing an employee's internet usage, including websites accessed or any information that may have been downloaded. consequently, the Associated Students' voice mail, e-mail, and computer systems, including the Internet, should not be used for personal communications or use. voice mail, e-mail, and computer systems, including the Internet, should not be used for personal communications or use.

Once again, employees should bear in mind that messages and all other data stored on the Associated Students' voice mail, e-mail and computer systems is subject to access by the Associated Students at any time. We therefore ask you to exercise good judgment in using these systems.

### ***Guidelines for Use***

This section sets forth guidelines concerning the appropriate use of the Associated Students' voice-mail, e-mail and computer systems.

- Since voice-mail and e-mail messages, as well as other computer-stored data, are considered business records and may be electronically retrieved, even after you "delete" them, nothing should be included in a voice mail or e-mail message that you would not consider putting in a memorandum.
- Employees should delete unwanted voice mail and e-mail messages as soon as practical and should log off when not using the computer system.
- Employees should exercise good judgment in the use of e-mail distribution lists; these lists are developed for the convenience of the addressees and unnecessary or frivolous messages should not be sent, thereby cluttering up user screens.
- Employees should not use a password, access a file, or retrieve or download any stored communication without express authorization. You also should not send e-mail or other communications that either mask your identity or indicate that someone else sent them, and you should never access another employee's voice mail, e-mail, or computer systems without express authorization.
- Employees may not install any software on Associated Students computer systems without the prior authorization of the Associated Students' information systems manager.

The Associated Students' voice mail, e-mail and computer systems, including the Internet, must not be used for the following purposes.

- Any illegal, discriminatory, threatening, harassing, abusive or offensive comments. For example, the display or transmission of sexually explicit images (including pornography), messages, and cartoons is not allowed. Other such misuse includes, but is not limited to, ethnic slurs, racial comments, off-color jokes or anything that may be construed as harassment or showing disrespect for others.
- Anything in conjunction with an employee's outside business endeavors or sales of any product or outside service (home products, cosmetics, etc.).
- Messages or other communications violating a Associated Students policy or contrary to supervisory instructions.
- For the illegal duplication of software and its related documentation. Employees also may not use any software on local area networks or on multiple machines that is not in accordance with the software license agreement.
- For personal reasons unrelated to the Associated Students' business.

Employees should notify their immediate supervisor, the network administration or any member of management upon learning of a violation of this policy. Any violations of these "Guidelines for Use" or other provisions of this policy may result in disciplinary action, including possible termination.

### ***External Access & Confidentiality***

Under certain conditions, now and even more so in the future, employees will need to communicate with clients and other external users via voice mail, e-mail and/or via the internet. Employees are cautioned to exercise an additional level of discretion, professionalism, and sound judgment when communicating with third parties via these systems. For example, all employees should safeguard the Associated Students' confidential information, as well as that of guests and others, from disclosure. Messages containing confidential information should not be left visible while you are away from your work area. Also, Internet sites maintain logs of visits from users. These logs identify the company and the individual who accessed the Internet website. If your work requires a high level of security, please ask your supervisor or the MIS Department for guidance on securely exchanging e-mail or gathering information from Internet sources.

### ***Privacy and Disclosure***

As previously noted, the Associated Students' voice mail, e-mail, and computer systems, including the use of the Internet, are provided to facilitate the conduct of its business. All messages and other communications generated through and/or stored on these systems are considered business records. Employees who use the voice mail, e-mail and/or computer systems should understand that information stored on these systems cannot be considered confidential or private. Indeed, the Associated Students reserves the right to access any voice mail, e-mail, Internet usage or other computer-stored information at any time.

## **TERMINATION**

While we hope that your employment with us will be lengthy and pleasant, it must be remembered that the employment policy of the Associated Students is that all employees are employed on an at-will basis, which is based on the mutual consent of you and the Associated Students. Thus, either you or the Associated Students may terminate the employment relationship at any time and for any reason, with or without cause.

If you decide to leave the Associated Students, we would appreciate at least two weeks written notice of your resignation. Should you fail to provide sufficient written notice of your resignation, you will be deemed ineligible for re-employment. If you resign, the Associated Students retains the right to accept your resignation and, at the Associated Students' discretion, to pay you the amount of regular compensation you would have earned during the remainder of your employment. You are required to return all property owned by the Associated Students (e.g., corporate credit cards, university parking pass, computers, keys, uniforms, identification badges) prior to your departure.

## SECTION 3 – STUDENT EMPLOYEE POLICY

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### STUDENT EMPLOYEE CATEGORIES

Regularly enrolled CSUSB students may be employed by Associated Students, Inc. as student assistants. Categories in this employee class include:

Student Employees: This classification includes all eligible CSUSB students working as clerical student assistants, student managers, and general support student assistants. Wages shall be paid on an hourly basis for reported time worked, with salary determined by the Associated Students, Inc. Board of Directors. All appointments to this class are temporary, part-time hourly positions. Benefits shall include:

1. Sick Pay
2. Workers' Compensation.
- ~~3. Unemployment Insurance-~~
- ~~3.4. Academic Benefits~~

#### Eligibility:

1. To maintain employment as a student assistant, applicants and incumbents must:
  - a. Be regularly enrolled and currently attending classes at CSUSB.
  - b. Maintain a minimum 2.0 grade point average in cumulative work as well as the last quarter attended at CSUSB.
2. In accordance with statutory requirements of the U.S. Immigration and Control Act of 1986, all applicants for positions in this classification shall establish identity and employment eligibility prior to appointment.

Hours of Work: All student assistants shall normally work a maximum of twenty (20) hours per week in accordance with CSUSB policy. In general, work weeks exceeding twenty (20) hours shall be limited to summer and periods when no classes or examinations are scheduled. A student employee cannot work in excess of 20 hours in a week without prior approval from their direct supervisor. Executive Officers cannot work in excess of 20 hours in a week without prior approval from the ASI Executive Director.

Schedules: Work schedules, including hours of duty, shall be determined by the appropriate administrator or supervisor. The student employee's class schedule will be considered when creating the work schedule. An attempt will be made to balance the needs of the department with the student's academic schedule. Managers should notify employees of schedule changes as soon as practical prior to the effective date of such change.

Performance Evaluations: It is in the best interest of both Associated Students, Inc. and the student employee to provide periodic feedback to the student employee regarding their job performance. Consequently, Associated Students, Inc. employs a student assistant performance review process coupled with a merit step increase system to document performance and justify pay increases. It is important to note that merit step increases are meant to reward demonstrated superior performance and are not automatic with time-in-service anniversaries.

Salary increases to the next step of the range are granted upon recommendation of the supervisor and documented by a performance review clearly indicating meritorious service.

This system of salary increase is called a merit increase salary system and is based on merit. Wage increases are granted for meritorious service on an annual basis until the employee reaches the maximum rate for the range. Salary increases will *not* be given based on time-in-service. The salary ranges will be approved by the Associated Students, Inc. Board of Directors and a copy will be maintained as an attachment to the Associated Students, Inc. Personnel Policy and Manual.

- a. Evaluation Schedules. Normally a student employee may be evaluated on the one-year anniversary of their employment; however, a supervisor may evaluate a student employee more frequently if the supervisor feels it is necessary to document a student employee's performance. Additional evaluations may be requested at the discretion of the appointing authority.
- b. Evaluation Forms: Evaluations will be documented on the evaluation form approved by the Associated Students, Incorporated Board of Directors.
- c. The appeals process. In the event that a student employee feels that the evaluation does not accurately reflect their performance or there were extenuating circumstances not recorded in the performance review, the student employee should provide the evaluator with any additional pertinent facts or material that the evaluator may not be aware of. This may include such things as a memo from the student employee relating factual and relevant information omitted from the evaluation as well as letters from other individuals in a position to know the student employee's performance containing pertinent and relevant information. At this point, the evaluator may revise the evaluation to more accurately reflect the employee's performance. If, however, the evaluator feels that the evaluation is accurate, the student employee may appeal to the next level in the following order:
  - 1.The Associated Students, Inc. Executive Director
  - 2.The Associated Students, Inc. Vice President
  - 3.The Associated Students, Inc. Board of Directors

Each level will review the facts and will confer with the evaluator. If the evaluator maintains his/her position, the student employee may proceed to the next level until they reach the Associated Students, Inc. Board of Directors. At this point, the student employee and evaluator will present their case before the Associated Students, Inc. Board of Directors. **The decision of the Associated Students, Inc. Board of Directors is final.** Each level will have ten (10) working days, excluding holidays and breaks in the academic schedule to convene and respond to the student employee.

Academic Benefits: ASI is committed to supporting the academic success of its student employees. The purpose of this benefit is to provide some assistance for our student employees in completing their studies. Nonetheless, this benefit is not guaranteed for each student employee. Any paid time off under this policy is subject to the discretion of ASI and must be approved by the student employee's supervisor with two weeks' notice to ensure the shift can be covered by another student employee if necessary. ASI reserves the right to modify or discontinue this policy at any time with or without notice and these benefits are offered contingent on budget availability, as determined by the Executive Director.

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a. Paid Time Off to Study: Student employees are eligible to request an additional four hours of paid time off to study each semester so long as they are employed by ASI. The paid time off to study program is offered only in the fall and spring semesters for a total of eight hours per fiscal year for the purpose of allowing the student employee to study or otherwise complete an academic commitment. The paid time off can be used in either two-hour increments or one four-hour increment. Unused hours under this policy do not carry over to the following semester.

