

**Memorandum of Agreement Between
California State University, Sacramento and
Sacramento State Alumni Association**

This Memorandum of Agreement (MOA) is entered into by and between California State University, Sacramento (The University) and Sacramento State Alumni Association (The Association), in accordance with the provisions of Article 15 (commencing with Section 42397) of Subchapter 5, Chapter 1, Division 5 of Title 5 of the California Code of Regulations (hereafter referred to as Article 15). This MOA together with Article 15 and any addendums in writing (which are incorporated herein by reference) define the relationship between the University and the Association.

WHEREAS, the University recognizes and acknowledges that the Association represents the largest of all university-affiliated constituencies, the most important University constituency of those whose lives have been directly influenced by the University; and

WHEREAS, the Association affirms that its primary mission is to advance the welfare and interests of the University and its alumni and declares such in its bylaws; and

WHEREAS, the University respects and endorses the Association's mission and recognizes the importance of the Association in advancing the University's mission; and

WHEREAS, the University recognizes that the Office of Alumni Relations is an integral part of the University's Division of University Advancement; and

WHEREAS, the Association and the University desire to memorialize their understanding of their relationship;

NOW, THEREFORE, the University and the Association acknowledge and agree as follows:

1. Representing Parties

The University is a campus of the California State University, established in statute under the stewardship of the Trustees of the California State University, which is the State of California acting in a higher education capacity. The president of the University possesses authority to sign this MOA by delegation from the Trustees of California State University.

The Association is a nonprofit corporation organized under the laws of the State of California, possessing both state and federal tax-exempt status. The officer of the Association executing this MOA possesses authority to do so from the Association's board of directors.

The Division of University Advancement is a unit of the University through which alumni activities are coordinated, including the reporting of Association activities. The vice president of University Advancement possesses the authority to execute this MOA.

The Office of Alumni Relations is a department of University Advancement. The Assistant Vice President of Alumni Relations possesses the authority to execute this MOA.

2. Recognition as the University's Single Campus-wide Alumni Organization

In consideration of the Association's agreement to enter into this MOA, the University recognizes the Association as the University's only campus-wide alumni organization.

Notwithstanding the provisions of section 42397.6, subdivision (b) of Article 15, the University agrees that it will not enter into agreements with nor recognize any other or separate constituency alumni groups. The only constituency alumni groups that may represent themselves as alumni groups of the University are chapters and affiliates chartered by the Association in accordance with the by-laws of the Association.

For purposes of this MOA, the term "constituency alumni groups" shall be defined as agreed in writing from time to time by the Vice President for University Advancement on behalf of the University and the President on behalf of the Association. Any written agreement shall be considered incorporated by reference into this MOA.

Use of the term "Alumni Association" or "Alumni Chapter" or similar terminology is restricted to the Sacramento State Alumni Association. No other campus organization may use the University's name in relation to the phrase "Alumni Association" nor may any organization use the University nor connect "Alumni Association/Organization/Society" or similar without the approval of the Association.

3. Benefits and Privileges Granted by the University to the Association.

The University grants a license to the Association to use the campus name and symbols consistent with established University policy and practice.

The Association may create and utilize a unique symbol or logo to identify the Association as the University's recognized alumni association.

The Association is authorized to use the University's facilities, equipment, and personnel in accordance with established University policy and practice.

The Association is authorized to use the University's database of alumni, students, and supporters of the University in accordance with established University policy and practice.

The Association shall continue to be authorized to own and operate autonomously an alumni center on the University campus. As service providers, rental fees may be assessed to cover operations and staffing related to the facility and its events.

The University recognizes that the Office of Alumni Relations exists to carry out programs and opportunities to serve the University and its Alumni Association. The University releases the Assistant Vice President—and all staff in the Office of Alumni Relations—to conduct business on behalf of the Association.

4. Agreements by the Association.

The Association shall comply with all policies of the Board of Trustees and the University including the provisions of Article 15, which by this reference are made part of this MOA.

The Association shall operate solely for the benefit of the University and its alumni. It is recognized and agreed that benefits to the University may include direct and indirect benefits to the University's current students, such as:

- Funds dedicated to scholarships for incoming freshmen, continuing undergraduates and graduate students;
- Facilitating opportunities for students to network with alumni in their academic or professional field of choice.

