CAL STATE EAST BAY | EDUCATIONAL FOUNDATION BOARD

OPERATING AGREEMENT
BETWEEN CALIFORNIA STATE UNIVERSITY
AND *CAL STATE EAST BAY EDUCATIONAL 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 East Bay Educational Foundation* (Auxiliary) serving *California State University, East Bay* (University). The term of this agreement shall be 11/19/2017 through 11/18/27.

1. PURPOSE

The purpose of this agreement is to set forth the terms and conditions under which Auxiliary may operate as an auxiliary organization pursuant to California Education Code § 89900 et seq. and California Code of Regulations (CCR) Title 5, § 42400 et seq. In entering this agreement, CSU finds that certain functions important to its mission are more effectively accomplished by the use of an auxiliary organization rather than by the University under the usual state procedures.

2. PRIMARY FUNCTIONS

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

a. Alumni Programs

b. Gifts, bequests, devises, endowments, trusts and similar funds

c. Public relations, fundraising, fund management, and similar development programs

d. 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 University. Auxiliary further agrees that it shall not perform any of the functions listed in 5 CCR § 42500 unless the function has been specifically assigned in this operating agreement with the University. Prior to initiating any additional functions, Auxiliary understands and agrees that CSU and Auxiliary must amend this agreement in accordance with Section 21, Amendment.

3. CAMPUS OVERSIGHT AND OPERATIONAL REVIEW

Auxiliary must operate in conformity with CSU and University policies and under the oversight of the University. As stated in Cal. Educ. Code §§ 89756, 89900, the University President is primarily responsible for administrative compliance and fiscal oversight of Auxiliary. The University President has been delegated authority by the

CSU Board of Trustees (Standing Orders § VI) to carry out all necessary functions for the operation of the University. The operations and activities of Auxiliary under this agreement shall be integrated with University operations and policies and shall be overseen by the university Chief Financial Officer (CFO) or designee so as to assure compliance with objectives stated in 5 CCR § 42401.

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

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

4. OPERATIONAL COMPLIANCE

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

5. CONFLICT OF INTEREST

No officer or employee of the CSU shall be appointed or employed by Auxiliary if such appointment or employment would be incompatible, inconsistent or in conflict with their duties as a CSU officer or employee.

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

6. EXPENDITURES AUGMENTING CSU APPROPRIATIONS

With respect to expenditures for public relations or other purposes which would serve to augment appropriations for CSU operations, Auxiliary may expend funds in such amount and for such purposes as are approved by Auxiliary's governing body. Auxiliary shall file a statement of Auxiliary's policy on accumulation and use of public relations funds and attach to this agreement as **Exhibit 2**. The statement shall include the policy and procedures for solicitation of funds, the purposes for which the funds may be used, the allowable expenditures and procedures of control.

7. FISCAL AUDITS

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

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

8. USE OF NAME

University agrees that Auxiliary may, in connection with its designated functions as a CSU auxiliary organization in good standing and this agreement, use the name of the University, the University logo, seal or other symbols and marks of the University, provided that Auxiliary clearly communicates that it is conducting business in its own name for the benefit of University. All correspondence, advertisements, and other communications by Auxiliary must clearly indicate that the communication is by and from Auxiliary and not by or from CSU or University.

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

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

Auxiliary shall not delegate the authority to use the University name, logo, seal or other symbol or mark to any person or entity without the prior written approval of the University President or designee. Auxiliary shall cease using the University name, logo, seal or other symbol or mark upon expiration or termination of this agreement, or if Auxiliary ceases to be a CSU auxiliary organization in good standing, dissolves or disappears in a merger.

9. MODIFICATION OF CORPORATE STATUS

Auxiliary shall provide notice to the CSU upon any change in Auxiliary's legal, operational or tax status including but not limited to changes in its Articles of Incorporation, bylaws, tax status, bankruptcy, dissolution, merger, or change in name.

10. FAIR EMPLOYMENT STATUS

In the performance of this agreement, and in accordance with California Government Code § 12900 et. seq., Auxiliary shall not deny employment opportunities to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status. Auxiliary shall adopt employment procedures consistent with the policy statement on nondiscrimination and affirmative action in employment adopted by the CSU.

11. BACKGROUND CHECK COMPLIANCE

In compliance with governing laws and CSU policy, Auxiliary shall confirm that background checks are completed for all new hires and for those independent contractors, consultants, outside entities, volunteers and existing employees in positions requiring background checks as set forth in CSU policy Background Checks. Auxiliary will provide confirmation of completed and cleared background checks to the University President/Chancellor upon request, or as established by university policy.

