OPERATING AGREEMENT
BETWEEN CALIFORNIA STATE UNIVERSITY
AND HUMBOLDT STATE UNIVERSITY CENTER

This agreement is made and entered into by and between the Trustees of the California State University by their duly qualified Chancellor (CSU) and Humboldt State University Center (Auxiliary) serving California State Polytechnic University, Humboldt (University). The term of this agreement shall be July 1, 2025 through June 30, 2035.

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 Cal. Educ Code § 89900 et seq. and 5 CCR § 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. Student Union Programs

In carrying out the above, the Auxiliary engages in the following functions authorized by, CCR tit.5, §42500, which are activities essential and integral to the educational mission of the University:

a. Student Union Programs, comprised of payment of ongoing pension and other post-employment benefit obligations for employees of the Auxiliary.

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 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 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 30th as outlined in the Annual Review of Auxiliary Financial Standards and Control Self-Assessment section of 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

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

Auxiliary organizations shall notify the university president or designee, and the Chancellor's Office (compliance@calstate.edu) of any changes to their legal, operational or tax status. This includes, but is not limited to amendments to Articles of Incorporation or bylaws, changes in tax-exempt status, bankruptcy filings, dissolution, mergers, or change in name. In the event of changes to governance documents or financial information, auxiliary organizations must also ensure compliance with the requirements outlined in the Auxiliary Organization Website section of the CSU Auxiliary Organizations policy.

10. FAIR EMPLOYMENT STATUS

In the performance of this agreement, and in accordance with Cal Gov. 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 equal opportunity 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 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

For the duration of this Agreement, Campus shall provide services to Auxiliary, including accounting, budget, management, accounts payable, cashiering, and information technology support. Auxiliary will reimburse the University for services provided by the Campus. The reimbursement amount will be credited against the amount due from the Campus to the Auxiliary for the transfer of all Auxiliary capital assets pursuant to this agreement until the full amount due from Campus to Auxiliary has been offset.

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 CSU Auxiliary Organizations, and CSU policy Designated Balances and Reserves.

Pursuant to the CSU Systemwide Revenue Bond program, retirement of the debt incurred by CSU for the construction of the student union is to come from a mandatory student union fee to be paid by all enrolled students. After required funds have been set aside for debt service and all reserves, and all other operating costs, CSU agrees to make available to Auxiliary a portion of any remaining funds, as (a) authorized by Education Code, Section 90076, (b) required for operating purposes as shown in the operating budget, and (c) approved by the campus' Chief Financial Officer or designated staff.

This Section shall be subject to and construed in conformity with the Indenture of the Trustees of the CSU adopted April 1, 2002 authorizing the issuance of Systemwide Revenue Bonds and made a part of this agreement.

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. 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.

18. 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.

19. 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:

Humboldt State University Center
1 Harpst Street
Arcata, CA 95521

Notice to the University shall be addressed as follows:

Cal Poly Humboldt
1 Harpst Street
Arcata, CA 95521
procure@humboldt.edu

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

20. AMENDMENT

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

21. 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.

22. 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.

23. 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 universityes.

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.

24. 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.

25. LEASE OF PREMISES "Not Necessary"

26. USE OF PREMISES "Not Necessary"

27. CONSIDERATION "Not Necessary"

28. APPLICATION OF STUDENT UNION FEES "Not Necessary"

29. BUILDINGS, SIGNS, FIXTURES, AND EQUIPMENT "Not Necessary"

30. ALTERATIONS "Not Necessary"

31. RIGHT OF ENTRY "Not Necessary"

32. RESTORATION OF PREMISES "Not Necessary"

33. MORTGAGES "Not Necessary"

34. POSSESSORY INTEREST "Not Necessary"

35. ASSIGNMENTS OR SUBLEASE "Not Necessary"

36. TRANSFER OF ASSETS

Auxiliary shall attach hereto as **Exhibit 5** a copy of an Inventory and Valuation for the transfer to Campus of Auxiliary capital assets pursuant to this agreement. The offset set forth in Section 14, *Contracts for Campus Services*, shall represent the full valuation for capitol assets transferred from Auxiliary to Campus. In the event that Section 22, *Termination*, is invoked before Campus has reimbursed and/or compensated Auxiliary for assets transferred, the remaining balance shall be due and payable immediately after the ninety-day period to cure has elapsed and CSU terminates this Agreement.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto.

