



Monthly Executive Committee Meeting - Open Session

University of California College of the Law, San Francisco
University of California College of the Law, San Francisco 198 McAllister
St. Room 206 San Francisco, CA 94102
2025-01-13 09:00 - 10:00 PST

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1. Roll Call

Director Albert Zecher, Chair Director Courtney Greene Power, Vice Chair Director Shashi Deb Director Andrew Houston Director Chip Robertson

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.

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Executive Committee Meeting - Open Session

Minutes

University of California College of the Law, San Francisco
December 16, 2024

University of California College of the Law, San Francisco, 198 McAllister St. Room 206, San Francisco, CA 94102. Participants and members of the public were also able to join the open session via the web link or dial-in numbers listed in the public notice of this meeting linked here: <https://www.uclawsf.edu/our-story/board-of-directors/board-meeting-notice-agendas-and-materials/>.

1. Roll Call

The Chair called the open session to order at 9:00 a.m., and the Secretary called the roll.

Committee Members Present

Director Albert Zecher, Chair
Director Courtney Greene Power, Vice Chair
Director Shashi Deb
Director Andrew Houston
Director Chip Robertson (joined at 9:08 a.m.)

Staff Participating

Chancellor & Dean David Faigman
Chief Operating Officer Rhiannon Bailard
General Counsel & Secretary John DiPaolo
Legal & Executive Assistant Yleana Escalante
Chief Communications Officer John Kepley
Deputy Chief Financial Officer & Controller Sandra Plenski
Provost & Academic Dean Morris Ratner
Chief Financial Officer David Seward
Deputy General Counsel Laura Wilson-Youngblood

2. Public Comment

The Chair invited public comment. No member of the public offered comment.

3. Approval of Prior Meeting Minutes

Motion:

The Chair made a motion to approve the October 21, 2024 open session minutes.
Motion made and seconded. Motion carried.

4. Student Success Strategies

4.1. Discussion of Results of Faculty Committee

4.2. Discussion of Planned Implementation for Approved Proposals

Dean Ratner thanked the Board for its engagement at the previous Board of Directors meeting. Following that meeting, he conveyed the Board's priorities and timelines to Professor Jeff Lefstin, chair of the Academic Standards Committee. Dean Ratner assured the Board that the committee understood where the Board wanted its focus and was aware of the timeline expectations. He expressed confidence that the committee would address all outstanding issues as quickly as possible during the spring term.

Director Power asked about whether decisions made in the spring term would allow time to provide notice to students for implementation in the fall semester. Dean Ratner said this was the case.

5. Update on Rightsizing and Cost Control Measures

Mr. Seward provided context regarding rightsizing and cost control measures. He explained that the Board of Directors had directed the administration the previous spring to develop a multi-year plan aimed at aligning revenues with expenses and generating internal resources to support investments in high-priority areas like student success and other strategic objectives. He mentioned that the plan had been developed and that the details would be reviewed in closed session due to the involvement of human resources and personnel matters. He highlighted that the main variable at this point was the level of state funding for the upcoming fiscal year. The information regarding the Governor's budget intentions would not be confirmed until January 10, but early indications suggested that a 7.95 percent reduction would be implemented. However, there was an independent proposal to increase funding that could offset the cuts and result in essentially flat funding for the upcoming year. He concluded by noting that the plan would be based on this baseline scenario at least until January 10.

The Committee entered closed session at 9:06 a.m. pursuant to Education Code Section 92032(b)(5), (6) & (7).

The Chair reconvened the open session at 9:55 a.m. Mr. DiPaolo reported that in closed session the Executive Committee approved the closed session minutes of its October 21, 2024 meeting.

6. Adjournment

The Chair adjourned the meeting at 9:55 a.m.

Respectfully submitted,

John K. DiPaolo, Secretary

ACTION ITEM

1. **REPORT BY:** Chief Financial Officer David Seward
2. **SUBJECT:** State Contracts and Grants in Excess of \$100,000
3. **RECOMMENDATIONS:**

That the Executive Committee authorizes award of the grants and contracts in excess of \$100,000 described in this report subject to ratification at the March 2025 meeting of the Board of Directors.

