

**OPERATING AGREEMENT
BETWEEN CALIFORNIA STATE UNIVERSITY
AND ASSOCIATED STUDENTS OF CALIFORNIA STATE UNIVERSITY
CHANNEL ISLANDS, INC.**

This agreement is made and entered into by and between the Chancellor of the California State University on behalf of the Board of Trustees (CSU) and Associated Students of California State University Channel Islands(ASI). The term of this agreement shall be 7/1/2013 through 6/30/2018.

1. PURPOSE

The purpose of this agreement is to set forth the terms and conditions under which Auxiliary may operate as an auxiliary organization pursuant to Education Code Sections 89900 et seq. and Sections 42400 et seq. of Title 5 of the California Code of Regulations (CCR). In entering this agreement, CSU finds that certain functions important to its mission are more effectively accomplished by the use of an auxiliary organization rather than the usual state procedures.

2. PRIMARY FUNCTION OF THE AUXILIARY

In consideration of receiving recognition as an official auxiliary organization of the CSU, Auxiliary agrees, for the period covered by this agreement, that its primary activity generally can be classified as:

- **Student Body Organization**
- **Student Union**

In carrying out this activity, the Auxiliary engages in the following functions authorized by Section 42500, Title 5, CCR, which are activities essential and integral to the educational mission of the University:

1. Student Body Organization Programs
2. Bookstores, Food Services, and Campus Services
3. Housing
4. Student Union Programs
5. Supplementary Health Services
6. Loans, Scholarships, Grants-in-Aids, Stipends, and Related Financial Assistance
7. Externally Funded Projects Including Research, Workshops, Conferences, and Institutes
8. Instructionally related Programs and activities, including Agriculture, Athletics, Radio and Television Stations, Newspapers. Films, Transportation. Printing and other Instructionally Related Programs and Activities

9. Alumni Programs
10. Gifts, bequests, devises, endowments, trusts and similar funds
11. Public relations, fundraising, fund management, and similar development programs
12. Acquisition, development, sale, and transfer of real and personal property including financing transactions related to these activities

Auxiliary further agrees to receive and apply exclusively the funds and properties coming into its possession toward furthering these purposes. Prior to initiating any additional functions, Auxiliary agrees to amend the existing operating agreement.

3. CAMPUS OVERSIGHT AND OPERATIONAL REVIEW

The responsibility and authority of the campus president regarding auxiliary organizations is outlined in Title 5 Section 42402, which in part requires that auxiliary organizations operate in conformity with policy of the Board of Trustees and the campus. The campus President has been delegated authority by the CSU Board of Trustees (Standing Orders Section IV) to carry out all necessary functions for the operation of the campus. The operations and activities of Auxiliary under this agreement shall be integrated with campus operations and policies established by the President and shall be overseen by the campus Chief Financial Officer or designee so as to assure compliance with objectives stated in Title 5 Section 42401.

Auxiliary agrees to assist the Chief Financial Officer and his or her designee in carrying out the compliance and operational reviews required by applicable Executive Orders and related policies.

4. OPERATIONAL COMPLIANCE

Auxiliary agrees to maintain and operate its organization in accordance with all applicable laws, regulations and policies promulgated by the Federal Government, the State, Chancellor and Campus on which the Auxiliary operates. Failure of Auxiliary to comply with any term of this agreement may result in the removal, suspension or placing on probation of Auxiliary as an auxiliary organization in good standing. Such action by CSU may involve the limitation or removal of Auxiliary's right to utilize the resources and facilities of Campus (ref. Title 5, CCR, 42406).

5. CONFLICT OF INTEREST

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

6. EXPENDITURES AUGMENTING CSU APPROPRIATIONS

With respect to expenditures for public relations or other purposes which would serve to augment appropriations for CSU operations, Auxiliary may expend funds in such amount and for such purposes as are approved by Auxiliary's governing body. Auxiliary shall file, as **Attachment 1** to this Agreement, a statement of Auxiliary's policy on accumulation and use of public relations funds. The statement shall include the policy and procedures for solicitation of funds, the purposes for which the funds may be used, the allowable expenditures and procedures of control.

7. FISCAL AUDITS

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

The campus Chief Financial Officer shall submit to the Chancellor's Office (see Notices below) the written evaluation of the external audit firm selected by the Auxiliary. This review must be conducted annually and prior to entering into an engagement letter with an external audit firm. If the Auxiliary has not changed auditor and the audit firm was previously subjected to this review only a limited review need be submitted.