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# Associated Students Incorporated

CALIFORNIA STATE UNIVERSITY, SAN BERNARDINO

## Employee Acknowledgment Form

This is to acknowledge that I have received a copy of the Associated Students (“Associated Students”) Personnel Policies Manual, and I understand that it describes important information about the Associated Students. I understand that it is my responsibility to read the Manual and to abide by the rules, policies and standards set forth in it. I understand that the contents of this Manual are presented solely as a matter of information and guidance, and that this Manual is not intended to be, nor should it be viewed as, either an express or implied contract between the Associated Students and me.

I further understand that the Associated Students maintains a policy of at-will employment with respect to both the duration and terms and conditions of the employment relationship. This means that the Associated Students reserves the right to change the terms and conditions of the employment relationship or to terminate that relationship at-will, with or without cause or prior notice. I also understand and agree that the Associated Students’ policy of at-will employment is not subject to change other than through an express written agreement signed by me and the Executive Director of the Associated Students.

I understand that the foregoing agreement concerning my employment at-will status and the Associated Students’ right to determine and modify the terms and conditions of employment is the sole and entire agreement between me and the Associated Students concerning the duration of my employment, the circumstances under which my employment may be terminated, and the circumstances under which the terms and conditions of my employment may change.

I further understand that this agreement supersedes all prior agreements, understandings, and representations concerning my employment with the Associated Students. Finally, I understand that, except for the Associated Students’ policy of employment at-will, the Associated Students reserves the right, in its sole and absolute discretion, to change, supplement or rescind all or any part of the practices, procedures or benefits described in the Manual as it deems necessary, with or without prior notice.

\_\_\_\_\_  
Employee Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee Signature

TO BE PLACED IN EMPLOYEE’S PERSONNEL FILE



# Associated Students Incorporated

CALIFORNIA STATE UNIVERSITY, SAN BERNARDINO

## Memorandum

Date:

From: \_\_\_\_\_, Executive Director

To:

Subject: Appointment/Reappointment to Associated Students, Inc. Student Assistant Position

Congratulations. You have been selected for appointment/reappointment for employment for the Fall/Winter/Spring academic quarter with Associated Students, Inc. Your appointment will be effective upon completion of your Payroll Designation Form (for new hires) and will terminate at the end of the quarter you are appointed/reappointed in.

It is important that you are aware that Associated Students, Inc. operates under an Employment At Will concept. This concept is defined as follows:

Associated Students, Inc. operates under the employment at will policy as stated in the third paragraph of this manual entitled "Employment At Will". This means that both the employee and Associated Students, Inc. have the right to terminate employment at any time, with or without advance notice, with or without cause.

As an Associated Students, Inc. student employee, you are entitled to receive a copy of the Associated Students, Inc. Personnel Policy Manual. If you have not yet received one, please see the Executive Secretary or the Associated Students, Inc. Executive Director for a copy.

Please sign in the designated place to confirm that you have read and understand the terms of this appointment and return this form to the Associated Students, Inc. Executive Secretary or the Associated Students, Inc. Executive Director.

Signature

Typed or Printed Name

Date



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BYLAWS FOR THE REGULATIONS, EXCEPT AS  
OTHERWISE PROVIDED BY STATUTE OF ITS  
ARTICLES OF INCORPORATION, OF  
  
ASSOCIATED STUDENTS, INCORPORATED (ASI)  
CALIFORNIA STATE UNIVERSITY,  
SAN BERNARDINO

Approved, Updated and Adopted by the ASI Board of Directors  
BD 99-21 | December 7, 2021

**ARTICLE I**  
**Membership**

**Section 1. Active Membership.** The Corporation shall have only one class of members within the meaning of Section 5056 (a) of the California Corporation Code.

- A. Such members are hereinafter referred to as Members, and shall be limited to students enrolled at California State University, San Bernardino (hereafter referred to as CSUSB), other than students registered solely in extension classes.
- B. All Members must pay the semester Associated Students, Incorporated (hereafter referred to as ASI) membership fee described in Article I, Section 5 of these Bylaws, except for those members defined by the CSU or CSUSB as eligible for fee waivers.
- C. Members are entitled to vote in any ASI election, receive notices of meetings be appointed or elected as directors or executive officers, inspect certain books and records, and otherwise exercise rights of a member as set forth in the provisions of the California Non-profit Corporation Law.

**Section 2. Honorary Membership.** Honorary Membership may be granted to people who have served the ASI in exceptional capacities.

- A. Pursuant to Section 5332 of the California Corporations Code, Honorary Membership may be granted to any individual by a resolution of the Board of Directors (hereafter referred to as the BoD) passed by a majority vote of the filled voting positions present at the BoD meeting.
- B. Honorary Members are entitled to all ASI privileges exclusive of making motions, voting, and holding office, and will not be required to pay a membership fee.

**Section 3. Term of Membership.**

- A. Members. Membership shall be determined on a semester basis, with membership commencing on the first day of the semester for which membership fees were paid and terminating immediately prior to the first day of the subsequent semester. If a Member is terminated from enrollment either voluntarily or by the University their membership is expired.
- B. Honorary Members. A lifetime membership shall be granted to all Honorary Members unless otherwise specified by the ASI BoD.

**Section 4. Membership Not Transferable.** Membership in the Corporation is not transferable.

**Section 5. Membership Fees.**

- A. The membership fee is fixed pursuant to California Education Code Section 89300, and is subject to increase only upon approval by majority vote of the Members.
- B. The membership fee shall be collected at the time of registration with CSUSB, except as otherwise provided in the California Education Code Section 89301.
- C. In the case that membership terminates or is terminated mid semester, the membership fee is non-refundable, pursuant to University policy.

**Section 6. Special Advisors.**

- A. Special Advisor as designated by the ASI BoD. A Special Advisor shall function under the following criteria. Special Advisors:
  - 1. Are not voting members of the BoD.
  - 2. May not be counted for quorum.
  - 3. Cannot motion or second.
  - 4. Cannot vote.
  - 5. May participate in BoD discussions.
  - 6. May participate as members on committees.
  - ~~5-7. Are exempt from BoD meeting attendance requirements.~~
- B. Term. The term for Special Advisors will be one fiscal year or the balance of the fiscal year in which they are appointed if the appointment was made after July 1st.

**Section 7. Administrative Appointees.**

- A. Administrative Appointees are regular full-time employees of California State University, San Bernardino, California (CSUSB) or Associated Students, Incorporated and are voting members of the BoD by virtue of their employment position or appointment by the President of CSUSB. The following positions are named as Administrative Appointees:
  - 1. ASI Executive Director
  - 2. ASI Advisor (Dean of Students)
- B. Term. The positions designated above shall have an indefinite appointment to the BoD unless amended by law.

## **Article II**

### **Membership Voting**

**Section 1. Single Class of Membership.** The Corporation shall have one class of voting membership consisting of those persons identified in Article I, Section 1 of these Bylaws.

**Section 2. Member Voting Rights.** On each matter submitted to a vote of the Members, each Member shall be entitled to cast one vote. Proxy voting is prohibited.

**Section 3. Manner of Casting Votes.** Cumulative voting is prohibited.

#### **Section 4. Action By Written/Electronic Ballot Without a Meeting.**

- A. Notwithstanding any provision herein to the contrary, any matter or issue requiring the vote of the Members, including the election of directors, may be submitted for vote by ballot without the necessity of calling a meeting of the Members, so long as the requirements for action by ballot set forth in this Section 4 are met. Except as otherwise determined by the ASI BoD in a specific instance, and except for a request pursuant to Article IX, Section 2 of these Bylaws, for a special meeting, all matters to be put to a vote of the Members shall be conducted pursuant to a ballot as set forth in this Section 4.
- B. Content of Ballots. Any ballot distributed to the Members to vote on an issue shall set forth the proposed action and provide an opportunity to specify approval or disapproval of the proposal.

#### **Section 5. General Election.**

- A. A General Election shall be conducted annually in accordance with current ASI Elections policy.
- B. Elections may only be conducted during the fall and spring semesters excluding the fall, spring, and summer breaks. No elections, or election activities, will be conducted during final exam week.
- C. In any election, no endorsement by ASI or its executive officers, directors, chairs or employees of the corporation in their position may be stated or implied. The current and past ASI logo cannot be used on any campaigning materials unless otherwise approved by the Elections Coordinator. Specifics of this provision will be stated in the ASI Election Policy.
- D. The grade point average (GPA) to run for any major student government office will be defined in the ASI GPA Policy in accordance with the CSU Chancellor's Office Policy for Minimum Academic Qualifications. The rules governing the specifics of the minimum to maintain office will be specified in the ASI GPA Policy.
- E. Students may not hold an individual executive office as defined in Article IV for more than two (2) terms whether or not those two terms are consecutive or non-consecutive terms, within a six-year period after the initial point of matriculation.
- F. The specific regulations governing all elections shall be stated in the Elections Policy. All amendments to the Elections Policy shall be made sixty (60) days prior to an election and approved by a simple majority of the ASI BoD.
- G. In the event of a conflict between the ASI Bylaws and the ASI Elections Policy, the ASI Bylaws will prevail.

