

ENDORSED
FILED
ALAMEDA COUNTY

JUN 07 2021

CLERK OF THE SUPERIOR COURT

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DEPUTY

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6 Dr. Viji Nakka-Cammauf, Deborah Wood, Tara Singh, and Dr.
Adrienne Foster, individually, in their capacities as trustees of Mills
7 College

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

9 **COUNTY OF ALAMEDA**

10
11 DR. VIJI NAKKA-CAMMAUF, an individual and
trustee, DEBORAH WOOD, an individual and
12 trustee, TARA SINGH, an individual and trustee,
13 DR. ADRIENNE FOSTER, an individual and
trustee,

14 Plaintiffs,

15 v.

16 DR. ELIZABETH HILLMAN, an individual,
17 KATIE SANBORN, an individual, MARIA
CAMMARATA, an individual, RENEE
18 JADUSHLEVER, an individual, ERIC ROBERTS,
an individual, DR. MARILYN SCHUSTER, an
19 individual, ELIZABETH PARKER, an individual,
OPHELIA BASGAL, an individual, DR. KAREN
20 MAY, an individual, and DOES 1 through 20,
inclusive,

21 Defendants

22 -and-

23 MILLS COLLEGE, a California nonprofit public
benefit corporation,

24 Nominal Defendant.
25
26
27
28

CASE NO.

RG21101875

**COMPLAINT FOR DAMAGES AND
EQUITABLE RELIEF**



CASE NO.

COMPLAINT

1 **COMPLAINT**

2 For their Complaint, Dr. Viji Nakka-Cammauf, Deborah Wood, Dr. Adrienne Foster and Tara Singh
3 (collectively “Plaintiffs”) hereby allege as follows:

4 **NATURE OF ACTION**

5 1. This action arises out of the refusal of Defendants to provide Plaintiffs with information and
6 documents to which they are unequivocally entitled as trustees of Mills College (“Mills” or the “College”)
7 that relate to the very future of the College as an institution of higher learning, thereby stifling Plaintiffs’
8 ability to fulfill their fiduciary duties to Mills. This lack of transparency and failure to comply with the
9 Mills Bylaws, which guarantee Plaintiffs access to the information they have requested, is causing harm to
10 Plaintiffs and to Mills itself.

11 2. This action also arises from the fact that, at the same time that Plaintiffs are being deprived
12 of information and documentation to which they are entitled related to the future of the College, Defendants
13 are continuing to purportedly make decisions and take actions as, and on behalf of, the College.

14 3. Plaintiffs are members of the governing body of Mills (the Board of Trustees), and they are
15 being asked to review, consider, and vote on proposed actions as to which they are being denied information.
16 Defendants also are attributing to Plaintiffs decisions that Plaintiffs have not authorized and as to which
17 Plaintiffs have not been given full and complete information.

18 4. At the same time and for the same reasons, Mills as an institution is being harmed in that its
19 governing body (at a minimum, the trustee Plaintiffs here) is, simply put, not being allowed to properly do
20 its job.

21 5. For context, this action comes at a pivotal time –indeed, *the* pivotal time – for the future of
22 Mills and its very existence. In the past few months, Mills – with Defendants at the helm of the College and
23 its Board of Trustees – has publicly announced its imminent closure and begun an apparent wind-down
24 toward that end. These Plaintiff trustees, however, have not approved such a course of action or such
25 messaging. In fact, Plaintiffs have not even been *asked* to authorize such actions, nor to their knowledge
26 have other members of the Board.

27 6. By this action, therefore, Plaintiffs seek to enforce their rights under the College Bylaws by
28 requesting an order of this Court (1) requiring that the College provide Plaintiffs with the information and

1 documentation they have requested, but of which they have been deprived, and (2) restraining the College
2 (through its Board and/or Dr. Hillman and other College officers) from making further decisions and taking
3 further action (including entering any new contracts or financial commitments) related to the future of the
4 College (including requesting that the Board take action) until at least sixty (60) days after Plaintiffs are
5 provided with the information and documents to which they are entitled and Defendants have certified full
6 and complete compliance. This relief is necessary and appropriate so that Plaintiffs may understand what
7 actions have been taken (or have purportedly been taken) by the Board of Trustees and/or the individual
8 defendants named herein, to understand the options that are being considered for the future of the College,
9 and so that Plaintiffs can properly fulfill their duties and obligations to Mills.

10 **PARTIES**

11 7. Plaintiff. Dr. Viji Nakka-Cammauf is an individual residing in Oakland, California, is the
12 President of the Alumnae Association of Mills College (“AAMC”) Board of Governors and, by virtue of
13 that position, is a voting member of the Board of the College. The AAMC was established in 1879.

14 8. Plaintiff Deborah Wood, Esq. is an individual residing in Los Angeles County, California,
15 and is an Alumnae Trustee, sitting on both the AAMC Board of Governors and the Board of the College as
16 a voting member.

17 9. Plaintiff Tara Singh is an individual residing in Auckland, New Zealand, and is an Alumnae
18 Trustee, sitting on both the AAMC Board of Governors and the Board of the College as a voting member.

19 10. Plaintiff Dr. Adrienne Foster is an individual residing in Los Angeles County, California,
20 and is an Alumnae Trustee, sitting on both the AAMC Board of Governors and the Board of the College as
21 a voting member.

22 11. Plaintiffs are informed and believe and thereon allege that Defendant Elizabeth Hillman is
23 an individual residing in Alameda County, California. She is President of the College, and holds a voting
24 seat on the Board of the College.

25 12. Plaintiffs are informed and believe and thereon allege that Defendant Maria Cammarata is
26 an individual residing in Contra Costa County, California. She is Vice President for Finance and
27 Administration and Treasurer of the College.

1 13. Plaintiffs are informed and believe and thereon allege that Defendant Renee Jadushlever is
2 an individual residing in San Mateo County, California. She is Vice President for Strategic Communications
3 and Operations of the College.

4 14. Plaintiffs are informed and believe and thereon allege that Defendant Katie Sanborn is an
5 individual residing in San Mateo County, California. She is Chair of the Board of Trustees, a member of
6 the Executive Committee, and holds a voting seat on the Board of the College.

7 15. Plaintiffs are informed and believe and thereon allege that Defendant Eric Roberts is an
8 individual residing in Marin County, California. He holds a voting seat on the Board of the College, is a
9 member of the Executive Committee, and is a member of a sub ad hoc committee of the executive committee
10 and the “Resources and Sustainability Committee,” which are committees specifically charged with
11 considerations regarding the future of the College.

12 16. Plaintiffs are informed and believe and thereon allege that Defendant Elizabeth Parker is an
13 individual residing in Chicago, Illinois. She is Vice Chair of the Board of Trustees, a member of the
14 Executive Committee, holds a voting seat on the Board of the College, and Chair of the Negotiating
15 Committee, which is a committee specifically charged with considerations and negotiations regarding the
16 future of the College.

17 17. Plaintiffs are informed and believe and thereon allege that Defendant Dr. Marilyn Schuster
18 is an individual residing in Alameda County, California. She holds a voting seat on the Board of the College,
19 is a member of the Executive Committee, and is a member of a sub ad hoc committee of the executive
20 committees” and the “Resources and Sustainability Committee,” which are committees specifically charged
21 with considerations regarding the future of the College.

22 18. Plaintiffs are informed and believe and thereon allege that Defendant Ophelia Basgal is an
23 individual residing in Alameda County, California. She holds a voting seat on the Board of the College, is
24 a member of a sub ad hoc committee of the executive committees” and the “Resources and Sustainability
25 Committee,” which are committees specifically charged with considerations regarding the future of the
26 College, and is Housing Consultant & Visiting Scholar at UC Berkeley.

27 19. Plaintiffs are informed and believe and thereon allege that Defendant Dr. Karen May is an
28 individual residing in Marin County, California. She is a member of the Board of Trustees, holds a voting

1 seat on the Board of the College, and is a member of the Negotiating Committee, which is a committee
2 specifically charged with considerations and negotiations regarding the future of the College.

3 20. On information and belief, each of the individual defendants named herein plays an active
4 role in discussions, negotiations, considerations, messaging and decision-making regarding (and possesses
5 information related to) the current status of, and the future of the College (including contemplated plans),
6 through their respective positions as officers and Board committee members.

7 21. Nominal Defendant Mills College is a nonprofit public benefit corporation organized under
8 the laws of the State of California, with its principal place of business in the County of Alameda.

9 22. The true names and capacities of DOES 1-20 are currently unknown to Plaintiffs. Plaintiffs
10 will seek leave of court to amend this Complaint when the true names and capacities have been ascertained.
11 Plaintiffs are informed and believes and on that basis alleges that Defendants DOES 1-20 were the agents
12 and employees of Defendants and that each of the fictitiously named Defendants is liable to Plaintiffs for
13 some or all of the actions and/or omissions described herein, either independently or jointly and severally
14 as the authorized or ratified agent, servant, employee, principal, partner, co-conspirator, co-venturer, alter-
15 ego or other representative or accomplice of the named Defendants or their predecessor, acting within the
16 scope and authority of said relationships. Accordingly, whenever reference is made to the named
17 Defendants in this Complaint, such reference shall also include the fictitiously named Defendants.

18 **JURISDICTION AND VENUE**

19 23. Jurisdiction and venue are proper in this county and judicial district because Defendants are
20 residents of this judicial district, and/or otherwise do business herein. The contracts at issue in this case
21 were entered into in Alameda County, where this dispute arises, and the Nominal Defendant Mills College
22 is located within this judicial district.

23 **FACTUAL ALLEGATIONS**

24 24. Mills College has a rich history and legacy within California and more broadly. It was
25 founded in 1852 as the first women’s college on the West Coast of the United States. It is an independent
26 liberal arts college, organized as a California non-profit public benefit corporation, with a mission to
27 “educate[] students to think critically and communicate responsibly and effectively, to accept the challenges
28

1 of their creative visions, and to acquire the knowledge and skills necessary to effect thoughtful changes in
2 a global, multicultural society.”

3 25. An express and seminal purpose of the College, set forth in the College’s Articles of
4 Incorporation, is “to grant to its students and other persons such honorary testimonials and confer such
5 honors, degrees and diplomas as are granted or conferred by any university, college or seminary of learning
6 in this State.” A copy of the Articles of Incorporation is attached hereto as **Exhibit 1**.

7 *COLLEGE GOVERNANCE*

8 26. The Board of Trustees (“Board”) is the governing body of the College. The Board has 25
9 voting members (including two trustees emeritus, two recent graduate trustees, the College president, three
10 “Alumnae Trustees” who are members of both the Board and the AAMC, and the AAMC President) and 8
11 honorary, non-voting members. The Board members have pledged themselves to serve as “fiduciaries” of
12 the College, working “in strategic partnership with the College president and College officers...in
13 overseeing institutional affairs in accordance with the articles of incorporation and bylaws of the College,
14 periodic statements of mission, and institutional plans.” Additionally, Board members pledged, via a
15 Statement of Commitment and Responsibilities of Board Members, to “serve the College as a whole and
16 ensure that board actions benefit the broadest possible interests rather than any individual interest or group.”

17 27. The College Bylaws confirm that the College property is irrevocably dedicated to the
18 purposes set forth in the Third Article of the College’s Articles of Incorporation, and provide additional
19 critical information and procedural requirements. A copy of the Bylaws is attached hereto as **Exhibit 2**.
20 The Bylaws set quorum requirements, meeting notice requirements, and voting requirements, among other
21 procedural intricacies. They further specify that the Bylaws themselves can be altered or amended only
22 upon either 4- or 7-days’ notice (depending on the method of notice used). Per the College Bylaws, Article
23 12.2, members of the Board of Mills College, including the Alumnae Trustees, shall have the “*absolute*
24 *right*” to inspect the books, records and documents “*of every kind*” of the College. The Bylaws specify that,
25 except as specifically laid out in the Bylaws or California law, *Robert’s Rules of Order, Revised*, shall
26 govern Board procedure.

27 28. The AAMC is an independent body of alumnae of the College, composed of established
28 alumnae of the College (including Plaintiffs). The AAMC mission, on which it prides itself, is to promote

1 “the interests of Mills alumnae through action, information, and lifelong connections and learning,” and to
2 “encourage[] the growth of Mills as an undergraduate college for women and a graduate institution for
3 women and men at the forefront of higher education.”

4 29. Members of the AAMC contribute large sums of money to the College every year to promote
5 the growth of the College as an educational institution, and have invested a great deal of time and money in
6 ensuring that the College is successful, and its mission is upheld. The AAMC also contributes to the College
7 by serving as a lender, and by communicating the opinions and expertise of the College’s alumnae to the
8 Board, in the best interests of the College, alumnae, students, and the College community as a whole.
9 Additionally, as discussed above, Plaintiffs sit on both the Board and the AAMC Board, for the purpose of
10 increasing collaboration and sharing of information between the two entities.

