



CALIFORNIA STATE UNIVERSITY, FULLERTON

University Advancement, Office of Administration & Finance
2600 Nutwood Ave., Suite 830, Fullerton, CA 92831 657-278-2786

MEMORANDUM

TO: Melanie Pearson, Contract Services and Procurement
CSU Office of the Chancellor

FROM: Jason Ono, Administration & Finance and
CFO, Cal State Fullerton Philanthropic Foundation

DATE: June 14, 2022

RE: Cal State Fullerton Philanthropic Foundation Operating Agreement

In response to the request for the current Operating Agreement between California State University and Cal State Fullerton Philanthropic Foundation and in consultation with Cindy Merida, Director of Audit Services and Coordination, the enclosed Operating Agreement has been drafted as per CSU guidelines and is therefore submitted for your review and signature, along with supporting documentation.

Thank you in advance for your assistance.

Please let me know if you have any questions. I can be reached at 657/278-2479 or jaono@fullerton.edu

CC: Cindy Merida, Director of Audit Services and Coordination

**OPERATING AGREEMENT
BETWEEN CALIFORNIA STATE UNIVERSITY
AND CAL STATE FULLERTON PHILANTHROPIC FOUNDATION**

This agreement is made and entered into by and between the Trustees of the California State University by their duly qualified Chancellor (CSU) and Cal State Fullerton Philanthropic Foundation (Auxiliary) serving California State University, Fullerton (Campus). The term of this agreement shall be July 1, 2019 through June 30, 2029 *(10 Year Term unless sooner terminated as herein provided. This 10 year period only may be extended for financing or leasing purposes, and with the written approval of the CSU.)*

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):*

- Student Body Organization
- Student Union
- Housing
- Philanthropic
- Externally Funded Projects
- Real Property Acquisition / Real Property Development
- Commercial

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. Loans, Scholarships, Grants-in-Aids, Stipends, and Related Financial Assistance
2. Externally Funded Projects Including Research, Workshops, Conferences, and Institutes¹
3. Instructionally related Programs and activities, including Agriculture, Athletics, Radio and Television Stations, Newspapers. Films, Transportation. Printing and other Instructionally Related Programs and Activities
4. Alumni Programs
5. Gifts, bequests, devises, endowments, trusts and similar funds
6. Public relations, fundraising, fund management, and similar development programs
7. Acquisition, development, sale, and transfer of real and personal property including financing transactions related to these activities
8. Campus Services

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

¹ If “Externally Funded Projects” is listed, your operating agreement must also include italicized language in Section 16 and Attachment 4 for Campus Designation of Authority to Auxiliary re: Administration of Grants and Contracts.

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. Any agreement must be documented in a written memorandum of understanding between Auxiliary and Campus. The memorandum of understanding shall among other things, specify the following: (a) full reimbursement to Campus for services performed by a state employee in accord with CCR tit.5, §42502(f); (b) Auxiliary must clearly identify the specific services to be provided by state employee, (c) Auxiliary must specify any performance measures used by Auxiliary to measure or evaluate the level of service; (d) Auxiliary must explicitly acknowledge that Auxiliary does not retain the right to hire, supervise or otherwise determine how to fulfill the obligations of the Campus to provide the specified services to Auxiliary.

15. DISPOSITION OF NET EARNINGS

Auxiliary agrees to comply with CSU and Campus policy on expenditure of funds including, but not limited to, CSU guidelines for the disposition of revenues in excess of expenses and CSU policies on maintaining appropriate reserves. Cal. Educ. Code §89904; Executive Order 1059.

16. FINANCIAL CONTROLS

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

17. ACCEPTANCE, ADMINISTRATION, AND USE OF GIFTS

Auxiliary agrees, if authorized to do so in Section 2 above, that it will accept and administer gifts, grants, contracts, scholarships, loan funds, fellowships, bequests, and devises in accordance with policies of CSU and Campus.

A. 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:

Cal State Fullerton Philanthropic Foundation
2600 Nutwood Ave, Suite 850
Fullerton, California 92831
Attention: Executive Director

Notice to the CSU shall be addressed to:

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

Notice to the Campus shall be addressed as follows:

Office of the President
California State University, Fullerton
800 North State College Blvd, CP-1000
Fullerton, California 92834

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: 6/14, 2022

California State University, Fullerton

By _____
Framroze Virjee, President

Executed on 05/20, 2022

Cal State Fullerton Philanthropic Foundation

By Greg Saks
Greg Saks, Executive Director

Executed on _____, 2022

California State University
Office of the Chancellor
Contract Services and Procurement

By _____



CAL STATE FULLERTON PHILANTHROPIC FOUNDATION
CODE OF ETHICS

Purpose:

The purpose of the Code of Ethics is to serve as the policy of the Cal State Fullerton Philanthropic Foundation (CSFPF) to ensure the interests of the organization as it fulfills its purpose. It is the intent of this policy to protect CSFPF's interest as it enters into transactions or arrangements that might benefit the private interest of an officer or governor of CSFPF or might result in a possible excess benefit transaction. This policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interest applicable to nonprofit and charitable organizations.

Policy

1. Members of the governing board and senior financial officers shall abide by Conflict of Interest regulations as outlined in the California Education Code, applicable Sections of which are set forth below.

§89906 FINANCIAL INTEREST PROHIBITED. 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/she is a member, and any contract or transaction entered into in violation of this section is void.

§89907 EXCEPTION. No contract or other transaction entered into by the governing board of an auxiliary organization is void under the provisions of §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 exists:

- (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.



