

Finance Committee Meeting

University of California College of the Law, San Francisco
333 Golden Gate, San Francisco, CA 94102, 501 Deb Colloquium Rm.
2026-02-19 10:15 - 12:00 PST

Table of Contents

1. Roll Call	
2. Public Comment	
3. Action Item: Approval of Prior Meeting Minutes.....	3
4. Investment Report as of December 31, 2025.....	14
5. Action Item: State Budget Report as of December 31, 2025 and Mid-Year Budget Changes.....	15
6. Action Item: Auxiliary Enterprises Budget Report as of December 31, 2025 and Mid-Year Budget Changes.....	27
7. Action Item: Academe at 198 McAllister Budget Report as of December 31, 2025, and Mid-Year Budget Changes.....	36
8. [Action Item: State Contracts and Grants over \$100,000]	
9. Action Item: Nonstate Contracts and Grants over \$100,000.....	41
9.1. Office Space Buildout – Bhogal Brothers Construction	
9.2. Worker’s Rights Attorney – Leah Kennedy - WLL	
10. Financing Update – Series 2026 Bonds 100 McAllister & Historic Tax Credits.....	42
11. McAllister Tower Seismic Upgrade Project – Status Report.....	63
12. Action Item: Academic Village Implementation Update.....	73
12.1. SF State University - College of Business – Lease Approval and Budget Change for Buildouts.....	80
12.2. Golden Gate University – Short-term Office Lease & Shared Classroom License Agreement.....	106
12.3. HBCU/City & County of San Francisco Human Rights Commission - Summer Residential Program.....	132
12.4. Unite Here/Local 2 – Market and Housing Demand Analysis.....	135
13. [Action Item: State and Nonstate Budget Changes]	
14. State Budget Update for 2026-27.....	136
15. Action Item: Endowment Management – Spending Rate for 2026-27.....	148
16. Discussion –Auditor Selection Process.....	150
17. List of Checks over \$100,000.....	151

18. Adjournment



Finance Committee Meeting Minutes

University of California College of the Law, San Francisco
November 14, 2025

University of California College of the Law, San Francisco, Cotchett Law Center, 333 Golden Gate, San Francisco, CA 94102, 501 Deb Colloquium Rm. 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 meeting to order at 10:14 a.m., and the Secretary called the roll.

Committee Members Present

Director Chip Robertson, Chair
Director Claes Lewenhaupt
Director Josh Perttula
Director Courtney Greene Power, Ex Officio

Committee Members Absent

Director Andrew Giacomini
Director C. Don Clay

Other Directors Present

Director Andrew Houston
Director Albert Zecher

Staff Participating

Chancellor & Dean David Faigman
Chief Operating Officer Rhiannon Bailard
General Counsel & Secretary John DiPaolo
Legal & Executive Assistant Yleana Escalante
Dean of Students Tiffany Gabrielson
Chief Advancement Officer Julia Jordan
Chief Communications Officer John Kepley
Assistant Chancellor & Dean/Chief of Staff to the Chancellor & Dean Jenny Kwon
Director of Construction Management Flora Li
Deputy Chief Financial Officer & Controller Sandra Plenski
Provost & Academic Dean Morris Ratner
Chief Financial Officer David Seward

Other Participating

Andrew Kawahara, Century Urban
Robert Larkins, Loop Capital
Leo Ma, Century Urban
Neil Sekhri, Gibson Dunn
Scott Smith, CSG Advisors
John Wang, Orrick, Herrington, and Sutcliffe

2. Public Comment

Ross Milne, who had participated in an investor role for the Series 2020 financing for the Academe at 198, asked whether opening the McAllister Tower could cannibalize demand at the Academe at 198, which is not yet fully occupied, and whether there was a plan to pledge Tower housing revenues toward the Academe at 198 bonds. Mr. Seward responded that the state has provided a \$90 million grant and an additional \$10 million annual debt service appropriation for the Tower. Mr. Seward noted that Tower rents would not be burdened by debt service and that positive net income would occur once the Tower stabilizes in fiscal years 2027-2028 or 2028-2029. This net income will be available to help support the College's obligations on the 198 McAllister project as well thereby protecting the interests of the Series 2020 investors.

3. Action Item: Approval of Prior Meeting Minutes

Motion:

The Chair called for a motion to approve the Committee's meeting minutes from August 21, 2025.

Motion made and seconded. Motion carried.

4. Investment Report as of September 30, 2025

Mr. Seward reported that total investment balances were approximately \$221 million, with \$51 million earmarked for the 100 McAllister project from the invested remainder of the \$90 million state grant. The College has experienced substantial investment gains over the past two to three years. Over the summer, the College reconciled investment balances across subaccounts within the Hastings Operating Fund, a process that will be a recurring theme in subsequent reports. He further noted that an invitation would be made to representatives from UC's Office of the Chief Investment Officer to brief the Committee at its May meeting.

5. State Budget Report for 2025-26 as of September 30, 2025

Mr. Seward reported a 7.1 percent increase in general fund support between fiscal years 2024-2025 and 2025-2026, totaling approximately \$1.7 million. The 2025-2026 budget includes a debt service allocation that has been re-requested for 2026-2027.

The \$3 million in rental payments for 333 Golden Gate represents state support for lease revenue debt service on the current building. The College has budgeted a 3 percent compensation program, has settled with the American Federation of Teachers, is close to settlement with the UAW, and continues negotiations with AFSCME.

Chair Robertson asked about veterans fee waivers. Mr. Seward explained that the Veterans Fee Waiver remains an unfunded state mandate, resulting in approximately \$1.2 million to \$1.6 million in foregone revenue in the current year. Chair Robertson asked whether the College and UC submit reimbursement requests to the state. Mr. Seward said past efforts had been unsuccessful but that it may be worth revisiting.

6. Auxiliary Enterprises Budget Report as of September 30, 2025

Mr. Seward reported that the McAllister Tower is non-operational during renovation. The parking garage is positive cash-flowing and fully covers approximately \$1.5 million in annual debt service on the Series 2017 debt. The College is exploring debt defeasance once the redemption period begins in April 2027 to retire that debt and free up cash flow for general operations. The guest services program continues to perform well with strong revenue from Academic Village rentals. Parking rates will increase in the upcoming fiscal year. Mr. Seward emphasized that the College benefits from a diversified set of revenue streams, consistent with a long-standing Board priority to avoid reliance solely on student fee revenue and state appropriations.

Director Lewenhaupt asked whether health fees, insurance and Carbon Health clinical programs would be impacted by changes in federal subsidies. Mr. Seward said he does not anticipate a short-term impact. He noted that approximately 60 percent of students are enrolled in UC SHIP and that the on-campus Carbon Health program serves students not enrolled in UC SHIP. The College has fund balance available to address any short-term increase in demand.

7. The Academe at 198 & AVFA Budget Report as of September 30, 2025

Mr. Seward reported current occupancy at approximately 84-85 percent, up from 70 percent the prior year and 60 percent the year before that. The target is 95 percent. Planned marketing enhancements include discounted parking for residents during the next renewal cycle. The College also is currently subsidizing rents and supporting debt service through grants and housing stipends, and that rents for the upcoming fiscal year will be structured to gradually taper those subsidies while still targeting 95% occupancy. The UCSF allocation is at roughly 97 percent occupancy, though UCSF heavily subsidizes rents at a level the College cannot match. San Francisco State University will relocate a program into the building beginning fall 2026. There is still no ground-floor retail tenant at the Golden Gate and Hyde location. Once the 100 McAllister building comes online, its net cash flow will help support the College's overall obligations.

Chair Robertson asked how current student rents compare to the broader San Francisco market. Mr. Seward responded that student rents are generally below market, even compared to Tenderloin housing stock and newer buildings in the Mid-Market, Civic Center, and Van Ness corridors, though newer units often have larger square footage but less convenience. He noted an approximately 11 percent year-over-year rent increase in those corridors, which is expected to encourage more students to remain in campus housing.

8. Action Item: State Contracts and Grants in Excess of \$100,000

Director Power asked about the T5 internet backup project management contract, specifically whether the scope covered only design or also implementation. Mr. Seward responded that the scope had been expanded to address recently identified network issues and related remediation. He added that the cybersecurity software item was a ratification of a contract previously approved by the Board through the Executive Committee in September.

The Chair called for a motion to recommend to the full Board to approve the state contracts in excess of \$100,000. Motion made and seconded. Motion carried.

Motion:

The Chair called for a motion to recommend to the full board to approve the State contracts in excess of \$100,000.

Motion made and seconded. Motion carried.

- 8.1. Legal Services – McAllister Tower Project – Gibson Dunn
- 8.2. Software – Cybersecurity – Darktrace (Ratification)
- 8.3. Consulting Services – Information Technology – T5 Consulting

9. Nonstate Contracts and Grants in Excess of \$100,000

Mr. Seward said that this was an informational item only.

- 9.1. Grant – Kellogg Foundation – Equality Action Center
- 9.2. Grant – Arnold Foundation – The Source (Consortium)
- 9.3. Grant – Grove Foundation – CGRS
- 9.4. Grant – Silicon Valley Community Foundation – CGRS
- 9.5. Grant (Subcontract) – Central American Resource Center – CGRS
- 9.6. Grant (Subcontract) – Acacia Center for Justice – CGRS

10. Action Item: State Budget Change – IT Internet Service Redundancy

Mr. Seward said that is an action item requesting budget authority of \$249,000 to implement network redundancy. He explained that a recent network outage on the CENIC account caused operations to be down for a couple of days, and they believe it is now necessary to establish redundancy to prevent future disruptions.

Motion:

The Chair called for a motion to approve the State Budget Change – IT Internet Service Redundancy.

Motion made and seconded. Motion carried.

11. Action Item: Institutional Reserve Policy and Capital Planning

Mr. Seward explained that the College's strong state support, favorable investment returns, and positive operating results present an opportunity to establish a more structured reserve policy. The prior policy set a floor of 5 percent. The proposed policy targets two months of operating revenue, generally aligned with Government Finance Officers Association recommendations. Reserves exceeding the target would be moved into Board-designated funds, including a debt management reserve and an augmented plant fund. Mr. Seward emphasized the importance of approval before the next budget cycle, noting that the College operates independently without direct financial support from the University of California system.

Director Power asked whether comparable reserve policies exist at similar-sized institutions. Mr. Seward responded that there is no UC-wide system policy on reserves. UC San Diego maintains approximately two days of operating reserves, while UCLA holds about three weeks.

Chair Robertson asked whether those are unrestricted funds or whether campuses have other reserves to draw upon. Mr. Seward said other campuses, like UC Law, have reserves distributed across research centers and departments that help smooth funding flows. He distinguished between operating reserves, which should be earmarked for contingencies, and Board-designated funds for broader needs like physical plant maintenance and debt management.

Director Lewenhaupt asked whether smaller reserves might create a disadvantage during collective bargaining. Mr. Seward acknowledged that strong reserves provide comfort to external parties but emphasized the need to balance reserve levels against other institutional priorities.

Director Power asked whether larger reserves would materially benefit the College in financing or debt situations. Mr. Seward explained that Moody's assesses the balance sheet broadly through unrestricted net assets rather than a specific reserve line item, but that strong reserves add stability.

Chair Robertson asked what the total operating reserve would be at two months. Mr. Seward responded approximately \$16 million. The difference between that amount and the current \$48 million would be allocated between the debt management fund and the plant fund. Chair Robertson asked about the effect on total cash availability, including quasi-endowments. Mr. Seward said the quasi-endowments are substantial, roughly \$20 million, are legally controlled by the Board, and can be repurposed if necessary. The institution enjoys very strong liquidity overall, particularly within the General Endowment Pool, which Moody's treats as fully liquid since funds can be moved within 24 to 36 hours. Chair Robertson asked whether earnings from reserve investments are reinvested or available as additional cash. Mr. Seward explained that investment gains or losses are applied directly to the specific funds' values and are allocated to corresponding accounts.

The Chair called for a motion to approve the Institutional Reserve Policy and Capital Planning. Motion made and seconded. Motion carried.

Motion:

The Chair called for a motion to approve the Institutional Reserve Policy and Capital Planning.

Motion made and seconded. Motion carried.

12. Academic Village – Academe at 198 – Rent Structure for 2026-27

Mr. Seward said the College is working with Brailsford & Dunlavey on rent analysis, factoring in planned marketing enhancements. He expects to present a recommendation at the December 5 Board meeting to align with marketing timelines for the upcoming academic year.

13. McAllister Tower Seismic Upgrade Project – Status Report

Ms. Li reported that construction has progressed well since the August meeting. Foundation work is largely complete, and steel framing components are being fabricated off-site with deliveries expected soon. The general contractor is finalizing remaining scopes, including drywall, low voltage systems, appliances, and interior finishes through public procurement. A key upcoming milestone is the concrete placement for the main building foundation, targeted for completion before the holidays, which is critical to stay on track for overall project completion by July 2027. The total project budget is \$277 million, divided into Phase 1 (\$106 million) and Phase 2 (\$170 million). Approximately \$66 million has been spent to date, just over 20 percent of the total budget.

Mr. Seward explained that Phase 1 funding totals \$99.1 million, primarily from the \$90 million state grant plus investment income, with a current \$7 million funding gap addressed through earmarked funds in the plant fund reserve. Phase 2 funding of \$133 million will be supported by debt issuance backed by \$10.1 million in annual state

support, plus an estimated \$38 million in historic tax credit proceeds. Two proposals from historic tax credit investors were recently received, with net proceeds exceeding earlier estimates by \$3 to \$4 million.

14. Action Item: Approval of the UC College of Law, SF Limited Obligation Bonds, 100 McAllister Street Tower, Federally Taxable Series 2026

Mr. Seward invited members of the financing team to the table, including Mr. Smith, Mr. Wang, and Mr. Larkin. He also noted that representatives from Raymond James and other members of the financing team were participating remotely. The purpose was to review the financing documents and outline the process and timeline.

Mr. Seward explained that the financing package is scheduled to be presented to the full Board for final approval on December 5. The College has been working closely with the State Treasurer's Office and adjusted the issuance timeline to comply with state blackout periods. The blackout period ends on January 10, coinciding with the release of the Governor's 2026-2027 budget. The anticipated financial close is February 2–3, a very tight timeline. While current construction has been supported with existing cash, achieving liquidity through the February financial close is critical. He added that a major component of the process involves discussions with Moody's regarding the rating of the debt. The debt is structured with security limited to the state's annual \$10 million support, which is not a binding obligation on future legislatures.

Mr. Smith stated that a summary memorandum had been presented at the prior Board meeting in September and has since been updated and included in the current materials. He explained that the team largely retained the same template for the update, and that the primary change reflected in the memo is the receipt of proposals from the housing tax credit investors. He noted that two very strong proposals were received. Mr. Smith added that the project team, including representatives from his firm, is meeting to review the latest negotiations with the proposers. He indicated that while there is optimism that progress could be made by the December meeting, that timeline may be ambitious. The goal is to develop a formal letter of intent that could be presented to the Board at a future meeting. As a result of the proposals, the updated memo reflects a higher degree of confidence in the projected yield and net benefit of the tax credits, which are also now projected at a higher value than previously. He noted that the memo includes a non-specific range, as discussions with the two active proposers are ongoing, and that a more refined number is expected in a future update, though it will likely remain within the same general range.

Mr. Wang stated that the financing structure will rely on available funds, including the \$10 million state appropriation, and potentially additional amounts depending on discussions with the rating analysts. He noted that other College funds may also be available to support debt service on the bonds. He described the structure as relatively straightforward, with no real estate collateral, student rent security, or similar pledges,

and expressed the view that this should present a compelling credit profile for the capital markets and rating agencies.

Mr. Seward explained that discussions with Moody's have evolved. While the College had initially hoped Moody's would limit its risk assessment to the state appropriation supporting the debt, Moody's has indicated it will instead evaluate the financing based on the credit rating of the issuer. As the issuer, the College carries a Baa1 credit rating. He noted that the financing plan assumes pricing consistent with a Baa1 rating, including an estimated 25 basis point margin. Mr. Smith added that the projections include a modest cushion in the assumed interest rates at the Baa1 level, and that this conservative approach is why those assumptions are being used to estimate net proceeds at this stage.

Mr. Seward continued that, as part of ongoing discussions with Moody's, the College is exploring several options to increase confidence in achieving a Baa1 rating. While an improved rating would be ideal, he emphasized that such outcomes cannot be assumed. One option under consideration is seeking an indicative rating to help guide decision-making and determine whether it may be necessary to expand the pledge securing the bonds to include all state appropriations, rather than only the portion explicitly identified for debt service. He explained that a key concern for investors relates to how the state Budget Act is structured. For example, the current budget includes a \$34.1 million appropriation, with specific language noting that \$10.07 million is allocated for debt service on the 100 McAllister project. However, future budget bills may not include that same level of detail. Investors may therefore question how they can be assured of receiving the \$10.1 million allocation if circumstances change. To address this concern, Mr. Seward stated that the College is evaluating the possibility of broadening the definition of available funds to include all legally available funds including state appropriations and student fee revenue, which would mitigate that risk. He noted that the University of California uses a similar approach for its general obligation bonds, treating all appropriations and resident fee revenues as pledgeable.

Mr. Larkin stated that, under the current structure, the financing documents are in very good shape, particularly the preliminary official statement, including Appendix A, which presents the College's overall narrative. He noted that even if the team were to move forward with a broader pledge that included a larger state appropriation and student fee revenue, he does not believe that change would require significant restructuring of the documents. He emphasized that the core strength of the indenture lies in its provisions requiring affirmative action by the College. These include obligations to actively seek the state appropriation, closely monitor the Governor's proposed budget and the May revision, and take proactive steps if the appropriation is not included. He explained that these requirements function as the primary enforcement mechanism and are a key feature investors will focus on. Mr. Larkin added that the credit is fundamentally based on the state appropriation. He said

that the disclosures already spend considerable time explaining the potential risks and ways the appropriation process could fail, arguably more time than is spent on other aspects of the transaction, but that transparency reinforces the credibility of the structure as it is currently presented to investors.

Director Power asked whether the College could point potential investors to any historical examples where projects were funded in a similar manner, specifically, cases where the state did not have a legally binding future obligation, but nonetheless continued to provide appropriations over time so investors could take comfort in the state's track record of performance. Mr. Seward responded that the closest examples he is aware of are within the University of California system. In those cases, when the Legislature has used appropriations to support debt service, UC typically bundles many projects into a single, large general obligation or revenue bond issuance. As a result, only a few projects within a much larger, diversified issuance may rely on this type of appropriation support, and they benefit from the overall size, capital base, and credit strength of the UC system. He noted that this structure is not directly comparable to UC Law's situation, since the College does not have the benefit of that broader system-level diversification and financial heft.

Director Power then asked about the implications for the College if it were to expand the pledge to include the full state appropriation. Specifically, she asked what it would mean for the College if, in a future year, the appropriation did not fully materialize after such a pledge had been made. Mr. Seward explained that changes to base budgets are almost always made at the margins rather than through wholesale reductions. He gave recent examples to illustrate how state budget cuts are typically applied. For instance, in a prior budget cycle, the CSU system had debt service obligations excluded before an overall reduction was applied, while UC experienced an administrative error where cuts were applied to the entire appropriation, including debt service. Applying a hypothetical scenario to UC Law, Mr. Seward noted that if the College's \$34.1 million state appropriation were reduced by 10%, a historically very large and unlikely cut that would amount to a reduction of roughly \$3.4 million. Bondholders would still expect the full \$10.1 million in debt service support, meaning the College would have to absorb a larger reduction on the operating side in order to meet its bond obligations. In other words, an expanded pledge could result in a greater internal operating gap if cuts were calculated in a way that did not protect debt service. However based on decades of experience, base budget changes are usually modest often in the 5–10% range and large reductions have been rare, with the most significant occurring decades ago during policy shifts that were ultimately offset by student fee revenue. He also pointed out that, despite widespread discussion of a 7.95% cut in the most recent cycle, UC Law actually received a 7% increase. Mr. Seward concluded that expanding the pledge would obligate the College to remain actively engaged in Sacramento and to continue advocating for its budget. While the College would not be legally required to preserve the debt service appropriation, in practice it would almost certainly do so. For that reason, he suggested that since the

College would effectively treat the obligation as binding anyway, broadening the pledge could make sense if it strengthens investor confidence and improves the financing terms.

Director Lewenhaupt followed up on Director Power's question, summarizing that it would be extremely unusual for the state to completely eliminate the \$10 million appropriation. He noted that, even in difficult fiscal times, what is far more likely is a percentage-based reduction applied across the budget, rather than the State deciding to stop funding a specific, previously financed component altogether. From his perspective, Sacramento tends to view the appropriation as part of the College's overall budget, making a scenario in which the State withdraws that entire portion highly unlikely. Mr. Seward agreed, stating that he does not see a realistic scenario in which the State would simply reclaim the \$10 million and leave the College to manage the project on its own. He emphasized that the project is a student housing initiative intended to benefit college students throughout the Bay Area, particularly in a housing market that is expected to become increasingly constrained as San Francisco continues its resurgence. He described the project as addressing a widely recognized housing problem and noted that, because of its purpose and public benefit, it is highly unlikely the program would be singled out for elimination.

Motion:

The Chair called for a motion to recommend the Board approve the UC College of Law, SF Limited Obligation Bonds, 100 McAllister Street Tower, Federally Taxable Series 2026.

Motion made and seconded. Motion carried.

15. White Paper - Expanding Financing Tools for the Renovation of Historic Public Educational Facilities and Proposed Legislation

Mr. Seward stated that the College is among the first public higher education institutions to deploy federal historic tax credits. The College has shared its experience with UCLA, which is considering historic tax credits for its Trust Building project in downtown Los Angeles, and has reached out to the CFOs of the CSU and California Community College systems. The College is also pursuing legislation to simplify the process, though no Tower financing plans are contingent on that legislation.

16. Listing of Checks & Wire Transfers over \$100,000

Ms. Plenski stated that this item was informational only and consisted of a listing of checks and wire transfers in amounts exceeding \$100,000.

The Committee entered closed session at 11:25 a.m. pursuant to Education Code Section 9 Section 92032(b)(5)&(6) and Cal. Gov't Code §11126.

The Chair reconvened the open session at 11:41 a.m.

The Secretary reported that the committee approved the closed session minutes.

17. Adjournment

The Chair adjourned the meeting at 11:41 a.m.

Respectfully submitted,

John K. DiPaolo, Secretary

REPORT ITEM

1. **REPORT BY:** Chief Financial Officer David Seward
2. **SUBJECT:** Investment Report – As of December 31, 2025
3. **REPORT:**

Investment fund balances held by the University of California are displayed below:

	As of 6/30/2024	As of 6/30/2025	As of 12/31/2025
Hastings Endowment Fund (GEP)	\$57,038,235	\$63,206,851	\$67,889,703
Hastings Operating Fund (GEP)	78,281,533	87,763,484	80,680,168
Endowed Funds Held by Regents (GEP-7)	11,241,618	12,058,497	12,498,409
Hastings Operations – STIP	323,025	7,655	364,690
<i>Sub-total</i>	146,884,411	163,036,487	161,432,970
100 McAllister Project Fund – STIP	48,910,757	55,467,207	41,600,272
100 McAllister Project Fund – TRIP	50,443,458	0	10,425
<i>Sub-total</i>	99,354,215	55,467,207	41,610,697
<i>Total</i>	\$ 246,238,626	\$ 218,503,694	\$ 203,043,667

ACTION ITEM

- 1. REPORT BY:** Chief Financial Officer, David Seward
- 2. SUBJECT:** Core Operations Budget Report for 2025-26
– As of December 31, 2025, and Mid-Year Budget Changes

3. RECOMMENDATION:

The Finance Committee recommends that the Board of Directors approves the 2025-26 budget for core operations as revised at mid-year.

Overview

The mid-year revised budget was developed after reviewing departmental budget status and evaluating revenues and expenditures based on year-to-date actual figures. The 2025-26 midyear revised budget reflects a modest revenue downgrade, offset by stronger-than-expected operating expense performance, resulting in a favorable improvement to projected operating income. Total operating revenues are revised downward by \$1.3 million (-1.4%) to \$94.9 million, while total operating expenses decreased by \$2.8 million (3.1%) to \$86.5 million. The combined effect increases projected operating income by \$1.5 million to \$8.3 million; after adjusting for the transfer of \$10.1 million for the McAllister Tower project, a core operations budget deficit of \$(1.7) million, or -2% is projected. This figure excludes any unrealized/realized gain/loss on investments.

The projected income before internal fund transfers is \$8.9 million, and the projected change in net assets is \$(18.9) million, with \$27.8 million in internal fund transfers. Attached is the mid-year budget report for the fiscal year 2025-26, as of December 31, 2025. Significant variances are described below.

Revenues

Tuition-related adjustments account for nearly the entire revenue decline. JD Enrollment Fee revenue falls by \$1.4 million, reflecting enrollment shifts that require continued monitoring, but are offset by reduced financial aid spending in the current year. LL.M. tuition decreases by \$0.4 million, which is also largely offset by decreases in financial aid expenses. These declines are partially offset by stronger performance in MLS tuition (+\$0.38 million) and a favorable adjustment to veteran fee waivers (+\$0.2 million). State appropriations remain flat, and Other Income decreases by \$0.1 million, driven by lower administrative overhead recovery from grants and reduced miscellaneous activity.

▪ **Tuition and Related Fees**

The mid-year revised budget of \$58.8 million decreased by \$1.2 million, or 2.0%, based on actual paid enrollment fees as of January 2026. This reflects a 1.7% decrease in FTE enrollment relative to the initial budget projections.

FTE Student Enrollment 2025-26	Beginning Budget	Mid-Year Revised Budget	Budget Change	% Change
JD	1,064.0	1,038.2	-25.8	-2.4%
JD Fee Waivers	-31.0	-27.0	4.0	-12.9%
LL.M.	22.0	15.1	-6.9	-31.3%
MLS & CLS	29.7	39.8	10.1	34.2%
TOTAL	1,084.7	1,066.1	-18.5	-1.7%

- **JD Enrollment Fee**—The JD enrollment fee is \$53,087, and enrollment was projected at 1,064 FTE students in the 2025-26 beginning budget and revised to 1,038 FTE students with a 2.4% decrease, reflecting enrollment adjustments based on actual student invoicing at the beginning of the Spring semester. Budgeted at 390 FTE new incoming JD students, the actual 1L enrollment was 382 FTE students at the start of the Fall semester and 378 FTE at the start of the Spring semester, for a combined enrollment of 380 FTE 1L JD students, which is 10 FTE students less than the projection target. The budget is adjusted at midyear to reflect a \$1.4 million decline in projected enrollment fees; this is offset by a reduction of \$2 million in projected financial aid expense for a net budgetary adjustment of \$0.6 million
- **Veteran Fee Waivers**—An unfunded state mandate that provides full enrollment fee waivers for eligible students, which were budgeted at 31 FTE students and numbered 27 as of spring, for \$1.4 million in foregone revenues; this midyear revised budget improves net tuition revenue by \$0.2 million. In 2024-25, 31.5 FTE students received waivers for \$1.6 million in foregone revenue.
- **LL.M. Tuition**—The fee of \$55,000 for LL.M. students was budgeted to be paid by 22 FTE students. As of January 2026, revenue from 15.1 FTE students has been recorded. The LL.M. tuition budget has been revised to \$0.8 million, reflecting a 31% decrease based on actual payments received as of January 2026, suggesting lower projected enrollment. The midyear revenue budget

adjustment of (\$379,107) is offset by a reduction in financial aid grant expense of \$302,450.

- **MLS & CLS Tuition**—Part-time students are enrolled in the MLS and CLS programs, with a projected enrollment of 29.7 FTE students paying a \$37,500 annual fee in 2025-26. As of January 2026, revenue from 39.8 FTE students has been recorded. The MLS and CLS tuition budget have been revised to \$1.5 million, reflecting a 34% increase based on actual payments received as of January 2026, partially offsetting declines elsewhere.
- **HPL Revenue Share**—The 2025-26 budget project 23 FTE student enrollment for a total of \$1.1 million in fees collected by UC Law SF before paying UCSF's revenue share of \$0.4 million at fiscal year-end, resulting in a net revenue share projection of \$0.7 million. The mid-year budget remains unchanged and represents the revenues retained after the shared funding agreement with UCSF. The \$1.0 million in HPL revenue received as of December 2025 includes the UCSF revenue share, which will be distributed at fiscal year-end.
- **Unrealized Gain/Loss on Investments**—This category accounts for the change in the market value of the state fund's share of the UC General Endowment Pool (GEP). This is not a budget item due to market fluctuations and the lack of a basis for projection. As of December 2025, unrealized gains of \$4.2 million have been posted. Unrealized gains of \$2.4 million were recognized as of December 2024. Unrealized gains totaled \$6.1 million as of the 2024-25 fiscal year-end.
- **Overhead Allowances**—This includes administrative overhead revenue from grants and contracts, and 5% of the operating revenue from Auxiliary Enterprises. The mid-year revised budget decreased by \$110,565, or 11%, driven primarily by lower overhead recoveries from grants and contracts. As of December 2025, \$233,840, or 27% of the revised budget, had been posted, primarily because we post Auxiliary Enterprise administrative overhead revenue at fiscal year-end.

Expenses

Mid-year revisions reflect savings, with total planned operating expenses decreasing by \$2.8 million (3.1%). The most substantial change is a reduction in Financial Aid Grants (\$2.7 million), which is the primary factor improving the net outcome for the year. Compensation-related costs also declined, with Salaries & Wages decreasing by \$0.8 million and Staff Benefits by \$0.3 million, reflecting position management, vacancy savings, or benefit recalibrations. These savings help offset a series of cost increases in specific operational areas. Notable upward adjustments include Other Contract Services (+\$0.6 million), Utilities (+\$0.4 million), and higher Audit, Legal, and Case Costs (+\$0.1 million). These increases reflect the timing of planned projects, rising utility rates, and expanded contractual needs.

The completed \$27.8 million transfers from the Operating Reserve und to the Tower Renovation fund (\$10.1 million) and the Debt Management Fund (\$17.7 million) resulted in an overall spending rate of 68% against the midyear-revised budget. Excluding these internal fund transfers, the spending rate as of December 2025 is 58% of the midyear-revised budget, an improvement from 63% as of December 2024.

- **Salaries & Wages**— The mid-year revised budget decreased by -\$0.8 million or -2.4% from the beginning budget, primarily attributed to vacancy savings due to staff turnover. The current budget of \$31.9 million represents a 3% increase over the prior year's actuals.

The mid-year revised budget includes funding for:

- Faculty compensation 3% adjustment pool allocated to faculty as 3% general salary adjustments effective January 1, 2026.
- Non-represented career staff compensation 3% general salary adjustments effective January 1, 2026.
- General salary adjustments for represented staff AFSCME and AFT Librarians—an allocation providing funding equivalent to a 3% and 3.5% salary increase, effective January 1, 2026, respectively.
- A provisional allocation of \$326,910 to fund two vacant faculty lines and \$159,102 to fund Classroom instructional needs.
- One-time savings from partial buyouts of state salaries through nonstate grant and chair funding.

The mid-year revised salaries and wages budget includes the following adjustments:

- An Associate Professor of Law had been voted for tenure effective January 2026 and moved to ladder faculty step 3.
- One lecturer resigned in December 2025. A new lecturer was hired in January to backfill the vacancy line. A new lecturer was hired in January to serve as a temporary backfill until July 2026.
- Decreased budget allocations totaling \$84,711 for Adjunct and Sullivan faculties based on actual expenditures year to date.
- The regular staff salaries budget for the IT department was reduced by \$395,373 (26.9%) primarily due to the delays in filling the CIO and CISO positions. The CIO position is planned to be filled in March 2026, and the CISO position is planned to be filled in FY2027.
- The regular staff salaries budget for the Law Library was reduced by \$185,059 (13.8%) due to the temporary vacancies for two Associate Librarians and one vacant librarian line.
- The regular staff salaries budget for the Alumni Center was reduced by \$87,040 (25.7%) due to the temporary vacancies for the Director of Planned Giving position.

- **Staff Benefits**—The mid-year revised budget decreased by -\$0.3 million or -2.7% from the beginning budget, which is closely aligned with the -2.4% budget reduction for salaries and wages. As of December 2025, \$5.1 million, or 48.7% of the midyear-revised budget, had been posted. This aligns with salary expenditure and is consistent with the payroll timing for the first two quarters. The 2024-25 actual expense of \$4.7 million included \$(5.8) million in non-cash pension liability, retiree health benefits expense, and OPEB adjusting entries. Excluding these non-cash adjustments, the 2024-25 actual staff benefits cost is \$10.5 million, and the \$5.1 million expense as of December 2025 was 49% of this total.
- **Audit, Legal, and Case Costs**—The mid-year revised budget increased by \$122,000 million or 30.1% from the beginning budget, primarily attributed to unexpected compliance-related legal service needs. As of December 2025, \$102,164, or 19.4% of the midyear-revised budget, has been spent. More spending is expected in the remainder of the fiscal year.
- **Travel**—The mid-year revised budget increased by \$43,336, or 5%, from the beginning budget, mainly due to increased faculty research travel needs for certain faculties. Allocations for travel in 2025-26 increased 24% over 2024-25 actual expenditures. Included are faculty research and professional development allocations from which other expenditure categories are allowed. As of December 2025, \$281,936, or 31.2% of the revised budget, was spent. This is mainly because \$50,923 (20.7%) of the \$246,180 budget allocated to faculty research accounts has been spent, and more travel is expected in the remainder of the year. Moot Court student competition team travel is budgeted at \$250,000, and \$102,104 (41%) has been paid to date.
- **Computer Software**—The mid-year revised budget increased by \$59,603, or 3.9%, from the beginning budget, primarily for Phase II of EnrollmentRX Admissions Platform for Graduate Division. The revised budget is projected at \$1.6 million, a 76% increase from 2024-25 actuals, driven by higher prices and additional software needs. \$303,720 of the increase is for new cybersecurity software (Darktrace), the Centegix 9-1-1 Panic Button Alert System, and a license for the "Instrument1" Grant Fundraising and Management Platform. As of December 2025, \$1.2 million, or 76% of the revised budget, was spent, reflecting annual licensing renewals typically paid in the first two quarters. This is comparable to 89% of the 2024-25 actuals paid as of December 2024.
- **Security Service Contract**—The mid-year budget remains constant and is projected at \$5.0 million, and \$3.2 million is for public safety services provided by Urban Alchemy. As of December 2025, \$0.9 million, or 18.6% of the total budget, had been posted, compared with 23% of the total 2024-25 cost as of December 2024. This is mainly because around \$1.4 million in security services provided from September to December 2025 were not posted until February 2026. Also, a \$276,069 security services payment to Urban Alchemy is pending reclassification from the Other Contract Services line.

- **Other Contract Services**—This budget category contains various contracted services across all functions and departments of the College. The mid-year revised budget increased by \$0.6 million, or 27.3%, from the beginning budget, primarily for IT Internet Service Redundancy, IT project Redaptive, and T5 Solutions Technology Consulting Services. As of December 2025, \$1.9 million, or 71.4% of the total budget, was posted. This is mainly because around \$0.7 million, or 95% of the budget allocated for hosted systems contracts for IT and Library, was paid. \$276,069 security services payment to Urban Alchemy is pending reclassification to the Security Service contract line.
- **Utilities**—The mid-year revised budget increased by \$0.4 million, or 27.6%, from the beginning budget, primarily due to rate-driven electricity cost increases. As of December 2025, \$0.7 million, or 43.4% of the total budget, had been posted, compared with 40% of the 2024-25 total cost as of December 2024. The 2025-26 revised budget of \$1.7 million represents a 44% increase over the 2024-25 actuals, driven by increased usage and higher energy rates.
- **Equipment and Improvements**—The mid-year revised budget increased by \$56,930 or 5.7%, from the beginning budget, mainly for a one-time Firewall appliance for network redundancy and related equipment. As of December 2025, \$0.9 million, or 85% of the revised budget, was posted. This is primarily attributed to \$0.7 million paid for building improvements for the Kane Hall Law Café dining services code updates.
- **Financial Aid Grants**—The mid-year revised budget decreased by -\$2.7 million, from the beginning budget based on the actual awards through the spring semester posted by January 2026. The major reduction is in JD grants at \$2.0 million (12%), due to a lower discount rate applied for grant projections and a -2.4% decrease in JD enrollment. The reduction also included \$0.4 million (31%) in housing stipends. As of December 2025, \$15.7 million, or 96.7% of the revised budget, was posted.

Financial Aid 2025-26	Beginning Budget	Mid-Year Revised Budget	\$ Variance	% Variance
JD Grants	16,724,758	14,754,419	(1,970,339)	-12%
Housing Stipend	1,304,000	900,000	(404,000)	-31%
LLM Grants	728,500	426,050	(302,450)	-42%
MLS Grants	150,000	123,958	(26,042)	-17%
LRAP	10,000	10,000	-	0%
Summer Internships	16,111	16,111	-	0%
NAOPS Scholarship	8,000	8,000	-	0%
Total Financial Aid	\$ 18,941,369	\$ 16,238,538	\$ (2,702,831)	-14%

- **Transfer to Other Funds**—The mid-year revised budget increased by \$17.7 million from the beginning budget to incorporate the Board-approved establishment of a Debt

Management Fund and the broadened scope of the Plant Fund Reserve. As of December 2025, \$27.8 million has been transferred. An additional \$10.1 million is budgeted to transfer the ongoing General Fund allocation supporting debt service for the McAllister Tower building capital renovation project, which was fully received from the state and transferred to the Tower Renovation fund in August 2025. The Board of Directors approved the establishment of a board-designated Debt Management Fund with an initial capitalization of \$20 million and a modification to the Plant Fund Reserve to supplant building-specific reserve funds, up to a funding level of \$12.7 million. \$17.7 million was transferred from the Operating Reserve Fund in December 2025.

Summary – Core Operations

The 2025–26 mid-year revised budget reflects modest revenue softness offset by operating expense management. Total revenues budget decreased by \$1.3 million (1.3%), primarily due to updated enrollment projections impacting JD and LL.M. tuition. This decline was partially offset by growth in MLS/CLS programs and stable state appropriations.

In response, management implemented expense adjustments, resulting in a \$2.8 million (3.1%) reduction in the operating expenses budget. The most significant changes include reduced financial aid projections, vacancy management within personnel budgets, and selective operating cost controls. At the same time, the budget accounts for inflation-driven increases in utilities and in certain contractual and compliance-related services.

