OPERATING AGREEMENT
BETWEEN CALIFORNIA STATE UNIVERSITY
AND ASSOCIATED STUDENTS OF SDSU

This agreement is made and entered into by and between the Trustees of the California State University by their duly qualified Chancellor (CSU) and Associated Students of San Diego State University (Auxiliary) serving San Diego State University (University). The term of this agreement shall be ten (10) years beginning July 1, 2026, through June 30, 2036 (maximum of a ten-year term, unless a longer term is approved by the Executive Vice Chancellor, Business and Finance). The term of the agreement can not be extended by amendment.)

1. PURPOSE

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

2. PRIMARY FUNCTIONS

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

The following functions and all others having to do with student activities shall be performed through the Auxiliary's Board of Directors, its Executive Director and/or other senior staff in consultation and with the general direction of the Vice President of Student Affairs & Campus Diversity. In carrying out the below, the Auxiliary engages in the following functions authorized by, CCR tit.5, §42500, which are activities essential and integral to the educational mission of the University:

a. Student Body Organization Programs, which includes the operation of the Child Care Programs, Recreation Programs, youth programs, tutorial programs, programs at the Mission Bay Aquatic Center, and assistance to organized clubs and organizations including recreational and intramural sports clubs.
b. Student Union Programs, which includes Student Activities and Aztec Student Union Board Programming
c. Loans, Scholarships, Grants-in-Aids, and Related Financial Assistance
d. Externally Funded Projects Including Research, Workshops, Conferences, and Institutes

e. Instructionally related Programs and activities

The following functions and all others of a financial, operational or facilities nature shall be performed for the benefit of SDSU through its Executive Director under the direction of the Vice President for Business and Financial Affairs SDSU:

a. University Arena and Amphitheatre Programs, including university and externally sponsored athletic events, concerts, performances, speakers, commencements and other arena special events. Facilities operations of the Aztec Student Union, Open Air Theatre, Viejas Arena, Aztec Recreation Center (including revenue generating activities), recreation fields, tennis complex, Children's Center, Mission Bay Aquatic Center, Aztec Aquaplex and other University facilities for which a separate Master Lease with Associated Students (A.S.) is executed.
b. Acquisition, development, sale, and transfer of real and personal property including financing transactions related to these activities, subject to the approval of the University Vice President for Business & Financial Affairs.
c. Public relations, fundraising, fund management, and similar development programs
d. Provide administrative services (i.e. process deposits and withdrawals as approved by University officials pursuant to University policy) to student clubs and organizations registered with the SDSU Office of Student Life & Leadership and in good standing with the University.
e. Gifts, bequests, devises, trusts and similar funds

Auxiliary agrees to receive and apply exclusively the funds and properties coming into its possession toward furthering these purposes for the benefit of CSU and the University. Auxiliary further agrees that it shall not perform any of the functions listed in 5 CCR § 42500 unless the function has been specifically assigned in this operating agreement with the University. Prior to initiating any additional functions, Auxiliary understands and agrees that CSU and Auxiliary must amend this agreement in accordance with Section 21, Amendment.

3. CAMPUS OVERSIGHT AND OPERATIONAL REVIEW

Auxiliary must operate in conformity with CSU and University policies and under the oversight of the University. As stated in Cal. Educ. Code §§ 89756, 89900, the University President is primarily responsible for administrative compliance and fiscal oversight of Auxiliary. The University President has been delegated authority by the CSU Board of Trustees (Standing Orders § VI) to carry out all necessary functions for the operation of the University. The operations and activities of Auxiliary under this agreement shall be integrated with University operations and policies and shall be overseen by the university

Chief Financial Officer (CFO) or designee so as to assure compliance with objectives stated in 5 CCR § 42401.

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

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

4. OPERATIONAL COMPLIANCE

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

5. CONFLICT OF INTEREST

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

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

6. EXPENDITURES AUGMENTING CSU APPROPRIATIONS

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

7. FISCAL AUDITS

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

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

8. USE OF NAME

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

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

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

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

9. MODIFICATION OF CORPORATE STATUS

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

10. FAIR EMPLOYMENT STATUS

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

11. BACKGROUND CHECK COMPLIANCE

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

12. DISPOSITION OF ASSETS

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

13. USE OF CAMPUS FACILITIES

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

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

14. CONTRACTS FOR CAMPUS SERVICES

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 CSU 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.

University Delegation of Authority to Auxiliary regarding Administration of Grants and Contracts is attached as **Exhibit 4**.

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:

Associated Students of San Diego State University
5500 Campanile Drive
Conrad Prebys Aztec Student Union, Suite 320
San Diego, CA 92182-7800
Attention: Christina Brown, Executive Director

Notice to the University shall be addressed as follows:

Office of the President
San Diego State University
5500 Campanile Drive
San Diego, CA 92182-8000
Attention: Adela de la Torre

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 universities.

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.

26. LEASE OF PREMISES

The Conrad Prebys Aztec Student Union is located adjacent to the SDSU Transit Center and Trolley Station in the southeast corner of the main campus, the Conrad Prebys Aztec Student Union is a center of student activity with facilities designed to enhance the quality of life on campus. The facilities include approximately 206,000 square feet of spaces including a food court and pub, satellite fitness center, bowling and games center, retail spaces, ballroom and meeting/event and conference spaces, administrative and student organization offices, a cross-cultural center, informal lounges and gathering spaces, student government offices and adjacent outdoor spaces.

