

Operating Agreement
Between
California State University
&
University Corporation, San Francisco State

This agreement is made and entered into by and between the Chancellor of the California State University on behalf of the Board of Trustees (CSU) and University Corporation, San Francisco State (Auxiliary). The term of this agreement shall be from July 1, 2019 through June 30, 2029, unless sooner terminated as herein provided.

Notwithstanding anything contained herein to the contrary, CSU and Auxiliary hereby acknowledge and agree that prior to Commencement Date of this Agreement, both parties acknowledge that certain Agreement Between CSU and Auxiliary effective through June 30, 2019 (known as "Prior Agreement"). CSU and Auxiliary agree that through the date immediately prior to the Commencement Date of this Agreement, the Prior Agreement shall control.

1. 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 Education Code Sections 89900 et seq. and Sections 42400 et seq. of Title 5 of the California Code of Regulations (CCR). 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 the usual state procedures.

2. PRIMARY FUNCTION OF THE AUXILIARY

In consideration of receiving recognition as an official auxiliary organization of the CSU, Auxiliary agrees, for the period covered by this agreement, that its primary activity generally can be classified as:

- Research, Workshops, Institutes, Conferences
- Externally Funded Projects
- Commercial
- Philanthropic
- Real Property Acquisition / Real Property Development

In carrying out this activity, the Auxiliary engages in the following functions authorized by Section 42500, Title 5, CCR, which are activities essential and integral to the educational mission of the University:

1. Bookstore, food, campus, commercial and other services
2. Administration of loans, scholarships, grants-in-aids, stipends, and related financial assistance
3. Externally funded projects including research, workshops, conferences, and institutes
4. Instructionally related programs and activities, which may include travel study.

- ancillary course services and training projects
- 5. Housing
- 6. Alumni programs
- 7. Administration of gifts, bequests, devises, endowments, trusts and similar funds
- 8. Public relations, fundraising, fund management, and similar development programs
- 9. Acquisition, development, sale, and transfer of real and personal property including financing transactions related to these activities

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 21, Amendment.

3. CAMPUS OVERSIGHT AND OPERATIONAL REVIEW

The responsibility and authority of the campus president regarding auxiliary organizations is outlined in Title 5 Section 42402, which in part requires that auxiliary organizations operate in conformity with policy of the Board of Trustees and the campus. The campus President has been delegated authority by the CSU Board of Trustees (Standing Orders Section IV) 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 established by the President and shall be overseen by the campus Chief Financial Officer or designee so as to assure compliance with objectives stated in Title 5 Section 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 Chief Financial Officer and his or her designee in carrying out the compliance and operational reviews required by applicable Executive Orders and related policies.

4. OPERATIONAL COMPLIANCE

Auxiliary agrees to maintain and operate its organization in accordance with all applicable laws, regulations and policies promulgated by the Federal Government, the State, Chancellor and Campus on which the Auxiliary operates. Failure of Auxiliary to comply with any term of this agreement may result in the removal, suspension or placing on probation of Auxiliary as an auxiliary organization in good standing. Such action by CSU may involve the limitation or removal of Auxiliary's right to utilize the resources and facilities of Campus (ref. Title 5, CCR, 42406).

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5. 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.

6. EXPENDITURES AUGMENTING CSU APPROPRIATIONS

With respect to expenditures for public relations or other purposes which would serve to augment appropriations for CSU operations, Auxiliary may expend funds in such amount and for such purposes as are approved by Auxiliary's governing body. Auxiliary shall file, as **Attachment 1** to this Agreement, a statement of Auxiliary's policy on accumulation and use of public relations funds. The statement shall include the policy and procedures for solicitation of funds, the purposes for which the funds may be used, the allowable expenditures and procedures of control.

7. FISCAL AUDITS

Auxiliary agrees to comply with CSU policy and the provisions of Section 42408 of Title 5, CCR regarding fiscal audits. All fiscal audits shall be conducted by auditors meeting the guidelines established the Integrated CSU Administrative Manual (ICSUAM).

The campus Chief Financial Officer shall submit to the Chancellor's Office (see Notices below) the written evaluation of the external audit firm selected by the Auxiliary. This review must be conducted annually and prior to entering into an engagement letter with an external audit firm. If the Auxiliary has not changed auditor and the audit firm was previously subjected to this review only a limited review need be submitted.