**Article III**  
**Board of Directors**

**Section 1. General Corporation Procedures.**

- A. The ASI BoD shall be the primary policy making body of ASI and shall be the final authority for all the corporate matters of ASI.
- B. The ASI BoD shall interpret student issues and perspectives which shall then be carried out by the ASI executives, directors, chairs, committees (Standing, Regular or Ad Hoc), and employees.
- C. The ASI BoD may express its representative position by praise, censure, sanction, or suggestion to the administration, faculty, student body, or other groups. Censure or sanction may take whatever form the ASI BoD sees fit to impose on a case-by-case basis within the framework of its fiscal and corporate responsibilities. This includes, but is not limited to, such penalties as withholding funds, stipends/wages or funds granted through any other ASI committee, sub-committee or entity to whatever individual or organization. Once an item of potential sanction or censure is brought to the attention of the BoD, the BoD may appoint an ad-hoc committee to investigate the situation or the BoD may pursue other courses of action at their discretion. The decision of the BoD in resolving the issue(s) is final.
- D. The ASI BoD may delegate the management of the activities of the Corporation to any person/persons or committee (Standing, Regular, or Ad Hoc) composed of a minimum of two (2) or more voting Directors provided that:
  1. The activities and affairs shall be managed and all corporate powers shall be exercised under the ultimate direction of the ASI BoD.
  2. There are six types of actions which, regardless of ASI BoD resolution, cannot be delegated to any committee. They are:
    - a. the filling of vacancies on the BoD or in any committee.
    - b. the amendment or repeal of Bylaws or the adoption of any new Bylaws.
    - c. the amendment or repeal of any resolution of the BoD which by its express terms is not so amendable or repealable.
    - d. the appointment of other committees of the BoD or the members thereof.
    - e. the approval of any self-dealing transaction, as such transactions are defined in Sections 89906 - 89909 of the Education Code

**Section 2. Composition.** The ASI BoD shall be comprised of the following:

A. Voting student directors of the ASI BoD shall consist of:

1. President (Chair)

~~2. One (1) Director from the Palm Desert Campus.~~

~~3.2.~~One (1) Director from the College of Education (or Liberal Studies).

~~4.3.~~One (1) Director from the College of Arts and Letters.

~~5.4.~~One (1) Director from the College of Natural Sciences.

~~6.5.~~One (1) Director from the College of Social and Behavioral Sciences.

~~7.6.~~One (1) Director from Graduate Studies program.

~~8.7.~~One (1) Director from the College of Business and Public Administration.

~~9.8.~~Two (2) Directors At Large.

~~10. One (1) Director representing sustainability.~~

~~11.9.~~ One (1) Director representing athletics (current or former CSUSB student athlete).

~~12.10.~~ One (1) Director from the student resident housing complex.

~~13.11.~~ One (1) Director representing international students.

~~14.12.~~ Vice President of Palm Desert Campus

**Non-Student Voting Members**

1. One (1) Director (administration member) appointed by the University President.
2. The ASI Executive Director in their capacity as the Chief Financial Officer (CFO).
3. The ASI Advisor appointed by the University Vice President of Student Affairs.
4. One (1) Director (faculty member) appointed by the Faculty Senate.
5. One (1) Director (staff member) appointed by Staff Council.

B. Special Advisors to the ASI BoD

1. The following positions are designated as Special Advisors to the ASI Board of Directors:
    - a. ASI Executive Vice President (Chair Pro Tem – Article IV, Section 3)
    - b. ASI Vice President, Finance
    - c. ASI Director of External Affairs
    - d. ASI Director of Internal Affairs
    - e. Special Representatives as appointed by the BoD
  2. A non-student Special Representative's appointment is for one year, or until June 30th of the academic year of the appointment.
- C. From time-to-time, there will be vacant positions on the BoD owing to the nature of student/faculty/staff schedules and other demands on BoD members' time which may compel a BoD member to resign from the Board of Directors. When vacancies on the BoD occur, members of the ASI leadership will conduct a recruiting effort to attract interested and qualified candidates to fill these positions. During these periods of vacant BoD positions, the BoD will continue to conduct business with the available members and will count quorum as specified in Article IX, Section 6A.

**Section 3. Qualifications & Eligibility.** The ASI Executive Director shall request the ASI Advisor to verify the qualifications of ASI BoD members.

- A. Undergraduate students, as defined by University policy, must meet the minimum academic eligibility requirements established for the California State University and ASI Policies and Procedures. Failure to meet the minimum academic eligibility requirements will require the student's resignation from office.
- B. Graduate students, as defined by University policy, are allowed to hold any ASI BoD position, providing that they are certified by the Dean of Graduate Studies in good standing and are regularly enrolled. Graduate students must meet the minimum academic eligibility requirements established for the California State University. Failure to meet the minimum academic eligibility requirements will require the student's resignation from office.
- C. Individuals that were previously elected or appointed to office and were unable to fulfill their duties as stated in these Bylaws, are ineligible to assume office.

**Section 4. Term of Office.** The ASI BoD student members shall serve terms of one (1) fiscal year in length.

**Section 5. Vacancies.** Student vacancies on the ASI BoD shall be filled by recommendation of majority vote of the ASI Vacancy Committee in accordance with article VI Section 2.

- A. If at the beginning of an academic semester there are insufficient students to compose a majority of the membership of the Board of Directors, the ASI President will nominate students to be appointed to the Board of Directors and the Administrative Appointees as designated in Article I, section 7 will vote to confirm those appointees until the BoD is composed of a majority of students and the vacant positions are filled.

**Section 6 Resignation.** In the event a Director should resign, a written notice of their resignation shall be submitted to the Chair. In the event of an involuntary resignation (as defined by Article IX, Section 11 of these Bylaws) no such written notice is required.



**Section 7. Powers.** The activities and affairs of the Corporation shall be conducted and all corporate powers shall be exercised by or under the direction of the ASI BoD. The ASI BoD shall have the power and duty to:

- A. Delegate the management of the activities of the Corporation to any person(s) or committee(s), provided that the activities and affairs of the Corporation shall continue to be under the ultimate direction of the ASI BoD.
- B. Oversee and provide for the general direction of all executives, agents and employees of the Corporation, and ensure that their duties are properly performed.
  - 1. In the event that an elected or appointed agent of the Corporation fails to properly perform their duties as stipulated in the Articles of Incorporation, these Bylaws, ASI Corporate Policies and Procedures, or official acts of the ASI BoD, the ASI BoD may delegate such a duty to another executive, agent, or employee of the Corporation ensuring that it does not breach any contracts of employment.
  - 2. Such a delegation of power requires at least majority vote of the filled voting positions present at the BoD meeting and is not subject to veto (unless it is a breach of an employment contract).
- C. Approve new Bylaws or change existing Bylaws in accordance with Article XI, Section 3 of these Bylaws.
- D. Review, amend, approve and present the annual budget of the Corporation to the President of the University.
  - 1. Once the budget is approved, any changes contrary to the original amount allocated to any line item will not be increased more than five hundred dollars (\$500.00) without approval of the ASI BoD.
  - 2. The ASI BoD may transfer funds between any line item account in the ASI budget.
- E. Create such Policies and Procedures as it deems necessary for procedural and administrative purposes, subject to approval by a majority vote of the filled voting positions present at the BoD meeting.
- F. Shall resolve an election dispute in which the election was invalidated or the candidate was disqualified from running for office by the Election's Committee (See Article VI, Section 2, B1, 6) of these bylaws.

**Section 8. General Responsibilities.**

- A. Committees. All student ASI BoD members shall participate and serve on a minimum of two (2) campus wide committees. Committee responsibility includes attendance at each meeting, active participation and reporting back to the BoD after each meeting.
- B. Office Hours. All ASI student BoD members shall establish and maintain a series of office hours to be no less than three (3) hours per week when non summer classes are in session. Office hours are to be interpreted as time spent, or attending meetings with deans/university officials, volunteering at ASI events, serving on campus-wide committees, working on reports, and developing engagement opportunities. The date and time of these office hours shall be displayed in a public location.

- C. Meeting Attendance. All student representatives to the ASI BoD are required to attend all ASI BoD meetings and not miss more than 4 meetings in an academic year.

## **Section 9. Removal of Board Members**

Board Members of the corporation are subject from removal for breach of duties and responsibilities provided for in these Bylaws, the breach of any fiduciary duty, eligibility requirement or failure to comply with ASI Policy and Procedures. Any Board member who fails or ceases to meet any requirements as set forth in these bylaws will be removed from office, but may have an opportunity to appeal for reinstatement. ~~required qualification in effect at the beginning of the Board Members current term of office may be placed on the BoD agenda for removal; an action that any director can bring to the attention of the board.~~

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### A. Breach of Duties and Responsibilities:

1. Reports. Board Members are required to submit written reports on behalf of their constituency on the last Wednesday of every month to the ASI BoD Chair (not including summer), these reports must be placed on the ASI website.
2. Meeting Attendance. Board members who fail to attend four (4) regularly scheduled meetings in an academic year will be removed from office. An attendance report shall be kept by the Executive Vice President.
3. Committee Assignments. As stated in Article III section 8, Board Members who fail to meet their committee requirements throughout the academic year may be removed from office.
4. Office Hours. As stated in Article III section 8, Board members who fail to establish and attend office hours during the academic year may be removed from office.
5. Training & Orientations. Board Members will be found in breach of their responsibilities if they fail to attend trainings or orientations. Excusal from these responsibilities will require written communication submitted to the ASI President ahead of time. A training or orientation may only be considered mandatory after a majority of the BoD has voted in favor of having one at a regularly scheduled meeting. Board members may only be excused for valid medical emergencies or illnesses.
6. Eligibility. Board members who fail to maintain any academic requirements as stated in the ASI GPA policy, will be removed from office.

