



# California Secretary of State

## Business Programs Division

1500 11th Street, Sacramento, CA 95814

**Request Type:** Certified Copies

**Entity Name:** ASSOCIATED STUDENTS OF CAL  
POLY HUMBOLDT

**Formed In:** CALIFORNIA

**Entity No.:** 1682405

**Entity Type:** Nonprofit Corporation - CA - Public  
Benefit

**Issuance Date:** 10/24/2022

**Copies Requested:** 1

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### Document Listing

Reference #	Date Filed	Filing Description	Number of Pages
B1189-4460	10/20/2022	Amendment - Name Change Only	1

\*\* \*\*\*\* \* End of list \*\*\*\*\* \*\*

I, SHIRLEY N. WEBER, PH.D., California Secretary of State, do hereby certify on the Issuance Date, the attached document(s) referenced above are true and correct copies and were filed in this office on the date(s) indicated above.



**IN WITNESS WHEREOF**, I execute this  
certificate and affix the Great Seal of the  
State of California on October 24, 2022.

**SHIRLEY N. WEBER, PH.D.**  
**Secretary of State**

To verify the issuance of this Certificate, use the Certificate No. above with the Secretary of State Certification Verification Search available at [bizfileOnline.sos.ca.gov](http://bizfileOnline.sos.ca.gov).



BA20220897484



**STATE OF CALIFORNIA**  
*Office of the Secretary of State*  
**CERTIFICATE OF AMENDMENT**  
**CA NONPROFIT CORPORATION**

California Secretary of State  
1500 11th Street  
Sacramento, California 95814  
(916) 653-3516

For Office Use Only

**-FILED-**

File No.: BA20220897484

Date Filed: 10/20/2022

## Corporation Details

Corporation Name

ASSOCIATED STUDENTS OF HUMBOLDT STATE  
UNIVERSITY

Entity No.

1682405

## Amendment Details

Article I of the Articles of Incorporation is amended to read:

Corporation Name

ASSOCIATED STUDENTS OF CAL POLY HUMBOLDT

## Approval Statements

## Approval Statements

- 1) The Board of Directors has approved the amendment of the Articles of Incorporation.
- 2) Member approval was by the required vote of the members (in accordance with California Corporations Code sections 5812, 7812, and 12502.)

## Signatures

- ☒ By signing, I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct of my own knowledge and that I am authorized by California law to sign.

*Chief Executive Officer, Treasurer**Francisco J. Valdez**09/30/2022*

Officer Title

Officer Signature

Date

*Chairperson of the Board**Juan Giovanni Guerrero**10/11/2022*

Officer Title

Officer Signature

Date

B1189-4460 10/20/2022 11:48 AM Received by California Secretary of State

**OPERATING AGREEMENT  
BETWEEN CALIFORNIA STATE UNIVERSITY  
AND ASSOCIATED STUDENTS OF HUMBOLDT STATE UNIVERSITY**

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 Humboldt State University (Auxiliary) serving Humboldt State University (Campus). The term of this agreement shall be January 1, 2018, through December 31, 2028. *The ten (10) Year Term will remain in effect unless sooner terminated as herein provided. This 10 year period may only be extended for financing or leasing purposes, and with the written approval of the CSU.*

**1. PURPOSE**

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

**2. PRIMARY FUNCTION(S) OF THE AUXILIARY**

In consideration of receiving recognition as an official CSU auxiliary organization, Auxiliary agrees, for the period covered by this agreement, that the primary function(s), which the Auxiliary is to manage, operate or administer is/are:

[X] Student Body Organization

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

1. Student Body Organization Programs
2. Instructionally related Programs and activities, including Radio, Newspapers, Films, and other Instructionally Related Programs and 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 Campus. Auxiliary further agrees that it shall not perform any of the functions listed in CCR tit.5, §42500 unless the function has been specifically assigned in this operating agreement with the Campus. Prior to initiating any additional functions, Auxiliary understands and

agrees that CSU and Auxiliary must amend this agreement in accordance with Section 21, *Amendment*.