8. 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.

9. 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 Articles of Incorporation, bylaws, tax status, bankruptcy, dissolution or change in name.

10. FAIR EMPLOYMENT PRACTICES

In the performance of this agreement, and in accordance with 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, marital status, sex, age, or sexual orientation or veteran's status. Auxiliary shall adopt employment procedures consistent with the policy statement on nondiscrimination and affirmative action in employment adopted by the CSU.

11. 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 systemwide policy. Auxiliary will provide confirmation of completed and cleared background checks to the University President/Chancellor upon request, or as established by campus policy. (See HR 2016-08).

12. DISPOSITION OF ASSETS

Attached hereto as **Attachment 2** is a copy of Auxiliary's Constitution or Articles of Incorporation (as applicable) which establishes that upon dissolution of Auxiliary, the net assets other than trust funds shall be distributed in accord with Section 42600, Title 5, CCR. For the period covered by this agreement, 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 and all net assets shall become the property of CSU.

Alternatively, upon termination or breach of this agreement, CSU, at its sole discretion, may require Auxiliary to transfer all assets in its possession to a successor nonprofit corporation qualifying as an auxiliary organization. This remedy shall be in addition to any other remedies available to CSU upon termination or breach of this agreement.

13. USE OF CAMPUS FACILITIES

Auxiliary may use those facilities identified for its use in a lease agreement executed between Campus and Auxiliary.

Auxiliary may use 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.

14. 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.

15. 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. Cal. Educ. Code §89904; Executive Order 1059.

16. FINANCIAL CONTROLS

Recovery of allowable and allocable indirect costs and maintenance and payment of operating expenses must comply with ICSUAM §13680. CCR tit. 5, §42502(g) and (h).

17. ACCEPTANCE, ADMINISTRATION, AND USE OF GIFTS

Auxiliary agrees, if authorized to do so in Section 2 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.

A. Delegation of 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 Sections 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.

*Campus Designation of Authority to Auxiliary re: Administration of Grants and Contracts is attached as **Attachment 4**.*

B. 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 Section 89720 of the Education Code.

C. Donor Rights

All donors of gifts, bequests and personal property shall be treated openly and fairly in accordance with the "Donor Bill of Rights" found at:
<http://www.calstate.edu/foundation/donor.shtml>.

18. INDEMNIFICATION

Auxiliary agrees to indemnify, defend and save harmless the CSU, its officers, agents, employees and constituent campuses (all of which are hereafter referred to as "CSU") from any and all loss, damage, or liability that may be suffered or incurred by CSU, caused by, arising out of, or in any way connected with the operation of Auxiliary as an auxiliary organization.

19. 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 described in Technical Letter RM "RM 2012-01" 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 scheduled as additional insured or loss payee as its interests may appear.

20. 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:

Jason Porth, Executive Director
University Corporation, San Francisco State
1600 Holloway Avenue, Rm 361
San Francisco, CA 94132

Notice to the CSU shall be addressed to:

Trustees of the California State University
401 Golden Shore
Long Beach, California 90802
Attention: Director, Contract Services & Procurement

Notice to the Campus shall be addressed as follows:

Office of the President
San Francisco State University
1600 Holloway Avenue, 5th Flr
San Francisco, CA 94132

22. 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.

23. 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.

24. REMEDIES UPON TERMINATION

Termination by CSU of this agreement pursuant to Section 23, *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.

25. SEVERABILITY

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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.

Approved: **MARCH 14**, 2019

San Francisco State University

By Leslie Wong
Leslie E. Wong, President

Executed on: March 7, 2019

University Corporation, San Francisco State

By Jason Porth
Jason Porth, Executive Director

Executed on: , 2019

California State University

Office of the Chancellor
Contract Services and Procurement

By Shirley K. Kaur

Attachment 1

University Corporation, SF State (UCorp)

Policy: Hospitality

Effective Date: January 1, 2019

Revised Date: n/a

Purpose

The objective of this policy is to ensure UCorp's compliance with the ICSUAM Policy Number 1301.00 and compliance with IRS regulations concerning meal allowances and entertainment.

