

**OPERATING AGREEMENT
BETWEEN CALIFORNIA STATE UNIVERSITY
AND
CSULB 49er Foundation, Inc.**

This agreement is made and entered into by and between the Trustees of the California State University by their duly qualified Chancellor (CSU) and **CSULB 49er Foundation, Inc.**, serving California State University Long Beach (Campus).

The term of this agreement shall be July 1, 2020, through June 30, 2025.

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 Campus under the usual state procedures.

2. PRIMARY FUNCTION(S) OF THE AUXILIARY

In consideration of receiving recognition as an official CSU auxiliary organization, Auxiliary agrees, for the period covered by this agreement, that the primary function(s), which the Auxiliary is to manage, operate or administer is/are (*Check each category that applies*):

- Philanthropic
- Real Property Acquisition / Real Property Development

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:

1. Student Body Organization Programs
2. Loans, Scholarships, Grants-in-Aids, Stipends, and Related Financial Assistance
3. Alumni Programs
4. Gifts, bequests, devises, endowments, trusts and similar funds
5. Public relations, fundraising, fund management, and similar development programs
6. 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 set forth in CCR tit.5, §42402, which requires that auxiliary organizations operate in conformity with CSU and Campus policies. The Campus 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 Campus. The operations and activities of Auxiliary under this agreement shall be integrated with Campus operations and policies and shall be overseen by the campus Chief Financial Officer (CFO) or designee so as to assure compliance with objectives stated in CCR tit.5, §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 Campus CFO or designee in carrying out the compliance and operational reviews required by applicable CSU Executive Orders and related policies.

4. OPERATIONAL COMPLIANCE

Auxiliary agrees to maintain and operate its organization in accordance with all applicable laws, regulations and CSU and Campus 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 campus name, resources and facilities (CCR tit.5, §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 his or her 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 **Attachment 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, as **Attachment 2** 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 CCR tit.5, §42408, regarding fiscal audits. All fiscal audits shall be conducted by auditors meeting the guidelines established the Integrated CSU Administrative Manual (ICSUAM).

The Campus 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 Campus 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

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

10. FAIR EMPLOYMENT PRACTICES

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 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 3** is a copy of Auxiliary's Constitution or Articles of Incorporation (as applicable) which, in accordance with CCR tit.5, §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 Campus 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 Campus may agree that Auxiliary may use specified 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. The agreement for the provision of Campus services must be documented in writing between Auxiliary and Campus. The writing shall comply the requirements of CCR tit.5, §42502(f), the CSU Executive Orders and ICSUAM (Policies).

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. 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 §§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.

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 Education Code §89720.

18. INDEMNIFICATION

Auxiliary agrees to indemnify, defend and save harmless the CSU, its officers, agents, employees and constituent campuses 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 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 in [Technical Letter 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 named 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:

CSULB 49er Foundation
6300 E. State University Drive, Suite 332
Long Beach, CA 90815
Attn: Chief Executive

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:

California State University, Long Beach
1250 Bellflower Boulevard
Long Beach, California 90840-0116
Attn: Office of the President

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 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

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: June 29, 2020

California State University Long Beach

By Jane Close Conoley
Jane Close Conoley

Executed on July 8, 2020

CSULB 49er Foundation, Inc.

By Michele Cesca
Michele Cesca, Chief Executive Officer

Executed on 7/9/, 2020

California State University
Office of the Chancellor

Verna Ale Paniani
By _____
Procurement and Contract Services

ATTACHMENT 1



CALIFORNIA STATE UNIVERSITY
LONG BEACH
49^{ER} FOUNDATION

Conflict of Interest Policy

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Purpose:

To provide guidelines to prevent persons having a financial interest in the activities of the board while having an opportunity to influence these documents.

Policy:

Except in certain circumstances, a Board member must avoid transactions of the board in which the Board member has a financial interest (*Cal Ed Code* Section 89906). Organization directors, officers, employees, volunteers or designated agents or other representatives shall not engage in self-dealing actions or transactions in which they have a personal pecuniary interest. Examples include acceptance of compensation, advances, discounts, loans, gifts, entertainment, or other favors in actual or perceived exchange for or to influence organization actions, judgments, or transactions.

The term, ***transactions of the board*** includes contracts approved by the Board of Directors. A violation is considered "misconduct in office" and the transaction breaching this prohibition is void, unless it meets a two-element circumstance test (*Ibid* Section 89907):

- Is the transaction just and reasonable as to the organization *when approved*; and
- Was the financial interest disclosed or known to the Board and noted in the meeting minutes, followed by a favorable, good faith Board vote sufficient for the action without including the interested director(s)?

