

**OPERATING AGREEMENT  
BETWEEN CALIFORNIA STATE UNIVERSITY  
AND  
UNIVERSITY CORPORATION, SAN FRANCISCO STATE**

This agreement is made and entered into by and between the Trustees of the California State University by their duly qualified Chancellor (CSU) and University Corporation, San Francisco State (Auxiliary) serving San Francisco State University (University). The term of this agreement shall be from July 1, 2025 through June 30, 2035 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, 2029 (known as “Prior Agreement”). CSU and Auxiliary agree that this Agreement shall supersede and replace such Prior Agreement.

**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 California Education Code § 89900 et seq. and California Code of Regulations (CCR) Title 5, § 42400 et seq. 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 by the University under the usual state procedures.

**2. PRIMARY FUNCTIONS**

In consideration of receiving recognition as an official CSU auxiliary organization, Auxiliary agrees that the primary function(s) that the Auxiliary is to manage, operate or administer are listed below as authorized by 5 CCR § 42500:

- a. Bookstores, Food Services, Vending Kiosks/Machines, and University Services
- b. Convenience Stores and Print Shop Services
- c. Housing
- d. Student Union Programs
- e. Loans, Scholarships, Grants-in-Aids, Stipends, and Related Financial Assistance
- f. Externally Funded Projects Including Research, Workshops, Conferences, and Institutes

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May 2025

- g. Instructionally related Programs and activities, including Agriculture, Athletics, Radio and Television Stations, Newspapers. Films, Transportation. Printing and other Instructionally Related Programs and Activities
- h. Alumni Programs
- i. Gifts, bequests, devises, endowments, trusts and similar funds
- j. Public relations, fundraising, fund management, and similar development programs
- k. Acquisition, development, sale, and transfer of real and personal property including financing transactions related to these activities
- l. Retail and commercial lease and contract administration including, but not limited to: Food-and-Beverage Services, Bookstore Services, Banking, Childcare Centers, Parking Lots/Garages, Construction and Storage Activities

Furthermore, 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
- Retail and Commercial
- Philanthropic
- Real Property Acquisition / Real Property Development

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 University. Auxiliary further agrees that it shall not perform any of the functions listed in 5 CCR § 42500 unless the function has been specifically assigned in this operating agreement with the University. 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**

Auxiliary must operate in conformity with CSU and University policies and under the oversight of the University. As stated in Cal. Educ. Code §§ 89756, 89900, the University President is primarily responsible for administrative compliance and fiscal oversight of Auxiliary. The University President has been delegated authority by the CSU Board of Trustees (Standing Orders § VI) to carry out all necessary functions for the operation of the University. The operations and activities of Auxiliary under this agreement shall be integrated with University operations and policies and shall be

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May 2025

overseen by the university Chief Financial Officer (CFO) or designee so as to assure compliance with objectives stated in 5 CCR § 42401.

Each auxiliary organization governing board shall conduct an annual review and prepare a report of the fiscal viability of the auxiliary organization pursuant to Cal. Educ. Code § 89904-89905 (not including § 89905.5) 5 CCR § 42401(d), and 5 CCR § 42404. Each auxiliary organization shall prepare and submit a report of the results of the annual review of auxiliary financial standards and control self-assessment to the university president or designee for review and approval by June 30<sup>th</sup> as outlined in the [CSU Auxiliary Organizations](#) policy. A record of the approval shall be retained by the university pursuant to the [Records Retention and Disposition Schedules](#) policy.

Auxiliary agrees to assist the University CFO or designee in carrying out the compliance and operational reviews required by applicable CSU policies.

#### **4. OPERATIONAL COMPLIANCE**

Auxiliary agrees to maintain and operate its organization in accordance with all applicable laws, regulations and CSU and University rules, regulations and policies. Failure of Auxiliary to comply with any term of this agreement may result in the removal, suspension or probation of Auxiliary as an auxiliary organization in good standing. Such action by CSU may result in the limitation or removal of Auxiliary's right to utilize the CSU or university name, resources and facilities (5 CCR § 42406).

#### **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 their duties as a CSU officer or employee.

Auxiliary has established and will maintain a conflict of interest policy. The Auxiliary's Conflict of Interest Policy is attached as **Exhibit 1**.