Because operating expense reductions exceed revenue declines, the revised budget strengthens projected operating income to \$8.3 million. After operating revenues are adjusted for the \$10.1 million appropriation funding transfer expense, the net operating loss is (\$1.7) million. Including \$0.6 million in non-operating revenue from investment income and \$(27.8) million in internal movements of fund resources, the projected change in net assets by June 30, 2026, is \$(18.9) million for ending net assets in the core operating fund at \$17 million.

SUMMARY - OPERATIONS	Beginning Budget 2025-26	Midyear Revised Budget 2025-26	\$ Change of Midyear to Beginning Budget	% Change of Midyear to Beginning Budget	Actual as of 31-Dec-2025	Actual Dec-2025 as a Percent of Revised Budget
Operating Revenues (Expenses)						
Operating Revenues	96,178,780	94,875,099	(1,303,681)	-1.4%	81,182,050	86%
Operating Expense	(89,296,728)	(86,542,394)	2,754,334	-3.1%	(50,112,480)	58%
Operating Income (Loss)	6,882,052	8,332,705	1,450,653	21%	31,069,570	373%
Non-Operating Revenues (Expenses)						
Investment Income	600,000	600,000	-	0%	298,363	50%
Realized/Unrealized Gains (Losses)	-	-	-	-	4,216,566	-
Net Non-Operating Revenues	600,000	600,000	-	0%	4,514,929	752%
Income (Loss) Before Transfers	7,482,052	8,932,705	1,450,653	19%	35,584,499	398%
Transfers						
Transfer from Other Funds	-	-	-	-	-	-
Transfer to Other Funds	(10,079,000)	(27,804,657)	(17,725,657)	176%	(27,804,657)	100%
Net Transfers	(10,079,000)	(27,804,657)	(17,725,657)	176%	(27,804,657)	100%
Change in Net Assets	\$ (2,596,948)	\$ (18,871,952)	(16,275,004)	-	\$ 7,779,842	-
Beginning Net Assets - Operating	35,904,147	35,904,147	0	0%	35,904,147	-
Ending Net Assets - Operating	\$ 33,307,199	\$ 17,032,195	\$ (16,275,004)	-49%	\$ 43,683,989	-

Plant Fund Reserve

The State Plant Fund Reserve ended 2024-25 with a balance of \$7.4 million. The 2025-26 Long-Range Campus Plan (LRCP) budget does not include any new project expenditure funding from this source and estimates an additional \$128,193 from investment income. The Board of Directors approved a modification to the plant fund reserve to be managed to supplant building-specific reserve funds, allocating up to \$12.7 million to the account. \$4.7 million was transferred to the Plant Fund Reserve in December 2025. Investment activity through December 2025 added \$0.6 million, and the Fund’s current balance is \$12.7 million.

Lease-Revenue Bond Rental Payments

The State Budget Act of 2025 includes \$3.09 million in General Fund capital item 6600-093-0001 for support of UC Law SF. This is the scheduled rental payment for the 333 Golden Gate building, funded by lease-revenue bonds through the State of California. This is a pass-through transaction with no net cash flow impact on the College. The State Public Works Board withdraws through the State Controller’s Office. The budget has been revised to \$3.11 million to align with the Governor’s budget.

California Scholars

A total of \$9 million in State of California funding (\$4.5 million in 2018-19 and \$4.5 million in 2021-22) is being tracked in a separate restricted fund program for planned expenditures over several years. Funding provides full-fee scholarships and living expenses to qualifying students from historically Black colleges or universities (HBCUs) or the American University of Armenia for three years at UC Law SF. The 2025-26 student

scholarships budget has been revised to \$0.7 million to align with the actual awards. The projected fund balance at the end of the fiscal year is \$5.0 million.

4. PROPOSED RESOLUTION:

Resolved that the Finance Committee recommends that the Board of Directors approve the 2025-26 mid-year revised state budget for core operations.

Attachment:

- 2025-26 State Budget Report as of December 31, 2025, and Midyear Budget Changes.

REVENUES	Beginning Budget 2025-26	Midyear Revised Budget 2025-26	\$ Change of Midyear to Beginning Budget	% Change of Midyear to Beginning Budget	Actual as of 31-Dec-2025	Actual Dec2025 as a Percent of Revised Budget	Year-end Actual 2024-25	Actual as of 31-Dec-24	Actual Dec-2024 as a Percent of 2024-25
State Appropriations									
General Fund	34,915,000	34,915,000	-	0%	22,091,050	63%	23,181,000	11,184,550	48%
Lottery Fund	231,000	242,000	11,000	5%	(31,396)	-13%	221,469	(32,675)	-15%
Subtotal	35,146,000	35,157,000	11,000	0%	22,059,654	63%	23,402,469	11,151,875	48%
Tuition and Related Fees									
JD Enrollment Fee	56,484,568	55,115,912 *	(1,368,656)	-2%	55,246,627	100%	52,831,948	53,079,552	100%
Non-resident Tuition	1,094,436	1,094,436	-	0%	1,098,779	100%	947,786	966,506	102%
Veteran Fee Waivers	(1,645,697)	(1,433,349) *	212,348	-13%	(1,433,349)	100%	(1,556,041)	(1,530,873)	98%
LL.M. Tuition	1,210,000	830,893 *	(379,107)	-31%	830,893	100%	1,174,466	1,174,466	100%
MLS and CLS Tuition	1,111,875	1,492,178 *	380,303	34%	1,590,146	107%	771,648	803,156	104%
HPL Revenue Share	743,969	743,969 *	-	0%	966,239	130%	734,672	1,095,259	149%
Summer Legal Institute	669,136	669,136	-	0%	307,160	46%	685,618	248,622	36%
MBE Support Fee	133,770	130,800	(2,970)	-2%	130,200	100%	134,880	134,520	100%
Other Student Fees	151,360	129,110	(22,250)	-15%	111,925	87%	151,686	69,176	46%
Subtotal	59,953,417	58,773,085 *	(1,180,332)	-2.0%	58,848,621	100%	55,876,662	56,040,383	100%
Scholarly Publications									
Subscription Revenues	34,394	34,394	-	0%	6,128	18%	28,925	9,711	34%
Subtotal	34,394	34,394	-	0%	6,128	18%	28,925	9,711	34%
Other Income									
Investment Income	600,000	600,000	-	0%	298,363	50%	609,015	231,866	38%
Realized Gain/Loss on Sale of Investments	-	-	-	-	-	-	3,469	473	-
Unrealized Gain/Loss on Investments	-	- *	-	-	4,216,566	-	6,144,320	2,421,626	39%
Overhead Allowances	986,769	876,204 *	(110,565)	-11%	233,840	27%	777,125	304,226	39%
Miscellaneous Income	58,200	34,416	(23,784)	-41%	33,806	98%	207,542	10,072	5%
Subtotal	1,644,969	1,510,620	(134,349)	-8%	4,782,575	317%	7,741,470	2,968,263	38%
Transfer from Other Funds									
TOTAL REVENUES	\$ 96,778,780	\$ 95,475,099	\$ (1,303,681)	-1.3%	\$ 85,696,978	90%	\$ 89,438,511	\$ 70,456,228	79%

*See attached narrative report

EXPENSES	Beginning Budget 2025-26	Midyear Revised Budget 2025-26	\$ Change of Midyear to Beginning Budget	% Change of Midyear to Beginning Budget	Actual as of 31-Dec-2025	Actual Dec-2025 as a Percent of Revised Budget	Year-end Actual 2024-25	Actual as of 31-Dec-24	Actual Dec-2024 as a Percent of 2024-25 Year-end Actual
Salaries & Wages	32,658,452	31,889,730 *	(768,722)	-2.4%	15,628,219	49.0%	30,944,919	15,674,879	51%
Student Wages-Reg. & Work-study	744,699	697,406	(47,293)	-6.4%	274,638	39.4%	622,631	297,593	48%
Staff Benefits	10,783,006	10,491,672 *	(291,334)	-2.7%	5,107,904	48.7%	4,726,518	5,104,715	108%
Consultants	635,749	612,402	(23,347)	-3.7%	441,262	72.1%	613,978	269,227	44%
Employee Development & Testing	132,880	121,393	(11,487)	-8.6%	67,553	55.6%	128,784	83,433	65%
Recruiting & Advertising	427,440	454,160	26,720	6.3%	350,459	77.2%	511,780	317,355	62%
Audit, Legal, and Case Costs	404,790	526,790 *	122,000	30.1%	102,164	19.4%	358,641	140,782	39%
Insurance	1,168,663	1,174,386	5,723	0.5%	1,163,589	99.1%	874,474	859,474	98%
Printing & Copier Service	297,383	279,320	(18,063)	-6.1%	135,556	48.5%	274,350	141,216	51%
Supplies	380,275	380,234	(41)	0.0%	159,074	41.8%	370,562	159,611	43%
Travel	861,163	904,499 *	43,336	5.0%	281,936	31.2%	729,237	331,978	46%
Memberships & Subscriptions	366,751	369,564	2,813	0.8%	135,883	36.8%	369,839	167,726	45%
Events & Entertainment	708,347	696,584	(11,763)	-1.7%	321,621	46.2%	687,675	295,663	43%
Computer Software	1,535,337	1,594,940 *	59,603	3.9%	1,213,974	76.1%	905,756	802,152	89%
Data Processing	474,775	473,775	(1,000)	-0.2%	125,251	26.4%	466,083	17,568	4%
Electronic Databases & Bibliography Svcs	594,150	578,637	(15,513)	-2.6%	480,306	83.0%	563,454	532,011	94%
Books & Bindings	526,069	437,542	(88,527)	-16.8%	317,864	72.6%	587,468	419,451	71%
Equipment Maintenance	166,154	173,862	7,708	4.6%	101,942	58.6%	192,567	123,112	64%
Building Maintenance	5,117,590	5,127,590	10,000	0.2%	2,105,987	41.1%	4,497,777	1,931,844	43%
Security Service Contract	5,010,000	5,010,000 *	-	0.0%	929,763	18.6%	5,546,736	1,294,650	23%
Other Contract Services	2,107,456	2,682,699 *	575,243	27.3%	1,914,817	71.4%	2,047,303	1,366,775	67%
Utilities	1,310,417	1,672,712 *	362,295	27.6%	725,719	43.4%	1,158,312	459,093	40%
Equipment & Improvements	998,392	1,055,322 *	56,930	5.7%	898,435	85.1%	171,353	116,807	68%
Space & Equipment Rental	2,694,489	2,671,339	(23,150)	-0.9%	1,266,167	47.4%	3,262,743	1,584,056	49%
Miscellaneous Expense	250,932	227,298	(23,634)	-9.4%	156,857	69.0%	275,275	140,092	51%
Financial Aid Grants	18,941,369	16,238,538 *	(2,702,831)	-14.3%	15,705,537	96.7%	14,868,892	14,865,521	100%
Transfer to Other Funds	10,079,000	27,804,657 *	17,725,657	175.9%	27,804,657	100.0%	4,213,899	0	0%
TOTAL EXPENSES	\$ 99,375,728	\$114,347,051	14,971,323	15.1%	\$ 77,917,137	68%	\$79,971,005	\$ 47,496,783	59%

*See attached narrative report

2025-26 State Budget Status Report as of December 31, 2025 and Midyear Budget Changes

SUMMARY - OPERATIONS	Beginning Budget 2025-26	Midyear Revised Budget 2025-26	\$ Change of Midyear to Beginning Budget	% Change of Midyear to Beginning Budget	Actual as of 31-Dec-2025	Actual Dec-2025 as a Percent of Revised Budget	Year-end Actual 2024-25	Actual as of 31-Dec-24	Actual Dec-2024 as a Percent of 2024-25 Year-end Actual
Operating Revenues (Expenses)									
Operating Revenues	96,178,780	94,875,099	(1,303,681)	-1.4%	81,182,050	86%	80,292,723	67,516,268	84%
Operating Expense	(89,296,728)	(86,542,394)	2,754,334	-3.1%	(50,112,480)	58%	(75,757,106)	(47,496,783)	63%
Operating Income (Loss)	6,882,052	8,332,705	1,450,653	21%	31,069,570	373%	4,535,617	20,019,485	441%
Non-Operating Revenues (Expenses)									
Investment Income	600,000	600,000	-	0%	298,363	50%	609,015	231,866	38%
Realized/Unrealized Gains (Losses)	-	-	-	-	4,216,566	-	6,147,789	2,422,098	39%
Net Non-Operating Revenues	600,000	600,000	-	0%	4,514,929	752%	6,756,803	2,653,964	39%
Income (Loss) Before Transfers	7,482,052	8,932,705	1,450,653	19%	35,584,499	398%	11,292,420	22,673,449	201%
Transfers									
Transfer from Other Funds	-	-	-	-	-	-	2,388,985	285,996	12%
Transfer to Other Funds	(10,079,000)	(27,804,657)	(17,725,657)	176%	(27,804,657)	100%	(4,213,899)	-	0%
Net Transfers	(10,079,000)	(27,804,657)	(17,725,657)	176%	(27,804,657)	100%	(1,824,914)	285,996	-16%
Change in Net Assets	\$ (2,596,948)	\$ (18,871,952)	(16,275,004)	-	\$ 7,779,842	-	\$ 9,467,506	\$ 22,959,445	-
Beginning Net Assets - Operating	35,904,147	35,904,147	0	0%	35,904,147	-	32,282,983	32,282,983	-
Ending Net Assets - Operating	\$ 33,307,199	\$ 17,032,195	\$ (16,275,004)	-49%	\$ 43,683,989	-	\$ 41,750,488	\$ 55,242,428	-

*See attached narrative report

ACTION ITEM

1. **REPORT BY:** Chief Financial Officer, David Seward
2. **SUBJECT:** Auxiliary Enterprises Budget Report for 2025-26
-- As of December 31, 2025, and Mid-year Budget Changes
3. **RECOMMENDATION:**

The Finance Committee recommends that the Board of Directors approve the attached revised 2025-26 mid-year budgets for auxiliary enterprises – McAllister Tower, Parking Garage, Student Health Services, and Special Events and Guest Services.

4. BACKGROUND:

Attached are the mid-year budget reports as of December 31, 2025. The mid-year revised budget was developed after reviewing each auxiliary enterprise budget performance and evaluating revenues and expenditures based on year-to-date figures. Significant variances are discussed below.

The following budget variances apply to all auxiliary enterprises with these categories:

Expenditures

- Overhead Pro Rata – All auxiliary enterprises are assessed administrative overhead expenses to reflect indirect costs. The rate is set at 5% of the total operating revenues for each auxiliary enterprise. Overhead expenditures from auxiliary enterprises will be posted at the end of the 2025-26 fiscal year. The 2025-26 mid-year revised budget for administrative overhead is a total of \$ 226,048 for all auxiliaries.

Nonoperating Revenues/(Expenses)

- Realized Gain/Loss on Sale of Investments – This activity results from the transfer or liquidation of shares in the UC General Endowment Pool (GEP) to cash for operational needs and is not a budgeted item as there is no basis for a projection. There has not been any activity to date in the 2025-26 fiscal year.
- Unrealized Gain/Loss on Investments – This category accounts for the change in the market value of the UC General Endowment Pool (GEP) and is not a budgeted item as there is no basis for a projection. Unrealized gains of \$ 504,874 (\$461,131 for McAllister Tower and \$43,743 for Student Health Services) have been recognized as of December 31, 2025. In 2024-25, unrealized gains of \$290,601 were reported as of December 2024 for all auxiliary enterprises, and the year ended with \$694,698 in market gains.

McALLISTER TOWER

Expenditures

- Operating Expenses –McAllister Tower will remain vacant and under renovation throughout the 2025-26 fiscal year. As a result, no operating revenue is expected. Insurance costs will be divided between the State, Academe at 198, and Parking Garage, while the Tower is being renovated, with insurance covered by the construction project. The projected investment income on Tower reserves is \$55,000 for 2025-26, and as of the end of December 2025, \$31,274 has been posted.

Non-operating Revenues/(Expenses)

- Transfer to Other Funds – The mid-year revised budget has been increased by \$6.97 million from the beginning budget to incorporate the Board-approved establishment of a Debt Management Fund and broaden and refine the scope of the Plant Fund Reserve. As of December 2025, \$6.97 million has been transferred. At its December 2025 meeting, the Board of Directors approved the establishment of a board-designated Debt Management Fund with an initial capitalization of \$20 million and a modification to the Plant Fund Reserve to supplant building-specific reserve funds up to a funding level of \$12.7 million. \$2.27 million was transferred to the Nonstate Debt Management Fund, and \$4.7 million was transferred to the Plant Fund Reserve in December 2025.

PARKING GARAGE

Revenues

- Parking Operations – The mid-year budget for 2025-26 has been revised downward by \$55,000, or 2.03%, bringing the total to \$2,649,000. Second-quarter revenues amount to \$1,308,540, representing 49% of the budget. Revenues from transient parking are slightly below expectations due to a weaker-than-anticipated return-to-office mandate, fewer students using the garage for daily or transient parking, and increased carpooling and public transit. However, monthly and fleet parking revenues exceed expectations, helping offset the lower transient volume.
- Parking Tax – The city parking tax assesses against the College's transient parking revenues, excluding student and fleet parking. The actual expenditure for the second quarter of 2025 is \$150,000, the same as the second quarter of 2024.

Expenditures

- Regular Contract Services – The 2025-26 budget of \$5,000 is allocated for engineering services that have not been requested by the end of the second quarter.
- Contracted Temporary Help – At mid-year, we allocated a budget of \$35,000 for the costs associated with hiring temporary staffing services.
- Insurance – The 2025-26 midyear budget was adjusted down to \$62,528 to reflect the actual insurance premiums paid at the beginning of the fiscal year. As of the end of December 2025, we recognize that we have accounted for the full 100% of this amount.

Non-operating Revenues/(Expenses)

- Investment Income – One effect of implementing the accounting standard GASB Statement 87 “Leases” is the recognition of investment income; this non-cash entry is not a budgeted event. As of the end of December 2025, \$23,215 has been recognized.
- Debt Service (Principal & Interest) – Debt service expenditures for the Series 2017 bonds were incurred only in the first half of fiscal year 2026, and the budget has been adjusted accordingly. Due to the legal defeasance executed on December 18, 2025, no further payment obligations remain.
- Capital Asset Additions/Deductions (GASB 87) – These two report lines are from entries required by lease accounting standard GASB Statement 87 “Leases”; the net is a non-cash change of \$27,085 to the bottom line as of the end of December 2025.

STUDENT HEALTH SERVICES

Revenues

- Fees – The mid-year revised fee revenue projections estimate 1,125 FTE students paying the \$965 Health Center Fee and 410 FTE paying the \$100 GSHIP Administration Fee for a total of \$1,127,128 compared to the beginning budget of \$1,128,230. The mid-year budget has been slightly adjusted down by \$1,102, or 0.1%, to align with actuals received.

Expenditures

- Consultant and Contracted Services – The contract with Carbon Health is budgeted at \$63.75 per student per month, based on an estimated enrollment of 1,122 full-time equivalent (FTE) students for the 2025-2026 academic year, totaling \$858,330. As of December 2025, \$419,716, or 49% of the budget, has been recorded. As of December 2024, \$413,413, also representing 49% of the budget, was recorded.

SPECIAL EVENTS AND GUEST SERVICES

Revenues

- Room Rental – The mid-year revised revenue projection increased by 18.5% to \$800,500, which includes the continuation of classroom and space rental contracts with UC Davis Graduate School of Management, increased space rental revenues from the 333 Golden Gate building’s Roof Garden and Colloquium Room, and the Alumni Reception Center and Dining Commons in Kane Hall. As of December 2025, \$615,165, or 77% of the projected room rental, has been posted.

Non-operating Revenues/(Expenses)

- Investment Income – As of December 2025, the UC investment pool's earned income attributed to Special Events and Guest Services is \$733.83. The midyear budget has been kept at \$3,700. The variance is explained by the inclusion of GASB entries in the actual amount of \$6,375. An effect of the GASB 87 lease accounting standard is the recognition of investment income.
- Nonmandatory Transfers to/from Other Funds – The net cash generated from this auxiliary is transferred to the unrestricted nonstate college-wide support fund, supporting programmatic expenses that have no revenues of their own. The 2025-26

midyear revised budget increases the projected amount by 98,870 or 22.2%, to be transferred at year-end, to 545,156.

SUMMARY

	McAllister Tower		Parking Garage		Student Health Services		Special Events and Guest Services		Total 2025-26 Beginning Budget	Total 2025-26 Midyear Revised Budget	Budget Change (\$)	Budget Change (%)
	2025-26 Beginning Budget	2025-26 Midyear Revised Budget	2025-26 Beginning Budget	2025-26 Midyear Revised Budget	2025-26 Beginning Budget	2025-26 Midyear Revised Budget	2025-26 Beginning Budget	2025-26 Midyear Revised Budget				
Revenues	-	-	2,626,836	2,593,836	1,128,230	1,127,128	675,500	600,500	4,430,566	4,521,464	90,898	102%
Expenditures*	-	-	1,826,286	1,641,833	1,140,484	1,142,330	232,914	253,644	2,399,684	2,443,297	43,613	102%
Net Operations	-	-	1,800,550	1,552,003	(12,254)	(15,202)	442,586	541,456	2,030,882	2,078,257	4,661,764	102%
Nonoperating Revenues/(Expenses)												
Investment Income	55,000	55,000	-	-	13,000	13,000	3,700	3,700	71,700	71,700	-	100%
Funded from Bond Proceeds	-	-	13,936	7,186	-	-	-	-	13,936	7,186	(6,750)	52%
Unrealized Gain/Loss on Investments	-	-	-	-	-	-	-	-	-	-	-	-
Capital Asset Additions/Deductions	-	-	-	-	-	-	-	-	-	-	-	-
Cash Short Over	-	-	-	-	-	-	-	-	-	-	-	-
Debt Service	-	-	(1,487,686)	(333,843)	-	-	-	-	(1,487,686)	(333,843)	1,153,843	22%
Transfer to/from Other Funds**	-	(6,974,343)	-	-	-	-	(448,286)	(545,156)	(448,286)	(7,519,499)	(7,073,213)	1685%
Sub-total	55,000	(6,919,343)	(1,473,750)	(326,657)	13,000	13,000	(448,586)	(541,456)	(1,848,336)	(7,774,456)	(5,926,120)	421%
TOTAL CHANGE IN NET ASSETS	\$ 55,000	\$(6,919,343)	\$ 126,800	\$ 1,226,346	\$ 746	\$ (2,202)	\$ -	\$ -	\$ 182,546	\$(5,896,199)	\$(5,078,745)	-3120%

*Includes \$226,048 administrative overhead assessments charged as a percentage of operating revenues. Absent these indirect costs, the net result for all Auxiliary Enterprises is projected at \$5,470,151.

**\$6,974,343 has been transferred from Tower operating reserves to establish a board-designated Debt Management Fund and broaden the scope of the Plant Fund Reserve. \$545,156 is the projected net income generated from Special Events and will be transferred to the nonstate college-wide support fund. Without transfers and the administrative overhead assessments, the net result for all Auxiliary Enterprises is projected to be \$2,049,348.

5. PROPOSED RESOLUTION:

Resolved, the Finance Committee recommends that the Board of Directors approve the attached revised auxiliary enterprise budgets for 2025-26.

Attachment:

- Auxiliary Enterprises Budget Report as of December 31, 2025

UC LAW OF SAN FRANCISCO
 Auxiliary Enterprises --
 2025-26 Budget Status Report Summary - December 31, 2025

	McAllister Tower		Parking Garage		Student Health Services		Special Events and Guest Services		Total 2025-26		Budget Change (%)	
	2025-26 Beginning Budget	2025-26 Midyear Revised Budget	2025-26 Beginning Budget	2025-26 Midyear Revised Budget	2025-26 Beginning Budget	2025-26 Midyear Revised Budget	2025-26 Beginning Budget	2025-26 Midyear Revised Budget	Total 2025-26 Beginning Budget	Total 2025-26 Midyear Revised Budget	Budget Change (\$)	
Revenues	-	-	2,626,836	2,593,836	1,128,230	1,127,128	675,500	800,500	4,430,566	4,521,464	90,898	102%
Expenditures*	-	-	1,026,286	1,041,833	1,140,484	1,142,330	232,914	259,044	2,399,684	2,443,207	43,523	102%
Net Operations	-	-	1,600,550	1,552,003	(12,254)	(15,202)	442,586	541,456	2,030,882	2,078,257	4,061,764	102%
Nonoperating Revenues/(Expenses)												
Investment Income	55,000	55,000	-	-	13,000	13,000	3,700	3,700	71,700	71,700	-	100%
Funded from Bond Proceeds	-	-	13,936	7,186	-	-	-	-	13,936	7,186	(6,750)	52%
Unrealized Gain/Loss on Investments	-	-	-	-	-	-	-	-	-	-	-	-
Capital Asset Additions/Deductions	-	-	-	-	-	-	-	-	-	-	-	-
Cash Short Over	-	-	-	-	-	-	-	-	-	-	-	-
Debt Service	-	-	(1,487,686)	(333,843)	-	-	-	-	(1,487,686)	(333,843)	1,153,843	22%
Transfer to/from Other Funds**	-	(6,974,343)	-	-	-	-	(446,286)	(545,156)	(446,286)	(7,519,499)	(7,073,213)	1685%
Sub-total	55,000	(6,919,343)	(1,473,750)	(326,657)	13,000	13,000	(442,586)	(541,456)	(1,848,336)	(7,774,456)	(5,926,120)	421%
TOTAL CHANGE IN NET ASSETS	\$ 55,000	\$(6,919,343)	\$ 126,800	\$ 1,225,346	\$ 746	\$(2,202)	\$ -	\$ -	\$ 182,546	\$(5,696,199)	\$(5,878,745)	-3120%

* Includes \$226,048 administrative overhead assessments charged as a percentage of operating revenues. Absent these indirect costs, the net result for all Auxiliary Enterprises is projected at \$5,470,151.
 **\$6,974,343 has been transferred so far from Tower operating reserves to establish a board-designated Debt Management Fund and broaden the scope of the Plant Fund Reserve. \$545,156 is the projected net income generated from Special Events and will be transferred to the nonstate college-wide support fund. Without transfers and the administrative overhead assessments, the net result for all Auxiliary Enterprises is projected to be \$2,049,348.

	Beginning Budget 2025-26	Midyear Revised Budget 2025-26	Actual as of 31-Dec-25	Actual Dec-25 as a Percent of Revised Budget	Year-end Actual 2024-25	Actual as of 31-Dec-24	Actual Dec-24 as a Percent of 2024-25 Year-end
REVENUES							
Apartment & Commercial Rent	-	-	-	--	(4,000)	(4,000)	100%
Other	-	-	-	--	-	-	--
TOTAL OPERATING REVENUES	\$ -	\$ -	\$ -	-	\$ (4,000)	\$ (4,000)	100%
EXPENSES							
Salaries and Wages	-	-	-	--	-	-	--
Student Wages--Regular & Work-study	-	-	-	--	-	-	--
Staff Benefits	-	-	-	--	-	-	--
Regular Contract Services	-	-	-	--	-	-	--
Other Contract Services	-	-	-	--	-	-	--
Utilities	-	-	-	--	-	-	--
Maintenance & Special Repairs	-	-	-	--	-	-	--
Insurance	-	-	-	--	-	-	--
Supplies	-	-	-	--	100,000	100,000	100%
Printing & Reproduction	-	-	-	--	54	54	100%
Telephone & Mail	-	-	-	--	1	1	100%
Computer Software	-	-	-	--	201	201	100%
Miscellaneous	-	-	-	--	-	-	--
Equipment & Building Improvements	-	-	-	--	(6,339)	451	-7%
Overhead Pro Rata	-	-	-	--	-	-	--
TOTAL OPERATING EXPENSES	\$ -	\$ -	\$ -	-	\$ 93,918	\$ 100,707	107%
OPERATING INCOME (LOSS)	\$ -	\$ -	\$ -	-	\$ (97,918)	\$ (104,707)	107%
NONOPERATING REVENUES (EXPENSES)							
Investment Income	55,000	55,000	31,274 *	57%	64,471	26,222	41%
Realized Gain/Loss from Sale of Investments	-	-	-	--	361	49	-
Unrealized Gain/Loss on Investments	-	-	461,131 *	--	666,664	278,874	42%
Transfer to/from Other Funds	-	(6,974,343)	(6,974,343) *	--	936,716	936,716	-
NET NONOPERATING REVENUES (EXPENSES)	\$ 55,000	\$ (6,919,343)	\$ (6,481,938)	94%	\$ 1,668,212	\$ 1,241,861	74%
CHANGE IN NET ASSETS	\$ 55,000	\$ (6,919,343)	\$ (6,481,938)	94%	\$ 1,570,294	\$ 1,137,153	72%

* See attached narrative report.

UC LAW SAN FRANCISCO
Auxiliary Enterprises
Parking Garage and Retail Operations
2025-26 Budget Status Report - December 31, 2025

2/19/2026

	Beginning Budget 2025-26	Midyear Revised Budget 2025-26	Actual as of 31-Dec-25	Actual as a Percent of Revised Budget	Year-end Actual 2024-25	Actual as of 31-Dec-24	Actual Dec-24 as a Percent of 2024-25 Year-end
REVENUES							
Parking Operations	2,704,000	2,649,000	1,308,540 *	49%	2,590,316	1,266,828	49%
Parking Tax	(360,000)	(360,000)	(150,737) *	42%	(355,900)	(150,505)	42%
Retail Leases	277,836	299,836	150,512	50%	48,294	59,244	123%
Other (including Storage)	5,000	5,000	-	0%	-	-	--
TOTAL OPERATING REVENUES	\$ 2,626,836	\$ 2,593,836	\$ 1,308,315	50%	\$ 2,282,710	\$ 1,175,567	51%
EXPENSES							
Salaries and Wages	319,477	354,172	176,136	50%	310,402	146,942	47%
Staff Benefits	147,374	164,087	74,238	45%	131,523	61,779	47%
Regular Contract Services	5,000	5,000	-	0%	-	-	--
Contracted Temporary Help	-	35,000	10,571 *	30%	-	-	--
Utilities	83,500	84,500	36,914	44%	88,010	42,247	48%
Maintenance & Special Repairs	86,539	90,539	45,567	50%	216,080	27,344	13%
Insurance	135,539	62,528	62,528 *	100%	129,085	129,085	100%
Supplies & Noncapital Equipment	6,000	6,000	2,262	38%	4,971	926	19%
Printing, Telephone and Mail	14,000	14,000	3,905	28%	10,346	4,663	45%
Credit Card & Bank Fees	79,200	79,200	39,621	50%	82,372	32,695	40%
Miscellaneous	18,315	17,115	12,330	72%	14,957	8,887	59%
Overhead Pro Rata	131,342	129,692	-	0%	126,860	-	0%
TOTAL OPERATING EXPENSES	\$ 1,026,286	\$ 1,041,833	\$ 464,072	45%	\$ 1,114,605	\$ 454,567	41%
OPERATING INCOME (LOSS)	\$ 1,600,550	\$ 1,552,003	\$ 844,242	54%	\$ 1,168,105	\$ 721,000	62%
NONOPERATING REVENUES (EXPENSES)							
Investment Income	-	-	23,215 *	--	40,864	19,608	48%
Funded from Bond Proceeds	13,936	7,186	5,299	74%	13,937	3,485	25%
Debt Service (Principal & Interest)	(1,487,686)	(333,843)	(333,843) *	100%	(1,482,123)	(176,734)	12%
Capital Asset Additions (GASB 87)	-	-	313,750 *	--	914,614	422,454	46%
Capital Asset Deductions (GASB 87)	-	-	(340,835) *	--	(715,285)	(357,942)	50%
Nonmandatory Transfers to/from Other Funds	-	-	-	--	1,828,254	-	0%
Cash Short/Over	-	-	(3,121)	--	(1,404)	(1,253)	89%
NET NONOPERATING REVENUES (EXPENSES)	\$ (1,473,750)	\$ (326,657)	\$ (335,536)	103%	\$ 598,857	\$ (90,382)	-15%
CHANGE IN NET ASSETS	\$ 126,800	\$ 1,225,346	\$ 508,706	42%	\$ 1,766,962	\$ 630,618	36%

* See attached narrative report.

**Auxiliary Enterprises - Student Health Services
2025-26 Budget Status Report - December 31, 2025**

	Beginning Budget 2025-26	Midyear Revised Budget 2025-26	Actual as of 31-Dec-25	Actual Dec-25 as a Percent of Revised Budget	Year-end Actual 2024-25	Actual as of 31-Dec-24	Actual Dec-24 as a Percent of 2024-25 Year-end
REVENUES							
Fees	1,128,230	1,127,128	1,130,674 *	100%	1,144,891	1,147,746	100%
Other	-	-	-	--	-	-	--
TOTAL OPERATING REVENUES	\$ 1,128,230	\$ 1,127,128	\$ 1,130,674	100%	\$ 1,144,891	\$ 1,147,746	100%
EXPENSES							
Salaries and Wages	138,468	139,817	63,658	46%	115,415	62,206	54%
Staff Benefits	60,394	60,947	25,695	42%	46,770	22,370	48%
Contracted Temporary Help	-	-	-	--	30,435	-	--
Consultants and Contracted Services	858,330	858,330	419,716 *	49%	837,694	413,413	49%
Supplies	1,000	1,000	-	0%	-	-	--
Printing and Mail	80	80	-	0%	30	30	--
Travel and Training	500	500	-	0%	-	-	--
Miscellaneous	-	-	-	--	11,636	11,636	--
Events	25,300	25,300	-	0%	36	36	--
Overhead Pro Rata	56,412	56,356	- *	0%	57,245	-	0%
TOTAL OPERATING EXPENSES	\$ 1,140,484	\$ 1,142,330	\$ 509,069	45%	\$ 1,099,260	\$ 509,691	46%
OPERATING INCOME (LOSS)	\$ (12,254)	\$ (15,202)	\$ 621,604	-4089%	\$ 45,631	\$ 638,056	1398%
NONOPERATING REVENUES (EXPENSES)							
Investment Income	13,000	13,000	4,827	37%	19,950	6,836	34%
Realized Gain/Loss from Sale of Investments	-	-	- *	--	15	2	--
Unrealized Gain/Loss on Investments	-	-	43,743 *	--	28,034	11,727	42%
NET NONOPERATING REVENUES (EXPENSES)	\$ 13,000	\$ 13,000	\$ 48,569	374%	\$ 47,999	\$ 18,565	39%
CHANGE IN NET ASSETS	\$ 746	\$ (2,202)	\$ 670,174	-30435%	\$ 93,630	\$ 656,621	701%

* See attached narrative report.

UC LAW SAN FRANCISCO
 Auxiliary Enterprises
Special Events and Guest Services
2025-26 Budget Status Report - December 31, 2025

	Beginning Budget 2025-26	Midyear Revised Budget 2025-26	Actual as of 31-Dec-25	Actual Dec-25 as a Percent of Revised Budget	Year-end Actual 2024-25	Actual as of 31-Dec-24	Actual Dec-24 as a Percent of 2024-25 Year-end
REVENUES							
Room Rental	675,500	800,500	615,165 *	77%	540,734	558,077	103%
TOTAL OPERATING REVENUES	\$ 675,500	\$ 800,500	\$ 615,165	77%	\$ 540,734	\$ 558,077	103%
EXPENSES							
Staff Salaries and Wages	125,116	129,711	53,177	41%	94,977	45,000	47%
Staff Benefits	41,048	43,633	17,170	39%	37,458	17,598	47%
Other Contract Services	2,000	12,000	4,625	39%	2,337	2,337	--
Supplies	10,000	10,000	7,414	74%	21,862	10,695	49%
Printing and Mail	1,000	1,000	108	11%	409	186	45%
Miscellaneous	20,000	22,700	10,977	48%	21,494	7,092	33%
Overhead Pro Rata	33,750	40,000	-	0%	27,012	-	0%
TOTAL OPERATING EXPENSES	\$ 232,914	\$ 259,044	\$ 93,471	36%	\$ 205,549	\$ 82,908	40%
OPERATING INCOME (LOSS)	\$ 442,586	\$ 541,456	\$ 521,694	96%	\$ 335,185	\$ 475,169	142%
NONOPERATING REVENUES (EXPENSES)							
Investment Income	3,700	3,700	6,375 *	172%	27,517	9,823	36%
Capital Asset Additions (GASB 87)	-	-	111,113	--	244,805	122,974	50%
Capital Asset Deductions (GASB 87)	-	-	(148,347)	--	(244,961)	(122,480)	50%
Nonmandatory Transfers to/from Other Funds	(446,286)	(545,156)	-	0%	(525,610)	-	0%
NET NONOPERATING REVENUES (EXPENSES)	\$ (442,586)	\$ (541,456)	\$ (30,859)	6%	\$ (498,250)	\$ 10,316	-2%
CHANGE IN NET ASSETS	\$ -	\$ -	\$ 490,835	--	\$ (163,065)	\$ 485,485	--

* See attached narrative report.

ACTION ITEM

1. **REPORT BY:** Chief Financial Officer David Seward
2. **SUBJECT:** The Academe at 198 & AVFA – Budget Report for 2025-26 as of December 31, 2025, and Mid-year Budget Changes
3. **RECOMMENDATION:**

The Finance Committee recommends that the Board of Directors approve the attached budget reports for The Academe at 198 McAllister and the Academic Village Finance Authority (AVFA) as revised at mid-year. Additionally, following the Board’s previous approval of the \$2.45 million DSCR Grant on September 12, 2025, we now recommend authorization to designate the newly established Debt Management Fund as the primary funding source for this transfer.

THE ACADEME AT 198

Revenues

- Residential Rent, Rent Subsidy - Revenue is projected at \$13.9 million based on 85% occupancy, with the Subsidy budgeted at \$2.9 million, allowing gross rental rates approximately 9% lower than pro forma. The Residential Revenue budget was adjusted upward by \$200,000 during the mid-year review to reflect forecasts based on actual leased units, eliminating discrepancies from using flat averages. This forecast accounts for the seasonal decline in occupancy following graduation, consistent with historical trends. Residential rent performance and subsidy allocation remain in accordance with the forecast.
- DSCR Grant - The \$2.45 million DSCR Grant was approved by the Board of Directors on September 12, 2025, to ensure compliance with the 1.2 DSCR requirement. Allocations follow a monthly schedule that commenced in October 2025.
- Housing Stipend - The budget was revised downward to accurately reflect the leasing cycle for the current fiscal year. As the majority of leases were executed in August, stipend disbursements in July were minimal.
- Other Revenue - Revenue in this category is generated from space rental and on-site laundry machines. The budget has been revised upward to reflect that space rental revenue is surpassing initial forecasts. Furthermore, year-to-date figures exceed 50% due to a one-time recognition of backup withholdings related to laundry revenue.

