OPERATING AGREEMENT
BETWEEN CALIFORNIA STATE UNIVERSITY
AND ASSOCIATED STUDENTS OF SONOMA STATE UNIVERSITY

This agreement is made and entered into by and between the Trustees of the California State University by their duly qualified Chancellor (CSU) and Associated Students of Sonoma State University (Auxiliary) serving Sonoma State University (Campus). The term of this agreement shall be July 1, 2017 through June 30, 2022. (5 Year Term unless sooner terminated as herein provided. This 5 year period only may be extended for financing or leasing purposes, and with the written approval of the CSU.)

1. PURPOSE

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

2. PRIMARY FUNCTION OF THE AUXILIARY

In consideration of receiving recognition as an official CSU auxiliary organization, Auxiliary agrees, for the period covered by this agreement, that the primary function(s), which the Auxiliary is to manage, operate or administer is/are:

Student Body Organization

In carrying out the above, the Auxiliary engages in the following functions authorized by, CCR tit.5, §42500, which are activities essential and integral to the educational mission of the University:

1. Student Body Organization Programs, which includes the operation of an early childhood education center
2. Loans, Scholarships, Grants-in-Aids, Stipends, and Related Financial Assistance
3. Externally Funded Projects Including Research, Workshops, Conferences and Institutes as specified in 5 CCR (California Code of Regulations) 42500
   a. Auxiliary will ensure that all proposals for external funding are reviewed by the President or designees to provide programmatic and fiscal written approval in accordance with CSU systemwide policy, ICSUAM 11002.01 (formerly EO 890)
4. Administer student organization funds as an agent for the University

Auxiliary agrees to receive and apply exclusively the funds and properties coming into its possession toward furthering these purposes for the benefit of CSU and the Campus. Auxiliary further agrees that it shall not perform any of the functions listed in CCR tit.5, §42500 unless the function has been specifically assigned in
this operating agreement with the Campus. Prior to initiating any additional functions, Auxiliary understands and agrees that CSU and Auxiliary must amend this agreement in accordance with Section 18.

3. **CAMPUS OVERSIGHT AND OPERATIONAL REVIEW**

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

The Campus shall review Auxiliary to ensure that the written operating agreement is current and that the activities of Auxiliary are in compliance with this agreement at least every five (5) years from the date the operating agreement is executed and at least every five years thereafter. Confirmation that this review has been conducted will consist of either an updated operating agreement, or a letter from the Campus chief financial officer or designee to the Campus President with a copy to the Chancellor’s Office, certifying that the review has been conducted. As part of these periodic reviews, the Campus President should examine the need for each auxiliary and look at the efficiency of the auxiliary operation and administration.

Auxiliary agrees to assist the Campus chief financial officer or designee in carrying out the compliance and operational reviews required by applicable CSU Executive Orders and related policies.

4. **ADDITIONAL CONDITIONS**

   A. Auxiliary agrees to maintain its organization and to operate in accordance with all applicable regulations and policies of State, Chancellor, and Sonoma State University.

   B. The auxiliary agrees to adopt the fiscal and logistical practices, processes, procedures, and policies of Sonoma State University in their entirities.

   C. The Auxiliary agrees to reimburse the University for all University services performed by University employees for the benefit of the Auxiliary organization.

5. **OPERATIONAL COMPLIANCE**

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

6. **CONFLICT OF INTEREST**

No officer or employee of the CSU shall be appointed or employed by Auxiliary if such appointment or employment would be incompatible, inconsistent or in conflict with his or her duties as a CSU officer or employee.
Auxiliary has established and will maintain a conflict of interest policy. The Auxiliary’s Conflict of Interest Policy is attached as Attachment 1.

7. **EXPENDITURES AUGMENTING CSU APPROPRIATIONS**

Auxiliary does not have expenditures for public relations or other purposes which would serve to augments appropriations for CSU operations.

8. **FISCAL AUDITS**

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

The Campus chief financial officer (CFO) shall annually review, and submit a written evaluation to the Chancellor’s Office in accordance with Section 17, Notices, of the external audit firm selected by the Auxiliary. This review by the Campus CFO must be conducted prior to the Auxiliary engaging an external audit firm and annually thereafter. If the Auxiliary has not changed audit firms, and the audit firm was previously reviewed and received a satisfactory evaluation, a more limited review may be conducted and submitted.

9. **USE OF NAME**

Campus agrees that Auxiliary may, in connection with its designated functions as a CSU auxiliary organization in good standing and this agreement, use the name of the Campus, The Campus logo, seal or other symbols and marks of the Campus, provided that Auxiliary clearly communicates that it is conducting business in its own name for the benefit of Campus. All correspondence, advertisements, and other communications by Auxiliary must clearly indicate that the communication is by and from Auxiliary and not by or from CSU or Campus.

Auxiliary shall use the name of Campus, logo, seal or other symbols or marks of Campus only in connection with services rendered for the benefit of Campus and in accordance with Campus guidance and direction furnished to Auxiliary by Campus and only if the nature and quality of the services with which the Campus name, logo, seal or other symbol or mark are used are satisfactory to the Campus or as specified by Campus.

Campus shall exercise control over and shall be the sole judge of whether Auxiliary has met or is meeting the standards of quality of the Campus for use of its name, logo, seal or other symbol or mark.

Auxiliary shall not delegate the authority to use the Campus name, logo, seal or other symbol or mark to any person or entity without the prior written approval of the Campus President or designee. Auxiliary shall cease using the Campus name, logo, seal or other symbol or mark upon expiration or termination of this agreement, or if Auxiliary ceases to be a CSU auxiliary organization in good standing or dissolves.

10. **CHANGE OR MODIFICATION OF CORPORATE STATUS**

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

11. **FAIR EMPLOYMENT PRACTICES**
In the performance of this agreement, and in accordance with California Government Code §12900 et. seq., Auxiliary shall not deny employment opportunities to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status. Auxiliary shall adopt employment procedures consistent with the policy statement on nondiscrimination and affirmative action in employment adopted by the CSU.

12. 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, CCR tit.5, §42600. Auxiliary agrees to maintain this provision as part of its Constitution or Articles of Incorporation. In the event Auxiliary should change this provision to make other dispositions possible, this agreement shall terminate as of the date immediately preceding the date such change becomes.

13. USE OF CAMPUS FACILITIES

Auxiliary may use those facilities identified for its use in a lease agreement executed between Campus and Auxiliary. If this Operating Agreement terminates or expires and is not renewed within 30 days of the expiration, the lease automatically terminates, unless extended in writing by the parties.

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

14. DISPOSITION OF NET EARNINGS

Auxiliary agrees to comply with CSU and Campus policy on expenditure of funds including, but not limited to, CSU guidelines for the disposition of revenues in excess of expenses and CSU policies on maintaining appropriate reserves. Cal. Educ. Code §89904; Executive Order 1059.

15. ACCEPTANCE, ADMINISTRATION, AND USE OF GIFTS

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

A. Authority to Accept Gifts

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

Auxiliary agrees, before accepting gifts of real estate or gifts with any restrictive terms or conditions that impose an obligation on CSU or the State of California to expend resources in addition to the gift, to
obtain written approval from the appropriate campus authority. Auxiliary agrees that it will not accept a gift that has any restriction that is unlawful.

B. Reporting Standards

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

16. INDEMNIFICATION

Auxiliary agrees to indemnify, defend and save harmless the CSU, its officers, agents, employees and constituent campuses and the State of California, collectively “CSU indemnified parties” from any and all loss, damage, or liability that may be suffered or incurred by CSU indemnified parties, caused by, arising out of, or in any way connected with the operation of Auxiliary as an auxiliary organization.