### **3. CAMPUS OVERSIGHT AND OPERATIONAL REVIEW**

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

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

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

- A. Exhibit A:** CSU Auxiliary Organizations Compliance Guide
- B. Exhibit B:** CSU Auxiliary Organizations Sound Business Practices Guidelines

In addition, the auxiliary will provide the following:

- a. **Exhibit C:** Letter of Attestation, attesting to their compliance with the above mentioned Exhibits A and B; annually, on or before July 1<sup>st</sup>.
- b. Review of both internal controls and proper segregation of duties to be reported to the Campus President or designee and the Auxiliary's Board of Directors; annually, on or before July 1<sup>st</sup>.
- c. Quarterly financial statements with supporting transactional data to the Campus chief financial officer or designee.

### **4. OPERATIONAL COMPLIANCE**

Auxiliary agrees to maintain and operate its organization in accordance with all applicable laws, regulations and CSU and Campus rules, regulations and policies. Failure of Auxiliary to comply with any term of this agreement may result in the removal,



suspension or probation of Auxiliary as an auxiliary organization in good standing. Such action by CSU may result in the limitation or removal of Auxiliary's right to utilize the CSU or campus name, resources and facilities (CCR tit.5, §42406).

## **5. CONFLICT OF INTEREST**

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

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

## **6. EXPENDITURES AUGMENTING CSU APPROPRIATIONS**

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

## **7. FISCAL AUDITS**

Auxiliary agrees to comply with CSU policy and the provisions of CCR tit.5, §42408, regarding fiscal audits. All fiscal audits shall be conducted by auditors meeting the guidelines established the Integrated CSU Administrative Manual (ICSUAM).

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

## **8. USE OF NAME**

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

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

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

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

#### **9. CHANGE OR MODIFICATION OF CORPORATE STATUS**

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

#### **10. FAIR EMPLOYMENT PRACTICES**

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

#### **11. BACKGROUND CHECK POLICY COMPLIANCE**

In compliance with governing laws and CSU policy, Auxiliary shall confirm that background checks are completed for all new hires and for those independent contractors, consultants, outside entities, volunteers and existing employees in positions requiring background checks as set forth in CSU systemwide policy. Auxiliary will provide confirmation of completed and cleared background checks to the University President/Chancellor upon request, or as established by campus policy. (See HR 2016-08).

#### **12. DISPOSITION OF ASSETS**

Attached hereto as **Attachment 3** is a copy of Auxiliary's Constitution or Articles of Incorporation (as applicable) which, in accordance with CCR tit.5, §42600, establishes



that upon dissolution of Auxiliary, the net assets other than trust funds shall be distributed *to the CSU or to another affiliated entity subject to financial accounting and reporting standards issued by the Government Accounting Standards Board*. Auxiliary agrees to maintain this provision as part of its Constitution or Articles of Incorporation. In the event Auxiliary should change this provision to make other dispositions possible, this agreement shall terminate as of the date immediately preceding the date such change becomes effective.

### **13. USE OF CAMPUS FACILITIES**

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

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

### **14. CONTRACTS FOR CAMPUS SERVICES**

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

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

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

### **16. FINANCIAL CONTROLS**

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

## **17. ACCEPTANCE, ADMINISTRATION, AND USE OF GIFTS**

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

### **A. Authority to Accept Gifts**

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

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

### **B. Reporting Standards**

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

## **18. INDEMNIFICATION**

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

## **19. INSURANCE**

Auxiliary shall maintain insurance protecting the CSU and Campus as provided in this section. CSU's Systemwide Office of Risk Management shall establish minimum insurance requirements for auxiliaries, based on the insurance requirements in [Technical Letter RM 2012-01](#) or its successor then in effect. Auxiliary agrees to maintain at least these minimum insurance requirements.

Auxiliary's participation in a coverage program of the California State University Risk Management Authority (CSURMA) shall fully comply with the insurance requirement for each type of required coverage (which may include but not be limited to, general liability, auto liability, directors and officers liability, fiduciary liability, professional



liability, employer's liability, pollution liability, workers' compensation, fidelity, property and any other coverage necessary based on Auxiliary's operations). Auxiliary shall ensure that CSU and Campus are named as additional insured or loss payee as its interests may appear.