### B. Appeal Process

1. Officers or Board Members that have been deemed of breach as stated in this section will have an opportunity to appeal to the BoD to remain in office ~~should they be up for removal.~~
2. The ASI BoD can ~~only remove or~~ reinststate a board member by a 2/3 vote of the voting filled ASI BoD during a regularly scheduled meeting.
3. No appeals can be made for ~~academic attendance~~ or conduct removals. Academic appeals are covered in the ASI GPA policy.

**ARTICLE IV**  
**Executive Officers**

**Section 1. Officers.** The executive officers of the Corporation shall be the President; the Executive Vice President (Corporate Secretary); the Vice President, Finance; the Vice President, Palm Desert Campus; the Executive Director; and the ASI Assistant Director.

- A. The terms of the executive officer positions shall coincide with the fiscal year. Each Officer shall hold office for a term of one fiscal (1) year and until their resignation, removal, or other disqualification from service. (Nonprofit Corporation Law, paragraph 5213c).
- B. All executive officers must meet the minimum academic eligibility requirements established for the California State University. Failure to meet the minimum academic eligibility requirements will require the executive officer's resignation from office.
  - 1. All executive officers are required to attend all ASI BoD meetings, and are subject to the provisions of Article IX, Section 11 of these bylaws regarding involuntary resignation.
  - 2. The ASI Executive Director and the ASI Assistant Director shall be designated executives of the corporation and will comply with their position descriptions, the ASI Personnel Policy, the ASI Bylaws, and ASI policy and procedures as applicable in executing the duties of their positions.
  - 3. The ASI Executive Director is designated as the Chief Financial Officer of the Corporation and will execute the duties of that position as enumerated in their position description, the ASI Bylaws, and ASI policies and procedures as applicable.
- C. Individuals that were previously elected or appointed to office and were unable to fulfill their duties as stated in these Bylaws, are ineligible to assume office.
- D. Wages.
  - 1. The elected student executive officers (President; Executive Vice President; and Vice President, Finance, Vice President, Palm Desert Campus) shall be:
    - a. paid an hourly rate to be determined by the ASI BoD.
    - b. entitled to a supplemental scholarship to be indexed against the in-state fees designated and/or revised by the California State University Chancellor's Office. The supplemental scholarship only applies to the Fall and Spring semesters of the elected executive officer's term of office. This scholarship may not be applied to past or future fees.
  - 2. Should a vacancy occur in any of the student executive positions prior to the expiration of their terms, then the individual who succeeds the incumbent will be awarded the basic wage and the supplemental scholarship coinciding with their term of office. Neither the basic wage nor the supplemental scholarship will be awarded retroactively.
- E. Vacancy & Succession.

The following will serve as the succession plan for the corporation should a vacancy occur in any of the student executive officer positions prior the expiration of their terms:

1. If there is a vacancy for President, the Executive Vice President shall assume office.
2. If there is a vacancy for Executive Vice President, the Executive Vice President Pro Tem shall assume office (Article IV, Section 5), If no Executive Vice President Pro Tem has been elected, then the Vice President of Finance shall assume the duties of office until an Executive Vice President is appointed by the Board of Directors.
3. If there is a vacancy for Vice President of Finance, the Vice President of Finance Pro Tem shall assume office (Article IV, Section 6). If no Vice President of Finance Pro Tem has been elected, then the President shall appoint a Vice President of Finance from the BoD and be confirmed by a 2/3 majority of the voting BoD membership.

## **Section 2. President.**

A. Responsibilities and Duties. The ASI President shall:

1. Be the chief executive officer and official spokesperson for ASI.
2. Ensure that the ASI Articles of Incorporation, Bylaws, and Policies and Procedures, Initiatives and Endorsements approved by the ASI BoD are adhered to and enforced.
3. Serve as a member of the ASI BoD and shall Chair the ASI BoD meetings in accordance with the provisions in Article III, Section 2 of these Bylaws.
4. Within the first three (3) weeks of each semester (except summer), the ASI President shall inform the ASI general membership of the activities undertaken on behalf of ASI.
5. Serve as the voting representative to the California State Student Association or designate in writing a designee.
6. Attend campus-wide boards and committees that are assigned specifically for the ASI President and report back to the Board of Directors on the matters discussed. The ASI President may choose to delegate these commitments to a designee so long as this change is reported to the Board of Directors in advance.
7. Submit and present written reports to the ASI BoD at each regularly scheduled meeting outlining corporate work.

B. Subject to the following stipulations regarding student appointments, the ASI President shall:

1. Appoint the ASI committee chairs (Standing and Regular unless otherwise stipulated in these Bylaws), subject to simple majority confirmation vote of the filled voting positions of the ASI BoD or remove committee chairs from office
2. Appoint and oversee all student representatives to the Faculty Senate committees.
3. Appoint Corporate Liaisons as they deem necessary.
4. Serve on or designate a representative to the Santos Manuel Student Union Board of Directors.

C. The ASI President may issue Executive Orders, subject to the following stipulations:

1. The President may issue Executive Orders on matters which are under the powers granted to the President, to be in effect until the President rescinds the order or leaves office.
2. If the ASI BoD is unable to meet, the President may issue an Executive Order on a matter that would be under the powers of the ASI BoD. This type of Executive Order shall only be in effect until such time that the ASI BoD can meet on the issue (i.e. a committee chair may be appointed and serve by an Executive Order until the ASI BoD can meet to approve or disapprove the appointment).
3. Executive Orders may not be issued to allocate funds or to express the opinion of the ASI. No Executive Order shall be issued to circumvent any Bylaw or Policy.

### **Section 3. Executive Vice President.**

A. Responsibilities and Duties. The ASI Executive Vice President shall:

1. Serve as a student representative to the Student Union Board of Directors or appoint a designee.
2. Serve as the Secretary of the Corporation as defined by the Articles of Incorporation and be responsible for:
  - a. ensuring Board of Directors' minutes are accurate and sign the completed minutes.
  - b. recording vacancies, absences, committee assignments, and changes in elected or appointed positions. This responsibility shall be completed in a report to the ASI BoD on a monthly basis.
3. Serve as a voting member and secretary of the ASI Finance Committee.
4. Serve as a Special Advisor to the ASI BoD.
5. Work with the Director of Internal Affairs to appoint all student representatives to university campus wide committees.
6. Appoint the three (3) ASI BoD voting student representatives to the ASI Executive Committee, as needed (Article VI Section 3).
7. Chair the ASI Personnel Committee and appoint, with a majority approval vote of the filled voting positions of the ASI BoD, all student representatives to the ASI Personnel Committee.
8. Assume the office of President in the event of vacancy and shall serve as the Chair Pro Tem of the ASI BoD. In the absence of the President, the Executive Vice President will assume all powers of the Chair and responsibilities within the ASI BoD.
9. Submit and present written reports to the ASI BoD on the activities of campus-wide, and other university committees to the ASI BoD, as well as notify the ASI BoD in the event of any vacancies as they occur at each regularly scheduled meeting.

10. Serve as a delegate on behalf of the ASI President on campus-wide boards or committees when needed.

#### **Section 4. Vice President, Finance.**

A. Responsibilities and Duties. The ASI Vice President, Finance shall:

1. Chair the ASI Finance Committee and appoint seven (7) students who are not currently sitting on the ASI BoD to serve as the at-large members upon majority approval of the ASI BoD. The ASI Finance Committee Chair shall have the authority to remove any student, in consultation with the Executive Director or the Assistant Director, who is not, or cannot, perform their duties as a member of the ASI Finance/Club Allocation Budget (CAB) Committee.
2. Chair the CAB committee. The membership comprising of the Finance Committee will also serve as the membership of the CAB committee.
3. Serve as a Special Advisor to the ASI BoD.
4. Conduct Club Allocation Budget (CAB) workshops. Oversee and maintain records of CAB awards, expenditures, and reimbursements for clubs.
5. The VP, Finance, in collaboration with the campus controller or their designee, will provide monthly reports to the BoD regarding Finance and CAB committee budget expenditures.
6. Serve as delegate and assume responsibility on behalf of the ASI President on campus-wide boards or committees as needed.
7. Submit and present written reports to the ASI BoD at each regularly scheduled meeting outlining corporate financial matters.

- B. The ASI Vice President of Finance may increase line item amounts within the function of an operating expense by transfer from another line item in the same function. The aggregate increase for the fiscal period shall be determined by majority approval of the ASI BoD, but shall not be more than five hundred dollars (\$500.00).

#### **Section 5. Vice President, Palm Desert Campus**

- A. Eligibility. The office of ASI Vice President of Palm Desert Campus may only be held by a student who is enrolled at all times at the Palm Desert Campus and in accordance with the academic policies of the corporation.