9. CHANGE OR MODIFICATION OF CORPORATE STATUS

Auxiliary shall provide notice to the CSU upon any change in Auxiliary's legal, operational or tax status including but not limited to changes in Articles of Incorporation, bylaws, tax status, bankruptcy, dissolution or change in name.

10. FAIR EMPLOYMENT PRACTICES

In the performance of this agreement, and in accordance with Government Code 12900 et. seq., Auxiliary shall not deny employment opportunities to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation or veteran's status. Auxiliary shall adopt employment procedures consistent with the policy statement on nondiscrimination and affirmative action in employment adopted by the CSU.

11. DISPOSITION OF ASSETS

Attached hereto as **Attachment 2** is a copy of Auxiliary's Constitution or Articles of Incorporation (as applicable) which establishes that upon dissolution of Auxiliary, the net assets other than trust funds shall be distributed in accord with Section 42600, Title 5, CCR. For the period covered by this agreement, Auxiliary agrees to maintain this provision as part of its Constitution or Articles of Incorporation. In the event Auxiliary should change this provision to make other dispositions possible, this agreement shall terminate as of the date immediately preceding the date such change becomes effective and all net assets shall become the property of CSU.

Alternatively, upon termination or breach of this agreement, CSU, at its sole discretion, may require Auxiliary to transfer all assets in its possession to a successor nonprofit corporation qualifying as an auxiliary organization. This remedy shall be in addition to any other remedies available to CSU upon termination or breach of this agreement.

12. USE OF CAMPUS FACILITIES

Auxiliary may use those facilities identified for its use in a lease agreement executed between Campus and Auxiliary.

Auxiliary may use Campus facilities and resources for research projects and for institutes, workshops, and conferences only when such use does not interfere with the instructional program of Campus and upon the written approval from appropriate Campus administrators with such specific delegated authority. Auxiliary shall reimburse Campus for costs of any such use.

13. DISPOSITION OF NET EARNINGS

Auxiliary agrees to comply with CSU and Campus policy on expenditure of funds including, but not limited to, CSU guidelines for the disposition of revenues in excess of expenses and CSU policies on maintaining appropriate reserves.

14. ACCEPTANCE, ADMINISTRATION, AND USE OF GIFTS

Auxiliary agrees, if authorized to do so in Section 2 above, that it will accept and administer gifts, grants, contracts, scholarships, loan funds, fellowships, bequests, and devises in accordance with policies of CSU and Campus.

A. Delegation of Authority to Accept Gifts

If authorized, Auxiliary may evaluate and accept gifts, bequests and personal property on behalf of CSU. In acting pursuant to this delegation, due diligence shall be performed to ensure that all gifts accepted will aid in carrying out the CSU mission as specified in Education Code Sections 89720 and 66010.4(b).

B. Reporting Standards

Gifts shall be recorded in compliance with the Council for Advancement and Support of Education and California State University reporting standards and shall be reported to the Chancellor's Office on an annual basis in accordance with Section 89720 of the Education Code.

C. Donor Rights

All donors of gifts, bequests and personal property shall be treated openly and fairly in accordance with the "Donor Bill of Rights" found at:
<http://www.calstate.edu/foundation/donor.shtml>.

15. INDEMNIFICATION

Auxiliary agrees to indemnify, defend and save harmless the CSU, its officers, agents, employees and constituent campuses (all of which are hereafter referred to as "CSU") from any and all loss, damage, or liability that may be suffered or incurred by CSU, caused by, arising out of, or in any way connected with the operation of Auxiliary as an auxiliary organization.

16. INSURANCE

Auxiliary shall maintain insurance protecting the CSU and Campus as provided in this section. CSU's Systemwide Office of Risk Management shall establish minimum insurance requirements for Auxiliaries, based on the insurance requirements described in Technical Letter RM "RM 2011-04" or its successor then in effect. Auxiliary agrees to maintain at least these minimum insurance requirements.

Auxiliary's participation in a coverage program of the California State University Risk Management Authority (CSURMA) shall fully comply with the insurance requirement for each type of required coverage (which may include but not be limited to, general liability, auto liability, directors and officers liability, fiduciary liability, professional liability, employer's liability, pollution liability, workers' compensation, fidelity, property and any other coverage necessary based on Auxiliary's operations). Auxiliary shall ensure that CSU and campus are scheduled as additional insured or loss payee as its interests may appear.

17. NOTICES

All notices required to be given, or which may be given by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid and addressed to all parties as provided below.

