Chair, Jacqueline Foley, has called a meeting of the Executive Committee on Tuesday, July 25th, 2017 from 2:00 pm – 4:00 pm in Delmy Rodriguez (T-152) of the Cesar Chavez Student Center.

I. Call to order
II. Roll Call
III. Approval of Agenda
IV. Approval of Minutes
V. Announcements (2 minutes each). Please submit literature to Chair when meeting begins.
VI. Public Comment (2 minutes each). Must pertain to jurisdiction of Board. Please observe proper decorum. The board is not required to respond.
VII. Closed Session Pursuant to Education Code 89307 of the California Code to consider the appointment, employment, and evaluation of performance, discipline, or dismissal of an employee.
VIII. Old Business
   No Old Business
IX. New Business
   a. Council/Committee Summer/Fall Membership and Meetings (Discussion Item) - Executive Team
      The Executive Committee will discuss Council/Committee Summer/Fall Membership and meeting times to be brought to the Board of Directors to be possibly approved.
   b. Discussion of the next Board of Directors Agenda (Discussion Item) - Executive Team
      The Executive Committee will discuss the Board of Directors Agenda for July 12th to get input and feedback regarding the business listed.
   c. MWC Operating Agreement (Discussion Item) - Executive Team
      The Executive Committee will discuss the previous Board of Directors MWC Operating Agreement. They will develop a timeline for completion of a new draft for the Board of Directors to consider. The Executive Committee will discuss the previous and current concerns and recommendations to the MWC Operating Agreement.
   d. AS Operating Agreement (Action/Discussion Item) – Interim Executive Director
      The Executive Committee will discuss the current draft of the AS Operating Agreement and possibly approve the draft to be brought to the Board of Directors.
   e. Updates on the hiring of the AS Executive Director and Evaluations (Discussion Item) - VP of Internal Affairs
      The Executive Committee will discuss the process and timeline of hiring the AS Executive Director.
   f. Western Washington University Associated Students Election (Action/Discussion Item) - AS President, VP of University Affairs
      The Executive Committee will discuss and possibly take action on a letter of support in regards to the Western Washington University AS Election, VP of Governmental Affairs who won the election but denied position/pay because of undocumented status.
   g. History of SF State (Discussion Item)
      The Executive Committee will discuss the plans for a mural of SF State’s history for the MWC and also discussing an Ad Hoc working group for SF State History Collage. This group would identify areas of the campus to commemorate SF State’s history. The Board will also discuss SF State’s historian Meredith Eliassen’s proposal for, “How to be a University in a World of
Conflict: Rediscovering and Redefining Who We Are. An initiative to and possibly take action to support the initiative.

X. Adjournment
Chair, Jacqueline Foley, has called a meeting of the Board of Directors on August 9th, 2017 from 2:00 pm - 4:00 pm in Delmy E. Rodriguez (T-152) of the Cesar Chavez Student Center.

I. Call to order
II. Roll Call
III. Approval of Agenda
IV. Approval of Minutes
V. Reports
   President
   VP Internal Affairs
   VP External Affairs
   VP University Affairs
   VP Finance
   VP Facilities and Services
   Corporate Secretary (Vacant)

Administration Report
   VP for Student Affairs & Enrollment Management, Luoluo Hong
   Student Trust Officer, Jesus Garcia

Staff Report
   Interim Executive Director, Aimée Zenzele Barnes

VI. Announcements (2 minutes each). Please submit literature to Chair when meeting begins.

VII. Public Comment (2 minutes each). Must pertain to jurisdiction of Board. Please observe proper decorum. The board is not required to respond.

VIII. Closed Session Pursuant to Education Code 89307 of the California Code for the purpose of the appointment, employment, and evaluation of performance, discipline, or dismissal of an employee.

IX. Old Business

X. New Business
   a. Appointments Policy (Action/Discussion)
      The Board of Directors will discuss and possibly take action on the proposed Appointments Policy.
   b. Grade and Good Standing Policy and Procedures (Action/Discussion)
      The Board of Directors will discuss and possibly take action on the proposed Grade and Good Standing Policy and Procedures.
   c. Ad Hoc Work Group AY 2017-18 Equity & Social Justice Educational Outreach Plan (Action Item) - (AS President, VP Student Affairs & Enrollment Management)
      The Board of Directors will discuss and possibly take action on the following student membership for the Ad hoc Work Group for Equity & Social Justice Educational Outreach Plan developed by the VP of Student Affairs & Enrollment Management.
      Student Representatives:
      GUPS: TBA
      Muslim Student Association: TBA
d. **Academic Senate Faculty Representative to the Associated Students Board of Directors (Action/Discussion)**

