

Operating Agreement

OPERATING AGREEMENT BETWEEN CALIFORNIA STATE UNIVERSITY AND Associated Students Inc.

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 Inc. (Auxiliary) serving California State University San Bernardino (Campus). The term of this agreement shall be July 1st, 2024, through June 30th, 2034.

A. 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.

B. PRIMARY FUNCTION(S) 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
- Student Union
- Housing
- Philanthropy
- Externally Funded Projects
- Real Property Acquisition / Real Property Development
- Commercial

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:

- A. *Student Body Organization Programs*
- B. *Loans, Scholarships, Grants-in-Aids, Stipends, and Related Financial Assistance*
- C. *Externally Funded Projects Including Research, Workshops, Conferences, and Institutes*
- D. *Gifts, bequests, devises, endowments, trusts and similar funds*

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 U, Amendment.

C. 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 (CFO) 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 CFO 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 CFO or designee in carrying out the compliance and operational reviews required by applicable CSU policies.

D. 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).

E. 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 included as Exhibit I.

F. EXPENDITURES AUGMENTING CSU APPROPRIATIONS

Not applicable

G. 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 in CSU policy Auxiliary Organization External Auditor Firms Qualifications.

The Campus CFO shall annually review, and submit a written evaluation to the Chancellor's Office in

accordance with Section T, 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.

H. 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, dissolves or disappears in a merger.

I. 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, merger, or change in name.

J. 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.

K. BACKGROUND CHECK POLICY COMPLIANCE

In compliance with governing laws and CSU policy, Auxiliary shall confirm that background checks are

completed for all new hires and for those independent contractors, consultants, outside entities, volunteers and existing employees in positions requiring background checks as set forth in CSU policy [Background Checks](#). Auxiliary will provide confirmation of completed and cleared background checks to the University President/Chancellor upon request, or as established by campus policy.

L. DISPOSITION OF ASSETS

Attached hereto as Exhibit 2 a copy of Auxiliary's Constitution or Articles of Incorporation (as applicable) which, in accordance with CCR tit.5, §42600, establishes that upon dissolution of Auxiliary, the net assets other than trust funds shall be distributed to the CSU or to another affiliated entity subject to financial accounting and reporting standards issued by the Government Accounting Standards Board. 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.

M. 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.

N. CONTRACTS FOR CAMPUS SERVICES

Auxiliary may contract with Campus for services to be performed by state employees for the benefit of Auxiliary. Any agreement must be documented in a written memorandum of understanding between Auxiliary and Campus. The memorandum of understanding shall among other things, specify the following: (a) full reimbursement to Campus for services performed by a state employee in accord with CCR tit.5, §42502(f); (b) Auxiliary must clearly identify the specific services to be provided by state employee, (c) Auxiliary must specify any performance measures used by Auxiliary to measure or evaluate the level of service; (d) Auxiliary must explicitly acknowledge that Auxiliary does not retain the right to hire, supervise or otherwise determine how to fulfill the obligations of the Campus to provide the specified services to Auxiliary.

O. 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, pursuant to Cal. Educ. Code §89904; CSU policy [Campus Auxiliary Organizations](#), and CSU policy [Designated Balances and Reserves](#).

P. FINANCIAL CONTROLS

Recovery of allowable and allocable indirect costs and maintenance and payment of operating expenses must comply with CSU policy [Placement and Control of Receipts for Campus Activities and Programs](#), CCR tit. 5, §42502(g) and (h).

Q. ACCEPTANCE, ADMINISTRATION, AND USE OF GIFTS

Auxiliary agrees, if authorized to do so in Section B 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.

I. 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.

***If Auxiliary administers grants and contracts add text:* Campus Delegation of Authority to Auxiliary regarding Administration of Grants and Contracts is provided as Exhibit 4 (N/A).

2. 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.

R. 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.

S. 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 [California State University Insurance Requirements](#) 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.

T. 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 Inc.

Notice to the Campus shall be addressed as follows:

California State University San Bernardino
5500 University PKY San Bernardino CA 92407

Notice to the CSU shall be addressed to:

Trustees of the California State University
401 Golden Shore
Long Beach, California 90802
Attention: Executive Vice Chancellor and Chief Financial Officer

U. AMENDMENT

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

V. 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.

W. 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.

X. REMEDIES UPON TERMINATION




Termination by CSU of this agreement pursuant to Section W, 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.