Item: *5.1

Title: Professional Services – Academe at 198 LEED Certification
Vendor: Perkins & Will
Cost: \$102,073
Term: January 2024 - December 2024

Description:

Authority is requested to increase a Not to Exceed (NTE) professional service agreement with Perkins & Will for an additional \$12,713 to \$102,073 to compensate sub-consultants for the cost of services incurred after the 198 project account was closed by Greystar.

Item: *5.2

Title: Trade Services - Glass and Door Repairs On Call
Vendor: United California Glass & Door
Cost: \$123,000 (estimated)
Term: August 1, 2024 - July 31, 2029

Description:

Authority is requested to perform glass and door repairs to ADA access door buttons and window and door repairs or replacements on campus. This contract was competitively awarded via RFP for glass and door repair services on an on-call as-needed basis.

Item: *5.3

Title: Professional Services – Tower Seismic Upgrade

Vendor: Martin M. Ron Associates
Cost: \$150,797
Term: January 2025 – June 2025

Description:

Contractor to provide land and site surveying services. The cost will be funded from the McAllister Tower Seismic Upgrade project budget.

Item: *5.4

Title: Professional Services – Tower Seismic Upgrade
Vendor: Langan Engineering
Cost: \$300,000
Term: January 2025 – June 2025

Description:

Contractor to provide geotechnical services to support the 100McAllister improvement project. The cost will be funded from the McAllister Tower Seismic Upgrade project budget.

4. PROPOSED RESOLUTION:

That the Executive Committee authorizes award of the contracts in excess of \$100,000 described in this report subject to ratification by the Board of Directors at their March 2025 meeting.

*5.1	Academe at 198 LEED Certification – Perkins & Will	\$102,073
*5.2	Glass and Door Repairs On Call – United California Glass & Door	\$123,000
*5.3	Tower Seismic Upgrade – Van Brunt Assoc.	\$150,797
*5.4	Tower Seismic Upgrade – Langan Engineering	\$300,000

REPORT ITEM

1. **REPORT BY:** Chief Financial Officer David Seward
Deputy General Counsel Laura Wilson-Youngblood
2. **SUBJECT:** UC Law Foundation – Operating Agreement Updates and Revisions
3. **REPORT:**

UC Law San Francisco and the UC Law Foundation entered into an operating agreement in 2011 that codified their respective roles and responsibilities. Updates and revisions are needed. Before beginning discussions with the Foundation, a briefing to the Executive Committee will provide background, context and a description of the changes that will be sought.

OPERATING AGREEMENT

This Operating Agreement (“Agreement”), made as of June 3, 2011, and effective as of June 3, 2011 (the “Effective Date”), is between the University of California Hastings College of the Law (the “College”), an affiliate of the University of California and an instrument of the state of California exempt from federal income tax, and the UC Hastings Foundation (the “Foundation”), a California nonprofit public benefit corporation exempt from federal income tax pursuant to Internal Revenue Code (“Code”) Section 501(c)(3) and a public charity pursuant to Code Section 170(b)(1)(A)(iv).