Scripps Cottage is approximately 2,000 square foot meeting/event building on the University campus.

Viejas Arena (hereinafter called Arena) is located in the south end of the area generally known as Aztec Bowl, consisting of 152,400 square feet which will provide seating for 12,414. The structure has the capacity of hosting a variety of student and community cultural, sports and special and intercollegiate athletic events including but not limited to: commencement, lectures, concerts, plays, cultural and special events and intercollegiate athletic events.

The Cal Coast Credit Union Open Air Theatre is a 114,867 square foot facility where the physical location of this facility includes all of the property and buildings (Hospitality House, Ticket Office and restrooms), except the utility shed, directly south of and adjacent to the Malcolm A. Love Library to a point approximately ninety (90) feet north of the Adams Humanities Building and bounded on the east by Centennial Hall and on the west by a fence enclosing the area on Campanile Walk.

Courtyard, Trellis & Meeting Rooms is 3,100 square foot Arena Meeting Center (hereinafter called AMC) containing leisure program classrooms located in front of Viejas Arena and the Aztec Recreation Center.

The Aztec Recreation Center consists of 148,000 square foot building containing indoor track, five fitness studios, locker rooms, weight/exercise rooms, climbing wall and bouldering, multipurpose room, outing program, retail center, and offices.

The Aztec Aquaplex is located on a three (3) acre site on the west side of the University campus just south of the softball stadium and near Tony Gwynn Stadium. The facility includes three pools: a 50 meter by 25 yard Olympic-style pool, a 7,300 sq. ft. recreational pool, and a hydrotherapy spa.

The Performance Center is 2,400 square feet of training space located in the Peterson Gym Racquetball Courts. The space includes functional fitness equipment for Sport Club team performance training and Group Fitness classes.

The Recreation Field, located north of SDSU Parking Structure 12, is 64,400 square foot field featuring state-of-the art turf and lighting systems. The Recreation Field is available daily for drop-in play and also hosts recreational sports activities including Aztec Recreation Intramural Sports and Sport Clubs.

ENS 700 Field, located south of the Music building, is 94,000 square foot field featuring state-of-the art turf and lighting systems. The ENS 700 Field is available daily for drop-in play and also hosts recreational sports activities including Aztec Recreation Intramural Sports, Sport Clubs and special events. The facility also includes a prefabricated restroom building, and storage building.

The SDSU Children's Center 16,000 square foot facility located on a one and a half (1.5) acre site at the east side of the campus in the location formerly known as "Lower Parking Lot E". It is a multi-building complex of administrative offices, age-segregated activity spaces with adjacent outdoor play yards, special infant care spaces and auxiliary meeting rooms. This on-campus childcare facility is used by University students, faculty and staff and members of the community.

The Imperial Valley Student Union is situated on the Imperial Valley Campus of San Diego State University, consisting of 2,164 GSF which is currently designated on the CSU Master Plan for the Imperial Valley Campus of SDSU as Building #20 (Administration).

The lease of the premises is subject to:

A. The use of the property for civil defense purposes or in the event of a State, CSU or national emergency.

B. Unanticipated need to meet the demands of the educational objectives of the CSU. The right to the use of any property included in this lease shall cease upon written notice by the CSU to Auxiliary that the property is needed for its exclusive use.

27. UNIVERSITY FACILITY SUPPORT LOCATIONS

The Tennis Courts contain a 12-court, tennis complex located west of Aztec Softball Fields and Aztec Aquaplex.

The Parma Payne Goodall Alumni Center, a two story, 30,000 square foot facility with a main entrance through a rotunda, lobby with reception area, kitchen, offices, multi-purpose outdoor pavilion area, 20,000 square feet of meeting and gathering space including Great Hall Ballroom, lounge and library with Aztec memorabilia and boardroom.

Racquetball Courts, Playfields and Gymnasiums, 12,157 square foot area consisting of 7 racquetball courts on the west side of Peterson Gym, PG181. Four playing fields on the University campus known as Lacrosse Field - PG 610, Soccer Field - PG 620, Softball Field - PG 680 and Sports Deck -PG 660. Buildings on the University campus more commonly known as Peterson Gym, PG 152.

28. USE OF PREMISES

A. Auxiliary may occupy, operate, and use the leased properties and University facility support locations only in connection with the following functions and activities in accordance with the terms of this agreement:

   1. Operating and maintaining a student union facility for the students, faculty, staff, alumni, and guests of the university.

   2. Operating and maintaining recreation facilities and fields as venues for recreation, meetings, and other similar or related events and activities for the students, faculty, staff, and alumni and guests of the University.

   3. Operating and maintaining a recreation and competition swimming facility for leisure, educational and competitive programs and events for the students, faculty, staff, alumni and guests of the University.

4. Operating and maintaining a children's center for the children of University students, faculty, alumni and members of the community.

5. Operating and maintaining an Arena for University and community events and providing space for University Basketball operations to consist of Men's and Women's Team Rooms, Men's and Women's Locker Rooms, and a Training Room. Operating and maintaining the Open Air Theatre as additional concert and event space.