17. INSURANCE

Auxiliary shall maintain insurance protecting the CSU and Campus as provided in this section. CSU’s Systemwide Office of Risk Management shall establish minimum insurance requirements for auxiliaries, based on the insurance requirements in Technical Letter RM 2012-01 or its successor then in effect. Auxiliary agrees to maintain at least these minimum insurance requirements.

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

18. 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 Sonoma State University
1801 E. Cotati Ave.
Rohnert Park, CA 94928
Attn: Executive Director

Notice to the CSU shall be addressed to:

Trustees of the California State University
401 Golden Shore
Long Beach, California 90802
Attention: Director, Contract Services & Procurement
Notice to the Campus shall be addressed as follows:

Office of the President
Sonoma State University
1801 E. Cotati Ave.
Rohnert Park, CA 94928

19. AMENDMENT

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

20. RECORDS

Auxiliary shall maintain adequate records and shall submit periodic reports as required by CSU showing the operation and financial status of Auxiliary. The records and reports shall cover all activities of Auxiliary whether pursuant to this agreement or otherwise.

21. TERMINATION

CSU may terminate this agreement upon Auxiliary’s breach of or failure to comply with any term of this agreement by providing Auxiliary with a minimum of ninety (90) days advance written notice. Auxiliary may use the ninety-day advance notice period to cure the breach. If, in the judgment of CSU, the breach has been cured, the termination notice will be cancelled.

22. REMEDIES UPON TERMINATION

Termination by CSU of this agreement pursuant to Section 20, Termination, may result in Auxiliary’s removal, suspension or probation as a CSU auxiliary in good standing, and loss of any right for Auxiliary to use the name, resources or facilities of CSU or any of its campuses.

Upon expiration of the term of this agreement, the parties shall have 30 days to enter into a new operating agreement which period may be extended by written mutual agreement.
23. SEVERABILITY

If any section or provision of this Agreement is held illegal, unenforceable or in conflict with any law by a court of competent jurisdiction, such section or provision shall be deemed severed and the validity of the remainder of this Agreement shall not be affected thereby.

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

Approved: ____, 201_

Sonoma State University
By ________________
President

Executed on __/__/201_

Associatd Students of Sonoma State University
By ________________
President, Chief Executive Officer

Executed on 6/29, 2017

California State University
Office of the Chancellor
Contract Services and Procurement
By ________________
BYLAWS OF
ASSOCIATED STUDENTS OF
SONOMA STATE UNIVERSITY,
A CALIFORNIA NONPROFIT PUBLIC BENEFIT CORPORATION

MISSION STATEMENT

The mission of Associated Students (AS) is to enrich the lives of Sonoma State University students. This mission is realized through two distinct roles. First, AS promotes student interests through advocacy and representation. Second, as a corporation owned and governed by students for students, AS supports and sponsors a variety of programs, services, clubs and organizations. AS encourages opportunities to enhance the development of students through leadership participation, community service, social interaction and the development of individual attitudes and values.

ARTICLE I
GENERAL PROVISIONS

Section 1  Name of the Organization. The name of the organization is the Associated Students of Sonoma State University, and shall be referred to throughout these Bylaws as AS.

Section 2  Legal Standing of AS. The AS is a student body organization and an auxiliary organization as defined in the California Education Code. The AS is organized and operated pursuant to the provisions of the California Education Code and regulations adopted by the Trustees of the California State University (Trustees) contained in Title 5 of the California Code of Regulations.

(a) The AS is a nonprofit public benefit corporation, which is organized and operated pursuant to the California Nonprofit Public Benefit Corporate Law.

Section 3  Oversight by the University. The President of Sonoma State University (herein referred to as “University”) is responsible for the educational effectiveness, academic excellence, and general welfare of the University. As a student body organization and an auxiliary organization at the University, AS recognizes that it is an integral part of the University and is subject to the oversight and authority of the University President. AS agrees to conduct its operation in accordance with guidelines and policies established by the Trustees and the University President.

Section 4  Supremacy of AS Bylaws. All codes and policies of the AS shall be, in form and interpretation, consistent with these Bylaws.

Section 5  Interpretation of AS Bylaws. To the extent possible, these Bylaws shall be interpreted so as to be consistent with applicable law, including the California Corporations Code, California Education Code and California Code of Regulations, Title 5. In the event that a provision of these Bylaws cannot be construed consistently with applicable law, such provisions shall be severed from the remainder of the Bylaws and considered to be of no force and effect. Such action shall not affect the remainder of these Bylaws, which shall remain in full force and effect.

[Signature]
Executive Vice-President Rachel McCloskey, AS Corporate Secretary date
Section 6  Principle Office. The principle office of the AS is located in the Sonoma State Student Center on the campus of the University.

ARTICLE II  
MEMBERSHIP

Section 1  One Class of Members. The AS shall have only one class of members within the meaning of Section 5056(a) of the California Corporations Code. Members shall be limited to individuals regularly admitted and enrolled as matriculating students at the University. Faculty, staff, and non-student employees of the University or University auxiliaries are not members, unless they are also regularly admitted and enrolled as matriculating students at the University.

(a) Non-Discrimination. AS does not discriminate in its membership on the basis of race, color, sex, religion, national origin, ethnic group identification, sexual orientation, marital status, pregnancy, age, physical or mental disability, medical condition or veteran status.

Section 2  Term of Membership. Membership shall commence on the first day of the semester for which the member was admitted and enrolled as a matriculating student by the University, and shall end immediately prior to the first day of the next academic semester, unless renewed by continuing admission and enrollment at the University. If a member’s admission and enrollment as a matriculating student at the University is terminated during an academic semester, membership in AS is immediately terminated.

Section 3  Honorary Membership in AS. By resolution, the AS Senate may confer honorary memberships, as it deems appropriate, upon any class or classes of persons. Honorary membership may carry some or all of the rights of a member under the California Nonprofit Public Benefit Corporation Law other than the right to vote:

(a) for the election of an officer or officers; or

(b) on a disposition of all or substantially all of the AS; or

(c) on a merger; or

(d) on a dissolution; or

(e) on changes to AS’s Articles of Incorporation or Bylaws.

Section 4  Membership Not Transferable. Membership in AS is not transferable.

Section 5  Membership Fees. The ability to generate a fee for membership is established by the California Education Code and the California Code of Regulations, Title 5, and may be changed as provided by law. The University shall collect the membership fee at the time of registration, except as otherwise provided by the law. Once paid, the membership fee is non-refundable, except as noted by University policy, even if membership in AS is subsequently terminated.
Section 6  Rights and Privileges of Membership. Only members are entitled to vote, call for Special Elections, be appointed or elected as Officers, be appointed as an AS delegate to a committee, inspect corporate books and records, and otherwise exercise the rights of a member under the California Corporations Code. Honorary members have no rights or privileges of membership other than those granted to them by the AS Senate, at its sole discretion.

ARTICLE III
OFFICERS OF AS

Section 1  Elected Executive Officers shall be:

(a) President;

(b) Executive Vice-President;

(c) Vice-President of Finance.

Section 2  Qualifications for Executive Officers.

(a) Qualifications in General. Each person seeking to become or to remain as an Executive Officer of AS must be a member of AS.

(b) Academic Qualifications. Each person seeking to become or remain an Executive Officer of AS must comply with academic requirements established by the Trustees and the University President, as well as maintain a minimum 2.5 cumulative GPA. Under extraordinary circumstances, the University President in his/her discretion may make an exception to these requirements.