Recitals

- A. The Foundation was organized and incorporated in 1971 as the 1066 Foundation for the purpose of providing an organization for individuals who are dedicated to the support of the College and to provide a means for soliciting, receiving, and making financial and other contributions (such as time and effort) to the College, and to make donations to and otherwise support and assist the College and its students, alumni, administration, faculty and Board of Directors;
- B. The College and the Foundation (each a “Party” and collectively, the “Parties”) have previously entered into Memorandum of Understanding (dated July 14, 1989, and May 4, 1991) and Funds Custody Agreements (dated March 7, 1992, and May 5, 2007), that detailed their understanding of the recommended policies and procedures regarding their relationship;
- C. The Parties previously agreed, in a nonbinding term-sheet, how the Foundation, with support and direction from the College, shall (1) help to raise Private Gifts in support of the College; (2) accept and hold those Private Gifts; and (3) distribute funds to the College as described in Section II;
- D. This Agreement is intended to supersede and replace the agreements and term sheets described in Recitals B and C with respect to the matters set forth therein and in this Agreement;
- E. The College has acted as custodian for the assets of the Foundation since the Foundation’s incorporation and all financial transactions related to the Foundation have been (1) recorded in separate Foundation accounts (“Foundation Accounts”) pursuant to accounting principles generally accepted in the United States including all applicable effective statements as promulgated by the Governmental Accounting Standards Board (“GASB”); and (2) accounted for using fund accounting concepts and reported pursuant to GASB Statement No. 35, *Basic Financial Statements—and Management’s Discussion and Analysis—for Public Colleges and Universities—an amendment of GASB Statement No. 34*;
- F. GASB Statement No. 39, *Determining Whether Certain Organizations are Component Units*, requires the Foundation, as the College’s legally separate, tax-exempt, affiliated campus foundation, to be considered a component unit of the College and presented

discretely in the College's financial statements due to the nature and significance of the Foundation's relationship with the College;

- G. Three endowments for staff recognition, student scholarships and faculty awards and support are included in the Foundation assets held by the College in Foundation Accounts: (1) the Rummel Award endowment funds a student scholarship and employee plaques honoring distinguished service to the College; (2) the 1066 Foundation Faculty Development endowment provides funding to support faculty research; and (3) the 1066 Foundation Faculty Award endowment provides an annual award to a professor who has shown excellence in legal scholarship ("The Endowment Funds");
- H. The Foundation and the College acknowledge that (1) the goals of the College cannot be achieved without substantial success in the raising of financial support from and through individual supporters such as alumni and friends, and from other non-government sources (together, "Private Gifts"); (2) successful fundraising requires a unified, well-planned approach with specific goals and clearly defined strategies; and (3) the UC Hastings' Chancellor and Dean (the "Chancellor and Dean") will articulate the College's goals and vision, while the Board of Trustees of the Foundation will represent the donor community;
- I. Unrestricted revenues gifted to the College through the Annual Giving Program, hereinafter defined, provide financial support for the College's institutional advancement functions, including the Alumni Center;
- J. The Foundation acknowledges that its mission and primary activity is now and shall continue to be the raising of Private Gifts for the support and benefit of the College; and,
- K. The College has an Advancement Department which undertakes fundraising programs and initiatives of the College through its chief fundraiser, the Senior Assistant Dean for Advancement ("Advancement Dean"), or any successor chief fundraiser, who also provides staff administrative support to the Foundation.

NOW THEREFORE, intending to be legally bound, the Parties agree as follows:

I. TYPES OF GIFTS

- A. All fundraising programs and initiatives of the College undertaken by its Advancement Department or any successor department(s) shall be solicited in the name of the Foundation, or shall be characterized as solicitations by the Foundation. Gifts received in response to said fundraising programs and initiatives shall be accounted for in Foundation accounts.
- B. The Parties anticipate that the Foundation will receive, both directly and indirectly, the following types of Private Gifts:

1. Gifts paid or made payable to the Foundation with donor-restrictions (such as for faculty support, library, financial aid, capital and facilities, clinical education, college centers, The Endowment Funds, and other), which shall be held as restricted assets of the Foundation ("Restricted Foundation Gifts"); and
 2. Gifts paid or made payable to the Foundation without donor-restrictions, including gifts made as part of the Annual Giving Program, shall be held as unrestricted assets of the Foundation ("Unrestricted Foundation Gifts").
- C. The College shall hold in custody for the Foundation all Private Gifts described in Section I.A in Foundation Accounts, characterized as Foundation assets and accounted separately from the College's assets, and audited as part of the College's annual audit, and administered by the College as further provided herein.
- D. The Parties anticipate that the College shall receive both restricted and unrestricted Private Gifts paid or made payable to the College, and the Parties agree that such Private Gifts will be held by the College as its own assets in its own accounts; provided that the College shall acknowledge in its annual report and other donor-facing materials that all unrestricted gifts were raised through the efforts of the Foundation, whether such Private Gifts are made payable to the Foundation or the College.
- E. In determining if a Private Gift is an asset of the Foundation or an asset of the College, the Parties shall take into account reasonable indications of the intent of the donor, including, but not limited to: (1) the stated name of the recipient (i.e., "UC Hastings College of the Law" would indicate a gift that is an asset of the College, whereas "The UC Hastings Foundation" or "The 1066 Foundation" would indicate a gift that is an asset of the Foundation) and (2) any remittance form (i.e., mail, online, or similar) indicating that the gift was made in response to a College or a Foundation solicitation.

II. BUDGET AND PLANNING

- A. The Foundation shall establish annually an operating budget outlining its spending plan for the succeeding fiscal year ("Foundation Annual Budget").
1. The College shall provide data to the Foundation to assist in the formulation of the Foundation Annual Budget.
 2. The Foundation Annual Budget shall include, in the following order of priority, the following Foundation expenditures and reserves:

- a. A Block Grant from the Foundation to the College to support the College's alumni office and non-state costs associated with institutional advancement functions;
 - b. A Block Grant from the Foundation to the College to support the College's administrative and other support costs;
 - c. Funding for special events, donor cultivation and tax reporting by the Foundation;
 - d. An Operating Reserve as described in Section II.A.6; and,
 - e. Funding for other programs based on the Chancellor and Dean's priorities as described in Section II.A.5.
3. The Foundation Annual Budget must be approved by the Chancellor and Dean before it may be effective.
 4. The Foundation's spending in any fiscal year may not exceed the Foundation Annual Budget.
 5. The Chancellor and Dean shall annually submit to the Foundation a description of the College's priorities for the upcoming fiscal year for the Foundation's consideration in the formulation of the Foundation Annual Budget.
 6. The Foundation shall maintain unrestricted funds adequate to support the Foundation Annual Budget and also shall maintain a reasonable operating reserve of unrestricted funds ("Operating Reserve"). This Operating Reserve shall not exceed 10% of the Unrestricted Foundation Gifts received by the Foundation in the preceding fiscal year for which audited financial statements exist. If the Foundation is not able to raise sufficient Unrestricted Foundation Gifts to support the Foundation Annual Budget, it shall confer with the College to develop a revised budget.
- B. The Foundation and the Chancellor and Dean together shall prepare short and long-range fundraising goals for the Foundation and present them to the College's Board of Directors for approval on an annual basis. These goals shall include both short-term projects and longer-term programs to be funded through Private Gifts. The Foundation and the Chancellor and Dean shall jointly design a coordinated fundraising program to accomplish these goals.
- C. The Chancellor and Dean shall consult with the Foundation with respect to strategic planning for the College.

III. FOUNDATION GOVERNANCE

- A. The Foundation shall amend its Bylaws to provide that its Board of Trustees shall consist of three classes of voting trustees, with each class having the same rights and duties:
1. *Appointed Trustees* shall be selected by and may be removed by the College at any time by action of the UC Hastings Board of Directors, ("UC Hastings Board") and shall comprise 50% plus 1 of the Foundation's authorized voting Trustees, (e.g., if the Foundation Board has 49 trustees, 25 will be Appointed Trustees).
 2. *Elected Trustees* shall be elected by the majority vote of the Foundation's Board of Trustees.
 3. *Ex Officio*: The person then in office as Chancellor and Dean shall be an *ex officio* trustee of the Foundation and shall not be considered an Appointed Trustee or Elected Trustee.
 4. All Trustees appointed or elected shall (a) be subject to and shall comply with all rights and obligations of trustees as set forth in the Bylaws of the Foundation and (b) serve for terms of equal length. Notwithstanding the foregoing, Appointed Trustees may be removed at any time by the UC Hastings Board.
- B. The Board of Trustees of the Foundation shall at all times have an odd number of authorized voting Trustees exclusive of the Chancellor and Dean who shall not be counted for purposes of Appointed Trustees. Upon the request of the Foundation, the UC Hastings Board will use reasonable efforts to appoint additional trustees at each Annual Meeting of the Foundation as requested by the Foundation and at any other time as necessary to replace any Appointed Trustee who has resigned or been removed before the end of his or her term.
- C. No amendments to the Bylaws or Articles of Incorporation of the Foundation that affect, or is inconsistent with, this Agreement shall be effective without the prior written approval of the College by action of the UC Hastings Board.
- D. The Foundation and the College shall work jointly to prepare any amendments to the Foundation's Bylaws and Articles of Incorporation to reflect the provisions of this Section III, and the effective date of the amendment(s) shall be no later than the Effective Date of this Agreement.

