

Academy of Art University Update of Institutional Master Plan

March 17, 2016

Community Submission to Planning Commission

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EXHIBITS

MAPS

- Exhibit 1** **Figure 3-2 Existing AAU Campus Sites:**
34 existing sites - 17 residential (red dots) + 17 institutional (blue dots)
- Exhibit 2** **Figure 1 AAU Project & Existing Sites:**
40 AAU sites - 34 existing sites (green dots) and 6 EIR project sites (red dots)
- Exhibit 3** **Figure 3-4 Study Areas and Project Sites:**
12 areas for possible expansion (orange) + 6 Project Sites for EIR (green)
NOTE - Sites deemed "Project" for EIR were acquired after DEIR was
"scoped" & are already used by AAU

Each map is from files on the AAU Environmental Impact Report

- Exhibit 4** **Academy of Art University, Housing License Agreement 2015 - 2016**
Housing for AAU students - claims exemption from rent control ordinance, no
rights as tenant
- Exhibit 5** **Black Arts: The \$800 Million Family Selling Art Degrees and False Hopes**
Article on AAU, Forbes Magazine September 7, 2015 (+ on-line 8/19/15)
- How a For-Profit University Flouts San Francisco's Land Use Laws**
Forbes Magazine on-line 8/19/15



ACADEMY OF ART UNIVERSITY EIR
 FIGURE 3-2: EXISTING AAU CAMPUS SITES

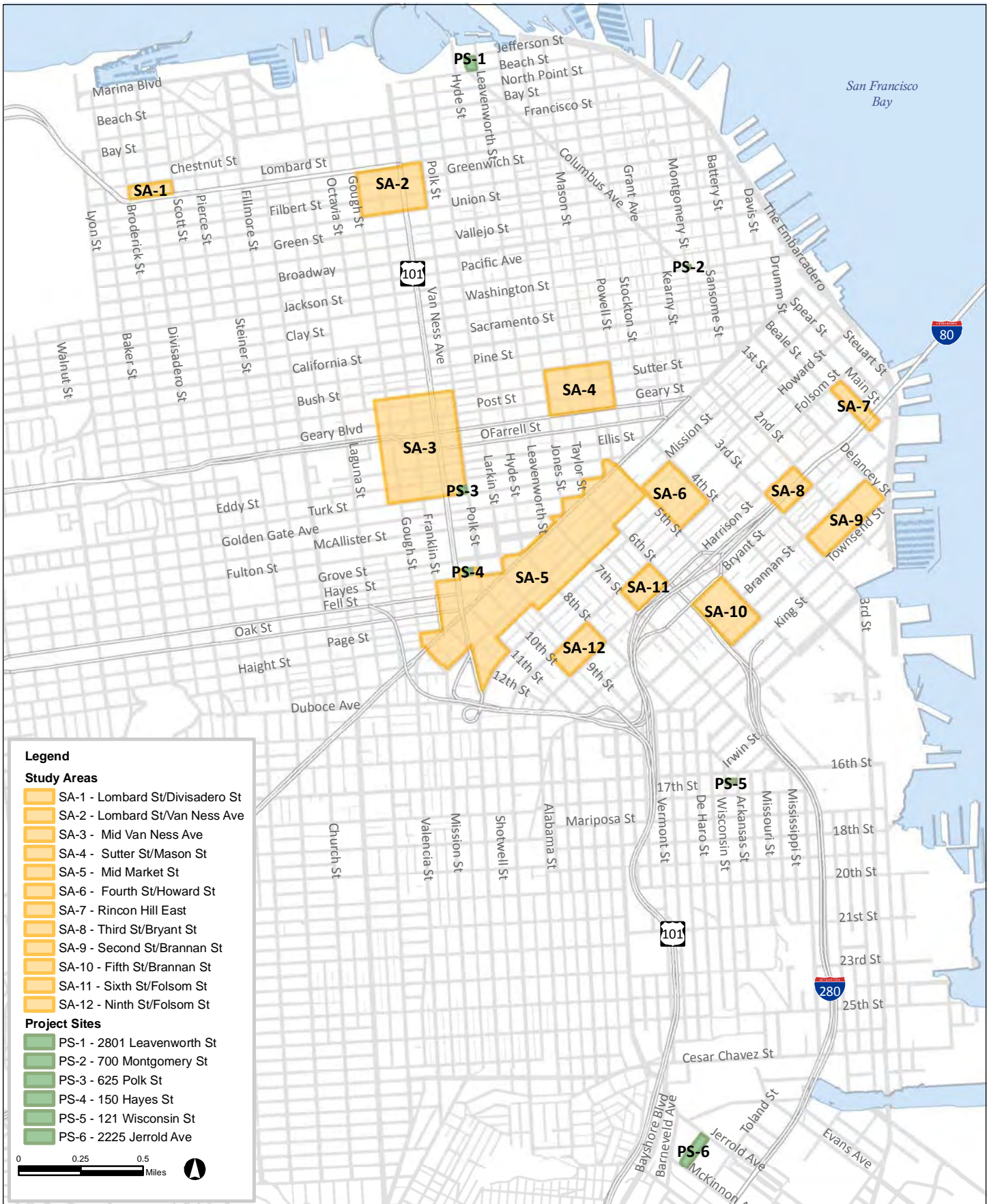
Administrative Draft - Subject to Revision

AAU Project & Existing Sites - Figure 1



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SOURCE: AAU, 2013; Atkins, 2013.

ACADEMY OF ART UNIVERSITY EIR
FIGURE 3-4: STUDY AREAS AND PROJECT SITES



Housing License Agreement 2015 – 2016

INTRODUCTION

Academy of Art University Housing system includes any living accommodations owned or leased by the University which provides housing each term to eligible students. All students must conduct themselves in a manner consistent with the University's expectations, as stated in the Student Code of Conduct, this Housing License Agreement, and any and all other applicable University policies, procedures, supplemental agreements, rules and regulations.

Academy of Art University campus housing program is managed by Century Campus Housing Management L.P. dba Campus Living Villages (the "Manager"), 1001 Fannin, Suite 1350, Houston, Texas 77002, (713) 871-5100., <http://www.campuslivingvillages.com/>.

PART I: ACADEMIC TERM OF LICENSE

The term of this license is for the Fall 2015 and Spring 2016 semesters – **one FULL academic year**. Move-in dates and the start of classes are published by the University in advance and available on the University's website at www.academyart.edu.

- Any student enrolled at the University who has signed this license will be held financially liable for their residence hall assignment for the entire term indicated in this contract.
- Any student who has picked up his or her room and/or building keys at any time during the Fall 2015 or Spring 2016 semesters will be held financially liable for his or her residence hall assignment for the entire term indicated in this contract. Residence hall buildings open and close on the University's published opening and closing dates.

PART II: TERMS AND CONDITIONS

- A.)** This Housing License Agreement (the "Agreement") is entered into between the individual student named on this Agreement (the "Student") and Academy of Art University (the "University").
- B.)** This Agreement is for **BOTH** the Fall and Spring semesters of the 2015 - 2016 academic year. Residence hall services, including access to the assigned room, begin on the designated opening day and end within 24 hours after the Student's last final exam, but no later than 12:00 p.m. on the published last final exam day at the University. The bed space and/or room and dining service under the license provided by this Agreement may not be sold, loaned, assigned, subleased, or transferred to any other person. This Agreement will not be accepted or processed unless the student is accepted to the University.
- C.) ELIGIBILITY:** Housing is provided only to students enrolled full-time and onsite as determined by the Office of the Registrar. Part-time and/or non-degree students are not eligible to live in campus housing unless permission is granted by the Director of Housing or his/her designee. A student who withdraws from the University, is academically dismissed, or who is dismissed for disciplinary reasons must vacate housing within 24 hours of written notice to terminate Student's license under this Agreement.
- D.) LICENSE:** This Agreement grants Student permission to use a bed space within a University residence hall during the Fall and Spring semesters of the 2015 – 2016 academic year, on the applicable start and end dates determined by the University. It is understood and agreed by Student and the University that this Agreement is a license and not a lease, and that no lease nor any other interest or estate in real property is created by this Agreement; nor are there any covenants, express or implied, such as a covenant for quiet enjoyment, created by this Agreement that are not otherwise expressly contained in this Agreement. Student is further informed and acknowledges that his or her room, which includes a room, apartment, and/or suite, does not constitute a Rental Unit as defined by the San Francisco Rent Stabilization and Arbitration Ordinance ("Rent Ordinance") or the regulations promulgated pursuant to the Rent Ordinance (San Francisco Administrative Code Section 37.2(r)(3) states that "rental units" shall not include housing accommodations in dormitories owned and operated by an institution of higher education). As such, the University may terminate the Student's license to use the room upon 24-hours written notice to Student under the terms of this Agreement and without alleging just cause under the Rent Ordinance. Any necessary eviction action shall be brought pursuant to Code of Civil Procedure Section 1161(1).
- E.) NO LANDLORD/TENANT RELATIONSHIP:** Student acknowledges that this Agreement is intended to create a license to use the residence and dining services provided by this Agreement and that this Agreement does not to create a landlord and tenant relationship. Student hereby acknowledges that he/she does not possess any rights as a tenant hereunder and hereby waives any rights of a tenant under federal, state, or local landlord/tenant laws, and waives any and all notices that a landlord would otherwise be required to provide a tenant to terminate any such tenancy. The sole right of Student to

use an assigned room and use residence and dining services shall be based upon the revocable license granted under this Agreement.