The Board of Directors will discuss and possibly take action on the timeline and process for the Faculty Representative to the AS Board of Directors. Academic Senate will meet for the first time on August 21st. They will send out the position and description to all Faculty on campus both 10 year and lecture are eligible. The Academic Senate will open the search and collect the candidates to bring to Associated Students, the AS President will recommend a candidate with the recommendations from Executive Committee. The Board of Directors will then vote on a representative.

e. **Corporate Secretary Job Description/ Application Process (Discussion/Action Item) - (AS President)**

The Board of Directors will discuss and possibly take action on the job description of the Corporate Secretary and the application process. (Job description included)

f. **Mashouf Wellness Center Operating Agreement Staff Discussion (Action Item) - (AS President)**

The Board of Directors will possibly take action on the Mashouf Wellness Center (MWC) operating agreement being tasked to Executive Committee to come up with a document to bring to the Board of Directors to possibly take action on.

g. **Western Washington University Associated Students Election (Action/Discussion Item) - (AS President, VP of University Affairs)**

The Board of Directors will discuss and possibly take action on a letter of support in regards to the Western Washington University AS Election, VP of Governmental Affairs who won the election but denied position/pay because of undocumented status. The SFSU AS Board of Directors will discuss a letter of support for Ana Ramirez to be reappointed to the VP of Governmental Affairs.

h. **VP External Vacancy (Discussion)**

The Board of Directors will discuss the VP External Affairs vacancy and the process of appointment selection.

i. **History of SF State (Action/Discussion)**

The Executive Committee will discuss the plans for a mural of SF State’s history for the MWC and also discussing a Ad Hoc working group for SF State History Collage. This group would identify areas of the campus to commemorate SF State’s history. The Board will also discuss SF State’s historian Meredith Eliassen’s proposal for, “How to be a University in a World of Conflict: Rediscovering and Redefining Who We Are.” A Year of Conversation Initiative and possibly take action to support the initiative.

**XI. Adjournment**
OPERATING AGREEMENT
BETWEEN TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY
AND
ASSOCIATED STUDENTS OF SAN FRANCISCO STATE UNIVERSITY

This agreement is made and entered into by and between the State of California through its Trustees of the California State University by their duly qualified and acting Chancellor (hereinafter called State) and Associated Students of San Francisco State University (hereinafter called Auxiliary). The term of this agreement shall be April 1, 2004 through August 1, 2017, unless sooner terminated as herein provided. This agreement supersedes the agreement between the Trustees and the Auxiliary dated September 12, 1996.

1. PURPOSE

The purpose of this agreement is to set forth the terms and conditions under which Auxiliary may operate as an auxiliary organization pursuant to Chapter 7, Part 55, Division 8, Title 3 (Sections 89900 et seq.) of the Education Code and Subchapter 6, Article 1, Part V (Sections 42400 et seq.) of Title 5 of the California Code of Regulations (CCR). In entering this agreement, Trustees find that certain functions important to the mission of the California State University are more effectively accomplished by the use of an auxiliary organization rather than the usual state procedures.

2. FUNCTION

In consideration of receiving recognition as an official auxiliary organization of the California State University, Auxiliary is hereby authorized, for the period covered by this agreement, to perform the following functions specified in Section 42500, Title 5, CCR:

A. Occupy and operate a child care center (Associated Students’ Early Childhood Education Center);

B. Operate other student body organization programs;

C. Provide supplementary health services;

D. Provide loans, scholarships, grants-in-aid, stipends and related student financial assistance;

E. Receive gifts, bequests, devises, endowments, trusts and similar funds.

Auxiliary further agrees to receive and apply exclusively the funds and properties coming into its possession toward furthering these purposes. Priority of funding shall be
FACILITY LEASE
BETWEEN TRUSTEES AND
SUPPORT SERVICES ORGANIZATION

Whereas the Associated Students of San Francisco State University (ASI) executed and delivered an indenture with First Trust of California, National Association for the issuance of Auxiliary Organization Revenue Bonds for the purpose of constructing a children’s center at San Francisco State University (the Project);

Whereas the Trustees of the California State University as lessor and the Associated Students of San Francisco State University as lessee, executed a Ground Lease for the site of the Project;

Whereas the Associated Students of San Francisco State University as lessor and Franciscan Shops and SFSU Foundation, Inc. as lessees, executed a Site Lease to allow lessees to construct the Project on the site and lease the completed facility back to ASI;