Expenditures

- Insurance – The actual cost was lower than the initial budget due to a shift in premium allocation between the College and AVFA where costs for liability insurance are now consolidated. The Midyear budget was adjusted accordingly. Insurance premiums for the entire fiscal year were prepaid.
- Computer Software – Costs are primarily incurred at the beginning of the fiscal year and align with projections.
- Miscellaneous Expenses – Include events, training, and mail, and allocate resources towards the second half of the year to support activities that promote occupancy. Year-to-date figures reflect timing variances.

ACADEMIC VILLAGE FINANCE AUTHORITY (AVFA)

Operating Revenues / (Expenses)

- Building Depreciation - Variances between the budget and actual results from the modified accrual method used for budgeting, which excludes non-cash items such as depreciation and accreted interest.
- Special Repairs / Other Revenue – Restoration costs related to the water leak at 198 are projected at \$550,000, with approximately \$330,000 incurred to date. These expenditures are expected to be offset by insurance proceeds, limiting the maximum net exposure to \$100,000; subrogation is being evaluated.

Non-Operating Revenues / (Expenses)

- Investment Income - The budget was adjusted upward to reflect market performance in the first half of the fiscal year, with actuals reaching 56% of the revised budget as of December 31, 2025. While interest income remains subject to market volatility, current results support the updated year-end projection.

SUMMARY

The projected change in net assets for the Academe at 198 and AVFA for the 2025-26 fiscal year is \$4.4 million, excluding non-cash expenses (e.g., depreciation and accreted interest).

	The Academe at 198		AVFA		2025-26 Total Beginning Budget	2025-26 Total Midyear Revised Budget	Budget Variance (%)
	2025-26 Beginning Budget	2025-26 Midyear Revised Budget	2025-26 Beginning Budget	2025-26 Midyear Revised Budget			
Revenues	22,878,768	22,994,018	-	450,000	22,878,768	23,444,018	102%
Expenditures	3,261,902	3,623,338	7,950	557,950	3,269,852	3,581,288	110%
Net Operations	19,616,786	19,370,680	(7,950)	(107,950)	19,608,936	19,862,730	101%
Nonoperating Revenues/(Expenses)							
Investment Income	-	-	666,000	1,233,000	666,000	1,233,000	--
Other Revenue	-	-	-	-	-	-	--
Funded from Bond Proceeds	-	-	-	-	-	-	--
Debt Service	-	-	(16,655,500)	(16,655,500)	(16,655,500)	(16,655,500)	100%
Building Improvements	-	-	-	-	-	-	--
Transfers between between 198 and Authority	-	-	-	-	-	-	--
CIP Offset	-	-	-	-	-	-	--
Capital, Buildings	-	-	-	-	-	-	--
Transfers from Other Funds	-	-	-	-	-	-	--
Transfers to Other Funds	-	-	-	-	-	-	--
Sub-total	-	-	(15,989,500)	(15,422,500)	(15,989,500)	(15,422,500)	96%
TOTAL CHANGE IN NET ASSETS*	19,616,786	19,370,680	(15,997,450)	(15,530,450)	3,619,336	4,440,230	123%

*Transfers within the Authority (AVFA/ the Academe at 198, Bonds Series A and Series B) are excluded.

Attachments:

- Housing Authority Programs 2025-26 Budget Report as of December 31, 2025

UC LAW SAN FRANCISCO
 Campus Housing Authority Programs
 2025-26 Budget Status Summary - December 31, 2025

2/19/2026

	The Academe at 198		AVFA		2025-26 Budget Variance (%)		
	2025-26 Beginning Budget	2025-26 Midyear Revised Budget	2025-26 Beginning Budget	2025-26 Midyear Revised Budget	2025-26 Total Beginning Budget	2025-26 Total Midyear Revised Budget	
Revenues	22,878,768	22,994,018	-	450,000	22,878,768	23,444,018	102%
Expenditures	3,261,982	3,023,338	7,950	557,950	3,269,932	3,581,288	110%
Net Operations	19,616,786	19,970,680	(7,950)	(107,950)	19,608,836	19,862,730	101%
Nonoperating Revenues/(Expenses)							
Investment Income	-	-	666,000	1,233,000	666,000	1,233,000	--
Other Revenue	-	-	-	-	-	-	--
Funded from Bond Proceeds	-	-	-	-	-	-	--
Debt Service	-	-	(16,655,500)	(16,655,500)	(16,655,500)	(16,655,500)	100%
Building Improvements	-	-	-	-	-	-	--
Transfers between 198 and Authority	-	-	-	-	-	-	--
CIP Offset	-	-	-	-	-	-	--
Capital, Buildings	-	-	-	-	-	-	--
Transfers from Other Funds	-	-	-	-	-	-	--
Transfers to Other Funds	-	-	-	-	-	-	--
Sub-total	-	-	(15,989,500)	(15,422,500)	(15,989,500)	(15,422,500)	96%
TOTAL CHANGE IN NET ASSETS*	19,616,786	19,970,680	(15,997,450)	(15,530,450)	3,619,336	4,440,230	123%

* Transfers within the Authority (Authority / The Academe at 198 / Bonds Series A and Series B) are excluded.

	Beginning Budget 2025-26	Midyear Revised Budget 2025-26	Actual as of 31-Dec-25	Actual Dec-24 as a Percent of Revised Budget	Year-end Actual 2024-25	Actual as of 31-Dec-24	Actual Dec-24 as a Percent of 2024-25 Year-end
REVENUES							
Residential Rent	13,747,544	13,947,544	7,047,041 *	51%	13,674,982	6,236,170	46%
Residential Rent Subsidy	2,900,000	2,900,000	1,450,000 *	50%	2,810,200	1,510,200	54%
DSCR Grant	2,450,000	2,450,000	816,667 *	33%	2,200,000	-	--
Housing Stipend	1,120,000	996,000	418,550 *	42%	-	-	--
Commercial Rent	2,497,124	2,497,124	1,248,562	50%	2,424,391	1,212,195	50%
Retail Leases	72,900	72,900	36,000	49%	70,250	34,500	49%
Other Revenue	91,200	130,450	100,996 *	77%	97,957	37,305	38%
TOTAL OPERATING REVENUES	\$ 22,878,768	\$ 22,994,018	\$ 11,117,816	48%	\$ 21,277,780	\$ 9,030,370	42%
EXPENDITURES							
Salaries and Wages	324,277	331,202	156,446	47%	294,674	132,566	45%
Student Wages--Regular & Work-study	-	-	-	--	-	-	--
Staff Benefits	136,058	139,358	60,766	44%	117,042	54,088	46%
Regular Contract Services	539,862	463,693	223,107	48%	474,806	247,803	52%
Other Contract Services	71,000	98,000	45,994	47%	46,266	34,546	75%
Utilities	1,426,367	1,376,190	547,269	40%	1,034,667	329,151	32%
Maintenance & Special Repairs	206,568	228,268	113,897	50%	150,720	85,260	57%
Legal Services	-	10,000	3,115	31%	-	-	--
Insurance	251,965	166,742	166,742 *	100%	209,971	209,971	100%
Supplies	162,885	75,885	29,154	38%	57,146	23,512	41%
Credit Card Fees	-	-	-	--	-	-	--
Computer Software	100,000	100,000	85,727 *	86%	91,971	90,651	99%
Printing & Reproduction	1,000	2,000	982	49%	3,890	2,094	54%
Marketing	10,000	-	-	--	14,979	13,729	92%
Miscellaneous	32,000	32,000	2,657 *	8%	136,468	16,002	12%
TOTAL OPERATING EXPENDITURES	\$ 3,261,982	\$ 3,023,338	\$ 1,435,855	47%	\$ 2,632,600	\$ 1,239,373	47%
NET OPERATIONS	\$ 19,616,786	\$ 19,970,680	\$ 9,681,961	48%	\$ 18,645,181	\$ 7,790,997	42%
NONOPERATING REVENUES (EXPENSES)							
Building Improvements	-	-	-	--	-	-	--
Transfers between 198 and Authority	-	-	-	--	-	-	--
Transfers from Other Funds	-	-	-	--	-	-	--
Transfers to Other Funds	-	-	-	--	-	-	--
CIP Offset	-	-	-	--	-	-	--
Capital Asset Additions/Deductions	-	-	-	--	-	-	--
TOTAL NONOPERATING REVENUES (EXPENSES)	\$ -	\$ -	\$ -	--	\$ -	\$ -	--
TOTAL CHANGE IN NET ASSETS	\$ 19,616,786	\$ 19,970,680	\$ 9,681,961	49%	\$ 18,645,181	\$ 7,790,997	42%

* See attached narrative report.

UC LAW SAN FRANCISCO
Academic Village Finance Authority
2025-26 Budget Status - December 31, 2025

2/19/2026

	Beginning Budget 2025-26	Midyear Revised Budget 2025-26	Actual as of 31-Dec-25	Actual Dec-25 as a Percent of Revised Budget	Year-end Actual 2024-25	Actual as of 31-Dec-24	Actual Dec-24 as a Percent of 2024-25 Year-end
REVENUES							
Other	-	450,000	-	-	-	-	-
TOTAL OPERATING REVENUES	\$ -	\$ 450,000	\$ -	--	\$ -	\$ -	-
EXPENDITURES							
Consultants	3,000	3,000	-	0%	3,000	-	--
Audit Services	3,450	3,450	3,125	91%	3,450	3,450,00	--
Ground Lease	-	-	1,000	--	-	-	--
Miscellaneous	1,500	1,500	-	0%	-	-	--
Building Depreciation	-	-	2,187,512	*	4,375,025	2,187,512.34	50%
Special Repairs	-	550,000	330,169	60%	-	-	--
TOTAL OPERATING EXPENDITURES	\$ 7,950	\$ 557,950	\$ 2,521,806	--	\$ 4,381,475	\$ 2,190,962	--
NET OPERATIONS	\$ (7,950)	\$ (107,950)	\$ (2,521,806)	--	\$ (4,381,475)	\$ (2,190,962)	--
NONOPERATING REVENUES (EXPENSES)							
Investment Income	666,000	1,233,000	687,273	56%	1,434,561	770,122	54%
Other Revenue	-	-	-	--	202,995	149,654	--
Funded from Bond Proceeds	-	-	-	--	-	-	--
Capital, Buildings	-	-	-	--	-	-	--
Capital Asset Additions/Deductions	-	-	-	--	-	-	--
CIP Offset	-	-	-	--	-	-	--
Debt Service (Principal & Interest)	(16,655,500)	(16,655,500)	(9,481,772)	57%	(18,836,574)	(9,397,598)	50%
Transfers between 198 and Authority	-	-	-	--	-	-	--
Transfers from Other Funds	-	-	9,810,719	--	17,439,669	-	0%
Transfers to Other Funds	-	-	(9,810,719)	--	(17,439,669)	-	--
TOTAL NONOPERATING REVENUES (EXPENSES)	\$ (15,989,500)	\$ (15,422,500)	\$ (8,794,498)	57%	\$ (17,199,018)	\$ (8,477,822)	49%
TOTAL CHANGE IN NET ASSETS (OPERATIONS)	\$ (15,997,450)	\$ (15,530,450)	\$ (11,316,305)	73%	\$ (21,580,493)	\$ (10,668,785)	49%

* See attached narrative report.

ACTION ITEM

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

That the Finance Committee recommends that the Board of Directors authorize award of the grants and contracts in excess of \$100,000 as described in this report.

Item: 9.1
Title: Academic Village Office Space and Classroom Tenant Improvement
Vendor: Bhogal Brothers Construction, Inc.
Cost: \$599,100
Term: February 20, 2026 - August 19, 2026

Description:

Authority is requested to enter into a construction contract with Bhogal Brothers Construction, Inc. for office and classroom improvements, pursuant to the results of competitive Invitation to Bid (ITB) 01-0094. The project includes tenant improvements to instructional and administrative spaces in support of campus operations and academic programming. Project cost is supported by revenues to be received from lease payments made by San Francisco State University.

Item: 9.2
Title: Worklife Law Helpline Attorney
Vendor: Leah Kennedy
Value: \$135,000
Term: July 1, 2026 – June 30, 2027

Description:

Authority is requested to enter into an Independent Consultant Agreement (ICA) with Leah Kennedy. Ms. Kennedy is an experienced workers' rights attorney who has partnered with the Center for WorkLife Law since January 2025 to manage its free legal helpline and provide additional ad hoc legal research and analysis. She assists approximately 15–25 callers each week with workplace and educational issues, including family caregiving, pregnancy and lactation, abortion and pregnancy loss, and access to leave.

3. PROPOSED RESOLUTION:

That the Finance Committee recommends that the Board of Directors authorize award of the 2025-26 grants and contracts in excess of \$100,000 listed below:

*9.1 Academic Village Office Space & Classroom Tenant Improvement	\$599,100
*9.2 Worklife Law Helpline Attorney	\$135,000

REPORT ITEM

1. **REPORT BY:** Chief Financial Officer David Seward
2. **SUBJECT:** Financing Update – Series 2026 Bonds & Historic Tax Credits – 100 McAllister
3. **REPORT:**

An verbal report will be provided regarding financing activities in support of the renovation of 100 McAllister Street.

Attachments:

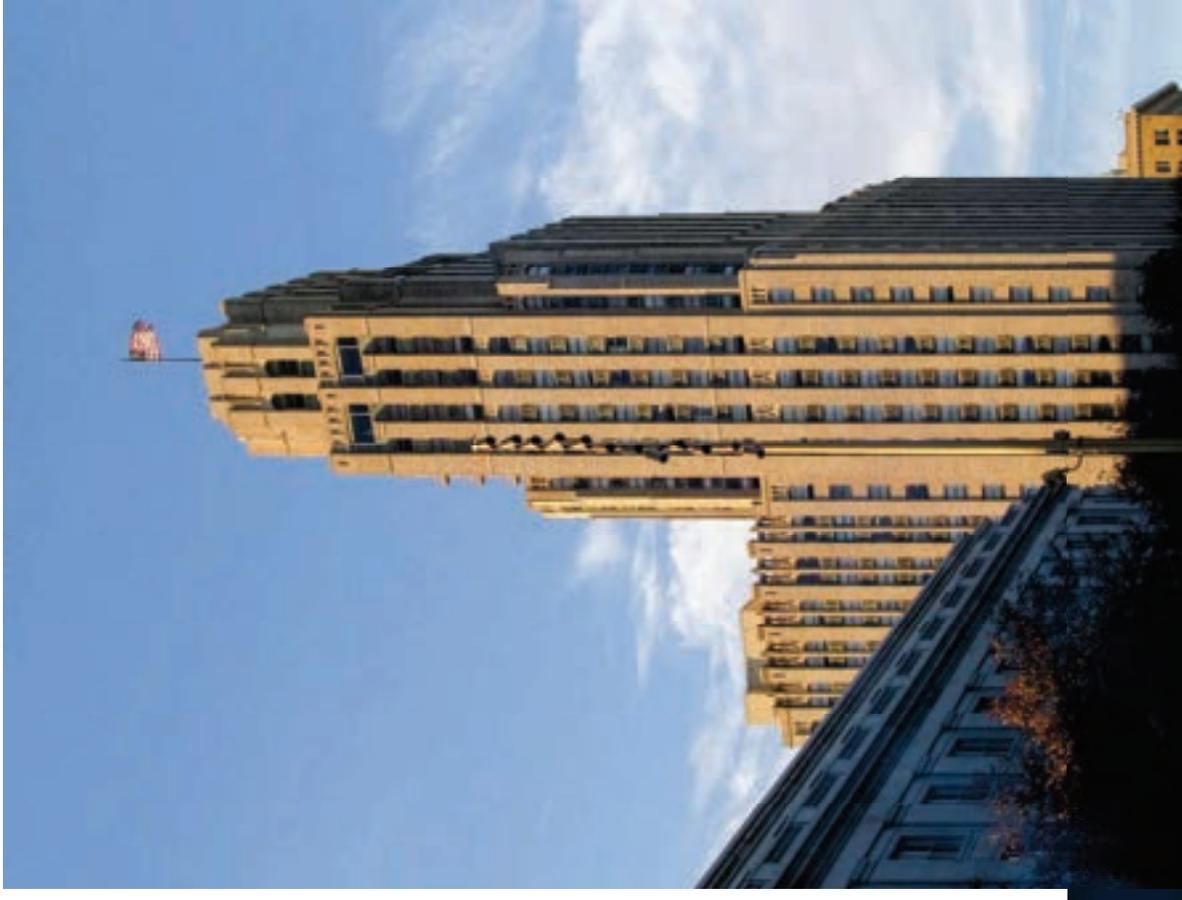
- UC College of the Law, San Francisco - Investor Presentation, 2026
- Press Release - Revenue Bonds Fund Renovation of UC Law SF's Historic McAllister Tower, Expanding Student Housing, January 29, 2026



College of the Law, San Francisco (UC Law San Francisco)

\$132,115,000*
Revenue Bonds, Series 2026
(Federally Taxable)

Investor Presentation



Disclaimer

This electronic Investor Presentation you are about to view is provided as of December 30, 2025 for a proposed offering by the University of California College of the Law, San Francisco (the “College”, “Issuer” or “UC Law”) of its Revenue Bonds, Series 2026 (Federally Taxable) (the “Series 2026 Bonds”). If you are viewing this presentation after that date, there may have been events that occurred subsequent to such date that would have a material adverse effect on the financial information that is presented herein, and neither the Issuer nor the Underwriters have undertaken any obligation to update this electronic presentation. All market prices, financial data and other information provided herein are not warranted as to completeness or accuracy and are subject to change without notice.

This Investor Presentation is provided for your information and convenience only. Any investment decisions regarding the Offered Bonds should only be made after careful review of the complete preliminary official statement related to the Offered Bonds (the “Preliminary Official Statement” or “POS”) or official statement related to the Offered Bonds (the “Official Statement” or “OS”). Capitalized terms in this Investor Presentation which are not otherwise defined herein shall have the respective meanings specified in the POS. You agree not to duplicate, copy, download, screen capture, electronically store, or record this presentation, nor to produce, publish or distribute this presentation in any form whatsoever. All communications made in respect of the proposed offering of the Offered Bonds (including this Investor Presentation) may be distributed only in accordance with the laws and regulations of the relevant jurisdiction in which the communication is made.

This Investor Presentation does not constitute a recommendation or an offer or solicitation for the purchase or sale of any security or other financial instrument or to adopt any investment strategy. Any offer or solicitation with respect to any security will be made by means of a POS or OS which will describe the actual terms of such security. In no event shall the Underwriters be liable for any use by any party of, for any decision made or action taken by any party in reliance upon, or for any inaccuracies or errors in, or omissions from, the information contained herein and such information may not be relied upon by you in evaluating the merits of participating in any transaction mentioned herein. The Underwriters make no representation as to the legal, tax, credit, or accounting treatment of any transactions mentioned herein, or any other effects such transactions may have on you and your affiliates or any other parties to such transactions and their respective affiliates. You should consult with your own advisors as to such matters. Nothing in these materials constitutes a commitment by the Underwriters or any of their affiliates to enter into any transaction. No assurance can be given that any transaction mentioned herein could in fact be executed. Past performance is not indicative of future returns, which will vary. Transactions involving securities and financial instruments mentioned herein may not be suitable for all investors. You should consult with your own advisors as to the suitability of such securities or other financial instruments for your particular circumstances. Additional information is available upon request.

Any statements in this Investor Presentation that are not historical facts are forward-looking statements based upon current expectations of future events and are subject to risks and uncertainty. Actual results could differ materially from those expressed or implied by such statements. The Issuer therefore cautions against placing reliance on any of the forward-looking statements included in this Investor Presentation. All forward-looking statements included in this Investor Presentation are made only as of the date hereof and none of the Issuer or the Underwriters assume any obligation to update any forward-looking statements made by the Issuer, or on its behalf, as a result of new information, future events, or other factors.



Transaction Summary

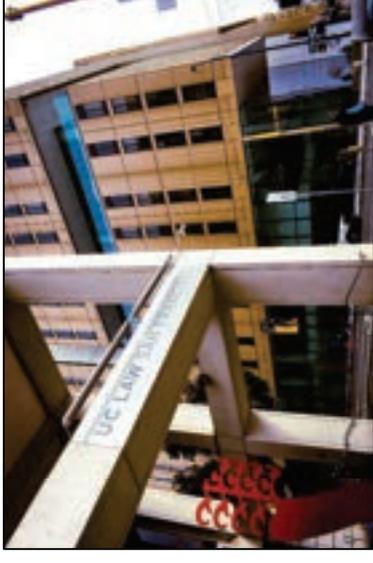
Issuer	College of the Law, San Francisco (“UC Law San Francisco”, “UC Law SF” or the “College”)	
Issue Description	Revenue Bonds, Series 2026 (Federally Taxable) (the “Series 2026 Bonds”)	
Par Amount*	\$132,115,000	
Tax Status	Federally Taxable Exempt from State of California Personal Income Tax	
Structure	Fixed rate bonds with maturities August 1, 2027 through August 1, 2055	
Redemption*	Make-Whole Call through August 1, 2036; Optional Redemption at Par on August 1, 2036 (Expected)	
Rating	Moody’s: Baa1 (Underlying) / S&P: AA (Insured)	
Bond Insurer	Build America Mutual Assurance Company (BAM)	
Use of Proceeds	Financing the improvement, equipping, remodeling and renovation of the 100 McAllister Tower (the “Series 2026 Project”)	
Security	UC Law San Francisco is obligated to pay principal of and interest on the Series 2026 Bonds from any “Available Funds,” which the Trust Agreement defines as all revenues and funds of UC Law San Francisco lawfully available to pay debt service on the Series 2026 Bonds	
Bond Counsel	Orrick, Herrington & Sutcliffe LLP	
Underwriters	Senior Manager: Raymond James; Co-Manager: Loop Capital	
Municipal Advisor	CSG Advisors Incorporated	

*Preliminary, Subject to Change.



UC Law San Francisco Overview

- UC Law SF, formerly known as UC Hastings or Hastings College of the Law, was established by Chief Justice Serranus Hastings by a grant to the State of California in 1878:
 - Affiliated with the University of California as the “law department” thereof
 - Oldest law school in the Western U.S.
 - One of the largest public law schools in the U.S.
- The College is a highly selective law school specializing in innovation, public service and corporate law
- JD applications are strong and increasing, up nearly 24% from Fall of 2024 to Fall of 2025
- The College is affiliated with the University of California but operates with its own independent Board of Directors and receives direct funding through the California State budget, with a separate line item in the State’s annual Budget Act



Campus Overview – At the Nexus of the Civic Center, Tenderloin, and Mid-Market Districts



Key: UC Law SF Academic Village

1. PHASE 1—Cotchett Law Center, 333 Golden Gate Ave.
2. Kane Hall, 200 McAllister St.
3. PHASE 2—Academe at 198, 198 McAllister St.
4. PHASE 3—McAllister Tower, 100 McAllister St.
5. PHASE 4—Future Campus Expansion, 201-247 Golden Gate Ave.
6. Parking and Retail Structure, 376 Larkin St.

Key: Neighborhood Context

7. Davies Symphony Hall
 8. War Memorial Opera House
 9. San Francisco City Hall
 10. San Francisco Superior Court
 11. California Supreme Court and Court of Appeal
 12. Phillip Burton Federal Building and U.S. Courthouse
 13. San Francisco Public Library
 14. Asian Art Museum
 15. 50 United Nations Plaza
 16. Orpheum Theatre
- BART: Civic Center / UN Plaza Station

POS Back Cover.

Student Enrollment Highlights

Overall Enrollment

- **1,176 students** enrolled in Fall 2025, maintaining the College's position as one of California's largest law schools

Increased Application Growth and Selectivity

- **23% increase** in JD applications for Fall 2025 (Class of 2028):
 - **4,645 applications** vs. **3,746** prior year
- Acceptance rate **improved to 27%**, the most selective cycle since **2015**
 - Yield rate: **30%**, up from **28%** in 2024

Bar Passage Success

- UC Law SF's first-time pass rate on the July 2025 California Bar Exam (86%) exceeded the statewide ABA-accredited average

Strong Post Graduate Employment Trends

- 93.7% of the Class of 2024 have secured employment since graduation (up from 92% in 2023)



High Quality and Affordable Law School Option

- For 2025-26, the College’s fees are lower than the average charged by other UC law schools and California private law schools
- UC Law SF’s resident fee is **9.6% lower** than the average resident fee of the other UC law schools
- UC Law SF’s nonresident tuition is **9.1% lower** than the average nonresident fee charged by the other UC law schools
- The College’s fees also compare favorably to other public and private institutions across the U.S., particularly for California residents

2025-26 Tuition Charges		Total Resident ⁽¹⁾	Total Nonresident ⁽²⁾
University of California Law Schools			
UC Law SF			
UC Berkeley		74,094	\$69,849
UC Davis		65,150	77,395
UC Irvine		62,798	75,043
UCLA		68,751	80,996
California Private Law Schools⁽²⁾			
University of Santa Clara		\$63,280	
University of San Diego		66,950	
Pepperdine		72,920	
Loyola Marymount		70,360	
University of Southern California		84,034	
University of San Francisco		59,800	
Other National Institutions⁽²⁾			
Boston College		\$72,755	N/A
George Washington		75,420	N/A
University of Texas		38,236	\$56,822
University of Minnesota		51,440	61,844
University of Michigan		72,974	75,974

1. Total Resident Fees for UC Law schools includes resident fees, health insurance and campus fees. For other UC campuses, Resident Fees are referred to as Mandatory System-wide fees consisting of the Educational Fee, Student Service Fee, and Professional Degree Supplemental Tuition. Health Insurance premiums can be waived upon presentation of proof of alternative, comparable coverage.
 2. Nonresident Tuition is a fee in addition to the resident fees. Students typically achieve residency status after their first year of attendance.

Diversified Revenue Base and Manageable Expenses

- Student fees and State Appropriations are the primary revenue sources of UC Law San Francisco, representing 47% and 33%, respectively, of total net operating and nonoperating revenue in FY 2024-25
- Total **operating revenues** grew steadily from \$40.5M → \$61.8M over five years
 - Student Fees are the primary operating revenue source, rising from \$27.4M → \$38.1M over five years
 - Consists of the General Enrollment Fee, Nonresident Tuition, Health Services Fee, Activity Fee and Multi-State Bar Exam Support Fee, and UC Graduate Student Health Insurance Accident and Sickness Insurance Plan
 - **Ancillary revenues** from parking operations, special events and guest services totaled \$4.2M in FY 2024-25
 - Annual positive cashflow from garage operations expected to increase by \$1.5M in FY 2026-27 due to defeasance of the Series 2017 Revenue Bonds in December 2025
- Total **operating expenses** increased from \$71.5M (FY 2020-21) → \$86.5M (FY 2024-25), reflecting investments in staffing and campus operations
 - Pension and retiree health costs decreased substantially in FY25 due to favorable investment performance reducing deferred outflows supporting these programs

State Appropriations

The State of California has appropriated funds to the College with three main components:

- **Base Budget:** The State provides funds to public universities to support general operating activities and other adjustments (e.g. debt service) as made from time to time
- **One-Time Funding:** At various times, the State has provided the College with one-time funding to support institutional priorities, most significantly a grant of \$90 million in FY 2022-23 to provide funding for the seismic upgrade of 100 McAllister (Phase 1)
- **333 Golden Gate Avenue Lease Payments:** The State Public Works Board issued lease revenue bonds in 2020 to fund the construction of an academic building at 333 Golden Gate Avenue. The State supports this debt service with annual appropriations

Fiscal Year	Base Budget		Series 2026 Project	One-Time Support	333 GG Lease Payments ⁽³⁾	Total General Fund
	Operational Support	Series 2026 Project				
2005-06	\$8,363	-	-	-	-	\$8,363
2006-07	10,671	-	-	-	-	10,671
2007-08	10,631	-	-	-	-	10,631
2008-09	10,115	-	-	-	-	10,115
2009-10	8,270 ⁽²⁾	-	-	-	-	8,270 ⁽²⁾
2010-11	8,364 ⁽²⁾	-	-	-	-	8,364 ⁽²⁾
2011-12	6,935 ⁽²⁾	-	-	-	-	6,935 ⁽²⁾
2012-13	7,849	-	-	-	-	7,849
2013-14	8,360	-	-	-	-	8,360
2014-15	9,628	-	-	-	-	9,628
2015-16	10,644	-	-	-	-	10,644
2016-17	11,659	-	-	\$2,000	-	13,659
2017-18	12,726	-	-	-	-	12,726
2018-19	13,812	-	-	6,457	-	20,269
2019-20	15,234	-	-	1,094	-	16,328
2020-21	14,688	-	-	-	\$3,452	18,140
2021-22	16,789	-	-	11,000	3,096	30,885
2022-23	18,789	-	-	90,885 ⁽³⁾	3,089	112,763
2023-24	20,956	-	-	3,000	3,088	27,044
2024-25	23,181	-	-	-	3,092	26,273
2025-26	24,836 ⁽⁴⁾	-	\$10,079 ⁽⁴⁾	-	3,090	38,005
2026-27 ⁽⁵⁾ Proposed	[27,380]	[\$10,079]			[3,090]	[40,549]

(1) Column 3 reflects annual appropriations to support lease payments on bonds issued by the State Public Works Board in 2020 to finance the Cotchett Law Center in the Academic Village
 (2) The State reduced baseline support to UC Law San Francisco as well as many departments and offices of the State to address budgetary shortfalls arising from the “great recession” of 2008-09.
 (3) Includes a grant from the State of \$90 million for the first phase of the reconstruction of the McAllister Tower.

(4) In the final Budget Act for Fiscal Year 2025-26, the appropriation by the State to UC Law San Francisco is \$34,915,000, and the Budget Act specifically identifies that the increase of \$10,079,000 is to support debt service for the Series 2026 Project. UC Law San Francisco received the \$10,079,000 from the State in August 2025.

(5) Figures in this row reflect what UC Law San Francisco has submitted in its annual budget request and expects to be included in the proposed appropriations in the Governor’s Proposed Budget for Fiscal Year 2026-27 expected to be released by January 10, 2026. The actual proposed appropriations to UC Law San Francisco may differ in the Governor’s Proposed Budget. Even if included in the Governor’s Proposed Budget, these amounts are subject to change and revision in the May/June and approval by the Legislature and the Governor of the final Budget Act.

New Dedicated Reserves

Operating Reserve Fund

- The Board of Directors recently adopted a policy establishing an Operating Reserve Fund with a funding target of two months of budgeted Core Funds operating revenue
 - Application of this standard results in an Operating Reserve Fund of \$16 million

Debt Management Fund

- To supplement the Operating Reserve Fund, a new Board-designated fund was established setting aside funds for debt management purposes
- The Debt Management Fund was funded with a transfer of \$20 million from existing reserve funds; \$13 million has been used for the defeasance of the Series 2017 Bonds in December 2025

Plant Fund Reserve

- The Plant Fund Reserve functions as a savings mechanism to ensure the College can meet its long-term infrastructure needs without disrupting operating budgets
- The use of the Plant Fund Reserve has been broadened to include all facilities. The fund itself is supplemented by building reserves previously earmarked for McAllister Tower
 - These funds are available to support the 100 McAllister Project

Fund Balances (\$MM)	Amount As of June 30, 2025*	Projection Amount As of June 30, 2026
Previous:		
Operating Reserve*	\$35.9	\$34.1
Plant Fund Reserve	7.4	7.5
Auxiliary Enterprises	6.9	7.1
Total**	\$50.2	\$48.7
Current:		
Operating Reserve (Targeted)		16.0
Debt Management Fund (New)		20.0
Plant Fund Reserve		12.7
Total		\$48.7

*The carryover of the prior year's operating reserves/net assets is the net amount of Core Fund assets minus liabilities, excluding non-cash pension accounts (i.e., deferred outflows/inflows of resources, net pension, and retiree health benefits liabilities with UCRP).

**Excludes \$1.2 million fund balance as of June 30, 2025 in nonstate Hastings-Digardi-Hall account (09-35150).
Appendix A Page A-26 & A-27.

Funded Long-Range Capital Plan for the Academic Village

Kane Hall at 200 McAllister Street Completed in 2007

- Academic space, student support, food service, classrooms, research centers, and library upgraded (including seismic)
- Additional classrooms, and ground floor improvements, added in 2016

Larkin Street Parking Garage at 376 Larkin Completed in 2009

- 395 parking stalls and 9,900 square feet of retail space
- Funded by Revenue Bonds which were fully defeased in December 2025



Cotchett Law Center at 333 Golden Gate Completed in 2020

- Classroom, conference space, and Skydeck
- First new academic building in 40 years
- Funded by bonds issued by the State Public Works Board, 100% supported by a restricted and separate State General Fund appropriation

198 McAllister Completed in 2023

- Mixed-use 667-beds of campus housing, classroom, courtrooms, auditorium and ground floor retail
- 85% economic occupancy rate in 2nd year of operation
- 18 years remaining on its 20-year Occupancy Agreement with the University of California
- Funded by Academic Village Finance Authority Revenue Bonds

100 McAllister

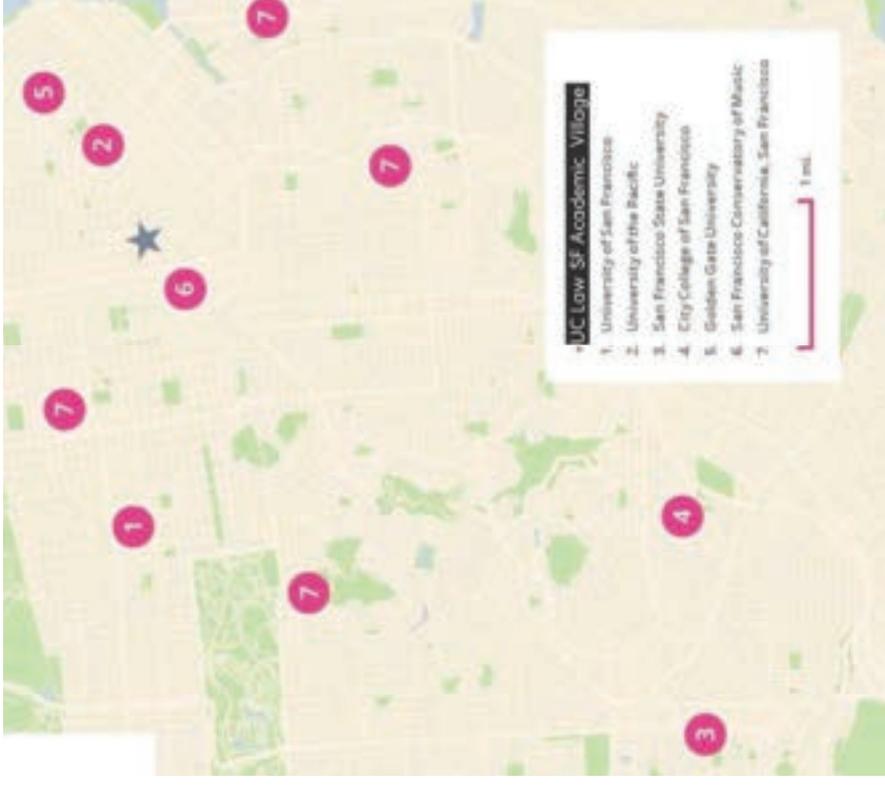
Construction Underway

Projected Completion in 2027

- Approximately 200 beds of campus housing and provision for office space, administrative space and lounge amenities
- Athletic center and 80 additional beds are planned depending on funding availability
- **Funded by State grants, institutional funds, State appropriations, Historic Tax Credits, and the Series 2026 Bonds**

San Francisco Higher Education Partnerships– Campus Housing

- The College has formalized a housing partnership with the University of California in the form of a 20-year Occupancy Agreement
- Housing at below-market rates is currently being provided to students from:
 - UC Law SF
 - UC San Francisco
 - UC Davis
 - University of San Francisco
 - University of the Pacific’s Dugoni School of Dentistry
- The Academic Village is supported by its proximity to multiple modes of local and regional public transit (BART, Muni light rail, bus lines, UCSF shuttle system, etc.) and a College-operated 395-stall garage



Phasing of Renovations at 100 McAllister

- The Series 2026 Project is a key element of UC Law SF's strategic vision, the Academic Village, which is the College's long-range plan for spurring interdisciplinary engagement among academics and students across institutions on a single urban campus located in the heart of San Francisco
- The rehabilitation is taking place in two phases:
 - Phase 1: Currently underway, **scheduled for completion in 2026**, and includes:
 - Seismic upgrade to UC Law Seismic Safety Policy Standards (equivalent to UC's seismic performance requirements) which exceed City and County of San Francisco standards
 - Exterior skin repair and spot waterproofing
 - Interior hazardous materials abatement
 - Design and Permitting for Phase 2 and Office of Historic Preservation interface
 - Phase 2: Phase 2 is scheduled to commence in March 2026 (funded in part by proceeds from the Series 2026 Bonds) with a **projected completion date in July 2027**



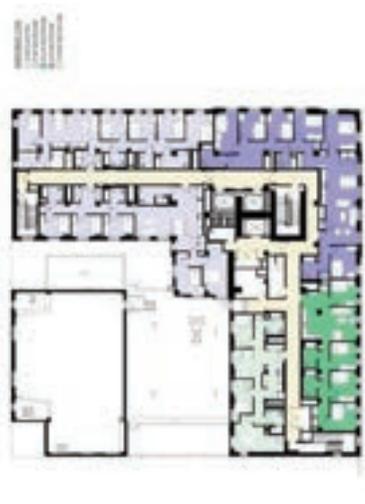
100 McAllister (Phase 2) Project Overview

Property Objective:

- Demonstrates UC Law SF's commitment to its strategic vision, the implementation of a multi-institutional Academic Village, and an affirmation of its confidence in the revitalization of San Francisco's Civic Center, Tenderloin, and Mid-Market neighborhoods

Series 2026 Project Renovations:

- Completion of seismic upgrade from SF Building Code to 100% compliance with UC Law's Seismic Safety Policy
- Historic rehabilitation as required by the National Park Service for eligibility for Federal Historic Tax Credits (e.g. lobby, Walnut Room lounge, grand ballroom, and the restoration of the historic fabric of the 25th and 26th penthouse floors)
- Residential apartment build-outs for approximately 198 bedrooms (or 40 units) from floors 6-13 and academic office/classroom shell improvements
- Window repair and replacement
- Interior cold shell improvements and partial material stocking from floors 14-24 for remaining residential build-outs
- Building systems upgrades including elevator, fire/life-safety, MEP, Title 24/ADA improvements



Plan of Finance

- As of September 2025, the total estimated project cost of \$273.1 million is to be funded as follows:
 - \$104.1 million for Phase 1 from a State Grant already received, UC Law SF institutional funds and a possible transfer from the Plant Fund Reserve
 - \$169.0 million for Phase 2 from Series 2026 Bond proceeds and Historic Tax Credits
- UC Law San Francisco is updating cost estimates using revised drawings and additional subcontractor bids, now covering approximately 92% of total hard construction costs
 - The total cost of Phase 2 is expected to increase as refinements are finalized
- UC Law expects to execute an exclusive letter of intent with a nationally recognized Historic Tax Credit investor by January 2026, with closing not later than calendar year-end 2026 and 75-85% of Historic Tax Credit investor proceeds expected to be contributed by September 2027
- UC Law expects that a combination of the net proceeds of the Series 2026 Bonds, net proceeds from historic tax credits, and UC Law San Francisco institutional funds will be sufficient to fund Phase 2

POS Page 4.

