

FIRST AMENDMENT TO OPERATING AGREEMENT

THIS FIRST AMENDMENT TO THE OPERATING AGREEMENT (this “**First Amendment**”) is made and entered into effective as of July 31, 2024 (the “**Effective Date**”) by and between the Trustees of the California State University by their duly qualified Chancellor (**CSU**) and CI University Auxiliary Services, Inc. (**Auxiliary**) serving California State University Channel Islands (**Campus**).

WHEREAS, CSU, Auxiliary, and Campus entered into an Operating Agreement on August 1, 2019. (“Operating Agreement”)

WHEREAS, the purpose of the Operating Agreement is to set forth the terms and conditions under which Auxiliary may operate as an auxiliary organization, and by entering into the Operating Agreement, CSU finds that certain functions important to its mission are more effectively accomplished by the use of an Auxiliary rather than by the Campus under the usual state procedures.

WHEREAS, CSU, Auxiliary and Campus wish to extend the term of the Operating Agreement to allow for the completion of a new Operating Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CSU, Auxiliary and Campus agree as follows:

1. Modification of Term: The First paragraph of the Operating Agreement shall be modified to include the following language.


“The term of this agreement shall be from July 31, 2024, through July 30, 2025 unless terminated sooner.”
2. No Further Modification. Except as set forth in this First Amendment, all of the terms and provisions of the Operating Agreement shall remain unmodified and in full force and effect.
3. Counterparts. This First Amendment may be executed in multiple counterparts, each of which is to be deemed original for all purposes, but all of which together shall constitute one and the same instrument. Executed counterparts delivered by facsimile or email/PDF shall have the same force and effect as wet-signed original counterparts.

[signatures to follow]

IN WITNESS WHEREOF, this First Amendment has been executed by CSU, Auxiliary and Campus.

Approved on 08/06/2024

California State University
Channel Islands

By: 
Vice President for Business
and Financial Affairs


Executed on 07/23/2024

CI University Auxiliary Services
Inc.

By: 
Executive Director

Executed on Aug 6, 2024

California State University
Office of the Chancellor

By: 
Bradley Wells (Aug 6, 2024 16:09 PDT)
Bradley Wells
Associate Vice Chancellor

**OPERATING AGREEMENT
BETWEEN CALIFORNIA STATE UNIVERSITY
AND CI UNIVERSITY AUXILIARY SERVICES, INC.**

This agreement is made and entered into by and between the Trustees of the California State University by their duly qualified Chancellor (CSU) and CI University Auxiliary Services, Inc. (Auxiliary) serving California State University Channel Islands (Campus). The term of this agreement shall be from August 1, 2019, through July 31, 2024, unless sooner terminated as herein provided.

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:

- Student Body Organization
- Student Union
- Housing
- Philanthropic
- Externally Funded Projects
- Real Property Acquisition / Real Property Development
- Commercial

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. Bookstores, Food Services, and Campus Services, which includes: oversight of contracted bookstore operations; provision of a comprehensive dining services program for students and the Campus community; vending operations and on- and off-site catering; and additional auxiliary programs and services as mutually agreed upon with

Campus, including but not limited to the campus-wide, self-funded copier program and the One Card services program.

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.

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. [INTENTIONALLY LEFT BLANK]

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, the Campus seal and 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 2** 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 a successor approved by the president of the campus and by the CSU Chancellor. 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.

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 include general liability, auto liability, directors' and officers' liability, fiduciary liability, professional liability, employer's liability, pollution liability, workers' compensation, fidelity, property and any other coverages necessary based on the Auxiliaries operations. Auxiliary shall ensure that CSU and Campus are scheduled as additional insured or loss payee as its interests may appear. Required coverage is:

- General Liability: comprehensive or commercial form minimum limits each occurrence \$5,000,000, General Aggregate \$10,000,000, Products/Completed Operations Aggregate \$5,000,000.
- Business Automobile Liability: minimum limits for Owned, Scheduled, Non-Owned, or Hired Automobiles with a combined single limit of not less than \$1,000,000 per occurrence.