F.) USE OF RESIDENCE HALLS:

1. Generally, residence halls remain open during Thanksgiving and spring breaks and close during winter & summer breaks. Intersession housing is available during semester break periods. If Student requires intersession housing during winter break, he or she must file an intersession request form, be approved by the University's Department of Housing, and pay intersession fees. Acceptable reasons for an intersession housing request include: international student with travel restrictions, intercollegiate athlete whose sport is competing during the intersession, enrollment in intersession classes or extenuating circumstances. Student will be required to provide documentation in support of the intersession housing request. This Agreement does not allow the use of a room during the University's summer period unless the summer period is specifically included in the "Academic Term of License" section above.
2. Student must vacate his or her room at the close of the academic year in accordance with the University's published schedules. All personal property of Student must be removed from all residential areas by 12:00 p.m. on the day of check-out.
3. **Check-In/Check-Out:** Check-in and check-out procedures include completing all appropriate paperwork (including the Room Condition Form) within 48 hours of moving in and pick up or return of keys. Student may not check in earlier than the designated check-in date for the Fall or Spring semesters. Early or late check-in or late check-out may result in financial penalties. When Student is checking out, he or she must remove all personal items and rubbish from his or her room (see "Abandonment" under Section CP.19 below), leave the room clean, and have a University staff member inspect the room and collect keys before departure. Students will be billed for excess cleaning, removal of personal property, and loss of or damage to University property. Failure to follow these procedures may result in disciplinary action by the University.
4. **Condition of Premises:** Within 48 hours after move-in, Student must report to the University in writing any existing defects or damages to Student's room; otherwise, the room, including all fixtures, appliances and furniture therein, if any, will be considered to be in a clean, safe and good working condition and Student will be responsible for defects or damages that may have occurred before he/she used the room. Except for any existing defects or damages reported by Student to the University in writing, Student accepts the room, including all fixtures, appliances, and furniture therein, if any, in their "as-is" condition, with all faults and imperfections. The University makes no express warranties, and disclaims any and all implied warranties, with regard to the premises, room, fixtures, appliances, and furniture.
5. **Early Move-Out:** Students who move out before the ending date will be financially responsible for the Agreement until the published ending date unless there is an "acceptable reason" for early move out as specified under section "Acceptable Reasons for Cancellation" below. Student must notify Housing staff before he or she moves out and must coordinate a check-out time with Housing staff.

G.) RATES: Room and meal plan rates are set by the University and subject to change. The actual amount due from Student is based upon the type of room as specified in published rate sheets. Payment is due upon the published due date on or before the license start date applicable to each semester and in full prior to moving in. This section shall survive termination of this Agreement.

H.) USE OF DEPOSIT: The deposit submitted with the Agreement is \$500. This \$500 deposit is applied as a \$350 refundable security deposit and a ***\$75 per semester, non-refundable, mandatory building maintenance fee***. If it is determined that Student is responsible for room or common area damages and/or cleaning fees, the deposit will be applied to those charges at the time the charges are assessed. It is the sole responsibility of Student to maintain a minimum of \$500 in the Student's deposit account at the beginning of the fall semester and \$250 at the beginning of the spring and summer semesters, even if that requires additional funds to be deposited during the term of this Agreement. All new students are required to pay the initial \$500 security deposit. If the University approves or grants a deferral of the deposit at the time of application, Student remains liable for the payment of the deposit in accordance with this Agreement.

I.) EXPIRATION, REVOCATION, AND CANCELLATION OF LICENSE:

This is a legally binding contract. By signing this Agreement, Student assumes responsibility for the terms and conditions outlined herein. This Agreement is effective on the start date. All charges will continue unless or until the University agrees, in writing, to terminate the Agreement. This section shall survive termination of this Agreement.

- **CANCELLATION OF AGREEMENT BY STUDENT PRIOR TO START DATE:** If Student fails to cancel in writing prior to the cancellation deadlines set forth below, he or she will be held to the full terms of the Agreement, including liability for full payment of fees for both Fall and Spring semesters, regardless of whether Student is enrolled in classes at the University.
- **ACCEPTABLE REASONS FOR CANCELLATION:** Student may only cancel this Agreement after the starting date if Student meets the acceptable reasons for an early check-out and receives an approved written release by the University from the Agreement. Acceptable reasons include: early graduation after Fall semester, marriage or

domestic partnership (occurring after residence hall opening), extreme financial hardship, extenuating medical circumstances, academic internship, or student-for-student exchange. Supporting documentation will be required. Release approval will be based on the University's sole discretion.

- **OTHER CANCELLATIONS OF AGREEMENT BY STUDENT:** Unless otherwise noted in this Agreement, Student may not cancel this Agreement for divorce, loss of roommate, non-extenuating medical circumstances, or any other reason other than death, unless agreed to in writing by the University. Student may have special statutory rights to cancel the Agreement early in certain situations involving family violence or military deployment or transfer. If Student is a member of the Armed Forces on active duty and receives a change-of-station orders to permanently leave the local area; is relieved from active military duty; or is a national guard or reservist called to active duty, then Student may cancel this Agreement by giving written notice to the University and providing a copy of the official orders.
 - **CANCELLATION CHARGES:** If Student cancels, but not due to one of the acceptable reasons specified above, he or she will incur charges for breaching the Agreement. Charges are calculated based on the daily room rate for the assigned room and are charged for the number of days spent at the University prior to cancellation and/or move-out, whichever occurs first. Any refunds due to Student will be processed. Total charges will not exceed the semester room rate. If Student fails to meet the approved and acceptable reason for early move-out, he/she is responsible to pay charges until the ending date of the Agreement, and all amounts due will be immediately accelerated.
 - **CANCELLATION DEADLINES: FALL SEMESTER:** Student may cancel this Agreement without additional financial penalty if he/she notifies the University's Department of Housing in writing by **WEDNESDAY, JULY 1, 2015**. A Student who cancels this Agreement after **WEDNESDAY, JULY 1, 2015** or after submission, but before the start date of this Agreement, will be charged a \$500 cancellation fee. The deposit will be applied to the \$500 cancellation fee.
 - **CANCELLATION DEADLINES: SPRING SEMESTER:** Students *new to housing* in the spring semester may cancel this Agreement without additional financial penalty if he/she notifies the Department of Housing in writing ten (10) days from the date of this Agreement. If Student cancels after the ten (10) day period or after submission but before the start date of this Agreement, he/she will be charged a \$500 cancellation fee.
- **PETITION OF RELEASE AFTER AGREEMENT START DATE:** If Student has completed this Agreement and has begun using his/her room, but wishes to cancel for the upcoming semester and/or academic year, he/she may submit a **Petition of Release** form to the University's Housing Department. If the University's Housing Department is able offer Student a release from this Agreement, Student will be required to forego his or her remaining deposit. If the Housing Department is unable to approve Student's Petition of Release, then Student will continue to be held financially responsible for all housing charges for the entirety of this Agreement.
- **LICENSE TERMINATION BY UNIVERSITY:** The University may, at the University's sole discretion, terminate Student's license to use Student's room upon 24-hours written notice to Student. The University shall terminate Student's license for the following reasons: if Student fails to maintain full-time enrollment status at the University, withdraws from the University, is academically dismissed, is dismissed for disciplinary reasons, violates any term of this Agreement, violates the Student Code of Conduct, or violates any other applicable University policies, procedures, supplement agreement, or rules or regulations. If the University revokes the license granted under this Agreement for these defined reasons, Student will be held responsible for the full charges due under this Agreement. If Student has had his/her license revoked, he/she will no longer be permitted in any of the housing facilities owned or leased by the University.

A Student who is granted early release from the Agreement for any reason or whose license has been revoked by the University will forfeit their \$500 deposit. The University reserves the right to apply the \$500 deposit to any outstanding tuition or fee balances before initiating collection proceedings.

- J.) **REFUND POLICY:** No refund of the charges due under this Agreement will be given to Student for any reason after the start date. If Student vacates his/her room without written approval, is released due to disciplinary actions(s), is academically dismissed, is dismissed due to outstanding debts owed to the University, or withdraws voluntarily from the University, he/she will not be reimbursed.
- K.) **COSTS AND FEES:** In the event the University brings an action against Student because of his or her violation of this Agreement, the University may recover all costs or fees involved, including reasonable attorneys' fees, as part of any judgment. This section shall survive termination of this Agreement.
- L.) **ROOM ASSIGNMENTS:** This Agreement provides Student with a bed space in campus housing or University-sponsored housing only; it does not guarantee a specific building, room, rate, number of roommates, or choice of roommate(s).

Student is informed and acknowledges that this Agreement does not grant Student exclusive use of any room, or portion thereof, and that the University, its employees, and agents reserve the right to enter any room at any time (see "Right of Entry/Inspection" under Section CP.18 below). The University reserves the right to change room assignments, assign a new roommate, or reassign a current Student to any available bed space at any time, and/or consolidate vacancies in the interest of health, occupancy, or for general welfare, in which event Student's account will be credited or charged the difference in room rate.

- **Room Changes:** Requests for room assignment changes will not be accepted during the first ten (10) days of each semester. Thereafter, Student must submit requests for assignment changes in writing to the University's Housing Department. Every attempt will be made to honor requests; however, no guarantees can be made.
- **Space Usage:** Any behavior(s) by Student that infringes upon the rights or space usage of room/apartment/suite-mates is strictly prohibited and will result in disciplinary action. In addition, if such behavior(s) result in the use by Student of additional space or a private room, Student may be charged for such additional space.

M.) DISABILITY/HEALTH RELATED ACCOMMODATIONS: If Student is requesting disability/health related accommodations, he/she must contact the University's Department of Housing at (415) 618-6335 to discuss requests and required documentation. Individual requests will be reviewed on a case-by-case basis. If Student is approved for such an accommodation, all terms and conditions of this Agreement will apply unless specifically stated otherwise in writing by the University.

N.) ROOMMATE ASSIGNMENT: If Student does not match with a roommate through the self-assignment process, a person comparable to Student's gender and age group will have the ability to assign himself or herself to Student's same room or apartment, or will be assigned by the University's Housing Department.

- **Self-Assignment Period:** During the designated Self-Assignment period, assignments and meal plans are completed by Student utilizing the Self-Assignment process which allows students to apply for a room, pay the full \$500 housing deposit, and select a room assignment online. Although a prospective Student may apply for a room up to a year in advance of the anticipated start date, the Self-Assignment process for the upcoming fall semester opens in late spring or early summer. Students who are new for the spring semester will be able to utilize the Self-Assignment process beginning in late fall or early spring. All students who have a completed this Agreement and who have paid the \$500 security deposit will receive an e-mail informing them of the dates and instructions for the Self-Assignment process.
- **Manual Assignments:** After the designated Self-Assignment period, room assignments and meal plans are completed by the University's Housing staff.

O.) DINING & MEAL PLANS: Meal plans are available to all students residing in campus housing. If Student is assigned to any of the following buildings, he/she is required to have a meal plan and will be required to select a meal plan during the Self-Assignment process or will be automatically billed for the Platinum Meal Plan if the Self-Assignment process has ended: International House (860 Sutter Street), Commodore (825 Sutter Street), Howard Brodie (655 Sutter Street), Auguste Rodin (1055 Pine Street), Clara Gil Stephens (620 Sutter Street). If Student chooses a meal plan, but does not live in a building requiring a meal plan, he/she may cancel or change his/her meal plan only until the University's published cancellation deadline at the beginning of each semester.