6. Operating tennis and recreational facilities as venues for providing exercise, fitness and athletic events for the students, faculty, staff, and alumni and guests of the University.

7. Operating and maintaining a recreation fitness studio facility (Performance Center) as a venue for providing recreational exercise, leisure and educational programs for students, faculty, staff, alumni and guests of the University.

8. Providing minor maintenance and custodial services at the Alumni Center for the benefit of University.

9. Providing administrative support for the operation of the Imperial Valley Student Union.

B. Auxiliary shall use the leased property only for functions and activities that are consistent with the Functions established in Section 2 and guidelines and policies that have been or may hereafter be adopted by CSU.

29. CONSIDERATION

A. Auxiliary shall operate as an auxiliary organization as set forth in this agreement.

B. Auxiliary shall manage and operate the student union facilities in accordance with the bond indenture, the policies of the CSU, University, this agreement, and for the benefit of University.

30. APPLICATION OF STUDENT UNION FEES

A. Pursuant to the CSU Systemwide Revenue Bond program, retirement of the debt incurred by CSU for the construction of the student union, recreation center, arena and swimming facility are to come from a mandatory student union fees to be paid by all enrolled students. After required funds have been set aside for debt service and all reserves, CSU agrees to make available to

Auxiliary a portion of any remaining funds, as authorized by Education Code, Section 90076. CSU agrees to transfer such funds, if any, in the Student Union Net Revenue Fund account and/or applicable Trust Fund account, in the following circumstances:

1. Auxiliary shall be entitled to a transfer of funds as required for operating purposes. The transfer for operating purposes will be based on needs as shown in the operating budget and approved by the university' Chief Financial Officer or designated staff subject to the availability of such funds.

2. Additional transfers of revenue may be made for extraordinary expenses as requested by Auxiliary and approved by the university' Chief Financial Officer or designated staff, subject to the availability of funds.

B. 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.

31. BUILDINGS, SIGNS, FIXTURES, AND EQUIPMENT

During the term of this Agreement, Auxiliary shall have the right to erect, place, and attach buildings, fixtures, signs, and equipment in and upon the leased property. Plans and working drawings for buildings to be placed on the leased land shall have prior approval of CSU. The number, size, and location of signs are subject to prior written approval of the University. Fixtures, signs, and equipment so erected, placed, or attached by the Auxiliary shall be and remain the property of the Auxiliary and may be removed there from by the Auxiliary prior to the termination of this lease.

32. ALTERATIONS

The leased premises shall not be altered or changed in any manner or respect without the written consent of the University, and changes that may be authorized shall be made under the direction of the University and at the expense of Auxiliary. Permanent alterations shall have prior approval of University.

33. RIGHT OF ENTRY

It is understood and agreed that at any time CSU and its agents shall have the right to enter the leased premises or any part thereof for the purpose of examination or supervision.

Care, maintenance, and repair of the leased property shall be provided as follows:

A. Care and Maintenance: Auxiliary agrees to keep and maintain the leased property in a clean and orderly condition and shall at its own expense, at reasonably frequent intervals, and in a lawful manner dispose of all waste from the leased property.

B. Repairs: Auxiliary agrees to keep the leased premises in good repair.

34. RESTORATION OF PREMISES

Upon termination of this lease, CSU shall have the option to require Auxiliary, at its own expense and risk, to restore the demised premises as nearly as possible to the condition existing prior to the execution of the lease, with the exception of normal wear and tear.

But, if Auxiliary shall fail to do so within 90 days after CSU’s option, CSU may restore the property at the risk of the Auxiliary and all costs and expenses of such removal or restoration shall be paid by Auxiliary upon demand of State. CSU shall have the right to exercise this option within 30 days after the expiration of this lease, but not thereafter.

35. MORTGAGES

Auxiliary shall not have the right to subject this lease to any mortgage, trust deed, or other security device without the written consent of CSU.

36. POSSESSORY INTEREST

The County Assessor may value the possessory interest created by this lease, or any subleases. Under California Revenue and Taxation Code section 107, a property interest tax may be levied on that possessory interest. The lessee is obligated to pay this property tax, and failure to do so may be considered a material breach of the lease."

37. ASSIGNMENTS OR SUBLEASE

Auxiliary shall not assign or sublease any part of the premises covered by this lease without the written permission of CSU.

CSU agrees, however, that Auxiliary may sublease any portion of the premises with the approval of the University. Substantial deviation from CSU’s policy and model sub-leases requires the approval of the University.

Subleases may be written with terms in excess of this agreement: however, the continuation of the sublease past the term of this Agreement is contingent on this Agreement’s renewal.