#### **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 a statement of Auxiliary's policy on accumulation and use of public relations funds and attach to this agreement as **Exhibit 2**. 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**

*\*\* Requires university input, highlighted italicized instructions to authors should be deleted.* 3

Auxiliary agrees to comply with CSU policy and the provisions of [5 CCR 5 § 42408](#), regarding fiscal audits. All fiscal audits shall be conducted by auditors meeting the requirements detailed in the [External Audits](#) section of the [CSU Auxiliary Organizations](#) policy.

The University CFO shall annually review and submit a written evaluation to the Chancellor's Office in accordance with Section 20, Notices, of the external audit firm selected by the Auxiliary. This review by the University CFO must be conducted prior to the Auxiliary engaging an external audit firm and annually thereafter. If the Auxiliary has not changed audit firms, and the audit firm was previously reviewed and received a satisfactory evaluation, a more limited review may be conducted and submitted.

## **8. USE OF NAME**

University 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 University, the University logo, seal or other symbols and marks of the University, provided that Auxiliary clearly communicates that it is conducting business in its own name for the benefit of University. 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 University.

Auxiliary shall use the name of University, logo, seal or other symbols or marks of University only in connection with services rendered for the benefit of University and in accordance with University guidance and direction furnished to Auxiliary by University and only if the nature and quality of the services with which the University name, logo, seal or other symbol or mark are used are satisfactory to the University or as specified by University.

University shall exercise control over and shall be the sole judge of whether Auxiliary has met or is meeting the standards of quality of the University for use of its name, logo, seal or other symbol or mark.

Auxiliary shall not delegate the authority to use the University name, logo, seal or other symbol or mark to any person or entity without the prior written approval of the University President or designee. Auxiliary shall cease using the University 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. MODIFICATION OF CORPORATE STATUS**

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4

May 2025

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

## **10. FAIR EMPLOYMENT STATUS**

In the performance of this agreement, and in accordance with California 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, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran 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 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 policy Background Checks. Auxiliary will provide confirmation of completed and cleared background checks to the University President/Chancellor upon request, or as established by university policy.

## **12. DISPOSITION OF ASSETS**

Attached hereto as **Exhibit 3** is a copy of Auxiliary's Constitution or Articles of Incorporation (as applicable) which, in accordance with 5 CCR § 42600, establishes that upon dissolution of Auxiliary, the net assets other than trust funds shall be distributed to the CSU or to another affiliated entity subject to financial accounting and reporting standards issued by the Government Accounting Standards Board. 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.

## **13. USE OF CAMPUS FACILITIES**

Auxiliary may use those facilities identified for its use in a lease agreement executed between University and Auxiliary. If this Operating Agreement terminates or expires and is not renewed within 30 days of the expiration, the lease automatically terminates, unless extended in writing by the parties.

Auxiliary and University may agree that Auxiliary may use specified University facilities and resources for research projects and for institutes, workshops, and

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May 2025

conferences only when such use does not interfere with the instructional program of University and upon the written approval from appropriate University administrators with such specific delegated authority. Auxiliary shall reimburse University for costs of any such use.

#### **14. CONTRACTS FOR CAMPUS SERVICES**

Auxiliary may contract with University for services to be performed by state employees for the benefit of Auxiliary. Any agreement must be documented as a contract or written memorandum of understanding between Auxiliary and University. The contract shall among other things, specify the following: (a) full reimbursement to University for services performed by a state employee in accord with 5 CCR § 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 University to provide the specified services to Auxiliary.

#### **15. DISPOSITION OF NET EARNINGS**

Auxiliary agrees to comply with CSU and University 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, pursuant to Cal. Educ. Code § 89904; CSU policy [University Auxiliary Organizations](#), and CSU policy [Designated Balances and Reserves](#).

#### **16. FINANCIAL CONTROLS**

Recovery of allowable and allocable indirect costs and maintenance and payment of operating expenses must comply with CSU policy [Placement and Control of Receipts for University Activities and Programs](#), 5 CCR § 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 University..

##### **A. 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 Cal. Educ. Code §§ 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 university authority. Auxiliary agrees that it will not accept a gift that has any restriction that is unlawful.

University Delegation of Authority to Auxiliary regarding Administration of Grants and Contracts is attached as **Exhibit 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 Cal. Educ. Code § 89720.

## **18. INDEMNIFICATION**

Auxiliary agrees to indemnify, defend and save harmless the CSU, its officers, agents, employees and constituent universities and the State of California, collectively "CSU indemnified parties" from any and all loss, damage, or liability that may be suffered or incurred by CSU indemnified parties, 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 University as provided in this section. CSU's Systemwide Office of Risk Management shall establish minimum insurance requirements for auxiliaries, based on the insurance requirements in [California State University Insurance Requirements](#) 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 University are named as additional insured or loss payee as its interests may appear.