Y. 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.

California State University San Bernardino	Associated Students Inc.
By: 	By:  <small>Carson Fajal (Sep 24, 2024 15:11 PDT)</small>
Title: President	Title: President
Executed on: 9/24/24	Executed on: 09/24/2024
California State University San Bernardino	
By: 	
Title: Associate Vice President of Finance & Administrative Services	
Executed on: 09/24/24	



Conflict of Interest Policy

Approved per BD 60-20, May 12, 2020

Purpose: This policy is, and will be in effect in order to define a procedure that will act as a safeguard against a conflict of interest that might occur between the Associated Students, Incorporated (ASI) personnel, or program and an external entity.

Scope: This policy applies to all individuals who hold an official ASI position or operate in any capacity for or in the name of the ASI at California State University, San Bernardino.

1. **General Duty of Care:** Directors of a Public Benefit Corporation, in this case the ASI at CSU San Bernardino are held to a general duty of care as stated in the California Corporations Code. (Cal. Corp. Code 5231)
2. **Statement of Acknowledgement:** In accordance with the California Education Code, Sections 89906 - 89909 all ASI members that fall within the scope of this policy shall sign a statement of acknowledgement and submit it to the ASI Executive Director on an annual basis.
3. **Guidelines under Conflicts of Interest:**
 - a. Directors, Officers, and employees shall exercise their powers in good faith and with a view to the interest of ASI, therefore subordinating their individual and private interest to their duty with ASI whenever the two parties' conflict.
 - b. All persons who fall under the scope of this policy will fully disclose their transactions or relationships that involve a prohibited interest as described in and not exempted from California Education Code 89906.
 - c. No elected official, officer, appointee or employee shall engage in any enterprise or activity which shall result in any of the following:
 - 1) Using the prestige or influence of ASI office or employment for private gain or advantage for themselves or another.
 - 2) Receiving or accepting, directly or indirectly, any gift or favor from anyone doing business with ASI under circumstances from which it could be reasonably inferred that such was intended to influence them in their official employment or duties, or as a reward for official action.
 - 3) Using time, facilities, equipment or supplies of ASI for the private gain or advantage of themselves or another.
 - 4) Utilize any information, not matter of public record, which is received by membership through ASI, for personal or financial gain.

4. Decisions affecting Interests

Members of the Board of Directors must be aware that situations may arise when they may be asked by the ASI to participate in a decision that may affect an organization or entity in which that Board member represents in another capacity. In such cases, Board members must act in a manner consistent with their fiduciary obligation to the ASI and the California Corporations Code.

- a. In the event a Board member is uncertain a conflict exists, the member should recuse themselves from discussions, deliberations and voting (abstention) on the matter.

5. Self-dealing Transactions

Members of the Board of Directors are prohibited in self-dealing transactions to which the ASI is a party and in which one or more board members have a material financial interest. (Cal. Corp. Code. 5233 (a) & 5234)

6. Conflict of Interest Breach

- a. In the event that a conflict of interest should arise, the following actions must be adhered to:
 - 1) The conflict of interest shall be brought to the attention of the ASI Executive Committee (not including the member who has a conflict of interest) in which this committee shall recommend to the Board of Directors a course of action as described below.
 - 2) The Board of Directors shall discuss the matter in an open session at a regular meeting, allowing all interested parties an explanation.
 - 3) The BoD will determine the validity of such transaction in pursuant with Section 89907 of the California Education Code.
 - 4) The Board of Directors shall take action regarding the matter by a majority vote (not including the Director with the Conflict of Interest) as follows:
 - i. Removal of the person with the conflict of interest
 - ii. Recession of transactions
 - iii. Other action deemed appropriate by the BoD in consultation with ASI General Counsel