(c) Election of Elected Executive Officers. The Executive Officers shall be elected by an absolute majority vote of the members voting at the duly held Annual Spring Election conducted in accordance with these Bylaws and the Sonoma State Elections Code.

Section 3  Term of Office for Elected Executive Officers.

(a) Ordinary Term of Office. The term of office for Executive Officers shall be one year, commencing at a Senate meeting held the last week of instruction in the spring semester and ending at a Senate meeting held the last week of instruction in the spring semester the following year.

(b) Successive Terms. Executive Officers shall be entitled to seek election and hold office for successive terms of office.

Section 4  Elected Senators shall be:

(a) School Senators

(i) One (1) Senator from the School of Arts & Humanities

(ii) One (1) Senator from the School of Business & Economics

Executive Vice-President Rachel McCloskey, AS Corporate Secretary date
(iii) One (1) Senator from the School of Social Sciences;
(iv) One (1) Senator from the School of Science & Technology
(v) One (1) Senator from the School of Education

(b) Special Interest Senators
(i) Community Affairs Senator
(ii) Diversity Senator
(iii) Involvement Senator
(iv) Student Services Senator
(v) Sustainability Senator
(vi) Undeclared Senator

Section 5 Qualifications for School Senators.

(a) Qualifications in General. All persons seeking to become or remain a School Senator must be a member of AS. All persons seeking to become or remain a School Senator must be majoring in the Academic School, which that member(s) seeks to represent on the AS Senate.

(b) Academic Qualifications. Each person seeking to become or remain a School Senators must comply with academic requirements established by the Trustees and the University President, as well as maintain a minimum 2.5 cumulative GPA. Under extraordinary circumstances, the University President in his/her discretion may make an exception to these requirements.

(c) Election of School Senators. The School Senators shall be elected by a majority of the members majoring within the same Academic School as the Senator voting at the duly held Annual Spring Election conducted in accordance with these Bylaws and the Sonoma State Elections Code.

Section 6 Qualifications for Special Interest Senators

(a) Qualifications in General. All persons seeking to become or remain a Senator must be a member of AS.

(b) Academic Qualifications. Each person seeking to become or remain a Senator must comply with academic requirements established by the Trustees and the University President, as well as maintain a minimum 2.5 cumulative GPA. Under extraordinary circumstances, the University President in his/her discretion may make an exception to these requirements.
(c) **Election of Senators.** The Senators shall be elected by an absolute majority vote of the members voting at the duly held Annual Spring Election conducted in accordance with these Bylaws and the Sonoma State Elections Code.

**Section 7** Term of Office for Senators.

(a) **Ordinary Term of Office.** The term of office for Senators shall be one year, commencing at a Senate meeting held the last week of instruction in the spring semester and ending at a Senate meeting held the last week of instruction in the spring semester the following year.

(b) **Successive Terms.** Senators shall be entitled to seek election and hold office for successive terms of office.

**Section 8** Appointed Executive Officers:

(a) **Qualifications in General.** Each person seeking to become or to remain as an Appointed Executive Officer of AS must be a member of AS.

(b) **Academic Qualifications.** Each person seeking to become or remain an Appointed Executive Officer of AS must comply with academic requirements established by the Trustees and the University President, as well as maintain a minimum 2.5 cumulative GPA. Under extraordinary circumstances, the University President in his/her discretion may make an exception to these requirements.

(c) **Selection of Appointed Executive Officers.** The Appointed Executive Officer shall be interviewed by the appropriate body, appointed by the AS President and approved by a two-thirds (2/3) vote of the AS Senate.

(d) **Term of Office for The Appointed Executive Officer.** The term of office for an Appointed Executive Officer shall be one year, commencing on June 1st.

**Section 9** Appointed Officers:

(a) **Qualifications in General.** Each person seeking to become or to remain as an Appointed Officer of AS must be a member of AS.

(b) **Academic Qualifications.** Each person seeking to become or remain an Appointed Officer of AS must comply with academic requirements established by the Trustees and the University President, as well as maintain a minimum 2.5 cumulative GPA. Under extraordinary circumstances, the University President in his/her discretion may make an exception to these requirements.

(c) **Selection of Appointed Officer.** The Appointed Officer shall be interviewed by the appropriate body, appointed by the AS President and approved by a two-thirds (2/3) vote of the AS Senate.

(d) **Term of Office for Appointed Officer.** The term of office for Appointed Officers shall be one year, commencing on June 1st.
Section 10  Holding More Than One Office. One person may not concurrently hold more than one appointed or elected office.

(a) Employees of AS. A member who is an employee of AS may not hold an officer position, as defined in this section, or other appointed position for which remuneration is given.

Section 11  Remuneration of Officers. Officers shall receive remuneration, as established by the AS Senate upon recommendation of the AS Personnel Committee. Any increase or decrease in such remuneration recommended by the AS Personnel Committee, and approved by the AS Senate, shall not become effective until the date of transition for the incoming session of the AS Senate following approval.

(a) Status of Officers. All categories of officers are not employees of the corporation. All officers are classified as statutory non-employees.

ARTICLE IV
MEMBERSHIP ELECTIONS

Section 1  Member Voting Rights. On each matter submitted to a vote of the members, each member shall be entitled to cast one vote. Cumulative voting shall not be permitted.

Section 2  Annual Spring Election Instead of Regular Membership Meeting. Due to the nature of AS, an annual meeting of members is not routinely held. Instead, all regular business, which needs to be conducted by members on an annual basis, including the election of Officers, is handled by an annual general election of members held each Spring Semester (“Annual Spring Election”).

Section 3  Action by Election Instead of Membership Meeting. Except as otherwise determined by the AS Senate, or as provided for by law, any matter or issue requiring the vote of the members, including the election of Officers, shall be submitted for vote by ballot held pursuant to these Bylaws and the Sonoma State University Elections Code.

Section 4  Requirements for Election by Ballot.

(a) The Sonoma State University Elections Code shall determine all election specifics other than those mentioned in this document;

(i) The Sonoma State University Elections Code shall be a shared document of the AS, and the University. Approval by these two bodies is required for any changes or amendments to the document.

(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.

(c) Calculation of AS Membership. For purposes of this Section, AS Membership shall be the number of persons regularly admitted and enrolled as matriculating students at the University during the fifth week of the academic semester immediately prior to the academic semester in which the election is to be held (“AS Membership”). For the Annual
Spring Election, AS Membership shall be determined during the fifth week of Fall semester.

(d) **Voting Requirements.** The affirmative vote of a simple majority of the members voting in the election shall be the act of the members, unless the vote of a greater number of member(s) is required by these Bylaws.

(e) **Membership Fee Election.** Any election involving the establishment or alteration of membership fees for AS shall follow all guidelines set forth in the California Education Code and the California Code of Regulations, Title 5 and any policy adopted by CSU Trustees or University President.

**ARTICLE V**

**AS SENATE**

**Section 1**  
**AS Senate.** The AS Senate shall be the sole governing body of the AS.

**Section 2**  
**Composition of the AS Senate.** The AS Senate shall be comprised of voting members, liaisons and advisors. Voting members shall be the Senators from each of the Academic Schools, Special Interest Senators and Executive Officers, as determined below:

(a) **Voting Members**

(i) President;

(ii) Executive Vice-President (chair of the board);

(iii) Vice-President of Finance;

(iv) One (1) Senator from the School of Business & Economics;

(v) One (1) Senator from the School of Arts & Humanities;

(vi) One (1) Senator from the School of Social Sciences;

(vii) One (1) Senator from the School of Science & Technology;

(viii) One (1) Senator from Undeclared Majors;

(ix) One (1) Senator from the School of Education;

(x) One (1) Senator for Community Affairs;

(xi) One (1) Senator for Diversity;

(xii) One (1) Senator for Involvement;

(xiii) One (1) Senator for Student Services;
(xiv) One (1) Senator for Sustainability;

(b) Liaisons to the AS Senate shall consist of:
   (i) University President’s Designee;
   (ii) Academic Senate’s Designee;

(c) Advisors to the AS Senate shall consist of:
   (i) AS Executive Director;
   (ii) AS Student Government Coordinator.