## **20. NOTICES**

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May 2025

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:

Tammie Ridgell, Executive Director  
University Corporation, San Francisco State  
1600 Holloway Ave, ADM 361  
San Francisco, CA 94132

Notice to the University shall be addressed as follows:

Office of the President  
San Francisco State University  
1600 Holloway Ave, 5<sup>th</sup> Floor  
San Francisco, CA 94132

Notice to the CSU shall be addressed as follows:

Trustees of the California State University  
Attention: Executive Vice Chancellor & CFO, Business and Finance  
401 Golden Shore  
Long Beach, California 90802

## **21. AMENDMENT**

This agreement may be amended only in writing signed by an authorized representative of all parties.

## **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 canceled. The ninety-day notice provision is not required for a breach noted in Section 12 of this Agreement.

## **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 universities.

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**

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: 08/05/2025 | 1:51 PM PDT

San Francisco State University

DocuSigned by:  
By Lynn Mahoney  
Lynn Mahoney, President

Executed on 08/06/2025 | 9:15 PM PDT

University Corporation, San Francisco State

DocuSigned by:  
By Tammie Ridgell  
Tammie Ridgell, Executive Director

Executed on Aug 12, 2025

California State University  
Office of the Chancellor

By Patrick J. Lenz  
Patrick J. Lenz, Interim Executive Vice  
Chancellor and Chief Financial Officer

Exhibit 1 - *\*\*Auxiliary Conflict of Interest policy*

Exhibit 2 - *\*\*Auxiliary Accumulation and Use of Public Relations Funds policy*

Exhibit 3 - *\*\*Auxiliary Constitution or Articles of Incorporation*

Exhibit 4 - *\*\*University Delegation of Authority to Auxiliary regarding Administration of Grants and Contracts*

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May 2025

# Exhibit 1

## Auxiliary Conflict of Interest Policy



**The University Corporation  
San Francisco State**

Room ADM 361  
1600 Holloway Ave.  
San Francisco, CA 94132

[ucorp.sfsu.edu](http://ucorp.sfsu.edu)

## **Conflict of Interest Policy- Fiscal Year 2024/25**

Pursuant to Section 89906 of the California State Education Code, the Board of Directors adopted the Conflict of Interest Policy delineated below. The purpose of this conflict of interest policy is to protect The University Corporation, San Francisco State's (Corporation) interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or director of the Corporation or might result in a possible excess benefit transaction. This policy is intended to supplement but not replace any applicable federal or State law, applicable ordinance or rule governing conflicts of interest applicable to nonprofit and charitable corporations.

### **1. Conflict of Interest Prohibition**

In accord with Education Code, Section 89906, it is the policy of the Corporation that no member of the Board of Directors, Corporation officers and Managers shall be financially interested in any contract or other transaction entered into by the Board.

### **2. Definitions**

- a. "Contract" means a written or oral agreement between two or more persons or entities to do or refrain from doing any particular thing.
- b. "Transaction" means an event, or series of events, which may culminate in the achievement of a particular object or objects.
- c. "Financially interested": A Board member, officer or manager is "financially interested" in a contract or transaction if it is reasonably foreseeable that the contract or transaction will have a material financial effect, directly or indirectly, on the public generally, on the Board member, officer, manager or a member of his immediate family or on:
  - 1) Any business entity or affiliate in which the Board member, officer and manager has a direct or indirect investment or ownership worth \$1000 or more;
  - 2) Any real property in which the Board member, officer and manager has a direct or indirect interest worth \$1000 or more;
  - 3) Any source of income, including, but not limited to, any compensation arrangement, other than gifts and other than loans by a commercial lending institution in the regular course of business on terms available to the public without regard to official status, aggregating \$250.00 or more in value provided to, received by or promised to the Board member, officer and manager within 12 months prior to the time when the decision as to the contract or transaction is made with the Corporation or with any entity or individual with which the Corporation has a transaction or arrangement, planned or otherwise;
  - 4) Any business in which the Board member, officer and manager is a director, officer, partner, trustee, employee, agent or holds any position of management; or
  - 5) Any donor of, or any intermediary or agent for the donor of, a gift or gifts aggregating \$250 or more in value provided to be received by, or promised to the Board member, officer and manager within 12 months prior to the time the decision concerning the contract or transaction is made.
- d. "Indirect investment" or "investment": These terms mean any investment or interest owned by the spouse or dependent child of a Board member, officer and manager, by an agent on behalf of a Board member, officer and manager or by a business entity or trust in which the Board member, officer and manager the Board member's, officer's and manager's agents, spouse and dependent children own directly, indirectly or beneficially a 10% interest or greater.

