

Exhibit 1

**SETTLEMENT AGREEMENT
AND GENERAL RELEASE OF ALL CLAIMS**

This Settlement Agreement and General Release of All Claims (the “Agreement”) is made by and between plaintiffs Nathan Apodaca (“Apodaca”) and Students for Life at California State University San Marcos (“SFL”) (collectively, “Plaintiffs”), on the one hand, and The Board of Trustees of The California State University (“CSU”) and Associated Students, Inc. of California State University San Marcos (“ASI”) (collectively, “Defendants”), on the other hand (all collectively referred to as “the Parties”), with respect to the following facts:

A. Named Parties in the Litigation. Apodaca was a student at California State University San Marcos (“CSUSM”) and has at relevant times been a member and agent of SFL. SFL is an authorized Registered Student Organization (“RSO”) at CSUSM. Timothy P. White, a named defendant, has at all relevant times been acting in his official capacity as Chancellor of the California State University (“CSU”) system. Karen S. Haynes, a named defendant, has at all relevant times before her retirement in 2019 been acting in her official capacity as President of CSUSM.

B. The Case. On May 17, 2017, Plaintiffs filed a Complaint in Federal Court for the Southern District of California against Defendants and others, alleging damage and injury to their protected federal Free Speech interests by reason of actions and policies administered by the Defendants (Case No. 3:17-ev-01014-L-AHG) (the “Case”). Defendants generally denied any violation of Plaintiffs’ rights.

C. Settlement MOU. After the Parties each filed motions for summary judgment, the Court issued an Order granting in part and denying in part both Plaintiffs’ and Defendants’ motions. Thereafter, on September 26, 2019, the Parties conducted a mediation session (the “Mediation”) before the Honorable Allison H. Goddard, United States Magistrate Judge to discuss a potential resolution to the remaining issues. At the Mediation, the Parties reached an agreement by which all issues in the Case were resolved in principle, and activity in the Case stayed, pending and subject to the drafting of, and agreement of the Parties to, certain policy and procedure revisions and this formal Agreement.

D. Final Agreement. Having met and conferred, and reached agreement to the policy and procedure issues raised in and by Plaintiffs’ Complaint and First Amended Complaint, the Parties now desire to and do state their complete agreement on the terms of settlement in this Agreement, and by this Agreement bring to an end all issues and disputes in the Case.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Economic Consideration.

In exchange (consideration) for the promises Plaintiffs make in this Agreement, Defendants CSU and ASI agree to pay to Plaintiffs the sums below as economic compensation (the “Settlement Amounts”). The Settlement Amounts shall be payable as directed, and allocable as follows:

a. Damages. CSU shall pay Three Thousand Dollars (\$3,000.00) to Plaintiffs as damages, in the form of a check made payable to Students for Life at California State University,

San Marcos; and

b. Refund of Apodaca student association fees. ASI shall pay Three Hundred Dollars (\$300.00) to Plaintiff Nathan Apodaca, as a refund of his Student Association Fees; and

c. Attorneys' fees. CSU shall pay Two Hundred Forty Thousand Dollars (\$240,000.00) made payable to Alliance Defending Freedom, 15100 N. 90th Street, Scottsdale, Arizona 85260, as attorneys' fees incurred by Plaintiffs in the Case.

The Settlement Amounts referenced in this paragraph shall be made fifteen (15) days after the date on which all of the following have been completed: This Agreement has been fully executed by the Parties, the case has been dismissed as provided in this paragraph or in section 12, and counsel for Defendants has received a fully completed vendor payee form and any other legally required form(s) from Plaintiffs and Alliance Defending Freedom and instructions for payment delivery for the payments in paragraphs 1, supra. In the event that the Court does not dismiss the case as anticipated by section 12, Plaintiffs will dismiss the Case with prejudice pursuant to Federal Rule of Civil Procedure 41(a)(1)(A)(ii).

2. Other Consideration and Policy Changes.

a. In general. The following adjustments shall be made to CSUSM-ASI's processes for reallocating mandatory student association fees under CSUSM-ASI's ALF program, CAB program, and for direct student speaking events support from the ASI Board of Directors. ASI shall adopt viewpoint neutral standards guiding decision-making in connection with the allocation of mandatory student association fees made to any RSO or other similar student-conducted event that involves viewpoint expression including the use of ASI Funds through the ALF process. The standards will be sufficient to ensure that allocation decisions are made in a viewpoint neutral fashion consistent with the policies and processes discussed in *Southworth II*.