11 30. The AAMC and the College, through the Board and Board of Governors of the AAMC, have
12 traditionally maintained an open line of communication between them regarding decisions made by the
13 Board that affect the College as an educational institution and the financial affairs of the College. This
14 relationship, intended to promote the best interests of the College, was memorialized in a Memorandum of
15 Collaboration and Agreement (the “Memorandum”) entered into by the College, through the Board, and the
16 AAMC, the most recent iteration of the Memorandum being dated October 20, 2017. The Memorandum
17 ensures “mutual transparency” and the “[r]egular and open exchange of information” between the Board
18 and the AAMC, particularly pertaining to financial decisions and decisions relating to the future of the
19 College, made by the Board as to the College. A copy of the Memorandum is attached hereto as **Exhibit 3**.

20 31. Additionally, Plaintiff “Alumnae Trustees” sit on both the Board of Mills College and the
21 Board of Governors of the AAMC as voting members, intending to further collaboration between the two
22 entities. The President of the AAMC Board of Governors, while not an “Alumnae Trustee,” also holds a
23 seat on the Mills Board as a voting member.

24 *MILLS COLLEGE FACES FINANCIAL UNCERTAINTY, BUT HAS SIGNIFICANT ASSETS AND*
25 *ENDOWMENT*

26 32. In 2017, the College declared a state of financial emergency, thereafter instituting enrollment
27 initiatives and taking other proactive steps to ensure the College’s survival. Since then, as is the case with
28 many private liberal arts colleges around the nation, the College has continued to face economic pressures,

1 but has maintained an endowment of approximately \$206 million, according to the “Resources and
2 Sustainability Committee” on which certain Defendants sit.¹

3 33. In addition to Mills College’s significant endowment, Mills College has numerous other,
4 significant assets and sources of revenue. Not only have Mills College’s auditors produced year-end,
5 audited financial statements in accordance with the Generally Accepted Accounting Principles (“GAAP”),
6 stating that Mills College will be able to perform on its upcoming financial obligations, but *also* Mills
7 College’s 2021 and 2022 financial statements each found that Mills had actual, and predicted, *positive*
8 financial positioning for those respective years.

9 34. Indeed, although Mills faced financial difficulties from the COVID 19 pandemic—like many
10 other private liberal arts colleges, institutions, and businesses generally—Mills has successfully been able
11 to mitigate the impact of the pandemic on its finances, including by receiving significant amounts from a
12 federal Paycheck Pandemic Program loan, Higher Education Emergency funds and millions in private gifts,
13 grants, and bequests, private enhancement grants, restricted endowed gifts and monetization from the sale
14 of campus assets during 2020 and 2021. The College also has significant outstanding insurance claims
15 related to pandemic losses, which should result in additional cashflow.

16 35. In addition, Mills’ historic and beautiful campus consists of 135 acres of prime real estate
17 located in Oakland, California – a location where real estate prices generally have risen an average of over
18 10% in the last year alone, with home prices increasing over 20%. The Board was previously advised that
19 at least 25 acres of the Mills campus (and likely more) were being underutilized and available for
20 development. Reflecting that this is true, in early 2020 the Board had accepted a contract with a third-party
21 developer that would have resulted in at least \$14.8 million in additional revenue to the College; that contract
22 was then stalled due to the pandemic.

23 36. Similarly (and as discussed further below), in March 2021, President Hillman announced
24 that the College had entered into an agreement with UC Berkeley to host its first year “Changemaker in
25 Oakland” program. The program is expected to bring over \$3.5 million in additional income for the College
26 beginning no later than fiscal year 2022.

27 ¹ This stated value does not account the fair market value of certain portfolio assts (e.g. private equity
28 investments in companies like *Stripe* with recent or imminent initial public offerings), which instead
appear to be listed at their acquisition value.

1 37. The point is this: the Board of Trustees (including Plaintiffs), the AAMC, Mills faculty, and
2 others have been working cooperatively and successfully to address and improve Mills' financial situation
3 since the 2017 financial emergency declaration and, until very recently (mid-March 2021), Plaintiffs
4 believed that cooperative effort was continuing.

5 38. That belief was shattered when, on March 17, 2021, and in the face of the aforementioned
6 financial prospects and strategies, President Hillman unexpectedly announced her plans to shut down Mills
7 College as a degree granting liberal arts college and replace it with some sort of as-yet unformed and
8 undefined "institute." As discussed below, Plaintiffs know little about the specifics because, even though
9 they are unequivocally entitled to information, their requests have gone largely unanswered.

10 *PRESIDENT HILLMAN AND BOARD LEADERSHIP USE CLAIMS OF FINANCIAL UNCERTAINTY TO*
11 *ANNOUNCE THE END OF MILLS COLLEGE*

12 39. On March 4, 2021, a Board of Trustees meeting took place remotely via Zoom.² The Board
13 Packet for this meeting was circulated just three days before the meeting, with additional materials
14 distributed even after that. In a departure from normal practice, the "consent agenda" that was created for
15 this Board meeting was utilized for non-routine (indeed, critical) items that typically would not be found on
16 a consent agenda. Such critical items included a proposed Board Resolution buried at the end of the Board
17 Packet requesting that the Board approve *development* of a "Teach-Out Plan," and *design* of a "Mills
18 Institute," both for further Board consideration. The consent agenda also included a recommendation to
19 approve certain amendments to the College Bylaws, even though such Bylaws can be amended only if
20 "notice of the proposed changes have been given to each member of the Board in or prior to the notice for
21 the meeting" and even though the proper notice was not given in advance of this Board meeting.

22 40. During the Board meeting itself, the Consent Agenda was glossed over, and approved pro
23 forma. Plaintiffs left the meeting believing that that the Board voted, at most, to authorize (1) *development*
24 of a so-called Teach-Out Plan for further consideration and decision by the Board at a later date, and (2)
25 *development* of a Mills Institute for further consideration by the Board at a later date. They were not aware
26
27

28 ² Prior to the pandemic, in contrast, Board of Trustee meetings were held in person and sometimes would span several days.

1 that any decision was purportedly made (or even *posed*) that Mills *in fact* would cease admitting first year
2 students as of a specific date or that Mills *in fact* would cease issuing degrees.

3 41. Therefore, it came as a shock when, on March 17, 2021, the College (through a published
4 message from Dr. Hillman) publicly announced, among other things, that the College would cease enrolling
5 first year students after 2021, and would transition away from serving as a degree-granting institution. This
6 announcement was unequivocal: “Mills’ role as a degree-granting college will end,” it said, leaving
7 members of the public with the impression that the College already had closed. In this same announcement,
8 Dr. Hillman announced that Mills College would continue its mission “by creating a Mills Institute housed
9 here on campus.”

10 42. The announcement was exceedingly troubling for many reasons, one of which is the fact that
11 the College has established a written Communications Framework stating that “[f]or any communication
12 involving institutional change, only actions approved by the Mills College Board of Trustees will be
13 communicated.” Again, Plaintiffs did not approve, and had no knowledge or understanding that any trustee
14 had approved, such messaging. Yet, such decisions were directly attributed to the Board.

15 43. Since that announcement, uncertainty and confusion have been rampant throughout the
16 College community. Adding to the confusion, only eight days after the announcement, on March 25, 2021,
17 Dr. Hillman issued another statement, claiming that “Mills has agreed to be the location for UC Berkeley’s
18 “Changemaker in Oakland Program,” a brand-new program that will allow 200 Berkeley first-year students
19 of all genders to live and study on the Mills campus during the 2021-22 academic year.” This is the same
20 program that the Board of Trustees had been told would provide almost \$4 million in additional revenue to
21 Mills College, and yet public announcements of financial doom and closure were already being made,
22 almost simultaneously.

23 44. Indeed, despite the College’s endowment of approximately \$206 million (at a [very likely
24 understated] minimum), numerous assets, and positive economic prospects for the future, the announcement
25 was purportedly justified by claims of impending financial doom for the College, citing “the economic
26 burdens of the COVID-19 pandemic, structural changes across higher education, and Mills’ declining
27 enrollment and budget deficits...”

28

DEFENDANTS BREACH THE COLLEGE BYLAWS BY DENYING PLAINTIFFS DOCUMENTS AND INFORMATION TO WHICH THEY ARE ENTITLED AS TRUSTEES

45. In comparing the Resolution presented to the Board of Trustees on March 4 with the March 17 announcement, Plaintiffs’ cause for concern and the basis for their information demands are manifest:

Actions actually approved (with emphasis added)	March 17, 2021, Public Announcement (emphasis added)
“[T]he Board hereby authorizes and approves the Teach Out, <i>subject to further Board approval</i> of the Teach-Out Plan;”	“The Mills College Board of Trustees, after careful consideration, <i>has decided</i> that after fall 2021, Mills will no longer enroll new first-year undergraduate students.”
“[A]t the direction of the President of the College, the officers of the college are hereby authorized <i>to develop for further consideration by the Board</i> the Teach-Out Plan...”	“Mills will most likely confer its final degrees in 2023, pending further consideration and action by the Board of Trustees.”
“[A]t the direction of the President of the College, the officers of the college are hereby authorized <i>to develop and implement a communications plan</i> to inform faculty, staff, students, prospective students, and other stakeholders of the matters set forth in these resolutions;”	“Mills’ role as a degree-granting college <i>will end</i> ”
“[T]he Board has determined...a Mills Institute <i>shall be designed...</i> ”	“Today’s news signals <i>the end of an era</i> in Mills College’s history.”
“[T]he mission, vision and Operations of the Mills Institute <i>are still to be developed</i> and refined;”	

<p>1 “[A]t the direction of the President of the 2 College, the officers of the college are hereby 3 authorized <i>to develop for further consideration</i> 4 <i>by the Board</i>, a mission, vision and proposed 5 operating plan for the Mills Institute that takes 6 into account the mission and educational legacy 7 of Mills College;”</p>	
<p>8 “[A]t the direction of the President of the 9 College, the officers of the college are hereby 10 <i>authorized to engage in discussions and</i> 11 <i>negotiations</i> with representatives of UCB and 12 the University of California System with respect 13 to the proposed plans for the Mills 14 Institute...provided, however, that no 15 contractual agreement with respect thereto shall 16 be made with UCB or the University of 17 California System without further action by the 18 Board.”</p>	
<p>19 “For any communication involving institutional 20 change, only actions approved by the Mills 21 college Board of Trustees will be 22 communicated.”</p>	
<p>23 “No communication about changes in Mills’ 24 academic programs will occur without 25 coordination with [Western Association of 26 Schools Senior College and University 27 Commission]” 28</p>	

<p>College officers and key leaders were to receive training will Mills’ “communications consultants” in “mid-March” regarding communications and talking points.</p>	
<p>A plan for further communication was contemplated (1) for current students after their return from spring break on March 29; (2) to alumnae on April 6 (at the earliest), and (3) to faculty and staff, to be determined.</p>	

As shown here, although only further planning was approved and further communications training³ and strategies were to be implemented, an announcement was made that simultaneously caused widespread alarm through the College community, came shortly before the early May decision deadlines for incoming college freshmen, left stakeholders with myriad unanswered questions, and wrongly told everyone listening that the Board of Trustees, Plaintiffs included, had made drastic and final decisions that they had never considered. This messaging led Plaintiffs to search for answers and seek out information. It is those unfulfilled efforts that we discuss next.

46. Dr. Hillman’s March 17, 2021 announcement promised to involve others in developing the College’s future plans and promised to keep others informed about these plans. Indeed, her announcement promised that “alumnae and other stakeholders” would participate in shaping this Institute and plan - claiming that “[o]ver the next few months, Mills faculty, trustees, staff, students, alumnae, and other stakeholders across our community will consider potential structures and programming for a Mills Institute. We will provide regular updates as the design of the Mills Institute evolves.” And, when the statement stated cryptically that, “[a]t the same time, Mills is pursuing promising discussions with other academic

³ The training (if it ever took place) must have been brief, indeed, as the “game over” announcement itself was issued less than two weeks after the training was mentioned.

1 institutions to continue the College’s mission,” it also promised that “We also will keep you informed about
2 those discussions.”

3 47. That has not happened, even for Plaintiff trustees.

4 48. Concerned and flummoxed by what they were hearing, the March 17, 2021 and March 25,
5 2021 announcements have been met with immediate objection from almost every constituent at Mills
6 College – including Plaintiffs, the AAMC, alumnae, faculty, and current students.

7 49. To gain an understanding of the situation and the decisions with which they are being
8 charged, Plaintiffs have repeatedly requested information from the College, through the Board and Dr.
9 Hillman, about the announcements and Dr. Hillman’s plans, including information needed to allow them to
10 assess the status and plans for the future of the College, and for clarification regarding what the College and
11 Dr. Hillman believe was decided at the March 4, 2021 Board meeting.

12 50. Among other things, Plaintiffs requested financial data, term sheets, due diligence, consultant
13 reports and other reports, other materials pertaining to the contemplated “Institute,” and other information
14 regarding the facts underlying the announcement and the announced upcoming changes to the College. After
15 weeks of delay, the College responded to certain of these requests for information on May 13, 2021 – but
16 largely stonewalled Plaintiffs.⁴ Only general information was provided, which largely parroted the March
17 17 announcement that spawned the request for information in the first place. For example, in response to
18 the question of whether the Board, in fact, voted in favor of Mills ceasing to function as a degree granting
19 institution, the College responded, among other things, that:

- 20 • “[T]he Board deemed it advisable to communicate to students and prospective students the
21 nature of the College’s situation and the expectation that at a point in the future the College will
22 not continue to be a degree-granting institution”
- 23 • “The Teach Out Plan has not been fully developed and remains subject to the Board’s further
24 consideration”
- 25 • The board has not approved a transition to a specific Mills Institute.”