P.) UTILITIES AND SERVICES: The University shall pay for water, trash, electricity, Internet, and gas for Student's room. However, the University may, in its discretion, pass on to Student any charges for excessive use of the aforementioned utilities. The University may provide one or more telephone jacks on the premises, but Student shall be responsible for securing and paying for telephone service.

Q.) EMERGENCY CONTACTS: Student must provide emergency contact information for an individual or individuals who the University's Housing staff may contact in the event of an emergency or as the University Housing staff deems necessary, including if the University's Housing staff has been unable to contact Student for more than twenty-four (24) hours. The designated emergency contact individual should be a parent, guardian, or relative, when possible.

R.) HEALTH INSURANCE: The University requires that all students have health insurance coverage. If Student fails to report his or her health insurance information prior to move-in, Student will be required to purchase student health insurance. The University is not responsible for costs resulting from Student's wellness care expenses including hospital stays and/or ambulance transportation. **In incidences where Student's health has the potential to put other students at risk, the University retains the right to restrict Student's access to any residential areas until Student provides a written statement from a medical professional that Student's condition is not contagious or a danger to himself or herself or any members of the community.**

S.) NON WAIVER: The waiver of any breach of a term or condition of this Agreement shall not constitute a waiver of any subsequent breach.

PART III – COMMUNITY POLICIES

The University expects students to display honesty, integrity, and professionalism in every aspect of their behavior and work at the University. The University expects students to be mindful of their audience as they innovate through their art. Students are expected to respect themselves, other members of the University community, and the institution itself.

Students must follow all standards of conduct in these Community Policies, the University's Code of Conduct and this Agreement. Student is responsible for understanding and abiding by these policies, rules and regulations. Should Student choose to disregard any of the stated policies and/or guidelines of Student's community, elements of the Student Conduct Process may be exercised to hold Student accountable for his or her actions. In addition, Student is responsible for informing his/her guests of each policy and will be held accountable for guests' actions.

Failure to comply with community policies may lead to consequences such as but not limited to: educational assignments, housing probation, fine, restitution, revocation or termination of the license granted by this Agreement to use University campus housing. Administrative review of sanctions from a student conduct hearing is permitted and must first be addressed in writing to the University's Director of Housing (or designee). If Student is dissatisfied with this decision, a written appeal may be forwarded by mail to the Manager, Campus Living Villages, 1001 Fannin St., Suite 1350, Houston, Texas, 77002.

SAFETY & SECURITY

It is not possible the University or for the Manager to ensure "safety" or "security." The University's Department of Campus Safety & Security (CSS) provides safety services for the University's Campus Housing from time to time at their sole discretion. However, Student should not assume their presence. Student must promptly report any incident of theft, vandalism, or unsafe conditions to Academy of Art University CSS and the Housing Department. Please call the University CSS at (415) 618-3896 for non-emergencies or 911 to report any criminal activity.

The University's CCS provides an escort service each evening for persons who may be walking alone on campus. Please utilize this service by calling (415) 618-3896 or walk with a friend after hours. In accordance with the Crime Awareness and Campus Security Act of 1990, the University publishes crime statistics each year. The University cooperates with CSS in reporting crime information to make accurate statistics available.

Personal Security Awareness

No security system is fail-safe. Even the best security system cannot prevent crime. Always proceed as if any security systems don't exist because they are subject to malfunction, tampering, and human error. The University disclaims any express or implied warranties of security. The best safety measures are the ones Student would perform as a matter of common sense and habit.

Safety Tips

- Lock doors and windows, even while inside.
- Do not put identifying information, such as name, address, or phone number on your key ring.
- Dial 911 for emergencies. If an emergency arises call the appropriate governmental authorities first, and then call Campus Safety & Security.
- Mark or engrave identification on valuable personal property.
- Inform roommates of activities and expected return time.
- Do not walk alone at night.

CP.1) ALCOHOL: The possession, consumption, sale or manufacture of alcohol, regardless of resident and/or guest age is strictly prohibited in any University facilities (leased or owned). This includes being under the influence of alcohol. The possession of alcohol paraphernalia (packaging, "trophy bottles," empty bottles/cans, shot glasses, drinking funnels, etc.) also is prohibited. This includes items that are used or could be used in connection with drinking games or the rapid, mass, or otherwise dangerous consumption of alcohol of any type. If the University finds such items in Student's room, he/she may be subject to disciplinary action. The sale, manufacture, or dissemination of alcohol is strictly prohibited.

CP.2) DRUGS & ILLEGAL CONTROLLED SUBSTANCES: Federal law and University policy prohibit the use, possession, sale, manufacture, or distribution of illegal drugs and/or paraphernalia. This policy also applies to medical marijuana to the extent permitted by law, regardless of whether the user possesses a valid California medical marijuana card. Marijuana is classified as an illegal drug under the federal Controlled Substances Act (21 U.S.C. § 801 *et seq.*), and possession of any amount is punishable under federal law by imprisonment for up to a year and/or a minimum fine of \$1,000. In addition, the possession, sale, manufacture, use, or distribution of prescription drugs by a student to whom the medication was not prescribed is prohibited and will result in disciplinary action.

CP.3) WEAPONS: The University's Code of Conduct prohibits explosives (including fireworks), firearms, and/or weapons of any type in University campus housing, residents' rooms, or on campus grounds. Bringing firearms, weapons, and/or ammunition into University Campus Housing or storing them in Student's rooms or anywhere else may be grounds for the immediate termination of this Agreement, sanctions under the University's Code of Conduct, and criminal prosecution under California Penal Code section 626.9, punishable by imprisonment up to four years. For the purpose of the University's Housing policy, weapons may further include, but are not limited to, any daggers, knives having a blade longer than 4 inches (except over the counter silverware with

blades designed and used for eating and food preparation purposes), folding knives with a blade that locks into place, ice picks, razors with an unguarded blade, tasers, stun guns, paint guns, air guns, CO2 pressure guns, martial arts weapons, archery equipment, mace, laser pointers, tear gas, BB guns, and sling shots, toy, "fake" or "replica" guns or water guns.

CP.4) BEHAVIOR(S): Student is prohibited from engaging in any of the following behaviors: conduct in or about any residence halls that poses a threat to the health or safety of themselves, others, or property; behavior that interferes with the rights or well-being of others; or personal actions that violate any provision of this contract, or any rule, regulation, or policy of the University, or any applicable law. The University may immediately terminate the Agreement if Student threatens to harm himself or herself or threatens to harm another person. In addition, a student establishes an unacceptable pattern of misconduct when he or she is frequently in trouble, even where the individual offenses are minor. A pattern of recalcitrance, irresponsible conduct, or manifest immaturity may be interpreted as a significant disciplinary problem and may result in termination of this Agreement at the University's sole discretion, with 24-hours written notice to Student pursuant to the terms of this Agreement.

CP.5) SEXUAL HARASSMENT: Sexual harassment toward a student arises where another student/staff member:

- Explicitly or implicitly conditions a student's participation in an education program or activity or bases an educational decision on the student's submission to unwelcome sexual advances, request for sexual favors, or other verbal, nonverbal, or physical conduct of a sexual nature; or
- Engages in sexually harassing conduct (that can include unwelcome sexual advances, requests for sexual favors, and other verbal, nonverbal, or physical conduct of a sexual nature) that is sufficiently severe, persistent, and/or pervasive to limit a student's ability to participate in or benefit from an education program or activity, or to create a hostile or abusive educational environment. Examples include, but are not limited to:
 - Unwelcome sexual advances – whether or not they involve physical touching.
 - Sexual epithets, jokes, written or oral references to sexual conduct, gossip regarding one's sex life, comment on an individual's body, or comment about an individual's sexual activity, deficiencies or prowess.
 - Displaying sexually suggestive objects, pictures, or cartoons.
 - Unwelcome leering, whistling, brushing against the body, sexual gestures, or suggesting or insulting comments.
 - Inquiries into one's sexual experiences.
 - Discussion of one's sexual activities.

CP. 6) SEX DISCRIMINATION AND SEXUAL MISCONDUCT: Members of the University community, guests, and visitors, have the right to be free from discrimination on the basis of sex. Sexual misconduct is prohibited, and includes non-consensual sexual intercourse, non-consensual sexual contact, sexual exploitation, sexual harassment, stalking, dating violence, and domestic violence. Policy definitions:

- Effective consent – Effective consent is informed, knowing and voluntary, and mutually understandable words or actions that indicate a willingness to participate in mutually agreed-upon sexual activity. Effective consent can never be given by minors, mentally disabled persons, or those who are incapacitated as a result of alcohol or other drug consumption (voluntary or involuntary) or those who are unconscious, unaware or otherwise physically helpless. Consent obtained as a result of physical force, threats, intimidating behavior, duress, or coercion is not effective consent. A person who knows or reasonably should have known that another person is incapacitated may not engage in sexual activity with that person. Incapacitation is a state where one cannot make a rational, reasonable decision because they lack the ability to understand the who, what, when, where, why or how of their sexual interaction.
- Non-Consensual Sexual Intercourse – Any sexual penetration (anal, oral or vaginal), however slight, with any part of one's body or any object by a man or woman upon a man or woman without effective consent.
- Non-Consensual Sexual Contact – Any intentional sexual touching, however slight, with any part of one's body or any object by a man or woman upon a man or woman without effective consent. Any disrobing of another or exposure to another by a man or woman without effective consent.
- Sexual Exploitation – Taking sexual advantage of another person without effective consent. Examples include, but are not limited to, causing or attempting to cause the incapacitation of another person through ingestion or use of drugs or alcohol or otherwise; causing the prostitution of another person; electronically recording, photographing, or transmitting intimate sexual utterances, sounds or images of another person; allowing third parties to observe sexual acts; engaging in voyeurism; distributing intimate or sexual information about another person; and/or knowingly transmitting a sexually transmitted infection, including, but not limited to, HIV, to another person.
- Stalking – "Stalking" refers to engaging in a course of conduct directed at a specific person that would cause a reasonable person to fear for the person's safety or the safety of others; or suffer substantial emotional distress. For the purpose of this definition means two or more acts, including, but not limited to, acts in which the stalker directly, indirectly, or through third parties, by any action, method, device, or means follows, monitors, observes, surveys, threatens, or communicates to or about, a person, or interferes with a person's property. Substantial emotional distress means significant mental suffering or anguish that may, but does not necessarily, require medical or other professional treatment or counseling.
- Dating Violence - "Dating Violence" refers to violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim, the existence of such a relationship shall be determined based on the reporting party's statement and with consideration of the length of the relationship, the type of relationship, and the frequency of interaction between the persons involved in the relationship. For the purpose of this definition, dating

violence includes, but is not limited to, sexual or physical abuse or the threat of such abuse. Dating violence does not include acts covered under the definition of domestic violence.

