

Management of Anthony Hall by ASUC Student Union Event Services 2017 Agreement

This **Agreement**, dated as of August 11, 2017 (“Effective Date”), is made by and between the **ASUC Student Union** (“ASUC SU”), a campus unit of the Division of Student Affairs at the University of California, Berkeley (“UC Berkeley”) and the **Graduate Assembly** (“GA”), organized within the Associated Students of the University of California (“ASUC”), a nonprofit unincorporated association. The ASUC SU and the GA may be named collectively as the “Parties” in this Agreement.

Recitals

- A. The ASUC is a non-profit, unincorporated association that has been recognized by the University since 1887 as the official student government for all students on the UC Berkeley campus. The GA is organized within the ASUC.
- B. Article V of the ASUC Constitution, Chapter 1601 of the ASUC Bylaws, and subsequent memoranda of understanding between the ASUC and the GA recognize, clarify, and affirm the authority of the GA to represent the specific interests of graduate students at UC Berkeley.
- C. The ASUC SU is a campus unit. The ASUC SU is the successor campus unit to the ASUC Auxiliary. The ASUC Auxiliary assumed administrative control of some functions formerly performed by the ASUC and retained the employees of the ASUC pursuant to the ASUC Commercial Activities Agreement dated March 19, 1998.
- D. § 7.1.2 of the [Commercial Activities and Student Services Agreement, 2014 Revision](#) (“CASSA”) designates Anthony Hall “as a graduate student space to be overseen and governed by the GA.”
- E. § 7.2 of the CASSA notes that the “GA may not directly charge rent for the use of Student Activity Space, but may work with the [ASUC SU] to provide for student organizations and others to pay fees to the [ASUC SU] for the use of such spaces.”
- F. On February 23, 2017, the GA Executive Board adopted a [strategic plan](#) that made “financial sustainability to support programmatic and organizational strategies” a primary objective. This included a goal to “generate new revenue by adding Anthony Hall to the Event Services rental portfolio.”
- G. On May 4, 2017, the GA Delegate Assembly (“GA Delegates”) passed Resolution [1704C](#) “Official position and directed actions in support of adding Anthony Hall to the ASUC Student Union Event Services portfolio of reservable spaces” directing the GA President,

Internal Vice President (“IVP”), and Vice President of Finance (“VPoF”) to engage in good faith negotiations with the ASUC SU to enact the goal of adding Anthony Hall to the Event Service rental portfolio.

Both Parties hereby agree to the following terms:

1. Anthony Hall Management

- a. **Space Management** The GA shall delegate space management authority over Anthony Hall, including reservations and ordinary maintenance and repairs, to ASUC SU Event Services (“Event Services”) for the duration of the term of this Agreement, subject to the limits enumerated herein. Major capital improvement and renewal is subject to the limits enumerated in this agreement, the CASSA, and its subsequent memoranda of understanding.
- b. **Controlling Authority** For as long as Anthony Hall remains a graduate student space, the GA shall be its controlling authority and as such the GA retains final decision-making power over all aspects of the space, including those delegated to the ASUC SU and Event Services, subject to the limits of this Agreement.

2. Anthony Hall Reservations

- a. **Reservation System** Anthony Hall shall be registered in the Event Management System (“EMS”) reservation platform managed by Event Services by August 15, 2017 to allow for reservations solely by graduate student organizations (“GSO”), campus entities, and public entities as outlined in the terms of this Agreement.
- b. **Advance Reservations** To allow sufficient planning time for Event Services, reservations of Anthony Hall shall be made no less than 72 hours in advance. Anthony Hall shall be reservable up to three years from the Effective Date of this Agreement, subject to the limits of the term of this Agreement (see *infra* § 7 “Term”).
- c. **Graduate Student Organizations** Reservations of Anthony Hall shall be complimentary for any elected GA Officer, Project Director, or stipend staff member, and for any graduate student organization (“GSO”) registered with the ASUC SU.
 - i. **Exceptions** GA Officers, Project Directors, or stipend staff members and registered GSOs may not reserve Anthony Hall or otherwise sponsor an event on behalf of another campus or public entity with the sole intent to secure a complimentary reservation, pursuant to the governing policies of the GA and ASUC SU (see *infra* § 4 “Governing Policies”).
Co-sponsorship with other such entities will result in a rate being charged based on the entity’s status as a campus or public entity.
- d. **Campus Entities** Other campus entities may reserve Anthony Hall at the Event Services premium discount rate (see Appendix A “2017-2018 Reservation Rates”), pursuant to the governing policies of the GA, ASUC SU, and campus (see *infra* § 4 “Governing Policies”).