- e. A financial interest is not necessarily a conflict of interest. Under Article 3, a person who has a financial interest may have a conflict of interest only if the appropriate governing board or committee decides that a conflict of interest exists.

### **3. Procedures**

Members of the Corporation Board of Directors, Corporation officers and managers shall notify the Chairperson of the Board or members of committees with board delegated powers, in writing if they are financially interested in any contract or transaction entered into by the Board or by the Corporation. Board Members, Corporation officers and managers with such a financial interest shall:

- a. Immediately disclose such interest to the Chairperson of the Board.
- b. Abstain from any discussion or voting with respect to such matters by abstaining themselves from the Board meeting at such times during which such matters are discussed.
- c. The Chairperson of the Board shall bring all conflict of interest disclosures to the prompt attention of the entire Board.
- d. The Chairperson of the Board or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.
- e. After exercising due diligence, the Board or committee shall determine whether the Corporation can obtain a more advantageous transaction or arrangement with reasonable efforts from a person or entity that would not give rise to a conflict of interest.
- f. If a more advantageous transaction or arrangement is not reasonably attainable under circumstances that would not give rise to a conflict of interest, the Board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the Corporation's best interest and for its own benefit and whether the transaction is fair and reasonable to the Corporation, and shall make its decision as to whether to enter into the transaction or arrangement in conformity with such determination.

### **4. Violation of the Conflicts of Interest Policy**

- a. If the Board or committee has reasonable cause to believe that a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.
- b. If, after hearing the response of the member and making such further investigation as may be warranted in the circumstances, the Board or committee determines that the member has in fact failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

### **5. Records of Proceedings**

The minutes of the Board and all committees with board delegated powers shall contain:

- a. The names of the person who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest in fact existed.
- b. The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement and a record of any votes taken in connection therewith.

### **6. Compensation**

- a. A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Corporation for services is precluded from voting on matters pertaining to that member's compensation.
- b. Individuals who receive compensation directly or indirectly from the Corporation, whether as an employee or independent contractor, are precluded from membership on any committee whose jurisdiction includes

compensation matters. No person, either individually or collectively, is prohibited from providing information to any committee regarding compensation.

## 7. Annual Statements

Each director, principal officer, manager and member of a committee with board-delegated powers shall annually sign a statement that affirms such person(s):

- a. Has received a copy of the Conflicts of Interest Policy;
- b. Has read and understands that Policy;
- c. Has agreed to comply with that Policy; and
- d. Understands that the Corporation is a charitable organization and that in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

## 8. Periodic Reviews

To ensure that the Corporation operated in a manner consistent with its exempt purpose and that it does not engage in activities that could jeopardize its status as an organization exempt from federal income tax, periodic review shall be conducted. The periodic review shall, at a minimum, include the following subjects:

- a. Whether compensation arrangements and benefits are reasonable and are the result of an arm's-length bargaining;
- b. Whether acquisition of provider services result in inurement or impermissible private benefit;
- c. Whether partnership and joint venture arrangements and arrangements with management service organizations or other organizations conform to written policies, are properly recorded, reflect reasonable payments for goods and services, further Corporation's charitable purposes and do not result in inurement or impermissible private benefit; and
- d. Whether agreements to provide services further Corporation's exempt purpose and do not result in inurement or impermissible private benefit.

## 9. Use of Outside Experts

In conducting the periodic reviews provided for in item 8 above, the Corporation may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the Board of its responsibility for ensuring that periodic reviews are conducted.

I understand and will adhere to the Corporation's Conflict of Interest Policy as outlined in this document.

Name: \_\_\_\_\_  
Please print

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## Exhibit 2

# Auxiliary Accumulation and Use of Public Relations Fund Policy



**The University Corporation  
San Francisco State**

Room ADM 361  
1600 Holloway Ave.  
San Francisco, CA 94132

[ucorp.sfsu.edu](http://ucorp.sfsu.edu)

**POLICY: SOURCE AND USE OF PUBLIC RELATIONS FUNDS**  
**EFFECTIVE DATE: July 16, 2025**

## **PURPOSE**

To provide policy guidance on the accumulation and use of funds by The University Corporation, SF State (UCORP) for public relations purposes.