IV. USE OF HASTINGS NAME

- A. The College hereby grants to the Foundation the right to use the names, "UC Hastings", "UC Hastings College of the Law," and "Hastings," provided that such use is at all times consistent with the Foundation's charitable and educational mission of supporting the College and in accordance with College policies.

- B. The Foundation shall operate under its own seal and logotype and shall not use the College's seal in the promotion of the Foundation's activities without the express written permission of the College.
- C. The College maintains the right to revoke the authority granted under this Section IV at its sole discretion.
- D. The Parties acknowledge and agree that the Foundation may develop its own branding and identity subject to the approval of the College, acting through the UC Hastings Board, which approval shall not be unreasonably withheld.
- E. The Advancement Dean shall be responsible for ensuring that the brand identity of the Foundation is maintained in a manner consistent with this Agreement.

V. FURTHER RIGHTS AND RESPONSIBILITIES OF THE FOUNDATION

- A. The Foundation's fundraising activities shall at all times remain consistent with the goals and vision for the College established by the Chancellor and Dean and the UC Hastings Board.
- B. The Foundation shall develop and create programs and activities that support efforts to increase Private Gifts.
- C. The Foundation, in coordination with the Chancellor and Dean, shall be responsible for planning and executing comprehensive fundraising and donor-acquisition programs for Private Gifts in support of the College, including but not limited to major gifts, planned gifts, special projects, and campaigns as appropriate.
- D. The Foundation shall solicit funds for the Annual Giving Program.
- E. To avoid duplicate solicitation of Major Donors as this term is defined from time to time, the Foundation shall work with the Advancement Dean to ensure that all planned solicitations of major gift prospects and cultivation of major gift donors shall be pursued with appropriate coordination with the College.
- F. The Foundation shall adhere to gift-management and acceptance policies established by the College. The Foundation shall not accept any Restricted Foundation Gifts other than for restricted purposes already established by the College without the prior written approval of the Advancement Dean.
- G. The Foundation shall not apply for or accept grants from state or federal agencies, except as approved in advance by the Chief Financial Officer of the College.
- H. The Foundation shall only incur a debt or other financial obligation (such as a lease, advancement of funds, or indebtedness for a specific initiative) if carrying costs for such obligation are within the Foundation's discretionary spending under the Foundation Annual Budget and the purpose of incurring such financial obligation is consistent with the College's policies and procedures; obligations not

within the Foundation's discretionary spending or inconsistent with the College's policies and procedures are prohibited without the prior written consent of the UC Hastings Board.