- i. **Exceptions** The GA Executive Board shall maintain a list of “Preferred Campus Partners” which shall receive a fixed number of complimentary reservation hours per fiscal year. The list shall include the name of the partner, primary contact information for the partner, the number of complimentary hours, and the titles of people authorized to make the reservations. The initial list of Preferred Campus Partners is included as Appendix B of this Agreement. This list shall be updated and resubmitted by the GA Executive Board and provided to Event Services prior to the beginning of each semester.
- e. **Public Entities** Public entities may reserve Anthony Hall at the Event Services premium rate (see Appendix A “2017-2018 Reservation Rates”), pursuant to the governing policies of the GA, ASUC SU, and campus (see *infra* § 4 “Governing Policies”).
 - i. **Exceptions** Current graduate students and alumni of UC Berkeley graduate programs shall receive the Event Services premium discount rate when reserving Anthony Hall for personal use. Proof of graduate status must be provided before the premium discount rate can be assessed. To receive this rate, current graduate students must submit a photograph of their Cal ID card to Event Services; alumni must submit a photograph of their diploma or some other form of proof as determined by the GA.
- f. **Other Exceptions** Should Event Services receive a reservation request from a person or organization that does not fall under the explicitly delineated categories above, they shall contact the GA IVP. The discretion to grant or deny such reservations shall remain solely with the Executive Board of the GA.
- g. **Priority Access Rights** The GA reserves priority access to Anthony Hall and the right to schedule events in place of existing reservations from EMS, if the following conditions are met:
 - i. The GA is hosting an event specifically targeting graduate students; and
 - ii. No other comparable space is available to the GA free of charge; and
 - iii. The reserving entity has not paid a reservation deposit; and
 - iv. The GA tenders at least two weeks’ notice to Event Services; and
 - v. The GA Executive Board votes affirmatively to initiate the change.
- h. **Pre-existing Reservations** All reservations made prior to the signing of this Agreement and confirmed by the GA IVP shall be honored and transferred to EMS. A list of such reservations shall be provided to Event Services by the IVP.
- i. **Governing Policy** Reservation of Anthony Hall shall be subject to, at minimum, existing Event Services policies; the GA Charter, Bylaws, and Operational Policies; and campus policies governing events. Reasonable effort shall be made to harmonize ASUC SU, GA, campus, and systemwide policy regarding the use of Anthony Hall. Where policies conflict, GA policy shall control except when in direct conflict with campus or systemwide policy, in which case those policies shall control.

3. The Graduate Lounge

- a. Anthony Hall shall be reserved by the GA for one day each week of the academic year (as defined by the [academic calendar](#) maintained by the Office of the Registrar) as a Graduate Lounge (“Lounge”).
 - i. **Day of the Week** The day of the week reserved for the Lounge shall be Wednesday for the term of this Agreement. Anthony Hall shall never be reserved as the Lounge on a Friday, Saturday, or Sunday
 1. **Changes to the Day of the Week** The Executive Board of the GA reserves the right to evaluate the appropriateness of the day based on Lounge usage data, reservation requests, and surveys of the graduate population. Should both Parties agree that a different day would be more suitable, they may change the day of the week for the upcoming semester no fewer than 60 days before that semester’s official start date. Existing reservations occurring on the new day shall be honored or changed pursuant to § 2(g) “Priority Access Rights.”
 - ii. **Operating Hours** The Lounge shall be open a minimum of nine hours each day, beginning no later than 9am and ending no earlier than 6pm.
 1. The operating hours of the Lounge may be extended at the beginning of a semester by the GA IVP and the ASUC SU Director of Operations or their respective designees. The decision shall be informed by analysis of Lounge usage data compiled by Event Services.
 2. Once extended, the operating hours of the Lounge may be curtailed back to nine hours by the GA IVP and the ASUC SU Director of Operations or their respective designees should Lounge usage data indicate the Lounge is not being used by graduate students at the new times.
 3. The operating hours of the Lounge may be curtailed to fewer than nine hours each day only by a vote of the GA Executive Board in consultation with the ASUC SU Director of Operations or their respective designees, and only upon analysis of Lounge usage data indicating a significant lack of use by graduate students.
- b. **Staffing** The Lounge shall be staffed by no fewer than 1 and no more than 3 Event Services staff members for the duration of the operating hours each day.
 - i. The cost of staffing the Lounge shall be considered overhead for the purposes of calculating the revenue share between the GA and ASUC SU (see *infra* § 6 “Finances”).
 - ii. Whenever possible, ASUC SU Event Services shall attempt to employ graduate students to staff the Lounge, working with the GA Executive Board to draft and disseminate recruitment materials (see *infra* § 5 “Marketing”).

