

**OPERATING AGREEMENT  
BETWEEN CALIFORNIA STATE UNIVERSITY  
AND HUMBOLDT STATE UNIVERSITY CENTER**

This agreement is made and entered into by and between the Trustees of the California State University by their duly qualified Chancellor (CSU) and Humboldt State University Center (Auxiliary) serving Humboldt State University (Campus). The term of this agreement shall be May 1, 2021 through June, 30, 2026.

**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 administer is

[ X ] Student Union

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

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

Auxiliary agrees to receive and apply exclusively the funds and properties coming into its possession toward furthering these purposes for the benefit of CSU and the 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 20, *Amendment*.

**3. CAMPUS OVERSIGHT AND OPERATIONAL REVIEW**

The responsibility and authority of the Campus president regarding auxiliary organizations is set forth in CCR tit.5, §42402, which requires that auxiliary organizations operate in conformity with CSU and Campus policies. The Campus President has been delegated authority by the CSU Board of Trustees (Standing Orders §VI) to carry out all necessary functions for the operation of the Campus. The operations and activities of Auxiliary under this agreement shall be integrated with Campus operations and policies and shall be overseen by the campus Chief Financial Officer (CFO) or designee so as to assure compliance with objectives stated in CCR tit.5, §42401.

The Campus shall review Auxiliary to ensure that the written operating agreement is current and that the activities of Auxiliary are in compliance with this agreement at least every five (5) years from the date the operating agreement is executed and at least every five years thereafter. Confirmation that this review has been conducted will consist of either an updated operating agreement, or a letter from the Campus CFO or designee to the Campus President with a copy to the Chancellor's Office, certifying that the review has been conducted. As part of these periodic reviews, the Campus President should examine the need for each auxiliary and look at the efficiency of the auxiliary operation and administration.

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

Auxiliary further agrees that it shall submit its annual operating budget to the Campus President or designated staff for review and approval by March 1<sup>st</sup> of each year.

#### **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 19, 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**

Auxiliary shall attach hereto as **Attachment 3** 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 a successor approved by the President of Humboldt State University, and by the Chancellor of the CSU. 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**

For the duration of this Agreement, Campus shall provide services to Auxiliary, including accounting, budget, management, accounts payable, cashiering, and information technology support. Subject to CSU policy Delegation of Fiscal Authority and Responsibility (EO 1000), Auxiliary will reimburse the University for services provided by the Campus. The reimbursement amount will be credited against the amount due from the Campus to the Auxiliary for the transfer of all Auxiliary capital assets pursuant to this agreement until the full amount due from Campus to Auxiliary has been offset.

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

Auxiliary agrees to comply with CSU and 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 and CSU policy Utilization of Campus Auxiliary Organizations (EO 1059).

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

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

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

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

#### **17. 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.

## **18. 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.

## **19. NOTICES**

All notices required to be given, or which may be given by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid and addressed to all parties as provided below.

Notice to Auxiliary shall be addressed as follows:

Humboldt State University Center  
1 Harpst Street  
Arcata, CA 95521

Notice to the 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:

Procurement Office  
1 Harpst Street  
Arcata, CA 95521  
Attn: Director, Contracts, Procurement & Accounts Payable

## **20. AMENDMENT**

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

## **21. RECORDS**

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

## **22. TERMINATION**

CSU may terminate this agreement upon Auxiliary's breach of, or failure to comply with, any term of this Agreement by providing Auxiliary with a minimum of forty-five (45) days advance written notice. Auxiliary may use the forty-five-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.

## **23. REMEDIES UPON TERMINATION**

Termination by CSU of this agreement pursuant to Section 22, *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.

## **24. SEVERABILITY**

If any section or provision of this Agreement is held illegal, unenforceable or in conflict with any law by a court of competent jurisdiction, such section or provision shall be deemed severed and the validity of the remainder of this Agreement shall not be affected thereby.