Section 3 Duties and Responsibilities of the AS Senate. All members of the AS Senate shall strive to act in, and represent the best interests of the student body of Sonoma State University and the organization of the Associated Students.

(a) Duty of Good Faith. All members of the AS Senate shall perform his/her duties in good faith, in a manner which he or she believes to be in the best interest of AS and its members, and with such care, including reasonable inquiry, as an ordinary prudent person in a like position would use under similar circumstances.

(b) Reliance on Others. All members of the AS Senate may rely on information, opinions, reports or statements prepared or presented by the persons listed below, so long as he/she acts in good faith, after reasonable inquiry, and without knowledge that reliance on such persons is unwarranted:
   (i) Officers or employees of AS who are believed to be reliable and competent in the matters presented;
   (ii) Professional advisors (including legal counsel, independent accountants, University or Foundation employees serving as advisors and/or representatives, etc.) who is believed to be acting on matters within such person’s professional competence or expertise;
   (iii) Ad Hoc committees, or committees which members of the AS Senate believe to merit confidence on a matter within its designated authority.

(c) Avoidance of Liability. A person who performs the duties of a member of the AS Senate in accordance with this section shall have no liability based upon any alleged failure to discharge the person’s obligations, including without limitations any acts or omissions which exceed or defeat a public or charitable purpose to which AS or its assets are dedicated.
Section 4 Authority of the AS Senate.

(a) General Powers. Subject to the provisions of applicable law or these Bylaws relating to actions requiring approval of the Members, the activities and affairs of AS shall be conducted and all corporate powers shall be exercised by or under the direction of the AS Senate. The AS Senate may delegate management activities in consultation with the Executive Director to any person or persons, provided that all corporate powers and ultimate management responsibility shall continue to be exercised by the AS Senate.

(b) Specific Powers. Without limiting the authority of the AS Senate as set forth above, the AS Senate shall be responsible for the following:

(i) Supervising and directing the affairs, properties and operations of AS;

(ii) Approving the annual budget and budget revision of AS, and all AS financial policies;

(iii) Expressing the will, opinion or intent of the Associated Students of Sonoma State University;

(iv) Hearing reports from standing boards and committees;

(v) Providing for an annual audit of AS’s books and records;

(vi) Ensuring that AS elections are held in accordance with the Sonoma State University Elections Code;

(ix) Adopting guidelines for the funding of student organizations and activities at the University;

(viii) Serving as the Board of Directors of the Corporation.

Section 5 Committees and Boards. The AS Senate shall have standing Committees and Boards.

(a) Committees are created to investigate and evaluate matters before the AS Senate.

(i) Standing Committees shall have no authority to take action on any matter, but may make recommendations for action to the AS Senate.

(ii) Each standing Committee shall contain at least one elected officer, who shall be a voting member of the Committee.

(iii) Each standing Committee’s specific duties shall be outlined in code section.

(b) Boards are created to conduct the affairs and business of AS programs.

(i) Boards shall have authority to take action on items and business as outlined in their Board codes.
(ii) Membership and procedures of standing boards shall be determined by the Board codes.

(e) The following standing Committees and Boards are currently in existence:

(i) Corporate Affairs Board;

(ii) Legislative Affairs Board;

(iii) University Affairs & Outreach Board;

(iv) Personnel Committee.

(d) Creation of Committees. The AS Senate may, by simple majority vote of the members of the AS Senate present at a duly held meeting, create one or more committees to investigate and evaluate matters before the AS Senate and to make recommendations to the AS Senate for action on those matters.

(i) Creation of Ad Hoc Committees. The Executive Vice-President, or any Senate Member, may request establishment of an Ad Hoc Committee; the Executive Vice-President may, at his/her discretion, appoint Ad Hoc committees of the AS Senate to investigate and report on issues as necessary. The make-up and appointments to committees shall be at the sole discretion of the Executive Vice-President. These committees shall have no authority to take action on any matter, but may make recommendations for action to the AS Senate.

(e) Delegation of Authority by the AS Senate. The AS Senate may delegate the authority of the Senate only to a committee composed solely of voting members of the AS Senate. The following cannot be delegated to such a committee as per section 5121 of the law:

(i) The fixing of remuneration of Officers for serving on the AS Senate or on any Board or Committee;

(ii) The amendment or repeal of Bylaws or the adoption of any new Bylaws;

(iii) The amendment or repeal of any resolution of the AS Senate, which by its express terms is not so amenable or repealable;

(iv) The appointment of other committees of the AS Senate or members thereof;

(v) The approval of any self-dealing transaction, as such transactions are defined in Section 5233(a) of the California Nonprofit Public Benefit Corporation Law.
ARTICLE VI
SENATE MEETINGS

Section 1 Regular Meetings of the AS Senate. Regular meetings of the AS Senate shall be held at least on a monthly basis during the Fall and Spring semesters. However, no regular meetings shall be held during the week of final exams unless called by the Executive Vice-President. The meetings shall be held at a regularly scheduled campus location.

(a) Required Meeting. The AS Senate must meet the last week of instruction for the spring semester of each year. At this meeting the Senate will transition from one session to the next.

Section 2 Special Meetings of the AS Senate. The Executive Vice-President may call special meetings of the AS Senate at any time.

Section 3 Open Meeting Requirements. All AS Senate meetings, as well as those of its boards and committees are conducted in accordance with the Gloria Romero Open Meeting Act of 2000.

Section 4 Quorum and Voting Requirements. Quorum for the AS Senate meetings shall be two-thirds (2/3) of the voting members then in office.

(a) Acts of the AS Senate in General. Every act or decision done or made by a simple majority vote of the voting Senate members present at a duly held Senate meeting at which quorum is present is the act of the AS Senate, except otherwise provided by these Bylaws.

(i) For purpose of this section, a voting member of the AS Senate is not considered to be present at the meeting if the member disqualifies himself/herself from discussing or voting on a matter before the Senate due to a conflict of interest as defined in these Bylaws.

(ii) A meeting at which a quorum is initially present may continue to transact business notwithstanding the withdrawal of voting members, if any action taken is approved by at least a majority of the required quorum for that meeting, or a greater number required by these Bylaws.

(b) Transactions Requiring a Two-Thirds (2/3) Vote of Senate Members in Office. The following acts require a two-thirds vote of the AS Senate members in office in order to be effective:

(i) Adopting, repealing, or amending the Bylaws;

(ii) Removing Officers from office;

(iii) Approving appointments to fill vacant positions of Senators;

(iv) Approving appointments to fill vacant positions of Executive Officers, other than President;

[Signature]
Executive Vice-President Rachel McCloskey, AS Corporate Secretary
(v) Reconsidering an act of the AS Senate;
(vi) Approving the annual schedule of meetings.