26
27
28 ⁴ Initially, Plaintiffs received only a misplaced response stating that the inquiries made were “matters for
the Trustees, not the AAMC.”

1 Despite promising engagement with all College constituents and transparency, Dr. Hillman and the
2 College have withheld most of the requested information and refused to share detailed information about
3 the facts underlying their announcements or future plans.

4 51. The responses provided beg the question: Why was there a change of course to prematurely
5 announce the cessation of the College as a degree-granting institution — contrary to the stated purpose of
6 the College as set forth in the Articles of Incorporation⁵ — if not to ensure that the announced plan would
7 be a foregone conclusion? After all, one can scarcely imagine a more efficient way to curb enrollment in a
8 college than to announce its imminent closure just weeks before prospective, incoming students for Fall
9 2021 would have to decide whether to attend Mills in the Fall. Yet, the minutes from the March 4, 2021
10 Board of Trustees meeting reflect that per Dr. Hillman, “Mills is and will continue to consider all options.”

11 52. Plaintiff members of the Board continue to be deprived of the information and documentation
12 needed to fully and adequately exercise their fiduciary duties at this pivotal time, and continue to have
13 decisions attributed to them that never have been made. By refusing to provide requested information, those
14 charged with overseeing the College and the Board – Dr. Hillman and Ms. Sanborn – have breached their
15 obligations under, at a minimum, the College’s Bylaws, and have breached their fiduciary duties owed to
16 Plaintiffs and the College.

17 53. By this Complaint, Plaintiffs seek to obtain the information and documentation to which they
18 are entitled — the “books, records, [and] documents of every kind” of the College — including but not
19 limited to the information they have requested (more than once) concerning the College’s financial position,
20 planning documents, any term sheets regarding a referenced potential partnership with the University of
21 California, Berkeley, information regarding other contemplated partnerships, and other data necessary for
22 the Board members to exercise their fiduciary duties, understand decisions that have purported been made
23 (and are being attributed to them), and understand what might *still* be on the horizon for their consideration.
24 There can be no question that Plaintiffs are entitled to this information.

25 54. Plaintiffs also request by this Complaint that the College (whether through the Board, Dr.
26 Hillman or any of the Defendants named herein) be restrained from making further decisions and taking

27 ⁵ Again, that stated purpose is “to grant to its students and other persons such honorary testimonials and
28 confer such honors, degrees and diplomas as are granted or conferred by any university, college or
seminary of learning in this State.”

1 further action (including entering any new contracts or financial commitments) related to the future of the
2 College (including requesting that the Board take action) until at least sixty (60) days after Plaintiffs are
3 provided with the information and documents to which they are entitled and Defendants have certified full
4 and complete compliance.

5 **FIRST CAUSE OF ACTION**

6 **(Declaratory Relief)**

7 55. Plaintiffs incorporate by reference all preceding allegations as if fully set forth herein, and
8 for a cause of action allege as follows:

9 56. The College Bylaws provide the internal operating rules for Mills College. According to the
10 College Bylaws, the College is “governed by a board of directors (referred to [in the Bylaws] as the “Board
11 of Trustees,” the “Board” or “Trustees”), by whom all powers of the College shall be exercised and under
12 whose authority the business and affairs of the College shall be controlled.”

13 57. Per the College Bylaws, Article 12.2, members of the Board of Mills College, including the
14 Alumnae Trustees, shall have the “*absolute right*” to inspect the books, records and documents “*of every*
15 *kind*” of the College.

16 58. Plaintiffs have requested, orally and in writing (both individually and jointly), information
17 and documents to which they are entitled under the Bylaws, including but not limited to term sheets,
18 planning documents, financial records, and committee reports pertaining to the contemplated “Institute,”
19 “Teach-Out Plan,” and the contemplated changes to the College. The requests were present to Dr. Hillman
20 and Ms. Sanborn, among others. Plaintiffs have been denied the information and documentation to which
21 they are entitled.

22 59. Plaintiffs desire a declaration that they are entitled to inspect the “books, records, [and]
23 documents of every kind” of the College, including but not limited to the materials specifically requested,
24 and to copy and make extracts of documents.

25 60. Plaintiffs request an appropriate temporary restraining order, preliminary and permanent
26 injunction as necessary to preserve Plaintiffs’ rights, including an order preventing the College and
27 Defendants specifically from taking action (including by requesting that the Board or any of its committees
28 take action) respecting the Institute and/or Teach Out Plan – or the closure and/or sale of the College or any

1 of its assets – until at least sixty (60) days after Plaintiffs are provided with the information and documents
2 to which they are entitled and Defendants have certified full and complete compliance.

3 **SECOND CAUSE OF ACTION**

4 **(Breach of Contract -- Against All Defendants)**

5 61. Plaintiffs incorporate by reference all preceding allegations as if fully set forth herein, and
6 for a cause of action allege as follows:

7 62. The College Bylaws provide the internal operating rules for Mills College. According to the
8 College Bylaws, the College is “governed by a board of directors (referred to [in the Bylaws] as the “Board
9 of Trustees,” the “Board” or “Trustees”), by whom all powers of the College shall be exercised and under
10 whose authority the business and affairs of the College shall be controlled.”

11 63. Per the College Bylaws, Article 12.2, members of the Board of Mills College, including the
12 Alumnae Trustees, shall have the “*absolute right*” to inspect the books, records and documents “*of every*
13 *kind*” of the College.

14 64. The President of the College:

- 15 • “shall be the chief executive officer and educational head of the College and shall carry out the
16 policies of the Board of Trustees, attend to all matters entrusted to the President’s care by the
17 Board, and exercise such general supervision and direction over College affairs as will promote
18 the mission of the College.”
- 19 • “shall be the official medium of communication between the Faculty, the Students and the
20 College Officers, and the Board of Trustees, and shall keep the Board informed of all important
21 proceedings of Faculty meetings.”
- 22 • “shall be the Chief Executive Officer of the administration of the College, responsible to the
23 Board of Trustees for the execution of all administration functions.”
- 24 • “shall report to the Board of Trustees at each of its regular meetings on matters if importance to
25 the College.”

26 65. Plaintiffs have requested, orally and in writing (both individually and jointly), information
27 and documents to which they are entitled under the Bylaws, including but not limited to term sheets,
28 planning documents, financial records, and committee reports pertaining to the contemplated “Institute,”

1 “Teach-Out Plan,” and the contemplated changes to the College. The requests were present to Dr. Hillman
2 and Ms. Sanborn, among others. Plaintiffs have been denied the information and documentation to which
3 they are entitled.

4 66. Plaintiffs have performed all conditions, obligations, and promises required by them to be
5 performed in accordance with the terms and conditions of the Bylaws.

6 67. Defendants breached the terms and conditions of the Bylaws by failing and refusing to allow
7 Plaintiffs to inspect the books, records and documents of the College as requested.

8 68. Plaintiffs request an appropriate temporary restraining order, preliminary and permanent
9 injunction as necessary to preserve Plaintiffs’ rights, including an order preventing Defendants from taking
10 action (including by requesting that the Board or any of its committees take action) respecting the Institute
11 and/or Teach Out Plan – or the closure and/or sale of the College or any of its assets – until at least sixty
12 (60) days after Plaintiffs are provided with the information and documents to which they are entitled and
13 Defendants have certified full and complete compliance.

14 **THIRD CAUSE OF ACTION**

15 **(Breach of Fiduciary Duty and Charitable Trust -- Against All Defendants)**

16 69. Plaintiffs incorporate by reference all preceding allegations as if fully set forth herein, and
17 for a cause of action allege as follows:

18 70. As President and an officer of the College, and holding a seat on the Board, Dr. Hillman
19 owes fiduciary duties of care and loyalty to the College and other members of the Board, including Plaintiffs.
20 These duties require Dr. Hillman to comply with the College Bylaws, to refrain from conduct that would
21 damage the College or its Board members, and to not impede Plaintiffs’ exercise of their fiduciary duties as
22 members of the Board of Trustees.

23 71. As President of the Board, Ms. Sanborn has at all times owed the College and the other Board
24 members, including Plaintiffs, duties of care and loyalty. These duties require Ms. Sanborn to comply with
25 the College Bylaws, to refrain from conduct that would damage the College or its Board members, and to
26 not impede Plaintiffs’ exercise of their fiduciary duties as members of the Board of Trustees.

27 72. As Directors and/or Officers of the College, each Defendant named herein has a duty and
28 obligation to comply with the College Bylaws, to refrain from conduct that would damage the College or

1 its Board members, to not impede Plaintiffs’ exercise of their fiduciary duties as members of the Board of
2 Trustees, and to refrain from taking action on behalf of the College while Plaintiffs are being prevented
3 from fulfilling their duties as trustees.

4 73. Defendants breached their fiduciary duties to Plaintiffs by failing to provide them with the
5 information and documentation requested and necessary for Plaintiffs to carry out their fiduciary obligations
6 as trustees.

7 74. Plaintiffs request an appropriate temporary restraining order, preliminary and permanent
8 injunction as necessary to preserve Plaintiffs’ rights, including an order preventing Defendants from taking
9 action (including by requesting that the Board or any of its committees take action) respecting the Institute
10 and/or Teach Out Plan – or the closure and/or sale of the College or any of its assets – until at least sixty
11 (60) days after Plaintiffs are provided with the information and documents to which they are entitled and
12 Defendants have certified full and complete compliance.

13 **PRAYER FOR RELIEF**

14 WHEREFORE, Plaintiffs pray for judgment against Defendants, and each of them, as follows:

15 **AS TO THE FIRST CAUSE OF ACTION**

- 16 1. A declaratory judgment that Plaintiffs are entitled to inspect the “books, records, [and]
17 documents of every kind” of the College, including the materials specifically requested, and
18 to copy and make extracts of documents.
- 19 2. A temporary restraining order, preliminary and permanent injunction as necessary to
20 preserve Plaintiffs’ rights, including an order preventing Defendants from taking action
21 (including by requesting that the Board or any of its committees take action) respecting the
22 Institute and/or Teach Out Plan and/or future of the College as a degree-granting institution
23 (including entering any new contracts or financial commitments) until (1) at least sixty (60)
24 days after Plaintiffs are provided with the information and documents to which they are
25 entitled and Defendants have certified full and complete compliance, and (2) such actions
26 are authorized or permitted by the foundational and governing documents of the College
27 and/or duly authorized by the Board.

1 **AS TO THE SECOND CAUSE OF ACTION**

- 2 1. A temporary restraining order, preliminary and permanent injunction as necessary to
3 preserve Plaintiffs’ rights, including an order:
- 4 a. Requiring that the College and Defendants allow Plaintiffs to inspect the “books,
5 records, [and] documents of every kind” of the College, including the materials
6 specifically requested, and to copy and make extracts of documents, and
 - 7 b. Preventing Defendants from taking action (including by requesting that the Board or
8 any of its committees take action) respecting the Institute and/or Teach Out Plan
9 and/or future of the College as a degree-granting institution (including entering any
10 new contracts or financial commitments) until (1) at least sixty (60) days after
11 Plaintiffs are provided with the information and documents to which they are entitled
12 and Defendants have certified full and complete compliance, and (2) such actions are
13 authorized or permitted by the foundational and governing documents of the College
14 and/or duly authorized by the Board.

15 **AS TO THE THIRD CAUSE OF ACTION**

- 16 1. A temporary restraining order, preliminary and permanent injunction as necessary to
17 preserve Plaintiffs’ rights, including an order:
- 18 a. Requiring that the College and Defendants allow Plaintiffs to inspect the “books,
19 records, [and] documents of every kind” of the College, including the materials
20 specifically requested, and to copy and make extracts of documents, and
 - 21 b. Preventing Defendants from taking action (including by requesting that the Board or
22 any of its committees take action) respecting the Institute and/or Teach Out Plan
23 and/or future of the College as a degree-granting institution (including entering any
24 new contracts or financial commitments) until (1) at least sixty (60) days after
25 Plaintiffs are provided with the information and documents to which they are entitled
26 and Defendants have certified full and complete compliance, and (2) such actions are
27 authorized or permitted by the foundational and governing documents of the College
28 and/or duly authorized by the Board.

1 2. Damages, including general and special damages, in an amount to be proven at trial.

2 3. For punitive and exemplary damages as authorized by law.

3 **AS TO ALL CAUSES OF ACTION**

4 1. For pre-judgment and post-judgment interest on any award of damages and at the maximum
5 legal rate provided by law;

6 2. For such other and further relief as the Court deems just and proper.