As part of the policy revisions, any allocation of mandatory student association fees by ASI to RSO's for events shall (1) be made in in a viewpoint neutral manner; (2) not discriminate against any funding request based on the viewpoint to be expressed by the RSO or proposed event; (3) be made in accordance with viewpoint neutral objective criteria; and (4) be adjudicated by ASI in a process that provides (a) that if the ASI fund application is denied or reduced, the decision-maker shall state on the record or in writing the reasons therefore, and (b) provide for a right of prompt appeal of the denial or reduction of the request to an appropriate official or administrator.

In addition, no later than ninety (90) days after this Agreement becomes final, the Chancellor's Office of the California State University shall issue a policy directive to the campuses that the allocation of any applicable student association funds for student speech events (i) must be based on procedures and criteria that are viewpoint neutral, and (ii) may not be based on the approval or disapproval of an organization's or association's viewpoint.

b. Specific policy changes referenced in this section. To implement the general terms set forth in this paragraph 2(a), supra, the following policy or procedural changes appended as Exhibits to this Agreement will be adopted as written, or with only non-material language amendments (e.g., hyperlinks, cross-references, updated addresses for submission of forms, minor title changes to conform to section usage, or the like).

i. Chancellor's Office Policy Directive, styled *Memorandum to all Campus Presidents, Campus Counsel, Campus VP's for Student Affairs, and Campus ASI Presidents entitled "Allocating Student Association Fees: Viewpoint Neutrality Policy Directive."* Ex. A.

ii. ASI By-law Amendments, incorporate viewpoint neutrality in the CSUSM ASI bylaws. Ex. B.

iii. ASI Viewpoint Neutrality Policy and General Procedures, styled *CSUSM-ASI Viewpoint Neutrality Policy and General Procedures*, incorporating viewpoint neutrality in ASI Operating Policies in greater detail. Ex. C.

iv. ASI-ALF Leadership policy for funding for RSO events, styled *CSUSM-ASI Leadership Funding On-Campus Events Application and Guidelines Revised January 17, 2020* replacing current RSO guidelines. Ex. D.

v. ASI ALF Conference and Travel Policy, styled *CSUSM-ASI ALF Conference and Travel Policy and Procedure*, new, to be used in conjunction with the ASI general Travel Policy on trip reimbursement. Ex. E. and

c. Changes in Center Funding. In lieu of adopting and enforcing policies such as those outlined above for the Gender Equity and Pride Centers, effective retroactive to July 1, 2019, the CSUSM Gender Equity Center and Pride Center will no longer be funded by the mandatory student association fee charged to students.

d. ASI Board of Directors/Campus Activity Board. The ASI BOD/CAB will no longer use mandatory association fees to fund expressive activities unless and until ASI adopts viewpoint neutral criteria to guide the BOD/CAB decision making.

3 General Release. As of the date of this Agreement, Plaintiffs, for themselves and their membership, unconditionally, irrevocably, and absolutely release and discharge Defendants, and each of them, including the State of California, CSU, the CSU System and its Board of Trustees and current and former Chancellors, and California State University San Marcos and its President and former President, and its employees, agents and assigns, affiliates or related entities, and the Associated Students, Incorporated of CSUSM and its Board, officers, committees and affiliates and agents, as well as attorneys for said entities (collectively, "Releasees"), from all claims under the laws of the United States and the State of California, related in any way to the transactions or occurrences between them to date growing out of or relating to the policies, practices or rules referred to in the Case, to the fullest extent permitted by law, including, but not limited to, any losses, liabilities, claims, charges, demands and causes of action, known or unknown, suspected or unsuspected, arising directly or indirectly out of or in any way connected to the facts giving rise to this case. This release is intended to have the broadest possible application and includes, but is not limited to the following types of claims related to the facts giving rise to this case, any tort, contract, common law, constitutional or other statutory claims, including, but not limited to, alleged violations of the Constitution of the United States, any Federal Laws, any rights under the California Constitution, relating to free speech or free expression or free exercise, and any rights for injunctive relief, damages or attorneys' fees attendant to any such release claims.

Plaintiffs acknowledge that they may discover facts or law different from, or in addition to, the facts or law that they know or believe to be true with respect to the claims released in this Agreement and agree, nonetheless, that this Agreement and the release contained in it shall be and remain effective in all respects notwithstanding such different or additional facts or the discovery of them.