*Preliminary and Subject to Change, ** Estimated

Sources of Payment and Security

Source of Funds: The Series 2026 Bonds are payable from Available Funds, which the Trust Agreement defines as “all revenues and funds of the College legally available to pay debt service”

State Appropriation for Debt Service on McAllister Tower: In its Budget Act of 2025, the State appropriated a General Fund allocation of \$10.079 million to support debt service for the McAllister Tower capital renovation project for the 2025-26 Fiscal Year

- The allocation is included in the College’s Support Appropriation for FY 2025-26, and was received in August 2025
- The \$10.079 million appropriation has been requested by the College for inclusion in the FY 2026-27 Governor’s Budget proposal which is scheduled to be released by January 10, 2026.
- The \$10.079 million will be included in the College’s Base Budget request going forward and is expected to be incorporated into each year’s final Budget Act appropriation
- The Series 2026 Bonds are sized for annual debt service payments equal to the \$10.079 million expected annual appropriation

Key Covenants: The College has covenanted that while any Bonds are Outstanding:

- **Revenue Covenant:** The College must set annual rates, charges and fees in each Fiscal Year to ensure sufficient funds, along with State appropriations and reserves, to pay operating expenses and principal and interest on the Series 2026 Bonds
- **Maintain Accreditations:** UC Law San Francisco has covenanted that it will maintain its accreditations from (1) the American Bar Association and (2) the Committee of Bar Examiners of the State

Preliminary Financing Schedule and Contact Information

Financing Schedule

POS Posting	December 30, 2025
Pricing	January 14, 2025
Closing	January 27, 2025

Contact Information

The College
UC Law San Francisco

David Seward, Chief Financial Officer
415-596-7425 | sewardd@uclawssf.edu

Municipal Advisor
CSG Advisors

Scott Smith, Principal
415-613-1717 | ssmith@csgadvisors.com

Senior Managing Underwriter
Raymond James

Chris Mukai, Managing Director
424-313-1201 | christopher.mukai@raymondjames.com

Emily Giles, Managing Director
415-616-8923 | emily.giles@raymondjames.com

Agent for Sale
State Treasurer's Office
www.buycaliforniabonds.com

Investor Relations Team - Public Finance Division
800-900-3873 | investorrelations@treasurer.ca.gov



News Release

Contact: Jenny Kwon
Interim Communications Director
and Assistant Chancellor & Dean
communications@uclawsf.edu

Jan. 29, 2025

FOR IMMEDIATE RELEASE

Revenue Bonds Fund Renovation of UC Law SF’s Historic McAllister Tower, Expanding Student Housing

*Investment Supports the Academic Village with Student Housing, Space for
Interdisciplinary Collaboration, and Revitalization of San Francisco Neighborhoods*

SAN FRANCISCO — University of California College of the Law, San Francisco (UC Law San Francisco) announced the successful sale of **\$138.8 million of Revenue Bonds, Series 2026**, which will support the renovation of the McAllister Tower, advancing the institution’s Academic Village vision and the revitalization of San Francisco’s Civic Center, Mid-Market, and Tenderloin neighborhoods.

The renovation of the historic, 28-story McAllister Tower, slated for opening in Fall 2027, will deliver up to 200 beds with an additional 80 beds over time of below-market rate housing for students from UC Law San Francisco and other higher education institutions. It will also produce enhanced academic space, while preserving the building’s architectural and historic significance. The tower project is part of UC Law SF’s Academic Village, which will provide approximately 1,000 campus housing beds with its existing facilities. Future plans include an additional 400 beds on a site owned by Unite Here/Local 2 with development rights controlled by the College under an option agreement.



The historic 28-story McAllister Tower, designed by Timothy Pflueger and built in 1930, served as a church, hotel, wartime facility, and government office before UC Law SF acquired it in 1980 for student housing. The renovation will restore residential units, upgrade elevators, reinforce the structure for seismic safety, repair the exterior, and will also provide for academic and administrative use.

The McAllister Tower project is the third phase of UC Law San Francisco's Academic Village, which aims to foster interdisciplinary collaboration by bringing together students, academics, and staff from multiple higher education institutions on a shared urban campus. A central element of this strategic vision is high-quality, low-cost housing for affiliated students and personnel across these institutions.

Phase one of the Academic Village, completed in 2020, was the development of the Cotchett Law Center at 333 Golden Gate Ave., a 57,000-square-foot academic building. Certified LEED Platinum, the six-story structure houses classrooms, conference spaces, faculty offices, and a rooftop deck. Phase 2, completed in 2023, was The Academe at 198, located at 198 McAllister St. The 14-story, mixed-use structure includes 656 fully furnished apartments at below-market rents. Certified LEED Gold, it also includes an auditorium, trial and appellate mock courtrooms, meeting spaces, a café, and other street-level retail space.

The McAllister Tower project is funded by a combination of bond proceeds, grants from the State of California, proceeds from Historic Tax Credits, philanthropy, and UC Law San Francisco institutional funds.

The bonds received exceptionally strong investor demand, reflecting the College's financial stability and confidence in the State-supported debt service structure. In total, 84 unique investors reviewed the Preliminary Official Statement and Investor Presentation, and 54 investors placed orders of more than \$2.2 billion. This robust participation supported yield reductions of up to 40 basis points (0.40%) during the pricing process, enabling the College to raise additional bond proceeds that will be applied to project costs.

The bonds carry an investment grade underlying rating of Baa1 from Moody's and are insured by Build America Mutual, resulting in a rating of AA from Standard & Poor's. The Series 2026 Bonds was a taxable issuance priced at a true interest cost of 5.95%.

Raymond James and Loop Capital served as senior manager and co-manager, respectively. CSG Advisors Incorporated served as municipal advisor, Orrick, Herrington & Sutcliffe LLP as bond counsel, Nixon Peabody LLP served as disclosure and underwriters' counsel, and Century Urban as real estate advisor.

About UC Law San Francisco

The [University of California College of the Law, San Francisco](#) was established by statute in 1878. While the College maintains a close affiliation with the University of California, it is an independent institution. Formerly known as UC Hastings, the College became the University of California College of the Law, San Francisco – or UC Law SF – on Jan. 1, 2023, under state legislation enacted in 2022. UC Law SF is the oldest law school in the United States west of the Rockies and ranks first in the nation in graduates admitted to the California bar.

###

REPORT ITEM

1. **REPORT BY:** Chief Operating Officer Rhiannon Bailard
2. **SUBJECT:** Academic Village – McAllister Tower Seismic Upgrade Project Update
3. **REPORT:**

Activities substantially completed to date include abatement and soft demolition; installation of tower steel bracing to support structural demolitions; permeation grouting for soil improvement; and completion of the structural demolitions.

Concrete placement for the main mat foundation was completed on 12/20/25. The rest of the seismic retrofit work remains ongoing, including construction of the remaining foundation elements and the new elevator core. The core buildout is projected to reach Level 3 in March.

Procurement of the remaining project scopes, including interior finishes, is ongoing through the public bidding process, with all bids due by early March.

Construction of the project is targeted for completion by July 2027.

Attachment:

- McAllister Tower Seismic Upgrade Project Update

McAllister Tower Seismic Upgrade Project – Status Report

Finance Committee Meeting

February 19, 2026



San Francisco
UCLaw

Construction Progress Summary

Completed Activities:

- Abatement and demolitions
- Soil improvement
- Main mat foundation

Ongoing Activities:

- Seismic retrofit
- Interior buildout
- Procurement
- Façade repair

Project Substantial Completion – July 2027

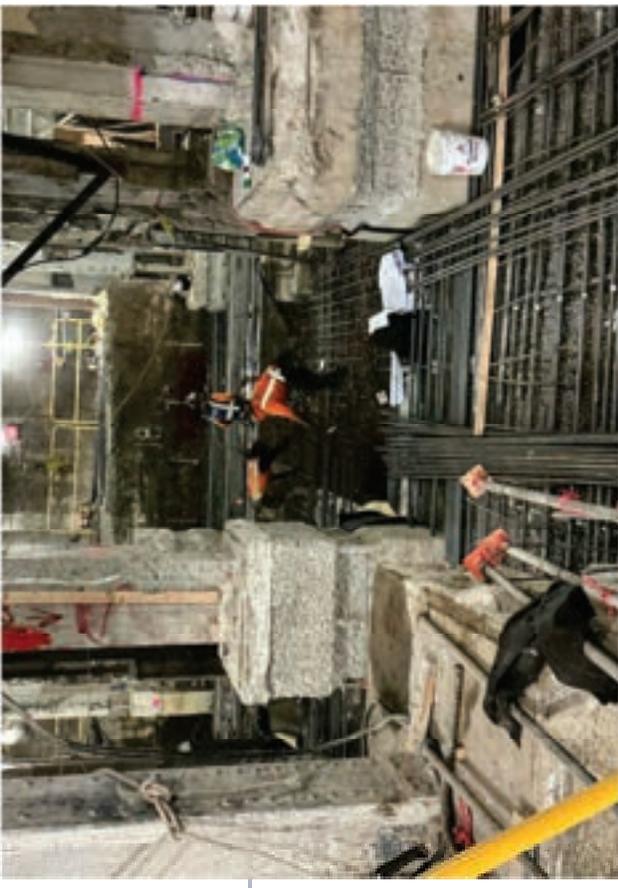


Construction Progress

Main Mat Foundation



Excavation - 2025.10



Bottom Rebar Installation -2025.12



Utility Installation -2025.12



Top Rebar Installation -2025.12



Construction Progress

Main Mat Foundation

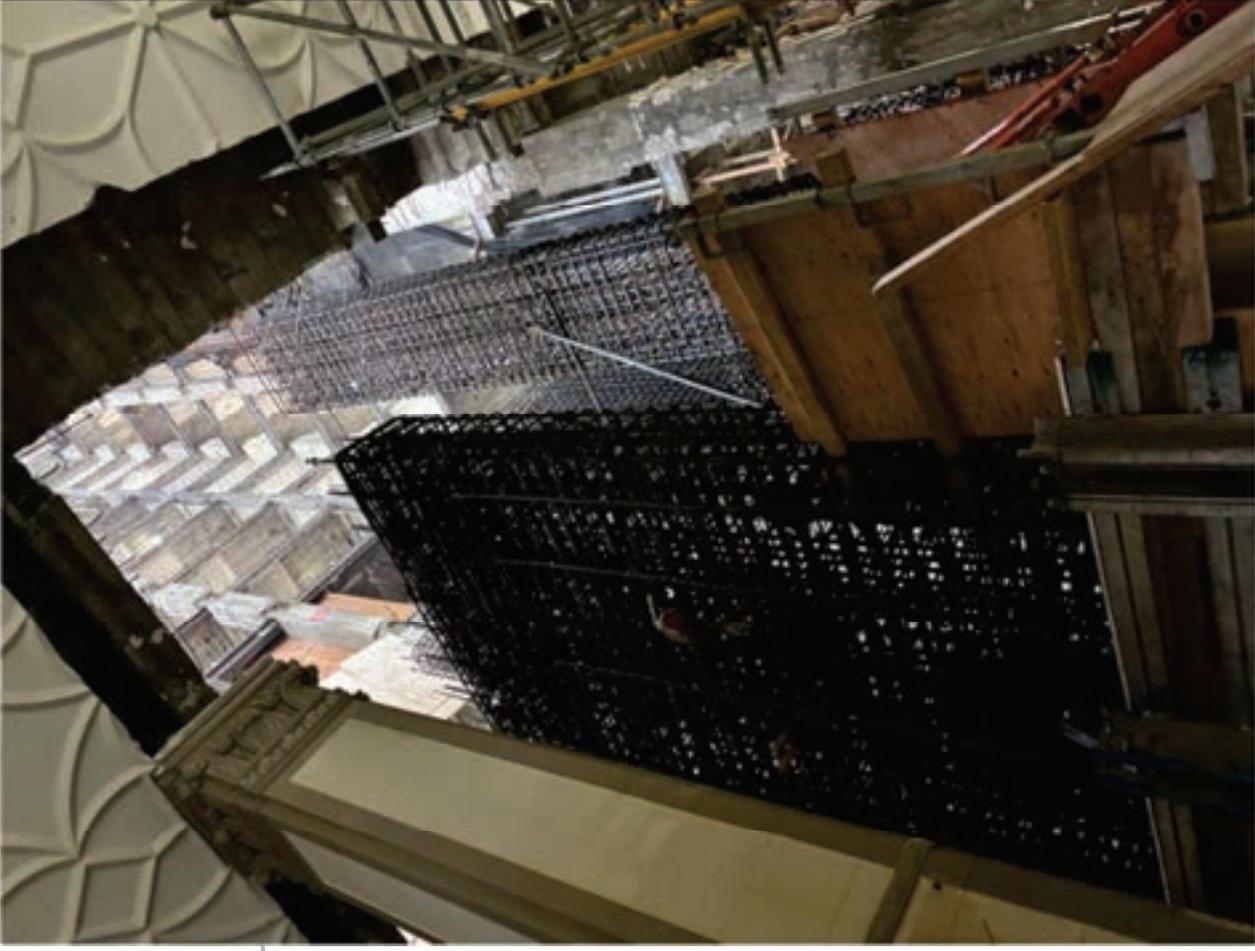
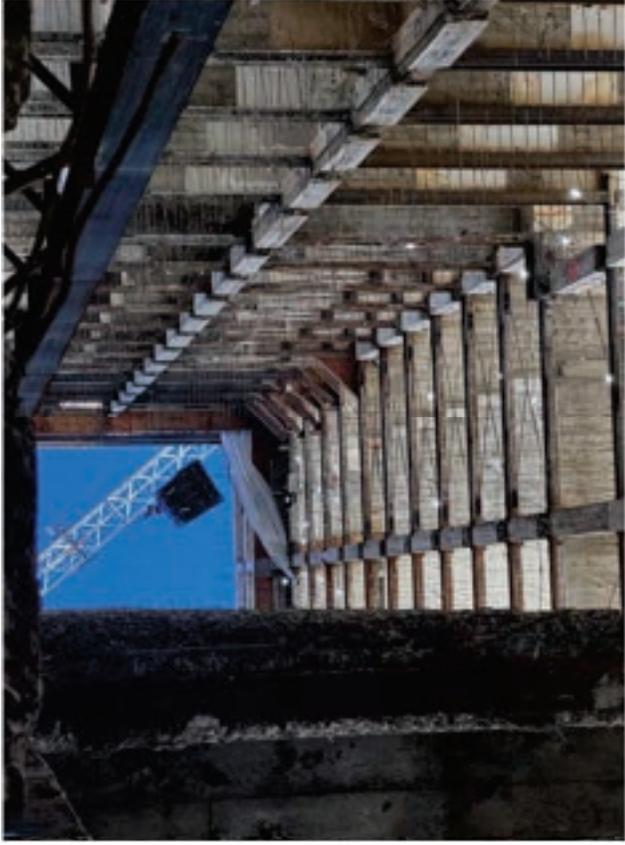


Concrete Placement - 2025.12.20



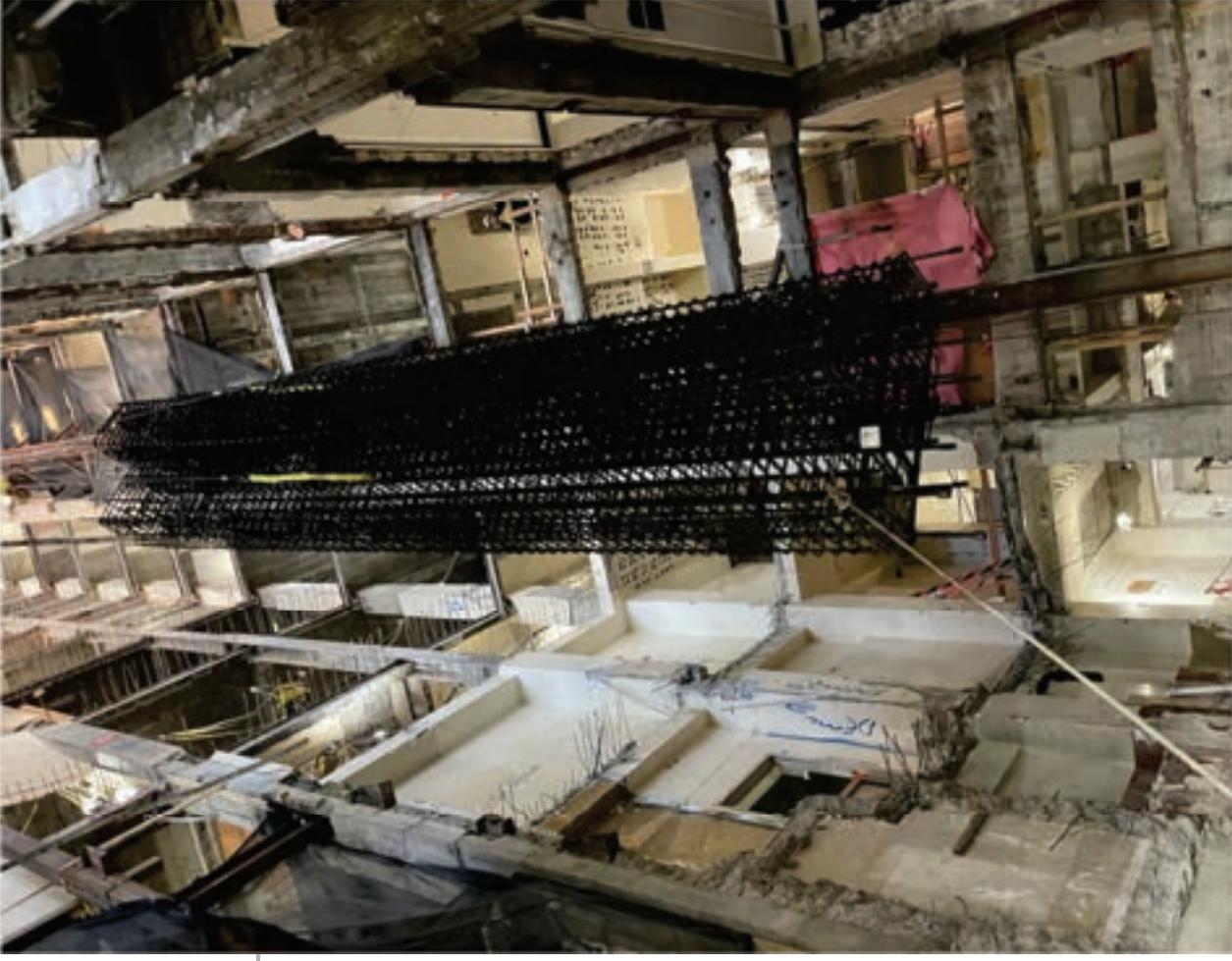
Construction Progress

New Elevator Core

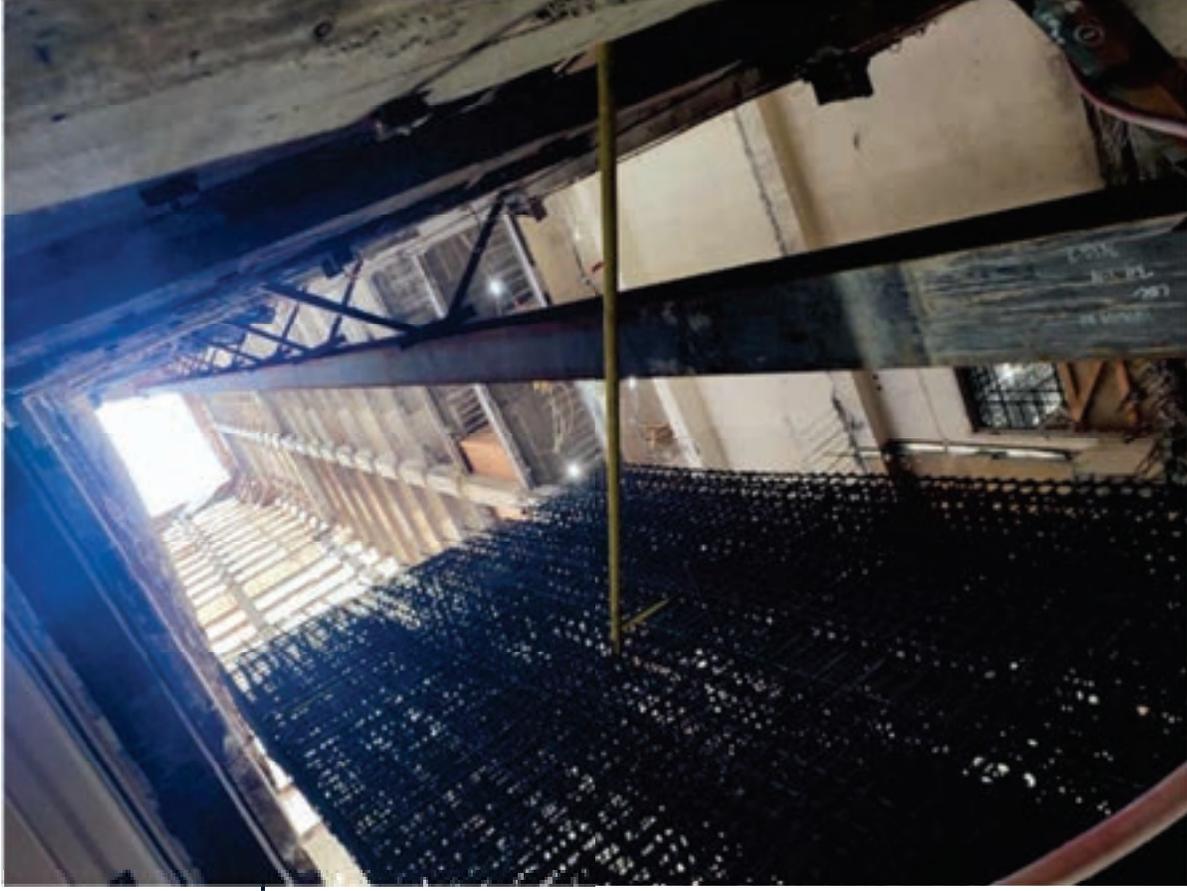


Construction Progress

New Elevator Core

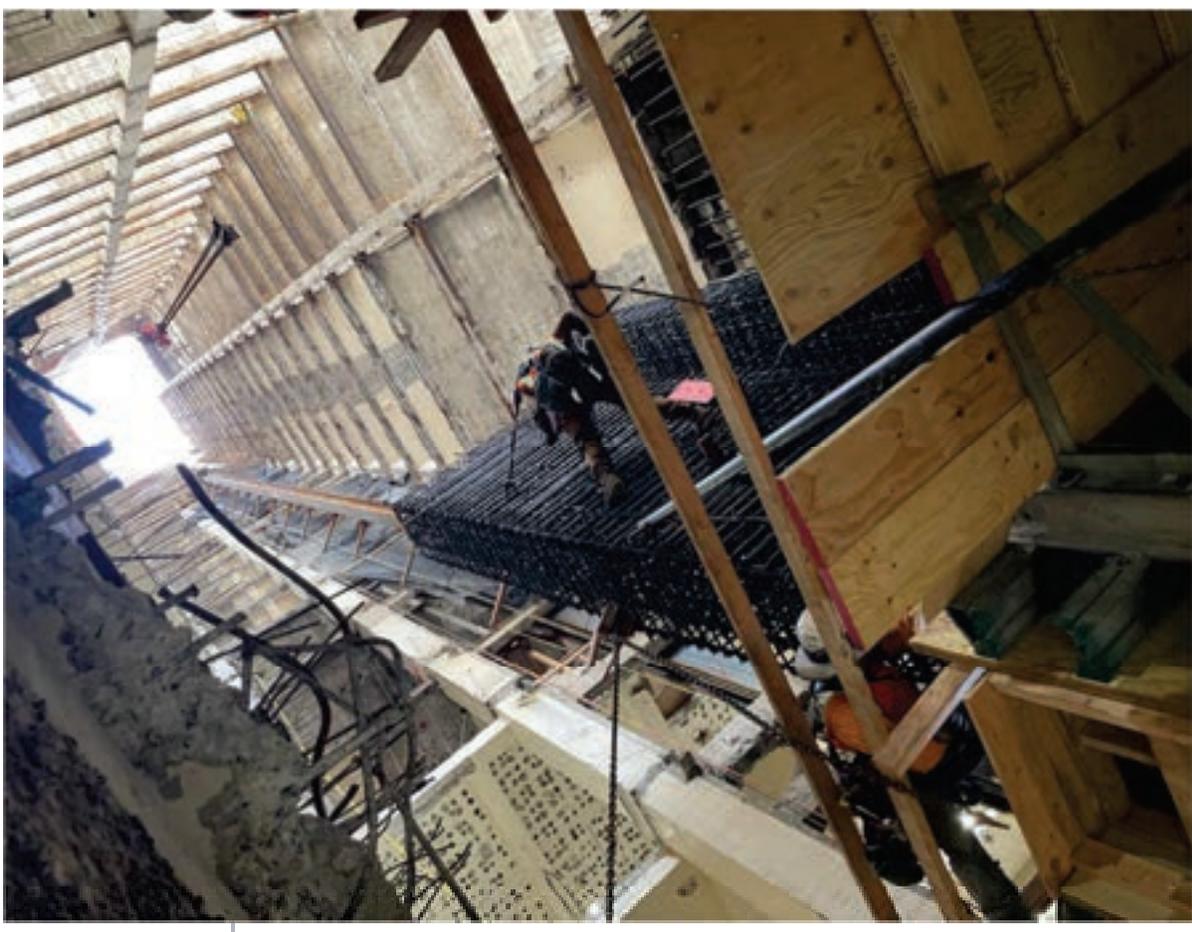


Construction Progress



Construction Progress

New Elevator Core



Thank You!

#12 - Academic Village Implementation Update

Presented to UC Law SF Finance Committee

February 19th, 2026



San Francisco
UC Law

12.1- SFSU – College of Business – Lease Approval and Budget Change for Buildouts

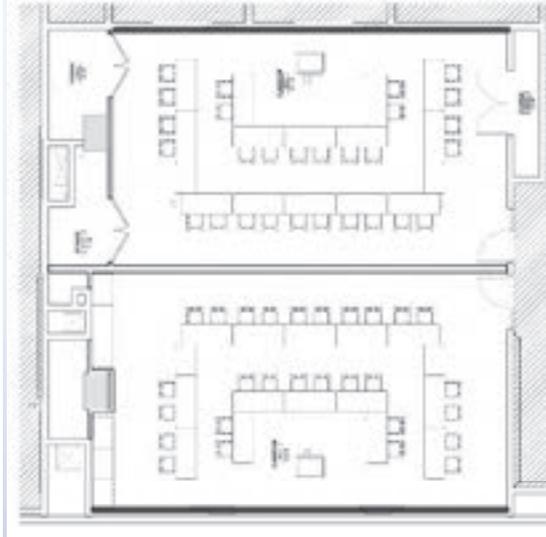
- 11 construction bids
- Lowest responsive construction bid accepted - \$599,100 with 10% contingency
- Soft cost of \$265,000
- Tight construction timeline for making July 1st handoff date



12.1 - SFSU – College of Business – Lease Approval and Budget Change for Buildouts

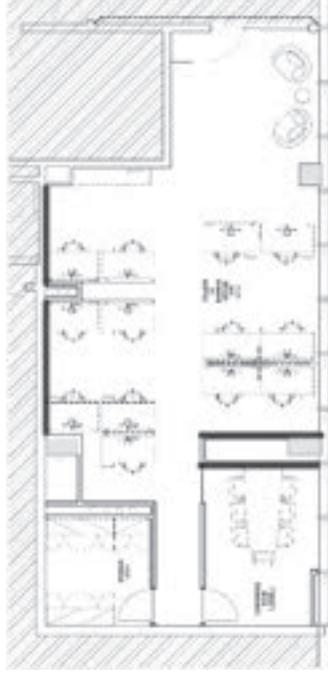
A lease agreement for exclusive classroom and office space for SF State

- 3,273 useable square footage, at \$57 per square foot
- \$208,946 in annual lease revenue in first year, five year initial term with two options to renew for two years



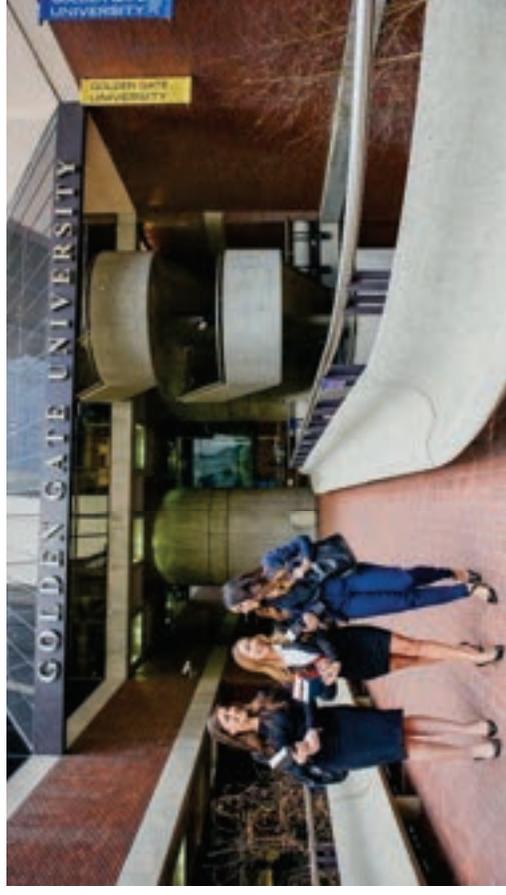
A shared facilities license agreement for access to additional classrooms and event spaces.

- 60 month lease coterminous with the lease. Revenue to be determined



12.2 Golden Gate University – Short-term Office Lease & Shared Classroom License Agreement

- Two agreements for proposed use of campus
- Exclusive office space via lease agreement– *36 months*
- Shared classrooms space several times per year per facilities license agreement – *48 months*



Projected revenue

- With summer classes - \$350,000
- Without summer classes - \$200,000



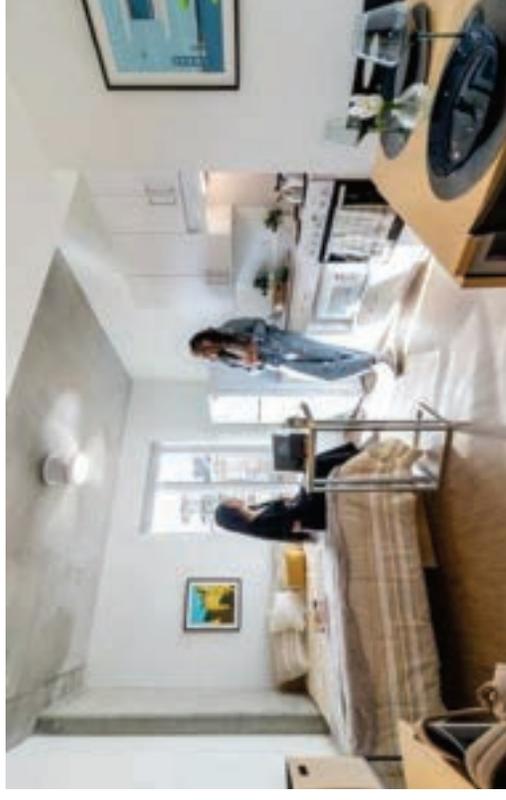
GOLDEN GATE
UNIVERSITY



ACADEMIC
VILLAGE

12.3 HBCU/City & County of San Francisco Human Rights Commission – Summer Residential Program

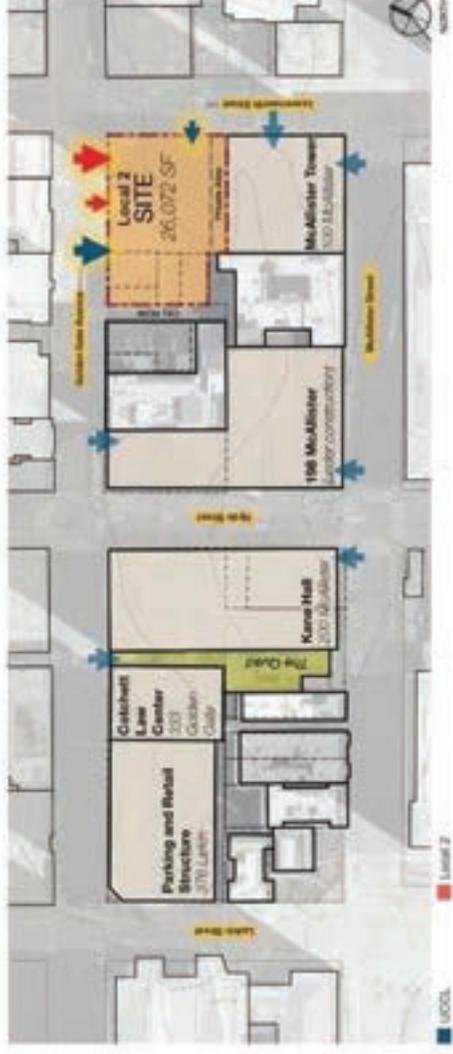
- UC Law SF to provide 31 apartments to SF HRC/HBCU student participants
- Apartments will be single bedrooms in the Academe – 198 McAllister
- Leases from June 20th, 2026 to August 1st 2026 at \$75/day



SAN FRANCISCO
HUMAN RIGHTS
COMMISSION

12.4 – Unite Here/Local 2 – Market and Housing Demand Analysis

- UC Law SF to seek Housing and Demand Analysis for potential future workforce housing project at Unite Here/Local 2 per option agreement
- Analysis will build off the same study done for 100 McAllister last year with the same provider – Brailsford and Dunlavy



#12 - Academic Village Implementation Update

Presented to UC Law SF Finance Committee

February 19th, 2026



San Francisco
UC Law

ACTION ITEM

- 1. REPORT BY:** Chief Operating Officer Rhiannon Bailard
Chief Financial Officer David Seward
- 2. SUBJECT:** SF State University Lease Agreements & Tenant
Improvement Budget Authorization
- 3. RECOMMENDATION:**

That the Finance Committee recommends that the Board of Directors authorizes UC Law San Francisco to enter into binding lease and shared facilities license agreements with San Francisco State University and authorizes a budget allocation of \$702,383 for construction services by Bhogal Brothers and other project costs to complete the classroom and office buildouts at 198 McAllister to effectuate the SF State College of Business' relocation to UC Law.

4. BACKGROUND:

UC Law San Francisco ("UC Law SF") and San Francisco State University ("SF State") have been collaborating to relocate SF State's College of Business from SF State's downtown campus, which closes on June 30, 2026, to UC Law SF, pursuant to the College's Academic Village model. Following execution of a non-binding letter of intent previously authorized by the Board of Directors, the parties are now prepared to enter into two binding agreements governing SF State's use of space on the UC Law SF campus commencing on July 1, 2026.

1. A lease agreement for exclusive classroom and office space for SF State; and
2. A shared facilities license agreement for access to additional classrooms and event spaces.

Under the proposed lease, SF State will occupy approximately 3,273 useable square feet of dedicated classroom and office space at 198 McAllister with a rental rate of \$57 per square foot, with an additional 12% administrative fee, generating \$208,948 in annual lease revenue in the initial year. The proposed lease term is five years (60 months) with two (2) options to renew for two years (24 months) each and includes a 3% annual rental escalation term through the initial period and any renewal periods.

Under the proposed shared facilities license agreement, SF State will utilize shared classrooms and event spaces pursuant to pricing included in the shared facilities license agreement. Shared classroom uses are contingent upon SF State's course schedule, which is not solidified for Fall 2026, along with uses as needed throughout the term of the license, which is coterminous with the lease, or five years (60) months. However, the license agreement includes a 5% annual escalation fee in consideration of potential market conditions.

To deliver the dedicated leased space, UC Law SF must complete buildout and tenant improvements to shelled areas at 198 McAllister. Following a competitive bid process with 11 vendors, Bhogal Brothers, came in as the lowest responsive qualified bid at \$599,100. The College estimates that approximately 60% of the cost represents tenant-improvements and approximately 40% reflects base-building and cold shell activation work that UC Law SF would otherwise need to undertake.

The total project budget is summarized below:

Design Costs (Budget Currently)	45,200
Construction Contract	599,100
Furniture, Fixtures & Equipment	43,283
Contingency (10% of hard cost)	<u>60,000</u>
Total	\$747,583
Less: Previously Budgeted Design Cost	<u>-45,200</u>
Total	\$702,383

Funding for this project would be allocated from the Plant Fund Reserve which has a current balance of \$12.4 million.

In terms of payback period, using only the dedicated lease revenue, and excluding the as-yet unknown shared facilities license income and annual escalation, the College recovers the total project cost of \$747,583 in 3.6 years. Over the initial five-year lease term, again excluding annual escalation, the dedicated lease revenue totals \$1.04 million, representing a return of 1.34 on the College’s total capital investment. Contractual 3% annual rent escalation, revenue from the shared facilities license agreement, additional dedicated lease revenue pursuant to the options to renew, and the potential for SF State College of Business students to reside at the Academe at 198 provide additional upside and further strengthen the overall financial performance of the partnership.