8 Dated: June 7, 2021

GREENBERG TRAUIG, LLP

9 By /s/Lisa McCurdy

10 Lisa McCurdy,
11 Attorneys for Plaintiffs

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EXHIBIT 1

State of California
Secretary of State



**CERTIFICATE OF STATUS
DOMESTIC CORPORATION**

I, BRUCE McPHERSON, Secretary of State of the State of California, hereby certify:

That on the **7TH day of OCTOBER, 1885, MILLS COLLEGE** became incorporated under the laws of the State of California by filing its Articles of Incorporation in this office; and

That said corporation's corporate powers, rights and privileges are not suspended on the records of this office; and

That according to the records of this office, the said corporation is authorized to exercise all its corporate powers, rights and privileges and is in good legal standing in the State of California; and

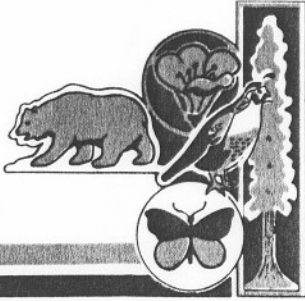
That no information is available in this office on the financial condition, business activity or practices of this corporation.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of November 1, 2006.



A handwritten signature in black ink, appearing to read "Bruce McPherson".

BRUCE McPHERSON
Secretary of State



State of California

OFFICE OF THE SECRETARY OF STATE

CORPORATION DIVISION

I, *MARCH FONG EU*, Secretary of State of the State of California, hereby certify:

That the annexed transcript has been compared with the corporate record on file in this office, of which it purports to be a copy, and that same is full, true and correct.

IN WITNESS WHEREOF, I execute
this certificate and affix the Great
Seal of the State of California this

MAY 10 1990



March Fong Eu

Secretary of State

CERTIFICATE OF AMENDMENT
OF
ARTICLES OF INCORPORATION
OF
MILLS COLLEGE

**ENDORSED
FILED**
In the office of the Secretary of State
of the State of California

MAY 9 1990

MARCHFONGEU, Secretary of State

Mary S. Metz and Betsy van Patten certify that:

1. They are the President and the Secretary, respectively, of Mills College, a California nonprofit public benefit corporation.

2. ARTICLE THIRD of the articles of incorporation of this corporation is amended to read as follows:

"ARTICLE THIRD: This corporation is a nonprofit public benefit corporation and is not organized for the private gain of any person. It is organized under the Nonprofit Public Benefit Corporation Law for public and/or charitable purposes.

The purposes for which the corporation is formed are to receive from the corporation or body known as "The President and Board of Trustees of Mills Seminary College" conveyances of all the property, rights and franchises belonging to or vested in that corporation or body; and thereafter to maintain an institution of learning of the college or university grade for the education of young women; provided, however, Mills College may admit men students to its courses of study on terms and conditions as shall, from time to time, be determined by the trustees of this corporation; to grant to its students and other persons such honorary testimonials and confer such honors, degrees and diplomas as are granted or conferred by any university, college or seminary of learning in this State; provided that no such testimonials, honors, degrees or diplomas shall be conferred except by the vote of a majority of the trustees of this corporation. The institution and teaching therein shall not be sectarian.

This corporation is organized exclusively for charitable, scientific, literary, or educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986 or the corresponding provision of any future United States internal revenue law. Notwithstanding any other provision of these articles, this corporation shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the purposes of this corporation, and the corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986 or the corresponding provision of any future United States internal revenue law, or (b) by a corporation, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code of 1986 or the corresponding provision of any future United States internal revenue law."

3. The foregoing amendment of the articles of incorporation of this corporation has been duly approved by the Board of Trustees.

4. The corporation has no members.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

DATE: May 3, 1990.

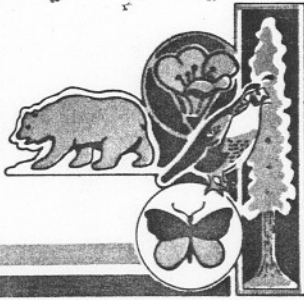


Mary S. Metz, President



Betsy van Patten, Secretary

A374386



State
of
California

OFFICE OF THE SECRETARY OF STATE

CORPORATION DIVISION

I, *MARCH FONG EU*, Secretary of State of the State of California, hereby certify:

That the annexed transcript has been compared with the corporate record on file in this office, of which it purports to be a copy, and that same is full, true and correct.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this

AUG 15 1989



March Fong Eu

Secretary of State

A374386

CERTIFICATE OF AMENDED
AND RESTATED
ARTICLES OF INCORPORATION
OF
MILLS COLLEGE

ENDORSED
FILE
In the office of the Secretary of State
of the State of California

JUL 31 1989

MARCH FONG EU, Secretary of State

Mary S. Metz and Betsy van Patten certify that:

1. They are the President and the Secretary, respectively, of Mills College, a California nonprofit public benefit corporation.

2. The articles of incorporation of this corporation are amended and restated to read in full as follows:

"ARTICLE FIRST: The name of this corporation is Mills College.

ARTICLE SECOND: In accordance with the provisions of Section 9913 of the California Corporations Code, this corporation elects to be governed by all of the provisions of the California Nonprofit Public Benefit Corporation Law not otherwise applicable to this corporation under Sections 9910-9927 of the Corporations Code.

ARTICLE THIRD: This corporation is a nonprofit public benefit corporation and is not organized for the private gain of any person. It is organized under the Nonprofit Public Benefit Corporation Law for public and/or charitable purposes.

The purposes for which the corporation is formed are to receive from the corporation or body known as "The President and Board of Trustees of Mills Seminary College" conveyances of all the property, rights and franchises belonging to or vested in that corporation or body; and thereafter to maintain an institution of learning of the college or university grade for the education of young women; provided, however, Mills College may admit men students to its courses of study on terms and

conditions as shall from time to time be determined by the trustees of this corporation; to grant to its students and other persons such honorary testimonials and confer such honors, degrees and diplomas as are granted or conferred by any university, college or seminary of learning in this State; provided that no such testimonials, honors, degrees or diplomas shall be conferred except by the vote of a majority of the trustees of this corporation. The institution and teaching therein shall not be sectarian.

This corporation is organized exclusively for charitable, scientific, literary, or educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986 or the corresponding provision of any future United States internal revenue law. Notwithstanding any other provision of these articles, this corporation shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the purposes of this corporation, and the corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986 or the corresponding provision of any future United States internal revenue law, or (b) by a corporation, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code of 1986 or the corresponding provision of any future United States internal revenue law.

ARTICLE FOURTH: (a) No substantial part of the activities of this corporation shall consist of carrying on propaganda, or otherwise attempting to influence legislation, and this corporation shall not participate in or intervene in (including publishing or distributing statements) any political campaign on behalf of any candidate for public office.

(b) All corporate property is irrevocably dedicated to the purposes set forth in ARTICLE THIRD, above. No part of the net earnings of this corporation shall inure to the benefit of any of its trustees, officers, or to any individual.

(c) On the winding up and dissolution of this corporation, after paying or adequately providing for the debts, obligations, and liabilities of the corporation, the remaining assets of this corporation shall be distributed to such organization (or organizations) organized and operated

exclusively for charitable, scientific, literary, or educational purposes which has established its tax-exempt status under Section 501(c)(3) of the Internal Revenue Code of 1986 (or the corresponding provision of any future United States internal revenue law) and which has established its tax-exempt status under Section 23701d of the California Revenue and Taxation Code (or the corresponding section of any future California revenue and tax law)."

3. The foregoing amendment and restatement of the articles of incorporation of this corporation has been duly approved by the Board of Trustees.

4. The corporation has no members.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

DATED: July 5, 1989


Mary S. Metz, President


Betsy van Patten, Secretary

EXHIBIT 2

BYLAWS
OF
MILLS COLLEGE
A California Nonprofit Public Benefit Corporation

(Amended and restated, and adopted by the Board of Trustees at its meeting on March 4, 2021.)

I. NAME & LOCATION

1.1 Name. The name of this corporation is MILLS COLLEGE (hereinafter the “College”).

1.2 Principal Place of Business. The initial principal office of the corporation shall be located in the City of Oakland, County of Alameda, State of California. The Board of Trustees may at any time, or from time to time, change the location of the principal office from one location to another within said city and county. The Board of Trustees may at any time establish branch locations at any place where the corporation is qualified to do business.

II. PURPOSE

2.1 Purpose. The College is a nonprofit, public benefit corporation and is organized under the California Nonprofit Public Benefit Corporation Law (the “Law”) for public purposes. Specifically, the purpose of the College is to educate students to think critically and communicate responsibly and effectively, to accept the challenges of their creative visions, and to acquire the knowledge and skills necessary to effect thoughtful changes in a global, multicultural society, and as set forth in the Third Article of the College’s Articles of Incorporation.

2.2 Limitations. The College shall not, except in any insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the purposes described in the Third Article of the College’s Articles of Incorporation. The College may not carry on any activity for the profit of its Trustees, Officers or other persons or distribute any gains, profits or dividends to its Trustees or other persons as such. Furthermore nothing in these bylaws shall be construed as allowing the College to engage in any activity not permitted to be carried on (i) by a corporation exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Code”) or (ii) by a corporation, contributions to which are deductible under section 170(c)(2) of the Code.

2.3 Property Dedicated to Nonprofit Purposes. All College property is irrevocably dedicated to the purposes set forth in in the Third Article of the College’s Articles of Incorporation. No part of the net earnings of the College shall inure to the benefit of any of its Trustees, Officers, or to any individual, except that the College is authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in 2.1.

2.4 Distribution of Assets Upon Dissolution. On the winding up and dissolution of the College, after paying or adequately providing for the debts, obligations, and liabilities of the College, the remaining assets of the College shall be distributed to an organization (or organizations) organized and operated exclusively for charitable, scientific, literary, or educational purposes which has

established its tax-exempt status under Section 501(c)(3) of the Internal Revenue Code of 1986 (or the corresponding provision of any future United States internal revenue law) and which has established its tax-exempt status under Section 2370ld of the California Revenue and Taxation Code (or the corresponding section of any future California revenue and tax law).

2.5 Political Activities. The College has been formed under California Nonprofit Corporation Law for the charitable purposes described in in the Third Article of the College’s Articles of Incorporation and it shall be nonprofit and nonpartisan. No substantial part of the activities of the College shall consist of carrying on propaganda, or otherwise attempting to influence legislation, and the College shall not participate in or intervene in any political campaign (including the publishing or distribution of statements) on behalf of, or in opposition to, any candidate for public office.

III. BOARD OF TRUSTEES

3.1 Powers. The College shall be governed by a board of directors (referred to herein as the “Board of Trustees,” the “Board” or “Trustees”), by whom all powers of the College shall be exercised and under whose authority the business and affairs of the College shall be controlled.

3.2 Number. The Board of Trustees shall consist of a total of forty-two (42) Trustees (excluding Honorary Trustees) each of whom has full voting privileges, unless changed by an amendment to these Bylaws.

3.3 Classification and Term of Office. All Trustees shall be elected by the Board, except for (i) the President of the Alumnae Association of Mills College (hereinafter “AAMC”) and Trustees designated by the AAMC (collectively “Alumnae Trustees”) and (ii) the President of the College (“President”), who shall be a Trustee as provided in Paragraph 7.3.1. The members of the AAMC shall elect three of its members to the Board, which individuals shall possess the knowledge, experience, ability and interest qualifying them to be Trustees. Each Trustee elected by the AAMC shall be designated from among those candidates nominated by the AAMC Board of Governors' Nominating Committee. In addition to the three Trustees elected by the AAMC, the President of the AAMC shall also serve as an *ex officio* member of the Board of Trustees.

Trustees may include, when so elected by the Board: (i) Recent Graduate Trustees (two recent graduates who have graduated within the past two years) of the College’s undergraduate or graduate programs); (ii) Trustees Emeritae/Emeriti (a former Trustee who served on the Board for at least nine (9) years and is at least sixty-five years of age, or a former Trustee who served as a Board Chair).

The Board may elect as an Honorary Trustee a former Trustee who served on the Board for at least nine years and is at least sixty-five years of age, or a former Trustee who served as a Board Chair. Honorary Trustees serve at the pleasure of the Board without term limits and are invited to participate in Board meetings and other Board functions without voting privileges.

3.4. Term of Trustees.

3.4.1 Trustees. Unless otherwise specified herein, the term of office of each Trustee shall be three (3) academic years. Unless otherwise specified herein, a Trustee may be nominated for reelection as a Trustee for one or more additional terms. Except as

otherwise designated by the Board at the time of election or when filling a vacancy, the term of each newly-elected Trustee shall commence on July 1 following their election. A Trustee shall continue in office until a successor has been elected or designated, as the case may be, and qualifies for office, or such Trustee resigns or is removed from office.

3.4.2 Alumnae Trustees. The term of office of each Alumnae Trustee shall be three academic years. After serving two consecutive terms, Alumnae Trustees shall be ineligible for reelection as Alumnae Trustees.

3.4.3 Recent Graduate Trustees. The term of office of each Recent Graduate Trustee shall be three academic years. After serving one term, Recent Graduate Trustees shall be ineligible for reelection as a Recent Graduate Trustee.