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

Approved: 06/22/2026

San Diego State University

By ______________________________

Adela de la Torre, President

Executed on 06/21/2026

Associated Students of San Diego State University

By Christina Brown (Jun 21, 2026 21:01:07 PDT)

Christina Brown, Executive Director

Executed on 06/18/2026

Associated Students of San Diego State University

By A.S. President SDSU (Jun 18, 2026 14:07:58 PDT)

Milan Rawls, 2026-2027 A.S. President

Executed on 06/23/2026

California State University
Office of the Chancellor

By Patrick J. Lenz

Patrick J. Lenz, Interim Executive Vice Chancellor
Chief Financial Officer

Exhibit 1 - Auxiliary Conflict of Interest policy
Exhibit 2 - Auxiliary Accumulation and Use of Public Relations Funds policy
Exhibit 3 - Auxiliary Constitution or Articles of Incorporation
Exhibit 4 - University Delegation of Authority to Auxiliary regarding Administration of Grants and Contracts

EXHIBIT 1

ASSOCIATED STUDENTS
SAN DIEGO STATE UNIVERSITY

Conflict of Interest Policy Statement

The purpose of this policy and procedures is to ensure that employees of Associated Students of San Diego State University act and are perceived to act in a manner that precludes both actual and perceived conflicts of interest.

Definitions

- **Employee:** Includes full- and part-time staff.
- **Family Member, Family Relationship:** Close relatives include employee's current spouse or domestic partner, employees' or spouse's parent or legal guardian, child, sibling, grandparent, grandchild, great grandparent, great grandchild, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law or daughter-in-law, aunts and uncles, as well as the spouses of brothers, sisters, children, grandchildren, and great grandchildren.
- **Business Relationship:** Includes outside employment, provision of services, services in competition with the Associated Students of SDSU (A.S./SDSU), and/or interest in businesses from which the A.S./SDSU may secure or will secure goods or services, but, excludes attorney/client, doctor/patient, priest/clergy and penitent/communicant relationships.
- **Conflict of Interest:** For purposes of this policy statement, a "conflict of interest" is defined as in any relationship, transaction or other circumstance that enables, potentially enables, or appears to enable an individual to personally benefit from his/her corporation with the Associated Students of San Diego State University.

The Education Code §89906 states that 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.

Title 5 of the California Code of Regulations §42401, 42402, 42500 and Education Code §89900 establish a responsibility to operate in accordance with sound business practices in the interest of the campus. Sound business practice mandates the establishment of conflict-of interest policies and procedures to implement Education Code §89906-89909 and other similar provisions to prevent imprudent or improper decisions by auxiliary board and management members.

It is the policy of the Associated Students to err on the side of caution when assessing whether a transaction or relationship represents a potential or actual conflict of interest.

In order to avoid situations which potentially give rise to a conflict of interest, all A.S. employees shall not engage in any of the following activities, except as authorized by the Executive Director:

1. Use their position as an employee, or any knowledge or information obtained there from, for personal gain, except as they are otherwise compensated by the Associated Students of San Diego State University.
2. Directly or indirectly engage in any activity (whether as director, employee) or directly or indirectly own an ownership interest in any entity (whether as shareholder, member, partner, or sole proprietor) which competes with the existing, planned or potential business activities of the Associated Students of San Diego State University.
3. Own any ownership interest either directly (whether as a shareholder, member, partner or sole proprietor) or indirectly (whether through an immediate family member, trust or other arrangement) in any entity which supplies goods or services to the Associated Students of San Diego State University; provided, however, that stock ownership in a publicly traded corporation shall be permitted if the ownership does not exceed five percent of the outstanding stock of the corporation.
4. Accept any gift of goods or services which is intended to, or which may, influence or affect the judgment of the employee concerning the affairs of the Associated Students of San Diego State University.
5. Engage in any other activity, or take any other action not enumerated herein where the interests of the employee may compete or conflict with the interest of the Associated Students of San Diego State University.

In order to avoid the misconception that it would be acceptable for an individual to pass on knowledge to others so that they might benefit, the term "personally benefit" shall include any Associated Students of San Diego State University employees' family or friends.

The Associated Students of San Diego State University is committed to report and take appropriate action on all matters where there is determined, perceived or the potential for conflict of interest. Transactions and/or relationships that are by definition conflicts and those that may be vulnerable to public perception of a conflict of interest are to be deemed reportable.

It is the duty of each employee of the Associated Students of San Diego State University, to disclose to the Executive Director, in writing, any incident they believe to be a conflict of interest. Annually, A.S. directors must submit a Conflict of Interest Disclosure Statement for Senior Staff to Human Resources.

Reports of any conflicts of interest shall be submitted to the Executive Director and forwarded to:

Vice President, Business and Financial Affairs
San Diego State University
5500 Campanile Drive
San Diego, CA 92182

In the event that there are no conflicts of interest, the Executive Director shall report at the close each calendar year to the above named individual that there were no conflicts of interest for the calendar year just ended. Reporting of conflicts of interests (including identified, potential or perceive) is to be done on as-occurring basis.

EXHIBIT 2

Section 22 - A.S. Hospitality Policy

Purpose

This document provides Associated Students' (A.S.) policy regarding use of funds used for activities, including hospitality and public relations, directed toward promoting the Associated Students and the University to the campus and public and enabling the Associated Students to act as a member of the state and local communities. Along with campus policy issued June 2012, this document will serve to fulfill the requirement of the Integrated CSU Administrative Manual Policy Number 1301.00 – Hospitality, Payment or Reimbursement of Expenses for campus-generated written policies and procedures for the payment of hospitality expenses. The purchase of alcoholic beverages is only allowable through auxiliary funds subject to the hospitality policy of the auxiliary and the SDSU alcohol policy. San Diego State University requires each auxiliary organization to formulate policies and procedures appropriate to the unique activities of the auxiliary.

