

MT. SAC AUXILIARY SERVICES CORPORATION
FIRST QUARTERLY MEETING OF THE BOARD OF DIRECTORS

Thursday, September 3, 2020

2:00 p.m. Zoom Meeting

<https://cccconfer.zoom.us/j/97382131788?pwd=UFgvMVR2SmR2TDIxVGpZQTdtcWtQdz09>

Password: 524999

Please provide any public comment by noon Thursday, September 3, 2020,
To: Yadira Santiago – ysantiago2@mtsac.edu

AGENDA

Auxiliary Services Board of Directors Members:

Morris Rodrigue, Chairperson	Doug Jenson (Staff)
Audrey Yamagata-Noji	Suzanne Luetjen (Staff)
Rosa Royce	Eddie Correa (Guest)
Jenny Leung	Brandin Bowman (Guest)
Associated Students Representative	Yadira Santiago (Notes)

1. Call to Order.
2. Public comment.
3. Consideration of Approval of Minutes for June 4, 2020.
4. Consideration of Approval of Pepsi Contract Amendment.
5. Discussion – Review of Bylaws
6. Discussion – Update on the Bookstore Advisory Committee and the Sodexo Advisory Committee.
7. Reports:
 - Administrative Services
 - SacBookRac
 - Sodexo
8. Adjourn

Board approved future meeting dates:

December 3, 2020

March 4, 2021

June 3, 2021

September 2, 2021

December 2, 2021

MT. SAC AUXILIARY SERVICES CORPORATION BOARD OF DIRECTORS MINUTES

Thursday, June 4, 2020

The fourth quarterly meeting of the Mt. SAC Auxiliary Services Corporation Board of Directors, held via zoom due to the Governors Safer at Home order, was called to order at 2:05 p.m. on Thursday, June 4, 2020, by Morris Rodrigue, Chairperson. Those present via zoom were: Morris Rodrigue, Audrey Yamagata-Noji, Jenny Leung, and Rosa Royce. Guest: Eddie Correa. Staff: Doug Jenson, Suzanne Luetjen, Kevin Owen, and Yadira Santiago. Absent: Amy Truong.

2 – No public comment.

3 – Consideration of Approval of Minutes for March 12, 2020 – It was moved by Rosa Royce, seconded by Morris Rodrigue, to approve the minutes of March 12, 2020. Agenda date should read March 12, 2020, not March 5, 2020.

Ayes: Rodrigue, Yamagata-Noji, Royce, Leung
Absent: Truong

4 – Consideration to accept the Election of Officers/Appointments – In accordance with the Bylaws of the Board of Directors, composition will be the following officers/appointments elected to terms of one year or until successors are elected and qualified, effective July 1, 2020:

Chairperson – Morris Rodrigue

Vice Chairperson – Audrey Yamagata-Noji

Secretary/Treasurer – Rosa Royce

Faculty – Jenny Leung

A.S. President – waiting on appointment of member from Associated
Students

It was moved by Rosa Royce to declare the presented officer elected/appointed members to the Board of Directors of the Mt. SAC Auxiliary Services Corporation. The motion was seconded by Jenny Leung. Morris would like to have a review of the Bylaws at the next scheduled meeting.

Ayes: Rodrigue, Yamagata-Noji, Royce, Leung
Absent: Truong

5 – Consideration of Approval of Income Statement Report for the Third Quarter 2019-20 and Auxiliary Statement of Revenues and Expenditures (Unaudited) YTD March 31, 2020 – It was moved by Audrey Yamagata-Noji, seconded by Morris Rodrigue, to approve the Income Statement Report for the Third Quarter 2019-20 and Auxiliary Statement of Revenues and Expenditures (Unaudited) YTD March 31, 2020.

Ayes: Rodrigue, Yamagata-Noji, Royce, Leung
Absent: Truong

6 – Consideration of Approval of Personnel Transactions – It was moved by Rosa Royce, seconded by Jenny Leung, to approve the Personnel Transactions.

Ayes: Rodrigue, Yamagata-Noji, Royce, Leung
Absent: Truong

7 – Consideration of Approval of the Annual Investment Policy Statement – It was moved by Rosa Royce, seconded by Audrey Yamagata-Noji, to approve the Annual Investment Policy Statement.