12. DISPOSITION OF ASSETS

Attached hereto as **Exhibit 3** is a copy of Auxiliary's Constitution or Articles of Incorporation (as applicable) which, in accordance with 5 CCR § 42600, establishes that upon dissolution of Auxiliary, the net assets other than trust funds shall be distributed to the CSU or to another affiliated entity subject to financial accounting and reporting standards issued by the Government Accounting Standards Board. Auxiliary agrees to maintain this provision as part of its Constitution or Articles of Incorporation. In the event Auxiliary should change this provision to make other dispositions possible, this agreement shall terminate as of the date immediately preceding the date such change becomes effective.

13. USE OF CAMPUS FACILITIES

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

Auxiliary and University may agree that Auxiliary may use specified University facilities and resources for research projects and for institutes, workshops, and conferences only when such use does not interfere with the instructional program of University and upon the written approval from appropriate University administrators with such specific delegated authority. Auxiliary shall reimburse University for costs of any such use.

14. CONTRACTS FOR CAMPUS SERVICES

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

15. DISPOSITION OF NET EARNINGS

Auxiliary agrees to comply with CSU and University policy on expenditure of funds including, but not limited to, CSU guidelines for the disposition of revenues in excess of expenses and CSU policies on maintaining appropriate reserves, pursuant to Cal. Educ. Code § 89904; CSU policy University Auxiliary Organizations, and CSU policy Designated Balances and Reserves.

16. FINANCIAL CONTROLS

Recovery of allowable and allocable indirect costs and maintenance and payment of operating expenses must comply with CSU policy Placement and Control of Receipts for University Activities and Programs, 5 CCR § 42502(g) and (h).

17. ACCEPTANCE, ADMINISTRATION, AND USE OF GIFTS

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

A. Authority to Accept Gifts

If authorized, Auxiliary may evaluate and accept gifts, bequests and personal property on behalf of CSU. In acting pursuant to this delegation, due diligence shall be performed to ensure that all gifts accepted will aid in carrying out the CSU mission as specified in Cal. Educ. Code §§ 89720 and 66010.4(b).

Auxiliary agrees, before accepting gifts of real estate or gifts with any restrictive terms or conditions that impose an obligation on CSU or the State of California to expend resources in addition to the gift, to obtain written approval from the appropriate university authority. Auxiliary agrees that it will not accept a gift that has any restriction that is unlawful.

B. **Reporting Standards**

Gifts shall be recorded in compliance with the Council for Advancement and Support of Education and California State University reporting standards and shall be reported to the Chancellor's Office on an annual basis in accordance with Cal. Educ. Code § 89720.

18. INDEMNIFICATION

Auxiliary agrees to indemnify, defend and save harmless the CSU, its officers, agents, employees and constituent universities and the State of California, collectively "CSU indemnified parties" from any and all loss, damage, or liability that may be suffered or incurred by CSU indemnified parties, caused by, arising out of, or in any way connected with the operation of Auxiliary as an auxiliary organization.

19. INSURANCE

Auxiliary shall maintain insurance protecting the CSU and University as provided in this section. CSU's Systemwide Office of Risk Management shall establish minimum insurance requirements for auxiliaries, based on the insurance requirements in California State University Insurance Requirements or its successor then in effect. Auxiliary agrees to maintain at least these minimum insurance requirements.

Auxiliary's participation in a coverage program of the California State University Risk Management Authority (CSURMA) shall fully comply with the insurance requirement for each type of required coverage (which may include but not be limited to, general liability, auto liability, directors and officers liability, fiduciary liability, professional liability, employer's liability, pollution liability, workers' compensation, fidelity, property and any other coverage necessary based on Auxiliary's operations. Auxiliary shall ensure that CSU and University are named as additional insured or loss payee as its interests may appear.

20. NOTICES

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:

President
Cal State East Bay Educational Foundation
25800 Carlos Bee Boulevard
Hayward, CA 94542

Notice to the University shall be addressed as follows:

Office of the President
California State University, East Bay
25800 Carlos Bee Boulevard
Hayward, CA 94542

Notice to the CSU shall be addressed as follows:

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

21. AMENDMENT

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

22. RECORDS

Auxiliary shall maintain adequate records and shall submit periodic reports as required by CSU showing the operation and financial status of Auxiliary. The records and reports shall cover all activities of Auxiliary whether pursuant to this agreement or otherwise.

23. TERMINATION

CSU may terminate this agreement upon Auxiliary's breach of or failure to comply with any term of this agreement by providing Auxiliary with a minimum of ninety (90) days advance written notice. Auxiliary may use the ninety-day advance notice period to cure the breach. If, in the judgment of CSU, the breach has been cured, the termination notice will be canceled. The ninety-day notice provision is not required for a breach noted in Section 12 of this Agreement.

24. REMEDIES UPON TERMINATION

Termination by CSU of this agreement pursuant to Section 23, Termination, may result in Auxiliary's removal, suspension or probation as a CSU auxiliary in good standing, and loss of any right for Auxiliary to use the name, resources or facilities of CSU or any of its universityes.