Finally, the proposed agreements advance UC Law SF’s Academic Village by strengthening intersegmental partnerships, generating stable auxiliary revenue, and supporting activation of the campus and surrounding community.

5. PROPOSED RESOLUTION:

Resolved, that the Finance Committee recommends that the Board of Directors authorizes UC Law San Francisco to enter into binding lease and shared facilities license agreements with San Francisco State University.

Be it further resolved, that the Finance Committee recommends that the Board of Directors authorizes a project budget allocation of \$702,383 for construction services, furniture, fixtures and equipment, and contingency. (Funding for design services has been previously approved.)

Be it further resolved, that the Finance Committee recommends that the Board of Directors authorizes contract award in the amount of \$599,100 to Bhogal Brothers to complete the classroom and office buildouts at 198 McAllister to effectuate the SF State College of Business’ relocation to UC Law’s Academic Village.

**UNIVERSITY OF CALIFORNIA
COLLEGE OF THE LAW SAN FRANCISCO (“UC Law SF”)
200 McAllister Street
San Francisco, California 94102
ACADEMIC VILLAGE PARTICIPATION LEASE AGREEMENT
Academic Years 2026-2031**

This Academic Village Participation Lease Agreement (“Agreement”) is entered into by and between the University of California, UC Law SF College of the Law (“UC LAW SF”) and the Board of Trustees of the California State University, which is the State of California acting in its higher education capacity, on behalf of San Francisco State University (“SFSU”), one of twenty-three (23) universities in the California State System. SFSU and UC LAW SF each a “Party”, and collectively, the “Parties”, effective as of July 1, 2026 (“Effective Date”).

WHEREAS, UC LAW SF has available space on its campus for use by other not-for-profit institutions of higher education as part and in furtherance of its Academic Village concept.

WHEREAS, SFSU wishes to participate as a partner institution in the UC Law SF Academic Village.

WHEREAS, SFSU wishes to rent certain space on the UC Law SF campus in the UC Law SF buildings located at 198 and 200 McAllister Street, and otherwise have access for itself and its employees, students, agents and invitees to facilities and amenities open to all UC Law SF Academic Village partner institutions.

NOW, THEREFORE, In consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the mutual receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Premises.** For the agreed fee of \$57 /rentable square foot UC LAW SF grants to SFSU the right to exclusive use during the Term of the approximately 3,273 rentable square feet, comprised of two classroom spaces located on the second floor of 198 McAllister Street and Suite 250 on the second floor of 198 McAllister Street, San Francisco, California 94102 (“Premises”), as depicted in Exhibit A, attached hereto and incorporated herein, solely for the following specified purposes:

Room Number	Type	Square Footage
250	Office Suite	1,223
203	Classroom	1,025
202	Classroom	1,025
Approximate Total		3,273

SFSU shall be permitted to use the Premises for activities in pursuit of SFSU’s mission of higher education and other related and conforming uses. SFSU intends to use the Premises as classrooms and an office suite.

In addition to the rent described above, SFSU shall pay to UC Law SF a 12% **Administrative Fee** on the total annual lease payment. This Administrative Fee is intended to partially reimburse UC Law SF for shared costs associated with SFSU’s participation in the Academic Village. Such costs include, but are not limited to, utilities;

staffing expenses for security, safety practitioners, scheduling, event, operations, custodial, engineering, IT/audiovisual, and limited additional support personnel; and supplies used in dedicated leasehold areas and adjacent common areas. The Administrative Fee shall be invoiced concurrently with the annual lease payment and shall be subject to the same payment terms as set forth in section (4) Payment below.

2. **Term.** The term of this Agreement (the "Term") shall be for sixty (60) months, commencing upon the date of substantial completion of the agreed upon improvements to the Premises ("Commencement Date") and ending 60 (60) months thereafter ("Expiration Date"). The Term of this Agreement may be extended past the Expiration Date for two (2) additional twenty-four (24) month terms (each, a "Renewal Term") by mutual written agreement of the Parties. In order to exercise this renewal option, SFSU shall provide UC LAW SF with written notice of its desire to renew this Agreement at least six (6) months prior to the then-current Expiration Date. SFSU understands and agrees that the fees set forth herein shall be increased by three (3) percent at each anniversary of the Commencement Date, both during the original Term and in each Renewal Term.

Notwithstanding the foregoing, the parties agree that SFSU will be provided access to the Premises as of the Effective Date at no charge to SFSU prior to the Commencement Date for the installation of SFSU's furniture, fixtures, and equipment, provided that SFSU has delivered this fully executed Agreement, certificates of insurance, any other applicable requirements specified in this Agreement, and provided such access does not materially interfere with UC LAW SF' delivery of the Premises. SFSU agrees to promptly vacate the Premises to the extent deemed necessary by UC LAW SF for the agreed upon improvements to be undertaken and completed prior to the Commencement Date.

3. **Facilities Usage.** In addition to its use of the Premises as set forth above, SFSU shall have the non-exclusive right to access and use, in common with UC LAW SF, other Academic Village partner institutions, and any other UC LAW SF tenants, as applicable, any and all of the following areas which may be appurtenant to the Premises: common entrances, lobbies, elevators, stairways and access ways, loading and unloading areas, visitor parking areas, ramps, drives, platforms, public restrooms, and common walkways and sidewalks necessary for access to the Premises. SFSU students, faculty and staff shall also have the non-exclusive right to access and use, in common with UC LAW SF and other Academic Village partner institutions, all areas of the UC LAW SF campus buildings during normal operating hours, including the libraries, library study rooms, student meeting rooms, common areas and common area amenities, student lounge areas, social spaces, and outdoor patios, which are available to UC LAW SF students in the normal course of campus operations. To the extent available, SFSU's students and employees will be eligible to lease parking in the campus parking garage located at 376 Larkin Street at the same parking rates as UC LAW SF' students and employees.
4. **Payment.** SFSU shall pay to UC LAW SF the fee set forth in Section 1 of this Agreement, which the Parties agree amounts to a **total initial annual payment of one hundred eighty six thousand five hundred and sixty one dollars (\$186,561) for Rent** and twenty two thousand three hundred and eighty seven (\$22,387) for the 12% Administrative Fee for a total of two hundred and eight thousand nine hundred and forty eight dollars (\$208,948), which is payable in twelve (12) monthly increments. Payment is due net thirty (30) days upon receipt of invoice. Payment shall be made by electronic transfer, check or money order.

Invoices shall be sent to: **San Francisco State University**

SFSU

Attn: Husamettin Erciyas

1600 Holloway Avenue

San Francisco, CA 94132

Email: herciyas@sfsu.edu

Payment shall be sent to: UC Law SF Law
Attn: Sandra Plenski, Controller
200 McAllister Street
San Francisco, CA 94102

- 5.
 6. **Operational Support.** With respect to the Premises and common areas, UC LAW SF will provide SFSU with its standard and customary building security, custodial services, utilities, and internet (WIFI). SFSU will not be expected to reimburse UC LAW SF for UC LAW SF' insurance costs. Additional charges may also be applied when SFSU'S use of the Premises and/or common areas extend beyond approved schedule, scope, or standard operating hours. Any custodial or security services that SFSU requests above the standard and customary services that UC LAW SF provides shall be the sole responsibility of SFSU, at its sole cost and expense. SFSU shall coordinate with and provide notice to UC LAW SF, if it desires to contract directly with UC LAW SF' vendors and service providers for such additional services. Access to the internet hereunder is limited only to SFSU and its employees and students.
 7. **Limitation.** SFSU's exclusive use of the Premises and other UC LAW SF facilities is limited only to the facilities and time periods described herein. If SFSU would like to exclusively use additional facilities or for additional time periods outside of those specifically enumerated in this Agreement, please refer to the corresponding shared classroom and event space agreement for rates and terms.
 8. **License to Use of Name and Logo/Academic Village Branding.** Each Party shall have the right to use the name of the other party and factual information regarding the existence of the relationship that is the subject of this Agreement. In any such use, the relationship of the parties shall be accurately and appropriately described. SFSU expressly grants UC LAW SF the right to use SFSU's name and logo in materials describing and/or promoting the Academic Village and in lists of Academic Village partner institutions. SFSU will reference UC LAW SF and the Academic Village in descriptions, publicity, and marketing of any programs or activities that it conducts using the Premises subject to UC LAW SF' approval, which shall not be unreasonably withheld, and in accordance with UC LAW SF' Branding Guidelines. SFSU shall use reasonable efforts to provide UC LAW SF Chief Communication Officer with a copy of such descriptions and marketing materials for review and feedback prior to dissemination.
 9. **Publicity.** UC LAW SF agrees to allow and encourages SFSU to hang approved signage at SFSU's sole cost and expense near the entrance to the Premises identifying it as the location of the SFSU program for the duration of this Agreement. The signage will be mutually agreed upon by SFSU and UC LAW SF, and will include reference to the SFSU's program "at UC UC Law SF Academic Village".
 10. **Termination.** This Agreement shall be co-terminus with the annual agreements reflecting an ongoing relationship between SFSU and UC LAW SF for SFSU's rental of classroom space on the UC LAW SF campus. For the avoidance of doubt, this Agreement shall terminate under this paragraph only if the parties are not able to come to agreement on future academic year classroom rental agreements for SFSU's continued rental of classroom space at UC LAW SF.
- UC LAW SF shall have the right to terminate this Agreement upon written notice to SFSU if SFSU materially breaches any of the terms of this Agreement, and such breach is not cured within sixty (60) days of SFSU's receipt of written notice of such breach. In the event of termination, SFSU shall be obligated to pay pro-rata fees for usage of the Premises and any additional charges or fees incurred by SFSU through the effective date of termination.
11. **Notices.** Notices under this Agreement shall be effective if made in writing and sent by regular mail, electronic mail, or delivery in person to the individual identified below as the primary contact for purposes of coordination:

If to UC LAW SF:

UC Law SF
Attn: Rhiannon Bailard, Chief Operating Officer
200 McAllister Street
San Francisco, CA 94102
bailardrhiannon@uclawsf.edu and operations@uclawsf.edu

with a copy to:

UC Law SF
Attn: Office of General Counsel
200 McAllister Street
San Francisco, CA 94102
ogc@uclawsf.edu

If to SFSU:

SFSU

Attn: Husamettin Erciyas

1600 Holloway Avenue

San Francisco, CA 94132

Email: herciyes@sfsu.edu

With a copy to:

SU Office of General Counsel

Daniel Mandel

University Counsel – Real Estate & Land Use
The California State University
401 Golden Shore
Long Beach, CA 90802
Main 562-951-4500 | Direct 562-951-4526 | dmandel@calstate.edu

12. **Insurance and Indemnification.** SFSU shall indemnify, defend and hold harmless UC LAW SF, its officers, directors, employees, agents, and representatives from and against any and all claims, damages, judgments, suits, legal proceedings, and all costs and expenses associated therewith (including reasonable attorney's fees) arising out of or resulting from (i) breach of this Agreement by SFSU or its employees, students, officers, directors, agents, and representatives, or (ii) the negligence or willful misconduct of SFSU or its employees, students, officers, directors, agents, and representatives but only in proportion to and to the extent that such claims arise from the negligent or wrongful acts or omissions of SFSU, its officers, directors, employees, agents, or representatives. Additionally, SFSU shall pay for all costs associated with, and defend (with attorneys reasonably satisfactory to UC LAW SF), indemnify and hold harmless UC LAW SF from, claims, damages, expenses, encumbrances, fees, fines, penalties or costs, including, but not limited to, legal fees; the costs of notice to any other person; the costs of environmental or technical risk assessment; any cleanup or remedial costs; the costs of any monitoring, sampling or analysis; and any diminution in property value or losses due to non-rentability arising out of or in any way connected with the presence of any hazardous material on the Premises or SFSU's alleged violation of applicable laws or regulations but only in proportion to and to the extent that such claims arise from the negligent or wrongful acts or omissions of SFSU, its officers, directors, employees, agents, or representatives.

Licensee will maintain in force at all times during the term of this Agreement, Comprehensive General Liability insurance in the amount of \$1,000,000. Such insurance policies shall name UC Law San Francisco, its officers, employees, and the State of California as an additional insured and provide for notification to UC Law San Francisco thirty (30) days prior to termination or restrictive amendment. Licensee shall furnish a Certificate of Insurance to UC Law San Francisco as evidence of the required coverage. The parties acknowledge and agree that Licensee's insurance policies shall be primary and noncontributory to any policies of insurance maintained by UC Law San Francisco. The Certificate of Insurance must accompany the signed Agreement. All insurance required under this Agreement is to be provided by carriers with a Best rating of A-10 or better. Carriers must also be California admitted companies listed as such by the Insurance Commissioner for the State of California. Any third party vendor that Licensee engages for the Event must also maintain in force at all times during the term of this Agreement insurance with coverages in amounts appropriate to the risks and liabilities associated with its services, and consistent with the foregoing requirements. Licensee will provide UC Law San Francisco with Certificates of Insurance from such vendors upon request.

UC LAW SF shall indemnify, defend and hold harmless SFSU, its officers, directors, employees, agents, and representatives from and against any and all claims, damages, judgments, suits, legal proceedings, and all costs and expenses associated therewith (including reasonable attorneys fees) arising out of or resulting from (i) breach of this Agreement by UC LAW SF or its employees, officers, directors, agents, and representatives, or (ii) the negligence or willful misconduct of UC LAW SF or its employees, officers, directors, agents, and representatives, but only in proportion to and to the extent that such claims arise from the negligent or wrongful acts or omissions of UC LAW SF, its officers, directors, agents, employees, or representatives.

Each Party shall maintain, during the term of this Agreement and for at least three (3) years thereafter, policies of insurance or self-insurance with coverages and limits appropriate to its obligations and liabilities hereunder. Each Party shall provide the other Party with evidence of such insurance upon request.

13. **Nondiscrimination.** Neither Party shall discriminate against any person on the basis of race, color, national origin, religion, age, sex, gender, sexual orientation, gender expression, gender identity, gender transition status, sex- or gender-stereotyping, pregnancy, physical or mental disability, medical condition (cancer-related or genetic characteristics), genetic information (including family medical history), ancestry, marital status, familial status, citizenship, or service in the uniformed services, including protected veterans. This policy is intended to be consistent with applicable state and federal laws.
14. **Condition of Premises:** At the Expiration Date of the Term or any Renewal Term, or upon the effective date of early termination as provided in Section 10, SFSU shall deliver the Premises to UC LAW SF in as good and clean condition and repair as it was prior to SFSU's use, subject to reasonable wear and tear. SFSU shall be liable for any extra cleaning in excess of \$300.00 in total cost to UC LAW SF. Any items left on the Premises bSFSU may automatically be removed by UC LAW SF at SFSU's expense. SFSU is liable for any damage to Premises or personal property of UC LAW SF or its employees, students, agents or representatives (whether it be damaged, stolen or missing) that is caused by SFSU (including guests, students, staff and subcontractors) during the Term or any Renewal Term. Damages shall be itemized and a bill sent to SFSU within 10 working days of the event (or as soon as possible if exact costs cannot be determined within this time period).
15. **Disputes.** The Parties shall use all reasonable efforts to resolve any dispute between them arising out of this Agreement through good faith conversations between senior representatives of each Party. In the event that any such dispute cannot be resolved in such manner after reasonable, good faith efforts by both Parties, such dispute shall be settled by final and binding arbitration in San Francisco, California, heard before an arbitrator selected by both parties or pursuant to a strike off, in accordance with the American Arbitration Association Commercial Arbitration rules. Judgment upon any award rendered by the arbitrator may be entered in any court having

jurisdiction. Any provisional remedy which would be available from a court of law, shall be available from the arbitrator to the parties of this Agreement pending arbitration. The arbitrator shall determine which is the prevailing party and shall award that party its costs and fees. Costs and fees mean all reasonable pre-award expenses of arbitration, including the arbitrator's fees, administrative fees, witness fees and attorney's fees.

16. **SFSU Responsibilities.** SFSU shall, at its sole cost and expense, comply with all applicable laws, rules, regulations, and other requirements now in force and which may hereafter be enacted ("Applicable Laws") with respect to SFSU's use and possession of the Premises. Such obligation shall include the affirmative covenant to make all alterations, additions, modifications and other improvements to the Premises, and to the extent required due to SFSU's use of or alterations to the Premises, to pay for all alterations, additions or modifications to the common areas that may be required under or pursuant to applicable laws. SFSU shall not do or permit to be done in, on or about the Premises, nor shall SFSU keep or permit to be kept therein, anything which is prohibited by or may conflict with any applicable laws now in force or hereafter enacted or promulgated, or which may cause a cancellation of any insurance policy currently in force covering the Premises or any of its contents, or (except with the prior written consent of UC LAW SF) which may materially increase the existing rate of or materially affect any fire, liability or other insurance upon the UC LAW SF campus or the Premises, or any of its contents. SFSU shall not within commercially reasonable standards do or permit anything to be done which will in any way obstruct or interfere with the rights of other tenants and/or Academic Village partner institutions, their employees, students, or invitees, or use or allow the Premises to be used for any unlawful purpose. SFSU shall not within a commercially reasonable standard maintain or permit any nuisance in or about the Premises or commit or suffer to be committed any waste in or upon the Premises. SFSU shall be responsible for any government fees connected with any non-compliant changes to the Premises or common areas made by SFSU. As of the Commencement Date, UC LAW SF shall be responsible for all costs of compliance with current government rules and regulations. SFSU shall be responsible for code compliance costs, including but not limited to, Title-24-related and ADA-related costs triggered by (i) initial improvement at SFSU's request whether completed by UC LAW SF or not, (ii) alterations by SFSU, or (iii) SFSU's use or occupancy of the Premises. SFSU shall continue to be responsible for ongoing compliance within the Premises.
17. **Improvements.** No structural alterations or improvements in excess of five thousand dollars (\$5,000.00) shall be made to the Premises by SFSU or at SFSU's request without the prior written consent of UC LAW SF, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, SFSU may make non-structural, cosmetic and design alterations to the Premises not cumulatively in excess of \$5,000 in any twelve (12) month period without consent of UC LAW SF. All such alterations and improvements shall be the sole responsibility of SFSU, and at its sole cost. Notwithstanding the foregoing, the Parties have agreed that prior to the Commencement Date, UC LAW SF will make improvements, as reflected in the mutually agreed upon plans created by UC Law SF' consultants on behalf of SFSU, to the Premises at UC LAW SF' expense to conform the Premises to a space conducive to SFSU's intended and permitted use thereof.
18. **SFSU Installations.** SFSU may remove fixtures, machinery and equipment installed in the Premises by SFSU upon termination of this Agreement, as shown on a mutually agreed "Current Condition" punch list if SFSU is not then in default under this Agreement and if SFSU repairs any damage to the Premises caused by such removal. Upon termination of this Agreement, SFSU shall return the Premises in the same condition as when delivered to SFSU, reasonable wear and tear and alterations approved by UC LAW SF excepted.
19. **Mechanic's Liens.** The Parties shall keep the Premises free from any liens arising out of any work performed by, materials furnished to, or obligations incurred by either Party.
20. **Rules and Regulations.** SFSU shall comply with the Rules and Regulations attached as Exhibit B to this Agreement and to all modifications and supplements thereto as UC LAW SF may, from time to time, establish for Academic Village partner institutions and/or the Premises. SFSU shall enforce its student code of conduct for its students at all times.

21. **Liability.** UC LAW SF shall not be liable for damage to the property of SFSU, SFSU's employees, invitees, agents, or students, or any other person in or about the Premises, nor shall UC LAW SF be liable for injury to the person of SFSU, or SFSU's employees, students, agents or invitees, as a result of any condition of the Premises or the UC LAW SF campus, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, or from the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures, or from any other cause in or about the Premises or the UC LAW SF campus, whether the said damage or injury results from conditions arising in the Premises or in other portions of the UC LAW SF campus, or from other sources or places and regardless of whether the cause of such damage or injury or the means of repairing the same is inaccessible to SFSU, except to the extent that such damage or injury arises from the negligent or wrongful acts or omissions of UC LAW SF, its officers, directors, representatives, agents, or employees. UC LAW SF shall not be liable for any damages arising from any act or neglect of any other Academic Village partner institution or tenant, if any, of the UC LAW SF campus.
22. **Right of Recovery.** SFSU hereby waives any right of recovery against UC LAW SF due to loss of or damage to the property of SFSU, SFSU's employees, invitees, agents, or students when such loss of or damage to property arises out of an act of God or any of the
- property perils included in the classification of fire or extended perils ("all risk" as such term is used in the insurance industry) whether or not such perils have been insured, self-insured or non-insured.
- **Payment of Taxes.** UC LAW SF specifically calls to SFSU's attention the fact that this Agreement may create a possessory interest subject to property taxation, and SFSU may be subject to property tax levied on such interest. SFSU alone shall pay such tax, if applicable. If the right is given to pay any of the taxes, assessments or other impositions which SFSU may be herein obligated to pay either in one sum or in installments, SFSU may elect either mode of payment.
- 23.
24. **Personal Property Taxes.** SFSU shall pay prior to delinquency all taxes assessed against and levied upon trade fixtures, furnishings, equipment and all other personal property of SFSU contained in the Premises or elsewhere on the UC LAW SF campus. SFSU shall cause any such trade fixtures, furnishings, equipment and all other personal property to be assessed and billed separately from the real property of UC LAW SF.
25. **Miscellaneous:** All rights, powers and privileges conferred hereunder upon UC LAW SF shall be cumulative in addition to those given by law. If any term or provision of this Agreement shall, to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable, such term or provision shall be revised so that it is legal and enforceable in a manner that best reflects the original intent of the Parties, and the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
26. **Non-Assignment:** This Agreement is not assignable by either Party.
27. **Non-Responsibility:** SFSU recognizes that UC LAW SF does not sponsor SFSU or its activities. SFSU agrees to inform those persons with whom it deals that SFSU assumes full responsibility for its activities and UC LAW SF has no responsibility for the same. The Regents of the University of California, a public corporation, is not a party to, nor is it financially responsible under, this Agreement.
28. **Waiver.** No waiver by either Party, whether express or implied, of any right or obligation set forth in this Agreement, or any breach or default, will constitute a continuing waiver of that or any other right, obligation, breach, or default, nor shall either Party's consent to any breach of any term, covenant or condition be deemed to constitute or imply its consent to any subsequent breach of the same or other term, covenant or condition herein contained.
29. **Section Headings.** The section headings and numbers in this Agreement are for convenience only and will not be

deemed to affect in any way the language of the provisions to which they refer.

30. **Counterparts by Facsimile or Email.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.
31. **Force Majeure.** If either Party is delayed or prevented from the performance of any act required hereunder by reason of acts of God, acts of war, riots, civil unrest, acts of terrorism, fire, earthquake, flood, unusually severe weather, strikes, lockouts, labor troubles, inability to procure materials, restrictive governmental laws, delays or regulations, delays caused by the other Party, pandemic or epidemic, or other cause without fault and beyond the control of the Party obligated (financial inability excepted) (a "Force Majeure Delay"), performance of such act shall be excused for the period of delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay; provided, however, nothing in this Section shall excuse SFSU from the prompt payment of any fees or charges due hereunder. A Party claiming a delay pursuant to this Section shall give notice of such delay to the other Party promptly after commencement of the event giving rise to the delay, together with a reasonable estimate of the time period of such delay. This Agreement may be suspended or cancelled, immediately upon notice at the option of UC LAW SF, if UC LAW SF' premises or equipment is destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event UC LAW SF is unable to render service as a result of any action by any governmental authority.
32. **Accord and Satisfaction.** No payment by SFSU or receipt by UC LAW SF of a lesser amount than the full amount of fees and charges invoiced and due hereunder, shall be deemed to be other than on account due under this Agreement. No endorsement or statement on any check or any letter accompanying any check or payment of fees or charges due hereunder shall be deemed an accord and satisfaction. UC LAW SF may accept such check or payment without prejudice to UC LAW SF' right to recover the balance of such fees or charges or pursue any other remedy available at law or in equity.
33. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of laws provisions. Venue for any action or proceeding arising out of or resulting from this Agreement between UC LAW SF and SFSU shall be in the City and County of San Francisco, California.
34. **No Sublease.** In no event shall SFSU have any right to sublease the Premises or to sublease any access rights to the UC LAW SF campus hereunder.
35. **Brokers.** UC LAW SF and SFSU are not using third party brokers for this transaction and no broker or other person shall be entitled to any commission, and UC LAW SF and SFSU shall defend and indemnify the other against any such claims.
36. **Entire Agreement.** This document contains the complete and exclusive agreement between the Parties regarding the subject matter hereof, and it is intended to be a final expression of their agreement. No promise, representation, warranty or covenant not included in this Agreement has been made or is relied upon by either Party. Each Party has relied upon its own counsel and/or other advisors. No modification or amendment of this Agreement shall be in force or effect unless in writing executed by both Parties hereto.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto as of the last date set forth below.

Dated: _____
David Seward
Chief Financial Officer

Dated: _____
[Name]
[Title]

UC COLLEGE OF THE LAW SAN FRANCISCO

SAN FRANCISCO STATE UNIVERSITY

By: _____

By: _____

Approved as to Form:

Dated: _____

By: _____
John DiPaolo
General Counsel

:

EXHIBIT A
Premises Delineated in Red

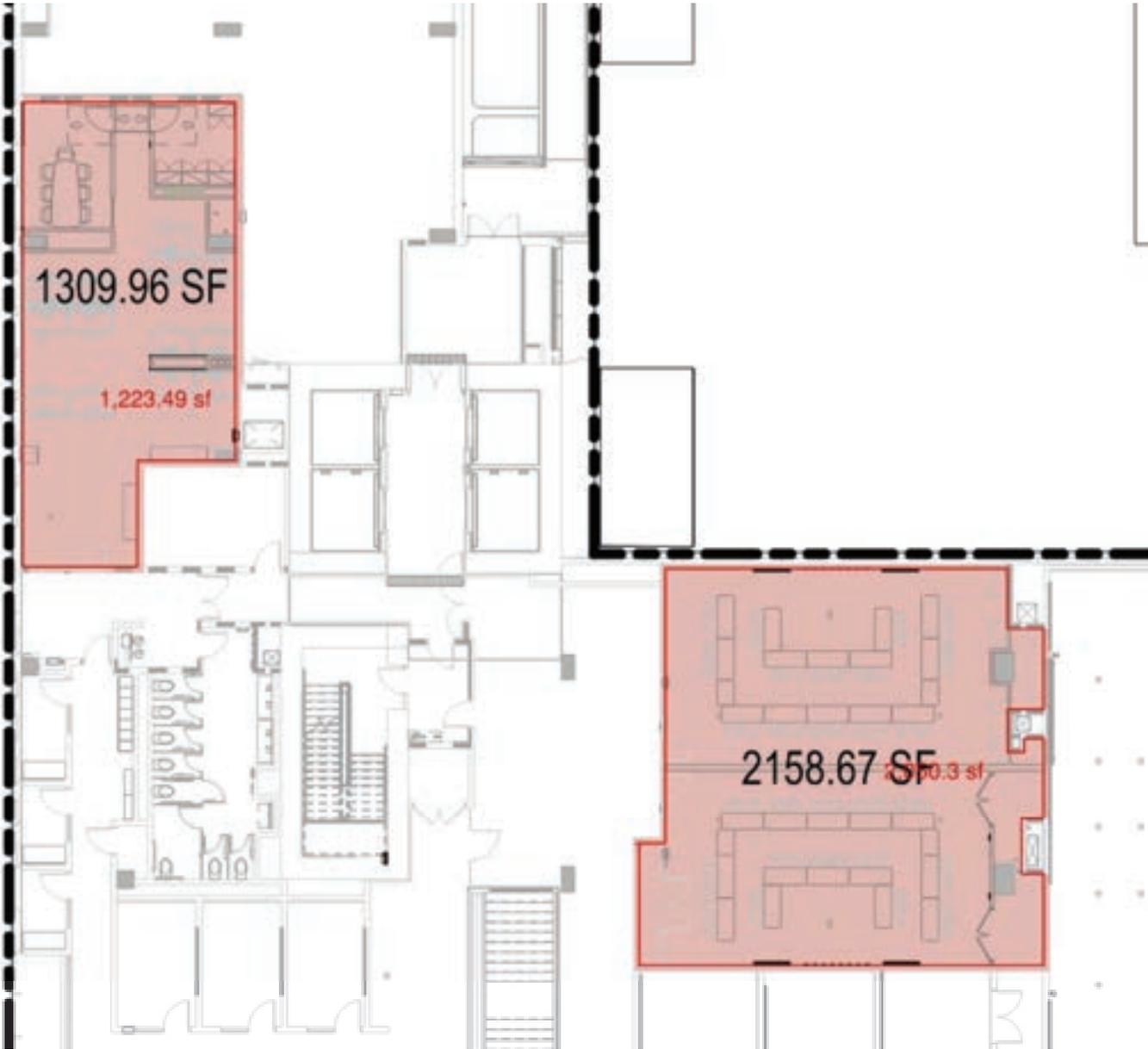


EXHIBIT B

RULES AND REGULATIONS

SFSU and SFSU Parties shall comply with the following Rules and Regulations in its use and occupancy of the Premises and the UC LAW SF facilities:

1. The sidewalks, hallways, passages, exits, entrances, plazas, elevators (if any), escalators (if any) and stairways of the Premises or the UC LAW SF campus shall not be obstructed or used by SFSU for any purpose other than for ingress to and egress from the Premises and UC LAW SF facilities. Such hallways, passages, exits, entrances, elevators, plazas, escalators and stairways are not for the use of the general public; and UC LAW SF shall retain the right to control and to prevent access thereto by all persons whose presence, in the sole judgment of UC LAW SF, shall be prejudicial to the safety, character, reputation or interests of the UC LAW SF campus. Nothing herein shall be construed to prevent such access to persons with whom any Academic Village partner institution normally deals in the ordinary course of its business unless such persons are engaged in illegal activities. No Academic Village partner institution and no employee, student, or invitee of any Academic Village partner institution shall go upon the roof of any UC LAW SF campus building.
2. SFSU shall have no right to gain access to, or to connect equipment or wiring with, the telecommunications system in the UC LAW SF campus, including without limitation, the riser cable, the telecommunications room or the MPOE, without the prior written consent of UC LAW SF. UC LAW SF may condition such consent on SFSU's compliance with specific restrictions imposed by UC LAW SF, including without limitation: (i) SFSU's providing UC LAW SF not less than forty-eight (48) hours advance written notice of its intention to gain access to and/or connect equipment or wiring with the UC LAW SF campus telecommunications system; (ii) SFSU's utilizing only the services of a SFSU provider previously approved in writing by UC LAW SF, for the performance of all such activities involving, in any manner, the UC LAW SF campus telecommunications system; and (iii) SFSU's installation only of telecommunications equipment and/or wiring that is reasonably acceptable to UC LAW SF. SFSU also shall report to UC LAW SF immediately in writing any problem(s) with the telecommunications system in the Premises that SFSU, its agents or employees know or suspect to exist.
3. Except as approved in writing by UC LAW SF, no awning, canopy or other projection over or around the windows or entrances of the Premises shall be installed by SFSU, and only such window coverings as are approved by UC LAW SF shall be used in the Premises.
4. The Premises shall not be used for lodging, and no animals of any kind (except licensed service animals or approved emotional support animals) shall be permitted to enter or to remain in the Premises. No cooking shall be done or permitted in the Premises, except that the preparation of coffee, tea, hot chocolate and similar items for SFSU and its employees and students shall be permitted.

5. All supplemental janitorial work for the Premises shall be paid for by SFSU. Any person(s) employed by SFSU to do janitor work shall be subject to the control and direction of UC LAW SF' Facilities and Operations department while on the UC LAW SF campus.
6. Except with UC LAW SF' prior written consent, SFSU shall not use or permit the use of any sidewalk or any area adjacent to the Premises for the sale of newspapers, magazines, periodicals, tickets or other goods, merchandise or services.
7. All loading and unloading of merchandise, supplies, materials, garbage and refuse shall be made only through such entryways and elevators (if any) and at such times as UC LAW SF shall designate. In using any loading area on the UC Law SF campus, SFSU shall not obstruct or permit the obstruction of said loading area nor park or allow its officers, agents or employees to park vehicles therein except for loading and unloading.
8. SFSU shall deliver to UC LAW SF a list of the names and telephone numbers of SFSU's representatives to be contacted by UC LAW SF in an emergency. If UC LAW SF is unable to contact such representatives after reasonable efforts or the list is not current, UC LAW SF shall have no liability for and shall be held harmless by SFSU from any damage, injury, cost or expense, including attorneys' fees, which may result from UC LAW SF' entering the Premises in an emergency.
9. Except as otherwise expressly provided in this Agreement, SFSU shall not permit the use or operation of any coin-operated machines in or about the Premises, including, without limitation, vending machines, video games, pinball machines or pay telephones, without the prior written consent of UC LAW SF. SFSU shall not use or keep in the Premises or the UC LAW SF campus any kerosene, gasoline or flammable or combustible fluid or material or use any method of heating or ventilating other than that supplied by UC LAW SF. SFSU shall not use, keep or permit to be used or kept any foul or noxious gas or substance in the Premises; permit the Premises or UC LAW SF facilities to be occupied or used in a manner offensive or objectionable to UC LAW SF or other Academic Village partner institutions or tenants of the UC LAW SF campus by reason of noise, odors, and/or vibrations.
10. In the case of invasion, mob, riot, public excitement, epidemic, pandemic, or other circumstances rendering such action advisable in UC LAW SF' reasonable opinion, UC LAW SF reserves the right to prevent access to the UC LAW SF campus or portions thereof during the continuance of the same by such action as UC LAW SF may deem appropriate, including closing entrances to the UC LAW SF campus and/or the Premises.
11. SFSU shall ensure that the doors of the Premises are closed and securely locked upon SFSU's employees' departure from the Premises.
12. The toilet rooms, toilets, urinals, wash bowls and other restroom fixtures shall not be used for any purpose

other than that for which they were constructed. No foreign substance of any kind shall be placed in such fixtures, and the expense of any breakage, stoppage or damage resulting from the violation of this rule shall be borne by the SFSU who, or whose employees, students, or invitees, shall have caused it.

13. SFSU shall not use, in the Premises or the common areas of the UC LAW SF campus, any hand trucks except those equipped with rubber tires and side guards or such other material-handling equipment as UC LAW SF may approve. No other similar vehicles shall be brought by SFSU onto the UC LAW SF campus or kept in or about the Premises.
14. UC LAW SF' employees, agents or contractors shall not perform any work or do anything outside of their regular duties unless under special instructions from UC LAW SF.
15. UC LAW SF may waive any one or more of these Rules and Regulations for the benefit of any particular Academic Village partner institution(s) or tenant(s), but no such waiver shall be construed as a waiver of such Rules and Regulations in favor of any other Academic Village partner institution(s) or tenant(s), nor shall it prevent UC LAW SF from thereafter enforcing any such Rules and Regulations against any or all of the Academic Village partner institution(s) or tenant(s).
16. These Rules and Regulations are in addition to and shall not be construed to modify, alter or amend, in whole or in part, the covenants and conditions of the Agreement.
17. SFSU shall not permit its employees, students, agents or invitees to use or possess illicit drugs or to gamble in or about the Premises or the UC LAW SF campus.
18. Neither SFSU nor any of its employees, students, agents, or invitees may smoke in or around the Premises or the UC LAW SF campus.
19. SFSU, at its sole expense, shall remove or cause to be removed from the Premises and the UC LAW SF campus any decorations that Tenant may place in the Premises.
20. UC LAW SF reserves the right to modify or amend these Rules and Regulations and to make such other and reasonable rules and regulations that, in UC LAW SF' sole judgment, from time to time may be needed for the safety, care and operation of the UC LAW SF campus and/or the Premises and for the preservation of good order therein. Such modifications, amendments or other rules and regulations shall become effective immediately upon delivery of written notice.

**UNIVERSITY OF CALIFORNIA
COLLEGE OF THE LAW
SAN FRANCISCO
200 McAllister Street
San Francisco, California 94102**

**FACILITIES LICENSE AND USAGE AGREEMENT
Academic Year 2026-2029**

This License Agreement (“Agreement”) is entered into by and between the University of California College of the Law San Francisco (UC Law SF) and the Board of Trustees of the California State University, which is the State of California acting in its higher education capacity, on behalf of San Francisco State University (SFSU), one of twenty-three (23) universities in the California State University system. SFSU and UC Law SF each a “Party” and collectively, the “Parties”, effective as of July 1, 2026 (“Effective Date”).

UC Law SF and SFSU agree to the following facility use schedule based on the information provided to date. This document reflects the planned facility use for the SFSU 2026-27 summer and fall quarterly program sessions and the winter and spring quarter sessions. These facilities are reserved, however not guaranteed; comparable rooms in capacity and functionality will substitute in case a conflict prohibits use of preferred or reserved spaces. SFSU and UC Law SF will identify and reserve facility use for future academic years within the term of the contract as further outlined below.

1. **Period of Use and Charge for 2026-2027:** For the agreed fee of \$ [1]. UC Law SF grants to SFSU the right to use the UC Law SF facilities for the days, times and purposes as specified in **Attachment B**.

A summary of planned facility use and fee schedule is included as **Attachment A**; template of scheduled classrooms is included as **Attachment B**; current room rate list is included as **Attachment C**. The parties shall update Attachments A, B, and C as necessary on an annual basis each June during the Term (as defined below) to reflect planned facility use and fees, scheduled classrooms, and room rates for the upcoming academic year. Such updated attachments as agreed between the parties shall be incorporated into this Agreement by written amendment. The parties expect usage and availability to be substantially similar in each year of the Term, including any Renewal Term, however, specific rooms and schedules are subject to UC Law SF’s academic calendar and scheduling needs for each academic year. Significant changes in usage by SFSU, for example a change to the day of the week or an increase of total or individual class size beyond the cohort size of 2026-2027, requires coordination with UC Law SF Law, ideally 12 months in advance but no later than 6 months, in advance of the start of the UC Law SF Law academic term in which the change is requested.

A. Included Facility Provisions

- UC Law SF will provide customary building security, custodial services and basic instructional media support services at no additional charge (recording classes requires additional charge). Charges may be applied when facility use extends beyond approved schedule, scope, or standard operating hours.