Ayes: Rodrigue, Yamagata-Noji, Royce, Leung
Absent: Truong

8 – Consideration of Approval of the Annual Disclosure of Conflict Of Interest – It was moved by Rosa Royce, seconded by Audrey Yamagata-Noji, to approve the Annual Disclosure of Conflict Of Interest.

Ayes: Rodrigue, Yamagata-Noji, Royce, Leung
Absent: Truong

9 – Consideration of Approval to Destroy Auxiliary Documents related to fiscal year 2014-15 – It was moved by Rosa Royce, seconded by Morris Rodrigue, to approve to Destroy Auxiliary Documents related to fiscal year 2014-15.

Ayes: Rodrigue, Yamagata-Noji, Royce, Leung
Absent: Truong

10 – Discussion update on the Bookstore Advisory Committee and the Sodexo Advisory Committee. At this time there is no update due to the Covid-19 Pandemic/campus closure. This item will be kept on the Agenda for the next few meetings. Kevin Owen, Director, Technical Services, and Brandin Bowman, Assistant Director, Technical Services, would like to serve on the Sodexo Advisory Committee.

- Bookstore Advisory Committee – Audrey Yamagata-Noji will work with Suzanne Luetjen and Ann Del Muro of Barnes & Noble.
- Sodexo Advisory Committee – Audrey Yamagata-Noji will work with Eddie Correa of Sodexo.

11 – Reports:

- Administrative Services – Morris Rodrigue
- SacBookRac – Suzanne Luetjen
- Sodexo – Eddie Correa

12 – Adjournment – The meeting adjourned at 2:38 p.m.

AMENDMENT

THIS AMENDMENT (the “*Amendment*”) effective as of August 4, 2020 (the “*Effective Date*”) is made between Bottling Group, LLC, a Delaware limited liability company, and its affiliates and/or respective subsidiaries collectively comprising of Pepsi Beverages Company with an office located at 4416 N. Azusa Canyon Road, Baldwin Park, CA 91706 (“*Pepsi*”) and Mt. San Antonio College Auxiliary Services, with its principal place of business at 1100 N. Grand Avenue, Walnut, CA 91789 (the “*Customer*”).

WHEREAS, Pepsi and the Customer are parties to the Sponsorship Agreement commencing on July 1, 2020 (the “*Agreement*”); and

WHEREAS, Customer has been temporarily closed or otherwise limited in their sale of the Products due to the Covid-19 pandemic;

NOW, THEREFORE, in consideration of these premises and the covenants herein contained, it is hereby agreed that the Agreement is amended as follows. As used in this Amendment, capitalized terms defined in the Agreement and not otherwise defined in this Amendment shall have the respective meanings assigned thereto in the Agreement.

1. Section 7 (A) **Annual Sponsorship Fees**. The Annual Sponsorship Fees for Year one of the Term (the applicable period July 1, 2020 – June 30, 2021) is hereby deleted in its entirety and replaced with the following:

Customer and Pepsi acknowledge and agree that the Annual Sponsorship Fees for Year 1 for the applicable period, originally scheduled to be paid at Sixty Five Thousand US Dollars (\$65,000), shall be revised to Thirty-Two Thousand Five Hundred US Dollars (\$32,500) payable to Customer within sixty (60) days after the signing of this Amendment by both parties. The Annual Sponsorship Fees are earned throughout the Year in which they are paid. In the event of early termination for any reason other than an uncured material breach by Pepsi pursuant to Section 10 herein, the unearned Annual Sponsorship Fees will be repaid to Pepsi pursuant to the terms of Section 10 herein.

In addition, to the above, Pepsi acknowledges and agrees to provide Customer with special rebates. Pepsi will calculate the total number of eligible Cases and Gallons purchased by Customer and its Food Service Provider throughout the applicable year (the “*Special Rebates*”). Pepsi shall calculate the total number of Cases and Gallons purchased and shall provide Customer with a special rebate of \$5.38 on all Cases/Gallons (“*units*”) purchased in excess of 6,041 units during the applicable period. The Special Rebates shall be payable to Customer within sixty (60) days after June 30, 2021, up to an amount not to exceed Sixty-Five Thousand US Dollars (\$65,500).