3.4.4 Trustees Emeritae/Emeriti. The term of office of each Trustee Emeritae/Emeriti shall be six academic years.

3.5 Restriction Regarding Interested Trustees. Notwithstanding any other provision of these Bylaws, not more than forty-nine percent (49%) of the persons serving on the Board and no more than one (1) person per family serving on the Board, may be interested persons. For purposes of this paragraph, "interested persons" means:

(a) Any person currently being compensated by the College for services rendered to it within the previous twelve (12) months, whether as a full or part-time officer or other employee, independent contractor, or otherwise, excluding any reasonable compensation paid to a Trustee in their capacity as a Trustee; or

(b) Any brother, sister, ancestor, descendant, spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law or father-in-law of any person described in subparagraph (a) above.

3.6 Vacancies. In the case of any vacancy among the Trustees due to death, resignation, disqualification, or other cause, the Board of Trustees may elect a successor to hold office for the remainder of the term of the departed Trustee. Any such vacancy among Alumnae Trustees may be filled by AAMC's Board of Governors from a list of candidates proposed by its nominating committee.

3.7 Removal of a Trustee. The Board, by a majority vote of the Trustees, including the President, may declare vacant the office of any Trustee, excluding the President and the AAMC President, (1) who fails or ceases to meet the requirement to attend at least three (3) regular meetings within an academic year, (2) for cause as specified in the California Corporations Code, (3) for breach of fiduciary duties owed to this Corporation, or (4) for actions inimical to the best interests of this Corporation and the educational mission that it serves. If questioned, the adequacy of the reason for absence shall be determined by the Board of Trustees in its sole and absolute discretion.

3.8 Resignation. Except as provided in this Section, any Trustee may resign by giving written notice to the Board Chair, the President, the Secretary, or the Board as a whole. Such a written

resignation will be effective on the later of (i) the date it is delivered or (ii) the time specified in the written notice that the resignation is to become effective. No Trustee may resign if the College would then be left without a duly elected Trustee or Trustees in charge of its affairs, except upon notice to the California Attorney General.

IV. MEETINGS OF THE BOARD OF TRUSTEES

4.1 Place of Meetings. Meetings of the Board of Trustees may be held on the campus of the College, in Oakland, California, or at any other place within the State of California that the Board Chair may from time to time designate.

4.2 Regular Meetings. Regular meetings of the Board of Trustees shall be held at least four (4) times during each academic year on dates and at hours as determined by the Board Chair and President. One of the regular meetings, whenever possible, shall be held in May during the week preceding Commencement Exercises and shall be designated the Annual Meeting, at which meeting officers of the Board, Committee Chairs, and Trustees for the ensuing academic year shall be elected.

4.3 Special Meetings. Special meetings of the Board of Trustees shall be held when called by the Board Chair, or, in the Board Chair's absence, inability, or refusal to act, by the Vice Chair, the President, or any two (2) Trustees.

4.4 Notice of Meetings.

(a) Written notice of the time and place of each regular meeting of the Board of Trustees (except an adjourned meeting) shall be given to each Trustee at least seven (7) calendar days before the date of the meeting. In case such notice is mailed, it shall be deposited in the United States mail addressed to the Trustee at their address as it appears on the records of the College at least seven (7) days prior to the date of the meeting or such notice may be given at least four (4) days prior to the date of the meeting, personally or by telephone, facsimile or electronic mail delivered or transmitted to the Trustee. Such deposit in the mail, delivery to a common carrier, transmission by electronic means or delivery, personally or by telephone, as above provided, shall be due, legal and personal notice to such Trustees.

(b) Notice of the time and place of a special meeting of the Board of Trustees (except an adjourned special meeting) shall be given to each Trustee, prior to the date of the meeting. In case such notice is mailed, it shall be deposited in the United States mail addressed to the Trustee at their address as it appears on the records of the College at least four (4) days prior to the date of the meeting, or it may be delivered personally or telephoned, telegraphed or sent by facsimile transmission or electronic communication to the Trustee at least forty-eight (48) hours prior to the time of the holding of the meeting.

(c) Copies of all notices shall be maintained by the Secretary.

4.5 Quorum. At all meetings of the Board of Trustees, one-third (1/3) of the number of Trustees then in office (excluding any Honorary Trustees) shall constitute a quorum for the

transaction of business, except to adjourn. In the absence of a quorum, a majority of the voting Trustees present at a meeting may adjourn the meeting to resume at a later stated date and hour. If the meeting is adjourned for more than twenty-four (24) hours, notice of the time and place of holding an adjourned meeting shall be given to Trustees who were not present at the time of the adjournment. Every action taken or decision made by a majority of the Trustees present at a duly held meeting at which a quorum is present shall be the act of the Board of Trustees, subject to the more stringent provisions of these Bylaws or the California Nonprofit Public Benefit Corporation Law, which requires a majority vote of Trustees then in office for the (i) approval of contracts or transactions in which a Trustee has a direct or indirect material financial interest (provided that the vote of any interested Trustee is not counted); (ii) removal of a Trustee without cause; (iii) creation of and appointments to committees of the Board having the authority of the Board; and (iv) indemnification of Trustees. A meeting at which a quorum is initially present may continue to transact business, despite the withdrawal of Trustees, if any action taken or decision made is approved by at least a majority of the required quorum for that meeting.

4.6 Participation at Meetings. Trustees may participate in a meeting through the use of telephone conference, electronic video screen communication or similar communications equipment so long as all Trustees participating in such meeting can hear one another and communicate clearly and concurrently and so long as they are provided the means of participating in all matters at the meeting, including the capacity to propose or interpose an objection to a specific action to be taken by the Board. Such participation constitutes presence in person at such meeting.

4.7 Order of Business; Executive Session. At all meetings of the Board of Trustees, business shall be transacted in such order as the Board Chair may from time to time determine. The Board Chair at any meeting of the Board of Trustees may call an executive session from which employees of the College, including the President, may be excluded.

4.8 Action of the Board by Unanimous Written Consent. Any action required or permitted to be taken by the Board may be taken without a meeting if all the Trustees are contacted and all (excluding any "interested" Trustees), individually or collectively, consent in writing to such action. Such written consent shall be filed with the minutes of the proceedings of the Board. Such action by written consent shall have the same force and effect as a unanimous vote by such Trustees taken at a meeting. For the purposes of this paragraph, a Trustee shall be defined as an "interested" Trustee with respect to any transaction(s) between the College and (i) that Trustee or Trustee's Family Members (spouse, parents, sibling, child, or spouse of a sibling, domestic partner or a person with whom one cohabits), (ii) an entity in which a Trustee or any person or entity described in (i), has ownership interests, whether in the form of equity or debt, in the aggregate of more than 35 percent (a material financial interest), or (iv) an entity in which the Trustee is an officer, director, trustee or employee. A Trustee shall also be defined as an "interested" Trustee with respect to any transaction(s) in which (i) there may be an actual or perceived conflict of interest, including any transaction in which the interests of the Trustee may be seen as competing with the interests of the College; or (ii) A Potential Excess Benefit Transaction under Section 4958 of the Internal Revenue Code.

V. OFFICERS OF THE BOARD OF TRUSTEES

5.1 Number. The officers of the Board of Trustees shall be a Chair and a Vice Chair, each of whom shall be an Elected Trustee, and a Secretary (who shall also be the Secretary of the College) and an Assistant Secretary, each of whom may, but need not, be a Trustee or an employee of the College. The Board of Trustees shall have the power to create from time to time such other officers as it may deem necessary.

5.2 Election and Term of Office. The officers shall be elected by the Board of Trustees at the Annual Meeting. They shall be chosen from a list of nominees presented by the Executive Committee. They shall hold office for one academic year following such Annual Meeting beginning July 1 until their successors are elected and shall serve at the pleasure of the Board.

5.3 Duties and Authorities.

5.3.1 Board Chair. The Board Chair shall:

- (a) Preside at all meetings of the Board of Trustees;
- (b) Be an *ex officio* member with voting privileges of all Standing Committees of the Board of Trustees;
- (c) Sign, as Board Chair, on behalf of the College, all documents which require the Board Chair's signature;
- (d) Sign, together with the President, the diplomas of all persons receiving degrees from the College; and
- (e) Perform such other duties as may be delegated by the Board of Trustees.

5.3.2 Vice Chair. The Vice Chair shall, in the case of absence, disability, or death of the Board Chair, perform the duties and exercise the powers of the Board Chair, and perform such other duties as may be delegated to the Vice Chair by the Board of Trustees.

5.3.3 Secretary and Assistant Secretary. The Secretary, or the Assistant Secretary, shall:

- (a) Attend all meetings of the Board of Trustees;
- (b) Prepare and record the minutes of all meetings of the Board of Trustees and all resolutions and actions taken by written consent, and obtain and maintain a complete record of the minutes of the meetings of the Committees;
- (c) Prepare and give all notices of meetings of the Board of Trustees and such other notices as the Board Chair or the Chairs of the Standing Committees may direct;
- (d) Transmit, or cause to be transmitted, to each Trustee and other distributees specified by the Board of Trustees, a copy of the minutes of all meetings of the Board of Trustees and Standing Committees, except for the confidential minutes of closed meetings or executive sessions, which shall be distributed only to those Trustees and committee members eligible to attend such meetings;
- (e) Keep the corporate seal of the College and affix it to all instruments or documents requiring a seal; and
- (f) Generally perform all such duties as pertain to the office of Secretary, and as are reasonably required by the Board of Trustees.

5.4 Vacancies. If the office of any officer becomes vacant by reason of death, resignation, removal, or otherwise, the Board of Trustees shall elect a successor, who shall hold office for the unexpired term of such departing officer, until a successor is elected.

VI. COMMITTEES OF THE BOARD OF TRUSTEES

6.1 Standing Committees.

6.1.1 Identity. The Board of Trustees shall have the following Standing Committees. In addition to the committee descriptions set forth herein, each committee shall have a written charter that describes composition, purpose, and primary responsibilities as approved by the Board of Trustees. Each committee shall review such statements for their appropriateness and adequacy regularly.

Academic and Student Experience Committee
Audit and Enterprise Risk Committee
Executive Committee
External Engagement Committee
Resources and Sustainability Committee

The Board of Trustees may, from time to time, establish such other Standing Committees as it may deem desirable, which shall be created only by the vote of a majority of the number of voting Trustees then in office, provided that any other such Standing Committee that can exercise the authority of the Board of Trustees shall be comprised solely of Trustees.

The Board Chair and the President shall be *ex officio* members with voting privileges of all Standing Committees.

6.1.2 Election. At its Annual Meeting, the Board of Trustees shall elect the Chair of each Standing Committee and all members of each Standing Committee, except those serving thereon by virtue of designation described herein, from a list of nominees presented by the Executive Committee or from nominations made from the floor. Members of any Standing Committee who can exercise the authority of the Board of Trustees, specifically the Executive Committee, the Audit and Enterprise Risk Committee, and the Resources and Sustainability Committee shall be elected only by a majority of the number of voting Trustees then in office. Those elected shall hold office for the following academic year, beginning July 1.

Vacancies in the office of Chair of a Standing Committee shall be filled in the manner described at any meeting following the occurrence of the vacancy.

6.1.3 Meetings and Notice of Meetings. Each Standing Committee shall meet as often as its business requires, on the call of the Chair or any two (2) members of the committee. Written notice of each meeting shall be given to each committee member prior to the meeting. In case such notice is mailed, it shall be deposited in the United States mail addressed to the Trustee at their address as it appears on the records of the College at least seven (7) days prior to the date of the meeting, or it may be delivered personally or

telephoned, telegraphed or sent by facsimile transmission or electronic communication to the Trustee at least four (4) days prior to the date of the meeting. Committee members may participate in a meeting through the use of telephone conference or similar communications equipment so long as all committee members participating in such meeting can clearly and concurrently hear one another and so long as they are provided the means of participating in all matters at the meeting, including the capacity to propose or interpose an objection to a specific action to be taken by the committee. Such participation constitutes presence in person at such meeting.

6.1.4 Quorum. With the exception of the Executive Committee, five (5) members of any Standing Committee or the majority of the Trustees sitting on such committee (whichever is the lesser number), not including Honorary Trustees, and advisory members, shall constitute a quorum.

6.1.5 Order of Business; Executive Session. At all meetings of Standing Committees, business shall be transacted in such order as the Chair of each Standing Committee may from time to time determine. A Committee Chair at any meeting of a Standing Committee may call an executive session from which employees of the College, including the President, may be excluded.

6.1.6 Action of Standing Committees by Unanimous Written Consent. Any action required or permitted to be taken by a Standing Committee may be taken without a meeting if all the committee members are contacted and all (excluding any “interested” committee members), individually or collectively, consent in writing to such action. Such written consent shall be filed with the minutes of the proceedings of the Standing Committee. Such action by written consent shall have the same force and effect as a unanimous vote by such Trustees taken at a meeting. For the purposes of this paragraph, a committee member shall be defined as an “interested” committee member with respect to any transaction(s) between the College and (i) that committee member or the committee member’s Family Members (spouse, parents, sibling, child, or spouse of a sibling, domestic partner or a person with whom one cohabits), (ii) an entity in which a committee member or any person or entity described in (i), has ownership interests, whether in the form of equity or debt, in the aggregate of more than 35 percent (a material financial interest), or (iv) an entity in which the committee member is an officer, director, trustee or employee. A committee member shall also be defined as an “interested” committee member with respect to any transaction(s) in which (i) there may be an actual or perceived conflict of interest, including any transaction in which the interests of the committee member may be seen as competing with the interests of the College; or (ii) A Potential Excess Benefit Transaction under Section 4958 of the Internal Revenue Code.