Approved: 04/29/2026 California State Polytechnic University, Humboldt

By Richard Carvajal
Richard Carvajal (Apr 29, 2026 16:02:59 PDT)
Richard A. Carvajal, President

Executed on 04/28/2026 Humboldt State University Center

By W Sotomayor
Wendy Sotomayor, Executive Director

Executed on 05/18/2026 California State University
Office of the Chancellor

By Patrick J. Lenz
Patrick J. Lenz, Interim Executive Vice Chancellor
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*
Exhibit 5 – Inventory and Evaluation

Exhibit 1 - UC Conflict of Interest Policy

HUMBOLDT STATE UNIVERSITY CENTER **SECTION NO. 100 POLICY MANUAL**
DOCUMENT NO. 101

Section: Policy Statement – General and Administrative
Subject: Conflict of Interest Policy

Purpose: In accordance with California State University and Humboldt State University, Humboldt State University Center operates in accordance with applicable regulations and policies of the CSU Board of Trustees and the campus. Auxiliary organizations are required to adopt a conflict of interest policy and procedures for members of their governing board and employees. The following policy fulfills these requirements. This policy replaces previous policies 101 and 102.

Board Adoption: July 10, 2000/October 11, 2001/October 14, 2010/November 19, 2020/February 4, 2022

I. Authority

California Education Code, Section 89906: No member of the governing board of an auxiliary organization shall be financially interested in any contract or other transaction entered into by the board of which he is a member, and any contract or transaction entered into in violation of this section is void.

California Education Code, Section 89907: No contract or other transaction entered into by the governing board of an auxiliary organization is void under the provisions of Section 89906, nor shall any member of such board be disqualified or deemed guilty of misconduct in office under said provisions, if the circumstances specified in the following subdivisions exist: (a) The fact of such financial interest is disclosed or known to the governing board and noted in the minutes, and the governing board thereafter authorizes, approves, or ratifies the contract or transaction in good faith by a vote sufficient for the purpose without counting the vote or votes of such financially interested member or members, and (b) The contract or transaction is just and reasonable as to the auxiliary organization at the time it is authorized or approved.

California Education Code, Section 89908: The provisions of Section 89907 shall not be applicable if the circumstances specified in any of the following subdivisions exist:

a. The contract or transaction is between an auxiliary organization and a member of the governing board of that auxiliary organization.
b. The contract or transaction is between an auxiliary organization and a partnership or unincorporated association of which any member of the governing board of that auxiliary organization is a partner or in which he is the owner or holder, directly or indirectly, of a proprietorship interest.
c. The contract or transaction is between an auxiliary organization and a corporation in which any member of the governing board of that auxiliary organization is the owner or holder, directly or indirectly, of 5 percent or more of the outstanding common stock.
d. A member of the governing board of an auxiliary organization is interested in a contract or transaction within the meaning of Section 89906, and without first disclosing such interest to the governing board at a public meeting of the board, influences or attempts to influence another member or members of the board to enter into the contract or transaction.

California Education Code, Section 89909: It is unlawful for any person to utilize any information, not a matter of public record, which is received by him by reason of his membership on the governing board of an auxiliary organization, for personal pecuniary gain, regardless of whether he is or is not a member of the governing board at the time such gain is realized.

California Education Code, Section 89006: It is unlawful for any person to utilize any information, not a matter of public record, which is received by that person by reason of his or her employment by, or contractual relationship with the trustees, the California State University, or an auxiliary organization of the California State University, for personal pecuniary gain, not contemplated by the terms of the employment or contract, regardless of whether the person is or is not so employed or under contract at the time the gain is realized.

California Education Code, Section 5236: An Auxiliary organization incorporated as a California nonprofit public benefit corporation must also comply with the California Corporations Code prohibitions on self-dealing transactions in which a member of its governing board has a material financial interest (Cal. Corp. Code 5233) and prohibitions on loans of money or property to, and guarantees of obligations of, its board members or officers.

II. Policy

A. Governing Board of Directors

No member of the governing board of directors of Humboldt State University Center (UC), shall be financially interested in any contract or other transaction entered into by the governing board that is not in accordance with the conflict of interest provisions set forth in Education Code 89906-89909.

Good judgment, high ethical standards, and honesty are a must in all business dealings. Even the appearance of a possible conflict of interest is discouraged and is in violation of policy. If a board member questions whether a situation represents potential conflict of interest, the board member should discuss it immediately with the UC Executive Director.

To avoid contracts or transactions entered into by the governing board of UC from being voided, a board member must disclose a financial interest that could be impacted by the action of the governing board. Under these circumstances the board member must refrain from any action to influence or approve such a transaction.