- I. The Foundation shall not open or hold any bank, investment, or financial account. All such accounts shall be held by the College as custodian.
- J. The Foundation shall not hold title to any asset except for the Foundation's property interest in the Foundation Accounts. Assets in Foundation Accounts shall be invested pursuant to the policies and procedures of the College.
- K. The Foundation shall coordinate the Foundation's annual audit and preparation of the Foundation's annual tax returns with the College.
- L. The Foundation agrees to fulfill its fiduciary responsibilities under the Supervision of Trustees and Fundraisers for Charitable Purposes Act by delegating to the College pursuant to Government Code Section 12580-12599.7 responsibility for preparation and oversight of the Foundation's audited financial statements.¹

VI. FURTHER RIGHTS AND RESPONSIBILITIES OF THE COLLEGE

- A. The College shall use its reasonable best efforts to ensure that all fundraising programs and initiatives of the College undertaken by its advancement department (or successor department(s)) for Private Gifts are characterized as solicitations by the Foundation and gifts received in response to such fundraising programs and initiatives (absent reasonable indication as described in paragraph I.E., that the gifts are payable to the College) shall be Foundation assets described in Section I.B.1 and I.B.2, as applicable, and held in Foundation Accounts.
- B. The College shall provide fund stewardship and a system of internal controls as well as all accounting, investing, tax, and audit functions for the Foundation, subject to policies and procedures adopted by the College.
- C. The College shall engage an independent public accountant to audit records pertaining to the financial activities of both the College and the Foundation on an annual basis, and shall report on the audit to the Board of Trustees of the Foundation and the UC Hastings Board, respectively.
- D. The College's Chief Financial Officer, or his designee, shall serve as the fund steward for all funds solicited by the Foundation, including funds held in

¹ Cal. Gov't Code §12586(e)(1) provides:

Prepare annual financial statements using generally accepted accounting principles that are audited by an independent certified public accountant in conformity with generally accepted auditing standards. If a charitable corporation or unincorporated association that is required to prepare an annual financial statement pursuant to this subdivision is under the control of another organization, the controlling organization may prepare a consolidated financial statement.

Foundation Accounts, and shall monitor compliance with donor terms and other conditions and restrictions associated with Restricted Foundation Gifts.

- E. The College shall provide adequate office space, computer, internet, and telephone systems, utilities, personnel, office supplies, insurance, and security, custodial, and other services that may be required for the Foundation to fulfill its responsibilities and obligations under this Agreement. All Foundation-related records and data, including data on computers and servers, are College property, except for books and records of the Foundation that the Foundation is required by law to maintain and make available to its Trustees and the public.
- F. The College shall secure and pay the reasonable costs of all insurance coverage for the Foundation, including Directors and Officers insurance, and the College shall provide an annual report summarizing all Foundation insurance coverage to the Board of Trustees of the Foundation.
- G. The College shall submit quarterly reports of Foundation revenues and expenditures to the Foundation's Board of Trustees and the Senior Assistant Dean for Advancement.
- H. The College shall issue donor acknowledgement letters on behalf of and in the name of the Foundation to donors of Private Gifts made or made payable to the Foundation.

VII. DISBURSEMENT OF FUNDS

- A. The Advancement Dean and the Chief Financial Officer (or his or her designee) shall have signature authority for the Foundation.
- B. Annually, and within 90 days of the close of the Foundation's fiscal year, all Unrestricted Foundation Gifts held in Foundation Accounts in excess of the Foundation's Annual Budget for such year shall be disbursed to College accounts.
- C. Monthly, and no later than the 5th of the close of the preceding month, assets received by the Foundation as Restricted Foundation Gifts shall be transferred to the College fund designated to support the donor's intent in compliance with applicable laws, College policies, and gift agreements, or shall otherwise be treated as agreed to in the donor gift instrument.
- D. The College shall make disbursements from The Endowment Funds of the Foundation as required by the terms of such endowments and pursuant to the College's policies and procedures pertaining to endowment management.
- E. All disbursements from Foundation Accounts by the College shall be for bona fide expenses that support the College, be consistent with donor intent, and conform to the College's policies.

VIII. COMMUNICATIONS

- A. The Chancellor and Dean shall be responsible for communicating the College's development priorities and long term plans with respect to fundraising, as approved by the UC Hastings Board, to the Foundation.
- B. Representatives of the UC Hastings Board and College administration shall meet annually with representatives of the Foundation's Board of Trustees and College administration in order to foster and maintain productive relationships, ensure open and continuing communications and alignment of priorities, and ensure effective implementation of this Agreement.