## **25. TRANSFER OF ASSETS**

Auxiliary shall attach hereto as **Attachment 4** a copy of an Inventory and Valuation for the transfer to Campus of Auxiliary capital assets pursuant to this agreement. The offset set forth in Section 14, *Contracts for Campus Services*, shall represent the full valuation for capitol assets transferred from Auxiliary to Campus. In the event that Section 22, *Termination*, is invoked before Campus has reimbursed and/or compensated Auxiliary for assets transferred, the remaining balance shall be due and payable immediately after the forty-five-day period to cure has elapsed and CSU terminates this Agreement.

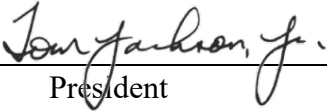
**26. TERM**

This agreement shall automatically renew for successive terms of five (5) years, with each successive term running from July 1 to June 30, unless the CSU provides Auxiliary with written notice of non-renewal at least ninety (90) days prior to the expiration date of the then current term.

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

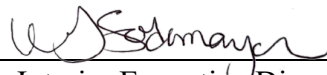
Approved: May 7, 2021

Humboldt State University

By   
President


Executed on May 5, 2021

Humboldt State University Center

By   
Interim Executive Director

Executed on May   , 2021

California State University  
Office of the Chancellor  
Contract Services and Procurement

By 





**HUMBOLDT STATE UNIVERSITY CENTER  
POLICY MANUAL**

**SECTION NO. 100  
DOCUMENT NO. 101**

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

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

**Effective:** 11-19-2020

**Supercedes:** 10-14-2010

**Board Adoption Date:** 11-19-2020

**I. Authority**

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

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

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

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

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

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

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

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

## II. Policy

### A. Governing Board of Directors

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

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

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

#### **B. Employees**

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

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

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

#### **C. Reporting**

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

#### **D. Definitions**

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

Financial Interests

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

Other Interests

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

Outside Activities Which Negatively Impact University Center

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

Inappropriate Use of University Center Connections

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

Business Interest in Customer/Supplier Connection

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

Use of University Center Facilities, Equipment, or Supplies or Personal Activities

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

Appearance of a Conflict of Interest

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

Gifts Received from External Contacts

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

Discourage Gifts

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

Unacceptable Gifts

Examples of unacceptable gifts or favors include:

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

Acceptable Gifts (Exceptions to the Gift Rule)

Nominal gifts are acceptable when it is clear that:

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

Personal Gifts

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

Gifts Given to External Contacts

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

Contract Interest

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

**E. Procedures**

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

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

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

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

**Employee Conflict of Interest Disclosure** forms shall be given to the UC HR representative who will sign off on forms where no conflict is noted. If a conflict is

noted, the UC Executive Director will review to determine if a conflict of interest exists. If the review reasonably determines that a conflict of interest exists or the potential for one could occur, the UC Executive Director will make recommendations as to how to manage, reduce or eliminate the potential or actual conflict(s) of interest. Employees must maintain an ongoing review of their situations to ensure that changed circumstances do not create violations of this policy.

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

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

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

<b>HUMBOLDT STATE UNIVERSITY CENTER</b> <b>POLICY MANUAL</b>	<b>Section No. <u>200</u></b> <b>Document No. <u>206</u></b>
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**Section:**        **Policy Statement – Fiscal**

**Subject:**        **Public Relations Expenditure Policy**

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**Purpose:**        Title 5, §42502(i), requires that governing bodies of auxiliary organizations approve expenditures for public relations or other purposes that serve to augment State appropriations for campus operations. The HSU President shall file with the Chancellor a statement of such policy on accumulation and use of public funds for all auxiliary organizations. The statement will include the policy and procedure on solicitation of funds, the source of funds, the purpose for which the funds will be used, and allowable expenditures and procedures of control.

**New/Revised:**        **October 2, 2001**

**Board Adoption Date:**        **October 11, 2001**

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### **I. Policy**

Expenditures can be made from University Center funds for public relations purposes when the activities have a direct benefit upon the interest of the University Center. The primary rationale for expenditures must reflect the overall benefit to the University Center.

### **II. Definition of Public Relations Expenditures**

Public Relations expenditures are defined as expenses related to the support of University development and fundraising activities. These expenses are typically for goods or services that may not be readily seen as within the immediate mission of the University Center.