The Parties declare and represent that this Agreement is final and complete and not subject to any claim of mistake, and that each has had the benefit of legal counsel in negotiating and preparing its terms. The Parties execute this Agreement with full knowledge that the release herein covers all possible claims against the Releasees, to the fullest extent permitted by law, and is deemed a full and complete settlement of all claims and damages against Defendants regardless of the adequacy or inadequacy of the Settlement Payments. Should any later proceeding be brought by Plaintiffs or any agency concerning the matters resolved herein, Plaintiffs agree that the consideration received by them under this Agreement is in full and complete recompense for any damages or fees they, or its members, has suffered as a result of the incidents described in the Case.

4. California Civil Code Section 1542 Waiver. Plaintiffs expressly acknowledge and agree that **all** rights under Section 1542 of the California Civil Code are expressly waived. That section provides:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

Plaintiffs understand that they are “releasing parties” within the meaning of Section 1542.

5. No Admissions. By entering into this Agreement, (i) Defendants are not making any admission that they have engaged, or are now engaging, in any unlawful conduct or practice, and (ii) Plaintiffs are neither recognizing the validity of any defense Defendants may have asserted, nor providing any assurance or certification that all aspects of Defendants’ revised policies fully comply with the United States Constitution. It is understood that this settlement is not an admission of liability, but is in compromise of disputed allegations and is entered into solely to avoid litigation and expense. The Parties agree that their settlement and this Agreement shall not be admissible in any proceeding or action involving any party to this Agreement, except one to enforce this Agreement.

6. Severability. In the event any provision of this Agreement shall be found unenforceable by this Court or any other court of competent jurisdiction, the provision shall be deemed modified to the extent necessary to allow enforceability of the provision as so limited, it being intended that the Releasees shall receive the benefits contemplated herein to the fullest extent permitted by law. If a deemed modification is not satisfactory in the judgment of such court, the unenforceable provision shall be deemed deleted, and the validity and enforceability of the remaining provisions shall not be affected thereby.

7. Applicable Law. The validity, interpretation, and performance of this Agreement shall be construed and interpreted according to the laws of the United States of America and the

State of California.

8. Integration. This Agreement contains the entire agreement between the Parties on the subjects addressed in this Agreement and replaces any other prior agreements or representations, whether oral or written, between them. No representations or inducements other than as expressly stated herein have been made to any party in connection with this Agreement.

9. Modification. This Agreement may be amended only by a written instrument executed by all parties hereto, except in those instances in which amendment or modification is required or permitted by statute ordinance or case law. Any action to interpret or enforce this agreement shall, only and exclusively, be brought in the United States District Court for the Southern District of California, and the parties agree they will stipulate that it be assigned to Judge James M. Lorenz.

10. Advice of Counsel. This Agreement is the product of negotiation and preparation by and among the Parties and their respective attorneys. The Parties agree to waive all rights to apply the rule of construction that any ambiguities are to be resolved against the drafter of this Agreement. For purposes of this Agreement, the Parties agree that ambiguities, if any, are to be resolved in the same manner as would have been the case had this instrument been jointly drafted.

11. Execution in Counterparts. This Agreement may be signed in counterparts, and the execution of the counterparts shall have the same force and effect as if all Parties had signed the same instrument. Any executed counterpart may be transmitted by facsimile or electronic mail, and such counterpart shall be treated as an original.

12. Effective date and conditions. This Agreement shall be effective as of the date that it is signed by all Parties hereto. On or before January 31, 2020, the parties will submit a short joint application to the District Court (1) describing in summary form compliance with the Court's previous summary judgment order, and (2) attaching a stipulation for dismissal with prejudice and order thereon for the Court to execute. Such stipulation will waive any rights to appeal by either party.

THE PARTIES TO THIS AGREEMENT HAVE READ THE FOREGOING AGREEMENT AND FULLY UNDERSTAND EACH AND EVERY PROVISION CONTAINED HEREIN.

Dated: January 23, 2020

By: 

The Board of Trustees of the California State
University

Dated: January 17, 2020

By:

A handwritten signature in black ink, appearing to be a stylized name, written over a horizontal line.