Approved with revisions per BD 01-18 | 04/17/2018

Approved with revisions per BD 074-94 | 05/31/1994

Approved with revisions per BD 60-20 | 05/12/2020

1604018

FILED
In the office of the Secretary of State
of the State of California

DEC 29 1987

ARTICLES OF INCORPORATION
OF THE
ASSOCIATED STUDENTS
CALIFORNIA STATE UNIVERSITY, SAN BERNARDINO

March Fong Eu
MARCH FONG EU, Secretary of State

ARTICLE I
Name

The name of this Corporation is the:

ASSOCIATED STUDENTS
CALIFORNIA STATE UNIVERSITY, SAN BERNARDINO

ARTICLE II
Public Benefit Corporation Status

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

ARTICLE III
Purposes

- A. This Corporation is formed for the specific and primary purpose of operating a charitable and educational organization.
- B. The general purposes and powers are to have and exercise all rights and powers conferred on nonprofit corporations under the laws of California, or which may hereafter be conferred, including the powers to act as the official voice of the student body, raise and allocate funds, coordinate and support student activities, and serve as the liaison between the students, faculty, and University administration.

ARTICLE IV
Conformity with Regulations

This Corporation shall conduct its operations in conformity with regulations established by the Board of Trustees of the

California State University as required by the Education Code, Section 8990(c) and it shall be operated as an integral part of the University as required by the California Administrative Code, Title 5, Section 42401.

ARTICLE V
Officers and Directors

- A. The manner in which Officers and Directors shall be chosen and removed from office, their qualifications, number, powers, duties, compensation, the manner of filling vacancies on the Board, and the manner of calling and holding meetings of Directors, shall be stated as in the Bylaws.
- B. Neither Officers, Directors, nor members shall be personally liable for the debts, liabilities, or obligations of this Corporation.

ARTICLE VI
Members

The authorized number, and qualifications of members of the corporation, the different classes of membership, if any, the property, voting and other rights and privileges of members, shall be stated as in the Bylaws.

ARTICLE VII
Elections

- A. There shall be an Associated Students election held in the spring to elect all student members of the Board of Directors and to vote on the members of the Review Board.
- B. The President, Vice President, and Treasurer shall be elected by a majority of those students voting for each position. All other

Directors shall be voted on only by those students officially enrolled in each school or major, and shall be elected by a majority of those students voting for each position.

C. All elected positions shall be for a term of one (1) year.

ARTICLE VIII Amendments

A. There shall be two methods of proposing an amendment to the Articles of Incorporation any item of deliberation of the Board of Directors.

1. An approving vote of at least two-thirds (2/3) of the Board of Directors will place an amendment or any item before the members.
2. Submission of a petition signed by fifteen percent (15%) of the student body to the Board of Directors will place an amendment or any item before the members.

B. A special election will be called by the President of the Associated Students unless the petition or the Board of Directors action is completed less than thirty (30) days prior to a general election.

1. A two-thirds (2/3) vote of those students voting will be required to implement an amendment.
2. A majority vote of those students voting will be required to implement a referendum.

ARTICLE IX
Exempt Status and Limitations on Activities

This Corporation is organized and operated exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code.

Notwithstanding any other provision of these Articles, this Corporation shall not carry on any other activities not permitted to be carried on (1) by a corporation exempt from Federal income tax under Section 501(c)(3) of the Internal Revenue Code, or (2) by a corporation, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code.

No substantial part of the activities of this Corporation shall consist of the carrying on of propaganda or otherwise attempting to influence legislation, and this Corporation shall not participate in, or intervene in (including the publishing or distribution of statements), any political campaign on behalf of any candidate for public office.

ARTICLE X
Dedication and Dissolution

The property, assets, profits, and net income of this Corporation are irrevocably dedicated to the charitable purposes set forth in Article III, and no part of the profits or net income or assets of this Corporation shall ever inure to the benefit of any private shareholder or individual. Upon the dissolution of this Corporation, net assets, other than trust funds, shall be distributed to one or more nonprofit

corporations organized and operated for the benefit of the California State University, San Bernardino; such corporation or corporations to be selected by the Board of Directors of this Corporation and approved by the President of the University and the Board of Trustees of the California State University. Such nonprofit corporation or corporations must be qualified for Federal income tax exemption under Section 501(a) and 501(c)(3) of the United States Internal Revenue Code of 1954 and be organized and operated exclusively for educational purposes. In the alternative, upon dissolution of the corporation, net assets other than trust funds shall be distributed to the California State University, San Bernardino.