## **20. NOTICES**

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

Notice to Auxiliary shall be addressed as follows:

Associated Students of Humboldt State University  
1 Harpst Street  
Arcata, California 95521

Notice to the CSU shall be addressed to:

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

Notice to the Campus shall be addressed as follows:

Office of the President  
Humboldt State University  
1 Harpst Street  
Arcata, California 95521

## **21. AMENDMENT**

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

## **22. RECORDS**

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

## **23. TERMINATION**

CSU may terminate this agreement upon Auxiliary's breach of or failure to comply with any term of this agreement by providing Auxiliary with a minimum of ninety (90) days

advance written notice. Auxiliary may use the ninety-day advance notice period to cure the breach. If, in the judgment of CSU, the breach has been cured, the termination notice will be cancelled.

#### 24. REMEDIES UPON TERMINATION

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

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

#### 25. SEVERABILITY

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

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

Approved: Dec 20, 2017

Humboldt State University

By

Lisa A. Boshart  
President

Executed on Dec 4, 2017

Associated Students of Humboldt State University

By

Justin Lund  
Executive Director

Executed on \_\_\_\_\_, 2017

California State University

Office of the Chancellor

Contract Services and Procurement

By

J. DeFariano  
Contract Mgr

<b>Associated Students Of Humboldt State University</b> <b>Policy Manual</b>	<b>Section No. <u>100</u></b> <b>Document No. <u>101</u></b>
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Section: **Policy Statement - Administrative**

Subject: **Conflict of Interest Policy**

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**Purpose:** Members of the governing board have a duty of care to act in good faith toward the best interests of the organization and a duty of loyalty to protect the organization from harm. Council members must therefore refrain from action that use the board member's position and influence for personal gain at the expense of the organization.

**New/Revised:** April 4, 2014, April 11, 2016

**Council Adoption Date:** February 5, 2001

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## **I. Background**

In accordance with California Education Code, Sections 89906, 89907, 89908 and 89909, all Executive Officers and Representatives shall submit a certification of "Conflict of Interest" statement and return it to the Associated Students Executive Director.

## **II. Policy**

Board members shall abide by Conflict of Interest regulations as outlined in the California Education Code, applicable Section of which are set forth below.

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

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

(a) The fact of such financial interest is disclosed or known to the governing board and noted in the minutes, and the governing board thereafter authorizes, approves, or ratifies the contract or transaction in good faith by a vote sufficient for the purpose without counting the vote or votes of such financially interested member or members, and



(b) The contract or transaction is just and reasonable as to the auxiliary organization at the time it is authorized or approved.

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

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

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

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

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

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

### **III. Acknowledgement**

Board members shall sign an acknowledgement on an annual basis attesting that they are not involved in any transaction or relationship that involves a prohibited financial interest as describes in, and not exempted from, Education Code 89906.

### **IV. Potential Conflict**

Board members shall consult with general counsel regarding any existing or proposed transaction that may constitute a conflict that would violate 89906 and, in the case of a proposed transaction, whether to present the proposed transition to the governing board for possible approval in accordance with 89907, if available, or whether the proposed transaction should be pursued.

### **V. Disclosure Procedure**

If a Conflict of Interest is deemed to exist, it shall be reported to the Board of Finance. The Board of Finance shall recommend to the governing board a proposed course of action. The governing board shall discuss the matter in open session at a regular meeting, allowing any director with a Conflict of Interest to provide an



explanation. The Board shall then by majority vote (not including the vote of any director with a Conflict of Interest) take action regarding the matter. Such action may include, but is not limited to, validation of the transaction pursuant to 89907, if available, validation of the transaction with condition, censure or removal of the director, rescission of the transaction, or any other action deemed appropriate by the governing board.

## **VI. Officers and Key Employees**

Officers and key employees shall be held to the same Conflict of Interest Standards as board members and shall sign an acknowledgement on an annual basis attesting that they are not involved in any transaction or relationship described in California Education Code Sections 89906-89909.

## **VII. Family and Business Relationships.**

Any family and business relationships between officers, directors, and key employees, and certain businesses they own or control shall be reported as necessary on the IRS 990 annual filing.