Whereas the Franciscan Shops and SFSU Foundation, Inc. as lessors and ASI as lessee executed a Sublease for the site and Project;

Whereas in accordance with the terms thereof, ASI intends to discharge the obligations of the indenture effective December 11, 2006 ten days after which date the Ground Lease, Site Lease and Sublease will terminate and the real property and all personal property located in or about the real property will vest in the Trustees;

Now Therefore, and pursuant to Section 89046 of the Education Code and Section 42601 of Title 5, California Code of Regulations, the Trustees of The California State University, by their duly qualified and acting officer, hereinafter called Trustees, hereby lease to Associated Students of San Francisco State University, hereinafter called Lessee, and Lessee hires from Trustees those certain premises described as follows:

The facility known as the Associated Students Children’s Center consisting of the building and adjacent grounds as more specifically described in Exhibit A hereto.

Subject to:

1. The use of the property for civil defense purposes or in the event of a State or national emergency.

2. Unanticipated need of Trustees to meet the demands of the educational objectives of the University. The right to the use of any property included in this lease shall cease upon written notice by the President of the campus to Lessee that the property is needed for the exclusive use of Trustees.

I. Term of Lease

The lease is for the term beginning on the 21st day of December, 2006, and ending on the 20th day of December, 2011, unless sooner terminated as herein provided.

CRL:033:03/01/00
II. Use of Premises

Lessees shall operate the Premises solely as an early childhood education center serving San Francisco State University students, faculty and staff.

III. Consideration

In consideration of the covenants contained herein and exclusive of such other payments described in paragraphs VIII and IX below, Lessee shall pay to Trustees the sum of one dollar ($1.00).

IV. Conformance with State Law

During the term of this lease, Lessee shall operate the described premises in conformance with all applicable policies of Trustees and of the campus which are currently in effect or which may be adopted hereafter. Further, Lessee agrees to operate as an Auxiliary Organization in good standing.

Violation of this section shall subject Lessee to termination of this lease unless the violation is corrected within 30 days of written notice from the Trustees.

V. Buildings, Signs, Fixtures, and Equipment

The Premises are leased as is including all buildings, fixtures, signs, and equipment constructed during the term of any pre-existing lease. In addition upon the execution of this Lease the Trustees donate for the permanent use of ASI, and ASI accepts the list of equipment incorporated as Exhibit B.

During the term of the lease, Lessee shall have the right to erect, place, and attach additional buildings, fixtures, signs, and equipment. Plans and working drawings for buildings to be placed upon the leased land shall have prior approval of Trustees. The number, size, and location of signs is subject to prior written approval of the campus President. Fixtures, signs, and equipment so erected, placed, or attached by Lessee after the commencement of this Lease shall become the property of the Trustees and may be removed therefrom by Lessee upon the termination of this lease only with the prior agreement of the Trustees.

VI. Alterations

The leased premises shall not be altered or changed in any manner or respect without the written consent of the campus President or his designee, and changes that may be authorized shall be made under the direction of the President or his designee and at the expense of Lessee. Permanent alterations shall have prior approval of Trustees.
VII. Right of Entry

It is understood and agreed that at any time Trustees and its agents shall have the right to enter the leased premises or any part thereof for the purpose of examination or supervision.

VIII. Charges for Services Provided by the State

Lessee shall reimburse Trustees for expenditures incurred by Trustees as a result of activities of Lessee under the terms of this agreement. This reimbursement shall include but not be limited to utility costs, custodial services, maintenance cost, and supplies. Said reimbursement shall be computed on a simple but equitable basis. The Business Manager, with the approval of the campus President, shall determine and specify such costs and amount thereof, and reimbursement shall be made by Lessee within 30 days of the receipt of a notice of such determination.

IX. Care, Maintenance, and Repair

Care, maintenance, and repair of the leased property shall be provided as follows.

1. Care and Maintenance: Lessee agrees to keep and maintain the leased property in a clean and orderly condition and shall at its own expense, at reasonably frequent intervals, and in a lawful manner dispose of all waste from the leased property.

2. Repairs: Lessee agrees to keep the leased premises in good repair, and shall be responsible for the repair at its sole cost of any damage to the Premises caused by its agents or invitees hereunder. Such repairs shall be performed in a timely manner and commensurate with the standards of maintenance performed by the Lessee.