§89908 CERTAIN PROVISIONS NOT APPLICABLE. The provisions of §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 five (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 §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.

§89909 UNLAWFUL TO UTILIZE NONPUBLIC INFORMATION FOR PERSONAL PECUNIARY GAIN. It is unlawful for any person to utilize any information, not a matter of public record, which is received by him/her by reason of his/her membership of the governing board of an auxiliary organization, for personal pecuniary gain, regardless of whether he/she is or is not a member of the governing board at the time such gain is realized.

- 2. Members of the governing board and senior financial officers shall sign an acknowledgement on an annual basis at the commencement of the fiscal year attesting that they are not involved in any transaction or relationship that involves a prohibited financial interest as described in, and not exempted from, Education Code §89906 (a "Conflict of Interest").
- 3. Members of the governing board and senior financial officers shall consult with Foundation General Counsel or California State University, Fullerton, Director of Risk Management regarding any existing or proposed transaction or relationship that



Philanthropic Foundation

may constitute a conflict that would violate §89906 and, in the case of a proposed transaction, whether to present the proposed transaction to the Board for possible approval in accordance with §89907, if available, or whether the proposed transaction should not be pursued. If the Conflict of Interest is deemed to exist, it shall be handled in accordance with Section 4 of this Code of Ethics

4. If a Conflict of Interest is deemed to exist, it shall be reported to the Audit Committee. The Audit Committee shall devise and recommend to the Board a proposed resolution of, or course of action with respect to, the Conflict of Interest. The Audit Committee shall place the matter on the regular meeting agenda for appropriate action by the Board of Governors. The Board shall discuss the matter in open session, allowing any Governor with a Conflict of Interest to provide an explanation. The Board shall then by majority vote (not including the vote of any Governor with a Conflict of Interest) take action regarding the matter. Such action may include, but is not limited to, validation of the transaction pursuant to §89907, if available, validation of the transaction with conditions, censure or removal of the Governor, rescission of the transaction, or any other action deemed appropriate by the Board.
5. In the interest of avoiding even the appearance of impropriety, members of the governing board and senior financial officers shall disclose in writing to the Board of Governors any Material interest or relationship of which the Governor or senior financial officer is actually aware, even if it is not expressly described in or prohibited by Education Code §89906.
 - a. Material interests or relationships that may give the appearance of impropriety include, but are not limited to, any direct or indirect financial interest of the Governor or senior financial officer, immediate family members¹ of the Governor or senior financial officer, or any business entity in which the Governor or senior financial officer has an ownership interest of five percent (5%) or more, in a contract or transaction proposed to be entered into by California State University, Fullerton, or a recognized auxiliary².

¹ Immediate family members shall be defined as a spouse, registered domestic partner or dependent child.

² Recognized auxiliaries of California State University, Fullerton, are Associated Students, CSUF, Inc., CSUF Auxiliary Services Corporation, CSUF Housing Authority, and Cal State Fullerton Philanthropic Foundation.



Philanthropic Foundation

- b. For purposes of this Section 5, an interest or relationship is Material if it involves a potential financial benefit or detriment to the Governor or senior financial officer, or immediate family members of the Governor or senior financial officer, of \$2,000 or more.
 - c. A relationship consisting solely of employment with a party to a transaction, where the Governor or officer, or his or her immediate family member, holds less than five percent (5%) of the ownership interests in his or her employer, is not a Material interest or relationship.
 - d. Academic or admissions decisions affecting the Governor or officer, or immediate family members of the Governor or officer, made in the ordinary course of business and without undue influence, are not a Material interest or relationship.
 - e. In cases where a Governor or senior financial officer is aware of a Material interest in a proposed transaction with California State University, Fullerton or a recognized auxiliary, such Governor or senior financial officer shall disclose his or her relationship with CSFPF and the Material interest in the transaction, to all parties to the proposed transaction.
6. Section 5 of this Code of Ethics is designed to assist the Foundation and California State University, Fullerton, in avoiding even the appearance of impropriety through disclosure of defined Material relationships, and is not necessarily intended to prohibit the transactions or relationships described therein. Accordingly, Governors and senior financial officers must disclose or cause their related parties to disclose any matter that is described in Section 5 of this Code of Ethics.
 7. Members of the governing board shall recuse themselves from the vote on any matter that involves an actual or potential Conflict of Interest involving that Governor or that the Governor recognizes to involve the possible appearance of impropriety involving such Governor or a member of his immediate family.
 8. Any evidence or allegations of violations of this Code of Ethics by a Governor or senior financial officer shall be reported to the CSFPF Counsel, and one of either the Chair of the Board of Governors or the Audit Committee Chair. CSFPF Counsel shall discuss the matter with the Governor to obtain additional facts and perspective. If a



Philanthropic Foundation

Conflict of Interest relationship is deemed to exist, Section 4 of this Code of Ethics shall be followed.

9. Employees or other persons affiliated with CSFPF may report any evidence or allegations of violations of the Conflict of Interest policy, or irregularities in accounting or financial matters, to the Audit Committee Chair, CSFPF Counsel, or the University's Director of Risk Management. The Audit Committee, in consultation with CSFPF Counsel and the University's Director of Risk Management, shall then take proper action to investigate the matter and recommend a response to the allegations. Employees or other affiliates who report suspected Conflicts of Interest or financial or accounting irregularities shall be protected from any retaliation as a result of the report.



CONFLICT OF INTEREST DISCLOSURE

The California Education Code addresses the monitoring of potential Conflicts of Interest between the Cal State Fullerton Philanthropic Foundation (CSFPF) and its Board of Governors.