Associated Students, Inc. of California State
University San Marcos

Dated: January 28, 2020

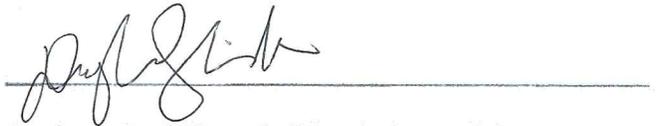
By:

A handwritten signature in black ink, appearing to be "Nathan Apodaca", written over a horizontal line.

Nathan Apodaca

Dated: January 28, 2020

By:

A handwritten signature in black ink, appearing to be "Students for Life", written over a horizontal line.

Students for Life at California State University San
Marcos

Exhibit A



MEMORANDUM

___, 2020

To: XXXX
From: XXXX

Re: Allocating Student Association Fees: Viewpoint Neutrality Policy Directive

Students at each campus are charged a mandatory Student Association Fee or Associated Student Body Fee (“Fee”) which is utilized and administered by the Associated Students body or organization (“AS”) at each campus. Among other things, the Fee may be used by AS to support and fund various student programs, activities, and organizations. Some of the funded events involve expressive activities, including but not limited to speeches, expression of ideas, or viewpoints on issues of public concern. Expressive activities may also include expression of viewpoints by individuals or small groups on issues of more limited local or personal concern.

As required by the First Amendment, all Fee allocation decisions *must* be guided by and follow procedures and criteria which are viewpoint neutral in nature. All such decisions must be reached in a viewpoint neutral fashion. Funding decisions made using any viewpoint neutral process or criteria are acceptable so long as the criteria are applied objectively, consistently, and transparently.

Viewpoint neutrality means that Fee allocation decisions *cannot* be based upon the approval or disapproval of the viewpoint of the student organization or its related programs and activities. Fee allocation decisions cannot be based on whether the decision maker likes or dislikes what a group or an organization does or stands for.

Each campus and each AS has the responsibility to ensure that Fee allocation decisions are made in accordance with procedures and criteria that are viewpoint neutral.



Each campus and each AS must review their current policies and procedures and take any actions necessary to ensure that Fee allocation decisions made by AS comply with the following viewpoint neutrality requirements:

(1) all policies and procedures must be in writing and must require viewpoint neutrality in all funding or allocation decisions where student fees are allocated to student organizations, events, or programs involving expressive activity;

(2) the policies must ensure that all funding or allocation decisions are made pursuant to narrow, objective, and definite standards, and which do not involve the exercise of judgment or formation of an opinion concerning the content of the event, or are otherwise affected in any way by the viewpoint of a student organization or the proposed event;

(3) the policies and procedures must be made available to and easily accessible by all students and student organizations; and

(4) the policies must contain an appeal process which allows for a method of prompt review by a university official of any contested decision to deny or restrict funding.

[To Be Inserted – Closing Salutary Statement]

Exhibit B

CSUSM-ASI Bylaws Amendment

DEFINITION SECTION OF BY LAWS

Viewpoint Neutrality: A process in which all funding or allocation decisions governing the allocation of mandatory student association fees are made pursuant to narrow, objective, and definite standards, and which does not involve the exercise of judgment or formation of an opinion concerning the content of the event, or is otherwise affected in any way by the viewpoint of a student organization or the proposed event.

ARTICLE 30: VIEWPOINT NEUTRALITY PRINCIPLES APPLICABLE TO REALLOCATION OF STUDENT FEES

All ASI decisions reallocating Student Association Fees for viewpoint expressive events shall be done in a viewpoint neutral way. Further details on the viewpoint neutral principles can be found within the “CSUSM-ASI Viewpoint Neutrality Policy and General Procedures.” The Board of Directors of ASI shall adopt policies and procedures to ensure implementation of this standard.

Exhibit C

CSUSM-ASI Viewpoint Neutrality Policy and General Procedures

I. Definitions

Term	Definition
Viewpoint Neutral Funding	A process in which all funding or allocation decisions are made pursuant to narrow, objective, and definite standards, and which does not involve the exercise of judgment or formation of an opinion concerning the content of the event, or is otherwise affected in any way by the viewpoint of a student organization or the proposed event.
RSO	Recognized student organizations [RSO] are organizations that are currently properly registered and in good standing with Student Life & Leadership.
ASI	Associated Students, Inc. [ASI] is a nonprofit public benefit corporation. ASI's mission is to serve, engage and empower students and promote a campus climate that meets the educational, social, and cultural well-being of all students. ASI supports and serves the University's educational purposes by (i) providing opportunities for students to enjoy the educational benefits and social enrichment gained from participation in extracurricular programs and activities, and (ii) stimulating discussion and debate on a wide range of issues from a variety of viewpoints.