### **III. Solicitation**

Funds may be solicited from any entity provided that any funds received are consistent with the University Center's policy on Social Responsibility, and will be deposited fully with the University Center. In accepting contributions, potential costs incurred by the University Center in future maintenance on the donations must be addressed prior to acceptance.



**UNIVERSITY CENTER POLICY STATEMENT - #206**  
**Public Relations Expenditure Policy**  
**Page Two**

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**IV. Allowable Expenditures**

Expenditures may be incurred for materials, supplies, meals, overnight lodging and travel according to University Center guidelines.

**V. Accounting Control**

All public relations expenditures should be documented with receipts, invoices, and other materials as evidence of the expense. The names of individuals participating in the public relations activity and receiving or benefiting from these expenditures shall be listed as a part of the documentation for reimbursement/payment purposes.

**VI. Required Signature Authority**

All public relations expenditures require approval of the authorized department director, the Associate Director and the Executive Director.

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**ENDORSED  
FILED**  
In the office of the Secretary of State  
of the State of California  
**JUL 15 1970**

H. P. SULLIVAN, Secretary of State  
By DAVID M. WEETMAN  
Deputy

**ARTICLES OF INCORPORATION**

of

**COLLEGE UNION BOARD OF HUMBOLDT STATE COLLEGE**

**I.**

The name of this corporation is COLLEGE UNION BOARD OF HUMBOLDT STATE COLLEGE.

**II.**

The specific and primary purposes for which this corporation is formed are to formulate and administer the policies for the development, financing and operation of the College Union, subject to the final approval of the College President, with the net earnings of the College Union to be used for the benefit of the student body of Humboldt State College, and no part of the net earnings shall inure to the benefit of any private individual.

**III.**

This corporation is organized under the General Non-Profit Corporation Law of the State of California with its principal office for the transaction of business located in Humboldt County, California.

**IV.**

The names and addresses of the persons who are appointed to act in the capacity of directors until the election of their successors are as follows:

GAILEY BROWNING -----	1810 Madrone Street Eureka, CA 95501
MYRLA HENRICHSEN -----	300 12th Street Arcata, CA 95521
MIKE VERNON -----	5207 Vance Avenue Eureka, CA 95501
ELLIOT BRANNING -----	335 Laurel Street Arcata, CA 95521
ANN MERKLIN -----	1315 O Street Eureka, CA 95501
CHAD ROBERTS -----	P. O. Box 2145 Sandoz, CA 95564
GIL KIHN -----	1037 H Street Arcata, CA 95521

BILL RICHARDSON -----1166 I Street  
 Arcata, CA 95521  
 JOHN MITTS, JR. -----P. O. Box 1098  
 Eureka, CA 95501  
 JAMES ELY -----P. O. Box 56  
 Arcata, CA 95521  
 DONALD LARSON -----Third and H Streets  
 Blue Lake, CA 95525  
 DONALD STRAHAN -----1963 Upper Bay Road  
 Arcata, CA 95521  
 RICHARD KUEHNER -----1648 Quaker Street  
 Eureka, CA 95501  
 WILLIAM THOMSON -----2750 Pacific  
 Arcata, CA 95521  
 WILLIAM JACKSON -----Highway 299  
 Blue Lake, CA 95525  
 GARY MONTGOMERY -----1322 C Street  
 Eureka, CA 95501

The number of directors may be fixed or changed from time to time by amendment of the articles of incorporation of this corporation or by amendment of the By-Laws of this corporation adopted by the vote or written assent of the members of the corporation entitled to exercise a majority of the voting power or the vote of a majority of a quorum at a meeting of members called pursuant to the By-Laws.

V.

The persons who are the directors of this corporation from time to time shall be its only members, and in ceasing to be a director of the corporation, any such person shall cease to be a member. A member-director of this corporation shall have no liability for dues and assessments.

VI.