B. Responsibilities and Duties. The ASI Vice President of Palm Desert Campus shall:

1. Serve as the student representative on behalf of the Palm Desert Campus to the ASI BoD.
2. Chair the Palm Desert Advisory Committee (PDAC).
3. Have the authority to remove members from the PDAC subject to majority vote of the filled voting positions present at the BoD meeting.
4. Ensure that the PDAC will establish a meeting schedule at the beginning of each semester.
5. Present a report of the actions and activities undertaken by the PDAC to the ASI BoD.

6. Serve as the main designee for all shared governance appointments at the Palm Desert Campus as a representative for PDC affairs.

#### **Section 6. Executive Vice President Pro Tem.**

- A. An Executive Vice President Pro Tem shall be elected by the ASI BoD within the first three (3) regular meetings of the ASI BoD or the first three (3) regular meetings after a vacancy occurs.
- B. The Executive Vice President Pro Tem shall be a voting student member of the ASI BoD.
- C. In the event of a vacancy of the Executive Vice President, they shall assume the Executive Vice President's powers and responsibilities within the ASI BoD and shall retain all voting privileges of an ASI BoD member until a replacement candidate for their ASI BoD position can be appointed and confirmed.

#### **Section 7. Vice President, Finance Pro Tem.**

- A. A Vice President, Finance Pro Tem shall be elected by the ASI BoD from the three (3) ASI BoD representatives to the Finance Committee within the first three (3) regular meetings of the ASI BoD or the first three (3) regular meetings after a vacancy occurs. If none of the three (3) BoD representatives wish to take office then another qualified member of the Finance Committee may be elected.
- B. The Vice President, Finance Pro Tem shall be a voting student member on the Finance Committee. Should the student voting member resign from the Finance Committee, then another shall be elected as stated in section 6, subsection A.
- C. In the event of a vacancy of the Vice President, Finance, they shall assume the Vice President, Finance's powers and responsibilities within the Corporation and shall retain all voting privileges of an ASI BoD member until a replacement candidate for their ASI BoD position can be appointed and confirmed.

#### **Section 8. Vice President, Palm Desert Campus Pro Tem**

- A. Within the first three weeks of the academic year, one student will be elected from the PDAC membership to be the Vice President of PDC pro-tem.
- B. In the event of a vacancy of the Vice President of Palm Desert Campus, the Vice President of Palm Desert Campus Pro Tem shall assume the Vice President's powers and responsibilities within the PDAC and shall retain all voting privileges of the PDAC member until a replacement candidate for their PDAC position can be appointed by the ASI President and confirmed by the BoD.

#### **Section 9. Removal of Executive Officers**

Executive Officers of the corporation are subject from removal for breach of duties and responsibilities provided for in these Bylaws, the breach of any fiduciary duty, eligibility requirement or failure to comply with ASI Policy and Procedures. Any Executive Officer who fails or ceases to meet any required qualification that were in effect at the beginning of the Officers current term of office may be placed on the BoD agenda for removal. Removal of an ASI Executive Officer will require a majority vote by the ASI Board of Directors.

A. Breach of Duties and Responsibilities (Executive Officers)

1. Reports. Executive Officers are required to submit reports on behalf of their constituency to the ASI Corporate Office 72 hours in advance of each regularly scheduled meeting. Officers will have breached this responsibility after failing to submit a report 2 times in an academic semester (not including summer).
2. Meeting Attendance. Executive Officers of the ASI BoD who fail to attend (4) regularly scheduled meetings in an academic year may be removed from office.
3. Committee Assignments. Officers who fail to meet their board or committee requirements as specified in Article IV throughout the academic year may be removed from office. Officers will be found in breach if they fail to meet this requirement 5 times.
4. Training & Orientations. Officers may have been found in breach of their responsibilities if they fail to attend mandatory trainings or orientations. A training or orientation may only be considered mandatory after a majority of the BoD has voted in favor of having one at a regularly scheduled meeting. Board members may only be excused for valid medical emergencies or illnesses.
5. Eligibility. Officers who fail to maintain any academic requirements as stated in the ASI GPA policy, will be removed from office.

B. Appeal Process

1. Officers that have been deemed in breach as stated in this section will have an opportunity to appeal to the BoD to remain in office should they be up for removal.
2. The ASI BoD can only remove an officer in response to the breach in their responsibilities by a 2/3 vote of the voting filled ASI BoD during a regularly scheduled meeting.
3. No appeals can be made for academic or conduct removals.

C. Removal without cause.

1. Shall apply when the Officer (i) has been declared of unsound mind by a final order of court, (ii) has been convicted of a felony, (iii) if the Officer misses a specified number of meetings or fails to attend the specified number of meetings, as described in Article IV or (iv) as prescribed by the California Corporations Code.



**ARTICLE V**  
**Indemnification of Directors, Executive Officers and other Agents**

**Section 1. Right of Indemnity.**

- A. To the fullest extent permitted by law, the corporation shall indemnify its directors, executive officers, employees and other persons described in Section 5238 (a) of the California Corporations Code, including persons formerly occupying any such position, against all expenses, judgments, fines, settlements and other amounts actually and reasonably incurred by them in connection with and A preceding as that term is used in that Section, and including an action by or in the right of the corporation by reason of the fact that the person is or was a person described in that Section.
- B. “Expenses”, as used in the bylaw, shall have the same meaning as in Section 5238(a) of the California Corporations Code.

**Section 2. Approval of Indemnity.** Any incident in which indemnification may be required will be reported immediately to ASI’s insurance company and Executive Director. Indemnification decisions will be made based on the recommendations from ASI’s insurance company and Executive Director.

**Section 3. Insurance.** The corporation shall have the right to purchase and maintain insurance to the fullest extent permitted by law on behalf of its directors, executive officers, employees and other agents, against any liability asserted against or incurred by any director, executive officer, employee or agent in such capacity or arising out of the director’s, executive officers, employees or agent’s status as such.

## **Article VI** **Committees**

### **Section 1. Meetings and Actions of Committees.**

- A. Meetings and actions of committees shall be governed by, held and taken in accordance with, the provisions of Article IX of these Bylaws, concerning meetings and procedures (including requirements of notice, posting and open meetings).
- B. Special meetings of committees may also be called by resolution of the ASI BoD. Notice of special meetings of committees shall also be given to any and all alternate members, who shall have the right to attend all meetings of the committee.
- C. Minutes shall be kept of each meeting of any committee and shall be filed with the corporate records (with the exception of the Personnel Committee).
- D. The ASI BoD may adopt rules consistent with the provisions of these Bylaws for the operation of any committee.
- E. Notwithstanding any sections of these Bylaws, members of any committee must meet the minimum academic eligibility requirements established for the California State University and ASI Policies and Procedures. Failure to meet the minimum academic eligibility requirements will require the student's resignation from any committee.
- F. The membership of all ASI committees, working groups or task forces may not have more than two members of the same chartered or recognized student organization, club, etc. appointed to that committee. The purpose of this restriction is to prevent conflict of interest issues and ensure the smooth operation of the committee.
- G. In the event that a member should resign, a written notice of their resignation shall be submitted to the Chair. In the event of an involuntary resignation (as defined in Article IX, Section 11 of these Bylaws), no such written notice is required.
- H. In respect to ASI policies and procedures, any Standing or Ad-hoc committee, except the Executive Committee (as provided for in Article VI, Section 2, Subsection 2) may only make recommendations to the ASI BoD.

### **Section 2. Standing Committees.**

- A. ASI Standing Committees shall operate in accordance with approved ASI BoD Policies and Procedures. Such Policies and Procedures may define or specify the membership of such committees, subject to this Section. The term of appointment for all standing committees will be for one fiscal year.
- B. Standing Committees will be responsible for developing agenda materials that are posted 72 hours in advance of a scheduled meeting.

- C. Quorum shall be present at a meeting of one half (1/2) of the voting membership of the committee.
- D. If not already designated below, standing committees will delegate the responsibility of collecting minutes for each scheduled meeting to a voting member.
- E. Chairs of each standing committee will be responsible for reporting back to the ASI BoD following their scheduled meeting.
- F. The Standing Committees of the ASI BoD are as follows:

**1. Elections Committee.**

a. Purpose. The Elections Committee shall be responsible for:

- 1. Conducting all ASI elections in conformance with these bylaws, the corporation's Election Policy, University policies, and the California Non-profit Public Benefit Corporation Law.
- 2. Ensuring that only current ASI members vote.
- 3. Resolving disputes and charges of Election Policy violations.
  - a) In accordance with the ASI Elections Policy and Procedures the Elections Committee will be responsible for announcing their decision on all violations in a timely manner to all parties involved. A reason for their decision must also be provided.
  - b) The decision of the Elections Committee is final for all those violations that do not involve the disqualification of a candidate or the invalidation of an election. Should the Elections Committee determine that a violation is serious enough to warrant the invalidation of an election and/or the disqualification of a candidate, the decision to invalidate the election and/or disqualify a candidate must be presented to the Board of Directors (BoD) for review and final approval unless, in the case of the disqualification of a candidate, the disqualified candidate waives, in writing, their right to a BoD review. The decision of the Board of Directors is final.
  - c) Before the BoD can rule on a decision made by the Elections Committee regarding the invalidation of an election or the disqualification of a candidate, the BoD will conduct a hearing in the following manner:
    - i. The hearing must be placed as an item on the BoD agenda for consideration.
    - ii. The Elections Committee, as well as the party to the invalidation of the election or the disqualification of a candidate will state their side of the issue before the BoD.
    - iii. The BoD will hear and carefully consider the facts surrounding the issues.
    - iv. The BoD will render a decision and close the item of business.