B. Employees

This policy applies to all employees who have significant exposure and/or decision making authority to warrant regular monitoring of Conflict of Interest activities. No employee of Humboldt State University Center (UC), shall be financially interested in any contract or other transaction entered into by UC that is not in accordance with the conflict of interest provisions set forth in Education Code 89906-89909.

Good judgment, high ethical standards, and honesty are a must in all business dealings. Even the appearance of a possible conflict of interest is discouraged and is in violation of policy. If an employee questions whether a situation represents potential conflict of interest, the employee should discuss it immediately with the UC Executive Director.

To avoid contracts or transactions entered into by UC from being voided, an employee must disclose a financial interest that could be impacted by an action of the employee. Under these circumstances the employee must refrain from any action to influence or approve such a transaction.

C. Reporting

Failure to disclose conflict(s) of interest and potential violation(s) of the Conflict of Interest Policy should be reported/referred to the UC Executive Director. The Executive Director will determine whether or not a real or perceived conflict of interest exists. Failure to file a Conflict of Interest Disclosure form as required or intentionally filing a false or misleading Conflict of interest Disclosure form may result in disciplinary action, up to and including discharge from the Board/employment.

D. Definitions

"Conflict of Interest"- a conflict of interest is defined as participating in or making decisions which could reasonably affect a person's economic interests in a material way and that such participation would impact the person's economic interest differently than other persons with the same association with UC. Examples of conflict of interest situations include but are not limited to the following:

Financial Interests

1. University Center contracts to purchase/lease goods, services, or property from a Board member or employee.
2. University Center offers employment to a Board member, other than a person who is already employed by University Center.
3. A Board member uses its relationship with a University Center client to obtain employment, a contract or other benefit.
4. A Board member is provided use of the facilities, property, or services of University Center in a manner that would not be available to other non-Board members or employees.
5. University Center adopts a policy that specifically creates a financial benefit to a Board member.
6. Engaging in any transaction or employment that is competitive with activities or objectives of University Center.
7. Engaging in any transaction or employment that could be considered supplying goods or services to University Center.
8. Purchasing property or goods for personal use at prices negotiated for University Center.
9. Participating in any personal financial dealings with persons or organizations where receiving loans, commissions, royalties, property, or shares in profits are involved.

Other Interests

1. Using any University Center information that is not a matter of public record for personal gain (not necessarily financial).
2. Using any items, written material, or graphics produced for University Center, for personal gain.
3. Using any University Center equipment or resources for personal gain.
4. University Center adopts a policy that provides a significant nonfinancial benefit to a Board member.

Outside Activities Which Negatively Impact University Center

An employee or Board members' outside business activities that complete or potentially could compete with University Center or such activities could damage or impede University Center business.

Inappropriate Use of University Center Connections
An employee or Board member's business interests that might benefit because of access to University Center information or through association with University Center.

Business Interest in Customer/Supplier Connection
An employee or Board member represents University Center in a business dealing with a customer/supplier where the member holds an interest in the customer/supplier's business.

Use of University Center Facilities, Equipment, or Supplies or Personal Activities An employee or Board member uses University Center equipment, supplies, or facilities for their personal benefit or for the benefit of an outside organization, without appropriate compensation to University Center for the use of such equipment, supplies, or facilities.

Appearance of a Conflict of Interest
The appearance of a conflict of interest may be just as damaging to University Center's reputation as an actual conflict. Employees and Board members should objectively examine their actions periodically so that an outside observer (such as a customer, government agent, vendor, or employee) would have no reason to believe that a conflict of interest might exist.

Gifts Received from External Contacts
Employees, Board members and their relatives are prohibited from accepting anything above nominal value (including gifts or cash) from outside business contacts doing business with University Center. These exchanges may be seen as attempts to unduly influence business relationships.

Discourage Gifts
The Board member/employee is responsible to tactfully discourage such gifts.

Unacceptable Gifts
Examples of unacceptable gifts or favors include:

1. Expensive entertainment;
2. Free or discounted travel or vacation facilities;
3. Free or discounted services or equipment;
4. Loans;
5. Clothing, jewelry, or;
6. Any gift(s) received from a single business contact totaling more than $420 in a 12-month period.

Acceptable Gifts (Exceptions to the Gift Rule)

Nominal gifts are acceptable when it is clear that:

1. The intent is not to try to exert any influence or University Center transactions;
2. The gift is unsolicited; and
3. The gift is a customary business courtesy. Board members/employees may accept typical business gifts of minimal value such as lunches, plants, pens, holiday candy, or inexpensive entertainment items.