There are several ***circumstance exceptions*** to the application of the above two-element test, any one of which revives the prohibition:

- The transaction is directly between the interested Board member(s) and the organization (*Ibid* Section 89908(a)).
- The transaction is between the organization and a partnership or unincorporated association in which a Board member(s) holds an ownership, partnership, or other proprietary interest (*Ibid* Section 89908(b)).
- The transaction is between the organization and a corporation in which the interested Board member(s) owns or directly or indirectly holds more than a 5 percent (5%) of the outstanding common stock (*Ibid* Section 89908(c)).
- The Board member(s) fail(s) to disclose to the Board the financial interest in the transaction at a public meeting, then influences or attempts to influence one or more Board members in entering into the transaction (*Ibid* Section 89908(d)).

Thus, in summary, the following transactions are specifically deemed ***impermissible***:

- Any transaction, other than an employment contract, directly between the organization and a Board member.
- Any transactions between the organization and a partnership or unincorporated association in which a Board member is a partner, or owner, or holder, directly or indirectly, of a proprietorship interest.

- Any transaction between the organization and a for-profit corporation in which the organization's Board member is the owner or holder, directly or indirectly, of 5 percent or more of the outstanding common stock.

On the other hand, the following transactions are permissible if the Board follows the procedure described below:

- Transactions between the organization and a for-profit corporation in which a Board member is the owner or holder, directly or indirectly, of less than 5 percent of the outstanding common stock.
- Transactions between the organization and a for-profit corporation on whose governing body a Board member serves as a director and owner or holder, directly or indirectly, of less than 5 percent of the outstanding common stock.
- Transactions between the organization and a nonprofit corporation on whose governing body a Board member serves as a director.

The organization encourages the prompt disclosure of any such conflict, real or perceived, to the Chief Executive Officer for review and determination. In the case of the Chief Executive Officer, disclosure shall be made to the Board Chair for review and determination consistent with this policy statement.

It is unlawful (*Ibid*, Section 89909) and against organization policy for any person, including Board members, employees, volunteers, or organization agents or other representatives to utilize any information that is not a matter of public record and is received by the person by reason of his or her membership on the Board of Directors, organization employment, or relationship with the organization for personal pecuniary gain, regardless of whether he or she is or is not a Board member, employee, or otherwise engaged with the organization at the time such gain is realized.

Education Code Sections 89906-09; and Corporations Code Sections 5233.

Every Board member has an affirmative duty to know and understand the conflict of interest standards, to disclose to the Board any real or perceived transaction conflict, and to step aside from Board deliberations and actions on such matters.

Procedure for Disclosing a Conflict

Any Board member with a financial interest in a permissible transaction before the Board of Directors shall promptly disclose to the Board the nature and scope of that interest, and thereupon be recused from participating in any deliberations or actions by the Board on that matter. The Board meeting minutes shall note the disclosure and recusal. The Board shall then make a determination whether or not the proposed transaction is just and reasonable for the organization at that time and under the circumstances of the disclosure. If so, the Board may then authorize, approve, or ratify the transaction in good faith by a vote sufficient for the purpose of the action without counting the vote(s) of such financially interested Board member(s).

Upon the disclosure by any Board member with a financial interest in an *impermissible* transaction before the Board, no action to approve, authorize, or ratify the transaction shall be taken, and the meeting minutes shall note the circumstances attending the matter.

Board Member Initial and Annual Certification

Each Board member shall initially and annually thereafter receive, review, complete, sign, and return a Related Party Questionnaire and Conflict of Interest Certification in accordance with written procedures established by the Chief Operating Officer implementing this policy statement.

Procedure for Obtaining Conflict of Interest Statements

The Operations Analyst will be responsible for obtaining the Conflict of Interest Statement annually from each Board Member at the fall board meeting. This will require follow up for any board member who does not attend, or somehow leaves before signing the document.

This document shall also be obtained from all new board members on or before their first board meeting. These documents shall be scanned and stored in the 49er Foundation permanent records folder/directory.

Purchasing/Expenditure Authorization Certification

Organization employees or others with purchasing and expenditure authority shall receive, review, sign and return the *Signature Authorization Certification*, in a form prescribed by written procedures, acknowledging the following prohibitions and certifying that they will avoid them:

- Engaging in or having any personal pecuniary interest in any business, transaction, or incurring any obligation which conflicts with or gives the appearance of conflicting with or impairing independent judgment in the discharge of duties owed the organization;
- Accepting money, tips, or other considerations for work required or expected in the regular course of organization duties;
- Self-referring organization clients, donors, or customers, or recommending others with whom there is a personal pecuniary interest;
- Accepting gifts, gratuities or other favors from those having a business relationship, or prospect of a relationship, with the organization; or
- Disclosing organization information, not a matter of public record, without authority, or using such information for pecuniary gain.

ATTACHMENT 2



Source and Use of Public Relations Funds Policy

PURPOSE: To provide policy guidance on the accumulation and use of funds by the CSULB 49er Foundation (49er Foundation) for public relations purposes.