- v. Any decision, whether the BoD upholds the Elections Committee decision or not, will be posted within 24 hours or as soon thereafter as possible in the event of a weekend or holiday.

b. Membership.

1. The Elections Committee Chair appointed by the ASI President (voting only to break a tie)
2. Three (3) members of the ASI BoD who are not running in the election (including re-election) confirmed by a majority vote of the filled voting positions present at the BoD meeting.
3. A minimum of three (3) students at large who are not employed or currently holding a position in ASI in any capacity and not running for election, appointed by the ASI President and subject to a majority vote of approval of the filled voting positions present at the BoD meeting. (voting)
4. Director, Office of Student Engagement (non-voting)
5. Associate Dean of Students and Director of Student Conduct and Ethical Development or their designee (non-voting)
6. Responsibilities, terms of office, committee quorum, and removal of Elections Committee members shall be in accordance with the ASI Elections Policy and Procedures.

## 2. Vacancy Committee

a. Purpose

1. Student vacancies on the ASI BoD shall be filled by the recommendation of majority vote of this committee and appointed by the ASI BoD. This committee will also be responsible for the onboarding and mentorship of newly appointed BoD positions.
  - a) Directors appointed to fill a vacancy shall serve the remainder of the term.

b. Membership

1. Voting members of the ASI Vacancy Committee shall consist of:
  - a) One (1) student voting member of the BoD subject by a majority confirmation vote of the ASI BoD within the first three regular meetings. (Chair) (Voting)
  - b) Four (4) student voting members of the BoD subject by a majority confirmation vote of the ASI BoD within the first three regular meetings. (Voting)
  - c) Executive Director or designee as a special advisor. (Non-Voting)

c. Responsibilities

1. Recruit, interview and recommend candidates to the ASI BoD for appointment.
2. Ensure newly appointed members to the ASI BoD participate in a successful onboarding process that includes mentorship from the Vacancy Committee.
3. Every attempt will be made to fill the vacancies promptly; however, a vacancy may go unfilled if there are no applicants for the position or the Board of

Directors deems the candidate(s) not to be sufficiently qualified to fill the vacancy.

### 3. Executive Committee.

#### a. Purpose

1. This committee shall be responsible for dealing with all emergency matters concerning the Corporation which normally would fall under the ASI BoD and that cannot be postponed.
  - a) All actions shall be reported to the ASI BoD at the next regularly scheduled meeting.
  - b) The Executive Committee is prohibited from acting in the following areas which are reserved specifically to the ASI BoD, as defined in Article III, Section 1, Subsection D of these Bylaws.

#### b. Membership

1. Voting members of the ASI Executive Committee shall consist of:
  - a) ASI President (Chair) (voting)
  - b) Three (3) student voting members of the BoD elected by the ASI BoD within the first three regular meetings of the ASI BoD.
  - c) ASI Executive Director (or their designee).
  - d) The ASI Advisor (or their designee).

c. Terms. Executive Committee terms are for one year, or until June 30th of the academic year of the appointment.

#### d. Convening the Executive Committee

The ASI BoD shall delegate to the Executive Committee the authority to act on behalf of the ASI BoD, when a quorum of the BoD cannot be met provided that the following criteria are met:

1. The Executive Committee is acting in accordance with the Articles of Incorporation and the Bylaws for all of its proceedings.
2. After attempting to conduct a meeting of the ASI BoD, it is found that the ASI BoD cannot meet, and subject to the restrictions of Article III, Section 1D, subparagraph 2.
3. All actions of the Executive Committee shall be reported to the ASI BoD at the next scheduled meeting.
4. The Executive Committee shall have a majority of student voting members in order to conduct business.

#### 4. Finance and CAB Committee.

a. Purpose. This committee shall:

1. Receive, review and prepare recommendations to the ASI BoD on all financial matters concerning allocations and expenditures of Corporate funds.
2. Review the preparation of the annual budget as presented by the Chief Financial Officer (CFO) or their designee and present it to the ASI BoD for consideration and approval.
3. Reconvene as the Club Allocation Budget (CAB) Committee for the purposes of allocating funds in accordance with the CAB Policies and Procedures, reporting to the ASI BoD on all expenditures thereof. The CAB Committee shall follow the procedures set forth in Article IX of these bylaws in conducting meetings.
4. Have the authority to transfer funds up to five hundred dollars (\$500.00) inclusive between line items of the same budget function without referring the transfer item to the ASI BoD.
5. Assist the ASI Vice President, Finance and the CFO in planning and executing fiscal policies for the ASI BoD. Actions of the Finance Committee are subject to approval by the ASI BoD.

b. Membership

1. ASI Vice President, Finance (Chair)(voting)
2. ASI Executive Vice President (Chair Pro Tem) (voting)
3. Three (3) members of the ASI BoD, not including special advisors (voting)
  - a) Confirmed by majority vote of the filled voting positions present at the BoD meeting.
  - b) One of the three (3) ASI representatives to the Finance Committee shall serve as Vice President, Finance Pro Tem as outlined in Article IV, Section 6.
4. Seven (7) students at large not serving on the ASI BoD (a minimum of one student who is taking a majority of their courses at the Palm Desert Campus), appointed by the ASI Vice President, Finance and confirmed by a majority vote of the filled voting positions present at the BoD meeting.
5. ASI Executive Director/Chief Financial Officer or designee (voting)
6. Director, Office of Student Engagement or their designated representative (non-voting).

## 5. Personnel Committee.

### a. Purpose. This committee shall:

1. Review and make recommendations to the ASI BoD on all matters related to elected and hired positions of the Corporation.
2. In order to protect the privacy of all parties involved, the Executive Director shall have full authority to address any and all personnel issues relating to, and including, all full-time or part-time non-student employees or student assistants. Any personnel issues involving the ED will be referred to the VP, Student Affairs or their designee.
3. Operate within the guidelines of the California Government Educational Code concerning personnel and the ASI BoD approved Personnel Policies and Management Plan.
4. Constitute the Search Committee for all ASI non-student part-time and regular full-time staff.

### b. Membership

1. ASI Executive Vice President (Chair) (voting)
2. Two (2) voting members from the ASI BoD, appointed by the ASI Executive Vice President, subject to a majority approval of the filled voting positions of the ASI BoD.
3. One (1) representative from an ASI corporate entity, appointed by the ASI President, subject to approval by a majority vote of the filled voting positions present at the BoD meeting.
4. ASI Advisor (voting)
5. ASI Executive Director (voting)

### c. Terms. Student voting members are for one fiscal year, or until June 30th of the academic year of the appointment.

## 6. Activities Committee.

### a. Purpose. The Activities Committee shall:

1. be charged with organizing educational, social, and cross cultural events on campus throughout the academic year with an underlying focus of creating greater visibility of ASI on campus.
2. operate within the policies of the Board of Trustees, the Chancellor's Office as well as ASI and California State University, San Bernardino policies.
3. will convene for any programming requests over \$6,000 that will utilize the Activities Committee Special Events account.

### b. Membership

1. Programming Student Manager (Chair) (Voting)
2. Three (3) students-at-large not serving on the ASI BoD, or any other subcommittee, appointed by the Programming Student Manager and confirmed by a majority vote of the filled BoD voting positions present at the BoD meeting. (Voting)
3. One (1) Programming Specialists as appointed by the Programming Manger and confirmed by a majority vote of the filled BoD voting positions present at the BoD meeting. (Non-Voting)
4. Two (2) Board Members confirmed by a majority vote of the filled BoD voting positions present at the BoD meeting. (Voting)
5. ASI Executive Director or designee (voting)
6. Student member appointments are for one fiscal year, or until June 30th of the academic year of the appointment.

### c. Powers

1. The ASI Activities Committee shall have discretion over the budget assigned to the ASI Activities Committee in the ASI Annual Budget.
2. The ASI Activities Committee shall have the authority to approve individual events over \$6,000 but adhere to threshold limits of ASI Bidding Policies.



## **7. Palm Desert Campus Advisory Committee.**

### **a. Purpose. This committee shall:**

1. receive, review and prepare recommendations to the ASI BoD on all matters concerning ASI at PDC.
2. oversee the preparation of the annual PDC budget with the support of the ASI Executive Director/Chief Financial Officer and present it to the ASI Finance Committee for inclusion during the annual ASI budget preparation cycle.
3. shall allocate the Club Allocation Budget (CAB) funds in the PDC budget in accordance with the guidelines established in the CAB Policies and Procedures, reporting to the ASI BoD on all expenditures thereof.
4. have the authority to request the ASI BoD to transfer funds between the PDC line items without having to refer the request to the ASI Finance Committee.
5. have the authority to transfer funds up to five hundred dollars (\$500.00) inclusive between line items of the same budget function without referring the transfer item to the ASI BoD. The PDAC will not attempt to circumvent this provision by breaking down a large transfer into smaller increments of \$500.00. This provision can be exercised only once per semester. The PDAC is not authorized to move funds out of the PDC Unallocated or Reserve account. Budget transfer memos will be provided to the ASI office per the standard format for such transfers. All other requests for transfer of funds will be in accordance with normal ASI procedures described in these bylaws and ASI Financial Policy and Procedures.
6. conduct their meetings in accordance with Article IX of these bylaws and all applicable State laws and regulations governing meetings. Agenda items will be approved by the ASI Vice President, PDC prior to placement on the agenda. The approved agenda will be forwarded to the ASI office at least 72 hours prior to the meeting and will be in the standard ASI format for meeting agendas. Meeting minutes will be forwarded to the ASI office in the standard ASI format as soon as they are finalized.
7. conduct themselves at all times as a standing committee of the ASI BoD subject to these bylaws and ASI policy and procedures.