To remain consistent with San Diego State University policies, the following Hospitality Policy has been adopted by Associated Students of SDSU, including the maximum per person rates for breakfast, lunch, dinner and light refreshments inclusive of the total cost of food, beverages, labor, sales tax, delivery and other service fees. The Vice President Business and Financial Affairs, as the President's designee, must approve this policy.

Policy Principle and Objectives

All funds available to the Associated Students — whether received through student fees, donation, or other means — are resources valuable toward achieving the missions of the Associated Students. Therefore:

- Funds identified under this policy shall be expended only upon documented benefit to the University or Associated Students.
- Expenditures providing nominal personal benefit to A.S. employees or volunteers are acceptable only when there is a clear campus business purpose.
- Discretion associated with these funds increases the need for effective and conservative management. Administrators of these funds are to consider cost, availability of funds, and availability of alternative activities when evaluating the benefits to be derived from expenditure.

Authoritative References

- California Education Code on the authorities of the Trustees (Sections 66600, 89030, and 89035).

- California Education Code and Title 5 regarding campus community relations funds (Section 89044 and Sections 41600 and 41601, respectively)
- Title 5 regarding the authority of the campus president to require auxiliary organizations to operate in conformance with campus policies (Section 42402).
- Integrated CSU Administrative Manual (ICSUAM) Policy Number 1301.00 – Hospitality, Payment or Reimbursement of Expenses
- IRS Code sections on fringe benefit income (various).
- SDSU Campus Travel Policy

Definitions

Approving Authority – a person to whom authority has been delegated in writing to approve expenses in accordance with A.S. policy.

Awards and Service Recognition – something of value given or bestowed upon an individual, group or entity in recognition of service to the auxiliary or achievement benefiting the auxiliary e.g. financial prizes, trophies, plaques, and flowers. i.e. A.S. Staff Awards and Staff Pins

Employee Meetings and Recognition Events – meetings which serve an Auxiliary business purpose and are generally administrative in nature, such as staff meetings, employee morale functions, extended formal training sessions, conferences, extended strategic planning sessions, and meetings of appointed work groups and committees.

Entertainment Services – expenditures incurred in connection with events or activities that are primarily social or recreational such as equipment and venue rental, décor, music, and performers. Service expenditures related to showcasing the talent of students or employees are considered a regular business expense and are not governed by this policy.

Fundraising Event – events conducted for the sole or primary purpose of raising charitable funds where participants make a charitable contribution and a purchase for the fair market value of goods or services. Fundraising events may include dinners, dances, door-to-door sales of merchandise, concerts, carnivals, golf tournaments, auctions, casino nights, and similar events and are governed by CSU Policy found in ICSUAM 15701.00 Fundraising Events.

Fundraising events do NOT include the following:

- Activities substantially related to the accomplishment of the A.S. mission, including such activities that receive sponsorship.
- Unrelated trade or business activities that generate fees for service.
- Fundraising solicitations and related prospecting activities intended to generate only a contribution (no purchase of goods or services).
- Raffles in which the prizes have only a nominal value and do not require reporting as taxable income.

Gift – something of value given or bestowed upon an individual, group, or entity with the expectation of benefit accruing A.S. or for other occasions that serve a bona fide business purpose

Hospitality – the provision of meals (catered or restaurant) of light refreshments (beverages, hors d'oveuvres, pastries, cookies), entertainment services, promotional items, gifts, awards and service recognition. Hospitality includes expenses for activities that promote the auxiliary or university to the public, usually with the expectation of benefits accruing directly or indirectly to the university.
i.e. A.S. Staff Awards event, Holiday Reception, etc.

Membership in Social Organizations – university clubs, athletic clubs, civic organizations and other membership organizations that provide a venue for hosting hospitality events or a means for promoting goodwill in the community. Memberships in business leagues, chambers of commerce, trade associations and professional organizations considered a regular business expense and are not governed by this policy.

Official Host – An A.S. employee who hosts a meeting, conference, reception, activity or event for the active conduct of A.S. business

Official Guest – a person invited by an official host to attend an A.S. meeting, conference, reception, activity or event. Examples of official guests include employees visiting from another work location, students, donors, recruitment candidates, volunteers, members of the community, or media representatives. Employees of A.S. are not considered official guests.

Promotional Items – items that display the name, logo or other icon identifying the university such as a keychain, coffee mug, calendar, or clothing.

Work Location – the place where the major portion of an employee's working time is spent or the place to which the employee returns during working hours upon completion of special assignments. (The main campus is a single work location)

Student Programming Event – Event designed and executed to enrich student campus life, unite the university campus, and cultivate a unique collegiate experience that instills Aztec pride through cultural, educational, and social programs for San Diego State University (SDSU) students.