In accordance with the conflict of interest provisions set forth in Education Code Sections 89906-89909 and the Code of Ethics adopted by CSFPF, the only relationships that are specifically deemed **not** permissible are as follows:

- (a) Any contract, other than an employment contract, directly between the Foundation and a Foundation Governor.
- (b) Any contracts between CSFPF and a partnership or unincorporated association in which a CSFPF Governor is a partner, or owner, or holder, directly or indirectly, of a proprietorship interest.
- (c) Any contract between CSFPF and a for-profit corporation in which a CSFPF Governor is the owner or holder, directly or indirectly, of a 5 percent or more of the outstanding common stock.
- (d) Self-dealing, including utilizing any information, not a matter of public record, which is received by reason of membership on the Board of Governors for personal pecuniary gain regardless of whether a member of the governing board at the time such gain is realized.
- (e) Interest in real property potentially within the master plan of the campus or under contract with the campus or its affiliates.
- (f) Interest in any business or investment from a source which has, or foreseeably may be, contracted, or subcontracted, with the campus or its affiliates.

CSFPF requires members of the Board of Governors and senior financial officers to sign this disclosure on an annual basis.

I acknowledge I have read the CSFPF Code of Ethics. I agree to comply with the provisions and to notify the appropriate office should a conflict of interest or the potential for a conflict of interest arise subsequent to the filing of this document. I am not now financially interested in any contract or other transaction entered into by the Board of Governors of the Cal State Fullerton Philanthropic Foundation or by California State University, Fullerton.

Signature

Date

Name (please print)



Philanthropic Foundation
2600 Nutwood Ave. Suite 830
Fullerton, CA 92831
657-278-2786

Source and Use of Public Relations Funds Policy Statement

PURPOSE

To provide policy guidance on the accumulation and use of funds by the Cal State Fullerton Philanthropic Foundation ("CSFPF") for public relations purposes.

POLICY

1. Solicitation and Accumulation of Public Relations Funds

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

2. Source of Public Relations Funds

Public relations funds, when expended, may be sourced from CSFPF held discretionary or restricted funds. These funds may be derived from various sources including corporate auxiliary revenues, donations, or proceeds from the sale of non-cash gifts made to CSFPF. 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 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 CSFPF funds for the purposes of public relations shall be approved by the Board of the CSFPF. The source of funds would be designated to this purpose. Pursuant to CSFPF'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 including appropriate authorized signatures.

POLICY FILING

The CSFPF shall file a copy of this policy with the Chancellor's Office as per the requirements of Title 5 California Code Regulations. § 42502(I).



SOURCE & USE OF PUBLIC RELATIONS FUNDS

CATEGORY:	Administration of Funds	POLICY #:	001
IMPLEMENTATION DATE:	July 1, 2019	UPDATE DATE:	N/A

1. PURPOSE

To provide policy guidance on the accumulation and use of funds by the Cal State Fullerton Philanthropic Foundation ("CSFPF") for public relations purposes.

2. SCOPE

Title 5 California Code of Regulations § 42502(I) provides that each auxiliary organization shall 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 controls."

3. POLICY

CSFPF does not solicit public relations funds and does not annually budget for funds to be available for public relations purposes. Public relations funds, when expended, may be sourced from CSFPF held discretionary or restricted funds. These funds may be derived from various sources including corporate auxiliary revenues, donations, or proceeds from the sale of non-cash gifts made to CSFPF. 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 other purposes that benefit California State

University or the campus. All expenditures from a restricted fund must be clearly consistent with the restricted purpose.

4. PROCEDURES

Any expenditure of the CSFPF funds for the purposes of public relations shall be approved by the Board of the CSFPF. The source of funds would be designated to this purpose. Pursuant to CSFPF'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 including appropriate authorized signatures.

5. POLICY FILING

The CSFPF shall file a copy of this policy with the Chancellor's Office as per the requirements of Title 5 California Code Regulations. § 42502(I).

18-034614



Secretary of State
Statement of Information
(California Nonprofit, Credit Union and
General Cooperative Corporations)

SI-100

100

FILED
Secretary of State
State of California

APR 17 2018

6/NF/CC

This Space For Office Use Only

2. 7-Digit Secretary of State File Number

C1875188

IMPORTANT — Read instructions before completing this form.

Filing Fee — \$20.00;

Copy Fees — First page \$1.00; each attachment page \$0.50;
Certification Fee — \$5.00 plus copy fees

1. Corporation Name (Enter the exact name of the corporation as it is recorded with the California Secretary of State)

Cal State Fullerton Philanthropic Foundation (#C1875188)
2600 Nutwood Ave, Suite 850
Fullerton, CA 92831

3. Business Addresses

a. Street Address of California Principal Office, if any - Do not enter a P.O. Box

2600 Nutwood Ave, Suite 850

City (no abbreviations)

Fullerton

State

CA

Zip Code

92831

b. Mailing Address of Corporation, if different than Item 3a

2600 Nutwood Ave, Suite 850

City (no abbreviations)

Fullerton

State

CA

Zip Code

92831

4. Officers

The Corporation is required to enter the names and addresses of all three of the officers set forth below. An additional title for Chief Executive Officer or Chief Financial Officer may be added; however, the preprinted titles on this form must not be altered.

a. Chief Executive Officer/

First Name

Middle Name

Last Name

Suffix

Greg

Saks

Address

2600 Nutwood Ave, Suite 850

City (no abbreviations)