II. Funding Standards

(A) Viewpoint Neutrality Compliance

All funding decisions must be made without regard to the viewpoint being expressed by an RSO. An RSO cannot be granted or denied funding on the basis of its viewpoint or because it advocates a particular opinion or view. Funding decisions must be based on procedures and criteria that are not tied to the viewpoint expressed by the RSO or the approval, disapproval, acceptance, or rejection of that viewpoint.

All individuals making funding decisions on behalf of ASI must agree and warrant that they will comply with and abide by the requirement that decisions must be made in a viewpoint neutral manner. With respect to any funding decision, all of the individuals making the funding decision are responsible for ensuring compliance with the requirement of viewpoint neutrality. Individuals who knowingly and intentionally violate the viewpoint neutrality requirement are subject to any otherwise available and appropriate corrective measures, including removal or suspension from their ASI office(s) or position(s), or disqualification from any future funding decisions. Any funding decision made in violation of the viewpoint neutrality requirement is null and void.

Viewpoint neutral criteria and processes will be utilized during the decision making process for any and all ASI funding policies and procedures involving expressive activities . If there is a conflict between the CSUSM-ASI Viewpoint Neutrality Policy and General Procedures and other ASI funding guideline(s), the viewpoint neutral guidelines control.

(B) Procedures for Evaluating Applications for or Decisions to Allocate Student Association Fees to Expressive Events.

Within ASI there are two programs under which Student Association Fees may be reallocated to fund an event containing expressive activity: (1) Upon application by a qualifying RSO, under the ASI-ALF Leadership program; and (2) Upon application by a qualifying student, under the ASI Travel Policy (for conference or program attendees). These two programs will be collectively referred to and called the ASI Expressive Activity Student Association Fee Reallocation Programs. Any additional programs regulating or supporting student speech activities funded by mandatory student association fees created by ASI in the future must have written policies that provide Viewpoint Neutral Funding as defined herein.

Specific and separate procedures have been adopted to guide decisions made under these two programs, including the right to appeal any adverse decisions regarding applications for funding. Adverse decisions, if any, are appealable to an appropriate campus official as provided in the specific ASI Expressive Activity Student Association Fee Reallocation Program Procedures.

Exhibit D

CSUSM-ASI Leadership Funding On-Campus Events Application and Guidelines

ASI Mission Statement

ASI serves, engages, and empowers students.

ASI Leadership Funding Programs

ASI provides leadership funding for student organizations' events and student attendance at professional conferences. The ASI Executive Vice President and professional staff members determine the allocation of these funds. All such allocations are made in accordance with the ASI Bylaws and CSUSM-ASI Viewpoint Neutrality Policy and General Procedures.

ALF administers two student enrichment programs: (1) on-campus events proposed by registered student organizations ("RSO"); and (2) student travel to conferences for personal enrichment. This On-Campus Events Policy governs funding for RSO on-campus events. Funding for student travel is governed by a separate Conference and Travel Policy.

Approved funding for RSO on-campus events is based on eligibility and compliance with the procedures outlined below. Awarded funds are on a first come-first served basis. These funds are for reimbursement or for payment to vendors. Events must take place during the academic year. An RSO may not utilize ASI's logo or name in the advertisement or promotion of an event. ASI's decision to fund an event does not constitute co-sponsorship. All events must be conducted in compliance with applicable University rules, regulations and policies, including facilities use policies if the event will require reservation and use of University space. All events must be compliant with and not violate any federal, state or local law, statute, ordinance, code, or regulation.

All students are encouraged to request funding early in the year in order to secure funds prior to their event. The applicant will receive an email noting the decision on the applications. If approved, recipients are required to submit receipts or payment requests no later than June 1st of the academic year in which the event takes place; such receipts should be sent or brought to the ASI office in USU 3700 in order to process payments for the awarded funds.

I. RSO On-Campus Event Funding Process

(A) Application Process

The application for RSO funding will begin on a date as determined by ASI and posted on its website or through some other announcement to the campus community, and will remain open until ASI funds have been fully distributed. All applications will be processed in accordance with viewpoint neutral application procedures and applicable deadlines.

Funding decisions shall be made in the order of when the application was received. Awarded funds are on a first come, first served basis. Events must take place during the academic year. Awards must be made in conformance with ASI's viewpoint neutrality requirement.