Prohibited Expenditures Regardless of funding source:

- Hospitality expenses that are of a personal nature, not related to the active conduct of official A.S. business or with personal benefit derived by the official host or other employees
- Employee birthdays, weddings, anniversaries, showers, employee graduations and other personal celebrations or acknowledgements.
- Employee farewell gatherings that are not official A.S. functions. Designation of farewell event as an official campus function requires approval of the Executive Director of the

auxiliary organization. Official campus functions do not include off-site parties, dinners, or similar events organized by co-workers and friends. [Retirement events are distinct from "farewell gatherings" and are allowed. Refer to the next section for guidance.
- Memorial services, celebrations of retirement, and farewell gatherings for employees separating with less than 5 years of service
- Tobacco (by campus policy).
- Hospitality expenses will not be paid or reimbursed for membership in social organizations, activities or entertainment service that discriminate based on race, color, religion, national origin, ancestry, age, gender, sexual orientation, marital status, veteran status or disability.
- Employee business meal or entertainment expenses must conform to IRS regulations. No employee business meal or entertainment expenditure that is considered taxable under IRS regulations will be reimbursed or paid. An employer's reimbursement of an employee business meal or entertainment expense may be considered taxable income to an employee if:
  - The activity is not directly related to the employee's job
  - The expense is lavish or extravagant under the circumstances
  - The expense is not substantiated with supporting documentation

Gift cards purchase and award policy

The use of gift cards for Awards and Service Recognition during Employee Meetings and Recognition events is allowed. The value of gift cards awarded is to be less than $50.00. Gift Cards with a face value of $50.00 or less are considered de Minimis and no tax reporting or tracking will be required on the issuance of a single award or gift card.

Gift cards awarded are to be tracked individually and a list of purchased gift cards is to be included as part of the documentation submitted to Accounts Payable. Submitted documentation is to include:

- Purpose of gift card – (i.e. during what event and why was it awarded)
- Amount of gift card – NOT to exceed $50.00
- Recipients Red ID
- Recipients Printed Name
- Recipient's signature
- Recipient's relationship to A.S.

Allowed Expenditures

Expenditures are allowed within funding as indicated and only within this policy and policies constructed by A.S. and approved by the A.S. Executive Director, and the campus Vice President of Business and Financial Affairs or designee only if appropriate to the purpose of A.S.

Funding Sources for Payment of Hospitality Expenses

Hospitality Expenses	A.S. Funds
Gifts *Note a*	Yes
Employee morale. *Note a*	Yes
Official campus functions, including retirement receptions. *Note a*	Yes
Awards and Service Recognition *Note a*	Yes
Alcoholic Beverages *Note b*	Yes
Tobacco Products *Note b*	No
Food and Beverages (other than Alcoholic Beverages) for meetings and events attended by Official Guests *Note c*	Yes
Food and Beverages (other than Alcoholic Beverages) for meetings and events attended by employees of the Same Work Location which includes campus employees and auxiliaries. *Note d*	Yes
Membership in Social Organizations	Yes
Promotional Items *Note e*	Yes
Community involvement & outreach, cultivating donor relations *Note f*	Yes
Entertainment Services *Note f*	Yes
Spouses and Domestic Partners *Note g*	Yes
Students and Prospective Students *Note h*	Yes

Notes:

a. Positive employee morale is a valuable resource. Accordingly, within the constraints imposed by system policy, particularly ICSUAM 1301.00, this policy allows for expenditures supportive of employee morale (other than those previously identified as prohibited) length of service awards and retirement presentations for employees separating with at least 5 years of service. Official campus functions, such as Staff Awards Day and retirement receptions, are included as they promote employee morale.

A.S. relies on the judgment of the Executive Director in this area as s/he is most capable of assessing the benefit to A.S. of such expenditures.

b. Alcoholic beverages are an allowable expense when (1) the A.S. employee is serving as host for an event attended by non-A.S. persons; or (2) the organization is hosting a reception for the benefit of employee morale. Expenditures for alcohol outside of hosted events are personal expenditures and are not reimbursable. Attendees are over the age of 21.

c. Food and beverages when hosting Official Guests for the purpose of promoting A.S. are allowed.

d. Meetings* attended by employees of the same work location, (the main campus is a single work location) are permitted if the expenses occur infrequently and are reasonable and appropriate to the business purpose and are subject to the following:

   *The term "meetings" does not include departmental celebrations (which are addressed in Note a regarding Employee Morale) or collegial dining among co-workers (non-reimbursable) but refers to business-purpose meetings only.

   - On campus, during normal business hours: Food and non-alcoholic beverages for on-campus meetings during regular work hours are allowable only for meetings "which serve an A.S. business purpose and are generally administrative in nature" (ICSUAM 1301.00).
   - Off campus, during normal business hours: Food and beverages for off-campus meetings attended only by employees of the same work location is an allowable expense during structured meetings with a formal agenda. Examples are retreats and strategic planning meetings.
   - On or off campus, before or after normal business hours: Food and beverages for meetings taking place before or after work is an allowable expense if the meeting was necessarily scheduled at a time and manner to accommodate availability of multiple attendees. Documentation as to the reason why the meeting had to be scheduled outside of normal working hours is required.
   - On or off campus, during lunch period: An amount equal to the cost of the host's meal, or the lunch per diem currently in effect (whichever amount is the lesser) will be deducted from requests for reimbursement for business lunches with A.S. colleagues during normal work hours. This exclusion recognizes that the host would have normally incurred a luncheon expense and removes audit questions as to personal benefit to the official host.
   - Expenditure or reimbursement documentation must provide explanation of the "business purpose" requirement.
     - Meals or light refreshments should be limited to no more than twelve times per year, per group
     - Meals or light refreshments should be counted on an event basis, e.g., a two-day meeting should be counted as one event for purposes of compliance with this requirement.
     - Meals or light refreshments must be modest and reasonably priced.
     - A.S. maximum rates per person for breakfast, lunch, dinner and light refreshments, including the total cost of food, beverages, labor, sales tax, deliver and other service fees are shown in the graph at the end. These rates will be reviewed annually by the A.S. Executive Director. The