Fullerton

State

CA

Zip Code

92831

b. Secretary

First Name

Middle Name

Last Name

Suffix

Stefanie

Light

Address

2600 Nutwood Ave, Suite 850

City (no abbreviations)

Fullerton

State

CA

Zip Code

92831

c. Chief Financial Officer/

First Name

Middle Name

Last Name

Suffix

Daniele

LeCesne

Address

2600 Nutwood Ave, Suite 850

City (no abbreviations)

Fullerton

State

CA

Zip Code

92831

5. Service of Process (Must provide either individual OR Corporation.)

INDIVIDUAL — Complete items 5a and 5b only. Must include agent's full name and California street address.

a. California Agent's First Name (if agent is not a corporation)

Greg

Middle Name

Last Name

Saks

Suffix

b. Street Address (if agent is not a corporation) - Do not enter a P.O. Box

2600 Nutwood Ave, Suite 850

City (no abbreviations)

Fullerton

State

CA

Zip Code

92831

CORPORATION — Complete item 5c only. Only include the name of the registered agent Corporation.

c. California Registered Corporate Agent's Name (if agent is a corporation) — Do not complete item 5a or 5b

6. Common Interest Developments

Check here if the corporation is an association formed to manage a common interest development under the Davis-Sterling Common Interest Development Act (California Civil Code section 4000, et seq.) or under the Commercial and Industrial Common Interest Development Act (California Civil Code section 6500, et seq.). The corporation must file a Statement by Common Interest Development Association (Form SI-CID) as required by California Civil Code sections 5405(a) and 6760(a). See instructions.

7. The information contained herein, including in any attachments, is true and correct.

4/5/2018

Date

Greg Saks

Type or Print Name of Person Completing the Form

Executive Direc

Title

Signature

A0775593

1875188

FILED
Secretary of State
State of California
SEP 29 2015
ICC
IMC

**Certificate of Amendment
of
Articles of Incorporation
Cal State Fullerton Philanthropic Foundation**

Jeffrey Van Harte and Frances Teves certify that:

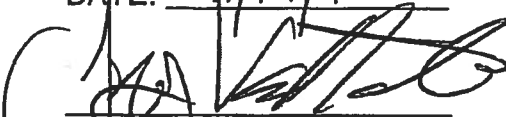
- 1. They are the **president** and the **secretary**, respectively, of the Cal State Fullerton Philanthropic Foundation, a California nonprofit corporation.
- 2. Article IX of the Articles of Incorporation of this corporation is amended to read as follows:

The property of this corporation is irrevocably dedicated to charitable purposes and no part of the net income or assets of this corporation shall inure to the benefit of any director or officer thereof or to the benefit of any private person. Upon dissolution or winding up of this corporation, its assets remaining after payment, or provisions for payment, of all debts and liabilities of this corporation shall be distributed to one or more nonprofit corporations organized and operated for the benefit of California State University, Fullerton, to be selected by the board of governors and approved by the President of the University and the California State University Chancellor. Such nonprofit corporation or corporations must be qualified for Federal income tax exemption under Section 501 (c) (3) of the Internal Revenue Code of 1986, and be organized and operated exclusively for charitable purposes. In no event shall any assets be distributed to any director or officer of this corporation of to any private person.

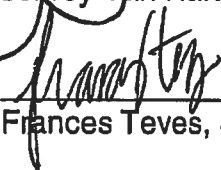
- 3. The foregoing amendment of Articles of Incorporation has been duly approved by the board of directors.
- 4. The corporation has no members.

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: 9/19/15



 Jeffrey Van Harte, President



 Frances Teves, Secretary



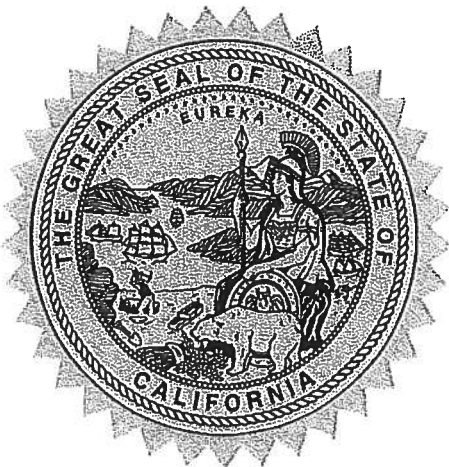
SECRETARY OF STATE

I, *Kevin Shelley*, Secretary of State of the State of California, hereby certify:

That the attached transcript of 1 page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of

OCT - 5 2004



Kevin Shelley
Secretary of State

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

OCT - 1 2004

CERTIFICATE OF AMENDMENT
OF
ARTICLES OF INCORPORATION OF
UNIVERSITY ADVANCEMENT FOUNDATION

KEVIN SHELLEY
Secretary of State

Kerri Ruppert and Len Dreyer certify that:

1. They are the President and Secretary, respectively, of UNIVERSITY ADVANCEMENT FOUNDATION, a California nonprofit corporation.
2. The following amendment to the articles of incorporation has been approved by the board of directors of the corporation and the President of California State University, Fullerton.
3. Article I of the Articles of Incorporation of the corporation is amended to read as follows:

"The name of this corporation is the

CAL STATE FULLERTON PHILANTHROPIC
FOUNDATION."

4. The corporation has no members.

Kerri Ruppert

Kerri Ruppert, President

Len Dreyer

Len Dreyer, Secretary

Each of the undersigned declares 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 his own knowledge, and that this declaration was executed on August 16, 2004, at Fullerton, California.