- Workers' Compensation: as required under California State Law with Employer's Liability \$1,000,000.
- Hold Harmless Provision: Auxiliary agrees to indemnify, defend, and save harmless the State of California, the Trustees of the California State University, CSU Channel Islands and the officers, employees, volunteers and agents of each of them (all of which are hereinafter referred to as "State") from any and all loss, damage, or liability that may be suffered or incurred by State, caused by, arising out of, or in any way connected with the operations of Auxiliary.
- Auxiliary shall furnish the Campus with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Campus before work commences. The Campus reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.
- Auxiliary shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

The General Liability and Automobile Liability policies above are to contain, or be endorsed to contain, the following provisions: 1) The Campus, its trustees, officers, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Auxiliary; and with respect to liability arising out of work or operations performed by or on behalf of the Auxiliary including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Auxiliary's insurance.

For any claims related to a project, the Auxiliary's insurance coverage shall be primary insurance as respects the Campus, its trustees, officers, employees, and volunteers. Any insurance or self-insurance maintained by the Campus, its trustees, officers, employees, or volunteers shall be excess of the Auxiliary's insurance and shall not contribute with it.

All insurance required under this agreement shall contain an endorsement naming the State of California, the Trustees of the California State University, CSU Channel Islands, and the officers, agents and employees of each of them as additional insureds.

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:

CI University Auxiliary Services, Inc.
One University Drive,
Camarillo, CA 93012

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
California State University Channel Islands
One University Drive
Camarillo, CA 93012

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

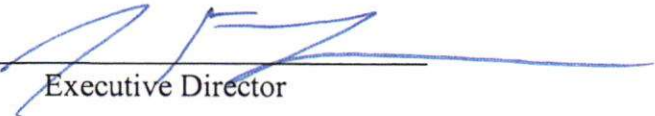
If any section or provision of this Agreement is held illegal, unenforceable or in conflict with any law by a court of competent jurisdiction, such section or provision shall be deemed severed and the validity of the remainder of this Agreement shall not be affected thereby.

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


Approved on: 16 AUG 2019 *California State University Channel Islands*


By 
Vice President for Business & Financial
Affairs

Executed on: 8/16/19 *University Auxiliary Services Inc.*

By 
Executive Director

Executed on: 8/29/19 *California State University
Office of the Chancellor
Contract Services and Procurement*

By 
Darryl Dearborn, Associate Director

	<p><u>POLICY</u> <u>AND</u> <u>PROCEDURE</u> <u>MANUAL</u></p>	<p>University Glen Corporation 45 Rincon Drive #104-A Camarillo, California, 93012</p> <p>805-384-9228 Office 805-384-0717 Fax</p>
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DATE: June 1, 2008

POLICY NUMBER: 7.10

POLICY NAME: **Conflict of Interest Policy**

I. AUTHORITY

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

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

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

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

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

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

interest to the governing board at a public meeting of the board, influences or attempts to influence another member or members of the board to enter into the contract or transaction.

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

The purchase or lease of a home in University Glen shall not be considered a conflict of interest under any circumstances.

II. PURPOSE

UGC is a legal entity under State law and subject to specific statutes, regulations, and policies of State, Federal, and some times local governments. To the extent that non-State funded activities occur on a campus, the campus President is directly responsible by State statute for ascertaining that all expenditures by UGC are in accordance with policies of the trustees, and to require that the UGC operate in conformity with policy of the Board of Trustees, the California Education Code and the campus.

UGC is to operate in accordance with applicable regulations and policies of the CSU Board of Trustees, the California Education Code and the campus. Even though auxiliary organizations may be organized as corporations, they are first and foremost auxiliary organizations of the CSU and must therefore operate pursuant to the specific statues and regulations applicable to auxiliary organizations.

Based upon the authority cited above, UGC is required to adopt a conflict of interest policy and procedures for members of their governing boards and employees.