- **Domestic Violence** - "Domestic Violence" refers to a felony or misdemeanor crime of violence committed by a current or former spouse or intimate partner of the victim; by a person with whom the victim shares a child in common; by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner; by a person similarly situated to a spouse or the victim under the domestic or family violence laws of the jurisdiction in which the crime of violence occurred; or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws or the jurisdiction in which the crime of violence occurred.

Student must review the University's Student and Academic Policies, and in particular the University's policies regarding sexual violence and misconduct under "Prohibited Conduct," "Definitions and Descriptions of Key Terms," "Violations of Law and Disciplinary Regulations," and "University Disciplinary Procedure."

Student may be accountable to both criminal and civil authorities and to the University for acts that constitute violations of the law and of the University's Student Code of Conduct. Disciplinary action at the University may proceed pursuant to the University's Disciplinary Procedures despite any pending criminal proceedings and will not be subject to challenge on the grounds that criminal charges involving the same incident have been dismissed or reduced.

CP.7) HARASSMENT: Members of the University community, guests and visitors, have the right to be free from Harassment, which is prohibited. "Harassment" includes, but is not limited to, written, verbal, psychological or physical abuse, sexual suggestions or acts, or false accusations.

CP.8) PROHIBITED ITEMS: The following items are prohibited in University housing: water beds, lofted beds, microwave ovens, television/radio antennae placed outside the room/exterior of the building or adjacent grounds, weapons (as specified under "Weapons" under Section CP.3 above), CO2 hazardous chemicals, gasoline, candles (with or without a wick), incense, illegal drugs (see Section CP.2 above), drug paraphernalia, hookahs, bongos or other smoking devices, alcoholic beverages, alcohol containers/bottles/cans, automobiles, or vehicles of any kind (or parts, repair tools), accessories for any vehicle, air conditioners, dart boards, halogen lamps, sun lamps, space heaters without a safety feature, weight lifting equipment, and live holiday decorations (including string lights), and inflatable pools. The University reserves the right to determine that an item not mentioned above is prohibited, and to remove or confiscate any and all prohibited items. The University claims no responsibility for confiscated items. Approved appliances must be UL (Underwriters Laboratories) approved. Only power strips equipped with circuit breakers, surge suppression, and a construction grade cord with a grounded third prong may be used in Student's room.

CP.9) NOISE: Quiet hours are established to promote an atmosphere conducive to studying and sleeping. Quiet hours are designated as follows, 10:00 p.m. to 9:00 a.m., Sunday to Thursday and from midnight to 9:00 a.m. on Friday & Saturday. During this time, Student is expected to: (a) ensure that noise cannot be heard beyond the confines of his/her room, (b) keep doors closed when entertaining his/her guests and (c) remain quiet in common areas of the building. Noise and/or music are not to be heard outside windows or in the hallway at any time, night or day. While there are standard quiet hour guidelines, courtesy hours are in effect 24 hours per day and require that all sound be kept to a reasonable level without disturbance to other members of the community. Student is expected to communicate with his/her neighbors if noise is too loud. Additionally, quiet hours are recognized on a 24-hour basis during final exam periods.

CP.10) FIRE SAFETY: Student is expected to observe fire safety policies and procedures. Misuse (including, but not limited to, false alarms) or damage to fire/emergency equipment (such as fire pull boxes, fire extinguishers, fire doors, fire strobe lighting, fire hoses, smoke detectors and sprinkler systems) is strictly prohibited and will result in disciplinary and/or criminal action as permitted by law. Activating false alarms or tampering with or disabling fire equipment is a misdemeanor in the State of California, punishable by up to a year in county jail and/or a fine not exceeding \$1,000. Student is not to hang anything from sprinkler heads. Damage to sprinkler heads may result in flood damage for which Student will be responsible. If a fire alarm sounds, ALL students must exit the facility at the nearest emergency exit. Student will be held responsible for alarms resulting from smoke or fire as he/she prepares food in kitchen areas. Student must closely monitor food preparation areas at all times while cooking. Participating in any act, which results in a false fire alarm, setting fires or tampering with fire safety equipment, may result in termination of this license by the University, at the University's sole discretion, with 24-hours written notice to Student pursuant to this Agreement; removal from housing; suspension; and/or expulsion from the University.

CP.11) SALES & SOLICITATION: Commercial activity, solicitations or advertisements (written signs or e-mail messages) are not permitted in the residence halls unless permission has been granted by the University's Department of Housing. Student is prohibited from operating any business or commercial venture out of his/her room. In the case of fundraising events recognized by the University's campus organizations, approval may be obtained through the University. Announcements and publicity items for residence hall bulletin boards must be submitted to the University and approved prior to posting.

CP.12) NON-LIABILITY FOR STUDENT PROPERTY: The University and the Manager shall not be held liable for any damage to, destruction of, malfunction, failure, loss, or theft of any property belonging to, or in the custody of, Student from any cause whatsoever, nor for the failure or interruption of utilities or appliances, whether such loss occurs in Student's room or other areas.

The University does not carry insurance covering personal property. Student is advised to carry property insurance in the event of damage or loss.

CP.13) DAMAGE, THEFT, & VANDALISM: Each Student will be held accountable for any damages, thefts, or vandalism for which he/she is responsible and will be billed accordingly. Student should notify the University Campus Housing staff immediately to confront individuals damaging, stealing, and/or vandalizing the facility. In the event that individual(s) do not take responsibility for damages, thefts, or vandalism that occurs in the facility, the repair amount will be divided among all students in the residence hall community. This amount will be billed to Student's account. Although the University understands that academic assignments may require a variety of artistic mediums, Student must be responsible in the care of the room while completing those projects. Damage resulting from Student's actions, (including, but not limited to, paint overspray on desks or walls, spray adhesive, charcoal dust staining carpets, cuts in furniture from exacto knives, etc.) will result in damage charges being assessed to Student's account.

CP.14) KEY/ID SECURITY: Student is responsible for being in possession of keys and his/her Student ID at all times. Keys (room, front door, and mail key) and a Student ID will be issued to him/her and recorded at the beginning of the term period of this Agreement. The keys and ID may not be transferred, duplicated, or given to other individuals. Lost keys or ID must be reported immediately to the Manager. When a key is lost, the lock may be changed and new keys issued. Any student who loses his or her room key will be billed for the cost of all changes made, including but not limited to the full cost for a replacement key and/or Student ID and the cost to install new room lock(s) and obtain new key(s). Keys reported to be temporarily mislaid, keys not returned at the end of the use period, or unauthorized duplicate keys turned in at the end of use will result in new lock(s) and key(s) being created and replacement costs being charged to Student. This paragraph shall survive termination of this Agreement.

CP.15) LOCKOUTS: After regular business hours for the University's Housing department, such as in the evening and on weekends, please contact the Resident Assistant on duty if Student is locked out. Student will receive one complimentary lockout outside of the University's Housing Departments regular business hours each semester. Subsequent lockout(s) will result in a \$20 service fee for each additional lockout. Proper photo identification will be required to prove identity during each lockout. Three (3) or more lockouts will result in disciplinary action.

CP.16) SMOKING: Student and guests are subject to University policies and California state and local laws regarding smoking. Pursuant to the San Francisco Health Code Article 19F, smoking is not permitted in or within 15 feet of any facility's exits, entrances, operable windows, or vents. This includes cigarettes, electronic cigarettes ("e-cigarettes"), vaporizers ("vapes"), medical marijuana to the extent permitted by law (prohibited by federal law and University policy), cigars, pipes, hookahs, and chewing tobacco, which are prohibited in all areas of the residence halls.

CP.17) PETS: For health and safety reasons, pets (including fish & livestock) are not permitted in the residence halls. Service animals as defined by the Americans with Disabilities Act are permitted within University housing following approval of the University's Director of Housing (see procedure as specified under "Disability/Health Relations Accommodations" in Section M above). Proper documentation is required and must be submitted prior to the animals' arrival on campus.

CP.18) RIGHT OF ENTRY/INSPECTION: The University reserves the right to inspect rooms/apartments and regulate the use of the premises according to University policies. Student's room/apartment may be entered without advance notice or consent by authorized University personnel, or authorized agents of the University, whenever there is a reasonable cause concerning the health, safety and welfare of the individual residents and/or the residence hall community at large. The University reserves the right to enter rooms/apartments for routine repairs and in emergency and/or policy violation situations, including during intersession periods. Student must ensure the security of his or her personal possessions and the University is not responsible for any theft, loss, or damage that occurs during a room inspection, routine maintenance, or repairs.

CP.19) ABANDONMENT: Student is responsible for removing all personal possessions when he/she vacates the room, apartment, or suite. Any possessions left in campus housing facilities after the termination of the Agreement will be considered abandoned, will be discarded by the University, and Student may be billed an additional charge for removal. Student also may face disciplinary action that could include loss of housing privileges. This paragraph shall survive termination of this Agreement.

CP. 20) FURNITURE: Furniture supplied by the University must remain in its designated location (room, lounge, kitchenette, etc.). Student may rearrange furniture within their rooms, but may not disassemble it, exchange it with other students, or move it to another location outside of the room. Furniture not provided by the University (e.g., Futons, sofas, papasan chairs, non-University-supplied mattress, bean bags, etc.) are prohibited from the residence halls. Public-area furnishings may not be removed from the public areas or be used in Student's room. The removal of public furnishings is considered theft of property, and community damage charges and/or disciplinary action may result.

CP.21) COOKING: All cooking in the residence buildings must be confined to the kitchen areas. Cooking in rooms without kitchens is not allowed. Kitchens are for use by students only. Student is only permitted to bring his/her own refrigerator and/or microwave for a room/unit in which these appliances have not been provided by the University. Hot plates, barbecues, toasters, toaster ovens, rice cookers and non-open coiled sandwich/meat grillers, such as a Foreman Grill, waffle iron, or panini press machine, are not permitted within Student's room.

