



#### ADDENDUM VIII

# to MOU between Cal Poly Humboldt and the College of the Redwoods <u>Cal Poly Humboldt Student Housing</u>

This Addendum VIII ("Agreement") is made and entered into of September 23, 2025, by and between Cal Poly Humboldt, a California State Polytechnic University ("Cal Poly Humboldt"), and College of the Redwoods ("CR"), (collectively, the "Parties"), and is made for the purposes set forth below.

#### **Recitals**

Whereas, Cal Poly Humboldt owns and operates student housing facilities; and

**Whereas,** College of the Redwoods desires to provide its students with the opportunity to reside in Cal Poly Humboldt student housing; and

Whereas, Cal Poly Humboldt is willing to make such housing available to CR students, subject to the terms and conditions set forth herein;

**Now, therefore,** the parties agree as follows:

#### **Terms and Conditions**

# 1. Housing Availability

Cal Poly Humboldt agrees to permit eligible CR students to apply for and reside in Cal Poly Humboldt student housing, subject to availability and Cal Poly Humboldt's housing assignment processes.

# 2. Compliance with Policies

CR students residing in Cal Poly Humboldt housing shall be subject to and must comply with all Cal Poly Humboldt rules, regulations, policies, and procedures, including but not limited to the Cal Poly Humboldt Student Code of Conduct, Housing and Residence Life Housing & Dining Agreement, and all applicable CSU policies.

## 3. Fees and Payment

- a. CR agrees to pay Cal Poly Humboldt the standard room rates applicable to Cal Poly Humboldt students for each CR student placed in housing.
- b. CR students residing in Cal Poly Humboldt housing shall be required to select from the meal plan options offered by Cal Poly Humboldt. CR agrees to pay Cal Poly Humboldt the standard meal plan charges of the selected meal plan.
- c. Payment shall be made on the same schedule and under the same terms as Cal Poly Humboldt requires of its students, unless otherwise agreed in writing by the Parties.





# 4. Term

This Addendum shall be effective as of August 16, 2025, and shall remain in effect for the duration of the MOU between the Parties dated November 22, 2019, and renewed on November 22, 2025, which is scheduled to terminate on November 22, 2029, unless earlier terminated in accordance with the provisions of the MOU or this Addendum.

# 5. Insurance and Liability

- a. Each Party shall maintain appropriate insurance coverage to protect against claims arising out of its own acts or omissions under this Agreement.
- b. CR students shall be solely responsible for their personal property and are encouraged to obtain renter's insurance.
  - c. Neither Party shall be liable for the acts or omissions of students.

# 6. Student Records and Confidentiality

The Parties agree to comply with the Family Educational Rights and Privacy Act (FERPA) and other applicable laws regarding the privacy of student information.

#### 7. Termination

This Addendum may be terminated consistent with the termination provisions of the MOU. In the event of termination, students residing in Cal Poly Humboldt housing will be allowed to complete the current housing term, unless otherwise required to vacate earlier by law or Cal Poly Humboldt policy.

### 8. Amendments

This Agreement may only be amended or modified by written instrument executed by authorized representatives of each of the Parties. The Parties agree to negotiate in good faith mutually acceptable modifications of this Agreement as may deemed appropriate by the Parties consistent with the intent and purpose of this Agreement.

#### 9. Entire Agreement

This Agreement represents the entire agreement between Cal Poly Humboldt and CR concerning Cal Poly Humboldt student housing and supersedes all prior negotiations, representations or agreements, either written or oral.

### 10. Authorization

Each person signing below represents that they are duly authorized to bind the party they represent.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed by the signatures of their duly authorized representatives as of the date signed below.





Keith Flamer (Sep 23, 2025 12:10:19 PDT)

Dr. Keith Flamer, President College of the Redwoods Dw#23/2025 Dr. Michael Spagna, President

Cal Poly Humboldt Date: 09/23/2025

Michael E. Jugar