OPERATING AGREEMENT
BETWEEN CALIFORNIA STATE UNIVERSITY
AND CALIFORNIA STATE UNIVERSITY SAN MARCOS FOUNDATION

This agreement is made and entered into by and between the Trustees of the California State University by their duly qualified Chancellor (CSU) and California State Universtiy San Marcos Foundation (Auxiliary) serving California State University San Marcos (University). The term of this agreement shall be July 1, 2026 through June 30, 2036.

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:

a. Externally Funded Projects Including Research, Workshops, Conferences, and Institutes
b. Alumni Programs
c. Gifts, bequests, devises, endowments, trusts and similar funds
d. Public relations, fundraising, fund management, and similar development programs
e. Acquisition, development, sale, and transfer of real and personal property including financing transactions related to these activities

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

3. CAMPUS OVERSIGHT AND OPERATIONAL REVIEW

Auxiliary must operate in conformity with CSU and University policies and under the oversight of the University. As stated in Cal. Educ. Code §§ 89756, 89900, the

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

Each auxiliary organization 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.

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

B. **Reporting Standards**

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

18. INDEMNIFICATION

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

19. INSURANCE

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

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

20. NOTICES

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

Notice to Auxiliary shall be addressed as follows:

California State University San Marcos Foundation
333 South Twin Oaks Road
San Marcos, CA 92096

Notice to the University shall be addressed as follows:

California State University San Marcos
333 South Twin Oaks Road
San Marcos, CA 92096

Notice to the CSU shall be addressed as follows:

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

21. AMENDMENT

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

22. RECORDS

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

23. TERMINATION

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

24. REMEDIES UPON TERMINATION

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

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

25. SEVERABILITY

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

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

Approved on: 06/25/2026
Date

California State University San Marcos
By Ellen J. Neufeldt
Ellen J. Neufeldt, President

Executed on: 06/08/2026
Date

California State University San Marcos Foundation
By Michelle A. Clark
Michelle Clark, Executive Director

Executed on: 06/27/2026
Date

California State University
Office of the Chancellor
By Patrick J. Lenz
Patrick J. Lenz, Interim Executive Vice Chancellor and Chief Financial Officer

Exhibit 1 - ***Auxiliary Conflict of Interest policy*

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

Exhibit 3 - ***Auxiliary Constitution or Articles of Incorporation*

Exhibit 4 - ***University Delegation of Authority to Auxiliary regarding Administration of Grants and Contracts*

THE CALIFORNIA STATE UNIVERSITY SAN MARCOS FOUNDATION

CONFLICT OF INTEREST POLICY

PURPOSE

The California Education Code has specific requirements for the governing board of an auxiliary organization regarding conflict of interest. This Policy addresses those requirements.

A.

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.

B.

No contact or other transaction entered into by the governing board of an auxiliary organization is void under the provisions of section A, 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 be 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.

C.

The provisions of section B shall not be applicable if the circumstances specified in any of the following subdivisions exist:

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

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

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

D.

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

ANNUAL STATEMENT

Each year Board members are required to review the applicable portion of the California Education Code and attest that they do not have any conflicting financial interests.

ENFORCEMENT

If at any time, a Board member determines that a conflict of interest exists, he/she will disclose the circumstances to the Executive Director of the CSUSM Foundation, immediately.

If any member of the Board of Directors is found to be in violation of this Policy or the Financial Interest section of the California Education Code, that member will be given a reasonable period of time to resolve the conflict. In the event that the conflict cannot be resolved in a manner compliant with the California Education Code, the Director must resign from the Board.

THE CALIFORNIA STATE UNIVERSITY SAN MARCOS FOUNDATION

DESIGNATION AND USE OF PUBLIC RELATIONS FUNDS

Purpose:

Funds are provided through the Foundation for the purpose of public relations under the purview of Title 5. These funds, which materially affect the success of the University and the Foundation, are used to establish relationships with educational and surrounding communities and to foster public understanding and goodwill.

Sources of Funds:

Foundation funds, which may be used for public relations, are generated through gifts, various events, and University- and Foundation-sponsored activities. Specific allocations may also be made for campus and community relations by the University annually from the net revenues resulting from various events for campus and community outreach or public relations.

Use of Funds:

The use of funds is limited to those expenditures which promote the mission of the University.

Public Relations Allowable Expenses Guideline:

Allowable expenses fall into several categories, including but not limited to (see Grid of Allowable/Unallowable Expenditures for more specific guidelines):

1. Dues, memberships, and subscriptions providing continuing contact with key organizations
2. Meals and accommodations for visitors
3. Community affairs, lectures, conferences, meetings, and special events
4. Travel and constituent relations

Procedures:

1. All authorizations for reimbursement are vested in the Executive Director, CSUSMF or designee. Certain reimbursements also require the approval of the appropriate University Vice President (see Grid of Allowable/Unallowable Expenditures).
2. A purchase request or request for reimbursement must include the following:
   a. Name of the person requesting the expenditure and signature of the project director or department/division head.
   b. Complete description of the item(s) or service(s). For events, a brief description of the event and names of those attending or for events, the approximate number expected to attend.
   c. A brief statement of how the expenditure benefits the mission of the University (e.g., retreat for …., faculty convocation, donor meeting, flowers expressing sympathy, etc.)

d. Signature of University Vice President or designee (when required) and Foundation Executive Director or designee approving payment.