Policy: UCorp funds may be used to provide hospitality to SFSU or UCorp employees, students, donors, visitors, volunteers, and other individuals as part of a business meeting; recreational, sporting, or entertainment event; or other occasion that promotes the mission of SFSU or UCorp. This policy also addresses meals served to employees as part of a morale-building function and meals provided to prospective students and employees.

Scope

This policy governs the appropriate use of UCorp funds used for hospitality expenses. UCorp will comply with additional restrictions when established by the funding sources. Recognized student organizations are not subject to this policy.

PROCEDURES

Hospitality Requests must be submitted to UCorp and backed up with all relevant receipts and/or contracts. Requests must be signed by Project Director or other authorized signer.

DEFINITIONS

Authorized Signer – a person to whom authority has been delegated in writing to approve expenses for meals, light refreshments, and other amenities described within the policy.

Employee – Employee of SFSU or UCorp.

Employee Meetings and Recognition Events – meetings which serve a CSU business purpose and are generally administrative in nature such as meetings of the Academic Senate, meetings of deans and directors, employee morale functions, extended formal training sessions, conferences, extended strategic planning sessions, and meetings of appointed workgroups and committees.

Hospitality – the provision of meals (catered or restaurant) or light refreshments, entertainment services, promotional items, gifts, awards, and service recognition. Hospitality includes expenses for activities that promote SFSU or UCorp to the public, usually with the expectation of benefits accruing directly or indirectly to the CSU.

- *Entertainment Services* – reasonable expenditures as part of a public purpose event includes, but is not limited to, equipment and venue rental, décor, music, and performers.
- *Food & Beverage* – the provision of meals (catered or restaurant) or light refreshments (beverages, hors d'oeuvres, pastries, cookies).
- *Gifts, Awards, and Prizes* – something of value given or bestowed upon an individual, group, or entity in recognition of service to SFSU or UCorp or achievement benefitting SFSU or UCorp with the expectation of benefit accruing to SFSU or UCorp or for other occasions that serve a bona fide business purpose.
- *Promotional Items* – Items that display the name, logo, or other icon identifying SFSU or UCorp such as a keychain, coffee mug, calendar, or clothing.

Memberships in Social Organizations – clubs, athletic clubs, civic organizations, and other membership organizations that provide a venue for hosting hospitality events or a means for promoting goodwill. Memberships in business leagues, chambers of commerce, trade associations, and professional organizations are considered a regular business expense and are not governed by this policy.

Official Host – a UCorp governing board member, an SFSU or UCorp employee who hosts guests at a meeting, conference, reception, activity, or event for the active conduct of SFSU or UCorp business.

Official Guest – a person invited by an official host to attend an SFSU or UCorp meeting, conference, reception, activity, or event. Examples of official guests include employees visiting from another work location, students, donors, recruitment candidates, volunteers, community members, or media representatives.

Public Purpose – or business purpose includes expenses that serve a purpose consistent with the mission and fiduciary responsibilities of SFSU or UCorp.

Work Location – the place where the major portion of an employee's working time is spent or the place to which the employee returns during working hours upon completion of special assignments. The employee's department determines what constitutes an individual employee's work location for the purpose of these procedures.

ALLOWABLE EXPENDITURES

Hospitality expenses must be directly related to, or associated with, the active conduct of official SFSU or UCorp business. When an employee acts as an official host, the occasion must, in the best judgment of the authorized signer, serve a clear SFSU or UCorp business purpose, with no personal benefit derived by the official host or other employees. In addition, the expenditure of funds for hospitality should be cost effective and in accordance with the best use of UCorp funds.

Employee hospitality must conform to IRS regulations. Any award that is received by an employee is taxable income and must be reported to the IRS as appropriate.

When determining whether a hospitality expense is appropriate, the authorized signer must evaluate the importance of the event in terms of the costs that will be incurred, the benefits to be derived from such an expense, the availability of funds, and any alternatives that would be equally effective in accomplishing the desired objectives.