- UC Law SF will grant SFSU students, faculty and staff engaged in the COB program access to all open areas of the UC Law SF campus buildings during normal operating hours, to include the library, library study rooms, student meeting rooms, common areas, student lounge areas, athletic/recreational facilities, outdoor patios, and all other amenities otherwise available to UC Law SF students.
- SFSU students are eligible for the same student parking rates as UC Law SF students for the campus parking garage, located at 376 Larkin Street.
- UC Law SF grants the continued use of the SFSU program office in 198 McAllister for the duration of this agreement. This use is covered by the terms of the Lease Agreement (as defined below).

2. **Limitation:** SFSU's use of UC Law SF facilities is limited only to the facilities and time periods described. If SFSU would like to use additional facilities or for additional time periods outside of those specifically enumerated in this Agreement, UC Law SF will provide for use on an as-available basis, subject to UC Law SF academic schedule and programming, pre-existing reservations, and public health requirements and guidelines, per the pricing available in Attachment C. UC Law SF will provide a separate invoice delineating the uses and the charges for payment by SFSU as described more fully below.

3. **Term:** The term of this Agreement (the "Term") shall be for sixty (60) months, commencing upon the Effective Date and ending sixty (60) months thereafter ("Expiration Date"). The Term of this Agreement may be extended past the Expiration Date for two (2) additional twenty-four (24) month terms (each, a "Renewal Term") by mutual written agreement of the Parties. In order to exercise this renewal option, SFSU shall provide UC LAW SF with written notice of its desire to renew this Agreement at least six (6) months prior to the then-current Expiration Date. SFSU understands and agrees that the fees set forth herein may be increased up to three (3) percent at each anniversary of the Effective Date, both during the original Term and in each Renewal Term. Notwithstanding the foregoing, UC Law SF may increase the room rate fees by up to five (5) percent at any one or more anniversaries of the Effective Date, both during the original Term and in each Renewal Term in the event of substantial market demand fluctuation, following reasonable consultation and discussions with SFSU.

4. **Termination:** This Agreement shall be co-terminus with that certain Academic Village Participation Lease Agreement by and between the parties commencing July 1, 2026 ("Lease Agreement") For the avoidance of doubt, this Agreement shall terminate under this paragraph only if the Lease Agreement is terminated in accordance with its terms.

UC Law SF shall have the right to terminate this Agreement upon written notice to SFSU if SFSU materially breaches any of the terms of this Agreement, and such breach is not cured within thirty (30) days of SFSU's receipt of written notice of such breach. If SFSU or UC Law SF terminates this Agreement, SFSU will be obligated to pay for any quarter that falls fully within the notification period and for pro-rata usage, according to the payment schedule in item 4 and usage schedule in Attachment B and price list in Attachment C, for any quarter that falls partially within the notification period. Pro-rata payments would be calculated as the percentage of usage of the expected dates prior to Agreement termination, multiplied by the payment amount for that quarter.

Sections 3, 4, 6, 7, 8, 10, 13, 14, 19, 21, 22, 23 and 25 shall survive termination or expiration of this Agreement.

5. **Replacement Facilities:** UC Law SF will make reasonable efforts to ensure that rooms preferred by, or reserved for, SFSU are provided for their use. However, facilities preferred by SFSU or reserved for their use are not guaranteed; comparable rooms in capacity and functionality will substitute in case a conflict prohibits use of preferred or reserved spaces. In the event of exigent or unforeseen circumstances beyond UC Law SF's control, UC Law SF may need SFSU to utilize virtual or remote learning if UC Law SF facilities are not available for use. SFSU will be entitled to a full refund of any prepaid fees for the duration of the required virtual or remote learning period.

6. **Release of Facilities:** Due to the need to schedule UC Law SF Law academic programming far in advance of the start of the academic program, reservation of UC Law SF Law facilities by SFSU forecloses the use of those facilities by UC Law SF Law for academic programming irrespective of whether SFSU actually uses those facilities. This is particularly true for classrooms, which are limited in capacity and have significant demand for use. At the same time, UC Law SF Law acknowledges the need for SFSU to have flexibility in changing reservations in response to evolving space needs. UC Law SF Law reserves the right to charge SFSU for all facility reservations, whether used or not, if such reservation is not cancelled 60 days prior to the start of the UC Law SF Law academic semester term in which the facility reservation falls in the case of a classroom (regardless of the type of use SFSU intended for that space), or 30 days in advance of the date of the event in the case of a non-classroom event space.¹ This requirement does not apply to use of conference rooms and meeting rooms any day of the week or classroom space reservations on Saturdays and Sundays, which may be cancelled 24 hours in advance with a full refund or credit without charge.

7. **Payment:** Payment for the instructional program is expected at the start of each session; an invoice will be sent upon the confirmation of each session set-up and start date. Payment is due within 30 days of receipt of invoice. See the below table and Attachment A for cost summary, Attachment B for current planned use schedule, and Attachment C for price list.

Session	Payment Due Date	Amount (actual or estimated)
Summer 2026-27	30 Days Upon Receipt	\$ []
Fall 2026-2027	30 Days Upon Receipt	\$ []
Winter 2026-2027	30 Days Upon Receipt	\$ []
Spring 2026-2027	30 Days Upon Receipt	\$ []
Additional Use / Credit	Invoiced monthly	n/a
SUBTOTAL		\$ []
12% Admin Fee	Added to quarterly billing	\$ []
Estimated TOTAL		\$ []

SFSU will provide payment for ala carte use of facilities not specifically enumerated in this agreement as billed on a separate invoice provided within thirty (30) days of the event. Payment is due within thirty (30) days of receipt of the invoice.

Payment shall be made by electronic transfer, check or money order made payable to UC Law SF College of the Law, and delivered to Special Events & Guests Services, 200 McAllister Street, San

¹ To define as specified in our space reservation policy. Should include ARC, Deb Colloquium Room, Quad, Skydeck, Skyroom, Future Auditorium at 198, etc.

Francisco, CA 94102-4978.

8. **Coordination:** The parties designate as Representative the individual identified below as the primary contact for purposes of coordination:

Jared Augustus
Special Events & Guests Services
UC Law SF College of the Law
200 McAllister St.
San Francisco, CA 94102
augustusjared@uclawsf.edu

Representatives agree to meet on a regular basis to review the services provided under the agreement and any unanticipated problems or issues.

9. **Compliance with UC Law SF Law Policies:** Use of the UC Law SF Law campus by SFSU employees, students, visitors, and agents is subject to UC Law SF Law policies including the space reservation policy, which governs use of UC Law SF Law facilities.
Liability Insurance and Indemnification: SFSU shall indemnify, defend and hold harmless UC Law SF, its officers, agents, partners, students, and employees, from and against any Claims (as defined below), arising out of or in any way connected with this Agreement including, without limitation, Claims for loss or damage to any property, or for death or injury to any person or persons but only in proportion to and to the extent that such Claims arise from the negligent or acts or omissions or willful misconduct of SFSU, its officers, agents, students or employees. SFSU is self-insured.

Licensee will maintain in force at all times during the term of this Agreement, Comprehensive General Liability insurance in the amount of \$1,000,000. Such insurance policies shall name UC Law San Francisco, its officers, employees, and the State of California as an additional insured and provide for notification to UC Law San Francisco thirty (30) days prior to termination or restrictive amendment. Licensee shall furnish a Certificate of Insurance to UC Law San Francisco as evidence of the required coverage. The parties acknowledge and agree that Licensee's insurance policies shall be primary and noncontributory to any policies of insurance maintained by UC Law San Francisco. The Certificate of Insurance must accompany the signed Agreement. All insurance required under this Agreement is to be provided by carriers with a Best rating of A-10 or better. Carriers must also be California admitted companies listed as such by the Insurance Commissioner for the State of California. Any third party vendor that Licensee engages for the Event must also maintain in force at all times during the term of this Agreement insurance with coverages in amounts appropriate to the risks and liabilities associated with its services, and consistent with the foregoing requirements. Licensee will provide UC Law San Francisco with Certificates of Insurance from such vendors upon request.

UC Law SF shall indemnify, defend, and hold harmless SFSU, its officers, agents and employees, from and against any claims, damages, costs, expenses, or liabilities (collectively "Claims") arising out of or in any way connected with this Agreement including, without limitation, Claims for loss or damage to any property, or for death or injury to any person or persons but only in proportion to and to the extent that such Claims arise from the negligent acts or omissions or willful misconduct of UC Law SF, its officers, agents, partners or employees.

Both UC Law SF and SFSU shall maintain, during the term of this Agreement and for at least

three (3) years thereafter, policies of insurance or self-insurance with coverages and limits appropriate to its obligations and liabilities hereunder. Each Party shall provide the other Party with evidence of such insurance upon request.

10. **Internet Access:** Facility rates shall include internet access to wireless (WiFi) and hard wire usage where available. Access to the internet is limited only to SFSU and their employees and students. Temporary network outages shall not reduce the payment due from SFSU to UC Law SF.
11. **Policy on Nondiscrimination:** Neither UC Law SF nor SFSU shall discriminate unlawfully on the basis of race, color, religion, national origin, ancestry, disability, age, sex or sexual orientation, gender, gender expression, gender identity, gender transition status, sex- or gender-stereotyping, pregnancy, physical or mental disability, medical condition (cancer-related or genetic characteristics), genetic information (including family medical history), ancestry, marital status, citizenship, or service in the uniformed services, including protected veterans. This policy is intended to be consistent with applicable state and federal laws.
12. **Condition of Premises:** At termination of each date of use, SFSU shall deliver the UC Law SF facilities used by SFSU according to this Agreement ("Premises") to UC Law SF in as good and clean condition and repair as it was prior to SFSU's use, subject to any reasonable wear and tear. SFSU shall be liable for any extra cleaning in excess of \$300.00 in total cost to UC Law SF (the average cost for after-event cleaning being approximately \$300.00). Any items left on the Premises by SFSU may automatically be removed by UC Law SF at SFSU's expense. SFSU is liable for any damage to Premises or personal property of UC Law SF or its concessionaires, students, or employees (whether it be damaged, stolen or missing) that is caused by SFSU (including guests, staff, students and subcontractors) during the term of this Agreement. Damages shall be itemized and a bill sent to SFSU within 10 working days of the event (or as soon as possible if exact costs cannot be determined within this time period), and payment shall be due within 30 days.
13. **Application of California Law; Venue:** This Agreement and the application or interpretation thereof shall be governed, construed and enforced exclusively by its terms and by the laws of the State of California, without regard to its conflict of laws provisions. Any controversy or claim arising out of or relating to this Agreement, or a breach thereof, shall be settled by final and binding arbitration in San Francisco, California, under the auspices of the American Arbitration Association, in accordance with the Commercial Arbitration Rules. Judgment upon any award rendered by the arbitrator may be entered in any court having jurisdiction. Any provisional remedy which would be available from a court of law, shall be available from the arbitrator to the parties of this Agreement pending arbitration. The arbitrator shall determine which is the prevailing party and shall award that party its costs and fees. Costs and fees mean all reasonable pre-award expenses of arbitration, including the arbitrator's fees, administrative fees, witness fees and attorneys' fees.
14. **Entire Agreement:** This document contains the complete and exclusive agreement between the parties regarding the subject matter hereof, and it is intended to be a final expression of their agreement. No promises, representation, warranty or covenant not included in this Agreement regarding its subject matter has been made or is relied upon by any party. Each party has relied upon its own counsel and/or other advisors. No modification or amendment of this Agreement shall

be in force or effect unless in writing executed by both parties hereto.

15. **Time of Essence:** Time is expressly declared to be of the essence in this Agreement.
16. **Miscellaneous:** All rights, powers and privileges conferred hereunder upon UC Law SF shall be cumulative in addition to those given by law. If any term or provision of this Agreement shall, to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable, such provision shall be modified to the extent necessary so that it is valid and enforceable and within the intent of the parties in drafting this Agreement and the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.
17. **Non-Assignment:** This Agreement is not assignable.
18. **Non-Responsibility:** SFSU recognizes that UC Law SF does not sponsor SFSU or its activities. SFSU agrees to inform those persons with whom it deals that SFSU assumes full responsibility for its activities and UC Law SF has no responsibility for the same.
19. **Publicity:** SFSU will include reference to the UC Law SF location in recruitment materials and, as a matter of course, in other publicity about the SFSU COB. UC Law SF may allow SFSU to post temporary signage near the entrance to the classrooms used by SFSU hereunder identifying the classroom as the location of the SFSU COB periodically during the Term. Any permitted signage will be mutually agreed by SFSU and UC Law SF, and will also include reference to the program "at UC Law SF" or similar designation upon the preference of UC Law SF.
20. **Tax:** In the event that this Agreement creates a possessory interest subject to property taxation, and SFSU is subject to property tax levied on such interest, SFSU alone shall pay such tax. SFSU shall pay prior to delinquency all taxes assessed against and levied upon trade fixtures, furnishings, equipment and all other personal property of SFSU contained on UC Law SF campus. SFSU shall cause any such trade fixtures, furnishings, equipment and all other personal property to be assessed and billed separately from the real property of UC Law SF.
21. **Notices:** All notices under this Agreement shall be effective only if made in writing and delivered by personal service, U.S. mail or FedEx as follows:

To UC Law SF:
UC Law SF College of the Law
Special Events & Guests Services
200 McAllister Street
San Francisco, CA 94102-4918
Attn: Chief Operating Officer Rhiannon Bailard
(415) 581-8858

To SFSU:

22. **Public Health:** The parties expressly agree that use of space on the UC Law SF campus as contemplated herein is contingent upon such use being permitted by the San Francisco Department of Public Health and other applicable local, state, or federal public health officials. UC Law SF shall not

be liable for breach of this Agreement or for any damages that SFSU may incur in the event that public health guidelines prevent SFSU from using the space at UC Law SF campus as contemplated herein. SFSU further acknowledges that it is responsible for complying with all public health guidelines in its use of any space at UC Law SF.

23. **Force Majeure:** If either Party is delayed or prevented from the performance of any act required hereunder by reason of acts of God, acts of war, riots, civil unrest, acts of terrorism, fire, earthquake, flood, unusually severe weather, strikes, lockouts, labor troubles, inability to procure materials, restrictive governmental laws, delays or regulations, delays caused by the other Party, pandemic or epidemic, or other cause without fault and beyond the control of the Party obligated (financial inability excepted) (a "Force Majeure Delay"), performance of such act shall be excused for the period of delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay; provided, however, nothing in this Section shall excuse SFSU from the prompt payment of any fees or charges due hereunder. A Party claiming a delay pursuant to this Section shall give notice of such delay to the other Party promptly after commencement of the event giving rise to the delay, together with a reasonable estimate of the time period of such delay. This Agreement may be suspended or cancelled, immediately upon notice at the option of UC Law SF, if UC Law SF's premises or equipment is destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event UC Law SF is unable to render service as a result of any action by any governmental authority.

24. **Accord and Satisfaction.** No payment by SFSU or receipt by UC Law SF of a lesser amount than the full amount of fees and charges invoiced and due hereunder, shall be deemed to be other than on account due under this Agreement. No endorsement or statement on any check or any letter accompanying any check or payment of fees or charges due hereunder shall be deemed an accord and satisfaction. UC Law SF may accept such check or payment without prejudice to UC Law SF's right to recover the balance of such fees or charges or pursue any other remedy available at law or in equity.

25. **Counterparts by Facsimile or Email.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

Dated: _____
UNIVERSITY OF CALIFORNIA
COLLEGE OF THE LAW
SAN FRANCISCO

Dated: _____
SAN FRANCISCO STATE UNIVERSITY

Signature: _____
David Seward, CFO

Signature: _____

Approved as to Form:

Dated: _____

Signature: _____
John DiPaolo
General Counsel

Attachment A: Summary

Cost Summary for SFSU Program Space Use Academic Year 2026-27

			TOTAL
A.	Summer: []		\$ []
B.	Fall: []		\$ []
C.	Winter: []		\$ []
D.	Spring: []		\$ []
	(2) Four Hour Reservation for Skydeck (333 Golden Gate Ave) For FY26/27		No Cost
		SUBTOTAL	\$ []
		Admin fee	12% \$ []
		TOTAL	\$ []

Attachment B: Facility Use Schedule

Attachment C: Rates

UC San Francisco COLLEGE OF THE LAW				
ROOM RENTAL FEES (as of 1.1.2025)				
SPECIAL FACILITIES				
Facility Name	Location	Max Cap	Half Day Rate	Full Day Rate
Auditorium	198 Academe (198 McAllister) Lower Level	150	\$2,500.00	\$4,000.00
Specter Courtroom	198 Academe (198 McAllister) Lower Level	94	\$1,300.00	\$2,200.00
Baxter Courtroom	198 Academe (198 McAllister) Lower Level	100	\$1,300.00	\$2,200.00
Alumni Reception Center (ARC) *	Kane Hall (200 McAllister) 2nd Flr.	72	\$1,300.00	\$2,200.00
Dining Commons *	Kane Hall (200 McAllister) 2nd Flr.	150	\$2,000.00	\$3,000.00
Colloquium Room (Room 501) *	(333 Golden Gate) 5th Flr.	55	\$1,300.00	\$2,200.00
Quad	333 Golden Gate	250	\$2,000.00	\$3,000.00
Roof Garden (Sky Deck)*	(333 Golden Gate) 5th Flr.	150	\$1,622.87	\$2,163.82
CLASSROOMS				
Facility	Location	Max Cap	Half Day Rate	Full Day Rate
Classroom 213	198 Academe (198 McAllister) 2nd Flr.	100	\$865.00	\$1,350.00
Classroom 122	Mary Kay Kane Hall (200 McAllister) 1st Flr.	92	\$865.00	\$1,350.00
Classroom 123	Mary Kay Kane Hall (200 McAllister) 1st Flr.	92	\$865.00	\$1,350.00
Classroom 605	Mary Kay Kane Hall (200 McAllister) 6th Flr.	72	\$865.00	\$1,350.00
Classroom 630	Mary Kay Kane Hall (200 McAllister) 6th Flr.	58	\$865.00	\$1,350.00
Classroom 640/Rusty Dobbs	Mary Kay Kane Hall (200 McAllister) 6th Flr.	38	\$865.00	\$1,350.00
Classroom LL01*	(333 Golden Gate) Lower Level	80	\$865.00	\$1,350.00
Classroom LL02*	(333 Golden Gate) Lower Level	80	\$865.00	\$1,350.00
Classroom 101	(333 Golden Gate) 1st Flr.	110	\$865.00	\$1,350.00
Classroom 201	(333 Golden Gate) 2nd Flr.	82	\$865.00	\$1,350.00
Classroom 202	(333 Golden Gate) 2nd Flr.	82	\$865.00	\$1,350.00
Small Classroom 204	(333 Golden Gate) 2nd Flr.	32	\$865.00	\$1,350.00
SEMINAR ROOMS				
Facility	Location	Max Cap	Half Day Rate	Full Day Rate
Conference Room 206	(198 McAllister) 2nd Flr.	15	\$650.00	\$865.00
Seminar Room 619	Mary Kay Kane Hall (200 McAllister) 6th Flr.	18	\$650.00	\$865.00
Seminar Room 620	Mary Kay Kane Hall (200 McAllister) 6th Flr.	18	\$650.00	\$865.00
Seminar Room LL03	(333 Golden Gate) Lower Level	24	\$650.00	\$865.00
Seminar Room LL04	(333 Golden Gate) Lower Level	24	\$650.00	\$865.00
Small Classroom 203	(333 Golden Gate) 2nd Flr.	22	\$650.00	\$865.00
Seminar Room 308	(333 Golden Gate) 3rd Flr.	16	\$650.00	\$865.00
Seminar Room 309	(333 Golden Gate) 3rd Flr.	24	\$650.00	\$865.00
Seminar Room 315	(333 Golden Gate) 3rd Flr.	16	\$650.00	\$865.00
Seminar Room 403	(333 Golden Gate) 4th Flr.	24	\$650.00	\$865.00
Seminar Room 404	(333 Golden Gate) 4th Flr.	24	\$650.00	\$865.00
Seminar Room 405	(333 Golden Gate) 4th Flr.	16	\$650.00	\$865.00
Seminar Room 307B	(333 Golden Gate) 2nd Flr.	18	\$650.00	\$865.00
Seminar Room 312	(333 Golden Gate) 2nd Flr.	23	\$650.00	\$865.00
Seminar Room 314	(333 Golden Gate) 2nd Flr.	23	\$650.00	\$865.00
CONFERENCE ROOMS				
Facility	Location	Max Cap	Half Day Rate	Full Day Rate
Conference Room 205	(198 McAllister) 2nd Flr.	7	\$450.00	\$650.00
Conference Room 207	(198 McAllister) 2nd Flr.	7	\$450.00	\$650.00
Conference Room 209	(198 McAllister) 2nd Flr.	7	\$450.00	\$650.00
Conference Room 103	(333 Golden Gate) 1st Flr.	8	\$450.00	\$650.00
Conference Room 104	(333 Golden Gate) 1st Flr.	8	\$450.00	\$650.00
Conference Room 105	(333 Golden Gate) 1st Flr.	8	\$450.00	\$650.00
Conference Room 205	(333 Golden Gate) 2nd Flr.	8	\$450.00	\$650.00
Conference Room 206	(333 Golden Gate) 2nd Flr.	8	\$450.00	\$650.00
Conference Room 209	(333 Golden Gate) 2nd Flr.	8	\$450.00	\$650.00
Conference Room 304	(333 Golden Gate) 3rd Flr.	8	\$450.00	\$650.00
Conference Room 305	(333 Golden Gate) 3rd Flr.	2	\$450.00	\$650.00
Conference Room 306	(333 Golden Gate) 3rd Flr.	8	\$450.00	\$650.00
Conference Room 307	(333 Golden Gate) 3rd Flr.	8	\$450.00	\$650.00
Conference Room 311	(333 Golden Gate) 3rd Flr.	8	\$450.00	\$650.00
Conference Room 319	(333 Golden Gate) 3rd Flr.	8	\$450.00	\$650.00
Conference Room 406	(333 Golden Gate) 4th Flr.	8	\$450.00	\$650.00
Conference Room 407	(333 Golden Gate) 4th Flr.	8	\$450.00	\$650.00

ACTION ITEM

1. **REPORT BY:** Chief Operating Officer Rhiannon Bailard
Chief Financial Officer David Seward
2. **SUBJECT:** Golden Gate University – Short-Term Office Lease &
Shared Facilities License Agreements
3. **RECOMMENDATION:**

That the Finance Committee recommends that the Board of Directors authorizes UC Law San Francisco (“UC Law SF”) to enter into a lease and shared facilities license agreement with Golden Gate University (“GGU”) for three offices on campus and a facilities license and usage agreement for shared classroom and event space for periodic on-site programming.

4. **BACKGROUND:**

Golden Gate University is closing their downtown campus and transitioning to a largely online model serving mostly international students. They will require their students to meet periodically in person, approximately six times per year, and are looking for a campus location for these periodic uses. And, they are seeking offices in San Francisco for three executives in the near-term. Of note, they are potentially interested in a further long-term use of the campus at the Tower for dedicated classrooms and an office suite and the College is undertaking a test fit to determine that future possibility. Additionally, the College is aware that GGU is undertaking similar discussions with SF State regarding use of their main campus.

Here, UC Law SF has proposed leasing GGU three offices, with locations to be determined in coordination with College leadership and pursuant to space availability, and to utilize shared classroom space approximately six (6) times per year for in-person academic programming. The proposed arrangement is governed by two coordinated agreements:

1. A lease agreement for dedicated office space; and
2. A shared facilities license agreement for access to additional classrooms and event spaces.

Under the proposed lease, UC Law will provide GGU approximately 390 rentable square feet comprised of three offices at a rental rate of \$60 per square foot, with a 12% administrative fee, generating a total initial annual rental payment of \$26,208. The lease term is three years (36 months) with two one year (12 month) renewal options and includes a 3% rent escalation during the initial term and any renewal periods.

Under the proposed shared facilities license agreement, GGU will utilize shared classrooms and event spaces pursuant to pricing included in the shared facilities license

agreement. Shared classroom uses are contingent upon the needs of GGU and space availability but are estimated to occupy approximately 8 – 10 classrooms for three days at a time, 6 times per year, for a four year (48 month) term, with 5% escalation annually. While exact needs are unknown, the initial assessment of revenue potentially generated from shared classroom for GGU is approximately \$300,000 annually.

Of note, the agreements provide for GGU students, faculty, and staff access to UC Law SF campus amenities. And, they also include a non-binding intent for the parties to engage in future discussions regarding potential dedicated space for GGU within the 100 McAllister Tower project, subject to availability, approvals, financial terms, and mutual agreement.

Finally, the proposed agreements advance UC Law SF's Academic Village by generating stable auxiliary revenue and supporting activation of the campus and surrounding community.

5. PROPOSED RESOLUTION:

Resolved, that the Finance Committee recommends that the Board of Directors authorizes UC Law San Francisco to enter into lease and shared facilities license agreements with Golden Gate University.

Attachments:

- Lease Agreement – Golden Gate University and UC Law San Francisco
- Facilities License Agreement - Golden Gate University and UC Law San Francisco

**UNIVERSITY OF CALIFORNIA
COLLEGE OF THE LAW
SAN FRANCISCO
200 McAllister Street
San Francisco, California 94102**

**FACILITIES LICENSE AND USAGE AGREEMENT
Academic Year 2026-2030**

This License Agreement (“Agreement”) is entered into by and between the University of California College of the Law San Francisco (UC Law SF) and the Golden Gate University (GGU), each a “Party” and collectively, the “Parties”, effective as of August 1, 2026 (“Effective Date”).

UC Law SF and GGU agree to the following facility use schedule based on the information provided to date. This document reflects the planned facility use for the GGU 2026-27 summer and fall quarterly program sessions and the winter and spring quarter sessions. These facilities are reserved, however not guaranteed; comparable rooms in capacity and functionality will substitute in case a conflict prohibits use of preferred or reserved spaces. GGU and UC Law SF will identify and reserve facility use for future academic years within the term of the contract as further outlined below.

1. **Period of Use and Charge for 2026-2027:** For the agreed fee of \$ []. UC Law SF grants to GGU the right to use the UC Law SF facilities for the days, times and purposes as specified in **Attachment B**.

A summary of planned facility use and fee schedule is included as **Attachment A**; template of scheduled classrooms is included as **Attachment B**; current room rate list is included as **Attachment C**. The parties shall update Attachments A, B, and C as necessary on an annual basis each June during the Term (as defined below) to reflect planned facility use and fees, scheduled classrooms, and room rates for the upcoming academic year. Such updated attachments as agreed between the parties shall be incorporated into this Agreement by written amendment. The parties expect usage and availability to be substantially similar in each year of the Term, including any Renewal Term, however, specific rooms and schedules are subject to UC Law SF’s academic calendar and scheduling needs for each academic year. Significant changes in usage by GGU, for example a change to the day of the week or an increase of total or individual class size beyond the cohort size of 2026-2027, requires coordination with UC Law SF Law, ideally 12 months in advance but no later than 6 months, in advance of the start of the UC Law SF Law academic term in which the change is requested.

A. Included Facility Provisions

- UC Law SF will provide customary building security, custodial services and basic instructional media support services at no additional charge (recording classes requires additional charge). Charges may be applied when facility use extends beyond approved schedule, scope, or standard operating hours.
- UC Law SF will grant GGU students, faculty and staff engaged in the COB program access to all open areas of the UC Law SF campus buildings during normal operating hours, to include the library, library study rooms, student meeting rooms, common areas, student

lounge areas, athletic/recreational facilities, outdoor patios, and all other amenities otherwise available to UC Law SF students.

- GGU students are eligible for the same student parking rates as UC Law SF students for the campus parking garage, located at 376 Larkin Street.

2. **Limitation:** GGU's exclusive use of UC Law SF facilities is limited only to the facilities and time periods described. If GGU would like to exclusively use additional facilities or for additional time periods outside of those specifically enumerated in this Agreement, UC Law SF will provide for use on an as-available basis, subject to UC Law SF academic schedule and programming, pre-existing reservations, and public health requirements and guidelines, per the pricing available in Attachment C. UC Law SF will provide a separate invoice delineating the uses and the charges for payment by GGU as described more fully below.
3. **Term:** The term of this Agreement (the "Term") shall be for forty-eight (48) months, commencing upon the Effective Date and ending forty-eight (48) months thereafter ("Expiration Date"). The Term of this Agreement may be extended past the Expiration Date for two (2) additional twelve (12) month terms (each, a "Renewal Term") by mutual written agreement of the Parties. In order to exercise this renewal option, GGU shall provide UC LAW SF with written notice of its desire to renew this Agreement at least six (6) months prior to the then-current Expiration Date. GGU understands and agrees that the fees set forth herein may be increased up to three (3) percent at each anniversary of the Effective Date, both during the original Term and in each Renewal Term. Notwithstanding the foregoing, UC Law SF may increase the room rate fees by up to five (5) percent at any one or more anniversaries of the Effective Date, both during the original Term and in each Renewal Term in the event of substantial market demand fluctuation, following reasonable consultation and discussions with GGU.
4. **Termination:** This Agreement shall be co-terminus with that certain Academic Village Participation Lease Agreement by and between the parties dated July 25, 2026 ("Lease Agreement") For the avoidance of doubt, this Agreement shall terminate under this paragraph only if the Lease Agreement is terminated in accordance with its terms.

UC Law SF shall have the right to terminate this Agreement upon written notice to GGU if GGU materially breaches any of the terms of this Agreement, and such breach is not cured within thirty (30) days of GGU's receipt of written notice of such breach. If GGU or UC Law SF terminates this Agreement, GGU will be obligated to pay for any quarter that falls fully within the notification period and for pro-rata usage, according to the payment schedule in item 4 and usage schedule in Attachment B and price list in Attachment C, for any quarter that falls partially within the notification period. Pro-rata payments would be calculated as the percentage of usage of the expected dates prior to Agreement termination, multiplied by the payment amount for that quarter.

Sections 3, 4, 6, 7, 8, 10, 13, 14, 19, 21, 22, 23 and 25 shall survive termination or expiration of this Agreement.

5. **Replacement Facilities:** UC Law SF will make reasonable efforts to ensure that rooms preferred by, or reserved for, GGU are provided for their use. However, facilities preferred by GGU or reserved for their use are not guaranteed; comparable rooms in capacity and functionality will substitute in case a conflict prohibits use of preferred or reserved spaces. In the event of exigent or unforeseen circumstances beyond UC Law SF's control, UC Law SF may need GGU to utilize

virtual or remote learning if UC Law SF facilities are not available for use. GGU will be entitled to a full refund of any prepaid fees for the duration of the required virtual or remote learning period.

6. **Release of Facilities:** Due to the need to schedule UC Law SF Law academic programming far in advance of the start of the academic program, reservation of UC Law SF Law facilities by GGU forecloses the use of those facilities by UC Law SF Law for academic programming irrespective of whether GGU actually uses those facilities. This is particularly true for classrooms, which are limited in capacity and have significant demand for use. At the same time, UC Law SF Law acknowledges the need for GGU to have flexibility in changing reservations in response to evolving space needs. UC Law SF Law reserves the right to charge GGU for all facility reservations, whether used or not, if such reservation is not cancelled 60 days prior to the start of the UC Law SF Law academic semester term in which the facility reservation falls in the case of a classroom (regardless of the type of use GGU intended for that space), or 30 days in advance of the date of the event in the case of a non-classroom event space.¹ This requirement does not apply to use of conference rooms and meeting rooms any day of the week or classroom space reservations on Saturdays and Sundays, which may be cancelled 24 hours in advance with a full refund or credit without charge.

7. **Payment:** Payment for the instructional program is expected at the start of each session; an invoice will be sent upon the confirmation of each session set-up and start date. Payment is due within 30 days of receipt of invoice. See the below table and Attachment A for cost summary, Attachment B for current planned use schedule, and Attachment C for price list.

Session	Payment Due Date	Amount (actual or estimated)
Summer 2026-27	30 Days Upon Receipt	\$ []
Fall 2026-2027	30 Days Upon Receipt	\$ []
Winter 2026-2027	30 Days Upon Receipt	\$ []
Spring 2026-2027	30 Days Upon Receipt	\$ []
Additional Use / Credit	Invoiced monthly	n/a
SUBTOTAL		\$ []
12% Admin Fee	Added to quarterly billing	\$ []
Estimated TOTAL		\$ []

GGU will provide payment for ala carte use of facilities not specifically enumerated in this agreement as billed on a separate invoice provided within thirty (30) days of the event. Payment is due within thirty (30) days of receipt of the invoice.

Payment shall be made by electronic transfer, check or money order made payable to UC Law SF College of the Law, and delivered to Special Events & Guests Services, 200 McAllister Street, San Francisco, CA 94102-4978.

¹ To define as specified in our space reservation policy. Should include ARC, Deb Colloquium Room, Quad, Skydeck, Skyroom, Future Auditorium at 198, etc.

8. Coordination: The parties designate as Representative the individual identified below as the primary contact for purposes of coordination:

Jared Augustus
Special Events & Guests Services
UC Law SF College of the Law
200 McAllister St.
San Francisco, CA 94102
augustusjared@uclawsf.edu

Representatives agree to meet on a regular basis to review the services provided under the agreement and any unanticipated problems or issues.

9. **Compliance with UC Law SF Law Policies:** Use of the UC Law SF Law campus by GGU employees, students, visitors, and agents is subject to UC Law SF Law policies including the space reservation policy, which governs use of UC Law SF Law facilities.
10. **Liability Insurance and Indemnification:** GGU shall indemnify, defend and hold harmless UC Law SF, its officers, agents, partners, students, and employees, from and against any Claims (as defined below), arising out of or in any way connected with this Agreement including, without limitation, Claims for loss or damage to any property, or for death or injury to any person or persons but only in proportion to and to the extent that such Claims arise from the negligent or acts or omissions or willful misconduct of GGU, its officers, agents, students or employees. GGU is self-insured.

Licensee will maintain in force at all times during the term of this Agreement, Comprehensive General Liability insurance in the amount of \$1,000,000. Such insurance policies shall name UC Law San Francisco, its officers, employees, and the State of California as an additional insured and provide for notification to UC Law San Francisco thirty (30) days prior to termination or restrictive amendment. Licensee shall furnish a Certificate of Insurance to UC Law San Francisco as evidence of the required coverage. The parties acknowledge and agree that Licensee's insurance policies shall be primary and noncontributory to any policies of insurance maintained by UC Law San Francisco. The Certificate of Insurance must accompany the signed Agreement. All insurance required under this Agreement is to be provided by carriers with a Best rating of A-10 or better. Carriers must also be California admitted companies listed as such by the Insurance Commissioner for the State of California. Any third party vendor that Licensee engages for the Event must also maintain in force at all times during the term of this Agreement insurance with coverages in amounts appropriate to the risks and liabilities associated with its services, and consistent with the foregoing requirements. Licensee will provide UC Law San Francisco with Certificates of Insurance from such vendors upon request.

UC Law SF shall indemnify, defend, and hold harmless GGU, its officers, agents and employees, from and against any claims, damages, costs, expenses, or liabilities (collectively "Claims") arising out of or in any way connected with this Agreement including, without limitation, Claims for loss or damage to any property, or for death or injury to any person or persons but only in proportion to and to the extent that such Claims arise from the negligent acts or omissions or willful misconduct of UC Law SF, its officers, agents, partners or employees.

Both UC Law SF and GGU shall maintain, during the term of this Agreement and for at least Four (4) years thereafter, policies of insurance or self-insurance with coverages and limits appropriate

to its obligations and liabilities hereunder. Each Party shall provide the other Party with evidence of such insurance upon request.

11. **Internet Access:** Facility rates shall include internet access to wireless (WiFi) and hard wire usage where available. Access to the internet is limited only to GGU and their employees and students. Temporary network outages shall not reduce the payment due from GGU to UC Law SF.
12. **Policy on Nondiscrimination:** Neither UC Law SF nor GGU shall discriminate unlawfully on the basis of race, color, religion, national origin, ancestry, disability, age, sex or sexual orientation, gender, gender expression, gender identity, gender transition status, sex- or gender-stereotyping, pregnancy, physical or mental disability, medical condition (cancer-related or genetic characteristics), genetic information (including family medical history), ancestry, marital status, citizenship, or service in the uniformed services, including protected veterans. This policy is intended to be consistent with applicable state and federal laws.
13. **Condition of Premises:** At termination of each date of use, GGU shall deliver the UC Law SF' facilities used by GGU according to this Agreement ("Premises") to UC Law SF in as good and clean condition and repair as it was prior to GGU's use, subject to any reasonable wear and tear. GGU shall be liable for any extra cleaning in excess of \$300.00 in total cost to UC Law SF (the average cost for after-event cleaning being approximately \$300.00). Any items left on the Premises by GGU may automatically be removed by UC Law SF at GGU's expense. GGU is liable for any damage to Premises or personal property of UC Law SF or its concessionaires, students, or employees (whether it be damaged, stolen or missing) that is caused by GGU (including guests, staff, students and subcontractors) during the term of this Agreement. Damages shall be itemized and a bill sent to GGU within 10 working days of the event (or as soon as possible if exact costs cannot be determined within this time period), and payment shall be due within 30 days.
14. **Application of California Law; Venue:** This Agreement and the application or interpretation thereof shall be governed, construed and enforced exclusively by its terms and by the laws of the State of California, without regard to its conflict of laws provisions. Any controversy or claim arising out of or relating to this Agreement, or a breach thereof, shall be settled by final and binding arbitration in San Francisco, California, under the auspices of the American Arbitration Association, in accordance with the Commercial Arbitration Rules. Judgment upon any award rendered by the arbitrator may be entered in any court having jurisdiction. Any provisional remedy which would be available from a court of law, shall be available from the arbitrator to the parties of this Agreement pending arbitration. The arbitrator shall determine which is the prevailing party and shall award that party its costs and fees. Costs and fees mean all reasonable pre-award expenses of arbitration, including the arbitrator's fees, administrative fees, witness fees and attorneys' fees.
15. **Entire Agreement:** This document contains the complete and exclusive agreement between the parties regarding the subject matter hereof, and it is intended to be a final expression of their agreement. No promises, representation, warranty or covenant not included in this Agreement regarding its subject matter has been made or is relied upon by any party. Each party has relied upon its own counsel and/or other advisors. No modification or amendment of this Agreement shall be in force or effect unless in writing executed by both parties hereto.