- c. **Marketing** The GA and ASUC SU shall work cooperatively to advertise the availability of the Lounge to new and returning graduate students (see *infra* § 5 “Marketing”).

4. Governing Policies

- a. **ASUC SU** As a part of the ASUC SU portfolio of reservable spaces Anthony Hall use shall be subject to the ASUC SU’s policies governing event services and reservations.
- b. **Graduate Assembly** As a part of the GA’s portfolio of graduate student spaces Anthony Hall use shall be subject to the GA’s Charter, Bylaws, and Operational Policies.
- c. **Campus and UC System** As a campus space owned by the Regents of the University of California, Anthony Hall use shall be subject to the campus’s and UC system’s policies governing space.
- d. **Conflict of Policies** Reasonable effort shall be made to harmonize ASUC SU, GA, campus, and systemwide policy regarding the use of Anthony Hall. Where policies conflict, GA policy shall control except when in direct conflict with campus or systemwide policy, in which case those policies shall control.
- e. **Policy Changes**
 - i. **Notice** ASUC SU and GA agree that any proposed changes to policy that may affect the use of Anthony Hall as outlined in this Agreement shall be shared with the other party with sufficient time for review and comment, but no less than one month in advance of a vote by the controlling unit. ASUC SU policy changes are controlled by the ASUC SU Board of Directors; GA policy changes are controlled by the GA Delegates.
 - ii. **Materiality** A change to ASUC SU or GA policy does not necessarily constitute a material change to the terms of this Agreement. Material changes, as determined by the GA Executive Board, require an amendment to this Agreement (see *infra* § 9 “Amendment”).

5. Marketing

- a. **ASUC SU** As the party most familiar with space rentals, the ASUC SU shall market Anthony Hall as a rental space primarily to campus and public entities through its typical channels.
- b. **Graduate Assembly** As the party most familiar with graduate students and their needs, the GA shall market Anthony Hall as a reservable resource primarily to GSOs registered by the ASUC SU and as the Graduate Lounge to all graduate students through its typical channels.
- c. **Collaboration** Representatives from the ASUC SU and GA shall meet at least once a semester to discuss marketing strategies for Anthony Hall as a reservable space. Neither party shall conduct outreach to the other party’s primary constituencies without consultation and approval by the other party’s representative.

6. Finances

- a. **Revenue Share** ASUC SU shall pay the GA 50% of all net reservation income, with a minimum annual guarantee of \$5,000, payable quarterly. If the minimum annual guarantee has not been met by the end of the fiscal year, the remainder of the guarantee shall be included with the fourth quarterly payment.
 - i. **Net Reservation Income** Net reservation income is defined as gross reservation income less costs associated with Event Services labor and staffing, overhead, and custodial services specific to reservations in Anthony Hall. Net reservation income does not take into account one-time capital expenses born by ASUC SU as stipulated in § 6(d) “Capital Expenses.”
- b. **Quarterly Reporting** ASUC SU shall provide to the GA VPoF a report of gross and net reservation income booked in each quarter of the fiscal year.
- c. **Capital Expenses** One-time capital expenses associated with the use of Anthony Hall as a reservable space, including the purchase of new furnishings, equipment, services, or technology, as well as the labor required to acquire, assemble, or install such purchases, shall be born by the ASUC SU and shall not be deducted from gross reservation income. The ASUC SU will retain ownership and control over all such purchases. The list of expected capital purchases is included in Appendix C “Expected Initial Capital Outlays.”