Kerri Ruppert

Kerri Ruppert

Len Dreyer

Len Dreyer



State of California

SECRETARY OF STATE



I, *BILL JONES*, Secretary of State of the State of California, hereby certify:

That the attached transcript has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this

OCT - 7 1998



A handwritten signature in black ink that reads "Bill Jones".

Secretary of State

10516907
ENDORSED-FILED
In the office of the Secretary of State
of the State of California

SEP 29 1998

BILL JONES, Secretary of State

CERTIFICATE OF AMENDMENT OF
ARTICLES OF INCORPORATION OF THE
UNIVERSITY ADVANCEMENT FOUNDATION

Warren Pompei and John W. Francis certify that:

1. They are the President and Secretary respectively of the UNIVERSITY ADVANCEMENT FOUNDATION, a California nonprofit, public benefit corporation.
2. The following amendments to the Articles of Incorporation have been approved by the Board of Directors.

Article VIII of the Articles of Incorporation is amended to read as follows:

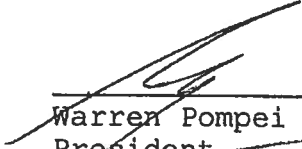
This Corporation shall be an auxiliary organization of the California State University, and shall conduct its operations in conformity with the California statutes governing such organizations (Chapter 7, commencing with Section 89900, of Part 55, Division 8, Title 3 of the Education Code) and the Regulations established by the Board of Trustees of the California State University (Subchapter 6, commencing with Section 42400 of Chapter 1, Division 5 of Title 5 of the California Code of Regulations) as required by Education Code Section 89900(c).

Article IX of the Articles of Incorporation is amended to read as follows:

The property of this corporation is irrevocably dedicated to charitable purposes and no part of the net income or assets of this corporation shall inure to the benefit of any director or officer thereof or to the benefit of any private person. Upon dissolution or winding up of this corporation, its assets remaining after payment, or provision for payment, of all debts and liabilities of this corporation shall be distributed to one or more nonprofit corporations organized and operated for the benefit of California State University, Fullerton, to be selected by the Board of Directors and approved by the President of the University and the Board of Trustees of the

California State University. Such nonprofit corporation or corporations must be qualified for Federal income tax exemption under Section 501(c)(3) of the Internal Revenue Code of 1986, and be organized and operated exclusively for charitable purposes. In no event shall any assets be distributed to any director or officer of this corporation or to any private person.

- 3. The corporation has no members.



Warren Pompei
President

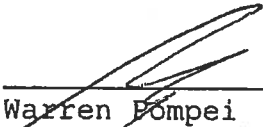


John W. Francis
Secretary

VERIFICATION

Each of the undersigned declares under penalty of perjury that the statements contained in the foregoing certificate are true and correct of his own knowledge.

Executed at Fullerton, California
on September 23, 1998

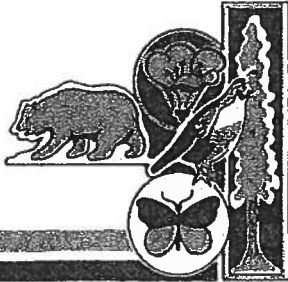


Warren Pompei



John W. Francis

A449309



State
of
California
SECRETARY OF STATE'S OFFICE

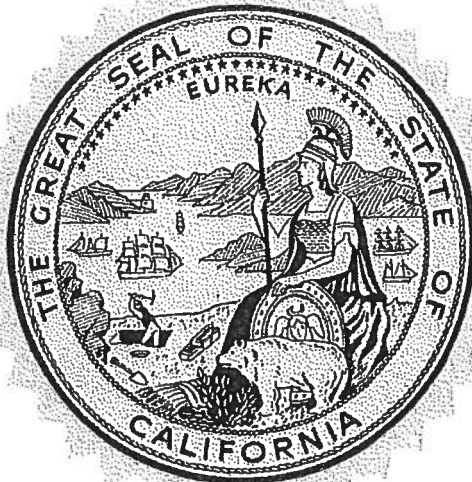
CORPORATION DIVISION

I, *TONY MILLER*, Acting Secretary of State of the State of California, hereby certify:

That the annexed transcript has been compared with the corporate record on file in this office, of which it purports to be a copy, and that same is full, true and correct.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this

JUL 21 1994



Tony Miller

Acting Secretary of State



ENDORSED
FILED
In the office of the Secretary of State
of the State of California

JUL 15 1994

TONY MILLER, Acting Secretary of State

CERTIFICATE OF AMENDMENT OF
THE ARTICLES OF INCORPORATION OF THE
UNIVERSITY ADVANCEMENT FOUNDATION

WARREN POMPEI AND JOHN W. FRANCIS certify that:

1. They are the President and Secretary respectively of the UNIVERSITY ADVANCEMENT FOUNDATION, a California nonprofit, public benefit corporation.
2. The following amendment to the Articles of Incorporation has been approved by the Board of Directors.

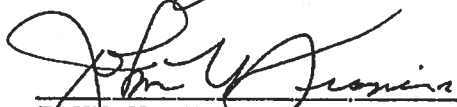
Article III of the Articles of Incorporation is amended to read as follows:

This Corporation is organized exclusively for educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986. The charitable purposes for which this corporation is organized are to further the educational purposes and objectives of California State University, Fullerton.

3. The corporation has no members.



WARREN POMPEI
President



JOHN W. FRANCIS
Secretary

VERIFICATION

Each of the undersigned declares under penalty of perjury that the statements contained in the foregoing certificate are true and correct of his own knowledge.