16. **Time of Essence:** Time is expressly declared to be of the essence in this Agreement.
17. **Miscellaneous:** All rights, powers and privileges conferred hereunder upon UC Law SF shall be cumulative in addition to those given by law. If any term or provision of this Agreement shall, to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable, such provision shall be modified to the extent necessary so that it is valid and enforceable and within the intent of the parties in drafting this Agreement and the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.
18. **Non-Assignment:** This Agreement is not assignable.
19. **Non-Responsibility:** GGU recognizes that UC Law SF does not sponsor GGU or its activities. GGU agrees to inform those persons with whom it deals that GGU assumes full responsibility for its activities and UC Law SF has no responsibility for the same.
20. **Publicity:** GGU will include reference to the UC Law SF location in recruitment materials and, as a matter of course, in other publicity about the GGU. UC Law SF may allow GGU to post temporary signage near the entrance to the classrooms used by GGU hereunder identifying the classroom as the location of the GGU periodically during the Term. Any permitted signage will be mutually agreed by GGU and UC Law SF, and will also include reference to the program "at UC Law SF" or similar designation upon the preference of UC Law SF.
21. **Tax:** In the event that this Agreement creates a possessory interest subject to property taxation, and GGU is subject to property tax levied on such interest, GGU alone shall pay such tax. GGU shall pay prior to delinquency all taxes assessed against and levied upon trade fixtures, furnishings, equipment and all other personal property of GGU contained on UC Law SF campus. GGU shall cause any such trade fixtures, furnishings, equipment and all other personal property to be assessed and billed separately from the real property of UC Law SF.
22. **Notices:** All notices under this Agreement shall be effective only if made in writing and delivered by personal service, U.S. mail or FedEx as follows:

To UC Law SF:

UC Law SF College of the Law
Special Events & Guests Services
200 McAllister Street
San Francisco, CA 94102-4918
Attn: Chief Operating Officer Rhiannon Bailard
(415) 581-8858

To GGU:

23. **Public Health:** The parties expressly agree that use of space on the UC Law SF campus as contemplated herein is contingent upon such use being permitted by the San Francisco Department of Public Health and other applicable local, state, or federal public health officials. UC Law SF shall not be liable for breach of this Agreement or for any damages that GGU may incur in the event that public health guidelines prevent GGU from using the space at UC Law SF campus as contemplated herein.

GGU further acknowledges that it is responsible for complying with all public health guidelines in its use of any space at UC Law SF.

24. Force Majeure: If either Party is delayed or prevented from the performance of any act required hereunder by reason of acts of God, acts of war, riots, civil unrest, acts of terrorism, fire, earthquake, flood, unusually severe weather, strikes, lockouts, labor troubles, inability to procure materials, restrictive governmental laws, delays or regulations, delays caused by the other Party, pandemic or epidemic, or other cause without fault and beyond the control of the Party obligated (financial inability excepted) (a "Force Majeure Delay"), performance of such act shall be excused for the period of delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay; provided, however, nothing in this Section shall excuse GGU from the prompt payment of any fees or charges due hereunder. A Party claiming a delay pursuant to this Section shall give notice of such delay to the other Party promptly after commencement of the event giving rise to the delay, together with a reasonable estimate of the time period of such delay. This Agreement may be suspended or cancelled, immediately upon notice at the option of UC Law SF, if UC Law SF's premises or equipment is destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event UC Law SF is unable to render service as a result of any action by any governmental authority.

25. Accord and Satisfaction. No payment by GGU or receipt by UC Law SF of a lesser amount than the full amount of fees and charges invoiced and due hereunder, shall be deemed to be other than on account due under this Agreement. No endorsement or statement on any check or any letter accompanying any check or payment of fees or charges due hereunder shall be deemed an accord and satisfaction. UC Law SF may accept such check or payment without prejudice to UC Law SF's right to recover the balance of such fees or charges or pursue any other remedy available at law or in equity.

26. Counterparts by Facsimile or Email. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

27. Non-Binding Notice of Intent Regarding Future Dedicated Space at 100 McAllister Street. The parties acknowledge that, subject to UC Law SF's development, completion, and occupancy of the 100 McAllister Street project (the "Tower Project"), this Agreement shall serve as a non-binding notice of the Parties' mutual intent to engage in good-faith discussions regarding the potential future licensing or leasing by GGU of dedicated space within the 100 McAllister Tower for use as an office suite and potential classroom space.

The Parties acknowledge that the earliest date such dedicated space could reasonably be made available would be Fall/Winter 2027, trailing the anticipated opening of the Tower Project due to needed programming, design, approvals, and construction outside of the current scope of the Tower Project; however, the Parties further acknowledge that, a more likely availability timeline given the constraints mentioned above, would be Fall 2028.

Any future agreement for dedicated space at 100 McAllister shall be subject to (i) mutual written

agreement of the parties, (ii) availability of space, (iii) agreement on scope, term, financial terms, and operating responsibilities, and (iv) all applicable approvals. Nothing in this section shall obligate either party to enter into any future agreement, nor shall it be construed to imply any reservation of space, guarantee of availability, or commitment as to rental rates, term length, or material terms.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

Dated: _____
 UNIVERSITY OF CALIFORNIA
 COLLEGE OF THE LAW
 SAN FRANCISCO

Dated: _____
 GOLDEN GATE UNIVERSITY

Signature: _____
 David Seward, CFO

Signature: _____

Approved as to Form:

Dated: _____

Signature: _____
 John DiPaolo
 General Counsel

Attachment A: Summary

Cost Summary for GGU Program Space Use Academic Year 2026-27

		TOTAL
A.	Summer: []	\$ []
B.	Fall: []	\$ []
C.	Winter: []	\$ []
D.	Spring: []	\$ []

(2) Four Hour Reservation for Skydeck (333 Golden Gate Ave) For FY26/27		No Cost
SUBTOTAL		\$ []
Admin fee	12%	\$ []
TOTAL		\$ []

Attachment B: Facility Use Schedule

Attachment C: Rates

UC San Francisco COLLEGE OF THE LAW				
ROOM RENTAL FEES (as of 1.1.2025)				
SPECIAL FACILITIES				
Facility Name	Location	Max Cap	Half Day Rate	Full Day Rate
Auditorium	198 Academe (198 McAllister) Lower Level	150	\$2,500.00	\$4,000.00
Specter Courtroom	198 Academe (198 McAllister) Lower Level	94	\$1,300.00	\$2,200.00
Baxter Courtroom	198 Academe (198 McAllister) Lower Level	100	\$1,300.00	\$2,200.00
Alumni Reception Center (ARC) *	Kane Hall (200 McAllister) 2nd Flr.	72	\$1,300.00	\$2,200.00
Dining Commons *	Kane Hall (200 McAllister) 2nd Flr.	150	\$2,000.00	\$3,000.00
Colloquium Room (Room 501) *	(333 Golden Gate) 5th Flr.	55	\$1,300.00	\$2,200.00
Quad	333 Golden Gate	250	\$2,000.00	\$3,000.00
Roof Garden (Sky Deck)*	(333 Golden Gate) 5th Flr.	150	\$1,622.87	\$2,163.82
CLASSROOMS				
Facility	Location	Max Cap	Half Day Rate	Full Day Rate
Classroom 213	198 Academe (198 McAllister) 2nd Flr.	100	\$865.00	\$1,350.00
Classroom 122	Mary Kay Kane Hall (200 McAllister) 1st Flr.	92	\$865.00	\$1,350.00
Classroom 123	Mary Kay Kane Hall (200 McAllister) 1st Flr.	92	\$865.00	\$1,350.00
Classroom 605	Mary Kay Kane Hall (200 McAllister) 6th Flr.	72	\$865.00	\$1,350.00
Classroom 630	Mary Kay Kane Hall (200 McAllister) 6th Flr.	58	\$865.00	\$1,350.00
Classroom 640/Rusty Dobbs	Mary Kay Kane Hall (200 McAllister) 6th Flr.	38	\$865.00	\$1,350.00
Classroom LL01*	(333 Golden Gate) Lower Level	80	\$865.00	\$1,350.00
Classroom LL02*	(333 Golden Gate) Lower Level	80	\$865.00	\$1,350.00
Classroom 101	(333 Golden Gate) 1st Flr.	110	\$865.00	\$1,350.00
Classroom 201	(333 Golden Gate) 2nd Flr.	82	\$865.00	\$1,350.00
Classroom 202	(333 Golden Gate) 2nd Flr.	82	\$865.00	\$1,350.00
Small Classroom 204	(333 Golden Gate) 2nd Flr.	32	\$865.00	\$1,350.00
SEMINAR ROOMS				
Facility	Location	Max Cap	Half Day Rate	Full Day Rate
Conference Room 206	(198 McAllister) 2nd Flr.	15	\$650.00	\$865.00
Seminar Room 619	Mary Kay Kane Hall (200 McAllister) 6th Flr.	18	\$650.00	\$865.00
Seminar Room 620	Mary Kay Kane Hall (200 McAllister) 6th Flr.	18	\$650.00	\$865.00
Seminar Room LL03	(333 Golden Gate) Lower Level	24	\$650.00	\$865.00
Seminar Room LL04	(333 Golden Gate) Lower Level	24	\$650.00	\$865.00
Small Classroom 203	(333 Golden Gate) 2nd Flr.	22	\$650.00	\$865.00
Seminar Room 308	(333 Golden Gate) 3rd Flr.	16	\$650.00	\$865.00
Seminar Room 309	(333 Golden Gate) 3rd Flr.	24	\$650.00	\$865.00
Seminar Room 315	(333 Golden Gate) 3rd Flr.	16	\$650.00	\$865.00
Seminar Room 403	(333 Golden Gate) 4th Flr.	24	\$650.00	\$865.00
Seminar Room 404	(333 Golden Gate) 4th Flr.	24	\$650.00	\$865.00
Seminar Room 405	(333 Golden Gate) 4th Flr.	16	\$650.00	\$865.00
Seminar Room 307B	(333 Golden Gate) 2nd Flr.	18	\$650.00	\$865.00
Seminar Room 312	(333 Golden Gate) 2nd Flr.	23	\$650.00	\$865.00
Seminar Room 314	(333 Golden Gate) 2nd Flr.	23	\$650.00	\$865.00
CONFERENCE ROOMS				
Facility	Location	Max Cap	Half Day Rate	Full Day Rate
Conference Room 205	(198 McAllister) 2nd Flr.	7	\$450.00	\$650.00
Conference Room 207	(198 McAllister) 2nd Flr.	7	\$450.00	\$650.00
Conference Room 209	(198 McAllister) 2nd Flr.	7	\$450.00	\$650.00
Conference Room 103	(333 Golden Gate) 1st Flr.	8	\$450.00	\$650.00
Conference Room 104	(333 Golden Gate) 1st Flr.	8	\$450.00	\$650.00
Conference Room 105	(333 Golden Gate) 1st Flr.	8	\$450.00	\$650.00
Conference Room 205	(333 Golden Gate) 2nd Flr.	8	\$450.00	\$650.00
Conference Room 206	(333 Golden Gate) 2nd Flr.	8	\$450.00	\$650.00
Conference Room 209	(333 Golden Gate) 2nd Flr.	8	\$450.00	\$650.00
Conference Room 304	(333 Golden Gate) 3rd Flr.	8	\$450.00	\$650.00
Conference Room 305	(333 Golden Gate) 3rd Flr.	2	\$450.00	\$650.00
Conference Room 306	(333 Golden Gate) 3rd Flr.	8	\$450.00	\$650.00
Conference Room 307	(333 Golden Gate) 3rd Flr.	8	\$450.00	\$650.00
Conference Room 311	(333 Golden Gate) 3rd Flr.	8	\$450.00	\$650.00
Conference Room 319	(333 Golden Gate) 3rd Flr.	8	\$450.00	\$650.00
Conference Room 406	(333 Golden Gate) 4th Flr.	8	\$450.00	\$650.00
Conference Room 407	(333 Golden Gate) 4th Flr.	8	\$450.00	\$650.00

**UNIVERSITY OF CALIFORNIA
COLLEGE OF THE LAW SAN FRANCISCO (“UC Law SF”)
200 McAllister Street
San Francisco, California 94102
ACADEMIC VILLAGE PARTICIPATION LEASE AGREEMENT
Academic Years 2026-2028**

This Academic Village Participation Lease Agreement (“Agreement”) is entered into by and between the University of California, UC Law SF College of the Law (“UC LAW SF”) and Golden Gate University (“GGU”), GGU and UC LAW SF each a “Party”, and collectively, the “Parties”, effective as of July 1, 2026 (“Effective Date”).

WHEREAS, UC LAW SF has available space on its campus for use by other not-for-profit institutions of higher education as part and in furtherance of its Academic Village concept.

WHEREAS, GGU wishes to participate as a partner institution in the UC Law SF Academic Village.

WHEREAS, GGU wishes to rent certain space on the UC Law SF campus in the UC Law SF buildings located at 198 and 200 McAllister Street, and otherwise have access for itself and its employees, students, agents and invitees to facilities and amenities open to all UC Law SF Academic Village partner institutions.

NOW, THEREFORE, In consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the mutual receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Premises.** For the agreed fee of \$60/rentable square foot UC LAW SF grants to GGU the right to exclusive use during the Term of the **approximately 390 rentable square feet**, comprised of three offices in Mary Kay Kane Hall at 200 McAllister, San Francisco, California 94102 (“Premises”), as depicted in Exhibit A, attached hereto and incorporated herein, solely for the following specified purposes:

GGU shall be permitted to use the Premises for activities in pursuit of GGU’s mission of higher education and other related and conforming uses. GGU intends to use the Premises as classrooms and an office suite.

In addition to the rent described above, GGU shall pay to UC Law SF a 12% **Administrative Fee** on the total annual lease payment. This Administrative Fee is intended to partially reimburse UC Law SF for shared costs associated with GGU’s participation in the Academic Village. Such costs include, but are not limited to, utilities; staffing expenses for security, safety practitioners, scheduling, event, operations, custodial, engineering, IT/audiovisual, and limited additional support personnel; and supplies used in dedicated leasehold areas and adjacent common areas. The Administrative Fee shall be invoiced concurrently with the annual lease payment and shall be subject to the same payment terms as set forth in section (4) Payment below.

2. **Term.** The term of this Agreement (the “Term”) shall be for thirty-six (36) months, commencing upon the date of substantial completion of the agreed upon improvements to the Premises (“Commencement Date”) and ending thirty-six (36) months thereafter (“Expiration Date”). The Term of this Agreement may be extended past the Expiration Date for two (2) additional twelve (12) month terms (each, a “Renewal Term”) by mutual written agreement of the Parties. In order to exercise this renewal option, GGU shall provide UC LAW SF with written notice of its desire to renew this Agreement at least six (6) months prior to the then-current Expiration Date. GGU understands and agrees that the fees set forth herein shall be increased by three (3) percent at each anniversary of the Commencement Date, both during the original Term and in each Renewal Term.

Notwithstanding the foregoing, the parties agree that GGU will be provided access to the Premises as of the Effective Date at no charge to GGU prior to the Commencement Date for the installation of GGU's furniture, fixtures, and equipment, provided that GGU has delivered this fully executed Agreement, certificates of insurance, any other applicable requirements specified in this Agreement, and provided such access does not materially interfere with UC LAW SF' delivery of the Premises. GGU agrees to promptly vacate the Premises to the extent deemed necessary by UC LAW SF for the agreed upon improvements to be undertaken and completed prior to the Commencement Date.

3. **Facilities Usage.** In addition to its use of the Premises as set forth above, GGU shall have the non-exclusive right to access and use, in common with UC LAW SF, other Academic Village partner institutions, and any other UC LAW SF tenants, as applicable, any and all of the following areas which may be appurtenant to the Premises: common entrances, lobbies, elevators, stairways and access ways, loading and unloading areas, visitor parking areas, ramps, drives, platforms, public restrooms, and common walkways and sidewalks necessary for access to the Premises. GGU students, faculty and staff shall also have the non-exclusive right to access and use, in common with UC LAW SF and other Academic Village partner institutions, all areas of the UC LAW SF campus buildings during normal operating hours, including the libraries, library study rooms, student meeting rooms, common areas and common area amenities, student lounge areas, social spaces, and outdoor patios, which are available to UC LAW SF students in the normal course of campus operations. To the extent available, GGU's students and employees will be eligible to lease parking in the campus parking garage located at 376 Larkin Street at the same parking rates as UC LAW SF' students and employees.
4. **Payment.** GGU shall pay to UC LAW SF the fee set forth in Section 1 of this Agreement, which the Parties agree amounts to a total initial annual payment of one hundred eighty six thousand dollars (\$186,000) for Rent and twenty two thousand three hundred 20 (\$22,320) for the 12% Administrative Fee for a total of two hundred and eight thousand and three hundred and twenty dollars (\$208,320). Payment is due net thirty (30) days upon receipt of invoice. Payment shall be made by electronic transfer, check or money order.

Invoices shall be sent to: **Golden Gate University University**
Attn:

Payment shall be sent to: UC Law SF Law
Attn: Sandra Plenski, Controller
200 McAllister Street
San Francisco, CA 94102

5. **Operational Support.** With respect to the Premises and common areas, UC LAW SF will provide GGU with its standard and customary building security, custodial services, utilities, and internet (WIFI). GGU will not be expected to reimburse UC LAW SF for UC LAW SF' insurance costs. Additional charges may also be applied when GGU'S use of the Premises and/or common areas extend beyond approved schedule, scope, or standard operating hours. Any custodial or security services that GGU requests above the standard and customary services that UC LAW SF provides shall be the sole responsibility of GGU, at its sole cost and expense. GGU shall coordinate with and provide notice to UC LAW SF, if it desires to contract directly with UC LAW SF' vendors and service providers for such additional services. Access to the internet hereunder is limited only to GGU and its employees and students.
6. **Limitation.** GGU's use of the Premises and other UC LAW SF facilities is limited only to the facilities and time periods described herein. If GGU would like to use additional facilities or for additional time periods outside of those specifically enumerated in this Agreement, please refer to the corresponding shared classroom and event space agreement for rates and terms.
7. **License to Use of Name and Logo/Academic Village Branding.** Each Party shall have the right to use the name of the other party and factual information regarding the existence of the relationship that is the subject of this

Agreement. In any such use, the relationship of the parties shall be accurately and appropriately described. GGU expressly grants UC LAW SF the right to use GGU's name and logo in materials describing and/or promoting the Academic Village and in lists of Academic Village partner institutions. GGU will reference UC LAW SF and the Academic Village in descriptions, publicity, and marketing of any programs or activities that it conducts using the Premises subject to UC LAW SF' approval, which shall not be unreasonably withheld, and in accordance with UC LAW SF' Branding Guidelines. GGU shall use reasonable efforts to provide UC LAW SF Chief Communication Officer with a copy of such descriptions and marketing materials for review and feedback prior to dissemination.

8. **Publicity.** UC LAW SF agrees to allow and encourages GGU to hang approved signage at GGU's sole cost and expense near the entrance to the Premises identifying it as the location of the GGU program for the duration of this Agreement. The signage will be mutually agreed upon by GGU and UC LAW SF, and will include reference to the GGU's program "at UC UC Law SF Academic Village".
9. **Termination.** This Agreement shall be co-terminus with the annual agreements reflecting an ongoing relationship between GGU and UC LAW SF for GGU's rental of classroom space on the UC LAW SF campus. For the avoidance of doubt, this Agreement shall terminate under this paragraph only if the parties are not able to come to agreement on future academic year classroom rental agreements for GGU's continued rental of classroom space at UC LAW SF.

UC LAW SF shall have the right to terminate this Agreement upon written notice to GGU if GGU materially breaches any of the terms of this Agreement, and such breach is not cured within thirty (30) days of GGU's receipt of written notice of such breach. In the event of termination, GGU shall be obligated to pay pro-rata fees for usage of the Premises and any additional charges or fees incurred by GGU through the effective date of termination.

10. **Notices.** Notices under this Agreement shall be effective if made in writing and sent by regular mail, electronic mail, or delivery in person to the individual identified below as the primary contact for purposes of coordination:

If to UC LAW SF:

UC Law SF
Attn: Rhiannon Bailard, Chief Operating Officer
200 McAllister Street
San Francisco, CA 94102
bailardrhiannon@uclawsf.edu and operations@uclawsf.edu

with a copy to:

UC Law SF
Attn: Office of General Counsel
200 McAllister Street
San Francisco, CA 94102
ogc@uclawsf.edu

If to GGU:

With a copy to:

11. **Insurance and Indemnification.** GGU shall indemnify, defend and hold harmless UC LAW SF, its officers, directors, employees, agents, and representatives from and against any and all claims, damages, judgments, suits, legal proceedings, and all costs and expenses associated therewith (including reasonable attorney's fees) arising out of or resulting from (i) breach of this Agreement by GGU or its employees, students, officers, directors, agents, and representatives, or (ii) the negligence or willful misconduct of GGU or its employees, students, officers, directors, agents, and representatives but only in proportion to and to the extent that such claims arise from the negligent or wrongful acts or omissions of GGU, its officers, directors, employees, agents, or representatives. Additionally, GGU shall pay for all costs associated with, and defend (with attorneys reasonably satisfactory to UC LAW SF), indemnify and hold harmless UC LAW SF from, claims, damages, expenses, encumbrances, fees, fines, penalties or costs, including, but not limited to, legal fees; the costs of notice to any other person; the costs of environmental or technical risk assessment; any cleanup or remedial costs; the costs of any monitoring, sampling or analysis; and any diminution in property value or losses due to non-rentability arising out of or in any way connected with the presence of any hazardous material on the Premises or GGU's alleged violation of applicable laws or regulations but only in proportion to and to the extent that such claims arise from the negligent or wrongful acts or omissions of GGU, its officers, directors, employees, agents, or representatives.

Leasee will maintain in force at all times during the term of this Agreement, Comprehensive General Liability insurance in the amount of \$1,000,000. Such insurance policies shall name UC Law San Francisco, its officers, employees, and the State of California as an additional insured and provide for notification to UC Law San Francisco thirty (30) days prior to termination or restrictive amendment. Leasee shall furnish a Certificate of Insurance to UC Law San Francisco as evidence of the required coverage. The parties acknowledge and agree that Leasee's insurance policies shall be primary and noncontributory to any policies of insurance maintained by UC Law San Francisco. The Certificate of Insurance must accompany the signed Agreement. All insurance required under this Agreement is to be provided by carriers with a Best rating of A-10 or better. Carriers must also be California admitted companies listed as such by the Insurance Commissioner for the State of California. Any third party vendor that Leasee engages for the Event must also maintain in force at all times during the term of this Agreement insurance with coverages in amounts appropriate to the risks and liabilities associated with its services, and consistent with the foregoing requirements. Leasee will provide UC Law San Francisco with Certificates of Insurance from such vendors upon request.

UC LAW SF shall indemnify, defend and hold harmless GGU, its officers, directors, employees, agents, and representatives from and against any and all claims, damages, judgments, suits, legal proceedings, and all costs and expenses associated therewith (including reasonable attorneys fees) arising out of or resulting from (i) breach of this Agreement by UC LAW SF or its employees, officers, directors, agents, and representatives, or (ii) the negligence or willful misconduct of UC LAW SF or its employees, officers, directors, agents, and representatives, but only in proportion to and to the extent that such claims arise from the negligent or wrongful acts or omissions of UC LAW SF, its officers, directors, agents, employees, or representatives.

Each Party shall maintain, during the term of this Agreement and for at least three (3) years thereafter, policies of insurance or self-insurance with coverages and limits appropriate to its obligations and liabilities hereunder. Each Party shall provide the other Party with evidence of such insurance upon request.

12. **Nondiscrimination.** Neither Party shall discriminate against any person on the basis of race, color, national origin, religion, age, sex, gender, sexual orientation, gender expression, gender identity, gender transition status, sex- or gender-stereotyping, pregnancy, physical or mental disability, medical condition (cancer-related or genetic characteristics), genetic information (including family medical history), ancestry, marital status, familial status, citizenship, or service in the uniformed services, including protected veterans. This policy is intended to be consistent with applicable state and federal laws.
13. **Condition of Premises:** At the Expiration Date of the Term or any Renewal Term, or upon the effective date of

early termination as provided in Section 10, GGU shall deliver the Premises to UC LAW SF in as good and clean condition and repair as it was prior to GGU's use, subject to reasonable wear and tear. GGU shall be liable for any extra cleaning in excess of \$300.00 in total cost to UC LAW SF. Any items left on the Premises by

GGU may automatically be removed by UC LAW SF at GGU's expense. GGU is liable for any damage to Premises or personal property of UC LAW SF or its employees, students, agents or representatives (whether it be damaged, stolen or missing) that is caused by GGU (including guests, students, staff and subcontractors) during the Term or any Renewal Term. Damages shall be itemized and a bill sent to GGU within 10 working days of the event (or as soon as possible if exact costs cannot be determined within this time period).

14. **Disputes.** The Parties shall use all reasonable efforts to resolve any dispute between them arising out of this Agreement through good faith conversations between senior representatives of each Party. In the event that any such dispute cannot be resolved in such manner after reasonable, good faith efforts by both Parties, such dispute shall be settled by final and binding arbitration in San Francisco, California, heard before an arbitrator selected by both parties or pursuant to a strike off, in accordance with the American Arbitration Association Commercial Arbitration rules. Judgment upon any award rendered by the arbitrator may be entered in any court having jurisdiction. Any provisional remedy which would be available from a court of law, shall be available from the arbitrator to the parties of this Agreement pending arbitration. The arbitrator shall determine which is the prevailing party and shall award that party its costs and fees. Costs and fees mean all reasonable pre-award expenses of arbitration, including the arbitrator's fees, administrative fees, witness fees and attorney's fees.
15. **GGU Responsibilities.** GGU shall, at its sole cost and expense, comply with all applicable laws, rules, regulations, and other requirements now in force and which may hereafter be enacted ("Applicable Laws") with respect to GGU's use and possession of the Premises. Such obligation shall include the affirmative covenant to make all alterations, additions, modifications and other improvements to the Premises, and to the extent required due to GGU's use of or alterations to the Premises, to pay for all alterations, additions or modifications to the common areas that may be required under or pursuant to applicable laws. GGU shall not do or permit to be done in, on or about the Premises, nor shall GGU keep or permit to be kept therein, anything which is prohibited by or may conflict with any applicable laws now in force or hereafter enacted or promulgated, or which may cause a cancellation of any insurance policy currently in force covering the Premises or any of its contents, or (except with the prior written consent of UC LAW SF) which may materially increase the existing rate of or materially affect any fire, liability or other insurance upon the UC LAW SF campus or the Premises, or any of its contents. GGU shall not within commercially reasonable standards do or permit anything to be done which will in any way obstruct or interfere with the rights of other tenants and/or Academic Village partner institutions, their employees, students, or invitees, or use or allow the Premises to be used for any unlawful purpose. GGU shall not within a commercially reasonable standard maintain or permit any nuisance in or about the Premises or commit or suffer to be committed any waste in or upon the Premises. GGU shall be responsible for any government fees connected with any non-compliant changes to the Premises or common areas made by GGU. As of the Commencement Date, UC LAW SF shall be responsible for all costs of compliance with current government rules and regulations. GGU shall be responsible for code compliance costs, including but not limited to, Title-24-related and ADA-related costs triggered by (i) initial improvement at GGU's request whether completed by UC LAW SF or not, (ii) alterations by GGU, or (iii) GGU's use or occupancy of the Premises. GGU shall continue to be responsible for ongoing compliance within the Premises.
16. **Improvements.** No structural alterations or improvements in excess of five thousand dollars (\$5,000.00) shall be made to the Premises by GGU or at GGU's request without the prior written consent of UC LAW SF, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, GGU may make non-structural, cosmetic and design alterations to the Premises not cumulatively in excess of \$5,000 in any twelve (12) month period without consent of UC LAW SF. All such alterations and improvements shall be the sole responsibility of GGU, and at its sole cost. Notwithstanding the foregoing, the Parties have agreed that prior to the Commencement Date, UC LAW SF will make improvements, as reflected in the mutually agreed upon plans created by UC Law SF' consultants on behalf of GGU, to the Premises at UC LAW SF' expense to conform the Premises to a space conducive to GGU's

intended and permitted use thereof.

17. **GGU Installations.** GGU may remove fixtures, machinery and equipment installed in the Premises by GGU upon termination of this Agreement, as shown on a mutually agreed "Current Condition" punch list if GGU is not then in default under this Agreement and if GGU repairs any damage to the Premises caused by such removal. Upon termination of this Agreement, GGU shall return the Premises in the same condition as when delivered to GGU, reasonable wear and tear and alterations approved by UC LAW SF excepted.
18. **Mechanic's Liens.** The Parties shall keep the Premises free from any liens arising out of any work performed by, materials furnished to, or obligations incurred by either Party.
19. **Rules and Regulations.** GGU shall comply with the Rules and Regulations attached as Exhibit B to this Agreement and to all modifications and supplements thereto as UC LAW SF may, from time to time, establish for Academic Village partner institutions and/or the Premises. GGU shall enforce its student code of conduct for its students at all times.
20. **Liability.** UC LAW SF shall not be liable for damage to the property of GGU, GGU's employees, invitees, agents, or students, or any other person in or about the Premises, nor shall UC LAW SF be liable for injury to the person of GGU, or GGU's employees, students, agents or invitees, as a result of any condition of the Premises or the UC LAW SF campus, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, or from the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures, or from any other cause in or about the Premises or the UC LAW SF campus, whether the said damage or injury results from conditions arising in the Premises or in other portions of the UC LAW SF campus, or from other sources or places and regardless of whether the cause of such damage or injury or the means of repairing the same is inaccessible to GGU, except to the extent that such damage or injury arises from the negligent or wrongful acts or omissions of UC LAW SF, its officers, directors, representatives, agents, or employees. UC LAW SF shall not be liable for any damages arising from any act or neglect of any other Academic Village partner institution or tenant, if any, of the UC LAW SF campus.
21. **Right of Recovery.** GGU hereby waives any right of recovery against UC LAW SF due to loss of or damage to the property of GGU, GGU's employees, invitees, agents, or students when such loss of or damage to property arises out of an act of God or any of the

property perils included in the classification of fire or extended perils ("all risk" as such term is used in the insurance industry) whether or not such perils have been insured, self-insured or non-insured.
22. **Payment of Taxes.** UC LAW SF specifically calls to GGU's attention the fact that this Agreement may create a possessory interest subject to property taxation, and GGU may be subject to property tax levied on such interest. GGU alone shall pay such tax, if applicable. If the right is given to pay any of the taxes, assessments or other impositions which GGU may be herein obligated to pay either in one sum or in installments, GGU may elect either mode of payment.
23. **Personal Property Taxes.** GGU shall pay prior to delinquency all taxes assessed against and levied upon trade fixtures, furnishings, equipment and all other personal property of GGU contained in the Premises or elsewhere on the UC LAW SF campus. GGU shall cause any such trade fixtures, furnishings, equipment and all other personal property to be assessed and billed separately from the real property of UC LAW SF.
24. **Miscellaneous:** All rights, powers and privileges conferred hereunder upon UC LAW SF shall be cumulative in addition to those given by law. If any term or provision of this Agreement shall, to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable, such term or provision shall be revised so that it is legal and enforceable in a manner that best reflects the original intent of the Parties, and the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and

enforceable to the fullest extent permitted by law.

25. **Non-Assignment:** This Agreement is not assignable by either Party.
26. **Non-Responsibility:** GGU recognizes that UC LAW SF does not sponsor GGU or its activities. GGU agrees to inform those persons with whom it deals that GGU assumes full responsibility for its activities and UC LAW SF has no responsibility for the same. The Regents of the University of California, a public corporation, is not a party to, nor is it financially responsible under, this Agreement.
27. **Waiver.** No waiver by either Party, whether express or implied, of any right or obligation set forth in this Agreement, or any breach or default, will constitute a continuing waiver of that or any other right, obligation, breach, or default, nor shall either Party's consent to any breach of any term, covenant or condition be deemed to constitute or imply its consent to any subsequent breach of the same or other term, covenant or condition herein contained.
28. **Section Headings.** The section headings and numbers in this Agreement are for convenience only and will not be deemed to affect in any way the language of the provisions to which they refer.
29. **Counterparts by Facsimile or Email.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.
30. **Force Majeure.** If either Party is delayed or prevented from the performance of any act required hereunder by reason of acts of God, acts of war, riots, civil unrest, acts of terrorism, fire, earthquake, flood, unusually severe weather, strikes, lockouts, labor troubles, inability to procure materials, restrictive governmental laws, delays or regulations, delays caused by the other Party, pandemic or epidemic, or other cause without fault and beyond the control of the Party obligated (financial inability excepted) (a "Force Majeure Delay"), performance of such act shall be excused for the period of delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay; provided, however, nothing in this Section shall excuse GGU from the prompt payment of any fees or charges due hereunder. A Party claiming a delay pursuant to this Section shall give notice of such delay to the other Party promptly after commencement of the event giving rise to the delay, together with a reasonable estimate of the time period of such delay. This Agreement may be suspended or cancelled, immediately upon notice at the option of UC LAW SF, if UC LAW SF' premises or equipment is destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event UC LAW SF is unable to render service as a result of any action by any governmental authority.
31. **Accord and Satisfaction.** No payment by GGU or receipt by UC LAW SF of a lesser amount than the full amount of fees and charges invoiced and due hereunder, shall be deemed to be other than on account due under this Agreement. No endorsement or statement on any check or any letter accompanying any check or payment of fees or charges due hereunder shall be deemed an accord and satisfaction. UC LAW SF may accept such check or payment without prejudice to UC LAW SF' right to recover the balance of such fees or charges or pursue any other remedy available at law or in equity.
32. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of laws provisions. Venue for any action or proceeding arising out of or resulting from this Agreement between UC LAW SF and GGU shall be in the City and County of San Francisco, California.
33. **No Sublease.** In no event shall GGU have any right to sublease the Premises or to sublease any access rights to the UC LAW SF campus hereunder.

34. **Brokers.** UC LAW SF and GGU are not using third party brokers for this transaction and no broker or other person shall be entitled to any commission, and UC LAW SF and GGU shall defend and indemnify the other against any such claims.
35. **Entire Agreement.** This document contains the complete and exclusive agreement between the Parties regarding the subject matter hereof, and it is intended to be a final expression of their agreement. No promise, representation, warranty or covenant not included in this Agreement has been made or is relied upon by either Party. Each Party has relied upon its own counsel and/or other advisors. No modification or amendment of this Agreement shall be in force or effect unless in writing executed by both Parties hereto.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto as of the last date set forth below.

Dated: _____
David Seward
Chief Financial Officer

Dated: _____
[Name]
[Title]

UC COLLEGE OF THE LAW SAN FRANCISCO

GOLDEN GATE UNIVERSITY UNIVERSITY

By: _____

By: _____

Approved as to Form:

Dated: _____

By: _____
John DiPaolo
General Counsel

:

EXHIBIT A

EXHIBIT B

RULES AND REGULATIONS

GGU and GGU Parties shall comply with the following Rules and Regulations in its use and occupancy of the Premises and the UC LAW SF facilities:

1. The sidewalks, hallways, passages, exits, entrances, plazas, elevators (if any), escalators (if any) and stairways of the Premises or the UC LAW SF campus shall not be obstructed or used by GGU for any purpose other than for ingress to and egress from the Premises and UC LAW SF facilities. Such hallways, passages, exits, entrances, elevators, plazas, escalators and stairways are not for the use of the general public; and UC LAW SF shall retain the right to control and to prevent access thereto by all persons whose presence, in the sole judgment of UC LAW SF, shall be prejudicial to the safety, character, reputation or interests of the UC LAW SF campus. Nothing herein shall be construed to prevent such access to persons with whom any Academic Village partner institution normally deals in the ordinary course of its business unless such persons are engaged in illegal activities. No Academic Village partner institution and no employee, student, or invitee of any Academic Village partner institution shall go upon the roof of any UC LAW SF campus building.
2. GGU shall have no right to gain access to, or to connect equipment or wiring with, the telecommunications system in the UC LAW SF campus, including without limitation, the riser cable, the telecommunications room or the MPOE, without the prior written consent of UC LAW SF. UC LAW SF may condition such consent on GGU's compliance with specific restrictions imposed by UC LAW SF, including without limitation: (i) GGU's providing UC LAW SF not less than forty-eight (48) hours advance written notice of its intention to gain access to and/or connect equipment or wiring with the UC LAW SF campus telecommunications system; (ii) GGU's utilizing only the services of a GGU provider previously approved in writing by UC LAW SF, for the performance of all such activities involving, in any manner, the UC LAW SF campus telecommunications system; and (iii) GGU's installation only of telecommunications equipment and/or wiring that is reasonably acceptable to UC LAW SF. GGU also shall report to UC LAW SF immediately in writing any problem(s) with the telecommunications system in the Premises that GGU, its agents or employees know or suspect to exist.
3. Except as approved in writing by UC LAW SF, no awning, canopy or other projection over or around the windows or entrances of the Premises shall be installed by GGU, and only such window coverings as are approved by UC LAW SF shall be used in the Premises.
4. The Premises shall not be used for lodging, and no animals of any kind (except licensed service animals or approved emotional support animals) shall be permitted to enter or to remain in the Premises. No cooking shall be done or permitted in the Premises, except that the preparation of coffee, tea, hot chocolate and similar items for GGU and its employees and students shall be permitted.