Notice to Auxiliary shall be addressed as follows:

Associated Students of California State University Channel Islands
One University Drive
Camarillo, CA 93012

Notice to the CSU shall be addressed to:

Trustees of the California State University
401 Golden Shore
Long Beach, California 90802

Attention: Director, Contract Services & Procurement

Notice to the Campus shall be addressed as follows:

California State University Channel Islands
Office of the President
One University Drive
Camarillo, California 93012

18. LEASE OF PREMISES

The premises include 24,920 sq. feet of building space referred to as the Student Union Building located at 54 Los Angeles Ave., on the campus of CSU Channel Islands, One University Dr., Camarillo, CA. Building uses include: a large programmable area for student gatherings, food services, lounges, a game room and student organization offices.

The lease of the premises is subject to:

- A. The use of the property for civil defense purposes or in the event of a State, CSU or national emergency.
- B. Unanticipated need to meet the demands of the educational objectives of the CSU. The right to the use of any property included in this lease shall cease upon written notice by the CSU to Auxiliary that the property is needed for its exclusive use.

19. USE OF PREMISES

A. Auxiliary may occupy, operate, and use the leased property only in connection with the following functions and activities in accordance with the terms of this agreement:

- 1) Operating and maintaining a student union facility for the students, faculty, staff, alumni, and guests of the campus.
- B. Auxiliary shall use the leased property only for functions and activities that are consistent with the Functions established in Section 2 and guidelines and policies that have been or may hereafter be adopted by CSU.

20. CONSIDERATION

- A. Auxiliary shall operate as an auxiliary organization as set forth in this agreement.
- B. Auxiliary shall manage and operate the student union facilities in accordance with the bond indenture, the policies of the CSU, Campus, this agreement, and for the benefit of Campus.

21. APPLICATION OF STUDENT UNION FEES

A. Pursuant to the CSU Systemwide Revenue Bond program, retirement of the debt incurred by CSU for the construction of the student union is to come from a mandatory student union fee to be paid by all enrolled students. After required funds have been set aside for debt service and all reserves, CSU agrees to make available to Auxiliary a portion of any remaining funds, as authorized by Education Code, Section 90076. CSU agrees to transfer such funds, if any, in the Student Union Net Revenue Fund account and/or applicable Trust Fund account, in the following circumstances:

- 1) Auxiliary shall be entitled to a transfer of funds as required for operating purposes. The transfer for operating purposes will be based on needs as shown in the operating budget and approved by the campus, subject to the availability of such funds.
- 2) Additional transfers of revenue may be made for extraordinary expenses as requested by Auxiliary and approved by the campus, subject to the availability of funds.

B. This Section shall be subject to and construed in conformity with the Indenture of the Trustees of the CSU adopted April 1, 2002 authorizing the issuance of Systemwide Revenue Bonds and made a part of this agreement.

22. BUILDINGS, SIGNS, FIXTURES, AND EQUIPMENT

During the term of this Agreement, Auxiliary shall have the right to erect, place, and attach buildings, fixtures, signs, and equipment in and upon the leased property. Plans and working drawings for buildings to be placed on the leased land shall have prior approval of CSU. The number, size, and location of signs are subject to prior written approval of the Campus. Fixtures, signs, and equipment so erected, placed, or attached by the Auxiliary shall be and remain the property of the Auxiliary and may be removed there from by the Auxiliary prior to the termination of this lease.

23. ALTERATIONS

The leased premises shall not be altered or changed in any manner or respect without the written consent of the Campus, and changes that may be authorized shall be made under the direction of the Campus and at the expense of Auxiliary. Permanent alterations shall have prior approval of Campus.

24. RIGHT OF ENTRY

It is understood and agreed that at any time CSU and its agents shall have the right to enter the leased premises or any part thereof for the purpose of examination or supervision.

Care, maintenance, and repair of the leased property shall be provided as follows:

A. Care and Maintenance: Auxiliary agrees to keep and maintain the leased property in a clean and orderly condition and shall at its own expense, at reasonably frequent intervals, and in a lawful manner dispose of all waste from the leased property.

B. Repairs: Auxiliary agrees to keep the leased premises in good repair.

25. RESTORATION OF PREMISES

Upon termination of this lease, CSU shall have the option to require Auxiliary, at its own expense and risk, to restore the demised premises as nearly as possible to the condition existing prior to the execution of the lease, with the exception of normal wear and tear.