IX. FOUNDATION STAFF DIRECTOR

- A. The Advancement Dean (or his or her designee) shall serve as the Staff Director of the Foundation. The Staff Director shall designate a contact person to provide administrative support for the Foundation ("Administrative Support Person"). Change in the status of either of these positions (Staff Director or Administrative Support Person) shall be reported by the College to the President of the Foundation's Board of Trustees.
- B. In the event the Advancement Dean designates a separate Staff Director or a vacancy occurs in the position of the Staff Director, the College shall work collaboratively with the Foundation for the designation of the Staff Director or fill the vacancy. The College shall consult with representatives of the Foundation as the College conducts the selection process for such position.
- C. The Board of Trustees of the Foundation shall grant full signature authority to the Staff Director for the conduct of authorized Foundation business.

X. ASSET MANAGEMENT POLICIES

- A. The Foundation acknowledges that the College shall apply the College's investment, endowment management, and development policies and procedures to Foundation Accounts.
- B. In maintaining its custody of the Foundation Accounts, the College shall receive, hold, manage, invest, and disburse contributions of cash, securities, patents, copyrights, and other forms of property that are contributed to the Foundation, including immediately vesting gifts and deferred gifts in the form of planned and deferred-gift instruments, in like manner with those accounts associated with the College.
- C. In connection with administering Foundation Accounts, the College shall establish asset-allocation, disbursement, and spending policies as required by and that adhere to applicable federal and state laws including the Uniform Prudent Investor Act (UPIA), the Uniform Management of Institutional Funds Act

(UMIFA), and the Uniform Prudent Management of Institutional Funds Act (UPMIFA), as applicable.

- D. The College shall report changes to the College's investment, endowment management and development policies and procedures to the Foundation.

XI. TERMINATION

- A. Either Party may, upon 180 days prior written notice to the other Party, terminate this Agreement.
- B. Notwithstanding the forgoing, either Party may terminate this Agreement in the event the other Party breaches this Agreement and fails to cure the breach within 30 days of receiving written notice of such breach; such termination shall be effective at the conclusion of the cure period.
- C. If this Agreement terminates, all assets held in Foundation Accounts shall be disbursed to the College, except to the extent, and only to the extent, any such transfer is restricted pursuant to the applicable donor restrictions.
- D. In the event this Agreement is terminated by the College pursuant to Section XI.A, the Foundation may demand the payment by the College of all debt properly incurred by the Foundation pursuant to Section V.H. If the Foundation makes such a demand, the College shall use its reasonable best efforts to comply within 180 days of receipt of written notice of the demand.
- E. If the Foundation ceases to exist or ceases to qualify as a tax-exempt organization under Code Section 501(c)(3), this Agreement shall be terminated and funds shall be transferred as described in Section XI.C.

XII. ADDITIONAL TERMS

- A. Fiscal Year. The Foundation's fiscal year ends on June 30.
- B. Changes in Tax Status. The Foundation shall notify the College immediately of any change in the Foundation's federal or state tax status.
- C. Indemnification. The Parties shall defend, indemnify, and hold one another, their officers, agents and employees, harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees) or claims for injury or damages arising out of their respective performance under this Agreement but only to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligence or intentional misfeasance or malfeasance of the indemnifying Party, its officers, agents or employees. This provision survives the termination, expiration, or cancellation of this Agreement.
- D. Confidentiality. The College and the Foundation shall establish and enforce policies to protect the confidentiality of donor records. Neither Party shall use, appropriate, or disclose to any third party any confidential or sensitive

information of the other Party, except as required in the performance of this Agreement or by law. "Confidential information" means all information and data, confidential in nature, provided or disclosed by either Party to the other, whether oral, written, graphic or other form, including student personally identifiable information, agreements, correspondence, financial data, forecasts, projections, feasibility and marketing studies, consulting information, procedures, concepts or ideas and all copies and reproductions, but does not include any information that is generally known to the public, was in a Party's lawful possession prior to the disclosures by the other Party hereunder, or was lawfully obtained from a source other than the other Party. The Parties agree to use their best efforts to prevent disclosure to third parties of such confidential information. Neither Party shall, however, be held liable for inadvertent disclosure beyond its control of such confidential information provided the Party has exercised reasonable care and adequate security aimed at maintaining the confidentiality of the information. This provision shall survive the termination, expiration, or cancellation of this Agreement.