Personal Gifts

Members of the Board of Directors/employees may also accept gifts or favors based on clearly identifiable relative or personal relationships, under circumstances motivated by the relationship rather than business interests.

Gifts Given to External Contacts

No member of the Board of Directors/employee may offer an external business contact a valuable gift in an effort to seek a favorable result for University Center or for any personal interest. It is accepted and appropriate practice to give gifts of minimal value (see Acceptable Gifts above), but expensive gifts should not be given to customers or potential customers.

Contract Interest

No Board member shall be financially interested in any contract or other transaction entered into by the Board of which they are a member, and any contract or transaction entered into in violation of this section is void.

E. Procedures

UC requires that Board members and employees review the Conflict of Interest Policy and sign a Conflict of Interest Disclosure form which affirms such person:

1. Has received a copy of the conflict of interest policy.
2. Has read and understands the conflict of interest policy.
3. Has disclosed any financial interests they have in a contract or transaction entered into by University Center, the Board or Committee.
4. Will disclose any future financial interests in a contract or transaction entered into by University Center, the Board or Committee.
5. Has agreed to comply with the policy.
6. Understands UC is charitable and in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

UC board members will be required to sign the Conflict of Interest Disclosure form at the time of election to the Board of Directors, annually thereafter, and within 30 days of discovering or acquiring a new potential conflict of interest as defined by this policy.

All UC management and other employees that have been designated as in positions of decision making authority related to UC business activities, are required to sign the Conflict of Interest Disclosure form at the time of hire, and are required to annually review the Conflict of Interest Policy and attest that they do not have any conflicting financial interests.

Employee Conflict of Interest Disclosure forms shall be given to the UC HR representative who will sign off on forms where no conflict is noted. If a conflict is noted, the UC Executive Director will review to determine if a conflict of interest exists. If the review reasonably determines that a conflict of interest exists or the potential for one could occur, the UC Executive Director will make recommendations as to how to manage, reduce or eliminate the potential or actual conflict(s) of interest. Employees must maintain an ongoing review of their situations to ensure that changed circumstances do not create violations of this policy.

Board Member Conflict of Interest Disclosure forms shall be given to the UC Executive Director who will sign off on all forms. If a conflict is noted, the UC Executive Director will review to determine if a conflict of interest exists. If the review reasonably determines that a conflict of interest exists or the potential for one could occur, the UC Executive Director will make recommendations as to how to manage, reduce or eliminate the potential or actual conflict(s) of interest. Board members must maintain an ongoing review of their situations to ensure that changed circumstances do not create violations of this policy.

The Conflict of Interest Disclosure forms shall be retained by the UC Executive Director in the Board member/employees' file for the duration of the Board member term/employment.

The UC Executive Director will ensure that University Center meets any state or federal regulations regarding the provisions of ethics training to its board members and employees. The *Avoiding Conflict of Interest* training is assigned to UC employees within CSU Learn upon hire and is valid for two (2) years after completion.

Exhibit 2 - Public Relations Expenditure Policy

HUMBOLDT STATE UNIVERSITY CENTER POLICY MANUAL	Section No. 200 *Document No. 206*

Section: **Policy Statement – Fiscal**

Subject: **Public Relations Expenditure Policy**

Purpose: This policy is adopted in accordance with California Code of Regulations, Title 5, §42502(i), which requires auxiliary organization governing bodies to approve expenditures for public relations or other purposes that augment California State University (CSU) appropriations and to maintain a written statement governing the accumulation and use of such funds.

This policy establishes the Humboldt State University Center's (Auxiliary) standards regarding the authorization, source, and control of public relations expenditures in accordance with applicable law and the Auxiliary's Operating Agreement with the CSU.

Original Adoption Date: October 2, 2001
Revised: October 11, 2001
Last Revised/Approved: April 21, 2026

I. Policy

The Humboldt State University Center (Auxiliary) shall not expend funds for public relations or other activities intended to augment CSU appropriations unless such expenditures are:

1. Consistent with Title 5 and the applicable Operating Agreement;
2. Formally authorized by the governing board; and
3. Included in the Auxiliary's approved operating budget.

At this time, no public relations expenditures are authorized.

II. Definition of Public Relations Expenditures

Public relations expenditures are defined as expenditures intended to augment CSU appropriations through outreach, fundraising, or other external engagement activities. The Auxiliary does not currently engage in such activities.

III. Solicitation

The Auxiliary does not solicit funds from external sources.

Exhibit 2 - Public Relations Expenditure Policy

IV. Source of Funds

The Auxiliary's revenues are derived primarily from investment earnings and other internally authorized sources consistent with its Operating Agreement.