6.2 Executive Committee. The Executive Committee shall consist of the Board Chair and Vice Chair of the Board of Trustees, the Chairs of the Academic and Student Experience, Audit and Enterprise Risk, External Engagement, and Resources and Sustainability committees, the President, and any other Trustees nominated by the Executive Committee and elected by the Board. The Board Chair shall be Chair of the Committee. The Committee shall meet at the call of the Board Chair or the President or any two (2) members of the Committee. The Board Chair or

Vice Chair or the President and any three (3) other voting members of the Committee shall constitute a quorum.

The Executive Committee shall have and may exercise to the fullest extent permissible by law all the powers of the Board of Trustees, provided however that the Executive Committee shall not have the right to:

- approve any action for which the Law also requires approval of the “members”, as defined by the Law, of the College, whether or not the College has such members at that time;
- fill vacancies on the Board of Trustees or on any committee of the Board;
- fix any compensation of the Trustees for serving on the Board or on any committee thereof;
- amend or repeal the bylaws or adopt new bylaws;
- amend or repeal any resolution of the Board of Trustees which by its express terms is not so amendable or repealable;
- create committees of the Board of Trustees or appoint members thereto;
- expend or approve the expenditure of funds of the College to support a nominee for Trustee;
- approve of any self-dealing transaction (as defined by California Corporations Code section 5233 or any successor section thereto) involving a Trustee on the Executive Committee except in compliance with California Corporations Code subparagraph 5233(d)(3);
- incur obligations binding upon the College in excess of \$750,000. Obligations under this amount must be ratified at the next meeting of the Board of Trustees;
- dispose of real property;
- determine the general policies of the College; or
- elect or remove the President.

All actions taken by the Executive Committee shall be reported to the Board of Trustees at its meeting next succeeding such actions and shall be subject to revision, revocation or alteration by the Board of Trustees, provided that no rights of third persons shall be adversely affected thereby.

6.4 Audit and Enterprise Risk Committee. Each year the Audit and Enterprise Risk Committee shall engage an independent auditor to audit annual financial statements using generally accepted accounting principles. The audit shall be conducted in conformity with generally accepted auditing standards. The Audit and Enterprise Risk Committee shall approve the annual audited financial statements for the College. The Audit and Enterprise Risk Committee shall direct the auditor to review best practices at the College. After reviewing and approving the Auditor’s report and recommendations, the Audit and Enterprise Risk Committee will report thereon to the Board. The President and the Vice President for Finance and Administration/Treasurer shall not be members of the Audit and Enterprise Risk Committee. Members of the Resources and Sustainability Committee shall constitute less than 50% of the membership of the Audit and Enterprise Risk Committee.

6.3 Resources and Sustainability Committee. The Resources and Sustainability Committee shall exercise general oversight over the College's fiscal stability and long-term economic health, including net enrollment revenues; invested assets, including endowment, planned giving, and employee retirement plans; and campus and physical assets, and technologies. It shall oversee the preparation of the College's budget and periodic financial statements. It shall, with the advice of the Vice President for Finance and Administration/Treasurer of the College, designate depositories for the funds and securities of the College. The Resources and Sustainability Committee shall submit to the Board of Trustees each year a salary budget, fee schedule, financial aid budget, and endowment expenditure rate for the following academic year. It shall also submit a detailed budget at the Annual Meeting. Once approved by the Board of Trustees, such budget shall be the authority for incurring the expenditures set forth therein. The Resources and Sustainability Committee, meeting as a committee of the Board of Trustees shall have the power to authorize the short-term borrowing of money necessary for temporary or emergency purposes. All borrowing that exceeds one year in duration or exceeds \$5,000,000, regardless of purpose, must be submitted to the Resources and Sustainability Committee and then to the Board of Trustees for approval.

The Resources and Sustainability Committee shall recommend investment policies to the Board of Trustees and implement them upon approval of the Board of Trustees.

In accordance with investment policies approved by the Board of Trustees, the Resources and Sustainability Committee shall select investment managers and investment consultants and shall provide guidelines to the investment managers for the management of the College's portfolio. The Resources and Sustainability Committee may delegate to investment managers and to the Vice President for Finance and Administration/Treasurer authority to invest, reinvest, purchase, sell, assign and transfer the securities.

The Resources and Sustainability Committee shall regularly report on its activities to the Board of Trustees.

The chair of the Audit and Enterprise Risk Committee shall not be a member of the Resources and Sustainability Committee.

College.

6.6 Additional Duties and Reports of Standing Committees. Each Standing Committee shall perform such additional functions as may be directed by the Board of Trustees. Except as otherwise provided in these Bylaws, no Standing Committee can take actions that bind the Board of Trustees or the College without the express prior approval of the Board of Trustees. A Standing Committee, which has voting members who are not Trustees shall be advisory only and shall never be delegated authority to bind the College or the Board of Trustees. The delegation of the oversight of certain of the College's activities to such Standing Committees is permissible provided that the activities and affairs of the College shall be managed and all corporate powers shall be exercised under the ultimate direction of the Board of Trustees. Each Standing Committee shall report its actions (and those of its subcommittees) and its recommendations to the Board of Trustees at the next regular meeting thereof and any such actions shall be subject to revocation, revision or alteration by the Board of Trustees, provided that no rights of third persons shall be

adversely affected thereby.

A Standing Committee may, whenever it deems it advisable, establish a subcommittee to carry out specific functions assigned to it by such Standing Committee and the Standing Committee shall appoint the members of such subcommittee. Standing Committees may invite faculty or staff of the College, students, or members of the AAMC or others to attend their meetings to advise or staff the Committees.

6.7 Special (Ad Hoc) Committees. Special Committees may be established by the Board of Trustees with such membership and powers and duties as the Board of Trustees may determine, except as limited by law.

VII. THE COLLEGE

7.1 Number, Appointment and Terms of College Officers. The officers of the College (the "College Officers") shall be a President, a Provost and Dean of the Faculty, a Vice President for Finance and Administration/Treasurer, and such other officers as may from time to time be appointed by the Board of Trustees. Such other officers shall have such primary duties and responsibilities as shall be recommended by the President and approved by the Board of Trustees.

The College Officers shall be appointed by the Board of Trustees and shall hold office at the pleasure of the Board of Trustees, subject to the rights of such College Officer under any employment contract or applicable law. Unless permitted by law, the chief executive officer and chief financial officer shall not be the same individual.

7.2 Other Administrative Staff. The President shall appoint other administrative staff as necessary to conduct the business of the College.

7.3 Duties and Authority.

7.3.1 President. The President shall be the chief executive officer and educational head of the College and shall carry out the policies of the Board of Trustees, attend to all matters entrusted to the President's care by the Board, and exercise such general supervision and direction over College affairs as will promote the mission of the College.

The President shall be the chief executive officer of the Faculty, and a member of all Faculty Committees, except the Committee on Appointment, Promotion and Tenure and the Committee on Committees, and shall have authority to convene meetings of the Faculty.

The President shall be an *ex officio* member of the Board of Trustees with full voting privileges. The President shall be the official medium of communication between the Faculty, the Students and the College Officers, and the Board of Trustees, and shall keep the Board informed of all important proceedings of Faculty meetings.

The President shall be the Chief Executive Officer of the administration of the College, responsible to the Board of Trustees for the execution of all administrative functions.

The President shall recommend to the Board of Trustees, through the Academic and

Student Experience Committee, the appointment or promotion of or change in the Faculty and educational staff and, through the Executive Committee, the appointment and conditions of employment of the College Officers.

The President shall report to the Board of Trustees at each of its regular meetings on matters of importance to the College and shall make an annual report at the first Board of Trustees meeting in each academic year on the business and affairs of the College during the preceding academic year and on its condition at the end of such academic year. The President shall present for consideration at any Board of Trustees meeting measures deemed necessary or expedient for the welfare of the College.

The President shall, together with the Board Chair, sign the diplomas of all persons receiving degrees from the College.

The President shall designate an Acting President to serve during any short-term temporary absence of the President, upon confirmation by the Board of Trustees if the absence exceeds thirty (30) days.

If the office of the President becomes vacant by reason of disability, death, resignation, removal, or otherwise, the Board of Trustees shall appoint an Acting President.

7.3.2 Provost and Dean of the Faculty. The Provost and Dean of the Faculty shall be the ranking educational officer of the College, second only to the President, shall be an advisory (without vote) member of the Academic and Student Experience Committee of the Board of Trustees, and shall be concerned with the administration of educational policies, regulations and decisions made by the Faculty and its committees, and with such other matters as may be delegated to the Provost and Dean of the Faculty by the President.

7.3.3 Vice President for Finance and Administration/Treasurer. The Vice President for Finance and Administration/Treasurer, under the supervision of the President, shall be the chief financial officer of the College and shall be responsible for the financial and administrative services of the College.

The Vice President for Finance and Administration/Treasurer shall keep, or cause to be kept, proper books of account and investment records, which shall be open to inspection at all times by the Board of Trustees, the Audit and Enterprise Risk Committee, the Resources and Sustainability Committee, and the President.

The Vice President for Finance and Administration/Treasurer shall receive and collect all monies and properties owing or belonging to the College, shall pay all bills, once validated within the respective budget allocations, shall attend to the collection of rents, the making of repairs to College property, the payment of taxes, the keeping of the College properties properly insured, and all other matters incidental to the proper care and management of such properties.

The Vice President for Finance and Administration/Treasurer shall have authority to draw

checks against deposits standing in the name of the College in any bank or trust company and to endorse for collection any checks, notes, drafts, and the like drawn to the order of the College.

The Vice President for Finance and Administration/Treasurer shall prepare, with the approval of the President, a statement showing the financial condition of the College at the close of each academic year, the financial transactions during that year, and comparative data for the previous academic year, to be rendered as early as practicable after the close of each fiscal year to the Resources and Sustainability Committee and to the Board of Trustees.

The Vice President for Finance and Administration/Treasurer shall be an advisory (without vote) member of the Audit and Enterprise Risk Committee and the Resources and Sustainability Committee of the Board of Trustees.

If the office of the Vice President for Finance and Administration/Treasurer becomes vacant by reason of disability, death, resignation, removal, or otherwise, the President, with the approval of the Chair of the Resources and Sustainability Committee, shall designate a College employee to perform the functions of the office temporarily.

VIII. THE FACULTY

8.1 Organization. Voting members of the Faculty of the College in meetings of the Faculty as a whole shall be the President, the Provost and Dean of the Faculty, the Dean of Students, the College Librarian, all salaried professors in any grade and salaried instructors who are employed at least two-thirds (2/3) of the time in the semester in which the Faculty meeting is being held or who have been employed by the College to teach at least one course per year for three (3) consecutive years. Voting members of the Faculty in division and departmental meetings shall be the President and all salaried members of the divisions or departments. The Faculty shall hold such meetings during the academic year as it may determine and shall keep a record of its proceedings.

Subject to the ultimate power and direction of the Board of Trustees to manage the activities and affairs of the College and exercise all corporate powers, the Faculty shall prescribe the requirements for admission, courses of study, conditions of graduation, the nature of degrees to be conferred, and regulations for the conduct of the educational work of the College, and provide directly or indirectly the necessary organization for the conduct of student life and activities. It shall recommend to the Academic and Student Experience Committee candidates for degrees in courses.

No exercise of the powers herein conferred on the Faculty, which in the judgment of the President involves a major issue in the educational policy or social functioning of the College, shall take effect without the concurrence of the President and the approval of the Board of Trustees.

8.2 Contracts with the Faculty. Individual Faculty members for whom tenure-track or endowed chair appointment is proposed shall be appointed by the Board of Trustees, upon the recommendation of the President and the Board of Trustees' Academic and Student Experience Committee. Adjunct faculty appointments may be approved by the Provost and Dean of the

Faculty.

The term of a tenure-track Faculty member's current employment, together with provisions as to their classification, tenure, advancement, dismissal, leaves of absence, pensions, insurance, retirement, and any other benefits or obligations, shall be expressed in a letter to them from the President.

IX. ASSOCIATED STUDENTS

With the assent of the Board of Trustees, the President and Faculty of Mills College shall grant to the Associated Students of Mills College (the "ASMC"), subject to revocation at any time at the discretion of the President and Faculty of the College, power to organize the non-academic activities of campus life, and to enforce its organizational standards of conduct by appropriate measures short of suspension or expulsion from the College without prejudice to the disciplinary authority of the President and Faculty. The constitution and bylaws of the Associated Students and all amendments thereto shall be submitted to the President for approval and shall not be effective until such approval shall have been granted.

X. AMENDMENT TO THE BYLAWS

These Bylaws may be altered or amended at any meeting of the Board of Trustees at which a quorum is initially present by a two-thirds vote of the voting Trustees present, provided that notice of the proposed changes have been given to each member of the Board in or prior to the notice for the meeting.