Following are examples of occasions when the provision of hospitality is permitted under this policy:

- SFSU or UCorp hosts or sponsors business meetings that directly correlate with the operations of SFSU or UCorp;
- SFSU or UCorp hosts official guests with an interest in SFSU or UCorp;
- SFSU or UCorp is the host or sponsor of a meeting of a learned society or professional organization;
- SFSU or UCorp hosts receptions held in connection with conferences, meetings of a learned society or professional organization, meeting of student organizations and groups, student events such as commencement exercises, and events or meetings of other SFSU or UCorp groups such as the Alumni Association;
- SFSU or UCorp hosts or participates in community relations or fundraising events to promote the university, enhance partnerships, recognize distinguished service, or cultivate donors;
- SFSU or UCorp hosts receptions for the benefit of employee morale, employee recognition, and official presentation for length of service or exceptional contributions of service awards, with at least 5 year of service.

Employee Meeting and Recognition Events – Hospitality provided to employees may be permitted when it serves an SFSU or UCorp business purpose. Meals or light refreshments provided to employees may be permitted if the expenses occur infrequently, are reasonable and appropriate to the business purpose. Meals or light refreshments provided to employees on a frequent or routine basis are considered taxable income by the IRS and are not permitted under this policy. When a meeting takes place over an extended period and the agenda includes a working meal, there may be justification that the meal is integral to the business function.

The maximum allowance for meals, including food, beverages, sales tax, delivery, and service fees (tips) are:

Breakfast	\$25.00
Lunch	\$35.00
Dinner	\$75.00
Light Refreshments	\$35.00

Spouses and Domestic Partners – Hospitality provided to the spouse, domestic partner, or significant other of an employee may be permitted when it serves an SFSU or UCorp business purpose, such as ceremonial functions, fundraising events, alumni gatherings, athletic games, and community events. An agenda, invitation, or similar documentation should be included with the hospitality payment request.

Students and Prospective Students – Hospitality provided to students or prospective students may be permitted when it serves an SFSU or UCorp business purpose. To justify the expenditures of UCorp funds, one must determine that the expenditure will benefit the education of students. Permissible activities may include recruitment efforts, student activities, student programs, student organization events, student recognition events and commencements. Students may be hosted to attend fundraising and other community relations events that enhance their learning experience, in recognition of their student achievement, to engage with alumni and donors, or as representatives of elected student leadership. Hospitality provided to student athletes and recruits must be in accordance with the rules, regulations, guidelines, standards and procedures of the intercollegiate athletic association's national governing board.

UNALLOWED EXPENDITURES

Personal Benefit – Hospitality expenses that are of a personal nature and not related to the active conduct of official SFSU or UCorp business will not be paid or reimbursed. Examples include, but are not limited to, employee birthdays, weddings, anniversaries, and baby showers.

Discrimination – Hospitality expenses will not be paid or reimbursed for membership in social organizations, activities, or entertainment services that discriminate based on age, disability, gender, gender identity, gender expression, genetic information, marital status, medical condition, nationality, race or ethnicity, religion, sexual orientation, sex stereotype, veteran or military status, as stated in EO1096.

FUNDING SOURCES

Campus Program Funds - Hospitality expenses may be charged to campus program funds provided the expenses serve a bona fide business purpose, to the extent the expenses are not restricted by other applicable laws, regulations, or funding source agreements.

Sponsored Program Funds – Grants from State and Local governments and private foundations may be used for hospitality expenses if they are authorized in the agreement. In the event of a conflict between agency policy and UCorp policy, the stricter of the two policies shall apply. Private foundation grants for general programmatic use may be used to fund hospitality expenses.

PROCESS

Hospitality requests will be reviewed by UCorp staff for appropriateness and funding availability, and will be paid when both are confirmed by the Associate Director of Program Services. If the documentation provided is insufficient, or adequate funding is not available, UCorp staff will contact the program office to see if a suitable solution exists. Every attempt will be made to pay approved hospitality expenses on the next available check run.

For information on completing a hospitality request, go to <http://ucorp.sfsu.edu/hospitality> on the UCorp website.

Attachment 2

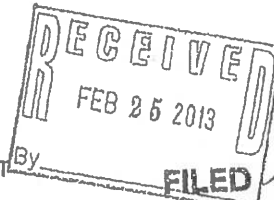
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CERTIFICATE OF AMENDMENT

OF

ARTICLES OF INCORPORATION

C0206773



Secretary of State
State of California

JAN 14 2013

The undersigned certify that:

1. They are the Chairperson of the Board and the Secretary, respectively, of The University Corporation, San Francisco State a California corporation.
2. Article IV of the Articles of Incorporation of this corporation is amended to read as follows:

ARTICLE IV Dissolution

It is intended that this Corporation shall exist in perpetuity. In the event of dissolution of this Corporation, net assets other than trust funds shall be distributed for the benefit of San Francisco State University to a successor approved by the President of the San Francisco State University and by the Chancellor of the California State University, consistent with the requirements of the United States Internal Revenue Code and other applicable laws.