Executed at Fullerton, California
on July 12, 1994.

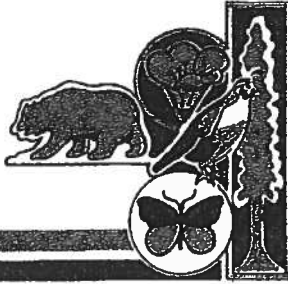


WARREN POMPEI



JOHN W. FRANCIS

1875188



State of California

OFFICE OF THE SECRETARY OF STATE

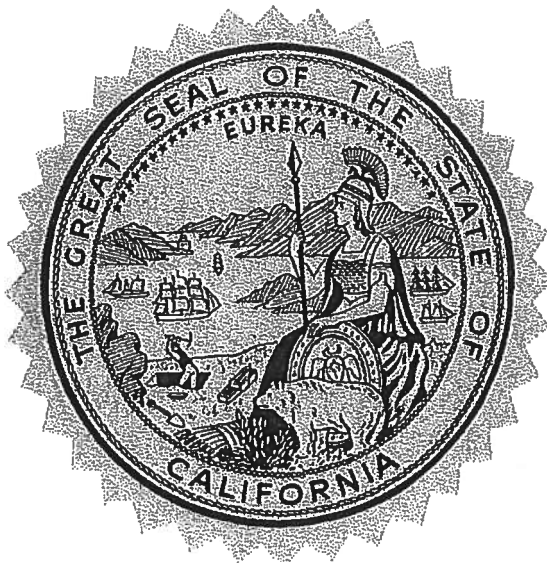
CORPORATION DIVISION

I, *MARCH FONG EU*, Secretary of State of the State of California, hereby certify:

That the annexed transcript has been compared with the corporate record on file in this office, of which it purports to be a copy, and that same is full, true and correct.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this

NOV - 5 1993



March Fong Eu

Secretary of State



1875188

ENDORSED
FILED

In the office of the Secretary of State
of the State of California

OCT 25 1993

ARTICLES OF INCORPORATION

OF

UNIVERSITY ADVANCEMENT FOUNDATION

MARCH FONG EU, Secretary of State

ARTICLE I

Name

The name of this corporation is

UNIVERSITY ADVANCEMENT 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 charitable purposes.

ARTICLE III

Purposes

The charitable purposes for which this corporation is organized are to further the educational purposes and objectives of California State University, Fullerton.

ARTICLE IV

Exempt Status and Limitations on Activities

No substantial part of the activities of this corporation shall consist of the carrying on of propaganda, or otherwise attempting to influence legislation, nor shall this corporation participate or intervene in any political campaign (including publishing or distribution of statements) on behalf of or in opposition to any candidate for public office. Notwithstanding any other provision of these articles, this 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 (b) by a corporation contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code of 1986.

ARTICLE V
Initial Agent for Service of Process

The name of the initial agent of this corporation for service of process is

John W. Francis
761 West Kimberly Avenue
Placentia, California 92670

ARTICLE VI
Directors

The names and addresses of the persons appointed to act as the initial Directors of this Corporation are:

<u>Name</u>	<u>Address</u>
Steve Charton	28 Linda Isle Newport Beach, CA 92660
John W. Francis	761 West Kimberly Avenue Placentia, CA 92670
Milton A. Gordon	225 W. Union Avenue Fullerton, CA 92632
Betty L. Hutton-Williams	2524 Santiago Blvd. Orange, CA 92667
Jack L. Kidwiler	5971 Countryview Drive Yorba Linda, CA 92686
Warren R. Pompei	417 - C Via Lido Soud Newport Beach, CA 92633

ARTICLE VII
Members

This corporation shall have no members other than the persons constituting its Board of Directors. The persons constituting its Board of Directors shall, for the purpose of any statutory provision or rule of law relating to nonprofit corporations otherwise, be taken to be the members of such corporation and exercise all the rights and powers of members thereof.

ARTICLE VIII
Voting

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

ARTICLE IX
Irrevocable Dedication and Dissolution


The property of this corporation is irrevocably dedicated to charitable purposes and no part of the net income or assets of this corporation shall inure to the benefit of any director or officer thereof or to the benefit of any private person. Upon dissolution or winding up of this corporation, its assets remaining after payment, or provision for payment, of all debts and liabilities of this corporation shall be distributed to one or more nonprofit corporations organized and operated for the benefit of California State University, Fullerton, to be selected by the Board of Directors and approved by the President of California State University, Fullerton. Such nonprofit corporation or corporations must be qualified for Federal income tax exemption under Section 501(c)(3) of the Internal Revenue Code of 1986, and be organized and operated exclusively for charitable purposes. In no event shall any assets be distributed to any director or officer of this corporation or to any private person.

ARTICLE X
Amendment

The Articles of Incorporation of this corporation shall be amended only by the vote of a majority of the total voting membership of the Board of Directors, subject to the approval of the President of California State University, Fullerton.

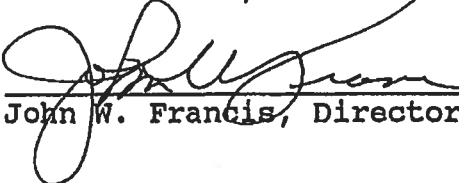
IN WITNESS WHEREOF, for the purpose of forming this nonprofit corporation under the laws of the State of California, we the undersigned, constituting the initial Directors of this Corporation, have executed these Articles of Incorporation on the dates indicated.