The Association shall pursue as its purpose providing service and support to its members, the alumni of the campus and to the University.

The Association recognizes the unique role of the University President in setting campus priorities. The Association shall operate so as to be in harmony with the University's goals and the University's methods of achieving its goals. Through its Assistant Vice President, the Association shall inform the Vice President for University Advancement of its planned activities so they may be coordinated with University events, policy positions, and efforts.

The Association shall comply with the financial management and record keeping requirements of Article 15 and with established University policy and practice.

The Association has the sole authority to enter into agreements with affinity partners for goods or services relevant to alumni, future alumni, parents and friends and has the responsibility to manage such programs in accordance with California Education Code Section 89090. Royalties from these programs will be deposited into Association accounts and used to serve the best interest of the University.

The Association acknowledges and respects hiring procedures as established by the University, the campus and the State of California.

The Association shall comply with the requirements of section 42397.3 of Article 15 regarding fund raising campaigns. For purposes of this MOA, the term "fund raising campaigns" shall be defined as agreed in writing from time to time by the Vice President for University Advancement on behalf of the University and the President of the board of directors on behalf of the Association. The written agreement shall be considered to be incorporated by reference into this MOA.

5. Exchange of Value

The University shall benefit from the Association in the following ways:

The Association shall build community by organizing and executing a comprehensive program of events, programs, and activities designed to appeal to a broad spectrum of alumni with the purpose and intent of not only maintaining and enhancing alumni interest in their University, but also increasing the value of their association with their alma mater.

It shall organize and execute alumni honor and recognition programs, pursuing appropriate publicity for the accomplishments of those honored to enhance the reputation and image of the University.

It shall operate and maintain an Alumni Center on campus for the benefit of creating a welcoming campus and providing event space for academic, alumni, student, and community events.

It shall pursue an outreach program in the operation of its alumni center designed to expose more segments of the community to the campus.

It shall fundraise for and provide scholarships to undergraduate and graduate students of the University.

It shall work to acquire and retain members of the Association and shall provide a comprehensive program of services and benefits to its members.

It shall maintain contact with its membership through frequent online or printed news and information about alumni, the Association, and the University.

It shall engage University representatives in the leadership of the Association as articulated in the Association bylaws, by inviting the following ex-officio voting members to serve on the Association Board:

- The President of the University or their designee;
- The Vice President of University Advancement;
- The Assistant Vice President of Alumni Relations/Alumni Association;
- Academic Senate representative;
- USA Staff representative;
- ASI President;

Retirees Association representative;
University Foundation Board representative.

Under the authority of the University President, it shall ensure that all constituency alumni groups are in compliance with Article 15 and the policies of the University.

The Association shall benefit from the University in the following ways:

The Association may use the University's name and symbols, including the name of the University mascot or other identifying marks that would cause the public to assume it is dealing with the University or a University recognized group. Such use may include, but is not limited to, use of the University name as part of the Association's name and use of the University's name, logo, symbols, seal, and other identifying marks in its communications and other publications.

The Association may represent itself as the single campus wide alumni association of the University.

The Association may use University resources, including, but not limited to, any campus auxiliary investment services, as approved by the University President.

The University shall communicate with the Association keeping it aware of University goals and directions.

6. Term of MOA

This MOA shall commence upon execution by both parties and shall continue for a period of three years. Unless previously extended in writing by both parties, the MOA shall expire on June 30, 2026.

7. Construction of MOA

This MOA shall be interpreted in harmony with Article 15. Should any provision of this MOA be or be interpreted to be in conflict with Article 15, Article 15 shall supersede and govern.

8. Copy to Governing Board Member

A copy of this MOA together with Article 15 shall be given to all members of Association's governing board of directors and to any new member when the new member takes office.

9. Non-Compliance

Should it appear to the University that the Association is in material non-compliance with any provision of Article 15 or this MOA, it shall notify the Association in writing of such

non-compliance and provide the Association an opportunity to meet with the University President or designee to discuss the non-compliance and a reasonable time to correct the non-compliance. Should the non-compliance remain uncorrected beyond the time specified, the University may place on probation, suspend, or terminate its recognition of Association as the University's alumni organization.