But, if Auxiliary shall fail to do so within 90 days after CSU's option, CSU may restore the property at the risk of the Auxiliary and all costs and expenses of such removal or restoration shall be paid by Auxiliary upon demand of State. CSU shall have the right to exercise this option within 30 days after the expiration of this lease, but not thereafter.

26. MORTGAGES

Auxiliary shall not have the right to subject this lease to any mortgage, trust deed, or other security device without the written consent of CSU.

27. POSSESSORY INTEREST

The County Assessor may value the possessory interest created by this lease, or any subleases. Under California Revenue and Taxation Code section 107, a property interest tax may be levied on that possessory interest. The lessee is obligated to pay this property tax, and failure to do so may be considered a material breach of the lease."

28. ASSIGNMENTS OR SUBLEASE

Auxiliary shall not assign or sublease any part of the premises covered by this lease without the written permission of CSU.

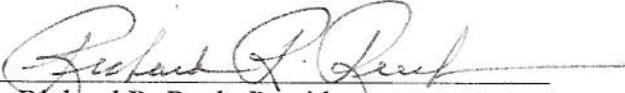
CSU agrees, however, that Auxiliary may sublease any portion of the premises with the approval of the Campus. Substantial deviation from CSU's policy and model sub-leases requires the approval of the Campus.

Subleases may be written with terms in excess of this agreement: however, the continuation of the sublease past the term of this Agreement is contingent on this Agreement's renewal.

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

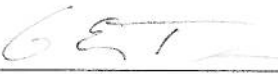
Approved on 4/2/2014

California State University Channel Islands

By 
Richard R. Rush, President


Executed on 4/2/2014

Associated Students Incorporated

By 
Genevieve Evans Taylor, Executive Director

Executed on 4/9/2014

*California State University
Office of the Chancellor
Contract Services and Procurement*

By 



ASI Budget Allocation and Spending

Procedure: ASI Budget Allocation and Spending

Effective Date: 2.1.13

I. Purpose

The Associated Student Incorporated (ASI) has developed a budget allocation process for campus entities seeking ASI funds. These entities include but are not limited to ASI Administration, ASI Entities, the Division of Student Affairs, registered student organizations and other special requests. A written process increases efficiency, creates a consistent ASI funding process, maintains oversight of ASI allocated money, and allows for the opportunity to request funding in a manner that is consistent with the campus.

III. Accountability

- | | | |
|--|--|---|
| <input checked="" type="checkbox"/> ASI Board of Directors | <input checked="" type="checkbox"/> ASI Professional Staff | <input checked="" type="checkbox"/> ASI Entity Leaders |
| <input checked="" type="checkbox"/> Student Union Student Employees | <input checked="" type="checkbox"/> Budget Support Staff | <input checked="" type="checkbox"/> ASI Entity Advisors |
| <input checked="" type="checkbox"/> Budget Allocation Spending Committee | <input type="checkbox"/> ASI Student Employees | |
| <input type="checkbox"/> ASI Entity Organization Members | | |

IV. Applicability

- | | | |
|---|--|---|
| <input checked="" type="checkbox"/> Board Members | <input checked="" type="checkbox"/> ASI Professional Staff | <input type="checkbox"/> Student Employees |
| <input type="checkbox"/> Students | <input checked="" type="checkbox"/> Staff | <input checked="" type="checkbox"/> University Administrators |
| <input checked="" type="checkbox"/> University Clubs/Orgs | | |

Any campus recognized organization may request funding through ASI. ASI is committed to providing funding on a fair, equitable, and transparent basis. Funding is limited; therefore, allocations are made based on the following criteria:

1. Enhances the ASI Statement of Purpose.
2. Accessible to the entire student body and reaches as many students as possible.
3. Enhances significant out-of-classroom cultural, social, educational, or recreational opportunities.
4. Improves student life at CI.
5. Organizations should consider thoroughly other University and private sources of funds before coming to the ASI Budget Allocation and Spending Committee. Efforts made to secure other funds will be considered in the allocation process.

V. Procedure

A) Composition of the Budget Allocation and Spending Committee:

1. The ASI Board designates the funding allocation process to the ASI Budget Allocation and Spending Committee (BASC).
2. This Committee will be comprised of six ASI Board Members—four students and two non-students. All committee members obtain their position on the BASC by a recommendation of the ASI Chair and approval by the ASI Board; however, by virtue of title the ASI Vice Chair and Treasurer must sit on the committee. For informational purposes one ex-officio ASI and Business and Financial Affairs employee will sit on the BASC and will be non-voting. The ASI Vice Chair will serve as the BASC Chair.
3. Students appointed to the BASC should have a minimum of one year experience with a registered student organization.
4. If vacancies occur, the member will be replaced according to the original placement of said position.

