

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

**BOARD OF DIRECTORS  
AGENDA**

August 8, 2022

2:00 p.m.

Location (Virtual Conferencing): <https://csusb.zoom.us/j/86446275457>

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

**NEW BUSINESS:**

- BD 38-22** Approval of Executive Order #01 issued on July 19<sup>th</sup> for the following Personnel Committee members: Kudakwashe Magwenzi, Catherine Orellana and Elizabeth Cornejo. (Action) (Galvez)
- BD 39-22** Appointment of five Board of Directors representatives to the Vacancy Committee. One of the five representatives will be appointed as the Chair. (Action) (Galvez)
- BD 40-22** Approval of the 2022-23 Human Resources Agreement between Associated Students Inc. and the Santos Manuel Student Union. (Action) (Barcenas)

ANNOUNCEMENTS

ADJOURNMENT

**Human Resources Agreement between the Associated Students, Inc. and the  
Santos Manuel Student Union at Cal State San Bernardino**

This agreement is made and entered into by and between the **Associated Students, Inc.** through its Board of Directors (hereinafter called **ASI**) and the **Santos Manuel Student Union** (hereinafter called **SMSU**). The term of this agreement shall be (July 1, 2022 – June 30, 2023) unless sooner terminated as herein provided.

**1. PURPOSE**

The purpose of this agreement is to set forth the terms and conditions under which the SMSU may operate as Human Resources for the ASI. In entering this agreement, ASI finds that certain functions under the scope of human resources that are important to the mission of ASI are more effectively accomplished by the services of the SMSU rather than the current operational function.

**2. FUNCTION**

In consideration that both ASI and SMSU are recognized as auxiliary organizations of California State University San Bernardino, SMSU hereby agrees, for the period covered by this agreement, to perform the following functions:

a. Human Resources

SMSU further agrees to chargeback the ASI for services rendered under this agreement prior to the budget approval from both organizations. Prior to initiating any additional functions or conditions, ASI agrees to obtain written approval from the SMSU and obtain permission from its own Board of Directors under which both parties will come to an agreement.

Human resources operations under this agreement shall be integrated with campus policy and operations and shall be supervised by both Executive Directors so as to assure compliance with the objectives stated in this agreement, ASI and SMSU policy, Cal State San Bernardino policy, California State University policy, and other applicable labor laws under the state of California and United States Federal governments.

**3. CONDITIONS SET FORTH**

- a. SMSU agrees to establish an approved and qualified manager for Human Resources to execute these conditions.
- b. No officer or employee shall be appointed or employed by the SMSU to execute these conditions if such appointment or employment would be incompatible, inconsistent or in conflict with his or her duties as an auxiliary employee.
- c. SMSU human resources manager agrees to manage the hiring and separation of all ASI employees (non-student and student) in accordance with ASI personnel policies.
- d. SMSU human resources manager agrees to input, change and remove functions within the applicable payroll system.

- e. SMSU human resources manager agrees to be responsible for the adjustment (changes), and separation of employees in all benefit plans to include health, retirement, dental, vision, life and Accidental Death & Dismemberment in accordance with the ASI personnel policy.
- f. SMSU human resources manager agrees to provide guidance and notify ASI of COVID-19 protocols which may include contact tracing, exposures, and changes to policy as defined by California State University, San Bernardino.
- g. SMSU manager agrees to execute the following:
  - i. Employment verifications
  - ii. Background checks for incoming employees as applicable
  - iii. Change of address requests
  - iv. Annual CSUSB parking permit distribution to ASI non-student employees
  - v. Record keeping of ASI personnel records
  - vi. Answer any human resources related questions per audit request
  - vii. Verification of student employee course enrollment each semester for FICA exemption
  - viii. Direct deposit enrollment

#### **4. CHARGES FOR SERVICES**

ASI agrees to compensate the SMSU for the services included in the agreement in accordance with policies from both the ASI and SMSU. The compensation amount shall be set forth in this agreement as **\$12,000.00** for the 2022-2023 fiscal year in monthly payments of **\$1,000.00** and may not be changed unless otherwise approved by the SMSU and ASI.

The SMSU shall be responsible for a chargeback request each month to the ASI to request funds in accordance with each other's policies and procedures.

#### **5. CHANGES TO AGREEMENT**

- a. Changes to amendments to this agreement shall only be valid under the following conditions:
  - i. Both parties agree to a conference gathering to discuss changes and amendments.
  - ii. Both the ASI and SMSU gain approval in writing through their governing boards.
- b. If a change is needed to be made under an emergency circumstance, the Executive Directors from both parties shall agree to an interim agreement until the matter is approved by each other's governing boards.

#### **6. TERMINATION OR BREACH**

- a. Failure of the SMSU to comply with any term of this agreement may result in the termination of the SMSU as the human resources function of the ASI. Such action of termination shall be brought to the attention for final decision to the ASI Board of Directors.
- b. Upon termination or breach of this agreement, ASI will be not be held liable for any of the remaining compensation balance.

- c. In addition, the ASI, upon breach or termination of this agreement, may withhold from the SMSU all funds in this agreement until a decisions has been made either through negation or termination.

**7. NOTICES**

All notices herein required to be given, or which may be given by either party to the other, shall be deemed to have been fully given when made in writing and deposited through Cal State University email, in the United States mail, certified and postage prepared and addressed as herein provided.

Notice to ASI shall be addressed as follows:

Associated Students, Inc.  
California State University, San Bernardino  
5500 University Parkway  
San Bernardino, CA 92407

Notice to SMSU shall be addressed as follows:

Santos Manuel Student Union  
California State University, San Bernardino  
5500 University Parkway  
San Bernardino, CA 92407

**IN WITNESS WHEREOF**, this agreement has been executed by the parties hereto.

\_\_\_\_\_  
President & Chair, Associated Students, Inc.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Executive Director, Associated Students, Inc.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chair, Santos Manuel Student Union.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Executive Director, Santos Manuel Student Union.

\_\_\_\_\_  
Date