Executive Director may approve exceptions to the maximum per person rate with a documented explanation.

e. Promotional items are gifts that bear the A.S. or campus logo and that are of minor value. If greater than minor value and given to an employee, such items are considered gifts or awards. See Note a.
f. Upon the judgment of the director, activities other than dining may be used as venues for cultivating donor support or for establishing and building relationships with individuals or corporations, which are of benefit to the University or Associated Students. An example might be golf or sporting events. Documentation must address and support the benefit to the University or Associated Students. Such expenditures are limited to budgeted funds in the designated Campus Community Relations object code.
    - Entertainment of vendors must be carefully executed in order to avoid giving the appearance to other vendors of impaired impartiality. Entertainment of vendors to solicit donor support should be restricted to those situations where (1) the Associated Students already has, through contract or purchase order, established the business relationship with the vendor; or (2) the Associated Students does not intend to do contractual business with the vendor. At the judgment of the director, entertainment of vendors to establish or improve relationships dependent on personal interaction is allowable.
    - At the judgment of the director, travel for building relationships with individuals or corporations, including cultivating donor relationships, is permitted. This includes reimbursement of travel expenses of invited University or Associated Students guests.
    - Community involvement payments include memberships in, purchases of tables at fund-raising events of, and contributions toward not-for-profit organizations whose purposes intersect with or promote the mission of the University or Associated Students.
g. Hospitality provided to the spouse or domestic partner of an employee may be permitted when it serves an A.S. business purpose. Such an individual's presence is considered to serve an A.S. business purpose if he or she has a significant role in the proceedings or makes an important contribution to the success of the event. Official functions to which spouses or domestic partners are invited as a matter of protocol or tradition such as ceremonial functions, fundraising events, alumni gatherings, athletic games, community events, Employee Meetings and Recognition Events may be considered business related. An agenda, invitation or similar documentation should be included with the payment record.
h. Hospitality provided to students and prospective students may be permitted when it serves a University and/or A.S. business purpose. Permissible activities may include recruitment efforts, student activities, student programs, student organization events, student recognition events and commencements. Students may be hosted to attend fundraising and other community relations events that enhance their learning experience, in recognition of their student achievement, to engage alumni and donors, or as representatives of elected student leadership.

Budget and Documentation Requirements

Student Programming events are to be approved by the appropriate approving authority (i.e. Aztec Student Union Board or Financial Affairs Committee and their successors) during the normal A.S. budget cycle. Student Programming due to their nature and scope, do not require documentation that includes individual names of those in attendance, affiliations, and direct or indirect benefit to the CSU, San Diego State University and or Associated Students to be derived from the expense.

Original itemized receipts or invoices and list of employees or guest in attendance are required (establishes audit trail for type of expenditure and number of employees). If itemized receipts cannot be obtained or have been lost, a signed statement to that effect is required. On a selected basis, venues may be called to verify that itemized receipts are not available to customers.

Credit card receipts are required (establishes that expense was incurred and paid by the employee and not some other individual). Payment in cash, because there is no proof that the individual requesting reimbursement actually was the payer of the expense, is to be on an exception basis only and will require alternate supporting documentation such as a second signature of a person in attendance.

All expenditures must have the approval of a budget manager with programmatic authority over the individual submitting the request for expenditure or reimbursement. This requirement is consistent with sound business practice, ensures an appropriate level of campus oversight, and is consistent with expenditure requirements for other funds.

Hospitality, Payment or Reimbursement of Expenses

Maximum per Person Rates for Hospitality

Meal type	Routine/Departmental Events	Hotel Catered Banquets/VIP Entertaining*
Breakfast	$20	$50
Lunch	$30	$75
Dinner	$75	$120
Hor d'oevres	$30	$30
Light Refreshments	$30	$30

**These maximum rates are established to allow for hotel catered banquet style events and VIP entertaining.*

A.S. departments are to use discretion when hosting routine or departmental events and expenses should be reasonable and kept within the budgeted limit. Hospitality and employee relations planning and funding must be reviewed and pre-approved by the A.S. Executive Director.

COPY

SDSU Agreement #40077657
Attachment #1

EXHIBIT 3

State of California
Secretary of State

I, BRUCE McPHERSON, Secretary of State of the State of California, hereby certify:

That the attached transcript of 4 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

JUL 2 0 2005

BRUCE McPHERSON
Secretary of State

A0631166

AMENDED AND RESTATED ARTICLES OF INCORPORATION
OF
ASSOCIATED STUDENTS,
SAN DIEGO STATE UNIVERSITY

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

JUL 06 2005

The undersigned certify that:

1. They are the President and Chief Financial Officer, respectively, of the Associated Students, San Diego State University.

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

ARTICLE I
Name

The name of this corporation is: "Associated Students, San Diego State University."

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 and public purposes.