This corporation is not organized nor shall it be operated for pecuniary gain or profit, and it does not contemplate the distribution of gains, profits or dividends to its members and is organized solely for non-profit purposes. The property, assets, profits and net income of this corporation are irrevocably dedicated to the promotion of social welfare, and no part of the profits or the net income of this corporation shall ever inure to the benefit of any director, officer or member or to the benefit of any private individual. Upon dissolution of this corporation the net assets shall

than trust funds shall be distributed to one or more non-profit corporations organized and operated for the benefit of the Humboldt State College or the students or the students and faculty of said college, such corporation or corporations to be selected by the Board of Directors. Such non-profit corporation or corporations must be qualified for federal income tax exemption under Sections 501 (a) and 501 (c) (3) of the United States Internal Revenue Code and Section 23701 d of the Revenue and Taxation Code and be 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 other than trust funds shall be distributed to the Humboldt State College.

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 or by any other person concerned in the liquidation. In no event shall any assets be distributed to any member, director or officer of this corporation.

VII.

The name of the unincorporated association that is being incorporated is COLLEGE UNION BOARD OF HUMBOLDT STATE COLLEGE.

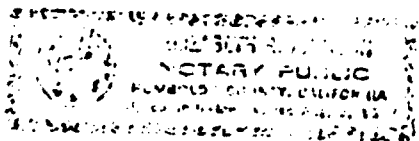
IN WITNESS WHEREOF, the undersigned, being the/Chairman and Secretary respectively, of COLLEGE UNION BOARD OF HUMBOLDT STATE COLLEGE, the unincorporated association that is being incorporated by these Articles of Incorporation, have executed them this 21st day of May, 1970.

[Signature]  
Presiding Officer and Chairman  
[Signature]  
Secretary

STATE OF CALIFORNIA )  
 ) ( SS:  
COUNTY OF HUMBOLDT )

On the 21st day of May, 1970 before me, the undersigned notary public for the State of California, personally appeared GARY MONTGOMERY and JON MITTS, JR.

known to me to be the persons whose names are subscribed to these Articles of Incorporation, and they acknowledged to me that they executed the same.



WITNESS MY HAND AND OFFICIAL SEAL.

Edward R. Johnson  
Notary Public for the State of California

STATE OF CALIFORNIA )  
 ) ( SS:  
COUNTY OF HUMBOLDT )

GARY MONTGOMERY and JON MITTS, JR.  
each for himself, says:

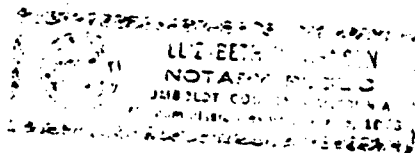
That GARY MONTGOMERY Presiding Officer and  
JON MITTS, JR. is the Secretary of COLLEGE UNION BOARD OF  
HUMBOLDT STATE COLLEGE, the unincorporated association mentioned in  
the foregoing Articles of Incorporation.

That the Association has authorized its incorporation and has authorized the undersigned, as such officers, to execute the said Articles of Incorporation.

Gary Montgomery  
Jon Mitts Jr

Subscribed and sworn to before me  
this 21st day of May, 1970.

Edward R. Johnson  
Notary Public for the State of  
California.