Section 5

Notification of Advisors and Liaisons. The following Advisors and Liaisons to the AS Senate, as set forth below, are entitled to the same notice and right to attend meetings of the AS Senate, Boards and Committees as the voting members, including the right to attend closed sessions unless otherwise determined by the acting Administrative Officer of the AS Senate:

(a) University President or Designee;
(b) AS Executive Director or Designee;

Section 6

Notification of Faculty Liaison. The following Liaison to the AS Senate, as set forth below, are entitled to the same notice and right to attend meetings of the AS Senate as the voting members, including the right to attend closed sessions unless otherwise determined by the acting administrative officer of the AS Senate.

(a) Academic Senate’s designee

ARTICLE VII
EXECUTIVE OFFICERS

Section 1

Duties of Elected Executive Officers.

(a) Duties of The President. The President shall be the chief executive officer of AS and shall, subject to the control of the AS Senate, have general supervision, direction and control of AS. The President shall have the general power and duties of management usually vested in the office of president of a corporation, together with such other powers and duties as may be prescribed by the AS Senate and the bylaws, including:

(i) Representing the members and the AS itself to all persons and organizations within and outside the University;

(ii) Advocating the student perspective on issues that affect the quality of student life, including but not limited to the quality of education, student rights, student life, and campus issues;

(iii) Serving as a voting member of the AS Senate;

(iv) Supervising and delegating the day to day management duties of the corporation to the AS Executive Director;

(v) The AS President shall be responsible for all duties as articulated in the President’s Duties and Responsibilities code as passed by the AS Senate.
(b) **Duties of the Executive Vice President.** The Executive Vice-President (also known as the Chair of the Board) shall have the following duties and responsibilities:

(i) Serving as AS President in the temporary absence of the AS President;

(ii) Advocating the student perspective on all issues that affect the quality of student life, with a primary focus on academic affairs and the quality of education;

(iii) Serving as the chair of the AS Senate, and voting only to make or break a tie;

(iv) Call special and emergency meetings of the AS Senate;

(vi) The AS Executive Vice-President shall be responsible for all duties as articulated in the Executive Vice-President’s Duties and Responsibilities code as passed by the AS Senate.

(c) **Duties of the Vice-President of Finance.** The AS Vice-President of Finance (also known as the Chief Financial Officer) shall have the following duties and responsibilities:

(i) Keeping and maintaining accurate accounts of the properties and business transactions of the Corporation, including liabilities, receipts, disbursements, gains, losses, capital, retained earnings and other matters customarily included in financial statements;

(ii) Serving as a voting member of the AS Senate;

(iii) Serving as the Chief Financial Officer of the Corporation;

(iv) The AS Vice-President of Finance shall be responsible for all duties as articulated in the Vice-President of Finance’s Duties and Responsibilities code as passed by the AS Senate.

**Section 2**  
**Designation of Corporate Officers.** The President, Executive Vice-President and the Vice-President of Finance shall be the Corporate Officers.

**Section 3**  
**Other Officers as Required.** The AS Senate, in its discretion, may create such other subordinate Appointed Executive Officer positions as may be required by the affairs of the Organization, and may specify the term, qualifications, and duties of such Appointed Executive Officers. The AS President shall nominate, and the AS Senate shall appoint, persons to fill these positions in accordance with these Bylaws and any additional requirements specified by the AS Senate.

**ARTICLE VIII**  
**SENATORS**

**Section 1**  
**General Duties of Senators.**
Each Senator shall serve/represent the best interests of the constituents from their respective academic school(s) and/or the student body of SSU.

Each Senator shall serve as a voting member of the AS Senate.

Each Senator shall be responsible for all duties as articulated in the respective Duties and Responsibilities code as passed by the AS Senate.

Section 2

Senate Vice-Chair. The AS Senate, prior to June 1st, shall elect one of the Senators as the Senate Vice-Chair. The Senate Vice-Chair (also known as the Corporate Secretary) shall have the following duties and responsibilities:

(a) Serving as the chair of the AS Senate meeting in the temporary absence or vacancy of the Executive Vice-President with the following duties and responsibilities:

(i) Calling and conducting meetings of the AS Senate;

(ii) Serving as the administrative officer of the AS Senate.

(b) Serving as a voting member of the Interim Executive Board;

(c) Serving as a voting member of the AS Personnel Committee;

(d) Acting as Corporate Secretary, and maintaining all official corporate books and records;

ARTICLE IX
VACANCIES, RESIGNATION AND REMOVAL OF OFFICERS

Section 1

Vacancies in General. A vacancy of any office of AS shall be deemed to exist on the occurrence of any of the following:

(i) The death, resignation or removal of the Officer;

(ii) One of the Officer positions is not filled through the duly held election or selection process.

Section 2

Resignation of an Officer. Any Officer of AS may resign by giving written notice to the Executive Vice-President and AS Executive Director. The resignation shall be effective upon delivery of the notice, unless the notice specifies a later time for the effectiveness of such resignation. If the resignation is effective at a future time, a successor may be designated to take office when the resignation becomes effective.
Section 3  Removal of an Officer of AS.

(a) Removal of AS Officers by Superior Court. In accordance with applicable law, the Superior Court of Sonoma County may, remove from office any officer the court finds fraudulent or finds to have committed dishonest acts or gross abuse of discretion, relating to AS. The Associated Students of Sonoma State University shall be made a party to such action.

(b) Removal of Elected AS Officers by Recall Election. An Elected officer of AS may be removed by a vote of the members, or members from a particular academic in the case of a School Senator, at an election duly held under the authority of the SSU Elections Code.

(c) Removal of AS Officers by the AS Senate. The AS Senate shall have the power to remove an Officer of AS and declare his or her office vacant under any of the following circumstances:

(i) The Officer has neglected the duties of his or her position, as outlined in these Bylaws or the corresponding codes;

(ii) The Officer, at any time, does not meet the qualifications, as outlined in these Bylaws, CSU policy or the corresponding AS codes;

(iii) The Officer is found to be of unsound mind by a final order of court of competent jurisdiction;

(iv) The Officer is convicted of a felony by final order of a court of competent jurisdiction;

(v) The Officer has three (3) unexcused absences in their term between June 1st and Dec 31st and/or three (3) unexcused absences in their term between January 1st and May 31st.

(vi) Furthermore, Elected Officers of AS may be removed if he or she has been determined to breach a duty articulated in the California Corporations Code by final order of a court of competent jurisdiction.

(d) Process for removal by the AS Senate. The following process shall be used for the removal of any AS Officer by the AS Senate.

(i) A written request for the removal of the officer which includes citation, and rationale for use, of one of the 5 sections of Article IX, Section 3C of these Bylaws by a member of AS or the President of the University, or designee, is presented to the Executive Vice-President;

(ii) The AS Corporate Affairs Board will be called for an evidentiary hearing;

(iii) In the evidentiary hearing all persons bearing evidence in this matter will be asked to speak, as well as time for the Officer in question to address all evidence and the written request for his or her removal;
(iv) The AS Corporate Affairs Board will vote on whether there is sufficient evidence to forward this to the AS Senate for action;

(v) In the case where the AS Corporate Affairs Board determines enough evidence is present to continue, the AS Senate will have on its agenda, at the first available meeting following the evidentiary hearing, a discussion item in which the Executive Vice-President and Executive Director, will share the written request removal, the evidence presented to the AS Corporate Affairs Board and grant opportunity for the Officer in question the opportunity to address the AS Senate;

(vi) The AS Senate, at its next meeting, will have an action item to remove the Officer in question;

(vii) Removal will require two-thirds (2/3) affirmative vote of the AS Senate voting membership then in office.

Section 4 Filling Vacancies of an Officer of AS.

(a) Filling Vacancies of Appointed Officers. Vacancies of any Appointed Executive Officer or other Appointed Officer shall be filled according to the processes outlined in the corresponding code.