CP. 22) VISITATION: Visitors are welcome after consideration is given to the needs and rights of roommate(s). All visitors, regardless of whether or not they are University students, are required to sign-in at the residence building front desk. Student must accompany all visitors at all times while in the residence building. Student is responsible for his/her visitors' compliance with all University policies. Visitors are not allowed in residence building premises after 10:00 p.m. Sunday through Thursday, after 12:00 a.m. on Fridays and Saturdays, or before 9:00 a.m. on any day. Requests for overnight guests must be submitted in writing one week in advance to the University's Resident Director and are contingent upon roommate and staff approval. Before having any guest sleep in a common area within a unit (apartments and lofts only), Student must obtain express and unanimous consent from all other students who use that common area. Sleeping in public areas (e.g., TV/study lounges) is not permitted. Approved non-resident guests may visit no more than three (3) consecutive nights and/or five (5) nights total during an academic semester. No overnight guests are permitted during Finals Week.

CP.23) COHABITATION: Cohabitation is defined as the extended presence (daily or nightly) of any person in any room or apartment to which that person is not assigned. Cohabitation is strictly prohibited. The University's Department of Housing reserves the right to restrict any guest from the residence halls at any time as determined by Housing, Campus Safety & Security or the University's staff.

CP.24) CARE OF PREMISES: Student is required to maintain the facilities in a clean and orderly condition and shall not obstruct any of the walkways, hallways, or surrounding premises, and shall not place any signs (including neon signs) or advertising matter in the windows, on the exterior portion of doors, or elsewhere in or on the residence hall or surrounding premises. Student is expected to keep common areas (lounges, kitchens, refrigerators, etc.) clean. Partitions or other alterations including but not limited to: installation of alternative tile, countertops, appliances, carpet, built-in cabinets or bookshelves, painting or wall papering to the facilities may not be made without written approval of the University's Housing Department. Objects may not be dropped, thrown, or hung from windows. Entering or exiting from windows, sitting on windowsills, or leaning out of windows is prohibited. Student may not use rooftops for any reason without specific written authorization from the University's Department of Housing or a direct order by the Fire Department. If the room falls below acceptable health/safety standards, Student will be required to take corrective action within twenty-four (24) hours from the time of notice. If Student fails to comply, the cost for corrective action will be charged to him/her and/or disciplinary action may be taken. Student is expected to keep his/her room/apartment door(s) locked at all times.

CP.25) PEST CONTROL: If Student is having a problem with bugs and pests, please advise the Resident Director of the building to make a report, and the pest control company will provide service upon notification. All rooms will be treated periodically unless a medical documentation for Student's medical provider is given to the University. Student may not refuse service if medical documentation is not on file. If aggressive pest control is necessary, Student may be required to temporarily relocate to another building. It is imperative that Student follow all prescribed instructions in the event that relocation is necessary.

CP.26) HALL RECREATION: Playing sports, horseplay, and other athletic or physical recreational activity in the residence halls is strictly prohibited. These include, but are not limited to, wrestling, basketball, baseball/whiffle ball, soccer, football, hockey, golf, roller skating, rollerblading, skateboarding, running, or catch/throwing. All athletic activities are to be confined to areas outside of the residence halls that are designed for that purpose. Student will be responsible for the full cost of any damage due to unauthorized recreational or athletic activities in residence halls.

CP.27) MAIL: As a courtesy, the University may accept mail on Student's behalf but it is not obligated to accept packages. The University is not responsible or liable for any damage or theft of mail or packages that it accepts on Student's behalf. The University will not accept responsibility for any certified or registered mail. The U.S. Postal Service delivers mail to Student's mailbox. The University is not responsible or liable for the loss or theft of packages delivered to and or left in building lobbies or common areas.

CP.28) CURFEW: The University complies with the City of San Francisco Curfew under Municipal Police Code (SF MPC) Section 539.

CP.29) PARTIES/SOCIAL GATHERINGS: Unauthorized parties or social gatherings are prohibited in the residence buildings. Student is not permitted to host anywhere in his/her residential building (including rooms and community space) a number of guests that equals twice the total capacity of his/her room (i.e., a room designated for two (2) students is only permitted to have four (4) guests at any given time within the room or common area). However, regardless of the total capacity of the room, the maximum number of guests permitted in any one room is no more than eight (8) people. At the discretion of the University's Campus Housing Staff or the Campus Safety & Security Staff, any gatherings may be required to disperse, and all non-residents escorted out of the building. Students found in violation of this policy may face disciplinary action.

CP.30) CHECK-OUT: Student must check-out within 24 hours after his/her last final exam, but no later than the last day of his/her contract. Appropriate arrangements must be made ahead of time for departure. Late check-outs must be approved by the University's Department of Housing, and will be pro-rated at \$60 per day. Student will be charged \$150 for an improper check-out for failure to make a check-out appointment and meet with University campus housing staff.

CP. 31) DEFIANCE OF AUTHORITY: Failure or refusal to comply with the request of a member of the University's Campus Safety and Security or residence hall staff is a violation of defiance of authority. This also includes failure to attend mandatory meetings, including, but not limited to, student conduct hearings, and residence hall and community meetings. Failure to satisfy the conditions of a sanction imposed as the result of a previous disciplinary hearing also constitutes defiance of authority.

CP. 32) FALSE INFORMATION AND MISREPRESENTATION: Student is prohibited from knowingly providing false information and/or or making misrepresentations to any University or Housing official, including Campus Safety and Security, residence hall staff, or police/fire/emergency medical personnel.

CP.33) NON-RETALIATION: Student has the right to and is encouraged to report potential violations of the University's and Housing's policies. Additionally, Student has the right to pursue both internal disciplinary processes and/or charges through external law enforcement authorities free of any interference or retaliation by any member of the University community. Any retaliation under these circumstances is strictly prohibited and will result in a response by the Department of Housing and/or the University that could include, among other things, immediate imposition of disciplinary measures. Retaliation includes, but is not limited to, any conduct that interferes with the alleged victim's ability to pursue the allegations.

CP.34) INTERIM RESTRICTIONS: The University's Director of Housing, or his/her designee, may impose immediate restrictions on Student, pending disciplinary action or medical release from appropriate providers, when deemed appropriate, such as when there are sufficient facts to demonstrate that the Student's continued presence on campus endangers the physical safety or well-being of others or himself or herself. This includes, but is not limited to, prohibiting or limiting access to a Student's room, and restriction of communications with named individuals. Violations of interim restrictions constitute a serious violation of Housing policy and will result in immediate disciplinary action.

CP.35) PRIVACY RIGHTS OF STUDENTS' EDUCATIONAL RECORDS: In accordance with the federal Family Education Rights and Privacy Act of 1974 (20 U.S.C. § 1232g; 34 C.F.R. 99) the California Information Practices Act (California Civil Code Section 1798 *et seq.*), Article 1, Section 1 of the California Constitution, and all other applicable federal and state laws and regulations that safeguard education records, privacy, and confidentiality, the University policy only allows the release of personally identifiable information to others (except to verify student status) with Student's prior consent or in the case of an extreme emergency or where there is clear and imminent danger to Student, to others, to society, or otherwise as permitted by law.

PART IV: STUDENT'S ACKNOWLEDGEMENT AND ACCEPTANCE

I hereby acknowledge that I have received and read, and I understand and agree to the terms and conditions contained in the Housing License Agreement. If I violate any of the terms of this document, I understand that I would be in breach of this Agreement. Such violation may, at the University's sole discretion, cause me to be disciplined (including educational assignments, including, but not limited to, community service, reflection papers, or other projects), fined, and/or may cause the University to revoke the license to use a bed space conferred by this Agreement.

I hereby authorize a signature submitted by me, by facsimile or other electronic transmission, to be as valid and binding as my original signature. Along with this License Agreement, I am submitting Five Hundred Dollars (\$500) to be used for the deposit required by the Agreement. I agree to pay the total amount due under this Agreement on or before the license start date applicable to each semester.

1. I have read and understand the Liability provisions below.

LIABILITY. To the fullest extent permitted by law, neither the University, the Manager, nor their respective executors, administrators, predecessors, employees, owners, officers, shareholders, directors, partners, associates, agents, attorneys, representatives, successors and assigns, or any parent organizations, subsidiaries, affiliates, or divisions, past, present and future (collectively the "Released Parties"), will be liable to Student or members of Student's family, Student's guests, invitees, licensees or agents, and each of their heirs, beneficiaries, relations, next of kin, executors, administrators, predecessors, agents, servants, employees, attorneys, representatives (collectively, the "Releasers") for any injury, damage, or loss to person or property caused by criminal or other conduct of any person, including, but not limited to, theft, burglary, assault, vandalism or other crimes, or any conflict with Student's roommate(s). The Releasers hereby release the Released Parties from any and all claims, losses, costs, expenses, personal injury, serious bodily harm, up to and including death, damage, or loss to person or property (including any damage or loss to any personal property left in the premises after the Agreement has terminated or expired, including early termination) caused by or associated with theft, burglary, assault or criminal or any other conduct of other persons, vandalism, fire, smoke, rain, flood, water leaks, hail ice, snow, lightning, wind, the presence of moisture or the growth of, or concurrence of, mold or mildew in the assigned bed space, room, premises, and/or property, explosion, surges or interruption of utilities, Student's personal conflict with Student's roommate(s), and for any damage or inconvenience which may arise through repair or alteration of the premises or any other cause whatsoever, **EVEN IF CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR FAULT OF THE RELEASED PARTIES AND REGARDLESS OF WHETHER SUCH NEGLIGENCE OR FAULT WAS SOLE, CONCURRENT OR JOINT**, and the Releasers hereby forever relinquish and acquit the Released Parties from any and all liability therefore. The Released Parties have no duty to remove ice, sleet or snow, but the Released Parties may do so in whole or in part, with or without notice to Student. *Student is urged to obtain his or her own property, liability, and accident insurance for all such*