### **b. Membership**

1. One (1) Board Member from the Palm Desert Campus (Chair)(Voting)
2. Vice President of Finance (Voting)
3. PDC Programs Manager (Voting)
4. The Dean, PDC or their designee. (Voting)
5. ASI President or Designee. (Voting)
  
6. Three (3) Students at large from PDC appointed by the ASI President and confirmed by a majority vote of the filled BoD voting positions present at the BoD meeting. (Voting)

c. Terms. Student member appointments are for one fiscal year, or until June 30th of the academic year of the appointment.

## **8. Policy Committee.**

a. Purpose. The Policy Committee will be charged with:

1. Developing, amending, and analyzing corporate policies and procedures governing the corporation in accordance with Article VI.

b. Membership

1. One (1) Board Member who shall serve as chair to the committee and be confirmed by a majority vote of the filled BoD voting positions present at the BoD meeting. (Chair) (Voting)
2. Two (2) board member (Voting)
3. Two (2) ASI student corporate staff members appointed by the ASI President subject to approval by a majority vote of the filled voting positions of the ASI BoD. (Voting)
4. ASI Director of Internal Affairs. (Voting)
5. ASI Director of External Affairs
6. ASI Executive Assistant. (Voting)
7. ASI Executive Director or designee. (Voting)
8. ASI Associate Director. (Voting)
9. Student member appointments are for one fiscal year, or until June 30th of the academic year of the appointment.

c. Powers

1. The Policy Committee will have the authority to review and amend corporate policies, procedures and bylaws. Although the committee may amend corporate documents as deemed necessary, amendments must be brought before the BoD for final approval.
2. Policy Committee will have the authority to create and recommend new policies to the BoD.

## 9. Sustainability Committee.

### a. Purpose: This committee shall:

1. Receive, review, and prepare recommendations to the ASI BoD on all sustainability measures.
2. Enhance the sustainability literacy of students, faculty, and staff through the implementation of programs.
3. Partner and collaborate with campus entities and The Office of Sustainability.
4. Assist in engaging the campus in on-going dialogue about sustainability and instilling a culture of sustainable long-range planning and forward-thinking design through their respective constituencies.
5. Disseminate information about campus sustainability efforts throughout the university and local community.
6. Coordinate and develop policies and procedures to make ASI operations more sustainable.
7. Recommend new or enhanced sustainability strategies to campus divisions for consideration or as deemed appropriate.

### b. Membership

1. Board of Director for Sustainability (Chair)(Voting)
2. ASI Executive Vice President (Pro-Tem)(Voting)
3. One (1) member of the ASI BoD (Voting)
4. Four (4) students at large, not serving on the ASI BoD, appointed by the board of director of sustainability and confirmed by majority vote of the filled voting positions present at the BoD meeting (Voting)
5. One (1) representative from the ASI student corporate staff appointed by the Board of Director for Sustainability subject to approval by majority vote of the filled voting positions present at the BoD meeting (Voting)
6. Representative from the Office of Sustainability (Non-voting)

## 10. Lobby Corps.

a. Purpose. The mission of the ASI Lobby Corps is to provide the means necessary to affect public policy on matters impacting higher education by lobbying to appropriate local and state officials.

### b. Membership

1. Director of External Affairs (Chair)(Voting)
2. ASI President or designee (ex-officio)(Non-Voting)
3. Two (2) Board Members confirmed by a majority vote of the filled BoD voting positions present at the BoD meeting (Voting)
4. Six (6) students at large not employed or already serving in a leadership role within ASI nominated by the Director of External Affairs and confirmed by a majority vote of the filled BoD voting positions present at the BoD meeting. (Voting)
5. Student member appointments are for one fiscal year.

### c. Powers

1. Communicate with local government officials and advocate on behalf of the interests of Cal State San Bernardino and the California State University System.
2. Organize lobbying trips to the State Capitol as part of the California Higher Education Student Summit.
3. Provide written legislative reports to the ASI BoD of Directors on legislation affecting higher education.
4. Make recommendations to the ASI BoD on legislative issues they should take a position on.
5. Appoint a Vice Chair among the membership listed in section b.

**Section 3. Regular Committees.** The ASI BoD shall have the authority to establish such Regular Committees as may be necessary.

A. Purpose.

1. Regular Committees are formed to assist the ASI BoD in the governance of the Corporation with respect to activities which may merit the ASI BoD's ongoing attention.
2. Regular Committees shall be established or renewed annually by the ASI BoD.

B. Membership.

1. Membership of each Regular Committee shall be defined by the ASI BoD.
2. The Chair of the ASI BoD shall appoint the chairperson of each Regular Committee.
3. Quorum shall be present at a meeting of one half (1/2) of the membership of the committee.

**Section 4. Ad Hoc Committees.** The ASI BoD shall have the authority to establish such Ad Hoc Committees as may be necessary.

A. Purpose. Ad Hoc committees are formed to assist the BoD and to support BoD requests for services as necessary. Ad Hoc committees disband once the objective for which they were formed has been achieved or the BoD disbands them whichever occurs first.

B. Membership.

1. Membership of each Ad Hoc Committee shall be defined by the ASI BoD.
2. The ASI BoD shall select among them a chair for each Ad Hoc Committee.
3. Quorum shall consist of members present.

**ARTICLE VII**  
**Programs and Business Ventures**

**Section 1. Programs**

- A. The ASI BoD shall have the authority to establish programs, and the committees that manage and/or operate them, to meet the interests of the student body.
- B. Programs shall be established, or renewed, annually by the ASI BoD. The action of establishing a budget line item for an upcoming budget year shall be considered a renewal provided that the program/committee chair meets the requirement stated below for establishing Policies and Procedures.
- C. The chair of the established program/committees shall establish Policies and Procedures for their program/committee respectively.
  - 1. If Policies and Procedures are already established, these Policies and Procedures are to be reviewed by the respective chair.
  - 2. If modifications are required, the chair will prepare and submit a draft to the ASI BoD for approval.
  - 3. Should no Policies and Procedures exist, the chair will have thirty (30) calendar days to place the approval request for their Policies and Procedures on the ASI BoD agenda.
  - 4. Approval of respective program/committee Policies and Procedures will require a majority vote of the filled voting positions present at the BoD meeting.
- D. Appointment, term of service, scope of authority and rules of quorum for programs/committees shall be stipulated by the ASI BoD at the time of establishment and be reflected in the Policies and Procedures of each program/committee.

**Section 2. Ventures**

- A. Business ventures operated wholly or in conjunction with another entity will be under the direct supervision of the ASI Executive Director in consultation with the ASI Executive Vice President.
- B. Those revenue-generating ventures which fall under one of the ASI program/committees will be managed by that program/committee; however, all ventures will coordinate with the ASI Executive Director/Chief Financial Officer in consultation with the ASI Executive Vice President to assure that all reasonable and prudent precautions regarding risk management, insurance, budget, contracting, etc. have been taken.
- C. The ASI President or their designee has the authority to delay, suspend, or terminate any venture which, in the opinion of the ASI President or their designee does not conform to ASI Policies and Procedures, campus policy, or generally accepted business norms.
- D. The ASI Executive Director in consultation with the ASI Executive Vice President will present to the ASI BoD for their approval such Policies and Procedures as deemed necessary for the day to day operation of the venture.
- E. For those situations that fall outside of the approved Policies and Procedures, the ASI President or their designee has the authority to resolve those issues

**ARTICLE VIII**  
**Initiative, Recall and Referendum**

**Section 1. Initiative.** Initiatives from the Associated Students at large may be submitted to the ASI BoD in the form of a petition containing the names, student identification numbers and signatures of ten percent (10%) of the student body.

- A. A special election shall be called by the ASI President unless the petition is completed less than thirty (30) days prior to a general election.
- B. A majority vote of the filled voting positions present at the BoD meeting in favor of the proposed initiative shall be required to adopt any initiative.
- C. A two thirds (2/3) majority vote of the filled voting positions present at the BoD meeting shall be required to ratify changes in the Articles of Incorporation.
- D. The provisions of this paragraph will not be used to overturn, void, or in any way change the results of an election.

**Section 2. Recall/Termination.** Any director or executive of the ASI BoD may be subject to recall by a petition containing the names, student identification numbers and signatures of fifteen percent (15%) of an office holder's constituency. In the event that the student executive or student director enters the criminal justice system for a felony charge or a misdemeanor charge egregious in nature, or is charged by the CSU and or CSUSB conduct process, Article IX, Section 12 of these bylaws will apply.

- A. The Office of Student Engagement shall verify the enrollment status of all students whose signatures appear on the petition.
- B. After verification, a special election shall be called by the ASI President.
- C. A simple majority vote of the filled voting positions present at the BoD meeting in favor of the petition shall be required to remove the office holder.

**Section 3. Referendum.** The ASI BoD will be empowered to direct the Elections Committee Coordinator to place certain matters including Articles of Incorporation or bylaw changes or business before the ASI membership.