~~1662131~~ 3189157 05-08-2018 SW

FILED JRM
Secretary of State
State of California

NOV 13 2017

lcl

CERTIFICATE OF
AMENDED AND RESTATED ARTICLES OF INCORPORATION

The undersigned certify that:

1. They are the Chair of the Board and Secretary, respectively, of the California State University San Marcos Foundation, a California nonprofit public benefit corporation.

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

ARTICLE I
Corporate Name/Principal Office

The name of this corporation is:

CALIFORNIA STATE UNIVERSITY SAN MARCOS FOUNDATION.

The principal office for the transaction of the business of this corporation shall be in the City of San Marcos, County of San Diego, in the State of California.

ARTICLE II
Corporate Status

This corporation is a nonprofit public benefit corporation and is not organized for the private gain of any person. It is organized under the Nonprofit Public Benefit Corporation Law for public and charitable purposes.

ARTICLE III
Purposes

This corporation is organized, and at all times hereafter shall be operated as an auxiliary organization under Section 89000, et seq. of the California Education Code, in connection with, exclusively for the benefit of, to perform the functions of, or to carry out the mission of California State University San Marcos. This corporation is organized exclusively for educational and charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code or the corresponding provision of any future United States internal revenue law. The specific purposes for which this corporation is organized are:

(a) Support and enhance the vision, mission and values of the University;

(b) Develop and improve the facilities of the University for broader educational opportunities and service to students, alumni and the public;

(c) Take an active role in fundraising and development processes in support of the

University;

(d) Provide financial assistance to the University for its scientific, literary, educational and charitable purposes through gifts, loans and allocations to the University and its controlled affiliates;

(e) To establish and provide funding for scholarships and other student assistance programs to the University, and other programs essential to the academic mission of the University;

(f) Administer and manage gifts, bequests, devises, endowments, trusts and similar funds, and their investments;

(g) Promote a greater and better understanding of the University and its mission and accomplishments within the community; and

(h) Do any other act or thing and engage in and carry on any other activity in any manner connected with or incidental to, or calculated to promote, assist, aid or accomplish any of the aforesaid purposes.

ARTICLE IV
Conformity with Law

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

ARTICLE V
Exempt Status and Limitations on Activities

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

Despite any other provision in these articles, this corporation shall not engage in any activities or exercise any powers that are not in furtherance of the purposes of this corporation, and this corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from Federal income tax under Section 501 (c) (3) of the Internal Revenue Code or the corresponding provision of any future United States internal revenue law or (b) a corporation, contributions to which are deductible under Section 170 (c) (2) of the Internal Revenue Code or the corresponding provision of any future United States internal revenue law.

ARTICLE VI
Officers and Directors

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

ARTICLE VII
Members

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

ARTICLE VIII
Voting

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

ARTICLE IX
Irrevocable Dedication and Dissolution

All corporate property of this Corporation is irrevocably dedicated to the public purposes set forth in Article III. No part of the net earnings of this corporation shall ever inure to the benefit of any of its directors, trustees, officers, private shareholders or members, or to individuals.

On the winding up and dissolution of this corporation, and after paying or adequately providing for its debts and obligations, the remaining assets shall be distributed to a successor approved by the President of California State University San Marcos and by the Chancellor, as long as it is then described in Sections 170(b)(1)(A), 501(c)(3), and 509(a)(1) of the Internal Revenue Code (or corresponding provisions of any future federal internal revenue law.)

ARTICLE X
Amendments

The Articles of Incorporation of this corporation may be amended only by resolution of the Board of Directors adopted by a majority vote of the Board of Directors.

3. The foregoing Amended and Restated Articles of Incorporation has been approved by a resolution duly adopted by the required majority vote of the Board of Directors.

A0805571

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: October 6, 2017

Jack Raymond, Chair of the Board

Neal Hoss, Secretary

State of California
Secretary of State

FILING OFFICE
ADMINISTRATIVE ACTION STATEMENT

INTERNAL USE ONLY

1. Identification of the Record to which this FILING OFFICE STATEMENT relates.

1a. DOCUMENT # (IF ANY)	A0805571
1b. DATE RECORD FILED	11/13/2017
1c. FILE # TO WHICH THE RECORD RELATES	C3189157

FILED
Secretary of State
State of California
MAY 08 2018

The Above Space For Filing Office Use Only

2. Describe the inaccuracy or mistake on the part of the filing office.

Entity number error.

3. Describe filing office administrative action taken.

Corrected the entity number from C1662131.

FILING CLERK SW

FILING OFFICE COPY – FILING OFFICE ADMINISTRATIVE ACTION STATEMENT
FORM SHOULD BE TYPEWRITTEN OR COMPUTER GENERATED
BE FOS (REV 03/2011)

Exhibit 4 - ***University Delegation of Authority to Auxiliary regarding Administration of Grants and Contracts*

Administration of Grants and Contracts

Addendum to Auxiliary Operating Agreement

Between Trustees of the California State University,

California State University San Marcos

And

California State University San Marcos Foundation

This is an addendum to the Operating Agreement between the Trustees of the California State University (CSU) and **California State University San Marcos Foundation** (Auxiliary) serving **California State University San Marcos** (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]

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:

California State University San Marcos

Ellen J. Neufeldt ______________________ 06/25/2026

Ellen J. Neufeldt
President

Date

California State University San Marcos Foundation

Michelle A. Clark ______________________ 06/08/2026

Michelle Clark
Executive Director

Date

---

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

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