## **IX. Procedure to Submit Statement**

Each member shall sign a statement at the time he/she assumes their official duties and annually thereafter annually sign a statement, which affirms that such member:

1. Has received a copy of the Policy
2. Has read and understands the Policy
3. Has agreed to comply with the Policy

Statements shall be retained in the Associated Students Administrative Office.

## **X. Conflict of Interest Statement**

I hereby certify that I have received a copy of the Conflict of Interest Policy for Executive Officers and Representatives. I have read, understand and agree to comply with the Policy.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name



<b>Associated Students Of Humboldt State University</b> <b>Policy Manual</b>	<b>Section No. <u>200</u></b> <b>Document No. <u>206</u></b>
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**Section:**     **Policy Statement - Fiscal**

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

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

**New/Revised:**     March 8, 2002

**Council Adoption Date:**   March 8, 2002

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## **I.     Policy**

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

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

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

## **III.   Solicitation**

Funds may be solicited from any entity provided that any funds received will be deposited fully with the Associated Students. In accepting contributions, potential costs incurred by the Associated Students in future maintenance on the donations must be addressed prior to acceptance.

## **IV.    Allowable Expenditures**

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

**V. Accounting Control**

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

**VI. Required Signature Authority**

All public relations expenditures require approval of the General Manager and the Administrative Vice President.



A0735060

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

NOV 14 2012

**ASSOCIATED STUDENTS OF HUMBOLDT STATE UNIVERSITY  
CERTIFICATE OF AMENDMENT  
ARTICLES OF INCORPORATION  
CORPORATION NO. C1682405**

The undersigned certify that:


1. They are the President and Secretary/Treasurer, respectively, of Associated **Students of Humboldt State University**, a California corporation.
2. Article VII/<sup>B</sup> of the Articles of Incorporation of the corporation is amended to read as follows:

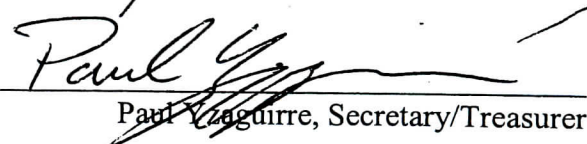
**B. Upon the dissolution of this corporation, net assets, other than trust funds, shall be distributed to one or more nonprofit corporations organized and operated for the benefit of Humboldt State University, and approved by the President of the University and the Chancellor of the California State University. Such corporation or corporations must be qualified for federal income tax exemption under Section 501(c) (3) of the United States Internal Revenue Code of 1986 and be organized and operated exclusively for educational purposes. In the alternative, upon dissolution of the corporation, net assets, other than trust funds, shall be distributed to Humboldt State University.**

3. The foregoing amendment of Articles of Incorporation has been duly approved by the Board of Directors.
4. The foregoing amendment has 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: 11/12/12

  
Ellyn Henderson, President

  
Paul Yzaguirre, Secretary/Treasurer

1682405



State  
of  
California

OFFICE OF THE SECRETARY OF STATE

## CORPORATION DIVISION

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

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

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

MAR -6 1991



*March Fong Eu*

Secretary of State

1682405

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

MAR 1 1991

MARCH FONG EU, Secretary of State

ARTICLES OF INCORPORATION  
OF  
ASSOCIATED STUDENTS OF  
HUMBOLDT STATE UNIVERSITY

ARTICLE I

The name of this Corporation is:

ASSOCIATED STUDENTS OF  
HUMBOLDT STATE UNIVERSITY

ARTICLE II

Purposes and Powers

- A. This Corporation is a nonprofit public benefit corporation and is not organized for the private gain of any person. It is organized under the Nonprofit Public Benefit Corporation Law for charitable purposes.
- B. The specific purpose of this Corporation is to provide a means for responsible and effective participation in the governance of the campus; provide an official voice through which students' opinions may be expressed, foster awareness of this opinion both on and off campus, assist in the protection of the rights and interests of the individual student and the student body, provide services and programs as deemed necessary by the Corporation to meet the needs of the student and campus community, and stimulate the



educational, social, physical, and cultural well-being of the University community.