B) Internal Controls

1. The ASI Board has a number of controls in place which allow for oversight and management of the ASI budget. The ASI Board is comprised of nine students and five Presidential appointments (three university administrators, one faculty member and one community member). The ASI Board hires an outside auditor on an annual basis to ensure ASI is practicing good financial management and has solid internal controls.
2. The BASC is empowered to make all decisions regarding the recommendations of budget allocations. However, if an organization believes procedural protocol is not followed, this organization may submit a written appeal noting alleged procedural violation to the ASI Chair.
3. All members of the BASC must sign a Committee Member Agreement denoting the expectations of the members to act in the best interest of the University and ASI.

C) Funding Eligibility

1. **General Requirements:** All student organizations seeking funding must be recognized by the University. Student organizations seeking funding must be open to membership to all CI students, regardless of race, color, religion, nationality, gender, national origin, age, disability, sexual orientation, economic status, marital status, veteran status, GPA or parenthood. ASI provides funding for programs, initiatives and services that seek to benefit the CI student body.
2. **Athletic Organizations:** The BASC shall not fund any sports club, as they may receive funding from the recreation and athletic fee.

3. Academic Departmental Organizations: An academic departmental organization may be considered for funding unless any of the following apply:
 - i. Students receive academic credit for membership.
 - ii. Membership is limited to students from specific departments.
 - iii. The organization's primary purpose is to help students attain professional degree status.
 - iv. The organization's primary purpose is to help students attain an internship, scholarship or employment.
 - v. The organization has selective membership.
4. ASI funds cannot be used for events/requests connected to academic course requirements.
5. Political Organizations: Organizations will not be considered for funding to advance any candidate or ballot issue in an off-campus election, or to finance off-campus lobbying or political activities of non-students.
6. Ineligible Organizations: An organization which, under these guidelines is ineligible for general operational funds may request funds from the BASC to support specific on-campus cultural, social, recreational or informational activities and events that are open to all members of the community and do not violate any of the restrictions herein.

D) Funding Timeline

1. Annual Budgets
 - i. Campus organizations must request their annual ASI budget during the spring semester (for the upcoming fiscal year starting July 1st). At the start of the spring semester, the ASI Office will provide a detailed timeline which includes mandatory meetings, form deadlines, presentation schedules and BASC meetings.
2. Special Requests
 - i. Campus organizations can make special requests during the fiscal year by contacting the ASI Vice Chair/BASC Chair. All requests must adhere to BASC procedure guidelines.

E) Funding Restrictions

1. No organization shall assume that because the BASC financially supported their activity/event in the past that they are entitled to future financial support. All requests must have appropriate documentation (e.g. quotes, past invoices, past event assessments, etc). Each request will be considered individually. Funds for on-campus programs will be given priority over off-campus programs. The purpose of this provision is to enhance CI student involvement on campus.

2. **Food:** Food may ONLY be purchased with ASI funds in the following situations:
 - i. It is part of contractual obligations,
 - ii. It is a critical part of the program (the critical factors of programs are assessed by the BASC on an individual basis).
 - iii. It is an important aspect of the co-curricular education of the program/event and enhances the mission of the University.
 - iv. Meetings or retreats scheduled to last four consecutive hours or more and overlaps the normal breakfast/lunch/dinner hour.
 - v. It is open and advertised to all CI students.
 - vi. Food may NOT be purchased with ASI funds when used as a promotional tool.
3. **Awards and Honoraria:**
 - i. The BASC will fund awards/honoraria that are open for receipt to the entire student body.
 - ii. Items that the IRS considers cash or a cash equivalent or those that are considered taxable income cannot be paid for or reimbursed by ASI. Cash and cash equivalent includes items such as gift certificates or gift cards, cash, or checks. Items that are valued at more than \$50 are not considered de minimis, and under IRS code are considered taxable income.
4. **Travel and Registration:**
 - i. Per the ASI Risk Management Policy, the BASC will fund travel and registration for ASI employees and ASI Entities only.
5. **Equipment:**
 - i. ASI will not fund equipment which can be borrowed or obtained through University resources. All equipment that can be reused such as: cameras, computers, electronics, machinery, etc must be stored in the Student Union and will be the property of ASI. The requester of the equipment will have first right of use.