XI. INDEMNIFICATION OF TRUSTEES, OFFICERS, EMPLOYEES AND OTHER AGENTS

11.1 Definitions for the Purpose of This Article.

(a) Agent. "Agent" means any person who is or was a trustee, *ex officio* trustee, officer, employee, or other agent of the College or is or was serving at the request of the College as a trustee, *ex officio* trustee, officer, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust, or other enterprise, or was a trustee, *ex officio* trustee, officer, employee, or agent of a foreign or domestic corporation that was a predecessor corporation of the College or of another enterprise at the request of the predecessor corporation;

(b) Proceeding. "Proceeding" means any threatened, pending, or completed action or proceeding, whether civil, criminal, administrative, or investigative; and

(c) Expenses. "Expenses" means, without limitation, all attorneys' fees, costs, and any other expenses incurred in the defense of any claims or proceedings against an Agent by reason of the Agent's position or relationship as Agent and all attorneys' fees, costs, and other expenses incurred in establishing a right to indemnification under this Article.

11.2 Successful Defense by Agent. To the extent that an Agent of this College has been successful on the merits in the defense of any proceeding referred to in this Article, or in the defense of any claim, issue, or matter therein, the Agent shall be indemnified against expenses actually and reasonably incurred by the Agent in connection with the claim. If an Agent either

settles any such claims or sustains a judgment rendered against the Agent, then the provisions of Paragraph 11.3 through 11.5 below shall determine whether the Agent is entitled to indemnification.

11.3 Actions Brought by Persons Other Than the College. The College shall indemnify any person who was or is a party or is threatened to be made a party to any proceeding (other than an action by or in the right of the College to procure a judgment in its favor, an action brought under California Corporations Code section 5233 concerning self-dealing transactions, or an action brought by the Attorney General or a person granted relator status by the Attorney General for any breach of duty relating to the assets held in charitable trust) by reason of the fact that such person is or was an Agent of the College, against expenses, judgments, fines, settlements, attorneys' fees and costs and other amounts actually and reasonably incurred in connection with such proceeding if such person acted in good faith and in a manner such person reasonably believed to be in the best interests of the College and, in the case of a criminal proceeding, had no reasonable cause to believe that the conduct of such person was unlawful. The termination of any proceeding by judgment, order, settlement, conviction or upon a plea of *nolo contendere* or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which the person reasonably believed to be in the best interests of the College or that the person had reasonable cause to believe that the person's conduct was unlawful. The determination of the Agent's conduct shall be made in accordance with Paragraph 11.5.

11.4 Action Brought by or on Behalf of the College. The College shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action by or in the right of the College, or brought under California Corporations Code section 5233 concerning self-dealing transactions, or brought by the Attorney General or a person granted relator status by the Attorney General for breach of duty relating to assets held in charitable trust, to procure a judgment in its favor by reason of the fact that such person is or was an Agent of the College, against expenses actually and reasonably incurred by such person in connection with the defense or settlement of such action if such person acted in good faith, in a manner such person believed to be in the best interests of the College and with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances. The determination of the Agent's conduct shall be made in accordance with Paragraph 11.5. No indemnification shall be made under this Paragraph 11.4:

- (a) In respect to any claim, issue or matter as to which such person shall have been adjudged to be liable to the College in the performance of such person's duty to the College, unless and only to the extent that the court in which such proceeding is or was pending shall determine upon application that, in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for the expenses which such court shall determine;
- (b) Of amounts paid in settling or otherwise disposing of a threatened or pending action, with or without court approval; or
- (c) Of expenses incurred in defending a threatened or pending action which is settled or otherwise disposed of without court approval, unless it is settled with the approval of the Attorney General.

11.5 Determination of Agent's Good Faith Conduct. Except as provided in Paragraph 11.2, any indemnification under this Article shall be made by the College only if authorized in the specific case, upon a determination that indemnification of the Agent is proper in the circumstances because the Agent has met the applicable standard of conduct set forth in Paragraphs 11.3 or 11.4, as applicable, by:

- (a) A majority vote of a quorum consisting of Trustees who are not parties to such proceeding; or
- (b) The court in which such proceeding is or was pending upon application made by the College or the Agent or the attorney or other person rendering services in connection with the defense, whether or not such application by the Agent, attorney or other person is opposed by the College.

11.6 Limitations. No indemnification or advance shall be made under this Article, except as provided in Paragraph 11.2 or 11.5(B), in any circumstances when it appears:

- (a) That the indemnification or advance would be inconsistent with a provision of the articles, bylaws, a resolution of the Trustees or an agreement in effect at the time of the accrual of the alleged cause of action asserted in the proceeding in which the expenses were incurred or other amounts were paid, which prohibits or otherwise limits indemnification; or
- (b) That the indemnification would be inconsistent with any condition expressly imposed by a court in approving a settlement.

11.7 Advance of Expenses. Expenses incurred in defending any proceeding may be advanced by the College prior to the final disposition of the proceeding upon receipt of an undertaking by or on behalf of the Agent to repay the amount of the advance unless it is determined ultimately that the Agent is entitled to be indemnified as authorized in this Article.

11.8 Contractual Rights of Non-Directors and Non-Officers. Nothing contained in this Article shall affect any right to indemnification to which persons other than Trustees and College Officers may be entitled by contract or otherwise.

11.9 Insurance. The Board of Trustees may adopt a resolution authorizing the purchase and maintenance of insurance on behalf of any Agent of the College against any liability asserted against or incurred by the Agent in such capacity or arising out of the Agent's status as such, whether or not the College would have the power to indemnify the Agent under Corporations Code section 5238; provided, however, that the College shall have no power to purchase and maintain such insurance to indemnify any Agent of the College for a violation of California Corporations Code section 5233 concerning self-dealing transactions.

11.10 Fiduciaries of Corporate Employee Benefit Plan. This Article does not apply to any proceeding against any Trustee, investment manager, or other fiduciary of an employee benefit plan in that person's capacity as such, even though that person may be an Agent of the College as

defined in Paragraph 11.1. Nothing contained in this Article shall limit any right to indemnification to which such Trustee, investment manager, or other fiduciary may be entitled by contract or otherwise, which shall be enforceable to the extent permitted by applicable law.

XII. RECORDS, INSPECTIONS, EXECUTION OF INSTRUMENTS

12.1 Records. The College shall maintain the following (i) adequate and correct accounts, books, and records of its business and properties; (ii) Minutes of the proceedings of the Board and Board committees; and (iii) a record of each Trustee's name, and address. All such accounts, books, and records shall be kept at its principal place of business.

12.2 Certification and Inspection of Records. Every Trustee shall have the absolute right at any reasonable time to inspect the books, records, documents of every kind, and physical properties of the College. The right of inspection includes the right to copy and make extracts of documents.

12.3 Checks and Notes. All checks, drafts, or other orders for payment of money, notes, or other evidences of indebtedness, issued in the name of or payable to the College, shall be signed or endorsed by such person or persons and in such manner as shall be determined from time to time by resolution of the Board.

12.4 Execution of Contracts. The Board, except otherwise provided herein, may authorize any officer or officers, agent or agents, to enter into any contract or execute any instrument in the name of and on behalf of the College. Such authority may be general or confined to specific instances. Such authority shall be reflected in a Board Resolution. Unless so authorized by the Board, no Officer, agent, or employee shall have any power or authority to bind the Corporation by any contract or engagement, or to pledge its credit, or to render it liable for any purpose or to any amount.

XIII. MISCELLANEOUS

13.1 Academic Year. The academic year of the College, which shall also be its fiscal year, shall begin July 1 and end the following June 30.

13.2 Rules of Procedure. *Robert's Rules of Order, Revised*, shall be the parliamentary authority for all matters of procedure not specifically covered in these Bylaws or required by applicable California law.

EXHIBIT 3

**2017 Memorandum of Collaboration and Agreement
between
Mills College
and
The Alumnae Association of Mills College
(2017 MOC)**

This Memorandum of Collaboration and Agreement (the “MOC”) dated October 20, 2017 (the “Effective Date”), replaces a prior Memorandum of Agreement dated July 1, 2007, by and between Mills College (the “College”) and the Alumnae Association of Mills College (the “AAMC”).

PARTIES

The College is a California nonprofit corporation operating as an accredited institution of higher education.

Mills College Mission: Mills is an independent liberal arts college for women with graduate programs for women and men. The College educates students to think critically and communicate responsibly and effectively, to accept the challenges of their creative visions, and to acquire the knowledge and skills necessary to effect thoughtful changes in a global, multicultural society.

The AAMC is an independent 501(c)(3) corporation formed to “promote the interests of Mills College and its alumnae* and to engage in any other act or activity permitted under the California Nonprofit Public Benefit Law...” (AAMC Bylaws, Article II). The AAMC desires to remain independent of the College.

AAMC Mission: The AAMC is an independent, inclusive community actively promoting the interests of its constituency with information, participation, and life-long connections and learning. The AAMC encourages the growth of Mills as an undergraduate college for women and a graduate institution for women and men at the forefront of higher education.

* The word “alumnae” in this document refers to former Mills students regardless of gender who have completed the equivalent of one full-time semester at Mills as undergraduates or graduates, following the definitions provided in the AAMC Bylaws, Articles III and XVII.

TERM

The parties intend this MOC to remain in effect as long as the AAMC maintains its status as an independent nonprofit corporation, and as long as there are no changes to the missions stated above.

PURPOSE

The College and the AAMC wish for greater collaboration among their various constituencies, to plan better foundations for working together, and to achieve a sustainable economic model. Keeping the best interests of Mills students—undergraduate and graduate—always at the heart of our work, the parties intend to strengthen the College-alumnae relationship and meet the challenges posed by rapid changes in higher education. This agreement lays the groundwork for a revitalized collaboration between the AAMC and the College.

AGREEMENT

1. COMMUNICATIONS

A. Communications between the AAMC and the College

Regular and open exchange of information between AAMC and College representatives is essential to successful collaboration. Therefore, the AAMC and the College agree that:

- They will share financial reports on a regular basis.
- The College will share key messages with the AAMC so that messages communicated by AAMC representatives can be coordinated with the College's messaging.
- A representative of the College's leadership team (an officer or the president) will be invited to attend meetings of the AAMC Board of Governors.
- Representatives of the AAMC will be invited to attend staff meetings of the College's Office of Institutional Advancement (OIA) periodically. OIA's director of alumnae relations will be invited to attend all meetings as a non-voting member of the Board of Governors. In addition, regular meetings between AAMC representatives and OIA's Alumnae Relations Office will be encouraged.
- Representatives of the Board of Governors are welcome to meet with relevant College officers and program directors to discuss alumnae engagement opportunities.

B. Communications between the AAMC and alumnae

While the College manages and staffs key channels of communication with the AAMC's membership, the AAMC Board of Governors has the right to access those channels to communicate with members. The AAMC and the College agree that:

- Records of individual alumnae—including paper files, computer files, and archived materials containing contact, biographic, giving, and other information—are assets of the College and the College will provide the necessary resources to preserve them.

- The College will continue to publish the *Mills Quarterly* magazine on a quarterly basis and distribute it to all alumnae with a known mailing address. Each issue will contain space for the AAMC Board of Governors to share news and conduct AAMC business, including but not limited to the election of alumnae trustees and the marketing of AAMC travel programs. The amount of space and type of AAMC content in each issue will be determined through discussion between the AAMC and the College at the start of planning for each issue. The AAMC will meet the *Quarterly's* requirements for content deadlines and editorial standards.
- The AAMC will be invited to submit content for inclusion in each issue of the (*e*)*ucalyptus* email newsletter (or any successor email newsletter sent to alumnae); this content may be edited to fit the format of the newsletter.
- The AAMC may request that emails regarding AAMC business be sent to all alumnae with a known, useable email address through the College's email marketing system. AAMC emails will be subject to the College's email marketing protocols, including advance scheduling to avoid oversaturating the AAMC's and the College's shared audience. While it is anticipated that College communications staff will prepare these emails, if the AAMC hires a staff member deemed qualified by the College, that staff member may receive training and access for creating email campaigns.
- The AAMC may request email, phone, and mailing lists to contact alumnae directly, through its own channels, in compliance with the College's privacy policy and relevant privacy laws, as well as with College procedures and strategic considerations concerning scheduling of communications and messaging.
- The College will provide the AAMC president and a staff member with access to the College's database containing alumnae contact information and other administrative tools, along with appropriate training on access and requirements under the Family Educational Rights and Privacy Act.

2. FUNDRAISING

The College and the AAMC recognize the importance of respecting donors' wishes with regard to the intention of their giving and the need to work toward maintaining donors' trust and confidence that their gifts are used in accordance with their intentions. The College and the AAMC also understand the need to adhere to IRS rules and regulations which govern the acceptance and use of charitable donations.

A. Fundraising — Non-estate gifts

- The College will create a new fund identified as the AAMC Fund,

into which gifts designated to the “AAMC” or the “AAMC Fund” will be deposited by the College. Monies in the AAMC Fund will be transferred from the College to the AAMC at agreed-upon intervals, with the hope and expectation that a significant majority of those funds would be gifted to the College for purposes designated by the AAMC, in consultation with the College. It will be the AAMC’s purview to decide the frequency, amount, and purpose to which it would gift these funds to support the College.