losses due to such causes. **STUDENT ASSUMES FOR HIMSELF OR HERSELF AND ALL OF THE RELEASORS ANY AND ALL RISKS FROM ANY ACCIDENTS, INJURIES, OR SERIOUS BODILY HARM, UP TO AND INCLUDING DEATH, TO THE RELEASORS IN CONNECTION WITH USE OF THE ASSIGNED BED SPACE, ROOM, PREMISES, THE PROPERTY, OR THE PROPERTY'S RECREATIONAL FACILITIES OR OTHER AREAS, IT BEING UNDERSTOOD THAT ALL SUCH AREAS AND FACILITIES ARE GRATUITOUSLY SUPPLIED FOR STUDENT'S USE, AND AT THE USER'S SOLE RISK. To the fullest extent permitted by law, Student agrees to indemnify, defend and hold harmless the Released Parties from and against (i) all fines, suits, claims, demand, liabilities, and actions (including costs and expenses of defending against such claims) resulting or alleged to result from any breach, violation or non-performance of any condition in this Agreement and (ii) all claims, demands, actions, damages, losses, costs, liabilities, expenses and judgments suffered by, recovered from or asserted against any of the Released Parties on account of accident, illness, injury or serious bodily harm, up to and including death, or damage to person or property to the extent that any such damage or injury may be incident to, arise out of, or be caused, either proximately or remotely, wholly or in part, by an act, omission, negligence or misconduct on the part of Student, any of the Releasors, or of any other person entering upon the premises or when any such injury or damage is the result, proximately or remotely, of the violation by Student or any of the Releasors of any law, ordinance or governmental order of any kind or of any of the rules and policies included in this Agreement, or when any such injury or damage may in any other way arise from or out of the use by Student or any of the Releasors of the property, EVEN IF THE SAME IS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE RELEASED PARTIES, it being intended that the foregoing indemnity extend to and cover the negligence of such parties.**

Student specifically agrees to look solely to Released Parties' interest in the Agreement and the income derived therefrom for the recovery of any judgment against the Released Parties, it being agreed that the Released Parties shall never be personally liable for any such judgment, and Student shall not seek or obtain any such judgment. The provisions contained in the foregoing sentences are not intended to, and shall not, limit any right that Student might otherwise have to any suit or action in connection with enforcement or collection of amounts that may become owing or payable under or on account of insurance maintained by the Released Parties. No consequential or punitive damages are recoverable against the Released Parties.

With respect to the matters released herein, the Releasors expressly waive any and all rights that they may have under Section 1542 of the Civil Code of the State of California, and any similar provision in any other jurisdiction, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Student hereby verifies that he or she understands and acknowledges the significance and consequence of this waiver of the provisions of Section 1542 and hereby assumes full responsibility for any damage, loss, liability which any of the Releasors may hereinafter incur by reason of such waiver. This section shall survive the expiration or early termination of this Agreement.

STUDENT (Print Name)

Signature

Date

***** Students Under Age 18 Must Have a Parent or Guardian Signature *****

PARENT/GUARDIAN (Print Name)

Signature

Date

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A woman with dark hair, wearing a blue blazer and a patterned scarf, is seated in the back of a car. She is looking out the window to her right. The car's interior is visible, including the seats and window frames. The background outside the window is blurred, suggesting motion.

BLACK ART

Elisa Stephens and her family built an \$800 million fortune converting student loans into questionably valuable art degrees and pouring the profits into San Francisco real estate. Now, after two decades of blistering growth, her empire of false hopes is finally facing regulatory glare.

BY KATIA SAVCHUK

PHOTOGRAPH BY CHRISTIAN PEACOCK FOR FORBES



TS

It's almost midnight, and Elisa Stephens wants another tequila and lime. "Shake the sh-- out of it," she tells the bartender. Stephens, 56, is wearing a fitted black skirt-suit with a Chanel clutch and a sparkling brooch the size of a Christmas ornament. She's several drinks past her so-called "final final," but who's counting? After almost eight hours hobnobbing with style aficionados and well-heeled San Franciscans at her Academy of Art University's spring fashion show, her mahogany hair is still perfectly coiffed, fuchsia lipstick unmarred. Earlier, students paraded their designs down the runways at the former Concordia-Argonaut Club (started in 1864 by Levi Strauss), which the Stephens family bought in December. Elisa made sure photographers snapped her with fashion designer Lubov Azria, San Francisco Mayor Ed Lee and former mayor Willie Brown. After the show, guests feasted on filet mignon topped with foie gras and drained the house dry of red wine.

Stephens has plenty to celebrate. Since taking over as president of the family-owned Academy of Art University more than two decades ago, she's transformed the 86-year-old for-profit institution from a regional operation into America's largest private art university. Under her watch enrollment has skyrocketed from 2,200 to 16,000, generating an estimated \$300 million in annual revenues, heavily subsidized by federal student loans. The Stephens family has turned that pile of art-school tuition into one of the largest real estate empires in San Francisco, with more than 40 properties in prime areas, including a historic former cannery on Fisherman's Wharf and a 138,000-square-foot office building steps from City Hall. In all, the real estate is worth an estimated \$420 million, net of debt, and the family pulls in tens of millions of dollars each year leasing these buildings back to the Academy of Art for classrooms and dorms.

Thanks to the university's financial success, Stephens, her younger brother, Scott, and her parents, Richard and Susanne, are worth an estimated \$800 million. A fixture in San Francisco's society pages, Elisa, her husband, Ed Conlon, a vice president at a California construction firm, and their 10-year-old son live in a five-story \$6.1 million home nicknamed the "Jewel Box" in ritzy Nob Hill. Recently she paid \$3.3 million in cash to expand her estate in a gated Phoenix golf community. The family also owns a \$13.4 mil-

lion mansion in a posh San Francisco suburb, getaways in Pebble Beach and Lake Tahoe, a corporate jet and a yacht named *Elisa*. Plus a collection of 250 classic cars worth around \$70 million, which Elisa often drives in city parades, to the opera or when heading to lunch.

But behind the shiny façade is a less than lustrous business: luring starry-eyed art students into taking on massive amounts of debt based on the “revolutionary principle” (Stephens’ phrase) that anyone can make a career as a professional artist. No observable talent is required to gain admission to AAU. The school will accept anyone who has a high school diploma and is willing to pay the \$22,000 annual tuition (excluding room and board), no art portfolio required. It would be easy to accuse AAU of being a diploma mill, except the school doesn’t manufacture many diplomas. Just 32% of full-time students graduate in six years, versus 59% for colleges nationally, and that rate drops to 6% for online-only students and 3% for part-time students. (Selective art schools like the Rhode Island School of Design and Parsons graduate 90% of their students.) The few AAU students who manage to collect a degree are often left to their own devices in finding employment in a related field. In marketing itself to dreamy prospects, the school touts its success at placing students at Pixar, Apple and Electronic Arts. But the morning shift at the local Starbucks is just as likely for some students. That and a mountain of debt. In the 2013–14 academic year 55% of the school’s roughly 10,700 undergraduates had federal student loans totaling \$45 million.

Slowly, the illusion is starting to unravel. Enrollment is down 2,000 from its peak in 2011. Estimated profit margins have shrunk from double digits a decade ago to likely single digits; Stephens says the university is profitable but won’t name a figure. The school faces serious code violations on three-quarters of its buildings. Its abysmal graduation rates have recently drawn scrutiny from its accreditor. Many of AAU’s programs risk losing federal aid eligibility, after tough new regulations governing for-profit colleges went into effect in July. And the school is fighting a whistle-blower suit by former recruiters who say they were paid more, illegally, if they enrolled more students.

The Academy of Art University may still be a long way from its “final final,” but Stephens is clearly having to work harder than ever to keep the party going.

ELISA’S GRANDFATHER RICHARD S. STEPHENS, A painter and art director for *Sunset* magazine, the glossy 117-year-old West Coast lifestyle publication, founded the art school with his wife, Clara, during the Great Depression. From a two-room loft in downtown San Francis-

co, their Academie of Advertising Art trained 45 students a year for jobs at ad agencies. After World War II enrollment grew to 250 and the school added classes in fashion illustration, fine arts and cartooning.

In 1951 the founders’ son, Richard A. Stephens, took over. A Stanford grad, he was gregarious and plainspoken, with a penchant for flashy cars. Over the next few decades, Stephens expanded the curriculum to include photography and fashion. Realizing that rising rents could put the school out of business, he bought its first five buildings.

“The Princess,” as Elisa’s father calls her, started tagging along to work with him while growing up in Hillsborough, a wealthy suburb south of San Francisco. After graduating with a political science degree from Vassar in 1981, she took classes at the family’s university for a year, then got a law degree from the University of San Francisco (on the strength of her J.D. she now asks to be called “Doctor”). Stephens worked as a lawyer for cellphone network operator General Cellular before joining AAU as in-house counsel in 1988.

By then her father had become chairman and handed off daily operations to outsiders. When she decided to take the helm, he spent two years training her. That included a lot of business breakfasts, lunches and dinners. “He taught me to do as much as you can face-to-face,” she says. “See and be seen.”

Elisa became president in 1992; the school then had 2,200 students and \$8 million in revenues. From the beginning her philosophy was “bigger is better.” To give the school a competitive edge, one of her first moves was to spend \$1 million—some 12% of revenues—outfitting classrooms with the latest Macintoshes. In 2002 she launched online programs, which along with increased marketing and expansions in federal aid dramatically boosted enrollment. Stephens also went on a real estate shopping spree, buying 11 buildings in the 1990s and another 17 the following decade. The family leases all of them to the school.

By 2007 enrollment reached 10,000, a figure the family once thought impossible. “It made us pause and think, ‘Wow, maybe there’s no limit to this,’” Stephens says.

Stephens’ office is on the sixth floor of a building named after her father in San Francisco’s techno-hip South of Market neighborhood, a six-minute walk from the loft where the school was founded. As the spring semester wound down, she was plotting how to get enrollment beyond its peak of 18,000 in 2011. “The larger you are, there can be a tendency to slow down. The challenge is staying agile, moving quickly and keeping things simple,” she says. Much of the future expansion will happen virtually, she says. All but 6 of the school’s 76 degree programs are online, and 35% of students are online-only.

JUST 32% OF FULL-TIME STUDENTS GRADUATE IN SIX YEARS, VS. 59% FOR COLLEGES NATIONALLY.

She also wants to recruit more foreign students, now one-third of enrollment, presumably because they pay tuition out of pocket, no regulatory strings attached.