The Auxiliary does not accumulate or designate funds for public relations purposes.

V. Allowable Expenditures

No public relations expenditures are currently authorized.

VI. Accounting Control

Should public relations expenditures be authorized in the future, such expenditures must be specifically approved by the Board of Directors, included in the approved operating budget, and comply with Title 5 and applicable CSU policy.

* * * * *

Exhibit 3 - Articles of Incorporation

A0736294

ENDORSED - FILED
in the office of the Secretary of State
of the State of California

DEC 14 2012

RESTATED ARTICLES OF INCORPORATION
OF
HUMBOLDT STATE UNIVERSITY CENTER BOARD OF DIRECTORS
CORPORATION NO. C0602998

The undersigned certify that:

1. They are the Chair of the Board and the Secretary, respectively, of HUMBOLDT STATE UNIVERSITY CENTER BOARD OF DIRECTORS, a California nonprofit corporation.

2. The Articles of Incorporation of this corporation are amended and restated to read as follows:

ONE: The name of the Corporation is HUMBOLDT STATE UNIVERSITY CENTER BOARD OF DIRECTORS.

TWO: This Corporation is a Nonprofit Public Benefit Corporation and is not organized for the private gain of any person. It is organized under the nonprofit Public Benefit Corporation Law for charitable purposes.

THREE: This Corporation is organized exclusively for charitable, scientific, literary, or educational purposes, within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986 or the corresponding provision of any future United States internal revenue law. Notwithstanding any other provision of these Articles, this Corporation shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the purposes of this Corporation, and the Corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986 or the corresponding provision of any future United States internal revenue law, or (b) by a corporation, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code of 1986 or the corresponding provision of any future United States internal revenue law.

FOUR: The Corporation shall have no members as that term is defined in Section 5056 of the California Corporations Code, or in any successor statute thereto. Any Corporate action which would otherwise require approval by a majority of all members or approval by the members of the Corporation shall require only approval of the Board of Directors.

FIVE: a) No substantial part of the activities of this Corporation shall consist of lobbying or propaganda, or otherwise attempting to influence legislation, except as provided in Section 501(h) of the Internal Revenue Code of 1986, and this Corporation shall not participate in or intervene in (including publishing or distributing statements) any political campaign on behalf of any candidate for public office except as otherwise provided in Section 501(h) of the Internal Revenue Code of 1986.

b) All Corporate property is irrevocably dedicated to the purposes set forth in Article THREE, above. No part of the net earnings of this Corporation shall inure to the benefit of any of its directors, trustees, officers, private shareholders, or to individuals.

c) Upon the winding up and dissolution of the Corporation after paying or adequately providing for the debts, obligations, and liabilities of the Corporation, all net assets, other than trust funds, shall be distributed to a successor approved by the President of Humboldt State University, and by the Chancellor of the California State University. Such successor shall have tax-exempt status under Section 501(c)(3) of the Internal Revenue Code of 1986 (or the corresponding provisions of any future United States internal revenue law) and under Section 23701d of the California Revenue and Taxation Code, or the corresponding section of any future California revenue and tax law.

SIX: This Corporation elects to be governed by all of the provisions of the Nonprofit Corporation Law of 1980 not otherwise applicable to it under Part 5.

3. The foregoing amendment and restatement of Articles of Incorporation has been duly approved by the Board of Directors.

4. The corporation has no members.

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: December 6, 2012

Macy Stewart, Chair of the Board

Lynne Sandstrom, Secretary

Exhibit 4 – University Delegation of Authority to Auxiliary regarding Administration of Grants and Contracts