- Annual gifts designated to the “AAMC Endowment” will continue to be handled as they are currently: processed and deposited by the College, and regularly transferred to the AAMC for the AAMC Endowment, as is required by industry best practices and IRS guidelines governing philanthropy to charitable, 501(c)(3) organizations.
- The AAMC will communicate that the “AAMC Fund” will be a primary fundraising vehicle for the AAMC. The AAMC and OIA will together develop an annual plan to time, design, and produce AAMC branded appeals to be mailed/emailed as often as once or twice per year, seeking gifts to support the AAMC via the AAMC Fund. Such mailings and appeals may also provide an option for alumnae to give to the Mills College Annual Fund (MCAF) for purposes such as undergraduate scholarships or Mills’ Greatest Need. The solicitation message and appeal schedule will be created in collaboration between the AAMC and OIA/MCAF, with the goals of minimizing potential donor confusion, providing alumnae with appealing giving opportunities, and maximizing the overall amount of support for the Mills community. The cost of design, production, and mailing will be borne by the AAMC.
- The AAMC may continue to raise funds by seeking in-kind contributions, operating a travel program for alumnae, and selling AAMC-branded merchandise.
- The AAMC governing body will not charge dues for membership in the association. However, alumnae branches and clubs may charge dues at their discretion to support their operations and programs.

B. Bequests — Estate gifts

- The College affirms that any bequests and estate gifts to the “AAMC Endowment” will continue to go to the AAMC’s endowment.
- Bequests directed toward the “AAMC” (i.e., not “AAMC Endowment”) will be processed and deposited into the “AAMC Fund” described above for transfer to the AAMC to be gifted back to the College in a meaningful and significant degree, in the best interests of the College.

- Requests directed to “Mills College” will continue to go to the College, for the specific purposes identified, if any.
- Requests, including gifts of a tangible nature, directed toward an ambiguous designation should be reviewed jointly by the vice president of OIA and the AAMC president for discussion and amicable resolution.

3. VOLUNTEER MANAGEMENT

The College and the AAMC acknowledge that alumnae have intimate connections with their peers, as well as unique and personal knowledge of student life at Mills. The College will foster alumnae volunteer involvement in ways that enhance the present and future welfare of the College. The AAMC and the College will work together to optimize staff and alumnae efforts to meet needs in the areas of admissions, student career development, alumnae career enhancement, and alumnae relations. Specific division of labor for volunteer management and volunteer assignments will be agreed by mutual consent through periodic meetings between the College and the AAMC leadership. Alumnae volunteer opportunities will include but not be limited to:

A. Admissions

- Building relationships with and welcoming prospective students during events such as admitted-student weekends and summer send-offs.
- Welcoming new students to campus at the start of the school year.
- Assisting with the College’s domestic and/or international student enrollment and admissions efforts in roles that may be required by the Admissions Office.

B. Student career development and alumnae career enhancement

- Developing alumnae-to-student mentoring and networking, which will be coordinated through the College’s Division of Student Life to assure best practices and relevant policies are adhered to and the needs of students met.
- Developing internships and job opportunities for students.
- Alumnae-to-alumnae mentoring and networking.

C. Alumnae relations

- Encouraging alumnae attendance at events.
- Supporting branches and clubs.
- Helping recruit volunteers such as class agents, class secretaries, reunion planners and workers, and club and branch leadership.

- Identifying potential alumnae to feature in communications and marketing.
- Stewarding of alumnae volunteers by other volunteers.
- Operating phone banks and phone trees to encourage alumnae attendance/involvement.
- Assisting College staff with developing and marketing volunteer engagement opportunities.

4. ALUMNAE AND STUDENT RELATIONS

The AAMC and the College agree to support links between Mills alumnae, alumnae participation in branches and clubs, and links between alumnae and students—and to provide a welcoming community on campus for all.

A. Links among Mills alumnae

To facilitate relationships among alumnae, the College will:

- Continue to provide a mechanism for alumnae to obtain contact and other information for each other through a printed directory, continued maintenance of an alumnae online community, or other similar tools.
- Market the Mills online community (or a similar tool) on a regular basis.

B. Alumnae participation in branches and clubs

To support and encourage active branches, the College and the AAMC will work together to:

- Identify and develop alumnae leaders for branches in different locations.
- Encourage branches to create shared leadership—including multi-generational leadership—that meets the needs of their alumnae community.
- Identify best practices that support and strengthen branches.
- Develop clear roles for the AAMC and OIA as they provide branches with funding and other support. To start, OIA will serve as a single point of contact for branches seeking support for events. OIA will inform the AAMC of branch events for which it is providing support.
- Share the College president's schedule of visits to branches and clubs, so that the AAMC president or another AAMC officer can join these branch/club events when possible. Both parties support the AAMC president's and officers' interest in maintaining relationships with and making visits to branches and clubs.

C. Links between alumnae and students

The AAMC and the College will seek to enhance linkages between alumnae and students by leveraging existing resources and communications and strengthening existing programs. These linkages will be coordinated with the College's Division of Student Life, in keeping with best practices, relevant policies, and the interests of students.

- The AAMC and the College will continue (and improve, when possible) their collaborative planning and support of alumnae/student events, such as Pearl M, Taco Tuesday, and Phenomenal Women of Color.
- The AAMC and the College will also collaborate in supporting Mills traditions and educating students about these traditions. Alumnae will be included in activities/curricula that orient students to Mills traditions.
- The AAMC, the College, and student officer(s) will participate in an annual planning meeting (or other mechanism) to evaluate these events' impact on and interest for students and to set schedules and budget plans for the year.
- The AAMC and the College will explore new areas of engagement between students and alumnae that help students build skills for life after Mills. These could include personal financial management sessions and career networking and mentoring.
- The AAMC and the College will research opportunities to develop a microgrant program to support Mills students, possibly funded by alumnae donations.

5. REUNION

The AAMC appreciates the College's support of the annual alumnae reunion ("*Reunion*"), which will continue to be a collaborative effort as in recent years.

- The College will support and organize Reunion.
- The AAMC president will participate in Reunion planning, with the Board of Governors engaged in a wide range of Reunion activities.
- Class gifts made at Reunion will be for the College, and the College will be active in soliciting gifts for the Annual Fund at Reunion. AAMC activities at Reunion will focus on gathering information about alumnae/alumni interests and expectations for the College and will not include any fundraising efforts, except for the permissible activities described under section 2 on fundraising.

6. REINHARDT ALUMNAE HOUSE

A. 1948 Agreement

In the spirit of renewed commitment to collaboration, the College and the AAMC acknowledge and reaffirm that in 1948 in exchange for the AAMC's gift of Reinhardt Alumnae House ("RAH") to the College, the College agreed that the AAMC would have the "exclusive use" of RAH. Specifically, the December 6, 1948, Agreement on Reinhardt Alumnae House ("*1948 RAH Agreement*") granted the AAMC the "exclusive use, rent free, of Reinhardt House for all reasonable purposes, with the understanding that [the AAMC] may permit other organizations to use Reinhardt House." The College and AAMC mutually affirm that Reinhardt Alumnae House is the home of the AAMC, and that it should be an accessible and welcoming environment to all Mills College alumnae. The AAMC and the College hereby agree to incorporate certain provisions of the 1948 RAH Agreement, as set forth below, into the MOC. To the extent that the 1948 RAH Agreement contains terms or provisions that may be construed as ambiguous, additional, or inconsistent with the terms set forth below, the AAMC and College agree that the following terms and provisions of the MOC shall govern.

B. Maintenance, utilities, insurance, and infrastructure

The College will continue to comply with its obligations under the 1948 RAH Agreement relating to routine maintenance, utilities, insurance, and infrastructure. The routine maintenance and utility costs payable by the College are: maintaining the infrastructure for water, electrical, and gas service; paying the AAMC's cost shares for water, light, heat, and gas; and maintaining a suitable campus connecting road to RAH.

The College will pay for insurance coverage for fire and similar hazards to the building but not for furnishings and other personal property owned by the AAMC. The insurance costs payable by the College include covering RAH under the College's fire and casualty insurance and naming the AAMC as an additional insured under the College's general liability policy, in both cases subject to standard deductions, which would be payable by the College.

The College will maintain campus infrastructure and operating systems for telephone and computer service to RAH, and it will provide routine maintenance of the surrounding grounds as needed for standard upkeep of landscaping features as well as to maintain the integrity of the building.

C. Annual review of RAH uses and space

- In no way abridging or amending the above and without

relinquishing any rights, going forward, the AAMC will confer with the College to reach written agreement about possible alumnae-focused programs that may reside at RAH as well as other uses of the space. The College and the AAMC, through representatives of its Board of Governors, will meet annually to address particular program needs, usage, and office configuration of RAH, as well as the use of non-office space such as the living room, kitchen, and gardens.

- The AAMC acknowledges that the College has maintained its alumnae relations program in RAH for the past several years, following the 2007 Memorandum of Agreement, as part of its ongoing commitment to serving Mills alumnae and the needs of the College. The AAMC acknowledges and affirms the importance of the College's alumnae relations program for Mills alumnae and the College. The AAMC further recognizes and acknowledges the significant commitment of the College alumnae relations staff in serving Mills alumnae and working with the AAMC to serve the College.
- It may be recommended in the future that interests be recorded as appropriate by governing laws.

D. Capital improvements

The College and the AAMC will work collaboratively, as each deems necessary and has funding available, to strategize and perform capital improvements in the building.

E. Furnishings, art objects, and other personal property

All furnishings, art objects (including the teapot collection), and other personal property housed in RAH or loaned to the College by the AAMC are subject to exclusive rights of ownership and control by the AAMC. As such, the AAMC assumes all risk of loss with regard to such furnishings and personal property and is responsible for obtaining insurance to cover such risk of loss. For the future, the parties acknowledge that individual donors sometimes choose to give items of personal property to the AAMC for the express purpose of making the items available for enjoyment and use by visitors to RAH. The parties further acknowledge their good faith commitment to observing this donor intent under the conditions referenced herein.

7. BOOKKEEPING and MUTUAL TRANSPARENCY

- With the goal of mutual transparency, the College will provide information about the number and amount of gifts processed for and deposited into the AAMC Fund and transferred to the AAMC, as well as such information for gifts to the AAMC Endowment.
- Correspondingly, the AAMC will provide the College with financial

statements, perhaps in conjunction with its annual 990 filing, to provide visibility into the AAMC's use of monies placed by the College into the AAMC Fund and the AAMC Endowment Fund.

- The College and the AAMC will leverage opportunities to maintain streamlined, efficient, and accurate processes to receive, record, and report fundraising activities in a way that is transparent, trackable, and measurable.
- The AAMC and the College will maintain their respective financial books and records in auditable form. Upon written request, each will provide the other with reasonable records.

8. SUPPORTING DOCUMENTS / HISTORY

This agreement was based on the efforts of an AAMC–Mills College committee that developed detailed *Points of Collaboration and Agreement* (submitted to the AAMC Board of Governors and the Mills College Board of Trustees in May 2017) for the implementation of the *AAMC–Mills College Compact* (approved by the AAMC Board of Governors and Mills College Board of Trustees in May 2016) and replacement of the *Memorandum of Agreement between Mills College and the AAMC* (dated July 1, 2007).

9. REVIEW and AMENDMENTS

Both parties agree that despite extensive research and outreach to a national network of small liberal arts colleges and a West Coast network of private colleges and universities, neither the AAMC nor the College has been able to identify any school whose alumni association fundraises on its own behalf or separately for purposes of making gifts to its respective school. This absence of any comparable or instructive models requires particularly thoughtful, collaborative planning and regular review of the points above. Hence, the College and the AAMC will jointly monitor the effects of fundraising operations on the amount of philanthropic support coming to the College as well as the costs of AAMC communications supported by the College. Both parties agree to amend this agreement as needed to utilize alternate fundraising and communications strategies and ensure optimal philanthropic support of the College.

This document and any provisions therein may be amended as necessary upon review and in order to attain mutual goals. Any amendment to this agreement must be in a written document signed by both parties.

10. DISCLOSURE

The means of dissemination of this agreement, or of the information contained in it, are subject to the mutual, reasonable approval of both parties. Approval by either party will not be unreasonably withheld.

11. AUTHORITY

The College represents to the AAMC that the execution, delivery, and performance of this agreement by the College have been duly authorized, and that the persons signing on behalf of the College are authorized to do so. The AAMC represents to the College that the execution, delivery, and performance of this agreement by the AAMC have been duly authorized, and that the person signing on behalf of the AAMC is authorized to do so.

12. DISPUTE RESOLUTION

In the event of a claim by either party to this agreement against the other party, claiming that the other party has violated the agreement, the parties agree to explore every reasonable means available to resolve the dispute, including non-binding mediation or arbitration.

The parties have executed this agreement as of the Effective Date.

Mills College

By _____
Katie Sanborn
Chair of the Mills College Board of Trustees

By _____
Elizabeth Hillman
President of Mills College

and

The Alumnae Association of Mills College

By _____
Viji Nakka-Cammauf
President of the Board of Governors