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

3390	MERCURY S TREADMILL	12/16/2005	7,457	-	-	
3610	LEG CURL C108	03/03/2006	-	-	-	
3395	LEG EXT. C105	03/30/2006	-	-	-	
3392	ELLIPTICAL TRAINER	04/30/2006	-	-	-	
3393	ELLIPTICAL TRAINER	04/30/2006	-	-	-	
3411	PRECOR EFX546I ELLIPTICAL	02/19/2007	-	-	-	
3412	PRECOR EFX546I ELLIPTICAL	02/19/2007	-	-	-	
3413	PRECOR RECUMBENT BIKE C846I	02/19/2007	-	-	-	
3414	PRECOR RECUMBENT BIKE C846I	02/19/2007	-	-	-	
3420	PRECOR ELLIPTICAL EFX546I	02/19/2007	-	-	-	
3416	LIFECYCLE UPRIGHT BIKE	03/07/2007	-	-	-	
3418	LIFECYCLE UPRIGHT BIKE	03/07/2007	-	-	-	
3501	PRECOR AMT	03/02/2011	7,100	-	-	
3511	PRECOR TREADMILL	01/09/2012	5,468	-	-	
3512	PRECOR TREADMILL	01/09/2012	5,468	-	-	
3513	PRECOR TREADMILL	01/09/2012	5,468	-	-	
3514	PRECOR TREADMILL	01/09/2012	5,468	-	-	
3515	PRECOR EFX 835	01/09/2012	5,549	-	-	
3516	PRECOR EFX 835	01/09/2012	5,549	-	-	
3517	PRECOR EFX 835	01/09/2012	5,549	-	-	
3518	PRECOR EFX 835	01/09/2012	7,411	-	-	
3519	PRECOR EFX 835	01/09/2012	5,549	-	-	
3520	PRECOR AMT 835	01/09/2012	7,411	-	-	
3521	PRECOR AMT 835	01/09/2012	5,549	-	-	
3522	PRECOR 4 STACK MODULAR	01/09/2012	7,497	-	-	
3579	TREADMILL	09/03/2015	6,444	-	-	
3357	TRUEFORM TREADMILL	09/01/2016	6,578	548	-	
3356	PRECOR EFX	06/20/2016	5,457	273	-	
3523	STAIRMASTER GUANTLET W/LCD	05/25/2017	6,504	1,518	-	
3360	PRECOR 731 TREADMILL	07/12/2018	6,287	2,829	2,829	
PLINTAN11.2	FUSION - SOFTWARE	08/31/2019	8,226	5,621	-	
3590	PRECOR 731 TREADMILL	02/28/2020	5,941	4,654	4,654	
			<b>144,145</b>	<b>15,443</b>	<b>7,483</b>	
<b>Humboldt Bay Aquatic Center</b>						
<b>Asset ID</b>	<b>Asset Description</b>	<b>In Service Date</b>	<b>Purchase Price</b>	<b>Net Book Value</b>	<b>Fair Value*</b>	
PLINTAN11.3	FUSION - SOFTWARE	08/31/2019	8,226	5,621	-	
			<b>8,226</b>	<b>5,621</b>	<b>-</b>	
<b>HSU Dining The "J"</b>						
<b>Asset ID</b>	<b>Asset Description</b>	<b>In Service Date</b>	<b>Purchase Price</b>	<b>Net Book Value</b>	<b>Fair Value*</b>	
8Y79653	WHITE 1990 CHEVY TRUCK	03/28/1990	14,000	-	-	
3085	80 QUART HOBART MIXER	03/06/1997	9,999	-	-	
3079	CLARK FORK LIFT	07/01/1998	15,510	-	-	
3119	COOK & HOLD OVEN	08/26/1999	-	-	-	
3167	HAND HELD DATA CONTROLLER	04/11/2000	-	-	-	
4094	2 COMPARTMENT STEAM OVEN	10/09/2002	13,702	-	-	
3575	STACK CONVECTION OVEN	05/29/2003	9,276	-	-	
3405	3 DOOR ICE CREAM FREEZER	02/11/2005	14,943	-	-	
3421	INSULATED SS HOT CABINET	07/23/2007	-	-	-	
3431	COFFEE BREWER	09/09/2007	7,449	-	-	
3426	6 DOOR USED FREEZER	08/10/2007	15,291	-	-	
3461	ELECTRIC GRIDDLE	06/13/2008	5,068	-	-	
3459	FRONT LOAD WASHER	06/25/2008	8,078	-	-	
3491	COMBO DISPLAY MERCHAND-REFRIG	08/21/2009	8,050	-	-	
8Z70470	2010 FORD TRANSIT CONNECT	08/20/2010	22,408	-	-	
3407	HOBART AUTOMATIC SLICER #3913	09/17/2010	7,246	-	-	
3572	3DR REACH-IN FREEZER	05/20/2011	7,750	-	-	
3574	FRYMASTERS FRYERS	06/23/2011	28,187	-	-	
34713D1	2011 FORD TRANSIT VAN	08/19/2011	27,133	-	-	
4084	MARKET FORGE STEAM GENERATOR	01/13/2014	12,823	-	-	

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

\* Fair value: Book Value of those assets purchased after 7/2018 (&lt;2.5 yrs old)