



Executive Committee Meeting

University of California College of the Law, San Francisco
<https://uchastings.zoom.us/j/95140974096> or; Willkie Farr & Gallagher 333
Bush St. San Francisco, CA 94104
2024-08-01 09:30 - 10:30 PDT

Table of Contents

1. Roll Call

2. Public Comment

(10 minutes) This is an opportunity for members of the public to comment on agenda items. Public comment on any agenda item will be limited to no more than three minutes per speaker and 10 minutes total. Groups or organizations that wish to comment on a particular item are encouraged to have a single representative speak for no more than three minutes. These limits can be varied at the discretion of the Chair. Persons who wish to speak on matters not on the agenda should make their request in writing to the General Counsel and Secretary of the College.

3. Update on hiring for the Chief Advancement Officer

4. Student Success Strategies.....2

7.15.24 AD re Bar Success Proposals and Questions.pdf.....2

5. Legal Updates: UAW – Student Union.....4

Settlement of Petition.pdf.....4

6. Real Estate Acquisition: Campus Expansion

7. Adjournment

MEMORANDUM

To: File
 From: Morris Ratner
 Date: July 15, 2024
 Re: Updated Bar Success Initiatives and Questions Grid

The table, below, lays out proposals we have discussed and research questions to be answered before the September 13 retreat.

Topic	Possible proposals	Questions
Grading	<ol style="list-style-type: none"> 1. Modification of curve (e.g., required or allowed grades below B-) 2. Required or presumptive course-level GPA means 3. Required or presumptive spread of grades below B- 4. More specificity re the “range of grades” requirement in classes of < 30 students 	<ol style="list-style-type: none"> 1. What are current grading practices under existing policies (mean GPAs, variation in means, etc.)? 2. Can we quantify grade inflation since 2020? 3. How are faculty applying current guidance re grades below B-? 4. Do grading trends match faculty qualitative assessment of student performance? 5. What are the possible bar passage and employment effects? 6. What other facts do faculty want to know before making changes to the existing regulations?
DQ	<ol style="list-style-type: none"> 1. Increase minimum GPA in Academic Regulation 904 2. Assess whether petition for readmission process is effective 	<ol style="list-style-type: none"> 1. How have academic attrition rates changed since the faculty voted to increase the minimum GPA from 2.2 to 2.5? 2. How do our academic attrition rates compare to peer schools’ rates? 3. What are the predicted effects of changes? 4. How well do students do who are currently in GPA bands above 2.5 on first-time bar passage, ultimate bar passage, and employment?
Academic supervision and counseling	<ol style="list-style-type: none"> 1. Widen GPA bands or return to quartile approach rather than GPA approach (currently, supervision applies to the bottom 10% of the class, roughly, and counseling applies to the bottom quartile; a more aggressive approach could for example apply supervision to Q4 and counseling to Q3) 2. Evaluate current conditions (new or additional requirements) 	<ol style="list-style-type: none"> 1. How has the GPA approach to defining academic counseling and supervision compared to the prior quartile approach? 2. Does supervision or counseling work? 3. If so, should it be expanded? 4. If not, how else can we target support to the most at-risk students?

Deliberative Work Product

Topic	Possible proposals	Questions
Assessment by subject and topic; information sharing	<ol style="list-style-type: none"> 1. Share more data on bar performance by subject and topic within subject 2. Assess efficacy of bar courses by subject¹ 3. Require coverage of tested topics by subject² 	<ol style="list-style-type: none"> 1. Do we have subject and topic-specific data that we can share? What does it show? What patterns do we see?³ 2. To what extent is current topic coverage within bar courses omitting regularly covered topics? 3. Are our students most challenged because of lack of coverage or as a result of other factors (lack of time management skills, poorly developed study skills, challenges with legal analysis, etc.)?
Instruction and formative assessment	<ol style="list-style-type: none"> 1. Mandatory formative assessments of essay writing (bar-like exam essay questions) 2. Mandatory integration of performance test-like questions 3. Mandatory use of AdaptiBar 	<ol style="list-style-type: none"> 1. How much formative assessment is happening now in 1L or upper division bar classes? 2. What is AdaptiBar adoption now? 3. What is the impact on teaching load/mix?
Integration of LRW and doctrinal courses	<ol style="list-style-type: none"> 1. Link LRW1 and/or 2 writing projects and fall and/or spring doctrinal sections within each Inn as David Takacs once did on a trial basis with Stephen Tollafeld viz STAT: Env. Law 	<ol style="list-style-type: none"> 1. What's the process for selecting memo topics now? 2. What are the mechanics of this level of coordination and what resources would be used to support it?