7. Term

- a. The initial term of this Agreement shall begin on the Effective Date and conclude no later than June 30, 2020.
- b. To maintain a three-year reservation window for ASUC SU Event Services (“Event Services”), the term shall be reviewed annually by the GA Executive Board, which shall, no later than each April GA Delegates meeting, recommend to the Delegates that they either extend the term by an additional year or let the Agreement sunset. Should the GA Delegates elect not to extend the term, Event Services shall cease marketing Anthony Hall as a reservable space and accepting reservations beyond the term.

8. Dispute Resolution

- a. In the case that either party develops a grievance against the other party, or if either party disagrees about the proper interpretation of this Agreement, or if either party develops a concern not addressed in this Agreement, the GA President, ASUC Proxy, ASUC SU Executive Director, and ASUC SU Director of Operations shall meet and reasonable effort shall be made to resolve any such disagreement. Should no resolution be forthcoming, the GA and ASUC SU will identify a satisfactory neutral third party to mediate any resulting disagreement. If no mutually agreeable recourse can be found, the result will be Anthony Hall returning to management by the GA at the conclusion of the proximate semester.

Existing reservations secured with a deposit shall be honored by the GA and revenue shall be split according to § 6(b) "Revenue Share."

9. Amendments

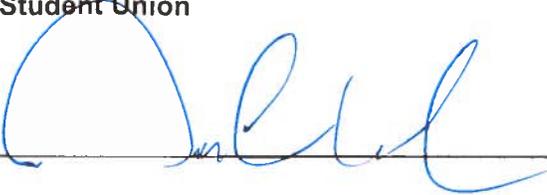
- a. This Agreement may be updated or replaced in the future as deemed necessary by the GA and the ASUC SU. Any such alteration requires the signatures of a Director (or more senior personnel) from ASUC SU and the GA President. Ultimate authority within the GA rests with the GA Delegates, which can direct or overturn any action of the GA President.

10. Primary Contacts

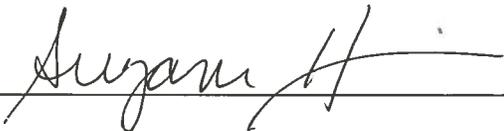
- a. For communications related to Anthony Hall space management, operations, or policy, the primary GA contact shall be the IVP and the primary ASUC SU contact shall be the Director of Operations or their designee.
- b. For communications related to Anthony Hall financials, the primary GA contact shall be the VPoF and the primary ASUC SU contact shall be the relevant Finance Analyst.
- c. For communications related to this Agreement and the general working relationship between the GA and ASUC SU Event Services, the primary GA contact shall be the President and the primary ASUC SU contact shall be the Director of Operations.

In witness whereof, the undersigned parties have executed this Agreement as of the Effective Date first written above:

ASUC Student Union

By:  _____

Daryl Ansel, Executive Director and Associate Dean of Students, ASUC Student Union

By:  _____

Suzanne Halpin, Director of Operations, ASUC Student Union

The Graduate Assembly of the University of California, Berkeley

By:  _____

Kena Hazelwood-Carter, President, Graduate Assembly

By:  _____

Andrew Schwartz, ASUC Proxy and Vice President of Finance, Graduate Assembly

Appendix A
2017-2018 Reservation Rates

Premium Rate (for Public Entities)	Premium Discount Rate (for Campus Entities)
\$1200 / day	\$600 / day

Pricing for 2017-2018 based on a fixed price-per-square-foot using current market rate comparators and may be adjusted by Event Services in future years. Examples of market trends that could increase reservation rates include, but are not limited to: increases in minimum wage, water or electricity usage, labor costs, etc.

**Appendix B
Preferred Campus Partners**

Campus Partner	Contact	# of Hours	Authorized to Reserve
Graduate Division	Larissa Charnsangavej (larissa@berkeley.edu)	25	Dean of the Graduate Division Assistant Dean for Professional Development Graduate Student Life Coordinator Assistant Dean for Graduate Diversity
ASUC SU	Monica Duran (moduran@berkeley.edu)	25	Executive Director of the ASUC SU Director of Finance Director of LEAD Center Director of Marketing Director of Operations

Appendix C
Expected Initial Capital Outlays

Type of Equipment	Quantity	Cost (value if inventorial)
5' Round Wood tables	8 from current inventory	\$195/each
6'x18" Classroom tables	20 from current inventory	\$150
30" Cocktail Rounds	5	\$170
Partition Wall	1	\$1500