(b) Filling of Vacancies of Senators. A vacancy of a Senator shall be filled as follows: a nominee shall be recommended by the Corporate Affairs Board and the nominee shall be approved by a two-thirds (2/3) vote of the AS Senate then in office.

(c) Filling a Vacancy of the AS President. In the event that the President is unable to perform the functions of the office, is removed or resigns the Executive Vice President shall become AS President with all the rights and responsibilities therein.

(i) In the event that the Executive Vice President is unable, unwilling or unavailable to perform the duties of the President, the Vice-President of Finance shall become AS President with all the rights and responsibilities therein.

(d) Filling a Vacancy of other Elected Executive Officers In the event that the Executive Vice President or the Vice-President of Finance is unable to perform the functions, is removed or resigns from the office, the vacancy shall be filled as follows: a nominee shall be recommended by the Corporate Affairs Board and the nominee shall be approved by a two-thirds (2/3) vote of the AS Senate then in office.

ARTICLE X
INTERIM EXECUTIVE BOARD

Section 1 Authority of the Interim Executive Board. During the summer and winter breaks when the AS Senate does not hold regular meetings, the Interim Executive Board shall be responsible for the execution of all AS programs and all emergency matters concerning the AS that arise. The Interim Executive Board may take action on financial matters, so long

[Signature]
Executive Vice-President Rachel McCloskey, AS Corporate Secretary
as such action is approved by a two-thirds (2/3) vote of the Interim Executive Board members then in office.

Section 2 Composition of the Interim Executive Board. The Interim Executive Board shall be comprised of the President, Executive Vice-President, Vice-President of Finance and the Senate Vice-Chair.

(a) Advisors and Liaisons. The non-voting representatives specified in Article VI, Section 5, shall have the same privileges with respect to meetings of the Interim Executive Board as they have with respect to the meetings of the AS Senate.

(b) Chair of the Interim Executive Board. The Chair of the Interim Executive Board shall be the AS President. If the AS President is unable to attend meetings of the Interim Executive Board, the Executive Vice-President shall serve as Chair of the Interim Executive Board.

Section 3 Duties of Interim Executive Board. The Interim Executive Board shall have the same general duties as the AS Senate set forth in Article V, Section 3.

Section 4 Quorum and Voting. At any meeting of the Interim Executive Board, a quorum shall consist of a two-thirds (2/3) of the Interim Executive Board officers then in office.

(a) Voting Requirements. Every act or decision done or made by a simple majority vote of the officers of the Interim Executive Board present at a duly held meeting, at which a quorum is present, is the act of the Interim Executive Board, except that financial matters must be approved by at least a two-third (2/3) vote of the Interim Executive Board officers then in office.

ARTICLE XI
LIMITATION ON INTERESTS

Section 1 Conflict of Interest. No member of the AS Senate shall be financially interested in any contract or other transaction entered into by the AS Senate that is not in accordance with the conflict of interest provisions set forth in Education Code Sections 89906-89909. The following relationships are specifically deemed not permissible:

(a) Any contract, other than an employment contract, directly between the Institute and an Institute Director.

(b) Any contracts between the Association and a partnership or association in which an Institute Director is a partner, or owner, or holder, directly or indirectly, of a proprietorship interest.

(c) Any contract between the Institute and a for-profit corporation in which an Institute Director is the owner or holder, directly or indirectly, of five (5) percent or more of the outstanding common stock.

(d) There are other relationships, including the following that are permissible:

Executive Vice-President Rachel McCloskey, AS Corporate Secretary
(i) Contracts between the Institute and a for-profit corporation in which an Institute Director is the owner or holder, directly or indirectly, of less than five (5) percent of the outstanding common stock.

(ii) Contracts between the Institute and a for-profit on whose Board of Directors an Institute Director serves and such Director is the owner or holder, directly or indirectly, of less than five (5) percent of the outstanding stock.

(iii) Contracts between the Institute and a nonprofit corporation on whose Board of Directors an Institute Director serves.

ARTICLE XII
EMPLOYEES

Section 1 In General. Salaried employees, including an Executive Director, shall assist the Officers in their duties. Salaried staff need not be members of the Corporation. Salaries, working conditions and benefits shall be set in accordance with applicable provisions of the California Education Code and the California Code of Regulations, Title 5.

Section 2 AS Executive Director. The AS Executive Director shall be appointed by the AS President, with the advice and approval of the AS Senate and the President of the University.

Section 3 Employment Contracts. The employment contracts of all AS salaried employees shall contain the following clause:

(a) The employee shall execute their duties in order to benefit the best interest of the members of the Associated Students of Sonoma State University.

ARTICLE XIII
FINANCES

Section 1 Standards for Investment. All AS funds shall be held, deposited, or invested in accordance with the provisions of applicable law, including without limitation the provisions of California Education Code section 89301 and California Corporations Code section 5240.

Section 2 Audit. The AS shall annually contract for and receive an audit of the funds of AS, conducted by a certified public accountant, in accordance with California Education Code Section 89900. The audited financial statement shall be submitted and published as required by law.

Section 3 Acceptance of Gifts. The AS shall not accept and grant, contract, bequest, trust or gift unless it can be accepted and used for purposes consistent with policies adopted by the Trustees and the University.

Section 4 Use of Funds. The AS Senate, in accordance with the policies adopted by the Trustees and the University, shall approve all AS expenditures and fund appropriations.

(a) The AS’s funds shall not be used for purposes inconsistent with the policies of trustees and University including:

Executive Vice-President Rachel McCloskey, AS Corporate Secretary
(i) To support or oppose any candidate for public office, before the voters of the State of California or any subdivision thereof except as may be permitted by law and policies of the University or Trustees. This prohibition does not apply to:

1. expressions of opinion published in the student press; or

2. support of a position taken by the Trustees on an issue, which the Trustees have determined, will significantly affect any campus of the California State University.

(b) To make personal loans for non-educationally related purposes, except that such loans may be made when specifically authorized by a trust instrument under which the funds are received.

(c) Trust Funds. Except as otherwise required by law, trust funds shall be used specifically for the purpose designated in the instrument creating the trust.

ARTICLE XIV
INDEMNIFICATION

Section 1 Right of Indemnity. To the fullest extent permitted by law, the AS shall indemnify all present and former officers, agents and employees, against any and all expenses actually and reasonably incurred by them as a result of their involvement with the Corporation.

Section 2 Approval of Indemnity. On written request to the AS Senate by any person seeking indemnification under this Article, the AS Senate shall promptly determine whether indemnification is proper under these Bylaws and Corporations Code section 5238. If the AS Senate determines that indemnification is proper, the AS Senate shall immediately authorize indemnification by simple majority vote at a duly held AS Senate meeting where there is a quorum consisting of AS Senate members who are not seeking such indemnification. For purposes of this section, an AS Senate member is not considered to be present at the meeting if the AS Senate member is seeking indemnification. If the AS Senate cannot authorize indemnification because the number of AS Senate members not seeking indemnification is insufficient to form a quorum, the AS Senate may seek authorization by the alternate means set forth in Corporations Code Section 5238.

Section 3 Advancement of Expenses. To the fullest extent permitted by law, except as otherwise determined by the AS Senate in a specific instance, expenses incurred by a person seeking indemnification under this Article shall be advanced by AS as they are incurred.

Section 4 Insurance. The AS shall make every effort to acquire and maintain adequate insurance covering its Officers, agents and employees against any liability, which might be asserted against them as a result of their involvement with AS.
ARTICLE XV
RECORDS AND REPORTS

Section 1 Maintenance of Corporate Records. AS shall generate and maintain all corporate records as required by law, including:

(a) Books and Records of Account. AS shall maintain adequate and correct books and records of account.