3. The foregoing amendment of Articles of Incorporation has been duly approved by the Board of Directors.
4. The amendment has been approved by the required vote of members at its meeting of December 7, 2012 as noted in resolution #20121207-04.

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: 1-9-13

Charlotte Ferretti, Chairperson of the Board

Jason Porth, Secretary

The University Corporation, San Francisco State

P.O. Box 320160
San Francisco, CA 94132
Fax: 415.338,7950

www.ucorp@sfsu.edu

BOD Resolution: Amend the Articles of Incorporation

RESOLVED, that the amended Articles of Incorporation for The University Corporation, San Francisco State a California non-profit benefit corporation ("Corporation") in the form presented to the Board of Directors on December 7, 2012 consisting of one page, as attached hereto and incorporated herein be adopted and approved.

RESOLVED FURTHER, that any officer of this Corporation is hereby authorized and directed to take such steps as may be necessary or desirable to file the Amended Articles of Incorporation with the California Secretary of State.

Passed and adopted on this 7th day of December 2012 by the following vote:

Aye: 8 No: 0 Abstain: 0 Absent: 3

Secretary Certification

The undersigned state that he/she is the authorized Secretary of the Corporation and certifies that on 7th day of December 2012, at a duly called meeting of the Board of Directors of the University Corporation, San Francisco State at which a quorum was present and acting throughout, the foregoing resolution was adopted by the votes indicated above.

Wherefore, the undersigned has executed this Certification this 7th day of December 2012, at San Francisco State University, Administration Building 5th Floor, NEC Room 1600 Holloway Avenue, San Francisco, California.



Jason Porth, Secretary

BOD Action Item No. 20121207-04

*No Attachment 3
Intentionally Omitted*

Attachment 4

Attachment 4
Administration of Grants and Contracts

Addendum to Auxiliary Operating Agreement

Between Trustees of the California State University,
San Francisco State University

And

University Corporation, San Francisco State

This is an addendum to the Operating Agreement between the Trustees of the California State University (CSU) and University Corporation, San Francisco State, serving San Francisco State University, effective from July 1, 2019 through June 30, 2029, and authorizes the Auxiliary to perform the function "7. Externally Funded Projects Including Research, Workshops, Conferences and Institutes" as specified in 5 CCR (California Code of Regulations) 42500.

With this addendum, Campus designates Auxiliary as:

- ☐ The primary Sponsored Program Administrator (SPA) for the Campus;
- ☒ A SPA for specific types of grants and contracts for Auxiliary primary business purpose.¹
Grants from foundations or others requiring that the grant recipient be a qualified 501 (c) (3); as well as other grants and contracts more suitable to enterprise operations, as approved by the campus.

Auxiliary will ensure that all proposals for external funding are reviewed by the President or designees to provide programmatic and fiscal written approval in accordance with CSU systemwide policy, ICSUAM 11002.01 (formerly EO 890).²

Auxiliary, when acting as SPA, agrees to provide grant and contract administration services in compliance with all CSU (see ICSUAM, Section 11000), Campus and Auxiliary policies related to sponsored program administration, federal and state regulations and funding agency (sponsor) regulations and guidelines.

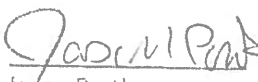
Approved:

San Francisco State University

Leslie E. Wong
President

Date

University Corporation, San Francisco State

 May 16, 2019
Jason Porth
Executive Director

Date

¹ For example: certain grants may be awarded to the associated students (AS) auxiliary that directly support AS programs; or a non-profit foundation may require the grant recipient to be qualified under a particular IRS code, such as 501 (c) (3) or its subsections. In either case, the auxiliary accepting the grant may choose to enter into an agreement with the campus primary SPA for more effective grant administration.

² ICSUAM Policy 11002.01 incorporates the relevant policy sections from EO 890, including proposal review and approval requirements. EO 890 is superseded by ICSUAM Section 11000 et al.