- A. A majority vote of the filled voting positions present at the BoD meeting shall be required to enact a referendum on ASI policy.
- B. A two thirds (2/3) majority vote of the filled positions present at the meeting shall be required to ratify changes in the Articles of Incorporation.
- C. The ASI BoD must designate that a referendum is either binding or non-binding at the time the ASI BoD proposes the referendum to the electorate.

**Section 4. Results of Initiatives, Recalls and Referendums.** All initiatives, recalls and referendums shall be considered binding if done in coordination with the above processes unless they contradict federal, state or local law; the Articles of Incorporation; the ASI Bylaws or the purpose of the Corporation.

**ARTICLE IX**  
**Meetings and Procedures**

**Section 1. Meetings.** Unless otherwise specifically provided for in these Bylaws, all meetings of ASI and its committees shall be conducted in accordance with the latest edition of Robert's Rules of Order and in accordance with the provisions of the California Nonprofit Public Benefit Corporation Law.

**Section 2. Notice of Meetings.** The agenda of regular meetings of the ASI BoD, which shall contain the date, time, and place of the meeting and all the items to be acted on, shall be publicized at least 72 hours before a regular meeting.

**Section 3. Special Meetings.**

- A. A special meeting can be called by the President upon a twenty four (24) hour notice pursuant to paragraph 89922 of the Education Code for Auxiliary Organizations.
- B. A majority vote of the filled voting positions present at the BoD meeting shall be required to adopt an emergency item (as defined in Section 5 of this article) at a special meeting.

**Section 4. Closed Sessions.** Meetings shall be opened to the public. Meetings may be closed only for those reasons stated in paragraph 89923 of the Education Code for Auxiliary Organizations.

**Section 5. Submitting Agenda Items**

- A. Any student or paid employee of ASI at CSUSB may submit agenda items for consideration by the ASI BoD. The Chair shall put the item on the next agenda to be drawn up and, if appropriate, shall send the item to the appropriate committee and notify the ASI BoD of said action.
- B. Items that are not submitted within the 72 hours before a regular meeting requirement for inclusion at the next regularly scheduled meeting may be placed on as an "emergency item" provided it meets the following criteria:
  - 1. It directly impacts a function of the corporation, which, if not acted upon at the next regularly scheduled meeting, would have serious consequences in terms of the corporation's ability to meet its obligations.
  - 2. The emergency agenda item must be posted at least 24 hours prior to the emergency meeting.

**Section 6. Quorum.**

- A. Quorum for all meetings shall be a majority of its filled voting positions. Any Special Advisor members shall not be counted as part of the quorum.
- B. A meeting at which a quorum is initially present may continue to transact business notwithstanding the withdrawal of Directors, if any action is approved by at least a majority of the required quorum for such meeting.



**Section 7. Board Action.** The items listed below shall govern ASI Board of Directors' Actions:

- A. The ASI BoD may not take action on any item which has not been listed on the agenda that has been publicly distributed at least 72 hours in advance, with the exception of special meeting agenda items, which require requires 24 hours' notice in advance.
- B. The following actions will require two (2) readings prior to a vote of approval by the Board of Directors. A vote may be taken at the second reading:
  1. Approval of the annual ASI budget.
  2. Approval of ASI bylaws or policies.

**Section 8. Roll Call Vote.** The Chair of the ASI BoD shall recognize an order for a roll call vote when called for by any member.

**Section 9. Policies and Procedures.** New Policies and Procedures or revisions of existing Policies and Procedures, must be approved by a simple majority of the ASI BoD.

**Section 10. Presiding Officer.** The presiding officer and chair shall be as designated in these Bylaws or as designated under the ASI Policies and Procedures.

**Section 11. Involuntary Resignation.** All student members of the ASI BoD, and any committees described in these bylaws are required to attend all scheduled meetings. A student representative who fails to attend four (4) scheduled meetings in an academic year shall be considered to have resigned from their committee appointment, unless ASI BoD finds that extenuating circumstances justified the absences.

**Section 12. Involuntary Resignation Resulting from Criminal or Student Conduct Activity.** The following rules shall apply to all student executive members, student members of the ASI BoD and any committees described in these bylaws or otherwise affiliated with ASI, and student assistants employed by ASI who are charged by the criminal justice system with a felony as described in the California Penal Codes or a misdemeanor egregious in nature, or is charged by the CSU and or CSUSB conduct process while in office or employed:

- A. The student being charged shall immediately be placed on suspension without pay pending the final adjudication of the charge. The student will not be permitted to perform any of the duties of their position until the charge(s) has been resolved. Should the charge(s) be reduced to a misdemeanor(s) and the student be convicted of a misdemeanor, the student will be reinstated to their prior position unless the misdemeanor is egregious in nature. No back pay will be authorized while the student was on suspension pending the resolution of their case.
- B. If a student is convicted of a felony, that student's status of being on suspension will be changed to being terminated. If the student is an elected officer of ASI, their position will be vacated immediately and filled by the pro-tem for that position. If a pro-tem has not been selected, the executive position will be filled by a student member of the Board of Directors in good standing. The ASI Executive Director or, in their absence, the Assistant Director will inform the appropriate University officials of any change in status affecting the student and/or ASI. This provision of the bylaws is pursuant to the California

Code of Regulations, Title 5 – Education; Chapter 1; Subchapter 4; Article 2; paragraph 41301  
“Standards for Student Conduct”; sub-paragraph 18.

- C. A student who has a prior conviction of a felony and is on probation for the conviction may not be employed by ASI or be a member of the ASI BoD and will be terminated. Replacement of a student who is an elected officer of ASI will be conducted pursuant to Paragraph B above.
- D. In the event that the University wishes to take action against the student for violations of California State University or California State University, San Bernardino policies, then the student will be placed on suspension without pay pending the final decision and disposition of the university.

**ARTICLE X**  
**Nondiscrimination Policy**

**Section 1. Purpose Statement.** No person shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any corporate activities or programs of ASI

- A. On the Basis of Sex. ASI as a Corporation, in conjunction with Title IX of the Education Amendments of 1972, shall not discriminate on the basis of sex in the corporate activities or programs it conducts.
- B. On the Basis of Disability. ASI as a Corporation, in accordance with Section 504 of the Rehabilitation Act of 1973, shall not discriminate on the basis of disability in the corporate activities or programs it conducts.
- C. On the Basis of Ethnicity, Color or National Origin. ASI as a Corporation complies with the requirements of Title VI of the Civil Rights Act of 1964 and shall not discriminate on the basis of ethnicity, color or national origin in the corporate activities or programs it conducts.
- D. On the Basis of Age, Marital Status, Religion, or Sexual Orientation. ASI as a Corporation does not discriminate on the basis of age, marital status, religion or sexual orientation in accordance with University Policy.

**Section 2. Sexual Harassment.** It is the policy of ASI to maintain a working and learning environment free from sexual harassment of its students, volunteers, and employees.

**Section 3. Diversity of Opinion.** ASI encourages diversity of opinion in all its operations.

**ARTICLE XI**  
**Bylaws**

**Section 1. Copies of the Bylaws.** An up to date copy of these Bylaws shall be maintained by the ASI corporate office. At the end of the last semester of each academic year, the ASI corporate office shall provide copies of these Bylaws and the Articles of Incorporation so that they will be made available to any interested Members.

**Section 2. Effective Date.** These Bylaws are effective upon approval of the ASI BoD.

**Section 3. Amendments.**

- A. To approve new Bylaws or change existing Bylaws, the ASI BoD must have two (2) separate readings of the proposed new Bylaws or amendments at separate meetings.
- B. During these readings, the new Bylaws or amendments can be amended by a simple majority vote of the filled voting positions present at the BoD meeting.
- C. Bylaws must be approved by two thirds (2/3) vote of the filled voting positions present at the BoD meeting.

**Section 4. Construction and Definitions.** The construction of these Bylaws shall be governed by the general provisions, rules of construction, and definitions outlined by the California Non-profit Corporation Law.

**ARTICLE XII**  
**Delegation of Authority**

There shall be an Executive Director of the Corporation who shall be appointed by the President of the University upon the recommendation of the Vice President for Student Affairs with consultation from the ASI President. The search for the Executive Director will be conducted in a manner consistent with University procedures.

The Executive Director is administratively responsible to the Vice President for Student Affairs or designee for all services, programs and fiscal matters pertaining to the Corporation. This is to ensure the Corporation is in compliance with; applicable laws, CSU system policies, as well as University policies. The Executive Director is responsible for the development of the student leaders of ASI, and operations of the Corporation. Specifically, they have responsibility for; training of student leaders, student assistants and volunteers, co-curricular programming, assessment, accounting and fiscal procedures, personnel, marketing and all other matters related to achieving the mission of the ASI. They shall initiate programs or procedures, under authority of the Board of Directors, to support the mission of ASI.

The Executive Director will serve as the Chief Financial Officer of the Corporation. As such, he/she has full responsibility for the financial operations of and for maintaining the financial procedures of the Corporation in accordance with University and Chancellor's Office procedures, as well as all applicable laws. They have the responsibility to implement those policies and procedures established by the Board of Directors. The Executive Director will be responsible for the performance evaluations of all employees including student assistants, with exception of the Elected Officers, whom will be evaluated by the Board of Directors.