ARTICLE XI
Initial Agent for Services of Process

The name and address in the State of California of this Corporation's initial agent for service of process is:


John W. Francis
1901 E. Lambert Road, Suite 102
La Habra, CA 90631

The name of the existing unincorporated association, now being incorporated by the filing of these Articles of Incorporation, is:

ASSOCIATED STUDENTS
CALIFORNIA STATE UNIVERSITY, SAN BERNARDINO

We hereby declare that we are the persons who executed the foregoing Articles of Incorporation, which execution is our act and deed.

Dated: 6/11/87



Stephen B. Hekman, Incorporator



Frank Novek, Incorporator

DECLARATION

Stephen B. Hekman and Frank Novek declare under penalty of perjury under the laws of the State of California that they are the President and Treasurer, respectively, of the ASSOCIATED STUDENTS, CALIFORNIA STATE UNIVERSITY, SAN BERNARDINO, the unincorporated association referred to in the Articles of Incorporation to which this declaration is attached, and that said association has duly authorized its incorporation by means of said Articles of Incorporation.

Date: 6/11/87



Stephen B. Hekman, President



Frank Novek, Treasurer

DEC 29 1987



STATE OF CALIFORNIA

FRANCHISE TAX BOARD

9750 BUSINESS PARK DRIVE, SUITE 214
SACRAMENTO, CALIFORNIA 95827-1702

December 28, 1987

In reply refer to
347:APP:RB:dh:g

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

Purpose : Educational
Form of Organization : Corporation
Accounting Period Ending: June 30
Organization Number :

On the basis of the information submitted and provided your present operations continue unchanged or conform to those proposed in your application, you are exempt from state franchise or income tax under Section 23701d, Revenue and Taxation Code. Any change in operation, character or purpose of the organization must be reported immediately to this office so that we may determine the effect on your exempt status. Any change of name or address also must be reported.

You are required to file Form 199 (Exempt Organization Annual Information Return) or Form 199B (Exempt Organization Annual Information Statement) on or before the 15th day of the 5th month (4 1/2 months) after the close of your accounting period. See annual instructions with forms for requirements.

You are not required to file state franchise or income tax returns unless you have income subject to the unrelated business income tax under Section 23731 of the Code. In this event, you are required to file Form 109 (Exempt Organization Business Income Tax Return) by the 15th day of the 5th month (4 1/2 months) after the close of your annual accounting period.

If the organization is incorporating, this approval will expire unless incorporation is completed with the Secretary of State within 60 days.

Exemption from federal income or other taxes and other state taxes requires separate applications.

Special Audit Section
Telephone (800) 852-5711

cc: John W. Francis
Secretary of State
Registrar of Charitable Trusts

FTB 4206-ATS (REV. 10-81/8-87)

A0708221

1604018

FILED
In the Office of the Secretary of State
of the State of California

JUL 08 2010

**CERTIFICATE OF AMENDMENT OF
ARTICLES OF INCORPORATION**

The undersigned certify that:

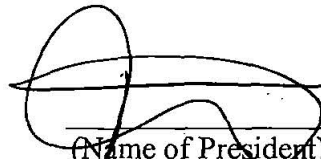
1. They are the **president** and the **secretary**, respectively, of Associated Students California State University, San Bernardino, a California corporation
2. The second sentence of Article X of the Articles of Incorporation of this corporation is amended to read as follows:

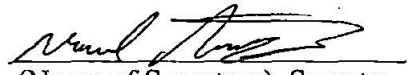
Upon the dissolution of this Corporation, net assets, other than trust funds, shall be distributed to one or more nonprofit corporations organized and operated for the benefit of the California State University, San Bernardino; such corporation or corporations to be selected by the President of the University and approved by the President of the University and the Board of Trustees of the California State University.

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: June 24, 2010


6.23.10
(Name of President), President
James Fukazawa


(Name of Secretary), Secretary
Mike Arteaga