By signing below, the University and the Association manifest their agreement to all of the provisions of this Memorandum of Agreement.

THE UNIVERSITY

By: Robert S. Nelsen
Dr. Robert S. Nelsen, President

Date: 5/8/23

THE ASSOCIATION

By: Walter Borland
Walter Borland, President 2022-23

Date: 5/8/2023

UNIVERSITY ADVANCEMENT

By: Lisa Cardoza
Lisa Cardoza, Vice President

Date: 5/25/23

THE OFFICE OF ALUMNI RELATIONS

By: Jennifer Barber
Jennifer Barber, Assistant Vice President

Date: 5/8/2023

Addendum No. 1 to MOA

**Between California State University, Sacramento and
Sacramento State Alumni Association**

"Fundraising Campaigns"

(A) For purposes of section 42397.3 of Article 15, the term "fundraising campaigns" means and includes:

- (1) A campaign, as that term is customarily understood, organized and conducted to solicit donations in cash or kind for a specific capital project or to reach a specific monetary goal with an established beginning date and/or ending date or goal; and
- (2) The solicitation of monetary support for the construction, retirement of debt for construction, maintenance or improvement of the alumni center; and
- (3) Fundraising conducted by a chapter of the Association in conjunction with and for the benefit of a college, department, school or other academic units; and
- (4) Solicitation of donations from members of the Association for scholarships.

(B) The term "fundraising campaigns" does not include:

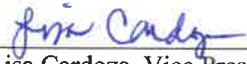
- (1) Solicitation of donations by the Assistant Vice President from assigned prospects;
- (2) Solicitation of alumni programming funds by the Association or its constituency groups in conjunction with Annual Giving;
- (3) The scholarship solicitation mailing conducted on our behalf by the Annual Giving office each fall;
- (3) Solicitation of sponsorships for special or annual events of the Association, such as the Distinguished Alumni Awards Banquet, homecoming events and activities, pre-game parties or similar events, provided that prospective sponsors are coordinated with the Vice President for University Advancement; and
- (4) Pursuing agreements with commercial vendors of the type generally associated with Alumni Associations, such as affinity credit cards, insurance programs, rental car discounts, and advertising or sponsorship of membership publications.

(C) Notwithstanding subdivision (B), the Association agrees that the Assistant Vice President will inform the Vice President for University Advancement of any planned solicitations for any purpose.

(E) Further, the Association agrees that it will consider the University's established fundraising schedule whenever it plans to solicit funds, including programming donations which have replaced membership dues.

(F) Once approved in writing as required by Article 15, a fundraising campaign may continue to completion without further approvals.

THE UNIVERSITY

By: 
Lisa Cardoza, Vice President

Date: 5/25/23

THE ASSOCIATION

By: 
Walter Borland, President 2022-23

Date: 5/8/2023

Addendum No. 2 to MOA

**Between California State University, Sacramento and
Sacramento State Alumni Association**

"Constituency Alumni Groups"

(A) For purposes of Article 15 the term "constituency alumni group" means and includes only a chapter, network, or affiliate group of the Sacramento State Alumni Association which has been chartered in accordance with the by-laws of the Sacramento State Alumni Association.

(B) No organization may identify itself as an alumni organization affiliated with California State University, Sacramento, or use the term "alumni" in its name, literature or in any manner which includes a reference to California State University, Sacramento, unless it is a chapter, network, or affiliate of the California State University, Sacramento, Alumni Association.

(C) The term "constituency alumni group" does not include booster or support groups for specific activities, teams, departments, schools, or colleges, such as "Friends of the Sacramento State Library" or "Hornet Club," provided the group or organization does not use the term "alumni" in its name or literature.

(D) California State University, Sacramento, through its President, agrees to enforce the terms and restrictions of this addendum.

THE UNIVERSITY

THE ASSOCIATION

By: Lisa Cardoza
Lisa Cardoza, Vice President

By: Walter Borland
Walter Borland, President 2022-23

Date: 5/25/23

Date: 5/8/2023