2. **Section 19. Force Majeure**: The Force Majeure language is hereby deleted in its entirety and replaced with the following:

No party will be responsible to the other for any failure, in whole or in part, to perform any of its respective obligations hereunder, to the extent and for the length of time that performance is rendered impossible or commercially impracticable resulting directly or indirectly from any foreign or domestic embargo, product detention, seizure, act of God, pandemic, epidemic, insurrection, war and/or continuance of war, the passage or enactment of any law ordinance, regulation, ruling, or order interfering directly or indirectly with or rendering more burdensome the purchase, production, delivery or payment hereunder, including the lack of the usual means of transportation due to fire, flood, explosion, riot, strike or other acts of nature or man that are beyond the control of the parties unless such contingency is specifically excluded in another part of this Agreement (“**Force Majeure Event**”). Any party(s) so affected, will (i) use all reasonable efforts to minimize the effects thereof and (ii) promptly notify the other party(s) in writing of the Force Majeure and the effect of the Force Majeure on such party’s ability to perform its obligations hereunder. The affected party(s) will promptly resume performance after it is no longer subject to Force Majeure. In the event that the Customer’s performance is temporarily suspended pursuant to a Force Majeure Event, Customer’s funding obligations will be suspended for the duration of Customer’s nonperformance. Once the Customer resumes performance or in the event Customer is able to perform some, but not all of its obligations herein, any fixed, advanced, or guaranteed funding will be adjusted commensurate with the decline in volume associated with the suspended or partial performance.

3. The support provided by Pepsi herein is conditioned upon Customer’s compliance with Pepsi’s payment terms and all performance requirements as set forth in the Original Agreement. Nothing herein shall be construed as any waiver from Pepsi’s standard policies, practices or terms as outlined in the Original Agreement.

All other terms and conditions of the Original Agreement that are not amended by this Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, Pepsi and Customer have caused this Amendment to be executed by the authorized persons set forth below.

Bottling Group, LLC

Mt. San Antonio College Auxiliary Services

By _____

By _____

Print name: _____

Print name: _____

Title: _____

Title: _____

Date: _____

Date: _____

BYLAWS OF
MT. SAC AUXILIARY SERVICES

ARTICLE I
Name

The name of this corporation shall be the MT. SAC AUXILIARY SERVICES

ARTICLE II
Principal Office

The principal office of this Corporation for transaction of business is located in the City of Walnut, County of Los Angeles, California, at 1100 North Grand Avenue, Walnut, California 91789.

ARTICLE III
Purposes

The purposes of Mt. SAC Auxiliary Services are to provide supportive services and specialized programs for the general benefit of the Mt. San Antonio Community College District, to include but not limited to receipt of gifts, property, and funds to be used for the benefit of the District.

ARTICLE IV
Membership

This Corporation shall have no members other than the persons constituting its Board of Directors. The Board of Directors shall, under any statute or rule of law, be the members of this Corporation and shall have all the rights and powers members would otherwise have.

ARTICLE V
Board of Directors

Section 1. Number of Directors. The Board of Directors shall consist of five (5) voting members (until changed by amendment to these Bylaws as hereinafter provided).

Section 2. Powers of Directors. Subject to the provision of the California Nonprofit Corporation Law and any limitations in the Articles of Incorporation and these Bylaws, the business and affairs of this Corporation shall be managed, and all corporate powers shall be exercised by or under the direction of the Board of Directors. The Board of Directors may delegate the performance of any duties or the exercise of any powers to such officers or agents as may from time to time by resolution be designated.

Section 3. Selection (Election) and Term of Office. The Board of Directors shall be comprised initially of the below named positions and incumbent position holders.

1. Superintendent/President
2. Vice President, Business Services
3. Director, Mt. SAC Auxiliary Services
4. Two members appointed by Superintendent/President for one-year term

Section 4. Vacancies. A vacancy in a Director position because of removal, death, resignation, or otherwise, shall be filled in the same manner as the former occupant of the position was selected. Any person selected to fill a vacancy on the Board of Directors shall hold office for the unexpired term of his or her predecessor in office, subject to the power of removal contained herein.