¹ We have tried to assess the efficacy of individual course or subjects using statistical analyses, but the “n” is too small. We can assess the efficacy of bar courses in general but not by subject or by course.

² Absent a faculty vote, academic freedom principles militate against this approach. Regardless, faculty have demonstrated a willingness to factor information into course design on a voluntary basis. For more information re the principle of academic freedom, see the American Association of University Professors website, [here](#), ABA [Standard 201](#), UC Law SF [Standing Orders](#) Section 102.3, and [this policy](#) adopted by the faculty of UC Law SF. Fortunately, unlike some schools, we have a long history of collaboration at the law school among all stakeholders that functionally moots questions of jurisdiction, especially when it comes to student success.

³ We do. See Section II, below.

**STATE OF CALIFORNIA
PUBLIC EMPLOYMENT RELATIONS BOARD**



UC COLLEGE OF THE LAW, SAN
FRANCISCO

Employer,

and

UNITED LEGAL EDUCATORS-UAW,

Employee Organization.

Case No. SF-RR-1042-H

**AGREEMENT REGARDING
BARGAINING UNIT
COMPOSITION**

In the interest of promoting harmonious labor relations between the parties and to avoid the uncertainty, inconvenience, and expense of litigation, the UC College of the Law, San Francisco (College) and the United Legal Educators-UAW (Union), in settlement of the above-captioned case before the Public Employment Relations Board, agree as follows:

1. The appropriate bargaining unit is a single unit described as follows:

SHALL INCLUDE: All students enrolled at the University of California College of Law, San Francisco ("UC Law") who are employed by UC Law, including but not limited to: Teaching Assistants, Legal Research & Writing Teaching Assistants, Moot Court Board Members, Research Assistants, Legal Research Assistants, Admissions Fellows, Library Circulation Desk Assistants, Events Coordinators, Sack Fellows/Sack Teaching Fellows, Legal Education Opportunity Program Tutors, Skills Fellows, Note Takers, Discussion Group Leaders, Discussion Group Leader Facilitators, and Research Fellows.

SHALL EXCLUDE: 1. All non-student employees; 2. All employees defined by HEERA as managerial, supervisory and/or confidential; 3. All positions that are exclusively represented at the time of this petition.

2. Students who receive only academic credit for their work are not student employees within the meaning of HEERA and therefore are not in the bargaining unit. This provision is not intended to imply a waiver of any rights and/or remedies of the parties.

3. This Settlement Agreement represents a full and complete resolution of the claims and disputes between the parties based upon the above-referenced matter.

4. The undersigned parties represent that they have read and understand the terms of this settlement and that they are authorized to execute this Settlement Agreement on behalf of their principals.

5. The above terms are subject to approval by the College's Board of Directors.

For Employer:

For Employee Organization:

Andrew Scott July 30, 2024
Chief Human Resources Officer

Molly Stuart July 30, 2024
UAW International Representative

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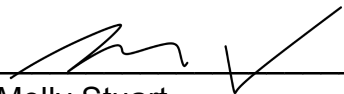
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PROOF OF SERVICE

I declare that I am a resident of or employed in the County of Alameda, California. I am over the age of 18 years and not a party to the within entitled cause. The name and address of my residence or business is Public Employment Relations Board, San Francisco Regional Office, 1515 Clay Street, Suite 2206, Oakland, CA, 94612-1403.

On July 31, 2024, I served the Agreement Regarding Bargaining Unit Composition regarding Case No. SF-RR-1042-H on the parties listed below by

I am personally and readily familiar with the business practice of the Public Employment Relations Board for collection and processing of correspondence for mailing with the United States Postal Service, and I caused such envelope(s) with postage thereon fully prepaid to be placed in the United States Postal Service at Oakland, California.

Personal delivery.

Electronic service (e-mail).

Steve Cikes, Attorney
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Margo A. Feinberg, Attorney
Schwartz, Steinsapir, Dohrmann & Sommers LLP
6300 Wilshire Boulevard, Suite 2000
Los Angeles, CA 90048-5268
Email: margo@ssdslaw.com

I declare under penalty of perjury that the foregoing is true and correct and that this declaration was executed on July 31, 2024, at Oakland, California.

Anna Robinson
(Type or print name)

/s/ Anna Robinson
(Signature)