F) Ineligible Funding:

1. ASI will not fund a request that does not enhance the mission of the University and ASI, as well as tie directly to the purpose of the organization.
2. ASI will not fund a request that is not open, advertised, and accessible to the entire student body.
3. ASI will not fund any expenditure in violation of the Operating Agreement between the Board of Trustees and ASI.
4. ASI will not fund partisan political events, campaigns, or ballot issues.
5. ASI will not fund material that is slanderous, libelous, or discriminatory.
6. ASI will not fund the purchase or distribution of illegal substances, alcohol, tobacco products, or weapons.
7. ASI will not fund clubs or organizations that infringe upon students' rights or well-being.
8. Club officers, officials, or members may not personally derive any benefit or gain, or receive preferential treatment related to the purchase of equipment, supplies, or services for their club or organization.

G) Year End Balances:

1. ASI funding that is not utilized in the fiscal year will revert back to ASI reserves.
2. If an organization goes over their allotted ASI budget, the discrepant funds will be deducted from the organization's other source of funds and/or their allocation for the following fiscal year.

H) Annual Report:

1. On the Friday before pre-finals week of the spring semester, each ASI funded organization will be expected to provide the BASC with an annual report noting how their ASI funds were utilized and an assessment of each event/initiative including attendance, learning outcomes, suggestions for future similar events, and how their events/initiatives met the University and their organization mission statements.
2. In order to maintain accurate records, ASI has the right to verify all funded organizations' account activity which includes but is not limited to profit and loss statements, price quotes, receipts, check requests and invoices.
3. Organizations who fail to meet this expectation will be ineligible for future funding allocations.

I) Violation of Funds:

1. All funds must be spent in accordance with written policies and procedures of ASI and the University. It is the responsibility of those Individuals given authority to spend to use the proper purchasing methods, submit receipts timely and ensure that funds are not over-expended. Reviews will be done quarterly to ensure that expenses are recorded appropriately and timely.

2. A funding violation occurs when an organization uses funds allocated by the BASC for ineligible spending described in Article V. Violations of this procedure shall be determined by the BASC. The BASC Chair will notify the organization if it is determined that a violation of the ASI Budget Allocation and Spending process has occurred. The BASC may place sanctions on current and/or future funds (e.g. freezing current funds, suspending future funds, and/or reimbursement to ASI). An organization may appeal the BASC decision using the appeals process described in Section B.2.

J) Fiscal Year:

1. Funds enter the organization's account at the beginning of the fiscal year, which begins July 1st and remain in the account until June 30th of the following year; student organizations and ASI Entities may access their funds once registered with CI Student Leadership Programs.

(Tear here and turn in with Budget Packet)

By signing below, I acknowledge that I read and understand the procedures set forth in the BASC process.

Area/Organization Name

Requester Name

(Signature)

(Date)

Approver Name
(Supervisor or Advisor)

(Signature)

(Date)

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Secretary of State
State of California

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RESTATED ARTICLES OF INCORPORATION
OF
ASSOCIATED STUDENTS OF CALIFORNIA STATE UNIVERSITY,
CHANNEL ISLANDS, INC.

The undersigned certify that:

1. They are the Chair of the Board and Secretary, respectively, of ASSOCIATED STUDENTS OF CALIFORNIA STATE UNIVERSITY, CHANNEL ISLANDS, INC., a California nonprofit public benefit corporation.
2. The Articles of Incorporation are hereby amended and restated to read as follows:

ONE: The name of the Corporation is ASSOCIATED STUDENTS OF CALIFORNIA STATE UNIVERSITY, CHANNEL ISLANDS, INC.

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

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

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

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

FILED
Secretary of State
State of California
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RESTATED ARTICLES OF INCORPORATION

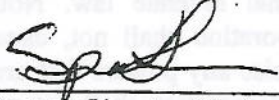
b) All Corporate property is irrevocably dedicated to the purposes set forth in Article THREE, above. No part of the net earnings of this Corporation shall inure to the benefit of any of its directors, trustees, officers, private shareholders, or to individuals.

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

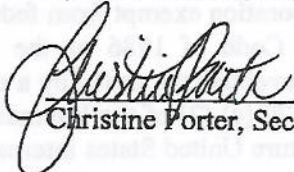
3. The foregoing amendment and restatement of Articles of Incorporation has been duly approved by the Board of Directors.
4. The corporation has no members.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

DATE: 2-27-13



Spencer Keaster, Chair of the Board



Christine Porter, Secretary