Today the school, which is owned by the Stephens Institute, a California corporation controlled by family trusts, is worth an estimated \$300 million, much less than a decade ago, according to analysts and to trends among publicly traded competitors. When for-profit colleges were in their heyday in the 2000s, the school likely had profit margins north of 15%, though such margins have since fallen to high single digits across the sector.

"This industry was the darling of Wall Street," says Trace Urdan, a research analyst for Credit Suisse. "But you have a federal government that for the last six and a half years has been very hostile to this sector. The re-regulation of this space has depressed valuations."

The Obama Administration removed loopholes that let

for-profit colleges base recruiters' salaries on enrollment figures, and it required states to approve online programs. In July revised "gainful employment" regulations, meant to improve the quality of degrees, went into effect. Now for programs to stay eligible for government aid graduates of for-profit schools can spend no more than 20% of discretionary income or 8% of total annual income paying federal loans. The rules are an "existential threat" to for-profit colleges, particularly art schools, says Urdan.

At AAU up to 13 programs—out of 16 for which data were available—wouldn't meet the new standards, based on preliminary rates the Department of Education calculated in 2012. An AAU spokesperson points out that official rates, which will come out in 2016, could differ from the earlier figures. "Many of our students do not use financial aid, so it would not affect those students. Students affected can transfer to another program or use al-

THE ACADEMY OF REAL ESTATE

The Stephens family has gobbled up 40-plus buildings for their school in San Francisco hot spots through LLCs and a family-held corporation. Thirty-one are under fire for planning-code violations.



BUILDING IMAGES COURTESY GOOGLE MAPS

ternative funding,” the spokesperson says. Time will tell if other funding is really available—or if AAU can make up the difference with foreign students and affluent recruits.

The feds aren’t the only ones taking a hard look at AAU. A review team from the school’s accreditor, the Western Association of Schools and Colleges, concluded last year that AAU’s low graduation rates “may indicate that students are not aware of or are not realistic about what it will take to be successful. ... This is an expensive proposition when these same students are unsuccessful.” Despite its anemic graduation rates, AAU keeps an entire semester’s tuition if a student is enrolled for at least four weeks, as is typical for art schools. Although WASC reaffirmed AAU’s accreditation for another seven years in July 2014, it issued a “formal notice of concern,” largely because of the low graduation rate, and scheduled a special visit for 2016 to review the school’s progress.

Stephens insists that graduation rates are a “red herring” at a place like AAU. “If a student can get that portfolio built before they finish all their requirements, and they get a job in their field of study, then we don’t want to keep them here,” she says. “The diploma won’t make one bit of difference.”

But exactly how many of AAU’s grads actually land a job in their field of study is a bit of a state secret.

ONE OF THE BIGGEST BLOWS TO THE FOR-PROFIT education sector came in April, when Corinthian Colleges, based in Santa Ana, Calif., shut down and filed for bankruptcy. At its peak it had 81,000 students across 111 campuses. It closed after the Department of Education fined it \$30 million and cut off student aid because it had misrepresented job-placement rates at subsidiary Heald College.

Like AAU, Heald was accredited by WASC, which doesn’t require colleges to disclose job-placement figures. But under federal regulations Heald had to release the rates because it had voluntarily collected them. AAU also tracks job-placement statistics, Stephens says, but it doesn’t publish them despite the federal requirement to do so. A spokesperson for the Department of Education says schools that don’t comply with the rule may be cut off from federal student aid if violations are deemed “egregious.” In response, AAU says, “We are not required, or able, to disclose placement rates until DOE finalizes its formula” for calculating them. The Department spokesperson says all schools that voluntarily collect job-placement rates must share them and the method used.

The most recent job-placement rates AAU published were from 2006, before it switched to an accreditor that doesn’t require disclosure. It claimed about 80% of grad-



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uates got jobs in their field of study. Stephens won't disclose current figures.

Certainly at least some students go on to get jobs at established companies. On its website the school says some 2013 graduates of the Web-design program were hired by Facebook, Google and Hewlett-Packard; illustration grads got jobs at Electronic Arts, Paramount Pictures and

“IT’S AN OPERATION OF LAWLESSNESS NEVER SEEN IN AN OTHERWISE REASONABLY OPERATING CITY.”

Sony; animation and visual-effects grads landed at Disney, DreamWorks and Pixar. The school won't say how many students have been hired at these firms.

Vince De Quattro, who directed AAU's online animation and visual-effects program from 2004 to 2011, says the school misrepresented job-placement rates. In his complaint in a 2012 wrongful-termination suit filed in San Francisco Superior Court, De Quattro said the 75% job-placement figure that AAU advertised during his ten-

ure didn't include online students, who had more trouble finding jobs. De Quattro claimed he was fired after bringing up concerns at a meeting in March 2011. (The suit was dismissed because he couldn't prove he'd mentioned the statistics at that meeting.) AAU declined to comment.

De Quattro, who now heads production at a Bay Area animation studio, says that while AAU has success stories, its business model is based on underperformers. “There are many students left behind,” he says. “From an initial class of, say, 100 students, we get maybe 5 kids at the end that are employable.”

Some students really struggle. After graduating from AAU in 2012 with a bachelor's degree in animation and visual effects, Jacob Fraga spent two years working at Starbucks. He was drawn to AAU because it touted connections to companies like Pixar, but he says he didn't get meaningful guidance for finding a job. “It just didn't feel like anybody really cared where you ended up,” he says. Fraga, who owes \$25,000 in student loans, is now driving for Lyft and taking computer science classes at a community college in hopes of getting a better job. “I've felt pretty helpless. How am I going to get out of this debt?” he asks.

Tamara Huynh also ended up making coffee at Starbucks, five minutes from Stephens' office, after earn-



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ART WORKS

ing a bachelor of fine arts degree in 3-D modeling and sculpting from AAU in 2011. While the school promises in its catalogue that faculty are “top-notch professionals who earn a living doing what they teach,” Huynh said that some instructors were recent college graduates or people who hadn’t worked in the industry for years. (AAU says faculty usually have at least two years of industry experience.) Huynh applied for about 60 jobs in her field after graduation but had no luck. Meanwhile, she and her parents, who are art teachers, are on the hook for \$68,000 in loans. “I know art is hard, but I was expecting to be more prepared for what was out there,” she said. “I thought if you managed to graduate, all the doors would open up for you. That’s not necessarily the case.”

That’s not part of the script for staff at AAU’s telemarketing centers, which are tasked with finding new students. Mallory Lynch, a former admissions representative who resigned in February, says managers told her to woo students with success stories and avoid mentioning the dropout rate. She felt uncomfortable selling the school to people who were clearly unprepared (including an unemployed mother of four, those who couldn’t afford the \$100 application fee or prospective online candidates who had no computers).

“We tell them anything is possible and that we’re going to give them the skills they need to succeed,” Lynch says. “It felt problematic to pressure them and tell them they can afford it when we knew they were going to drop out within a few weeks after school starts.”

In 2009 four former AAU admissions staffers filed a whistle-blower suit in federal district court in Oakland, claiming the school had illegally adjusted recruiters’ pay based on the number of students they enrolled. AAU, which declined to comment on the lawsuit, said in court filings that the compensation scheme was then legal under a “safe harbor” loophole because it also considered qualitative factors. The recruiters’ attorney, Stephen Jaffe, says the parties are in talks to settle.

AAU HAS ALSO RUN INTO TROUBLE ON THE GROUND. The Stephens family—who owns nearly all of the university’s buildings—has outstanding planning-code violations on 31 of their 40-plus properties, some dating back to 2005. The violations chiefly involve unlawfully converting offices into classrooms or transforming hotels and apartments—including rent-controlled housing—into dorms. AAU illegally operated for years without an Institutional Master Plan, and it has spent seven years drafting an environmental impact report that typically takes three years. AAU blames the delay on the city’s timetable.

DESPITE THE STRUGGLES facing some graduates of San Francisco’s Academy of Art University, enrolling in art school can be a pretty good career move. Art school grads aren’t the highest earners overall, but neither are they doomed to become starving artists.

“There’s a ton of evidence that prospects for graduates from art schools today are better than they’ve ever been before in terms of income, their ability to survive economic turbulence and their preparedness for the job market of the 2020s,” says Columbia University professor Jennifer Lena, who is senior research scholar for the Strategic National Arts Alumni Project.

Visual and performing art students who graduated in 2014 had an average starting salary of \$36,222, according to the National Association of Colleges and Employers. That’s higher than majors in biology and education.

By midcareer, industrial design, fashion design and architecture majors earn a median salary above \$77,000—more than those who studied accounting, human resources or business

administration—according to PayScale, which aggregates self-reported salary data from millions of workers. Creative directors, user-experience designers and design managers fetch a median salary of more than \$90,000. These days those jobs require a lot of technical know-how. “Technology has had a very positive effect on the earnings of people in art fields,” says professor Anthony Carnevale, director of the Georgetown University Center on Education and the Workforce.

There are plenty of jobs out there. Jobs for curators, architects, interior designers and multimedia artists are projected to grow at a rate faster than the overall labor force through 2018, according to the National Endowment for the Arts. But prospective students need to do their research and focus on the best schools for their field of interest. The Rhode Island School of Design boasts a job-placement rate of 98%, with many working in user-experience design and interactive graphics. Brigham Young University’s small animation program has strong ties to Hollywood and videogame firms, with 85% of recent grads landing jobs at top animation studios and game companies.

—K.S.

“It’s an operation of lawlessness never seen in an otherwise reasonably operating city,” says San Francisco Planning Commissioner Kathrin Moore.

Still, AAU has faced fines of just \$420,000 for violations on a single property, which it hasn’t paid, according to a planning department spokesperson. It has paid some \$50,000 in fees for permit violations on multiple buildings. Aaron Peskin, a former city supervisor running for reelection this year, accused Mayor Ed Lee of running interference on behalf of AAU. Stephens is frequently photographed with Lee. She and the planning department spokesperson deny that Lee has stepped in; Lee’s office didn’t respond to requests for comment.

Stephens sounds baffled by the groundswell of negative attention: “I don’t know what prompted somebody to wake up and see us finally,” she says. “We’ve been here, and we haven’t been hiding out.”