- E. Notices. Any notice required or permitted under this Agreement shall be effective only if given in writing and delivered by one Party to the other by personal service or by certified mail, postage prepaid with return receipt requested, addressed to the Parties as follows:

The College:

UC Hastings College of the Law
198 McAllister Street, One Mezzanine
San Francisco, California 94102
Attn: Elise K. Traynum, General Counsel

The Foundation:

UC Hastings Foundation
200 McAllister Street
San Francisco, California 94102
Attn: Senior Assistant Dean for Advancement

Either Party may change its address by providing the other Party notice of such change in the manner set forth above.

- F. Governing Law. The validity and interpretation of this Agreement, and legal relationship of the Parties to it, shall be governed by the laws of the State of California applicable to agreements entered into, and to be fully performed in the State of California, without regard to its conflicts of law provisions.
- G. Partial Validity. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

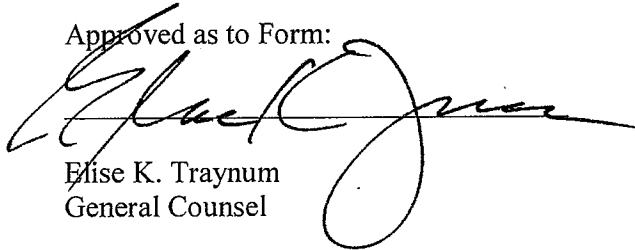
- H. Waiver. The waiver by either Party of a breach of any provision of this Agreement shall not operate as a waiver of any other breach.
- I. Relationship. This Agreement shall not be deemed to create a partnership or joint venture between the Parties.
- J. Assignment. Notwithstanding any other provision of this Agreement, neither this Agreement nor any of the rights or duties under this Agreement may be assigned or delegated by either Party without the prior written consent of the other Party.
- K. Entire Agreement. This Agreement constitutes the entire understanding between the Parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements respecting this subject matter. No waiver or modification of any provision of this Agreement shall be binding unless it is in writing and signed by both Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first above written.

Dated: 6, 3, 2011

UC HASTINGS COLLEGE OF THE LAW

Approved as to Form:

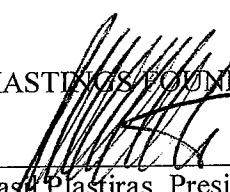

 Elise K. Traynum
 General Counsel

By: 
 Bruce Simon, Chair

Name: Bruce Simon

Title: Chairman of the Board

UC HASTINGS FOUNDATION

By: 
 Basil Plastiras, President

Name: BASIL PLASTIRAS

Title: President, Board of Trustees

REPORT ITEM

1. **REPORT BY:** Chief Financial Officer David Seward
2. **SUBJECT:** State Budget Update – Governor’s Budget for 2025-26
3. **REPORT:**

An oral report will be presented to the Executive Committee regarding the Governor’s Budget for 2025-26 and the state’s general fiscal outlook.

REPORT ITEM

1. **REPORT BY:** Chief Financial Officer David Seward
2. **SUBJECT:** Budget Restructuring Plan - Update on Rightsizing and Cost Control Measures
3. **REPORT:**

An oral report will be provided regarding the status of the Budget Restructuring Plan.

REPORT ITEM

1. **REPORT BY:** Chief Financial Officer David Seward
2. **SUBJECT:** McAllister Tower Seismic Upgrade – Project Update
3. **REPORT:**

An oral report will be provided concerning the McAllister Tower project and the status of the \$152 million funding request made to the State of California for Phase 2 work.