(b) Minutes of Meetings. AS shall maintain written minutes of all meetings of the members, AS Senate and standing Boards and Committees.

(c) Membership List. AS shall maintain, and update on a quarterly basis, a record of each member’s name and address ("Membership List"). Unless a member has provided AS with a different address, the official address for each member shall be in the office of the Admissions and Records.

Section 2 Inspection Rights of Members.

(a) Accounting Books and Records and Minutes of Proceedings. On written demand of AS, any member may inspect the accounting books and records and the minutes of the proceedings of the members, the AS Senate and Boards and Committees at any reasonable time for a purpose reasonably related to the member’s interest as a member of AS.

(b) Inspection of Maintenance and Inspection of Articles and Bylaws. AS shall keep at its principal office, the original or a copy of the Articles of Incorporation and Bylaws, as amended which shall be open to inspection by the members at all reasonable times during regular office hours.

Section 3 Inspection Rights of AS Senate Members. Every AS Senate member shall have the absolute right at any reasonable time to inspect all books, records and documents of every kind that are maintained by the AS, and to inspect the physical properties owned by AS.

Section 4 Inspection by Representative. Any inspection permitted in this Article may be accomplished by the person entitled to the inspection, or by such person’s agent or attorney. The right of inspection includes the right to copy and make extracts.

ARTICLE XVI
AMENDMENTS TO BYLAWS

Section 1 Amendment by the AS Senate. Except as otherwise provided by these Bylaws the AS Senate may adopt, amend or repeal Bylaws, or any part thereof, by the vote of two-thirds (2/3) of the voting AS Senate members then in office at a duly held meeting; provided however, that the AS Senate may not take action to adopt, amend or repeal a Bylaw which would adversely affect the voting rights of members.

Section 2 Amendment by Members. Except as otherwise provided by these Bylaws, the AS Senate may adopt, amend or repeal these Bylaws, or any part thereof, at any regular meeting of the AS Senate by a two-thirds (2/3) vote of those voting, a quorum being present. Should

[Signature]

Executive Vice-President Rachel McCloskey, AS Corporate Secretary
an amendment to the Bylaws adversely affect the rights and privileges of members, Bylaws must be approved by a simple majority vote of the members at a duly held election.

Section 3  

Copy Provided to Chancellor. A complete copy of these Bylaws, and any amendments made to these Bylaws, shall be provided by AS to the Chancellor of California State University (Auxiliary and Business Services Department) within 30 days after approval.
Certificate of Amendment of Articles of Incorporation

The undersigned certify that:

1. They are the president and the secretary, respectively, of Associated Students of Sonoma State University, a California corporation.

2. Article THIRD of the Articles of Incorporation of this corporation is amended to read as follows:

   Notwithstanding any other provisions of these Articles, the corporation shall not carry on any other activities not permitted to be carried on by a corporation exempt from Federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986. This corporation does not contemplate the distribution of gains, profits, or dividends to the members thereof, and is organized pursuant to the General Non-Profit Law of the State of California. 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 Sonoma State University, 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 of Articles of Incorporation has been duly approved by the board of directors.

4. The foregoing amendment of Articles of Incorporation has been duly approved by the required vote of the 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: 9-14-13

MacKenzie Hart, President

Anthony Gallino, Secretary
ARTICLES OF INCORPORATION
OF THE
ASSOCIATED STUDENTS
OF
SONOMA STATE COLLEGE

We, the undersigned, being the President and Secretary, of the Associated
Students of Sonoma State College, an unincorporated association, and being
two natural persons of lawful age, pursuant to authorization first had and
obtained from said association, adopt the following Articles of Incorporation
under the provisions of the General Nonprofit Corporation Law of the State
of California,

FIRST: The name of this corporation is:
ASSOCIATED STUDENTS OF SONOMA STATE COLLEGE

SECOND: The specific and primary purpose for which said corporation
is formed are:

(a) To engage in educational and charitable plans,
programs, and activities, and in connection therewith
to provide for the educational, recreational, and
social welfare and advancement of its members;

(b) To foster and develop character building and good
citizenship;

(c) To establish, acquire, maintain and operate any and
all businesses at a profit, or otherwise, incidental
to the main purposes of the corporation or other
buildings, establishments, club houses, theaters,
athletic plants or establishments of any and every
type, kind and structure necessary to carry on the
purposes, functions and activities of this corporation;
(d) To associate or affiliate with, join or become a member of any local, state, national or international associations, groups or societies whose purposes, ideals, functions, and activities are the same or substantially the same as this corporation.

(e) To take, receive and accept gifts, devises, bequests, donations, contributions, endowments, trusts, foundations, or other funds, grants and advances of property, whether real, personal or mixed and whether limited or unlimited for particular uses or purposes, or otherwise, from persons, firms, corporations, associations, societies or governmental agencies and to administer the same for the particular purposes or for its own unlimited use;

(f) To buy, own, hold, lease, rent, sell, transfer, assign, convey, mortgage, pledge, encumber and hypothecate, or otherwise, handle, receive or deal in, properties of all kinds (including stocks, bonds and evidences of indebtedness) whether real, personal or mixed and wheresoever situated, as principal, agent, or otherwise;

(g) To borrow money or other property, and to secure the payment thereof by promissory notes, mortgages, deeds of trust, bonds or otherwise; to lend money or other property of this corporation upon security or otherwise;

(h) To act as partner or joint venturer or in any other legal capacity in any transaction;

(i) To act as trustee, to the extent permitted by law, under any trust incidental to the principal objects and purposes of this corporation and to receive, hold,
administer and expend funds and properties in accordance with and subject to any such trusts.

(j) To engage in any other lawful activity related or unrelated to those described in clauses (a) through (i) of this Article Second and from time to time authorize or approved by the Board of Directors of this corporation;

(k) To exercise and enjoy all rights, powers and privileges granted from time to time to corporations of this character by law; and

(l) To conduct its business anywhere in the world.

The foregoing statement of purposes shall be construed as a statement of both purposes and powers and the purposes and powers in each case shall not be limited or restricted by reference to or inference from one another but each purpose clause shall be regarded as independent purposes and powers.

THIRD: This corporation does not contemplate the distribution of gains, profits, or dividends to the members thereof or is organized pursuant to the General Nonprofit Corporation Law of the State of California. Upon dissolution or winding up of this corporation, all assets shall be distributed for such charitable uses and purposes as the members shall designate by a two-thirds vote; otherwise such assets shall be disposed of for such charitable purposes and in such manner as may be directed by decree of the proper court of the County in which this corporation then has its principal office upon petition therefor by any person or by the attorney general of the State of California; provided, however, that no transfer of assets to a successor organization shall be affected by this provision concerning dissolution.

FOURTH: The principal office of the corporation for the transaction of business is located in the County of Sonoma, State of California.

FIFTH: This corporation is the incorporation of the existing unincorporated association known as the Associated Students of Sonoma State College.
SIXTH: The number of directors of this corporation shall be seventeen and shall not be changed by the by-laws to exceed twenty-five (25) nor to be less than three (3). The directors shall be drawn from the members of this corporation and at least three directors shall be members of the faculty and/or administrative staff of Sonoma State College appointed to the board by the president or acting president of the College.