All of the individuals making a funding decision shall use a standardized evaluation form. The forms will be maintained by ASI for a period of four (4) years.

(B) Eligibility; General Requirements and Conditions

An RSO shall be eligible to obtain ALF funding if it satisfies the following requirements at the time the application is submitted: (1) the RSO is properly registered as a recognized student organization in good standing through Student Life & Leadership, and (2) a representative of the RSO has attended a financing workshop prior to submitting their first funding application for the academic school year.

All applications for ALF funding by an eligible RSO shall be granted in the amount requested provided that (1) ALF funds are still available at the time the application is submitted, and (2) the RSO-sponsored event or program satisfies the following requirements and conditions:

1. The event will be held on-campus.
2. The event will be free to attend.
3. The application must contain a budget detailing how the funds will be used. Funding may only be used for consumable items and facility costs such as food for attendees, paper products, event/program advertising, and rental or cleaning costs.
4. Funding is **not** available, and may not be used, for any of the following: door prizes, raffles, opportunity drawings, honorariums, speaker fees, donations, gifts, or give-away items.
5. An RSO may receive up to \$500 in ALF funding per semester.
6. If an event or program is not open to the entire campus community, the maximum ALF amount that may be requested is **\$250**. This includes graduation ceremonies.
7. If an event or program is open to the entire campus community, the maximum ALF amount that may be requested is **\$500**.
8. An RSO may co-sponsor an event with another RSO. For a co-sponsored event, each RSO is eligible to submit an application for the maximum amount. Co-sponsored events can be funded up to \$1,500. ALF contribution for co-sponsored funding is **not** available for individual RSO members.

9. Submission of forms via email is permissible, so long as the RSO retains, and produces upon request from ASI, original signed copies of required forms, verifications, and statements.

10. Incomplete applications will be rejected and must be re-submitted as a new application.

11. Use of funding for any activity not disclosed in the application will disqualify an RSO from receiving any future ALF funding for a period of one academic year.

12. Funding may only be used or expended in support of the specific program or event identified in the funding application.

(C) Reconsideration of Application Decision

Each RSO shall submit its application to the ASI Executive Vice President electronically. No later than the close of business five business days from the date the application is submitted, the ASI Executive Vice President must approve or deny the application and deliver their decision in writing via electronic communication to the person that submitted the application on behalf of the RSO. Email is permissible for this notification. If the application satisfies the criteria set forth above and ALF funds are available, the ASI Executive Vice President must approve the application as submitted. If the ASI Executive Vice President denies the application or decreases the original funding request amount, the ASI Executive Vice President must (1) issue their decision in writing to the RSO, and (2) identify the specific reasons for the denial or reduction. If the RSO disagrees with the decision, the RSO may request a meeting with the ASI Executive Vice President or the ASI Executive Vice President's designee within three (3) business days of receipt of the decision. The meeting shall take place within five (5) business days of the request. At the meeting, the parties will discuss the application and the ASI Executive Vice President shall explain the ASI Executive Vice President's reasons for any reduction in amount or denial of the application. The RSO will receive written notice of the ASI Executive Vice President's decision within three (3) business days after the meeting. If the decision confirms the denial of or decrease in funding, the decision will explain and state in writing the reasons why the funding was denied or decreased.

II. Appeal Process

(A) Generally

If the RSO contends that the ASI Executive Vice President's post-meeting decision violates or did not comply with the viewpoint neutrality requirement, it may file an appeal. The RSO has five (5) business days after receipt of the written post-meeting decision to file an appeal. Such appeal must be in writing and state the reason the RSO believes the application was wrongfully denied or reduced. The appeal shall be limited to the question of whether the application was properly denied pursuant to the policy or whether viewpoint or opinion played an impermissible role in the denial or reduction.

The CSUSM Vice President of Student Affairs (“VPSA”) or the VPSA’s designee will review the appeal and issue a written decision as soon as reasonably practicable but no later than ten (10) business days of receipt of appeal.

(B) Standard of Review

The VPSA or the VPSA’s designee shall determine “de novo” (*i.e.*, without any deference to the ASI Executive Vice President’s decision) whether the funding decision complied with the terms of the policy or whether it violated the viewpoint neutrality requirement.

Exhibit E

CSUSM-ASI ALF Conference and Travel Policy and Procedure

ASI Mission Statement

ASI serves, engages, and empowers students.