That much is certainly true. Even the most preoccupied visitor to San Francisco can’t help but notice the multitude of bright red Academy of Art banners fluttering from some of the city’s most desirable addresses, all selling the promise of turning anyone with a fat wallet—or a federal loan—into a working artist ... or failing that, helping to pay for Elisa Stephens’ latest classic automobile. **F**



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How A For-Profit University Flouts San Francisco's Land-Use Laws



Former San Francisco Mayor Willie Brown and Academy of Art University President Elisa Stephens at the school's annual fashion show in May 2015. (Photo credit: Getty Images)

The Stephens family of San Francisco is best known for its for-profit Academy of Art University (see main story, [“Black Arts”](#)), but the bulk of their estimated \$800 million fortune is in real estate. Over the last two decades, the family has quietly become one of the city’s largest property owners, gobbling up 40-plus buildings in prime locations and leasing most of them to the family-owned university. In the process, 31 of the buildings have racked up planning code violations, some dating back a decade (see [map](#)). How has one of San Francisco’s biggest institutions gotten away with flouting land-use laws for years?

One afternoon in April, dozens of concerned residents filed into a wood-paneled room in San Francisco’s City Hall to demand an answer. This was the latest of more than 20 hearings the city



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planning commission has held since 2007 about AAU's violations, which mainly involve converting buildings – including rent-controlled housing – for school use without proper permits. AAU President Elisa Stephens, who owns the properties with her parents and brother through family-controlled companies, didn't attend. But Mike Petricca, AAU's director of campus safety, an ex-police chief who wore a beige suit and tinted glasses, silently kept an eye on the proceedings from the back row.

When the floor opened for public comment, the first to speak was Ron Miguel, a former San Francisco planning commissioner. "When I was sitting back there as a commissioner, I referred to Elisa Stephens as a scofflaw. Nothing has changed," he said.

Jake McGoldrick, a gruff former city supervisor, soon followed. "They're breaking the law every day...What for? For greed," he barked.

Founded by Stephens' grandfather in 1929, AAU started scuffling with the city in the early 2000's, following years of rapid expansion. In 2002, planning officials notified AAU that city laws required the university to submit an Institutional Master Plan, which large schools and hospitals supply to prevent unbridled growth. AAU took no action, and in 2006, the city's planning department sent it a violation notice. Only in 2011 did the university turn in a document that the planning commission would approve, largely because versions AAU had submitted before that provided incomplete information, according to planning officials.

As AAU worked on the master plan, planning officials discovered the university had illegally put up signs and changed building uses, such as converting office buildings into classrooms, a church into an auditorium and apartments into dorms. In 2010 and 2011, a joint taskforce of the city's planning, building, fire and health departments found more violations. Although AAU corrected health-and-safety infractions and paid at least \$50,000 in enforcement fees for some permit violations, three-quarters of its buildings have outstanding planing code violations today.

"The planning code contradicts itself. It's subject to interpretation," Stephens says. She added that the school has spent millions of dollars working to bring properties into compliance.

In 2008, planning staff required AAU to go through an environmental review process because of its massive size, and as a result, it put the existing violations on hold. Most institutions take no longer than three years to submit an environmental impact report, but AAU took 7 years before completing a draft in February this year.

Despite the violations and delays in compliance, AAU has continued to buy new properties, and in some case, illegally change their uses, according to San Francisco zoning administrator Scott Sanchez. One result, he says, has been to diminish the city's already scarce affordable housing stock.

"A planning commission president once said he didn't know if it was ignorance or arrogance that led them to do what they've done. I don't think it can be said that it's ignorance anymore," Sanchez said.



Part of the reason for delays was that AAU went through seven lawyers in eight years. Three of the attorneys, most of whom work at the city’s top land-use firms, said they stopped representing the university because Stephens declined to follow their advice on bringing properties into compliance, because she misled them or because she stopped returning their calls.

“[Stephens’] attitude was: It’s a waste of money, a waste of time, why would I have to do it?” said a former consultant to AAU on land-use issues. “They were growing so quickly, and they didn’t have the capacity or staff on hand to address those things because of a lack of putting importance on it.”

An AAU spokesperson blamed the city’s timetable for delays.

As progress was stalling the environmental review in November 2012, City Attorney Dennis Herrera lambasted city planning director John Rahaim for failing to act, according to a confidential letter leaked to the *San Francisco Chronicle*. (Herrera says his office can’t take legal action until the planning department exhausts its administrative tools.)

Soon afterward, in January 2013, the planning department threatened fines of \$250 per day for 22 of AAU's properties unless it made headway on environmental review. But no fines were imposed, even after AAU missed two compliance deadlines.

In all, AAU has faced fines of just \$420,000 for violations on a single property, which it hasn't paid, according to planning department spokesperson Gina Simi.

"It gives the impression that if you have this much money...if you know the right people, you can avoid doing the right thing, the legal thing," former Planning Commissioner Miguel said.

Aaron Peskin, a former city supervisor running for reelection this year, says that he believes San Francisco Mayor Ed Lee and other mayors before him have intervened to prevent strong action against AAU. Stephens says she has met with various city officials to ask for "help with the process, how we can expedite it" but denied asking Lee's office to intervene. Planning department spokesperson Simi said that neither Mayor Lee, his staff nor another elected official ever asked staff to ease enforcement. The mayor's office did not respond to multiple requests for comment.

The Stephen family's connection to City Hall dates back to the 1970s, when Richard Stephens, Elisa's father and former AAU president, befriended future San Francisco Mayor Willie Brown – then a California assemblyman – at a downtown watering hole. "We used to paint the town," Brown recalled last May.

Brown, who was mayor from 1996 to 2004, is an annual guest at AAU's fashion show, and along with his girlfriend Sonya Molodetskaya, takes frequent trips to New York Fashion Week on the Stephens' corporate jet.

More recently, Elisa Stephens has often been photographed alongside Mayor Lee. At AAU's fashion show in May 2015, Stephens seated Mayor Lee's wife immediately to her side during dinner (he had to leave after cocktails). Lee has often issued proclamations honoring Stephens' guests of honor at university events.

In 2012, AAU hired political consultant Enrique Pearce, who helped elect Mayor Lee in 2011 and was contracted to work for a political committee Lee controlled between October 2012 and December 2014, according to campaign finance records. Pearce, who was arrested on federal child porn charges in May, was working for AAU between at least June 8, 2012, and December 5, 2012, according to emails obtained through a public records request. An AAU spokesperson said Pearce worked for the school in 2012 but declined to provide the exact dates.

Pearce, who was principal of Left Coast Communications, also worked as a political consultant for Jane Kim's campaigns for city supervisor in 2010 and 2014. Kim represents the South of Market and Civic Center areas, where many AAU buildings sit, and has partnered with the school on beautification projects. In July 2012, Kim tried to delay a vote on proposed legislation banning conversion of apartments into student housing to potentially allow "grandfathering in" some institutions, the *San Francisco Chronicle* reported. Kim said she sought the delay at the request of Mayor Lee's office, which

he denied, the article said. In August 2012, Pearce, who was not a registered lobbyist, met with Supervisor Scott Wiener, who was behind the legislation, to request that it exempt AAU, which Wiener refused, the [Chronicle](#) found.

AAU has also recently enlisted the services of Walter Wong, a well-connected “permit expediter” who is a close friend of Mayor Lee, according to former supervisor Peskin and City Attorney Herrera. Wong accompanied Mayor Lee to the reception for AAU’s fashion show in May.

In addition, emails obtained through a public records request show that planning officials occasionally kept the mayor’s top advisers informed about the status of enforcement actions against AAU between 2012 and 2014. These advisers included Ken Rich, development director at the mayor’s Office of Economic and Workforce Development; Steve Kawa, the mayor’s chief of staff; and Jeff Buckley, a senior adviser.

For example, after City Attorney Herrera wrote a second scathing letter asking planning director Rahaim to crack down on AAU in December 2014, Rich told Mayor Lee’s confidential secretary in an email: “Let the Mayor know that I will talk to John Rahaim about this as soon as he is back in the office.”

Planning department spokesperson Simi said that their conversation in January 2013 “centered on the status of the draft EIR – at that time it was 95% completed. We provide members of many agencies updates on any number of projects/issues per their request.” Gloria Chan, spokesperson for the Office of Economic and Workforce Development, responded that the office “interfaces with city

departments on development and planning matters as it relates to large and small employers in San Francisco.”

As enforcement limps on, AAU has continued buying new properties, and in some cases continuing to change the use of the buildings without informing authorities. In December 2014, a limited liability company whose address is AAU’s headquarters bought a building at 1142 Van Ness Avenue, the former site of an exclusive social club. The building hosted the school’s May fashion show, and staff at the event said there were plans to use it for the university’s sports teams. AAU told planning officials that it does not own or currently occupy the building, but in April, planning staff learned that the building “is owned, at least in part, by the Stephens family,” Simi said. AAU did inform officials about the fashion show, “which was consistent with the existing use of the building,” Simi said. AAU declined to confirm whether it owns or occupies the property.

Two other LLCs, incorporated at the address of the same registered agent, recently bought two buildings, also on Van Ness Ave. One was a hotel, which after being sold in 2010, housed AAU students from 2011 to June 2015. The LLC that bought the other building, a former bakery, signed a subordination agreement with the Stephens Institute, the family-owned corporation that controls AAU, six months after buying it in 2012. Most of the other AAU buildings owned by the Stephens family are incorporated by LLCs registered at the address of the school’s headquarters at 79 New Montgomery St. AAU told planning officials it does not own or currently occupy these buildings, Simi said. An AAU spokesperson declined to provide more information.

AAU's final environmental impact report is expected to be published in spring 2016, the planning department says. Because the report does not include 28 properties that had violations before the 2010 baseline used, AAU will also prepare a memorandum on those buildings, expected to be released for public review this winter. Once environmental review is complete, planning officials will decide whether to legalize changes one building at a time and whether to allow new growth.

AAU plans to add another 1.2 million square feet in San Francisco by 2020, without building any new facilities, according to the report. If allowed, that would "displace substantial numbers of people" from housing and businesses, the report says. An AAU spokesperson pointed out that San Francisco has "extremely limited availability of undeveloped properties."

"Much more cash-strapped institutions of higher learning have all built housing in the last 20 years," says Tom Jones, former dean of the architecture school at Cal Poly San Luis Obispo. "In this tight housing market, to dump that many students is huge."

"It's abominable that the Academy of Art has skirted responsibility for the misuse of its buildings throughout the city for so long," City Attorney Herrera said. "We need to do everything we can to inspire confidence in the public that land use, zoning and planning laws are going to be uniformly enforced across the spectrum, irrespective of influence."

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