Section 5. Voting. Each member of the Board of Directors shall have one vote. There shall be no proxy voting permitted for the transaction of any of the business of this Corporation.

Section 6. Annual Meeting. There shall be an annual meeting of the Board of Directors on the first Thursday in June each year.

Section 7. Meetings. Meetings of the Board of Directors for any purpose or purposes shall be called at any time by the Chairperson. The Chairperson shall be required to call a meeting upon the joint request of any two (2) members of the Board. All meetings of the Board of Directors shall be governed by Robert's Rules of Order, including such revisions thereof as may from time to time be published, except insofar as such rules are inconsistent with these Bylaws, with the Articles of Incorporation, or with applicable law.

Section 8. Place of Meetings. Meetings of the Board of Directors shall be held at any place within this State which has been designated from time to time by resolution of the Board or by written consent of all members of the Board. In the absence of such designation, meetings shall be held at the principal office of this Corporation.

Section 9. Notice of Meetings.

(a) Written notice of every regular meeting shall be given to each Director at least seven (7) days before each meeting. Notice may be delivered personally or by mail to the last known address of the addressee and, if mailed, is complete upon mailing. Written notice of any meeting shall also be given pursuant to this subsection to any person who requests such notice in writing.

(b) An agenda listing the matters to be considered at each meeting shall be given to each Director, and to any person so requesting, at least seven (7) days before the meeting.

(c) Notwithstanding anything in this section to the contrary, the Chairperson may call an emergency meeting of the Board without giving the normal notice if such a meeting is necessary to discuss an unforeseen emergency condition. An Emergency condition for the purpose of this subsection is any condition that, if not addressed by the Board promptly, may result in a detriment to this Corporation or to the District. Notice of any emergency meeting may be delivered personally, telephoned, or mailed, and shall be received at least twenty-four (24) hours before the time of such meeting.

Section 10. Open Meetings. All meetings of the Board shall be open and public, and all persons shall be permitted to attend any meeting of the Board, provided, however, that the Board may hold closed sessions during any meeting to consider those matters that may lawfully be considered in such sessions under Chapter 9 of Part 1 of Division 2 of Title 5 of the Government Code, commencing with Section 54950.

Section 11. Quorum. Three-fifths (3/5) of the total number of voting Directors shall constitute a quorum for the transaction of business at any meeting. Every act or decision done or made by the Directors present at a meeting at which a quorum is present shall require at least three votes to be regarded as the act of the Board of Directors.

Section 12. Removal of Directors. Directors of this Corporation may be removed at any time by a four-fifths (4/5) vote of the total number of voting Directors.

Section 13. Compensation. The Directors of this Corporation shall serve without compensation.

ARTICLE VI Officers

Section 1. Officers. The officers of this Corporation shall be a Chairperson, Vice Chairperson, Secretary-Treasurer, and such other officers as the Board of Directors may appoint.

Section 2. Election. The Board of Directors shall elect all officers of this Corporation for terms of one year, or until their successors are elected and qualified. The annual election shall be held at the annual meeting on the first Thursday in June. All officers shall be drawn from the Board membership.

Section 3. Chairperson. Subject to the control of the Board of Directors, the Chairperson shall preside at all meetings of the Board, and shall have such other powers and duties as may be prescribed from time to time by the Board of Directors. The Chairperson shall have a vote on all matters.

Section 4. Vice Chairperson. In the absence or disability of the Chairperson, the Vice Chairperson shall perform all the duties of the Chairperson. The Vice Chairperson shall have such other powers and perform such other duties as may be prescribed from time to time by the Board of Directors.