Exhibit is not applicable for this Auxiliary Operating Agreement

Exhibit 5 - UC Net Assets

UNIVERSITY CENTER ASSETS 3/31/2021					
General Operations and Business Operations					
Asset ID	**Description**	**In Service Date**	**Purchase Price**	**Net Book Value**	**Fair Value***
PLEQ003	OFFICE PARTITIONS	06/01/1990	14,139	-	-
6M19179	ELECTRIC VEHICLE	01/10/2001	11,653	-	-
3602	MEYER SOUND LOUDSPEAKER CQ-2	06/26/2002	5,269	-	-
3603	MEYER SOUND LOUDSPEAKER CQ-2	06/26/2002	5,269	-	-
3604	MEYER SOUND LOUDSPEAKER CQ-1	06/26/2002	5,269	-	-
3605	MEYER SOUND LOUDSPEAKER CQ-1	06/26/2002	5,269	-	-
3606	MEYER SOUND LOUDSPEAKER UPM-1P	06/26/2002	-	-	-
3607	MEYER SOUND LOUDSPEAKER UPM-1P	06/26/2002	-	-	-
PLEQ032	OFFICE PARTITIONS	05/05/2006	7,046	-	-
3424	MARTIN MAC 2000 SPOT LIGHT	06/30/2007	6,322	-	-
3425	MARTIN MAC 2000 SPOT LIGHT	06/30/2007	6,322	-	-
PLEQ033	AV SYSTEM-GOODWIN FORUM	09/01/2009	16,771	-	-
6RMB529	2011 FORD E 150 VAN	02/28/2011	23,626	-	-
3584	JBL VTX SUB CABINET	08/02/2015	-	-	-
3585	JBL VTX SUB CABINETS	08/02/2015	-	-	-
3588	JBL VTX SUB CABINETS	08/02/2015	-	-	-
3567	SONY PROJECTOR	11/02/2015	10,773	-	-
7CAK678	2014 E 350 VAN	11/06/2015	20,463	-	-
3581	CROWN I-TECH AMP	08/25/2015	-	-	-
3582	JBL VTXSUB CABINETS	08/25/2015	-	-	-
3586	CROWN I-TECH HD AMP	08/25/2015	-	-	-
3580	CROWN I-TECH AMP	08/28/2015	-	-	-
3583	JBL VTX SUB CABINET	08/28/2015	-	-	-
3587	JBL VTX SUB CABINET	08/28/2015	-	-	-
PLINTAN9	KBR SOUND SYSTEM	10/12/2017	6,536	1,961	-
4092	KYOCERA PRINTER/COPIER	12/27/2017	6,351	2,223	-
3553	PROBOOK 470 LAPTOP-GERVING	03/15/2019	-	-	-
IT0173	HP LAPTOP	11/21/2019	-	-	-
IT0175	HP LAPTOP	11/15/2019	-	-	-
IT0178	HP PROBOOK LAPTOP	03/18/2020	-	-	-
IT0179	HP PROBOOK LAPTOP	03/18/2020	-	-	-
IT0180	HP LAPTOP	06/17/2020	-	-	-
IT0177	HP PROBOOK LAPTOP	03/09/2020	-	-	-
			151,079	**4,184**	**-**
CenterArts					
Asset ID	**Asset Description**	**In Service Date**	**Purchase Price**	**Net Book Value**	**Fair Value***
PLEQ035	CENTERARTS PA SYSTEM	08/31/2010	63,053	-	-
3580-3588	SUBWOOFER SYSTEM	08/28/2015	47,257	-	-
IT0174	HP LAPTOP	11/15/2019	-	-	-
			110,310	**-**	**-**
Center Activities					
Asset ID	**Asset Description**	**In Service Date**	**Purchase Price**	**Net Book Value**	**Fair Value***
PLINTAN11.1	FUSION - SOFTWARE	08/31/2019	8,226	5,621	-
IT0176	HP LAPTOP	12/04/2019	-	-	-
			8,226	**5,621**	**-**
Student Recreation Center					
Asset ID	**Asset Description**	**In Service Date**	**Purchase Price**	**Net Book Value**	**Fair Value***
3373	ELLIPTICAL 556	06/30/2005	-	-	-
3374	ELLIPTICAL 556	06/30/2005	-	-	-
3377	ELLIPTICAL 546	06/30/2005	-	-	-
3379	ELLIPTICAL 546	06/30/2005	-	-	-
3381	ELLIPTICAL 546	06/30/2005	-	-	-
3382	ELLIPTICAL 546	06/30/2005	-	-	-
3383	ATLANTIS MULTISTATION	06/30/2005	12,211	-	-
3471	ELLIPTICAL 546	06/30/2005	-	-	-