POLICY

Solicitation and Accumulation of Public Relations Funds

The CSULB 49er Foundation 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 49er Foundation-held Discretionary or Restricted Funds. These funds may be derived from various sources including corporate auxiliary revenues, donations, or the proceeds from the sale of non-cash gifts made to the 49er Foundation. Expenditures from Discretionary or Restricted Funds must clearly advance the objectives of the campus and the California State University and be consistent with applicable procurement and accounting practices. In general, expenditures must be appropriate for campus-authorized educational, social, development, hospitality, community and employee relations, employee business travel and related considerations, student aid, and for other purposes that benefit California State University or the campus. All expenditures from a Restricted Fund must be clearly consistent with the restricted purpose.

Procedures

Any expenditure of the 49er Foundation 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 the Foundation'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

The 49er Foundation shall file a copy of this Policy with the Chancellor's Office, per the requirements of Title 5 California Code Regulations. §42502(i).

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ATTACHMENT 3

**RESTATED ARTICLES OF INCORPORATION
OF CSULB 49er FOUNDATION
A California Nonprofit Public Benefit Corporation**

FILED
Secretary of State
State of California

DEC 10 2012

The undersigned certify that:

1. They are the Chair of the Board and the Secretary, respectively, of the CSULB 49er Foundation, a California nonprofit corporation.
2. The Articles of Incorporation of this corporation are amended and restated to read as follows:

**ARTICLE I
NAME**

The name of this corporation is:

CSULB 49er Foundation.

**ARTICLE II
CORPORATE STATUS**

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 public and charitable purposes.

**ARTICLE III
PURPOSES**

Section 1. The specific purpose of this Corporation is to promote and assist the California State University, Long Beach ("CSULB") to receive gifts, property, and funds to be used for the benefit of CSULB, by the following:

- (a) Foster, encourage and promote the teaching, research and public service activities of CSULB;
- (b) Promote philanthropy in support of CSULB;
- (c) Promote a greater and better understanding in the community of CSULB's proper role, its policies and affairs, and its development needs;
- (d) Provide financial assistance by allocations, gifts and other means to CSULB, its support groups, undergraduate and graduate students and faculty; and
- (e) Do any other act or thing and engage in or carry on any other activity in any manner connected with, or incidental to, or calculated to promote, assist, aid or accomplish any of the aforesaid purposes.

Section 2. The corporation is organized, and at all times hereafter shall be operated as an auxiliary organization under Section 89900, et seq. of the California Education Code, and Regulations adopted by the Board of Trustees of the California State University (Title 5) exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986 as amended, for the above purposes, and to:

- (a) Operate exclusively for purposes within the meaning of the California Revenue and Taxation Code, Section 23701d (or corresponding provisions of any future California Revenue Law);
- (b) Administer functions and programs subject to the direction and approval of the CSULB President; and
- (c) To do or refrain from doing any lawful act or thing which at anytime may be authorized by the Board of Directors of this Corporation, so long as the doing or refraining from doing the lawful act will advance the welfare of CSULB.

ARTICLE IV CONFORMITY WITH LAW

Section 1. This Corporation is organized and operated exclusively for charitable purposes within the meaning of Section 501 (c) (3) of the Internal Revenue Code.

Section 2. Despite any other provision in these articles, this Corporation shall not engage in any activities or exercise any powers that are not in furtherance of the purposes of the 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 or the corresponding provision of any future United States internal revenue law or (b) a corporation, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code or the corresponding provision of any future United States internal revenue law. Section 3. No substantial part of the activities of this Corporation shall consist of carrying on propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in or intervene in any political campaign (including the publishing or distribution of statements) on behalf of any candidate for public office.

ARTICLE V IRREVOCABLE DEDICATION AND DISSOLUTION

The assets of this Corporation are irrevocably dedicated to charitable purposes for the benefit of CSULB, and no part of the net income or assets of this Corporation shall ever inure to the benefit of any trustee, officer or member thereof or to the benefit of any private person, except that this Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article III hereof. Upon the dissolution of the Corporation, its assets other than trust funds remaining after payment or provision for payment, of all debts and liabilities of this Corporation shall be transferred to a successor approved by the president of CSULB and by

the Chancellor of The California State University. Any nongovernmental successor shall be a nonprofit organization organized and operated exclusively for charitable purposes having tax-exempt status, as long as it is then described in Sections 170(b)(1)(A), 501(c)(3), and 509(a)(1) of the Internal Revenue Code (or corresponding provisions of any future federal internal revenue law.)

ARTICLE VI OFFICERS AND DIRECTORS

The Officers and number of Directors, their qualifications, powers, duties, terms of office, manner of removal and filling vacancies on the Board of Directors, and the manner of calling and holding meetings of the Board, shall be stated in the Bylaws.

ARTICLE VII VOTING

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

ARTICLE VIII AMENDMENTS

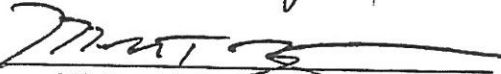
The Articles of Incorporation of the Corporation may be amended only by resolution of the Board of Directors adopted by the majority vote of the voting members of the Board of Directors with the written consent of the President of CSULB.

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.
5. The President of CSULB has approved this change.

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.

Dated: Dec. 3, 2012.


Beverly O'Neill, Chair of the Board


Michael Losquadro, Secretary