Section 5. Secretary-Treasurer. The Secretary-Treasurer shall assist the Chairperson in the preparation of the agendas for the meetings, shall keep a full and complete record of the proceedings of all meetings of the Board of Directors, shall keep the seal of this Corporation and affix the same to such papers and instruments as may be required in the regular course of business, shall provide such notices as may be necessary or proper, shall supervise the keeping of the books of this Corporation and shall discharge such other duties as pertain to the office or as prescribed by the Board of Directors. The Secretary-Treasurer shall be the chief financial officer of this Corporation and, if so required by the Board of Directors, shall give a bond for the faithful discharge of his or her duties in such sum and with such surety as the Board of Directors shall deem appropriate. The Secretary-Treasurer shall submit an annual report to the Board on or about June 30 of each year. In case of the absence or disability of the Secretary-Treasurer, or his or her refusal or neglect to act, such notices may be provided by the Chairperson, or by the Vice Chairperson or by any person thereunto authorized by the Chairperson or by the Vice Chairperson, or by the Board of Directors.

ARTICLE VII
Defense and Indemnification

This Corporation shall defend any Director who is a party or is threatened to be made a party to any proceeding, other than an action by or in the right of the Corporation, by reason of the fact that such Director is or was an agent of this Corporation, and will indemnify any such Director against expenses, judgments, fines, settlements, and any other amounts actually and reasonably incurred in connection with such proceeding if such Director acted in good faith and in a manner such Director reasonably believed to be in the best interest of this Corporation and, in the case of a criminal proceeding, if such Director had no reasonable cause to believe the conduct was unlawful.

ARTICLE VIII
Conflict of Interest

No Directors shall be financially interested in any contract or other transaction entered into by the Board of Directors, and any contract or transaction entered into in violation of this is void. No Director may utilize information obtained by reason of Board membership for personal gain, and the Board of Directors may recover any such gain realized.

ARTICLE IX
Amendment of Bylaws

These Bylaws may be amended at any regular meeting of the Board of Directors by a three-fifths (3/5) vote of the total voting membership of the Board, providing that the amendment has been submitted in writing at the previous regular meeting.

CERTIFICATE OF SECRETARY-TREASURER

OF THE

MT. SAC AUXILIARY SERVICES

A California Nonprofit Public Benefit Corporation

I hereby certify that I am the duly elected and acting Secretary-Treasurer of said Corporation and that the foregoing Bylaws, comprising *Four (4)* pages, constitute the Bylaws of said Corporation as duly adopted at a meeting of the Board of Directors thereof held on *MAY 4*, 1982.

Date:

MAY 4, 1982.

R.E. Moon Jr.

Secretary-Treasurer (Typed Name)



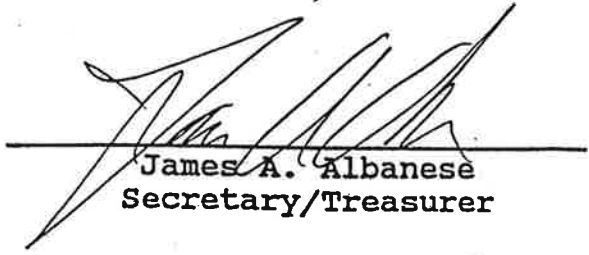
FIRST AMENDMENT TO BYLAWS OF MT. SAC AUXILIARY SERVICES

ARTICLE V

Section 3. Selection (Election) and Term of Office. The Board of Directors shall be comprised initially of the below named positions and incumbent position holders.

1. Superintendent/President
2. Vice President, Business Services
3. Associated Students' President
4. Two members appointed by the Superintendent/President for one-year term, and selected from one or more of the following categories:

Administration and staff
Faculty
Students
Members of the community



James A. Albanese
Secretary/Treasurer

Approved by Auxiliary Board 12/6/93
Effective January 1, 1994
Second Reading Approved by Auxiliary Board 3/7/94


SECOND AMENDMENT TO BYLAWS OF MT. SAC AUXILIARY SERVICES

ARTICLE V Board of Directors

Section 3. Selection (Election) and Term of Office. The Board of Directors shall be comprised initially of the below named positions and incumbent position holders.

1. Vice President, Administrative Services
2. Vice President, Student Services
3. Associated Students' President
4. Two members appointed by the Vice President, Administrative Services for one-year term, and selected from one or more of the following categories:

Administration and staff
Faculty
Students
Members of the community



Michael D. Gregory
Secretary/Treasurer

First Reading by Auxiliary Board 9/12/05
Second Reading Approved by Auxiliary Board 1/23/06
Effective February 1, 2006