Upon expiration of the term of this agreement, the parties shall have 30 days to enter into a new operating agreement which period may be extended by written mutual agreement.

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: 06/24/2025

California State University, East Bay

By Cathy Sandeen (Jun 24, 2025 13:48 PDT)
Cathy Sandeen, President

Executed on 06/24/2025

Cal State East Bay Educational Foundation

By Evelyn Buchanan (Jun 24, 2025 13:45 PDT)
Evelyn Buchanan, President

Executed on _____

California State University
Office of the Chancellor

By _____
Steve Relyea, Executive Vice Chancellor and
Chief Financial Officer

Exhibit 1 - *Auxiliary Conflict of Interest policy*

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

Exhibit 3 - *Auxiliary Constitution or Articles of Incorporation*

CAL STATE EAST BAY | EDUCATIONAL FOUNDATION BOARD

CALIFORNIA EDUCATION CODE
TITLE 1. GENERAL EDUCATION CODE PROVISIONS
DIVISION 8. CALIFORNIA STATE UNIVERSITY
CHAPTER 7. AUXILIARY ORGANIZATIONS
Article 1. General Provisions 89900-89912

Conflict of Interest Sections

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

89907. No contract or other transaction entered into by the governing board of an auxiliary organization is void under the provisions of Section 89906, nor shall any member of such board be disqualified or deemed guilty of misconduct in office under said provisions, if the circumstances specified in the following subdivisions exist:

(a) The fact of such financial interest is disclosed or known to the governing board and noted in the minutes, and the governing board thereafter authorizes, approves, or ratifies the contract or transaction in good faith by a vote sufficient for the purpose without counting the vote or votes of such financially interested member or members, and
(b) The contract or transaction is just and reasonable as to the auxiliary organization at the time it is authorized or approved.

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

(a) The contract or transaction is between an auxiliary organization and a member of the governing board of that auxiliary organization.

(b) The contract or transaction is between an auxiliary organization and a partnership or unincorporated association of which any member of the governing board of that auxiliary organization is a partner or in which he is the owner or holder, directly or indirectly, of a proprietorship interest.

(c) The contract or transaction is between an auxiliary organization and a corporation in which any member of the governing board of that auxiliary organization is the owner or holder, directly or indirectly, of 5 percent or more of the outstanding common stock.

(d) A member of the governing board of an auxiliary organization is interested in a contract or transaction within the meaning of Section 89906, and without first disclosing such interest to the governing board at a public meeting of the board, influences or attempts to influence another member or members of the board to enter into the contract or transaction.

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

Resolved, that the Cal State East Bay Educational Foundation adopt as its Conflict of Interest Policy California Education Code Sections 89906 through 89909. (December 3, 2008)
Last Modified May 2025

CAL STATE EAST BAY | EDUCATIONAL FOUNDATION BOARD

CALIFORNIA STATE UNIVERSITY, EAST BAY EDUCATIONAL FOUNDATION
CERTIFICATION OF NON-CONFLICT OF INTEREST

I have read California Education Code Sections 89906, 89907, 89908, and 89909 as provided, and I am not involved financially, through employment or family connections with any business, firm, vendor, or service bureau doing business with this corporation.

Should I find in some future contractual matter before the Board of Directors that there may be the potential of a conflict of interest, I shall disclose that potential conflict and abstain from voting, as prescribed in Education Code, Section 89907.

_____

Name

_____

Signature

_____

Date

Resolved, that the Cal State East Bay Educational Foundation adopt as its Conflict of Interest Policy California Education Code Sections 89906 through 89909. (December 3, 2008)
Last Modified May 2025

I. BACKGROUND

Title 5 of the California Code of Regulations, §42502(i), requires each auxiliary organization to maintain a policy on the "accumulation and use of public relations funds if such funds are obtained and used by the auxiliary organization to augment State appropriations for public relations." The policy must include "…the policy and procedure on solicitation of funds, source of funds, amounts, and purpose for which the funds will be used, allowable expenditures, and procedures of control."
Executive Order No. 761 prescribes rules and restrictions that apply to hospitality expenses and reimbursements for fund sources, including those held and administered by an auxiliary organization.

II. POLICY

Solicitation and Accumulation of Public Relations Funds

The 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 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 Foundation. Expenditures from Discretionary or Restricted Funds must clearly advance the objectives of the campus and the California State University, and that are 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 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. Consistent with sound 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.
Foundation management is authorized to adopt written guidelines to implement this policy statement, consistent with Executive Order No. 761, dated October 31, 2000.

Policy Filing

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

A0740852

FILED
Secretary of State
State of California
APR 16 2013
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CAL STATE EAST BAY EDUCATIONAL FOUNDATION

RESTATED ARTICLES OF INCORPORATION

The undersigned certify that:

1. They are the President and Secretary, respectively, of Cal State East Bay Educational Foundation, a California corporation.