3. Repair and Replacement Fund: Lessee shall maintain a Repair and Replacement Fund sufficient to cover the cost of routine and extraordinary maintenance items as well as replacement of major building systems and/or to partially defray the cost of building replacement. The amount the Repair and Replacement fund shall be maintained at Four Million Three Hundred Thousand Dollars ($4,300,000.00). In the event the fund shall fall below the specified funding level, Lessee shall make monthly contributions to the fund in an amount no less than One Hundred Ninety Thousand Dollars ($190,000.00) until the fund is restored to the specified level.

X. Insurance

A. Lessee shall maintain in force during the term of this Agreement and all extensions thereof liability insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Lessee, its agents, representatives, employees or subcontractors.
B. Minimum Scope of Insurance
Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
2. Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. "All Risk" Property Insurance with applicable limits for all property that the Lessor has an insurable interest in.

C. Minimum Limits of Insurance
Lessee shall maintain limits no less than:

1. General Liability: $1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: $1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: $1,000,000 per accident for bodily injury or disease.

D. Deductibles and Self-Insured Retentions
Any deductibles or self-insured retentions must be declared to and approved by the Trustees. At the option of the Trustees, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Trustees, its trustees, officers, employees and volunteers; or the Lessee shall provide a financial guarantee satisfactory to the Trustees guaranteeing payment of losses and related investigations, claim administration and defense expenses.

E. Other Insurance Provisions
The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The California State University, San Francisco State University, their trustees, officers, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Lessee; and with respect to liability arising out of work or operations performed by or on behalf of the Lessee including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Lessee's insurance, or as a separate owner's policy.
2. For any claims related to this project, the Lessee’s insurance coverage shall be primary insurance as respects The California State University, San Francisco State University, their trustees, officers, employees, and volunteers. Any insurance or self-insurance maintained by the Campus, its trustees, officers, employees, or volunteers shall be excess of the Lessee’s insurance and shall not contribute with it.

3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days’ prior written notice by certified mail, return receipt requested, has been given to the Trustees.

F. Acceptability of Insurers

Insurance is to be placed with insurers with a current AM. Best’s rating of no less than A+VII.

G. Verification of Coverage
Lessee shall furnish the Trustees with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the Trustees or on other than the Trustees’ forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by the Trustees before work commences. The Trustees reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

H. Subcontractors
Lessee shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

XI. Indemnification

Lessee agrees to indemnify, defend, and save harmless the Trustees and the State of California and their officers, agents, and employees from any and all loss, damage, or liability that may be suffered or incurred which arises out of or is in any way connected with the use of the leased premises herein described by Lessee.

XII. Termination

This lease may be terminated upon any of the following occurrences:

1. Expiration of the lease term set forth in Section II.
2. Violation of Section IV or any other substantial provision of this lease.
3. Administrative necessity as set forth in Section I.
4. Cessation of operations of Lessee.

XIII. Holding Over

Should Lessee hold over after the expiration of the term hereof with the express or implied consent of Trustees, such holding over shall be on a month-to-month basis subject to the terms and conditions of this lease.

XIV. Restoration of Premises

Upon termination of this lease, Trustees shall not have the option to require Lessee, at its own expense and risk, to restore the demised premises to the condition existing prior to the execution of the lease.

XV. Mortgages

Lessee shall not have the right to subject this lease to any mortgage, trust deed, or other security device without the written consent of Trustees.

XVI. Amendments

This lease may not be amended, changed, modified, or altered without the written consent of Trustees.

XVII. Assignment or Sublease

This lease is not assignable by Lessee either in whole or in part, nor shall Lessee sublet the lease premises or any part thereof without written permission of Trustees.

XVIII. Notices

All notice herein required to be given, or which may be given by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid and addressed as herein provided.

Notice to Lessee shall be addressed as follows:

Associated Students of San Francisco State University
Attn: Peter Koo
1600 Holloway Ave.
San Francisco, CA 94132

With a copy to:

San Francisco State University
Auxiliary Business Systems
Attn: Tammie Ridgell, Director
1600 Holloway Ave.
San Francisco, CA 94132

Notice to Trustees shall be addressed to:
San Francisco State University
Attn: Stephen Smith, Director of Procurement
1600 Holloway Ave.
San Francisco, CA 94132

IN WITNESS WHEREOF, this lease/agreement has been executed in quadruplicate by
the parties hereto as of the date first above written.

Executed on 4-19, 2007
Associated Students, Inc.
By
Peter Koo
Executive Director

Executed on 4-23, 2007
Trustees of the California State University
By
Stephen C. Smith
Director of Procurement
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Total Accumulated Depreciation thru 6/30/06 5,580.29

EXHIBIT "B" TO FACILITIES LEASE WITH ASSOCIATED STUDENTS, INC.

Prepared by Auxiliary Business Services