ASI Leadership Funding Generally

ASI provides leadership funding for student organizations' events and student attendance at professional conferences. The ASI Executive Vice President and professional staff members determine the allocation of these funds. All such allocations are made in accordance with the ASI Bylaws and CSUSM-ASI Viewpoint Neutrality Policy and General Procedures.

This Policy and Procedure governs approval of funding for student attendance at professional conferences. The mechanics of how to account for and receive reimbursement for approved travel are set forth in a separate policy entitled "Travel Policy," which can be found in the ASI Standard Operations Policy & Procedure Manual, June 20, 2016 ed.

Approved funding is based on eligibility and compliance with the procedures outlined below, and with the procedures in the ASI Travel Funding policy. Awarded funds are on a first come-first served basis. These funds are for reimbursement or for payment to vendors. Events must take place during the academic year. All events must be conducted in compliance with applicable University rules, regulations, and policies. All events must be compliant with and not violate any federal, state or local law, statutes, ordinances, codes or regulations.

All students are encouraged to request funding early in the year in order to secure funds prior to their event. The applicant will receive an email noting the decision on the applications. If approved, recipients are required to submit receipts or payment requests no later than June 1st of the academic year in which the event takes place; such receipts should be sent or brought to the ASI office in USU 3700 in order to process payments for the awarded funds.

Viewpoint Neutrality Policy

All student requests for travel and conference funding will be subject to the viewpoint neutral policies and procedures set forth in "CSUSM-ASI Viewpoint Neutrality Policy and General Procedures."

Application and Approval Procedure

All student requests for travel and conference funding must comply with sections B, C, and D of the Travel Policy and referenced attachments set forth in ASI's Standard Operations Policy & Procedures Manual. Section A of the Travel Policy, as written, which requires an assessment by ASI of how the proposed activity enhances the growth of the staff or student, does not apply to student travel and conference funding, but is limited to professional employee and skill-building conferences attended by employees and managers of ASI. Instead, for purposes of student travel and conference funding, this version of Section A will apply:

A. Student conference “Travel” includes, but is not limited to, conferences, seminars, symposia, workshops, retreats or similar events and meetings (together, called “conference activity”) selected by the student.

ASI shall not, in administering this Policy, evaluate or consider in any way the nature or content of the conference activity other than to verify that the described conference activity actually exists, and that it complies with all applicable University rules, regulations, and policies and all applicable federal, state or local laws, statutes, ordinances, codes, or regulations. ASI’s role with respect to Travel reimbursement for student conference activity shall be limited to (i) verifying that the stated conference is actually taking place, (ii) verifying that it complies with all applicable University rules, regulations and policies and all applicable federal, state or local laws, statutes, ordinances, codes or regulations, and (iii) ensuring compliance with the objective requirements of sections B, C, and D of the Travel Policy and its various attachments.

Reconsideration of Application Decision

If ASI denies the student travel/conference application or decreases the original funding request amount, ASI must (1) issue its decision in writing to the student, and (2) identify the specific reasons for the denial or reduction. If the student disagrees with the decision, the student may request a meeting with the ASI Executive Vice President or the ASI Executive Vice President’s designee within three business days of receipt of the decision. The meeting shall take place within five (5) business days of the request. At the meeting, the parties will discuss the application and the ASI administrator shall explain the reasons for any reduction in amount or denial of the application. The student will receive written notice of ASI’s decision within three (3) business days after the meeting. If the decision confirms the denial of or decrease in funding, the decision will explain and state in writing the reasons why the funding was denied or decreased.

Appeal Process

(A) Generally

If the student contends that ASI’s post-meeting decision violates or did not comply with the viewpoint neutrality requirement, the student may file an appeal within five (5) business days after receipt of the written decision to file an appeal. Such appeal must be in writing and state the reason the student believes the application was wrongfully denied or reduced. The appeal shall be limited to the question of whether the application was properly denied pursuant to the policy or whether viewpoint or opinion played an impermissible role in the denial or reduction.

The CSUSM Vice President of Student Affairs (“VPSA”) or VPSA’s designee will review the appeal and issue a written decision as soon as reasonably practicable but no later than ten (10) business days of receipt of appeal.

(B) Standard of Review

The VPSA or VPSA's designee shall determine "de novo" (i.e., without any deference to the decisions below) whether the funding decision complied with the terms of the policy or whether it violated the viewpoint neutrality requirement.