Date: June 23, 1993



Steve Charton, Director

Date: June 25, 1993



John W. Francis, Director

Date: June 25, 1993

Milton A. Gordon
Milton A. Gordon, Director

Date: June 23, 1993

Betty L. Hutton-Williams
Betty L. Hutton-Williams, Director

Date: June 25, 1993

Jack L. Kidwiler
Jack L. Kidwiler, Director

Date: June 25, 1993

Warren R. Pompei
Warren R. Pompei, Director

DECLARATION

We, the above named initial Directors of this Corporation, hereby declare that we are the persons who executed the foregoing Articles of Incorporation, which execution is our act and deed.

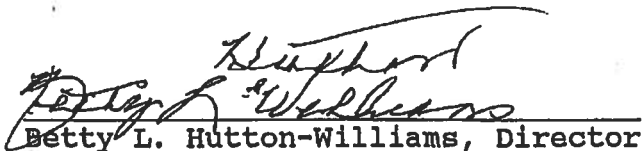
Executed on June 25, 1993 at Fullerton, California, unless otherwise indicated.

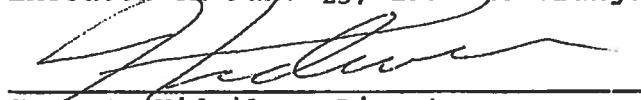
We declare that the foregoing is true and correct.

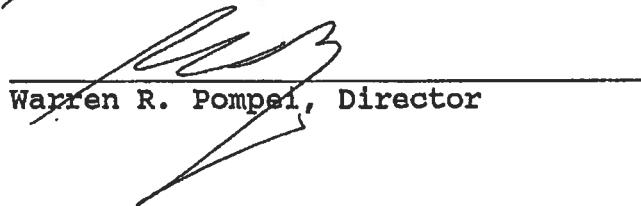
Steve Charton
Steve Charton, Director
Executed on June 23, 1993 at Anaheim, California

John W. Francis
John W. Francis, Director

Milton A. Gordon
Milton A. Gordon, Director


Betty L. Hutton-Williams, Director
Executed on June 23, 1993 at Orange, California


Jack L. Kidwiler, Director


Warren R. Pompei, Director

A398784



State of California

OFFICE OF THE SECRETARY OF STATE

CORPORATION DIVISION

I, *MARCH FONG EU*, Secretary of State of the State of California, hereby certify:

That the annexed transcript has been compared with the corporate record on file in this office, of which it purports to be a copy, and that same is full, true and correct.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this

FEB -5 1991



March Fong Eu

Secretary of State

A398784

CERTIFICATE OF AMENDMENT
OF
ARTICLES OF INCORPORATION
OF THE
CONFERENCE OF CALIFORNIA STATE UNIVERSITY,
FULLERTON ALUMNI

ENDORSED
FILED
In the office of the Secretary of State
of the State of California

JAN 28 1991

MARCH FONG EU, Secretary of State

MICHAEL T. WEISS and LINDA L. YUSKAITIS certify that:

- 1. They are the President and Secretary respectively of the CONFERENCE OF CALIFORNIA STATE UNIVERSITY, FULLERTON ALUMNI, a California nonprofit, public benefit corporation.
- 2. The following amendments to the Articles of Incorporation have been approved by the Board of Directors:
 - a. Article I of the Articles of Incorporation is amended to read as follows:

The name of this Corporation is: CALIFORNIA STATE UNIVERSITY, FULLERTON ALUMNI ASSOCIATION.

- b. Article II of the Articles of Incorporation is amended to read as follows:

The CALIFORNIA STATE UNIVERSITY, FULLERTON ALUMNI ASSOCIATION hereinafter called the "Corporation," shall be operated as an integral part of the educational programs of the California State University, Fullerton, hereinafter called the "University," and its operations shall be integrated with University operations and administered or supervised by the President of the University. This Corporation shall not carry on any activities not approved by the President of the University.

- 3. The Directors are the only members of the Corporation.

Michael T. Weiss
MICHAEL T. WEISS, President

Linda L. Yuskaitis
LINDA L. YUSKAITIS, Secretary

VERIFICATION

Each of the undersigned declares under penalty of perjury that the statements contained in the foregoing Certificate are true and correct of his or her own knowledge.

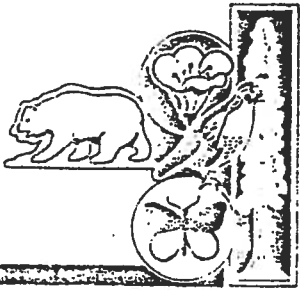
Executed at Fullerton, California
on January 25, 1991



MICHAEL T. WEISS



LINDA L. YUSKAITIS



State of California

OFFICE OF THE SECRETARY OF STATE

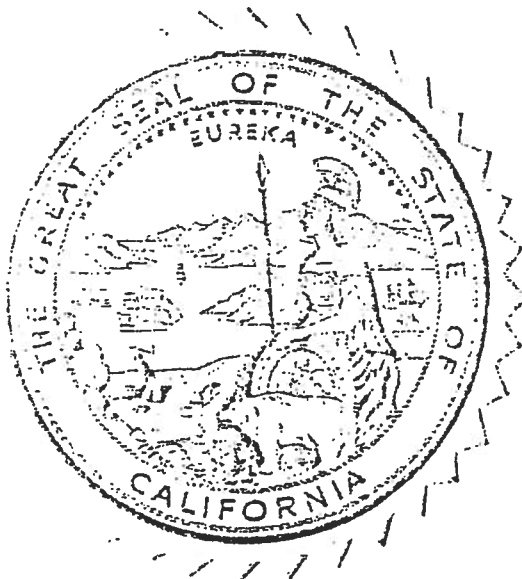


I, *MARCH FONG EU*, Secretary of State of the State of California, hereby certify:

That the annexed transcript has been compared with the record on file in this office, of which it purports to be a copy, and that same is full, true and correct.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this

APR 19 1983



March Fong Eu

Secretary of State

1173837

Page 21 of 20
FILED
In the office of the Secretary of State
of the state of California

APR 19 1983

MARCH FONG-ELI, Secretary of State
Margaret L. Montgomery
Deputy

ARTICLES OF INCORPORATION

OF

CONFERENCE OF CALIFORNIA STATE UNIVERSITY, FULLERTON ALUMNI

I

The name of this Corporation is:

CONFERENCE OF CALIFORNIA STATE UNIVERSITY, FULLERTON ALUMNI

II

The CONFERENCE OF CALIFORNIA STATE UNIVERSITY, FULLERTON ALUMNI, hereinafter called the "Corporation," shall be operated as an integral part of the educational programs of the California State University, Fullerton, hereinafter called the "University," and its operations shall be integrated with University operations and administered or supervised by the President of the University. This Corporation shall not carry on any activities not approved by the President of the University.

III

This Corporation is organized and operated exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code. Notwithstanding any other provision of these Articles, this Corporation shall not carry on any other activities not permitted to be carried on (1) by a corporation exempt from Federal income tax under Section 501(c)(3) of the Internal Revenue Code, or (2) by a corporation, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code. No substantial part of the activities of

this Corporation shall consist of the carrying on of propaganda or otherwise attempting to influence legislation, and this Corporation shall not participate in, or intervene in (including this publishing or distribution of statements), any political campaign on behalf of any candidate for public office.

IV

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.

V

The property of this Corporation is irrevocably dedicated to charitable purposes and no part of the net income or assets of this Corporation shall ever inure to the benefit of any director, officer, or member thereof or to the benefit of any private individual. Upon the dissolution of this Corporation, net assets, other than trust funds, shall be distributed to the California State University, Fullerton to be used exclusively for charitable purposes. If, upon dissolution, this Corporation holds any assets in trust, such assets shall be disposed of in such manner as may be directed by decree of the Superior Court of the county in which this Corporation's principal office is located upon petition therefor by the Attorney General of the State of California or by any person concerned in the liquidation in a proceeding to which the Attorney General is a party.

VI

The name and address in the State of California of this Corporation's initial agent for service of process is: John W. Francis, 1703 Via Palomares, San Dimas, CA 91773.

VII

This Corporation shall have no members other than the persons constituting its Board of Directors. The persons constituting its Board of Directors shall, for the purpose of any statutory provision or rule of law relating to nonprofit corporations or otherwise be taken to be the members of such Corporation and exercise all the rights and powers of members thereof. If a Director who is qualified for Board membership because he or she is a member of the University staff or faculty terminates his or her employment with the University, he or she shall cease to be a Director of this Corporation. The President of the University or his or her designated representative shall be a member of the Board of Directors of this Corporation in order to insure that this Corporation operates in conformity with University policy. This Article is not subject to amendment, change or alteration in any of its clauses or provisions by the Bylaws of the Corporation.

VIII

The number of Directors shall be as set forth in the Bylaws. The Directors shall not be personally liable for the debts, liabilities, or obligations of this Corporation.

IX

The Articles of Incorporation of this Corporation shall not be amended except with the vote or written consent of two-thirds (2/3) of the total voting membership of the Board of Directors.

IN WITNESS WHEREOF, for the purpose of forming this nonprofit corporation under the laws of the State of California, I, the undersigned, constituting the incorporator of this corporation, have executed these Articles of Incorporation this seventh day of April, 1983.


Sue Ellen Scott

DECLARATION

I am the person whose name is subscribed below. I am the incorporator of the Conference of California State University, Fullerton Alumni, and I have executed these Articles of Incorporation. The foregoing Articles of Incorporation are my act and deed.

Executed on April 7, 1983, at Fullerton, California.

I declare that the foregoing is true and correct.


Sue Ellen Scott

Attachment 4
Administration of Grants and Contracts
Addendum to Auxiliary Operating Agreement
Between Trustees of the California State University, Fullerton
And
Cal State Fullerton Philanthropic Foundation

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

With this addendum, Campus designates Auxiliary as:

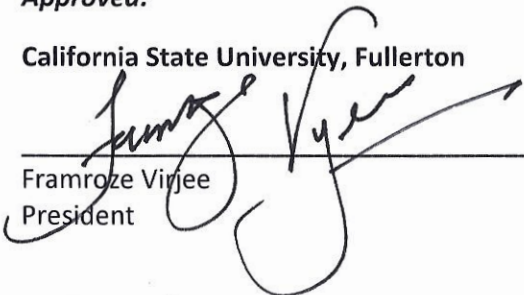
- The primary Sponsored Program Administrator (SPA) for the Campus;
- A SPA for specific types of grants and contracts for Auxiliary primary business purpose.¹

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

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

Approved:

California State University, Fullerton




Framroze Virjee
President

3/21/22

Date

Cal State Fullerton Philanthropic Foundation



Greg Saks
Executive Director

3/7/22

Date

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

² ICSUAM Policy 11002.01 incorporates the relevant policy sections from EO890, including proposal review and approval requirements. EO890 is superseded by ICSUAM Section 11000 et al.