Furthermore, members of the Board of Directors and officers of UGC serve the public trust and have a clear obligation to fulfill their responsibilities in a manner consistent with this fact. All decisions of the Board and officers are to be made solely on the basis of a desire to promote the best interest of UGC and the California State University Channel Islands and the public good. The integrity of UGC and the California State University Channel Islands must be protected and advanced at all times.

Most potential conflicts are and will be deemed to be inconsequential, it is everyone's responsibility to ensure that the Board is made aware of situations that involve personal, familial, or business relationships that may be troublesome for UGC or California State University Channel Islands. Thus, the Board requires each director and officer annually (1) to review this policy; (2) to disclose any possible personal, familial, or business relationships that reasonably could give rise to a conflict of interest involving UGC or California State University Channel Islands; and (3) to acknowledge by his or her signature that he or she is in accordance with the letter and spirit of this policy.

III. POLICY GOVERNING BOARD OF DIRECTORS AND EMPLOYEES

No member of the governing board of directors or employees of University Glen Corporation shall be financially interested in any contract or other transaction entered into by the governing board that is not in accordance with the conflict of interest provisions set forth in Education Code 89906-89909.

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

IV. RESTRAINT ON PARTICIPATION. Directors or officers who have declared or have been found to have a conflict of interest shall refrain from consideration of proposed transactions, unless for special reasons the board or administration requests information or interpretation. Persons with conflicts shall not vote, participate in discussion, nor be present at the time of the vote. Any proposed transaction in which a conflict of interest has been declared or found to exist must be approved by a majority of the disinterested members of the Board or the appropriate committee of the Board after disclosure of the conflict of interest.

V. REPORTING

University Glen Corporation Board of Directors shall provide to the Executive Director of the University Glen Corporation with a Conflict of Interest Statement indicating compliance with this policy. This report shall be forwarded annually by June 15. Violations of the conflict of interest policy shall be reported upon discovery. All directors and officers are required to disclose only those substantive relationships that they maintain (or members of their family maintain) with organizations that do business with UGC, California State University Channel Islands, or any related or affiliated organization, or which otherwise could be construed to potentially affect their independent, unbiased judgment in light of their decision-making authority or responsibility.

Any uncertainties as to the appropriateness of listing a particular relationship may be resolved by consultation with the Chair of UGC, who in turn may consult with legal counsel or the Board of Directors in executive session. Information disclosed or provided by any person pursuant to this policy shall be held in confidence except when, after consultation with that person, the best interests of UGC or California State University Channel Islands would be served by disclosure.

VI. DEFINITIONS

"Business Relationship" - one in which a director, officer, family member is an officer, director, employee, partner, trustee, controlling stockholder, or the actual or beneficial owner of more than 5% of the voting interest of an organization.

"Conflict of Interest"- a conflict of interest is defined as participating in or making decisions which could reasonably affect a person's economic interests in a material way and that such participation would impact the person's economic interest differently than other persons with the same association with the auxiliary organization.

"Family Member" - a spouse, parent(s), sibling(s), child(ren) or any other relative of a director or officer if the latter resides in the same household as the director or officer.

"Substantive Relationship" - one in which a director, officer or family member, or an organization with which the director, officer, or family member has a business relationship,

- (1) does substantial business with UGC, California State University Channel Islands, or any related or affiliated organization or
- (2) has other direct or indirect dealings with UGC, California State University Channel Islands, or any related or affiliated organization from which the director, officer or family member benefits directly, indirectly or potentially from cash or property receipts totaling \$10,000 or more annually.

"Statement of Compliance" - The annual statement signed by each member of an auxiliary governing board which signifies that they have read and understood the provisions set forth in Education Code Sections 89906-89909 and are not financially interested in any contract or other transaction entered into by the University Glen Corporation.



University Glen Corporation
45 Rincon Drive, Suite 104-A
Camarillo, California, 93012

805-437-2670 Office
805-437-2681 Fax

RESTATED ARTICLES OF INCORPORATION
OF
UNIVERSITY GLEN CORPORATION

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

OCT 09 2012

The undersigned certify that:

1. They are the Chair of the Board and Secretary, respectively, of UNIVERSITY GLEN CORPORATION, a California nonprofit public benefit corporation.
2. The Articles of Incorporation are hereby amended and restated to read as follows:

ARTICLE I
NAME

The name of this Corporation is:

UNIVERSITY GLEN CORPORATION

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 purposes.