C. This Corporation shall have all benefits, privileges, rights and powers created, given, extended or conferred upon nonprofit corporations by the provisions of the California Nonprofit Public Benefit Corporation Law, all other applicable laws and any additions or amendments thereto.

#### **ARTICLE III**

##### **Conformity with Regulations**

This Corporation shall conduct its operations in conformity with regulations established by the Board of Trustees of the California State University as required by the Education Code, Section 89900(c) and it shall be operated as an integral part of the University as required by the California Code of Regulations Title 5, Section 42401.

#### **ARTICLE IV**

##### **Exempt Status and Limitations on Activities**

A. This Corporation is organized and operated exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code.

B. Notwithstanding any other provision of these Articles,



the Corporation shall not carry on any other activities not permitted to be carried on (a) by a Corporation exempt from Federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986 or (b) by a corporation contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code of 1986.

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

#### **ARTICLE V** Officers and Directors

A. The manner in which Officers and Directors shall be chosen and removed from office, their qualifications, number, powers, duties, compensation, the manner of filling vacancies on the Board, and the manner of calling and holding meetings of Directors, shall be stated as in the Constitution and/or Code.

B. Officers and Directors of this Corporation are not liable

for the debts, liabilities, or obligations of this Corporation.

**ARTICLE VI**  
Members

Membership of this Corporation is granted to all Humboldt State University students upon payment of the Associated Students membership fee.

Members of this Corporation are not liable for the debts, liabilities, or obligations of this Corporation.

**ARTICLE VII**  
Dedication and Dissolution

A. This Corporation is not organized, nor shall it be operated, for pecuniary gain or profit, and does not contemplate the distribution of gains, profits or dividends to its members or to any private shareholder or individual. The property, assets, profits, and net income of this Corporation are irrevocably dedicated to the charitable purposes set forth in Article II, and no part of the profits or net income or assets of this Corporation shall ever inure to the benefit of any private shareholder or individual.

B. Upon the dissolution of this Corporation, net assets, other than trust funds, shall be distributed to one or more nonprofit corporations organized and operated for the benefit of Humboldt State University, and approved by the President of the University and the Board of Trustees of the California State University. Such corporation or corporations must be qualified for Federal income tax exemption under Section 501 (c) (3) of the United States Internal Revenue Code of 1986 and be organized and operated exclusively for educational purposes. In the alternative, upon dissolution of the corporation, net assets other than trust funds shall be distributed to Humboldt State University.

#### **ARTICLE VIII**

##### **Initial Agent for Services of Process**

The name and address in the State of California of this Corporation's initial agent for service of process is:

John W. Francis  
1901 East Lambert Road, Ste 100  
La Habra, CA 90631

#### **ARTICLE IX**

##### **Amendments**

A. There shall be two methods of proposing an amendment to



these Articles of Incorporation:

1. An affirmative vote of at least two-thirds (2/3) of a quorum of Council.

2. A petition bearing the signatures of at least ten (10) percent of the total regular membership of the Associated Students.

B. Amendments must then be approved by two-thirds (2/3) of the total votes cast on this issue at any special or regular election held during the Fall or Spring semesters.

**ARTICLE X**

Name of Unincorporated Association

The name of the existing unincorporated association, now being incorporated by the filing of these Articles of

Incorporation, is:

**THE ASSOCIATED STUDENTS OF  
HUMBOLDT STATE UNIVERSITY**

Dated 12-14-90

Randy M. Villa-Ramirez  
Randy M. Villa-Ramirez, Incorporator


Daniel S. Close  
Daniel Close, Incorporator

**DECLARATION**

Randy M. Villa-Ramirez and Daniel Close declare under penalty of perjury under the laws of the State of California that they are the President and Secretary, respectively, of THE ASSOCIATED STUDENTS OF HUMBOLDT STATE UNIVERSITY, the unincorporated association referred to in the Articles of Incorporation to which this declaration is attached, and that said association has duly authorized its incorporation by means of said Articles of Incorporation.

Dated 12-14-90

  
Randy M. Villa-Ramirez, President

  
Daniel Close, Secretary