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

ARTICLE I.
Corporate Name/Registered Office

The name of this corporation shall be Cal State East Bay Educational 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 purposes.

ARTICLE III.
Purposes

The corporation is organized, and at all times hereafter shall be operated in connection with, exclusively for the benefit of, to perform the functions of, or to carry out the mission of California State University, East Bay. This corporation is organized exclusively for public purposes within the meaning of Section 501(c) (3) of the Internal Revenue Code of 1986 as amended. The specific and primary purposes for which this corporation is organized are:

(a) To advance the future development of California State University, East Bay by providing the community with a better understanding of the University's teaching, research and public service mission and accomplishments;

(b) To raise the community's awareness of the need for private support;

(c) To solicit gifts on behalf of the University; and

(d) To effectively carry out its fiduciary responsibilities.

The foregoing provisions shall be construed as both purposes and powers of this corporation, but no recitation, expression, or declaration of specific or special powers or purposes herein enumerated shall be deemed to be exclusive, but it is hereby expressly declared that all other lawful purposes and powers not inconsistent herewith are hereby included.

ARTICLE IV.
Conformity with Law

The corporation shall be an auxiliary organization of California State University, East Bay, 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 adopted by the Board of Trustees of 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 the Education Code, Section 89900 (c).

ARTICLE V.
Exempt Status and Limitations on Activities

This corporation is organized and shall be operated exclusively for public purposes, including but not limited to the purposes stated in Article III. No substantial part of the activities of this corporation shall consist of the carrying on of propaganda, or otherwise attempting to influence legislation; provided, however, that notwithstanding the foregoing, this corporation shall have the power to make the election provided

for in Section 501 (h) of the Internal Revenue Code of 1986 as amended with respect to influencing legislation and, only if it so elects, to make lobbying or grass roots expenditures that do not normally exceed the ceiling amounts prescribed by Section 501 (h) (2) (B) and (D) of the Internal Revenue Code of 1986 as amended. This corporation shall not participate or intervene in any political campaign (including publishing or distributing of statements) on behalf of or in opposition to any candidate for public office. Notwithstanding any provisions of these articles, this corporation shall not engage in any activities or exercise any powers that are not in furtherance of the purposes of this corporation, and 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 as amended or (b) by a corporation contribution to which are deductible under Section 170 (c) (2) of the Internal Revenue Code of 1986 as amended.

ARTICLE VI.
Directors

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

ARTICLE VII.
Members

This corporation shall have no members other than the persons constituting its Board of Directors. The Board of Directors shall, under any statute or rule of law, be the members of this corporation and shall have all the rights and powers members would otherwise have.

ARTICLE VIII.
Voting

Each voting 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, assets, profits and net income of this Corporation are irrevocably dedicated to the public purposes set forth in Article III, and no part of the profits or net income or assets of this Corporation shall ever injure to the benefit of any private shareholder or individual. Upon the dissolution of this Corporation, net assets remaining after payment of, or provision for payment of, all debts and liabilities of this corporation, other than trust funds, shall be distributed to one or more nonprofit corporations organized and operated for the benefit of California State University, East Bay; such corporation or corporations to be selected by the Board of Trustees of this corporation and approved by the President of the University and the Chancellor of the California State University. Such nonprofit corporation or corporations must be qualified for Federal income tax exemptions under Section 501 (a) and 501 (c) of the United States Internal Revenue Code of 1954 and be organized and operated exclusively for charitable, scientific, literary or educational purposes, or for a combination of said purposes. In the alternative, upon dissolution of the corporation, net assets remaining after payment of, or provision for payment of, all debts and liabilities of this corporation other than trust funds shall be distributed to California State University, East Bay or any successor approved by the campus president and the CSU Chancellor.

ARTICLE X.
Amendments

These Articles of Incorporation may be amended in the manner authorized by law and the bylaws of the corporation at the time of amendment.

3. The foregoing amended and restated Articles of Incorporation has been duly approved by the Board of Directors and the President of California State University, East Bay.

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: November 28, 2012

Anne Harris, President (Interim)

Marvin A. Remmich, Secretary

I hereby certify that the foregoing transcript of 5 page(s) is a full, true and correct copy of the original record in the custody of the California Secretary of State's office.

MAY 22 2013

Date: 5D

DEBRA BOWEN, Secretary of State

Operating Agreement June 2025 Packet

Final Audit Report 2025-06-24

Created:	2025-06-23 (Pacific Daylight Time)
By:	May Hernandez (may.hernandez@csueastbay.edu)
Status:	Signed
Transaction ID:	CBJCHBCAABAAIJPJA8hqCyRTCt2e-4a9ABnioHWlpbmm

"Operating Agreement June 2025 Packet" History

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