ARTICLE III
PURPOSES

The charitable purposes for which this corporation is organized and will be operated exclusively are to perform the functions of, and to carry out the mission and educational programs that benefit California State University, Channel Islands (CI). This corporation is organized exclusively for charitable purposes within the meaning of §501(c)(3) of the Internal Revenue Code of 1986, as amended.

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

ARTICLE IV
CONFORMITY WITH LAW

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

ARTICLE V
EXEMPT STATUS AND LIMITATIONS ON ACTIVITIES

This corporation is organized and operated exclusively for the charitable purposes described in Article III, and it shall be nonprofit and nonpartisan.

Nothing in Article III shall be construed as allowing the University Glen Corporation to carry on any other activities not permitted to be carried on (1) by a corporation exempt from federal income tax under §501(c)(3) of the Internal Revenue Code of 1986, as amended, or (2) by corporation contributions which are deductible under §§170(c)(2), 2055(a)(2), 2106(a)(2)(A)(ii), 2522(a)(2), or 2522(b)(2) of the Internal Revenue Code.

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

ARTICLE VI
DIRECTORS

The number of Directors, their qualifications, powers, duties, terms of office, manner of removal and filling vacancies on the Board, and the manner of calling and holding meetings of Directors, shall be as stated in the Bylaws; provided that all voting Directors, other than ex-officio voting Directors, shall be appointed by the President of California State University, Channel Islands, to insure that this Corporation operates in conformity with the policies of California State University.

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 (1) vote. There shall be no proxy voting permitted for the transaction of any of the business of this Corporation.

ARTICLE IX
IRREVOCABLE DEDICATION AND DISSOLUTION

The property of this corporation is irrevocably dedicated to charitable purposes. No part of the net income or assets of this corporation shall ever inure to the benefit of its directors or officers, or to any private person, except that the University Glen Corporation is 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.

Upon dissolution or winding up of this corporation, net assets remaining after payment, or provision for payment, of all debts and liabilities of this corporation, other than trust funds shall be distributed to one or more nonprofit corporations organized and operated for the benefit of the California State University, Channel Islands as approved by the President of the University and by the Chancellor of the California State University. Such nonprofit corporation or corporations must be qualified for Federal income tax exemption under §501(c)(3) of the Internal Revenue Code of 1986, as amended, and have established its tax exempt status under §23701d of the California Revenue and Taxation Code, as amended, be organized and operated exclusively for charitable or educational purposes, and meet the requirement for exemption specified in §214 of the California Revenue and Taxation Code.

ARTICLE X
AMENDMENT

The Articles of Incorporation of this Corporation shall be amended only by a majority vote of the total voting membership of the Board of Directors of this Corporation, subject to the approval of the President of California State University, Channel Islands.

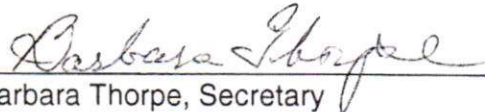
3. The foregoing Amendment and Restatement of the Articles of Incorporation has been duly approved by the Board of Directors and President of California State University, Channel Islands
4. This Corporation has no members.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

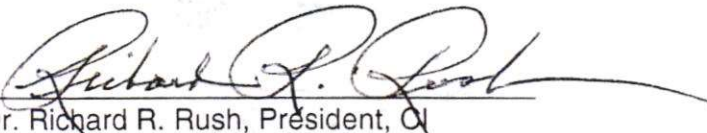
Dated: August 23, 2012



David Press, Chair of the Board



Barbara Thorpe, Secretary



Dr. Richard R. Rush, President, CI



I hereby certify that the foregoing transcript of 3 page(s) is a full, true and correct copy of the original record in the custody of the California Secretary of State's office.

OCT 24 2012

Date: _____

Debra Bowen
DEBRA BOWEN, Secretary of State