## **RESPONSIBILITY**

The Executive Director or his/her designee is charged with the responsibility of implementing this policy through procedures, guidelines and forms, if needed.

## **SCOPE**

Title 5 of the California Code of Regulations, 42502(i), requires each auxiliary organization to maintain a policy on the "accumulation and use of public relations funds if such funds are obtained and used by the auxiliary organization to augment State appropriations for public relations." The policy must include "...the policy and procedure on solicitation of funds, source of funds, amounts, and purpose for which the funds will be used, allowable expenditures, and procedures of control."

Executive Order No. 761 prescribes rules and restrictions that apply to hospitality expenses and reimbursements for fund sources, including those held and administered by an auxiliary organization.

## **DEFINITIONS**

N/A

## **POLICY**

### **Solicitation and Accumulation of Public Relations Funds**

UCorp does not solicit public relations funds and does not annually budget for funds to be available for public relations purposes.

### **Source of Public Relations Funds**

Public relations funds, when expended, may be sourced from UCorp held Unrestricted operating funds or Restricted Funds. These funds may be derived from various sources including corporate auxiliary revenues, donations, proceeds from the sale of non-cash gifts, indirect cost and administrative fees generated by grants and contracts, other self-supported programs, workshops, conferences, as well as





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retail and commercial operations as approved by the UCorp Board of Directors in the Unrestricted operating budget.

Public Relations expenditures must clearly advance the objectives of the university, and the California State University; and be consistent with applicable procurement and accounting practices. All expenditures must be appropriate for the university authorized educational, research, social, development, community and employee relations, employee business travel and related considerations, student aid, and for other purposes that benefit California State University or the university. All expenditures from a Restricted Fund must be clearly consistent with the restricted purpose.

### **Procedure**

Any expenditure of UCorp funds for purposes of public relations shall only be at the request of the University President. The source of funds would be any Discretionary or Restricted Fund account that is available to the President. Pursuant to UCorp's purchasing policies and procedures, the request shall be accompanied by appropriate supporting documentation, with dates, purpose and individuals or groups involved, location, and amounts clearly stated, and any other requirements.

### **Policy Filing**

UCorp shall file a copy of this Policy with the Chancellor's Office, as required by Title 5 of the California Code Regulations 42502(i).

*Approved by University Corporation Board of Directors' Executive Committee on July 18, 2025*

# Exhibit 3

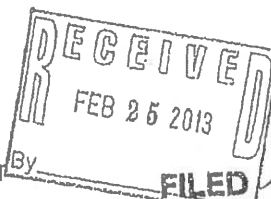
## Auxiliary Constitution or Articles of Incorporation

A0737427

CERTIFICATE OF AMENDMENT

OF

ARTICLES OF INCORPORATION



Secretary of State  
State of California

JAN 14 2013

C0206773

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 7<sup>th</sup> 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 7<sup>th</sup> 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 7<sup>th</sup> day of December 2012, at San Francisco State University, Administration Building 5<sup>th</sup> Floor, NEC Room 1600 Holloway Avenue, San Francisco, California.

  
\_\_\_\_\_  
Jason Porth, Secretary

BOD Action Item No. 20121207-04

# Exhibit 4

## University Delegation of Authority to Auxiliary Regarding Administration of Grants and Contracts

**Administration of Grants and Contracts**  
**Addendum to Auxiliary Operating Agreement**  
**Between Trustees of the California State University,**  
**San Francisco State University**  
**And**  
**The University Corporation, SF State**

This is an addendum to the Operating Agreement between the Trustees of the California State University (CSU) and The University Corporation, SF State (Auxiliary) serving San Francisco State University (Campus), effective from July 1, 2025 through June 30, 2035, 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.<sup>1</sup>  
*For Example grants awarded to an entity with a 501(c)3 designation*

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 [Sponsored Programs Administration](#) policy (formerly EO 890).<sup>2</sup>

Auxiliary, when acting as SPA, agrees to provide grant and contract administration services in compliance with all CSU (see [Sponsored Programs Administration](#) policy), 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**

DocuSigned by:



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Lynn Mahoney, Ph.D.  
President

07/21/2025 | 8:58 AM PDT

Date

**The University Corporation, SF State**

DocuSigned by:



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Tammie Ridgell  
Executive Director

07/21/2025 | 12:48 PM PDT

Date

<sup>1</sup> 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.

<sup>2</sup> The Sponsored Programs Administration policy incorporates the relevant policy sections from EO890, including proposal review and approval requirements.