Exhibit 5 - UC Net Assets

3390	MERCURY S TREADMILL	12/16/2005	7,457	-	-
3610	LEG CURL C108	03/03/2006	-	-	-
3395	LEG EXT. C105	03/30/2006	-	-	-
3392	ELLIPTICAL TRAINER	04/30/2006	-	-	-
3393	ELLIPTICAL TRAINER	04/30/2006	-	-	-
3411	PRECOR EFX546I ELLIPTICAL	02/19/2007	-	-	-
3412	PRECOR EFX546I ELLIPTICAL	02/19/2007	-	-	-
3413	PRECOR RECUMBENT BIKE C846I	02/19/2007	-	-	-
3414	PRECOR RECUMBENT BIKE C846I	02/19/2007	-	-	-
3420	PRECOR ELLIPTICAL EFX546I	02/19/2007	-	-	-
3416	LIFECYCLE UPRIGHT BIKE	03/07/2007	-	-	-
3418	LIFECYCLE UPRIGHT BIKE	03/07/2007	-	-	-
3501	PRECOR AMT	03/02/2011	7,100	-	-
3511	PRECOR TREADMILL	01/09/2012	5,468	-	-
3512	PRECOR TREADMILL	01/09/2012	5,468	-	-
3513	PRECOR TREADMILL	01/09/2012	5,468	-	-
3514	PRECOR TREADMILL	01/09/2012	5,468	-	-
3515	PRECOR EFX 835	01/09/2012	5,549	-	-
3516	PRECOR EFX 835	01/09/2012	5,549	-	-
3517	PRECOR EFX 835	01/09/2012	5,549	-	-
3518	PRECOR EFX 835	01/09/2012	7,411	-	-
3519	PRECOR EFX 835	01/09/2012	5,549	-	-
3520	PRECOR AMT 835	01/09/2012	7,411	-	-
3521	PRECOR AMT 835	01/09/2012	5,549	-	-
3522	PRECOR 4 STACK MODULAR	01/09/2012	7,497	-	-
3579	TREADMILL	09/03/2015	6,444	-	-
3357	TRUEFORM TREADMILL	09/01/2016	6,578	548	-
3356	PRECOR EFX	06/20/2016	5,457	273	-
3523	STAIRMASTER GUANTLET W/LCD	05/25/2017	6,504	1,518	-
3360	PRECOR 731 TREADMILL	07/12/2018	6,287	2,829	2,829
PLINTAN11.2	FUSION - SOFTWARE	08/31/2019	8,226	5,621	-
3590	PRECOR 731 TREADMILL	02/28/2020	5,941	4,654	4,654
			144,145	**15,443**	**7,483**

Humboldt Bay Aquatic Center

Asset ID	Asset Description	In Service Date	Purchase Price	Net Book Value	Fair Value*
PLINTAN11.3	FUSION - SOFTWARE	08/31/2019	8,226	5,621	-
			8,226	**5,621**	**-**

HSU Dining The "J"

Asset ID	Asset Description	In Service Date	Purchase Price	Net Book Value	Fair Value*
8Y79653	WHITE 1990 CHEVY TRUCK	03/28/1990	14,000	-	-
3085	80 QUART HOBART MIXER	03/06/1997	9,999	-	-
3079	CLARK FORK LIFT	07/01/1998	15,510	-	-
3119	COOK & HOLD OVEN	08/26/1999	-	-	-
3167	HAND HELD DATA CONTROLLER	04/11/2000	-	-	-
4094	2 COMPARTMENT STEAM OVEN	10/09/2002	13,702	-	-
3575	STACK CONVECTION OVEN	05/29/2003	9,276	-	-
3405	3 DOOR ICE CREAM FREEZER	02/11/2005	14,943	-	-
3421	INSULATED SS HOT CABINET	07/23/2007	-	-	-
3431	COFFEE BREWER	09/09/2007	7,449	-	-
3426	6 DOOR USED FREEZER	08/10/2007	15,291	-	-
3461	ELECTRIC GRIDDLE	06/13/2008	5,068	-	-
3459	FRONT LOAD WASHER	06/25/2008	8,078	-	-
3491	COMBO DISPLAY MERCHAND-REFRIG	08/21/2009	8,050	-	-
8Z70470	2010 FORD TRANSIT CONNECT	08/20/2010	22,408	-	-
3407	HOBART AUTOMATIC SLICER #3913	09/17/2010	7,246	-	-
3572	3DR REACH-IN FREEZER	05/20/2011	7,750	-	-
3574	FRYMASTERS FRYERS	06/23/2011	28,187	-	-
34713D1	2011 FORD TRANSIT VAN	08/19/2011	27,133	-	-
4084	MARKET FORGE STEAM GENERATOR	01/13/2014	12,823	-	-