The names and addresses of the persons who are to act as the first directors and until the selection and qualification of their successors are as follows:

1. Ellamae Riddell, President
   1006 Michigan Drive, Santa Rosa, California.

2. Robert Parker,
   4063 Haney Drive, Santa Rosa, California.

3. Marilyn Dailey,
   Sonoma State College
   265 College View Drive, Rohnert Park, California.

4. Mary Breshears,
   1811 Albany Drive, Santa Rosa, California.

5. Gene Luttrell
   Sonoma State College
   265 College View Drive, Rohnert Park, California.

6. William J. Wehbe
   Sonoma State College
   265 College View Drive, Rohnert Park, California.

7. Linda Lynn
   1265 Pacific Avenue, Santa Rosa, California.

8. Howard Gardiner
   Sonoma State College
   265 College View Drive, Rohnert Park, California.

9. Kenneth McGehee
   Sonoma State College
   265 College View Drive, Rohnert Park, California.

10. Dr. Dorothy Overly
    Sonoma State College
    265 College View Drive, Rohnert Park, California.

11. Dr. Wright Putney
    Sonoma State College
    265 College View Drive, Rohnert Park, California.
12. Dr. George McCabe
Sonoma State College
265 College View Drive, Rohnert Park, California.

SEVENTH: All registered students of Sonoma State College who have
paid their student activity fee shall be members of this corporation. The
definition of students, the various classes of membership, if any, and
provision for non-student members, if any, shall be as provided by the
By-Laws of this corporation.

IN WITNESS WHEREOF, the undersigned, designated and authorized
presiding officer and secretary, respectively, of the Associated Students
of Sonoma State College, have executed the Articles of Incorporation as
such officers, pursuant to authority first had and obtained from said
unincorporated association, this 17th day of May, 1962.

Ellamae Riddell
Ellamae Riddell, President

Marilyn Bailey
Marilyn Bailey, Secretary
STATE OF CALIFORNIA }  
COUNTY OF SONOMA } ss.

On this 17th day of May, 1962, before me, Lawrence S. Swenson, a Notary Public in and for the County of Sonoma, State of California, duly commissioned and sworn, personally appeared Ellamae Riddell and Marilyn Bailey, known to me to be the President and Secretary, respectively, of the unincorporated association described in the within instrument and also known to me to be the persons who executed the within instrument on behalf of the said association therein named, and acknowledged to me that they had executed said instrument on behalf of said association.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the County of Sonoma the day and year in this certificate first above written.

[Signature]
Lawrence S. Swenson, Notary Public
My Commission Expires: July 23, 1962
The undersigned, Ellamae Riddell and Marilyn Dailey, being first duly sworn on oath, deposes and say:

(1) That they now are and at all times herein mentioned have been the duly elected and acting President and Secretary, respectively, of Associated Students of Sonoma State College, an unincorporated association, that they are the subscribing officers of the Articles of Incorporation attached hereto and that they subscribed the same as the presiding officer and secretary, respectively, of said association.

(2) That said association has duly authorized this incorporation; and

(3) That said association has authorized the undersigned officers to execute the attached Articles of Incorporation.

We certify under penalty of perjury the foregoing Affidavit to be true and correct.

IN WITNESS WHEREOF, the undersigned, have set their hands this 17th day of May, 1962, at Sonoma State College, Sonoma County, California.

Ellamae Riddell

Marilyn Dailey
CERTIFICATE OF AMENDMENT OF ARTICLES OF INCORPORATION

TERRY BRENNAN and ELLEN JOHNSON certify:

1. That they are the president and secretary, respectively, of ASSOCIATED STUDENTS OF SONOMA STATE COLLEGE, a California corporation.

2. That at a meeting of the board of directors of said corporation, duly held at Rohnert Park, California, on June 7, 1968, the following resolution was adopted:

"RESOLVED, that Article Second of the Articles of Incorporation be, and the same hereby is, stricken from the Articles of Incorporation of this corporation and the following paragraph is added in its place;"

"SECOND:

The purposes of this corporation are:

(a). The specific and primary purpose is to promote the welfare of the students of Sonoma State through educational, and charitable plans, programs and activities.

(b). The general purposes are:

1. To acquire and operate such facilities as are necessary and convenient for the furtherance of the primary purposes of the corporation.

2. To associate or affiliate with, join, or become a member of any association, groups or societies whose purposes, ideals, functions and activities are the same or substantially the same as this corporation.

3. To take, receive and accept gifts, devises, bequests, trusts, or other funds, grants and advances of property of any kind.

4. To act as partner or joint venturer in any transaction which is necessary or appropriate to the furtherance of the primary purpose of this corporation.

5. To act as trustee, to the extent permitted by law, under any trust necessary or appropriate to the furtherance of the primary purpose of this corporation, and pursuant thereto to hold, administer and expend funds and properties according to the terms of such trust.

6. To engage in any other lawful activity which is necessary or appropriate to the attainment of the primary purpose of this corporation and from time to time authorized or approved by the board of directors of this corporation.

7. To conduct its business anywhere in the world. Notwithstanding any of the purposes and powers set forth here

(continued)
this corporation may engage only to an insubstantial extent in activities which in themselves are not in furtherance of its primary purpose as set forth in subparagraph (a) of this Article Second."

3. That at a meeting of the members of said corporation, duly held at Rohnert Park, California, on June 7, 1968, a resolution was adopted, and that wording of the amended article as set forth in the members' resolution is the same as that set forth in the directors' resolution in Paragraph 2 of this certificate.

4. That the number of members who voted affirmatively for the adoption of said resolution is 13, and that the number of members constituting a quorum is 12.

[Signature]
TERRY BRENNAN, President

[Signature]
ELLEN JOHNSON, Secretary

Each of the undersigned declares under penalty of perjury that the matters set forth in the foregoing certificate are true and correct. Executed at Rohnert Park, California, on __________, 1968.

[Signature]
TERRY BRENNAN, President

[Signature]
ELLEN JOHNSON, Secretary
CERTIFICATE OF AMENDMENT TO ARTICLES OF INCORPORATION

and

certify that:

1. They are the President and Secretary, respectively, of the Associated Students of Sonoma State College, a California corporation.

2. Article Third: of the Articles of Incorporation of this corporation is amended to read as follows:

   Notwithstanding any other provisions of these Articles, the corporation shall not carry on any other activities not permitted to be carried on by a corporation exempt from Federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1954. This corporation does not contemplate the distribution of gains, profits, or dividends to the members thereof, and is organized pursuant to the General Nonprofit Corporation Law of the State of California. "Upon the winding up and dissolution of this corporation, after paying or adequately providing for the debts and obligations of the corporation, the remaining assets shall be distributed to a nonprofit fund, exclusively for charitable, educational, or religious and/or scientific purposes and which has established its tax-exempt status under Section 501(c)(3) of the Internal Revenue Code. The successor nonprofit fund, foundation, or corporation shall be approved by the President of the campus and the Board of Trustees."

3. Article Fifth: of the Articles of Incorporation of this corporation is hereby stricken.

4. Article FIRST of the Articles of Incorporation of this corporation is amended to read as follows: 'The name of this corporation is ASSOCIATED STUDENTS OF SONOMA STATE UNIVERSITY'.

5. The foregoing amendments of Articles of Incorporation as well as the name change have been approved by the Board of Directors.

6. That the foregoing amendments of Articles of Incorporation have been duly approved by the required vote of members.

GARY SANDY, President

BRUCE GWYNNE, Secretary
Each of the undersigned declare under penalty of perjury that the matters set forth in the foregoing certificate are true to their own knowledge. Executed at Rohnert Park, California, on November 11, 1982.

Mary Sandy
GARY SANDY, President

Bruce A. Gwynne
BRUCE GWYNNE, Secretary