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

ARTICLE III
Purposes

This Corporation is organized and operated solely for the benefit of San Diego State University. This corporation is organized as a student body organization under Section 89300, et seq. of the California Education Code, exclusively for educational and charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986 as amended and for the following purposes:

(a) To operate exclusively for charitable and public purposes within the meaning of the California Revenue and Taxation Code, Section 23701(d) (or corresponding provisions of any future California Revenue Law).

(b) Subject to the direction and approval of the University President or designee, to finance, construct and operate campus facilities at San Diego State University, for the benefit of students, faculty, staff, and alumni in order to promote and assist the educational program of the University operating as an integrated part of the overall University campus program, and to apply the funds and properties coming into its control toward furthering the educational program carried on or approved by the University President or a designee.

(c) Subject to the direction and approval of the University President or designee, to purchase, own, sell and encumber and otherwise deal in and with such real and personal property as the Board of Directors or members of this corporation may find or consider to be suited to the primary purpose of advancing the welfare of San Diego State University, and for promoting the common educational interests of San Diego State University students, as approved by the University President or a designee.

(d) To do or refrain from doing any lawful act or thing which at anytime may be authorized by the Board of Directors or members of this corporation, so long as the doing or refraining from doing the lawful act will advance the welfare of San Diego State University, and promote the common educational interests of San Diego State University students.

(e) To provide service and support to the students of San Diego State University.

ARTICLE IV
Conformity with Law

The corporation shall be an auxiliary organization to San Diego 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 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

No part of the net earnings of this corporation shall inure to the benefit of or be distributable to its members, directors, officers, or other private persons, except that this corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article III hereof.

ARTICLE VI
Limitation on Activities

No substantial part of the activities of this corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and this corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office.

ARTICLE VII
Irrevocable Dedication and Dissolution

This corporation irrevocably dedicates its assets for the benefit of San Diego State University. In the event of the dissolution of this corporation, its net assets other than trust funds shall be transferred to a successor approved by the President of San Diego State University and by the Board of Trustees of California State University.

ARTICLE VIII
Officers and Directors

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

ARTICLE IX
Membership

The authorized number and qualifications of members of this corporation, the different classes of membership, if any, the property, voting, and other rights and privileges of members and their liability to dues and assessments, and the method of collection of dues and assessments shall be as stated in the Bylaws.

ARTICLE X
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 XI
Amendment

The Articles of Incorporation of this corporation may be amended by resolution of the Board of Directors and the vote of two-thirds (2/3) a quorum of the members at a meeting called for that purpose.

3. The foregoing Amended and Restated Articles of Incorporation has been approved by a resolution of the Board of Directors.

4. The forgoing Amended and Restated Articles have been approved by the required vote of the 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: May 26, 2005

6/3/05

Kelli Kedis, President and Chief Executive Officer

5/27/05

Brian Ascencio, Vice President of Finance and Chief Financial Officer

OFFICE OF THE SECRETARY OF STATE

Office of the President
San Diego State University

5500 Campanile Drive
San Diego, CA 92182 · 8000
Tel: 619 594 · 5204
Fax: 619 594 · 8894

Exhibit 4

MEMORANDUM

DATE: April 7, 2016

TO: Christina Brown
Executive Director
Associated Students

Agnes Wong Nickerson
Associate Vice President, Financial Operations
Business and Financial Affairs

FROM: Elliot Hirshman EH
President

SUBJECT: Delegation of Authority

I designate Christina Brown as my designee and delegate the authority and responsibility to sign/approve contracts and grant proposals specifically on behalf of San Diego State University's Children's Center and the Mission Bay Aquatic Center.

This delegation of authority becomes effective immediately and shall remain valid until revoked by the University or until the designee is no longer serving in her position as Executive Director.

c: Tom McCarron, Vice President for Business and Financial Affairs & CFO

Administration of Grants and Contracts

Addendum to Auxiliary Operating Agreement

Between Trustees of the California State University,

San Diego State University

And

Associated Students of San Diego State University

This is an addendum to the Operating Agreement between the Trustees of the California State University (CSU) and Associated Students of San Diego State University (Auxiliary) serving San Diego State University (Campus), effective from July 1, 2026 through June 30, 2036, 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]
Some examples of currently awarded grants are as follows:

- California Department of Social Services – General Child Care & Development Programs
- California Department of Education – California State Preschool Program
- California Department of Education – Child and Adult Food Care Program
- California Department of Parks and Recreation – Division of Boating and Waterways – Aquatic Center Grant

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 Sponsored Programs Administration policy (formerly EO 890).[2]

Auxiliary, when acting as SPA, agrees to provide grant and contract administration services in compliance with all CSU (see Sponsored Programs Administration policy), Campus, and Auxiliary policies related to sponsored program administration, federal and state regulations, and funding agency (sponsor) regulations and guidelines.

Approved:

San Diego State University

[signature]

Adela de la Torre
President

06/22/2026
Date

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[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] *The Sponsored Programs Administration policy incorporates the relevant policy sections from EO890, including proposal review and approval requirements.*

Associated Students of San Diego State University

Christina Brown
Executive Director

6/17/26
Date

Associated Students of San Diego State University

6/17/26
Date

Milan Rawls
A.S. President