

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

**FINANCE COMMITTEE
AGENDA**

August 28, 2023

10:00 a.m.

Call to Order
Roll Call
Approval of Minutes
Reports: Chair and Finance Committee Members
Adoption of Agenda
Open Forum (5 minutes/speaker)

NEW BUSINESS:

- FC 06-23** Approval of a 50-cent hourly pay increase for all hourly workers effective January 1, 2024. (Action) (Rister)
- FC 07-23** Approval of staff evaluation and COLA increases. (Action) (Rister)
- FC 08-23** Permission to transfer \$15,000.00 from Unallocated Reserves to Advocates – Student Assistant (601303-RN001-A4130) to fund the Internal Affairs Director position. (Action) (Gonzalez)
- FC 09-23** Approval of purchasing four semester parking passes for Executive Officers. (Action) (Ruiz)
- FC 10-23** Permission to transfer \$17,000 from Unallocated Reserves to A.S. Corporate Operating – Supplies and Services (660003-RN001-A4200) for the 2023-2025 Human Resources Agreement between Associated Students Inc. and the Santos Manuel Student Union. (Action) (Rister)

ANNOUNCEMENTS

ADJOURNMENT

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

This agreement is made and entered into by and between the **Associated Students, Inc.** through its Board of Directors (hereinafter called **ASI**) and the **Santos Manuel Student Union** (hereinafter called **SMSU**). The term of this agreement shall be (July 1, 2023 – June 30, 2025) unless sooner terminated as herein provided.

1. PURPOSE

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

2. FUNCTION

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

a. Human Resources

Prior to initiating any additional functions or conditions, ASI agrees to obtain written approval from the SMSU and obtain permission from its own Board of Directors under which both parties will come to an agreement.

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

3. CONDITIONS SET FORTH

- a. SMSU agrees to establish an approved and qualified manager for human resources to execute these conditions.
- b. No officer or employee shall be appointed or employed by the SMSU to execute these conditions if such appointment or employment would be incompatible, inconsistent, or in conflict with their duties as an auxiliary employee.
- c. SMSU agrees to the following:
 - d. Provide guidance and notify ASI of COVID-19 protocols which may include contact tracing, exposures, and changes to policy as defined by California State University, San Bernardino.

- a) Conduct benefit management, including researching plans and designing, recommending and implementing new benefits programs. Negotiates with vendors and is the primary contact for plan vendors and third-party administrators.
- b) Coordinate daily benefits processing. Manages enrollments, COBRA, terminations, changes, and beneficiaries. Distributes parking passes to ASI staff.
- c) Manage personnel records, change of address forms, direct deposit enrollment and answer any human resources related questions per audit requests. payroll activities including maintaining accurate sick leave and vacation accrual balances, entering new hires, processing terminations, rate changes and transfers.
- d) Make recommendations regarding the compensation program, ensuring updated job descriptions, and salary surveys. Assists with employee classification, including determining appropriate classifications and salary ranges. Conducts recruitments, advises on screening and interviewing prospects, and conducts reference checks, employment verifications, and job offers.
- e) Provide analysis and interpretation of laws and legislation pertaining to Human Resources and employment. Assists in the development of policy adjustments necessary to provide compliance of new employment laws and legislation.
- f) Provide assistance in personnel issues, which may include, but shall not be limited to, the collection of documentation, reviewing compliance with state and federal regulations, and administering guidance to the concerned employee and/or supervisor.

4. CHARGES FOR SERVICES

ASI agrees to compensate the SMSU for the services included in the agreement in accordance with policies from both ASI and the SMSU. The compensation amount shall be set forth in this agreement as **\$17,000.00** annually in monthly payments of **\$1,416.00** and may not be changed unless otherwise approved by the SMSU and ASI.

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

5. CHANGES TO AGREEMENT

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

6. TERMINATION OR BREACH

- a. Failure of the SMSU to comply with any term of this agreement may result in the termination of the SMSU as the human resources function of the ASI. Such action of termination shall be brought to the attention for final decision to the ASI Board of Directors.
- b. Upon termination or breach of this agreement, ASI will be not be held liable for any of the remaining compensation balance.
- c. In addition, ASI, upon breach or termination of this agreement, may withhold from the SMSU all funds in this agreement until a decision has been made either through negation or termination.

7. NOTICES

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

Notice to ASI shall be addressed as follows:

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

Notice to SMSU shall be addressed as follows:

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

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

President & Chair, Associated Students, Inc.

Date

Executive Director, Associated Students, Inc.

Date

Chair, Santos Manuel Student Union

Date

Executive Director, Santos Manuel Student Union

Date