3543	REACH-IN GLASS DR REFRIG/FREEZ	04/18/2014	5,975	-	-	
3547	PRECISION IMPINGMENT OVEN	06/30/2014	10,960	-	-	
3551	IPAD AIR 16GB	06/30/2014	-	-	-	
3408	STEAM GENERATOR- GAS	12/12/2014	12,027	-	-	
3578	REACH IN REFRIGERATOR 3DR	08/25/2015	-	-	-	
3565	TOSHIBA LAPTOP	09/24/2015	-	-	-	
3608	TAYLOR SOFT SERVE FREEZER	06/30/2016	24,765	1,238	-	
3406	TRAULSEN ROLLTHRU REFRIGERATOR	12/09/2016	11,065	1,475	-	
4091	F'REAL SHAKE BLENDER	08/22/2017	8,844	2,506	-	
3367	MANITOWOC ICE MACHINE	11/13/2018	5,279	2,728	2,728	
3369	DISHWASHER/RACK	06/04/2019	20,860	13,211	13,211	
3370	MEIKO DISHWASHER	01/01/2020	197,291	172,630	172,630	
PLINTAN13	FURNITURE - TABLES/CHAIRS	08/31/2020	193,314	182,037	182,037	
			717,293	**375,825**	**370,606**	
HSU Dining Depot						
Asset ID	**Asset Description**	**In Service Date**	**Purchase Price**	**Net Book Value**	**Fair Value***	
3056	BRAISING PAN	03/01/1990	5,777	-	-	
3082	REFRIGERATOR/FREEZER	05/07/1997	7,409	-	-	
3019	CONVECTION OVEN/CABINET	11/24/1997	6,356	-	-	
3346	NATURAL GAS CHARBROILER-DUAL	09/03/2003	12,656	-	-	
3463	ICE MACHINE	01/08/2009	7,876	-	-	
3531	DISHWASHER	07/01/2012	7,516	-	-	
3533	HOBART AUTOMATIC SLICER #3913	11/30/2012	7,333	-	-	
3534	GAS GRIDDLE	02/15/2013	6,953	-	-	
3542	F'REAL SHAKE BLENDER	04/18/2014	9,376	-	-	
3593	GAS FRYER 3 POT AUTO LIFT	09/01/2015	32,024	-	-	
3592	REFRIGERATED PIZZA TABLE	10/01/2015	9,733	-	-	
4095	REFRIGERATED PIZZA PREP TABLE	03/30/2015	10,094	-	-	
3577	MARKET FORGE STEAMER	07/30/2015	24,482	-	-	
3591	TURBO CHEF TORNADO 2 OVEN	09/22/2015	9,601	-	-	
3594	LINCOLN IMPINGER EXPR OVEN	09/11/2015	27,449	-	-	
3355	INSULATED HEATED CABINET	09/21/2016	5,247	525	-	
3611	ESPRESSO MACHINE	03/02/2017	7,487	1,372	-	
3359	MEIKO DISH MACHINE	08/23/2018	12,510	6,047	6,047	
DSINTAN023	FURNITURE - TABLES/CHAIRS	08/26/2019	34,406	23,511	23,511	
3589	DELI/SOUP ISLAND	08/29/2019	38,230	26,124	26,124	
			282,514	**57,579**	**55,682**	
HSU Dining Library Café						
Asset ID	**Asset Description**	**In Service Date**	**Purchase Price**	**Net Book Value**	**Fair Value***	
3609	COMPACT ESPRESSO MACHINE	02/06/2017	5,605	934	-	
			5,605	**934**	**-**	
HSU Dining Window's Café						
Asset ID	**Asset Description**	**In Service Date**	**Purchase Price**	**Net Book Value**	**Fair Value***	
DSEQ006	99 TREE BACK CHAIRS	09/01/1998	9,702	-	-	
3397	2 DOOR REACH-IN REFRIGERATOR	09/01/2006	-		-	-
3398	2 DOOR REACH-IN REFRIGERATOR	09/01/2006	-		-	-
3399	2 DOOR REACH-IN FREEZER	09/01/2006	-		-	-
3492	CONVECTION OVEN W/STACK WARMER	08/31/2010	8,414	-	-	
3464	ELECTRIC BUFFET HOT SERV LINE	02/10/2009	6,265	-	-	
4093	UNDERCOUNTER HOBART DISHWASHER	06/01/2018	7,118	3,084	-	
3368	ZEPHAIRE DBL CONVECTION OVEN	03/29/2019	8,890	5,334	5,334	
			40,389	**8,418**	**5,334**	
HSU Dining College Creek Marketplace						
Asset ID	**Asset Description**	**In Service Date**	**Purchase Price**	**Net Book Value**	**Fair Value***	
3541	F'REAL SHAKE BLENDER	08/05/2013	8,966	-	-	
			8,966	**-**	**-**	
			Purchase Price	**Net Book Value**	**Fair Value***	
Total University Center Fixed Assets			**1,476,755**	**473,625**	**439,105**	

** Fair value: Book Value of those assets purchased after 7/2018 (<2.5 yrs old)*