

## **Tentative Summary Agreement on Free City** **Between the City of San Francisco and City College of San Francisco**

### **REFERENCE**

#### **ITEM NO: 181206-III-Resolution of Support for Free City Charter Amendment, December 6, 2018**

“The Board of Trustees of City College of San Francisco supports the Free City Charter Amendment now before the San Francisco Board of Supervisors **with the proviso that the program be improved for our students and provides the flexibility necessary for the successful administration of the program.**”

*Recommended by Chancellor Mark Rocha; Moved and Seconded: Thea Selby, Ivy Lee.*

*Approved by the Board of Trustees 12/6/2018*

### **Tentative Summary Agreement**

At its Board of Trustees meeting on June 27th the Chancellor will recommend approval of the Tentative Summary Agreement with the City and County of San Francisco below. The Chancellor will submit for approval a successor resolution to rescind Item #181206-III above and to substitute a new resolution of support to withdraw the charter amendment per this agreement between the City of San Francisco and City College:

#### **I. PROGRAM FUNDING**

1. **MOU**. The MOU between the City and County of San Francisco and City College of San Francisco shall take effect, July 1, 2019.
2. **Base Funding**. The Free City Program will be funded by the City for a base level of at least \$15M per year for ten years, beginning with FY 2020 that begins on July 1, 2019.
3. **Annual Base Funding Increases**. Per the current Charter Amendment language, the annual funding will be: Year 1 - \$15M; Year 2 - \$15.7M; Year 3 - \$16.4M; years 4-10 - \$16.4M plus the CPI factor.
4. **Prior Years Cost Reimbursement to City College**. The City will fund City College the amount of \$5.4M to reimburse the college for previous out-of-pocket costs, payable September 1, 2019.
5. **Budgeted Funding**. The annual funding of Free City will be an annual budgeted transfer to City College.
6. **Reserve Fund**. The purpose of the reserve is to fund certified San Francisco residents in the event that the total costs exceeds the annual baseline funding in a given year. For years 1-4 of the MOU all unspent funds will be returned to the current reserve account. For years 5-10, any unspent funds shall be returned half to the City and half to the reserve. The parties agree that the reserve fund will not grow above 50% of the baseline funding for the following year.
7. **Adjustments and Changes in the MOU**. The parties agree to an annual review to consider expansion and adjustments to the Free City Program MOU. Any expansion and/or adjustment to the program would be by mutual agreement of the City and City College. In the event of an agreed upon expansion, the first source of funds would be the Free City reserve fund.
8. **Independent Audit**. All costs will be fully documented and verified by an independent audit funded by the Free City budget.

## II. PROGRAM OPERATIONS

1. SF Resident Student Entitlement. Fully fund enrollment fees (\$46 per unit) for all enrolled SF residents for Fall/Spring/Summer semesters. Free City is an entitlement program for SF residents, rather than a conditional financial aid program. The funding for each student is in addition to any other financial aid for which the student qualifies.
2. FAFSA. All funded students will therefore be encouraged but not required to complete a FAFSA and apply for financial aid.
  - City College will document counseling, outreach and support services to achieve the goal of increasing the number of students applying for financial aid and completing the FAFSA.
  - While a completed FAFSA is not required to apply and receive Free City tuition fee funding, CCSF will continue financial aid outreach to increase the number of Free City students applying for financial aid.
3. City College Administrative Costs. After all SF registered students have received Free City tuition funding, CCSF may use funding provided by this MOU for approved administrative costs associated with the program, up to the agreed upon annual budget. These costs are to be documented in the annual independent audit.

## III. PROGRAM OVERSIGHT

1. The Free City MOU Oversight Committee will have thirteen members. The co-chairs of this committee will be the Mayor, or Mayor's designee; and the President of the CCSF Board of Trustees, or designee.
  - a. The thirteen additional members will be:
    - i. Two current City College students; one appointed by Mayor, one appointed by BOS.
    - ii. A member of the Board of Supervisors, or designee.
    - iii. A representative of SFUSD.
    - iv. The City of SF Controller, or designee.
    - v. A DCYF staff member
    - vi. A City College administrator responsible for the program at the college.
    - vii. One City College faculty member and one City College classified staff member appointed by the City College Board president.
    - viii. The City College student trustee as *ex officio* member.
2. The independent auditor will be selected by the City of SF Controller and will deliver an annual audit report to the Oversight Committee.
3. Annual Reports to the Oversight Committee:
  - a. The independent auditor will provide a financial audit report;
  - b. The Chancellor of City College, or designee, will provide an annual report to the Oversight Committee that will include a response to the financial audit.
  - c. The Chancellor of City College, or designee, will provide an annual progress report on student success outcomes and student equity outcomes.

Thursday, June 27, 2019

For City College of San Francisco

For the City and County of San Francisco

*Recommended to the Board of Trustees  
June 27, 2019*

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Dr. Mark W. Rocha, Chancellor

*Approved by the Board of Trustees  
June 27, 2019*

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Alex Randolph, President, Board of Trustees