5. All supplemental janitorial work for the Premises shall be paid for by GGU. Any person(s) employed by GGU to do janitor work shall be subject to the control and direction of UC LAW SF' Facilities and Operations department while on the UC LAW SF campus.
6. Except with UC LAW SF' prior written consent, GGU shall not use or permit the use of any sidewalk or any area adjacent to the Premises for the sale of newspapers, magazines, periodicals, tickets or other goods, merchandise or services.
7. All loading and unloading of merchandise, supplies, materials, garbage and refuse shall be made only through such entryways and elevators (if any) and at such times as UC LAW SF shall designate. In using any loading area on the UC Law SF campus, GGU shall not obstruct or permit the obstruction of said loading area nor park or allow its officers, agents or employees to park vehicles therein except for loading and unloading.
8. GGU shall deliver to UC LAW SF a list of the names and telephone numbers of GGU's representatives to be contacted by UC LAW SF in an emergency. If UC LAW SF is unable to contact such representatives after reasonable efforts or the list is not current, UC LAW SF shall have no liability for and shall be held harmless by GGU from any damage, injury, cost or expense, including attorneys' fees, which may result from UC LAW SF' entering the Premises in an emergency.
9. Except as otherwise expressly provided in this Agreement, GGU shall not permit the use or operation of any coin-operated machines in or about the Premises, including, without limitation, vending machines, video games, pinball machines or pay telephones, without the prior written consent of UC LAW SF. GGU shall not use or keep in the Premises or the UC LAW SF campus any kerosene, gasoline or flammable or combustible fluid or material or use any method of heating or ventilating other than that supplied by UC LAW SF. GGU shall not use, keep or permit to be used or kept any foul or noxious gas or substance in the Premises; permit the Premises or UC LAW SF facilities to be occupied or used in a manner offensive or objectionable to UC LAW SF or other Academic Village partner institutions or tenants of the UC LAW SF campus by reason of noise, odors, and/or vibrations.
10. In the case of invasion, mob, riot, public excitement, epidemic, pandemic, or other circumstances rendering such action advisable in UC LAW SF' reasonable opinion, UC LAW SF reserves the right to prevent access to the UC LAW SF campus or portions thereof during the continuance of the same by such action as UC LAW SF may deem appropriate, including closing entrances to the UC LAW SF campus and/or the Premises.
11. GGU shall ensure that the doors of the Premises are closed and securely locked upon GGU's employees' departure from the Premises.
12. The toilet rooms, toilets, urinals, wash bowls and other restroom fixtures shall not be used for any purpose

other than that for which they were constructed. No foreign substance of any kind shall be placed in such fixtures, and the expense of any breakage, stoppage or damage resulting from the violation of this rule shall be borne by the GGU who, or whose employees, students, or invitees, shall have caused it.

13. GGU shall not use, in the Premises or the common areas of the UC LAW SF campus, any hand trucks except those equipped with rubber tires and side guards or such other material-handling equipment as UC LAW SF may approve. No other similar vehicles shall be brought by GGU onto the UC LAW SF campus or kept in or about the Premises.
14. UC LAW SF' employees, agents or contractors shall not perform any work or do anything outside of their regular duties unless under special instructions from UC LAW SF.
15. UC LAW SF may waive any one or more of these Rules and Regulations for the benefit of any particular Academic Village partner institution(s) or tenant(s), but no such waiver shall be construed as a waiver of such Rules and Regulations in favor of any other Academic Village partner institution(s) or tenant(s), nor shall it prevent UC LAW SF from thereafter enforcing any such Rules and Regulations against any or all of the Academic Village partner institution(s) or tenant(s).
16. These Rules and Regulations are in addition to and shall not be construed to modify, alter or amend, in whole or in part, the covenants and conditions of the Agreement.
17. GGU shall not permit its employees, students, agents or invitees to use or possess illicit drugs or to gamble in or about the Premises or the UC LAW SF campus.
18. Neither GGU nor any of its employees, students, agents, or invitees may smoke in or around the Premises or the UC LAW SF campus.
19. GGU, at its sole expense, shall remove or cause to be removed from the Premises and the UC LAW SF campus any decorations that Tenant may place in the Premises.
20. UC LAW SF reserves the right to modify or amend these Rules and Regulations and to make such other and reasonable rules and regulations that, in UC LAW SF' sole judgment, from time to time may be needed for the safety, care and operation of the UC LAW SF campus and/or the Premises and for the preservation of good order therein. Such modifications, amendments or other rules and regulations shall become effective immediately upon delivery of written notice.

REPORT ITEM

- 1. REPORT BY:** Chief Operating Officer Rhiannon Bailard
Chief Financial Officer David Seward
- 2. SUBJECT:** San Francisco Human Rights Commission – HBCU Summer Program & Use of UC Law SF Housing Facilities
- 3. REPORT:**

UC Law San Francisco (“UC Law SF”) is providing summer housing for the second year in a row for the San Francisco Human Rights Commission (“SFHRC”) 2026 HBCU Summer Internship Program, which provides housing and campus access for HBCU students engaged in public service and workforce development programming at City Hall and in San Francisco. Pursuant to discussions between SFHRC and UC Law, UC Law will provide short-term residential accommodations at the Academe at 198 for program participants. Specifically, UC Law SF will provide 31 single-occupancy residential units to participants in the program, and one resident assistant at a rate of \$75 per unit per night. The duration is approximately 6 weeks.

Relatedly, this is the third year in a row that the College will host the closing ceremony for the City and County of San Francisco’s summer HBCU program, and which ceremony resulted in their considering use of UC Law’s housing facilities for the second summer of their program. The closing ceremony is a joint effort undertaken by the College of the Law Board of Directors, notably Director Andrew Houston, the Chancellor’s Office, the Admissions Office, and our LEOP/DEI office. Finally, the College is also discussing potential more permanent housing or academic siting for the HBCU satellite campus with the SFHRC within the Academic Village footprint.

Mark Goodrich, Director
University Housing

UC Law SAN FRANCISCO

UC Law San Francisco | 198 McAllister Street | San Francisco, CA 94102
phone 415 565 4870 | goodrichmark@uclawsf.edu | uclawsf.edu

February 4, 2026

Jessica Campos
Director of Programs and Community Engagement
San Francisco Human Rights Commission
25 Van Ness Avenue, Suite 800
San Francisco, CA 94102-6033

Jessica Campos:

Thank you again for meeting with us last week to discuss your upcoming summer program. UC Law SF remains committed to supporting the San Francisco Human Rights Commission and ensuring your program is both successful and enriching for all participants. After reviewing our summer occupancy levels and evaluating our pricing structure for your group, we are pleased to present the following adjustments for your consideration and approval.

As agreed, UC Law SF will reserve 31 apartments, each designated for single-occupancy use. These units will be available at noon, beginning with check-in on June 20, 2026. We understand one of these rooms will be used for a Resident Assistant position with the remaining balance reserved for participants. All guests, however, will be required to provide UC Law SF with a photo ID prior to arrival.

While the summer turnover window before our fall student arrivals is particularly compressed this year, we recognize the value of this partnership and are prepared to accommodate a check-out date of Saturday, August 1st. To ensure we can transition the units efficiently, we request that all keys be collected and returned by your organization no later than 12:00 noon on the day of departure. This timeline is essential for our facilities and housing teams to prepare the apartments for incoming students.

We also acknowledge the budget constraints your program is navigating. In an effort to support your mission and maintain a strong working relationship, UC Law SF is willing to reduce the daily housing rate to \$75 for these units. This adjustment reflects our commitment to collaborating with community partners and ensuring your program can operate effectively. As discussed, any additional special event rooms or supplemental spaces required during your stay will be available at separate, additional costs, consistent with our standard event-space policies.

We appreciate the opportunity to work with the San Francisco Human Rights Commission and value the important work your organization leads. Please feel free to reach out if you need clarification on any of the details above or if you would like to proceed with next steps in finalizing the agreement.

Sincerely,

Mark Goodrich, Director
University Housing

Pc: Rhiannon Bailard, Chief Operating Officer
Randy David, Manager, Housing Operations

134

REPORT ITEM

1. **REPORT BY:** Chief Operating Officer Rhiannon Bailard
Chief Financial Officer David Seward
2. **SUBJECT:** Unite Here/Local 2 – Market & Workforce Housing Demand
3. **REPORT:**

UC Law San Francisco (“UC Law SF”) continues to explore long-term strategies to exercise the option agreement with Unite Here/Local 2 to develop their site at 201 – 209 Golden Gate Avenue for a new union hall, academic/programmatic space, and workforce housing. This work continues upon the entitlements that the Board of Directors authorized in August of 2024 and acknowledges that the Unite Here/Local 2 project is contingent upon funding availability, identification of programmatic/residential partnerships, and demand. As part of this long-term planning effort, UC Law intends to utilize Brailsford & Dunlavey, already engaged with the College pursuant to the 100 McAllister financing effort, to conduct a workforce housing demand assessment for the Unite Here/Local 2 site.

The scope of this assessment is intended to provide UC Law SF with an independent, data-driven analysis of workforce housing demand, programmatic needs, affordability targets, and potential delivery models that could support this project, while considering the needs of the hospitality and service workers represented by Unite Here/Local 2, and aligning with UC Law SF’s mission, land use constraints, financial capacity, and long-range campus planning considerations. The assessment will examine demographic and employment data, market conditions, comparable workforce housing models, along with financial and operational considerations.

This engagement is exploratory and informational in nature and does not commit UC Law SF to any specific development, partnership structure, financing approach, or any timeline. Instead, the assessment is intended to provide a better sense of if, and then when, the Unite Here/Local 2 project could potentially move from concept to active pursuit, which is contingent upon market conditions, demand, programmatic partnerships, agreement with Unite Here/Local 2 as to the development parameters, and financial capacity of the College.

This is an informational item as the cost of the engagement is not expected to exceed the \$100,000 threshold requiring board approval.

REPORT ITEM

1. **REPORT BY:** Chief Financial Officer David Seward
2. **SUBJECT:** State Budget Update – Governor’s Budget for 2026-27
3. **REPORT:**

An oral report will be presented to the Finance Committee regarding the Governor’s Budget for 2026-27 and the state’s general fiscal outlook.

Attachments:

- Governor’s Budget – College of the Law, San Francisco, January 10, 2026
- Proposed Budget Act of 2026, AB 1563

Introduced by Assembly Member Gabriel

January 9, 2026

An act making appropriations for the support of the government of the State of California and for several public purposes in accordance with the provisions of Section 12 of Article IV of the Constitution of the State of California, relating to the state budget, to take effect immediately, budget bill.

LEGISLATIVE COUNSEL’S DIGEST

AB 1563, as introduced, Gabriel. Budget Act of 2026.

This bill would make appropriations for the support of state government for the 2026–27 fiscal year.

This bill would declare that it is to take effect immediately as a Budget Bill.

Vote: majority. Appropriation: yes. Fiscal committee: yes.

State-mandated local program: no.

The people of the State of California do enact as follows:

1 SECTION 1.00. This act shall be known and may be cited as the
2 “Budget Act of 2026.”
3 SEC. 1.50. (a) In accordance with Sections 12460, 13338, and 13344
4 of the Government Code, it is the intent of the Legislature that this act
5 and other financial transactions authorized outside of this act utilize a
6 coding scheme or structure compatible with the Governor’s Budget, the
7 records of the Controller in legacy systems, and the Financial Information
8 System for California (FI\$Cal), and provide for the appropriation of fed-
9 eral funds received by the state and deposited in the State Treasury.
10 (b) Essentially, the format and style are as follows:
11 (1) Appropriation item numbers have a structure which is common to
12 all the state’s fiscal systems. The meaning of this structure is as follows:
13 2720—Business Unit (known as organization code in legacy systems,
14 indicates the department or entity) (e.g., 2720 represents the Department
15 of the California Highway Patrol)

Item	Amount
1 (4) Provision (c)(2)(B) of Control Section 19.56, 2 Budget Act of 2022 (Chs. 43, 45, and 249, Stats. 3 2022)	
4 6445-001-1031—For support of California Institute for 5 Regenerative Medicine, payable from the California 6 Institute for Regenerative Medicine Licensing Rev- 7 enues and Royalties Fund.....	5,000,000
8 Schedule:	
9 (1) 5520-California Institute for Regen- 10 erative Medicine.....	5,000,000
11 6600-001-0001—For support of University of California 12 College of the Law, San Francisco.....	34,915,000
13 Schedule:	
14 (1) 5530-Support.....	34,915,000
15 Provisions:	
16 1. This appropriation is exempt from Section 31.00.	
17 2. Of the funds appropriated in this item, 18 \$10,079,000 shall be allocated to support the 19 McAllister Tower building capital renovation 20 project on the College of the Law, San Francisco 21 campus.	
22 6600-093-0001—For support of University of California 23 College of the Law, San Francisco, for rental pay- 24 ments on lease-revenue bonds.....	3,109,000
25 Schedule:	
26 (1) 5530-Support.....	3,109,000
27 Provisions:	
28 1. The Controller shall transfer funds appropriated 29 in this item for base rental as and when provided 30 for in the schedule submitted by the State Public 31 Works Board. Notwithstanding the payment 32 dates in any related Facility Lease or Indenture, 33 the schedule may provide for an earlier transfer 34 of funds to ensure debt requirements are met and 35 pay base rental in full when due.	
36 2. The Controller shall transfer for additional rental 37 no later than 30 days after enactment of this 38 budget, \$39,000 of the amount appropriated in 39 this item, to the Expense Account in the Public 40 Buildings Construction Fund.	
41 3. This item may be adjusted pursuant to Section 42 4.30. Any adjustments to this item shall be re- 43 ported to the Joint Legislative Budget Committee 44 pursuant to Section 4.30.	
45 6610-001-0001—For support of California State Uni- 46 versity.....	5,581,362,000

6600 College of the Law, San Francisco

The mission of the College of the Law, San Francisco (CLSF) is to train students for the legal profession with a comprehensive understanding and appreciation of the law. CLSF is the oldest law school and one of the largest public law schools in the United States. The business of the college is managed by an 11-member Board of Directors. CLSF is approved by the American Bar Association and accredited by the Accrediting Commission for Senior Colleges and Universities of the Western Association of Schools and Colleges. CLSF is a member of the Association of American Law Schools. The Juris Doctor degree is granted by the Regents of the University of California and is signed by the President of the University of California and the Chancellor and Dean of the College of the Law, San Francisco.

3-YEAR EXPENDITURES AND POSITIONS

	Positions			Expenditures		
	2024-25	2025-26	2026-27	2024-25*	2025-26*	2026-27*
5530 Support	271.0	272.5	272.7	\$134,419	\$149,374	\$151,935
TOTALS, POSITIONS AND EXPENDITURES (All Programs)	271.0	272.5	272.7	\$134,419	\$149,374	\$151,935
FUNDING			2024-25*	2025-26*	2026-27*	
0001 General Fund			\$26,273	\$38,025	\$38,024	
0814 California State Lottery Education Fund			223	242	242	
0993 University Funds--Unclassified			107,923	111,107	113,669	
TOTALS, EXPENDITURES, ALL FUNDS			\$134,419	\$149,374	\$151,935	

LEGAL CITATIONS AND AUTHORITY

DEPARTMENT AUTHORITY

Education Code, Title 3, Division 9, Part 57, Chapter 3, Article 1.

DETAILED BUDGET ADJUSTMENTS

	2025-26*			2026-27*		
	General Fund	Other Funds	Positions	General Fund	Other Funds	Positions
Workload Budget Adjustments			-			-
Other Workload Budget Adjustments			-			-
• Adjustment to Reflect Revised University Funds Estimates	\$-	\$774	-	\$-	\$3,336	-
• Lease Revenue Debt Service Adjustment	20	-	-	19	-	-
• Miscellaneous Baseline Adjustments	-	11	-7.0	-	11	-6.8
Totals, Other Workload Budget Adjustments	\$20	\$785	-7.0	\$19	\$3,347	-6.8
Totals, Workload Budget Adjustments	\$20	\$785	-7.0	\$19	\$3,347	-6.8
Totals, Budget Adjustments	\$20	\$785	-7.0	\$19	\$3,347	-6.8

* Dollars in thousands, except in Salary Range. Numbers may not add or match to other statements due to rounding of budget details.

6600 College of the Law, San Francisco - Continued
3-Year Expenditures and Positions

	Positions			Expenditures*		
	Actual	Estimated	Estimated	Actual	Estimated	Estimated
	2024-25	2025-26	2026-27	2024-25	2025-26	2026-27
Instruction	161.3	164.4	164.6	23,918	28,287	29,079
Academic Support--Law Library	15.2	14.6	14.6	2,977	3,402	3,472
Student Services	32.5	33.8	33.8	20,016	25,146	27,226
Institutional Support	59.0	56.8	56.8	24,256	24,339	25,239
Operation and Maintenance of Plant	3.0	2.9	2.9	9,793	21,323	20,554
Extramural ¹	-	-	-	53,459	46,877	46,365
TOTALS, POSITIONS AND EXPENDITURES	271.0	272.5	272.7	\$134,419	\$149,374	\$151,935

* Dollars in thousands, except in Positions.

* Dollars in thousands, except in Salary Range. Numbers may not add or match to other statements due to rounding of budget details.

6600 College of the Law, San Francisco - Continued**Detailed Expenditures by Program**

	Expenditures*		
	Actual 2024-25	Estimated 2025-26	Estimated 2026-27
INSTRUCTION			
State Operations:			
General Fund	7,074	7,820	7,773
California State Lottery Education Fund	223	242	242
University Funds--Unclassified	16,621	20,225	21,064
Totals, State Operations	\$23,918	\$28,287	\$29,079
Classroom	\$19,295	\$23,026	\$23,753
State Operations:			
General Fund	5,694	6,353	6,337
California State Lottery Education Fund	223	242	242
University Funds--Unclassified	13,378	16,431	17,174
Theory Practice	\$4,133	\$4,637	\$4,683
State Operations:			
General Fund	1,234	1,293	1,262
University Funds--Unclassified	2,899	3,344	3,421
Instructional Support	\$490	\$624	\$643
State Operations:			
General Fund	146	174	174
University Funds--Unclassified	344	450	469
ACADEMIC SUPPORT--LAW LIBRARY			
State Operations:			
General Fund	\$889	\$949	\$936
University Funds--Unclassified	2,088	2,453	2,536
Totals, State Operations	\$2,977	\$3,402	\$3,472
STUDENT SERVICES			
State Operations:			
General Fund	5,976	7,012	7,339
University Funds--Unclassified	14,040	18,134	19,887
Totals, State Operations	\$20,016	\$25,146	\$27,226
Admissions	\$667	\$803	\$820
State Operations:			
General Fund	199	224	221
University Funds--Unclassified	468	579	599
Office of the Registrar	\$732	\$895	\$919
State Operations:			
General Fund	219	250	248
University Funds--Unclassified	513	645	671
Financial Aid Office	\$358	\$451	\$464
State Operations:			
General Fund	107	126	125
University Funds--Unclassified	251	325	339
Financial Aid Awards	\$14,868	\$18,924	\$20,861
State Operations:			
General Fund	4,439	5,276	5,623
University Funds--Unclassified	10,429	13,648	15,238
Student Placement	\$1,223	\$1,488	\$1,531
State Operations:			
General Fund	365	415	413
University Funds--Unclassified	858	1,073	1,118

* Dollars in thousands, except in Salary Range. Numbers may not add or match to other statements due to rounding of budget details.

6600 College of the Law, San Francisco - Continued**Detailed Expenditures by Program**

Legal Education Opportunity Program	\$250	\$342	\$350
State Operations:			
General Fund	75	95	94
University Funds--Unclassified	175	247	256
Academic Support Program	\$369	\$458	\$469
State Operations:			
General Fund	110	128	127
University Funds--Unclassified	259	330	342
Disability Resource Program	\$557	\$651	\$665
State Operations:			
General Fund	166	182	179
University Funds--Unclassified	391	469	486
Student Services Office	\$992	\$1,134	\$1,147
State Operations:			
General Fund	296	316	309
University Funds--Unclassified	696	818	838
INSTITUTIONAL SUPPORT			
State Operations:			
General Fund	7,242	6,787	6,803
University Funds--Unclassified	17,014	17,552	18,436
Totals, State Operations	\$24,256	\$24,339	\$25,239
Executive Management and Management Support	\$7,308	\$9,217	\$9,435
State Operations:			
General Fund	2,182	2,570	2,543
University Funds--Unclassified	5,126	6,647	6,892
Human Resources	\$525	\$592	\$609
State Operations:			
General Fund	157	165	164
University Funds--Unclassified	368	427	445
Fiscal Services	\$2,757	\$3,389	\$3,464
State Operations:			
General Fund	823	945	934
University Funds--Unclassified	1,934	2,444	2,530
Public Safety	\$5,906	\$5,524	\$5,532
State Operations:			
General Fund	1,763	1,540	1,491
University Funds--Unclassified	4,143	3,984	4,041
Community Relations	\$1,035	\$1,376	\$1,410
State Operations:			
General Fund	309	384	380
University Funds--Unclassified	726	992	1,030
Administrative Services	\$6,725	\$4,241	\$4,789
State Operations:			
General Fund	2,008	1,183	1,291
University Funds--Unclassified	4,717	3,058	3,498

* Dollars in thousands, except in Salary Range. Numbers may not add or match to other statements due to rounding of budget details.

6600 College of the Law, San Francisco - Continued**Detailed Expenditures by Program****OPERATION AND MAINTENANCE OF PLANT****State Operations:**

General Fund	5,092	15,457	15,173
University Funds--Unclassified	<u>4,701</u>	<u>5,866</u>	<u>5,381</u>
Totals, State Operations	\$9,793	\$21,323	\$20,554

Building Services

	\$2,053	\$2,149	\$2,149
--	----------------	----------------	----------------

State Operations:

General Fund	613	599	579
University Funds--Unclassified	1,440	1,550	1,570

Building Maintenance

	\$7,740	\$19,174	\$18,405
--	----------------	-----------------	-----------------

State Operations:

General Fund	4,479	14,858	14,594
University Funds--Unclassified	3,261	4,316	3,811

EXTRAMURAL**Extramural Funds:**

Extramural Funds	<u>\$53,459</u>	<u>\$46,877</u>	<u>\$46,365</u>
Totals, Extramural Funds	\$53,459	\$46,877	\$46,365

Extramural Funds:

Instruction and Research	10,108	10,882	10,818
Public and Professional Services	570	735	559
Academic Support	49	254	259
Student Services	895	845	846
Institutional Support	4,300	3,645	3,584
Operation and Maintenance of Plant	81	156	0
Auxiliary Enterprises ¹	9,262	6,787	6,886
Student Financial Aid	2,343	3,416	3,151
Hastings Campus Housing Finance Authority	25,851	20,157	20,262

TOTALS, EXPENDITURES

State Operations	80,960	102,497	105,570
Extramural Funds	<u>53,459</u>	<u>46,877</u>	<u>46,365</u>
Totals, Expenditures	\$134,419	\$149,374	\$151,935

* Dollars in thousands

Summary:

State GF 001	23,181	34,915	34,915
State GF 003/093 Lease Revenue	3,092	3,110	3,109
State Lottery Fund	<u>223</u>	<u>242</u>	<u>242</u>
Total State Appropriations	\$ 26,496	\$ 38,267	\$ 38,266
University Funds-State Operations	54,464	64,230	67,304
University Funds -Extramural Nonstate	<u>53,459</u>	<u>46,877</u>	<u>46,365</u>
University Funds Total	\$ 107,923	\$ 111,107	\$ 113,669
Grand Total	\$ 134,419	\$ 149,374	\$ 151,935

* Dollars in thousands, except in Salary Range. Numbers may not add or match to other statements due to rounding of budget details.

6600 College of the Law, San Francisco - Continued
Student Fees Per Annual Full-Time Student (Whole Dollars)

	<u>2024-25</u>	<u>2025-26</u>	<u>2026-27*</u>
Full-Time Equivalent Students			
Juris Doctor Program (JD).....			
Resident Students.....	947.1	938.0	948.0
Non-resident Students.....	126.6	126.0	127.0
Total Juris Doctor Program (JD) Students.....	<u>1,073.7</u>	<u>1,064.0</u>	<u>1,075.0</u>
Master of Laws Program (LL.M.).....	27.5	22.0	23.1
Master of Legal Studies Program (MLS).....	22.9	29.7	31.1
Master of Science, Health Policy and Law Program (HPL).....	<u>25.6</u>	<u>23.0</u>	<u>23.0</u>
Totals, Full-Time Equivalent Students.....	1,149.7	1,138.7	1,152.2
Student Fees for Full-Time Students			
Juris Doctor Program (JD)			
Resident Students:			
Enrollment Fees.....	\$49,383	\$53,087	\$54,680
Activity Fees.....	157	157	157
Multistate Bar Exam Support Fee.....	120	120	120
Health Services Fee*.....	<u>965</u>	<u>965</u>	<u>965</u>
Totals, Resident Student Fees**.....	\$50,625	\$54,329	\$55,922
Nonresident Students:			
Nonresident Tuition.....	\$7,488	\$8,686	\$9,555
Resident Student Fees Charged to Nonresident Students.....	<u>50,625</u>	<u>54,329</u>	<u>55,922</u>
Totals, Nonresident Student Fees**.....	\$58,113	\$63,015	\$65,477
Master of Laws Program (LL.M.)			
Enrollment Fees.....	\$47,500	\$55,000	\$55,000
Activity Fees.....	157	157	157
Multistate Bar Exam Support Fee.....	120	120	120
Health Services Fee*.....	<u>965</u>	<u>965</u>	<u>965</u>
Totals, Student Fees**.....	\$48,742	\$56,242	\$56,242
Master of Legal Studies Program (MLS)****			
Enrollment Fees***.....	\$32,500	\$37,500	\$37,500
Activity Fees.....	157	157	157
Multistate Bar Exam Support Fee.....	120	120	120
Health Services Fee*.....	<u>965</u>	<u>965</u>	<u>965</u>
Totals, Student Fees**.....	\$33,742	\$38,742	\$38,742
Master of Health Policy & Law Program (HPL)			
Enrollment Fees.....	\$46,609	\$48,012	\$48,012
Activity Fees.....	<u>157</u>	<u>157</u>	<u>157</u>
Totals, Student Fees.....	\$46,766	\$48,169	\$48,169

* Dollars in thousands, except in Salary Range. Numbers may not add or match to other statements due to rounding of budget details.

6600 College of the Law, San Francisco - Continued
Student Fees Per Annual Full-Time Student (Whole Dollars)

*The Health Services Fee for 2026-27 will be determined in the spring of 2026.

**This display of total charges does not include health insurance premiums of \$6,590 in 2024-25 and \$6,834 in 2025-26. The 2026-27 health insurance premium will be determined in spring 2026. These fees can be waived.

***All MLS registered units are billed on a per-credit basis; full-time enrollment is 10 or more units per term.

**** The Master of Studies in Law program has been renamed to Master of Legal Studies, effective 2025-26 Academic Year.

6600 College of the Law, San Francisco - Continued

PROGRAM DESCRIPTIONS

5530 - This program provides support for CLSF. Expenditures are for the following purposes:

INSTRUCTION

Instruction includes activities intended to prepare students for their responsibilities to the community as members of the legal profession through theoretical instruction, practical experience, specialized training as lawyers, and support services.

The principal objectives are to: (1) develop in the students the required competency in substantive law demanded by the legal profession; (2) develop students' skills in legal and interdisciplinary research, writing, and communication; (3) provide students with skills for independent and critical analyses and assessments of legal issues; (4) instill in students a level of professionalism for competent participation in the legal profession; and (5) allow students to describe the roles and responsibilities of lawyers in overcoming obstacles to legal access and in promoting social justice.

ACADEMIC SUPPORT--LAW LIBRARY

The law library includes activities intended to support the legal education curriculum by providing sufficient access to reference and research materials to allow students and faculty members to research questions of law in preparation for classroom presentations and assignments, moot court, trial practice, legal clinic assignments, and to support legal scholarship. The law library also supports the legal research needs of the larger community, including local attorneys.

STUDENT SERVICES

Student services include admissions, office of the registrar, financial aid, instructional resources, career services, the Academic Support Program, the Legal Education Opportunity Program (LEOP), and the Disability Resource Program. These offices provide students a system for application and admission to the law school and information about academic performance, and assist students in securing financial assistance to complete the instructional program and in identifying employment opportunities. These activities include academic advising, accommodations for students with disabilities, the Academic Support Program (which provides instruction in analysis and writing), and the LEOP program (which provides tutorials and other services to supplement regular instructional activities for certain students).

INSTITUTIONAL SUPPORT

Institutional support includes executive management and management support, human resources, fiscal services, public safety, community relations, and administrative services.

OPERATION AND MAINTENANCE OF PLANT

Operation and maintenance of plant includes the management of the physical environment, as well as the planning and administration of maintenance and renovation activities for the college's plant.

EXTRAMURAL

Extramural programs include activities that are not essential to core operations but enhance the mission of the college. These include student housing, student health services, and the parking garage.

DETAILED EXPENDITURES BY PROGRAM

		<u>2024-25*</u>	<u>2025-26*</u>	<u>2026-27*</u>
	PROGRAM REQUIREMENTS			
5530	SUPPORT			
	State Operations:			
0001	General Fund	\$26,273	\$38,025	\$38,024
0814	California State Lottery Education Fund	223	242	242
0993	University Funds--Unclassified	107,923	111,107	113,669
	Totals, State Operations	<u>\$134,419</u>	<u>\$149,374</u>	<u>\$151,935</u>
	TOTALS, EXPENDITURES			
	State Operations	134,419	149,374	151,935
	Totals, Expenditures	<u>\$134,419</u>	<u>\$149,374</u>	<u>\$151,935</u>

* Dollars in thousands, except in Salary Range. Numbers may not add or match to other statements due to rounding of budget details.

6600 College of the Law, San Francisco - Continued

EXPENDITURES BY CATEGORY

1 State Operations	Positions			Expenditures		
	2024-25	2025-26	2026-27	2024-25*	2025-26*	2026-27*
PERSONAL SERVICES						
Baseline Positions	278.0	279.5	279.5	\$32,746	\$33,793	\$33,793
Other Adjustments	-7.0	-7.0	-6.8	-1,203	-413	529
Net Totals, Salaries and Wages	271.0	272.5	272.7	\$31,543	\$33,380	\$34,322
Staff Benefits	-	-	-	8,682	8,682	8,682
Totals, Personal Services	271.0	272.5	272.7	\$40,225	\$42,062	\$43,004
OPERATING EXPENSES AND EQUIPMENT				\$94,194	\$107,312	\$108,931
TOTALS, POSITIONS AND EXPENDITURES, ALL FUNDS (State Operations)				\$134,419	\$149,374	\$151,935

DETAIL OF APPROPRIATIONS AND ADJUSTMENTS

1 STATE OPERATIONS		2024-25*	2025-26*	2026-27*
	0001 General Fund			
APPROPRIATIONS				
001 Budget Act appropriation		\$23,181	\$34,915	\$34,915
003 Budget Act appropriation		3,092	-	-
093 Budget Act appropriation		-	3,090	3,109
Lease Revenue Debt Service Adjustments		-	20	-
TOTALS, EXPENDITURES		\$26,273	\$38,025	\$38,024
	0814 California State Lottery Education Fund			
APPROPRIATIONS				
Government Code section 8880.5		\$223	\$231	\$242
Adjustment to Reflect Revised California State Lottery Education Fund Estimates		-	11	-
TOTALS, EXPENDITURES		\$223	\$242	\$242
	0993 University Funds--Unclassified			
APPROPRIATIONS				
Various authorities		\$107,923	\$110,333	\$113,669
Adjustment to Reflect Revised University Funds Estimates		-	774	-
TOTALS, EXPENDITURES		\$107,923	\$111,107	\$113,669
Total Expenditures, All Funds, (State Operations)		\$134,419	\$149,374	\$151,935

CHANGES IN AUTHORIZED POSITIONS

	Positions			Expenditures		
	2024-25	2025-26	2026-27	2024-25*	2025-26*	2026-27*
Baseline Positions	278.0	279.5	279.5	\$32,746	\$33,793	\$33,793
Salary and Other Adjustments	-7.0	-7.0	-6.8	-1,203	-413	529
Totals, Adjustments	-7.0	-7.0	-6.8	\$-1,203	\$-413	\$529
TOTALS, SALARIES AND WAGES	271.0	272.5	272.7	\$31,543	\$33,380	\$34,322

* Dollars in thousands, except in Salary Range. Numbers may not add or match to other statements due to rounding of budget details.

ACTION ITEM

1. **REPORT BY:** Chief Financial Officer David Seward
2. **SUBJECT:** Endowment Management – Spending Rate for 2026-27
3. **RECOMMENDATION:**

That the Finance Committee recommend that the Board of Directors approve an endowment spending rate of 4.55% for 2026-27.

4. **BACKGROUND:**

The Board of Directors has adopted a *Total Return* spending policy for the General Endowment Pool (GEP) for the College’s endowed funds. The policy established a baseline spending rate of 4 percent calculated on a 12-quarter rolling average of the market value of endowed funds. The spending rate for any given year would be reflective of market conditions and/or College needs. The Board of Directors approved a modification of the process by adding an Endowment Management Surcharge of .35% for cost recovery purposes. An increase of this surcharge to .55% was approved by the Board of Directors in October 2020.

Payout amounts based on application of alternative payout rates to a 12 quarter rolling averages ending December 2025:

Total Payout Rate	Total Payout Amount
3.00%	\$ 1,728,549
3.25%	1,872,595
3.50%	2,016,641
3.75%	2,160,686
4.00%	2,304,732
4.25%	2,448,778
4.50%	2,592,824
4.55%	2,621,633
5.00%	2,880,915

Market value and rolling averages by 12 quarters ending December 2025:

Quarter	Market Value Endowment	Rolling Average Market Value
3/31/2023	\$ 49,569,386	\$ 45,727,098
6/30/2023	51,855,611	47,013,679
9/30/2023	50,775,027	48,068,581
12/31/2023	52,791,703	49,081,693
3/31/2024	55,404,998	50,093,855
6/30/2024	57,038,235	50,813,605
9/30/2024	59,146,007	51,693,733
12/31/2024	59,112,629	52,511,961
3/31/2025	58,779,384	53,398,134
6/30/2025	63,206,851	54,518,641
9/30/2025	65,850,098	55,966,845
12/31/2025	67,889,703	57,618,303

Maintaining a spending rate of 4.55% is recommended because its preservation will allow for a modest growth of support for endowed scholarships and professorships.

5. PROPOSED RESOLUTION:

Resolved that the Finance Committee recommends that the Board of Directors approve an endowment payout rate of 4.55% for 2026-27.

REPORT ITEM:

- 1. REPORT BY:** Chair of Audit Subcommittee Claes Lewenhaupt
Deputy CFO and Controller Sandra Plenski
Chief Financial Officer David Seward
- 2. SUBJECT:** Discussion – Audit Services
- 3. REPORT:**

UC Law SF entered into a consulting engagement with Moss Adams in 2016 to perform audit services for the College’s financial statements. The engagement began in April 2016 and continued through the last fiscal year, following extensions of the original contract in 2020 for two years and in 2022 for an additional three years. In 2025, the firm Baker Tilly merged with Moss Adams.

At the June 2025 meeting of the Board of Directors, the board approved the formation of a Steering Committee to evaluate audit firm proposals for a multi-year contract to prepare the audited financial statements beginning in FY 2027. The board also approved the inclusion of Baker Tilly in the RFP process, contingent upon their agreement to rotate auditors from previous UC Law SF engagements.

This approval was made in the context of the Fiscal Policy and Procedure Manual, Section 3.4.1, Auditor Selection, which states in part that “auditor tenure of greater than 10 years should not be considered” but that the fact that Baker Tilly was a new firm and with auditor rotation, that the substance of this prescription was being fulfilled.

A discussion of the auditor selection process will be conducted at the Finance Committee meeting.

REPORT ITEM

1. **REPORT BY:** Deputy CFO and Controller Sandra Plenski
2. **SUBJECT:** Listing of Checks and Electronic Transfers over \$100,000
3. **REPORT:**

Listed below are checks & electronic transfers issued by the College for the period of 11/01/2025 – 01/01/2026:

Date	Check No.	Vendor Name	Amount	Description
11/5/2025	0283806	PG&E Company	\$179,632.04	Electric - Sept. 2025
11/7/2025	E0083191	Urban Alchemy	\$276,069.18	Security (Exterior) - Aug. 2025
11/14/2025	E0083242	Regents of the University of Calif.	\$176,410.82	Payroll - September 2025
11/19/2025	0283863	PG&E Company	\$221,806.74	Electric - 200 McAllister and 333 GG - Oct. 2025
11/21/2025	E0083317	Township Building Services	\$161,526.72	Custodial - November 2025
11/21/2025	E0083304	George S. Hall, Inc.	\$192,354.49	Engineering - October 2025
11/21/2025	E0083303	Eplus Technology, Inc.	\$219,436.60	DarkTrace Subscription - October 2025
11/24/2025	ACH2490	Regents of the University of Calif.	\$4,434,927.68	Payroll - September 2025
12/5/2025	E0083438	Restoration Management Comp	\$221,213.78	Emergency Repair - 198 McAllister
12/5/2025	E0083441	UCSF Police Department	\$343,401.00	Security (Interior) - Q1 - FY26
12/10/2025	0283930	PG&E CFM/PPC DEPARTMENT	\$1,334,999.69	100 McAllister -Cables - Gas and Electric
12/11/2025	0283938	PG&E CFM/PPC DEPARTMENT	\$433,870.28	100 McAllister -Cables - Gas and Electric
12/11/2025	0283939	PG&E CFM/PPC DEPARTMENT	\$901,129.41	100 McAllister -Cables - Gas and Electric
12/12/2025	E0083448	Plant Construction Company	\$3,170,949.08	100 McAllister Construction - October 2025
12/19/2025	E0083606	SCELC	\$100,391.84	Library Copies -Oxford U.
12/19/2025	E0083602	Restoration Management Comp	\$108,955.24	Emergency Repair - 198 McAllister
12/19/2025	E0083611	Township Building Services	\$161,526.72	Custodial - December 2025
12/19/2025	E0083584	George S. Hall, Inc.	\$202,463.32	Engineering - November 2025
1/5/2026	ACH2495	Regents of the University of Calif.	\$3,958,074.49	Payroll - October 2025
1/7/2026	0284023	PG&E Company	\$123,670.03	Electric - 198 McAllister - Nov. 2025
1/9/2026	E0084298	Perkins & Will, Inc.	\$333,371.13	100 McAllister Architecture - September - November 2025
1/9/2026	E0084315	Plant Construction Company	\$691,925.31	100 McAllister Construction - November 2025
1/9/2026	E0084309	Urban Alchemy	\$798,038.84	Security (Exterior) - September, October, November 2025
1/9/2026	E0084314	Plant Construction Company	\$2,550,000.00	100 McAllister Construction - November 2025
1/15/2026	ACH2496	Regents of the University of Calif.	\$4,525,220.77	Payroll - November 2025
1/16/2026	E0084362	Regents of the University of Calif.	\$106,409.42	UCPath Debt Service
1/16/2026	E0084346	Carbon Health Technologies, Inc.	\$368,620.20	Student Health Services Fees - Fall 2025
1/23/2026	E0084460	George S. Hall, Inc.	\$199,641.17	Engineering - December 2025

1/28/2026	ACH2497	Regents of the University of Calif.	\$4,338,827.78	Payroll - December 2025
1/30/2026	E0084531	Township Building Services	\$161,526.72	Custodial - January 2026