

1 [Memorandum of Understanding - Department of Children, Youth, and Their Families - San  
2 Francisco Community College District - Funding for Free City College Program]

3 **Resolution retroactively authorizing the Department of Children, Youth, and Their**  
4 **Families to enter into a Memorandum of Understanding with the San Francisco**  
5 **Community College District for the City to provide financial support to the Free City**  
6 **College program for the period between July 1, 2019, and June 30, 2029, subject to the**  
7 **budgetary and fiscal provisions of the Charter.**

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9 WHEREAS, Section 10.100-288 of the Administrative Code established the San  
10 Francisco City College Financial Assistance Fund (the "Fund") and an Oversight Committee  
11 that provides recommendations regarding the administration of the Fund; and

12 WHEREAS, The City entered into a Memorandum of Understanding with the San  
13 Francisco Community College District ("City College") in 2017 to provide financial assistance  
14 to San Francisco residents attending City College (the "Free City College Program" or  
15 "Program") and appropriated over \$12,000,000 to the Fund for that purpose for the period  
16 between June 1, 2017, through June 30, 2019; and

17 WHEREAS, Through annual appropriations during the City's budget approval process,  
18 the City intends to continue to appropriate monies to the Fund for the Free City College  
19 Program, and the City has reached a tentative agreement with City College to continue  
20 funding the Program; and

21 WHEREAS, As a condition of the tentative agreement, the Board of Supervisors  
22 intends to enact an ordinance that would modify the Fund Oversight Committee by changing  
23 the membership of the Committee and make other changes to conform to the tentative  
24 agreement; and

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1           WHEREAS, The City seeks to integrate an equity-focused lens to the Free City College  
2 Program through the incorporation of annual progress reports on student equity outcomes for  
3 historically underrepresented student populations; and

4           WHEREAS, The Mayor has included in the proposed annual FY2019-2020 budget an  
5 allocation of \$15,000,000 to fund the Free City College Program, and \$5,400,000 to reimburse  
6 City College for past costs associated with the Free City College Program; and

7           WHEREAS, The Department of Children, Youth, and Their Families (“Department”)  
8 and City College are working together to finalize a Memorandum of Understanding, which the  
9 two parties will sign after negotiations are complete; now, therefore, be it

10          RESOLVED, That the Department is authorized to enter into a Memorandum of  
11 Understanding with City College retroactive to July 1, 2019, concerning the Free City College  
12 Program containing the following material terms:

13           (a)     Subject to the budgetary and fiscal provisions of the Charter, the City will  
14 provide City College at least \$15,000,000 per year to fund the Free City College Program for a  
15 ten-year period beginning on July 1, 2019, and ending on June 30, 2029;

16           (b)     Subject to the budgetary and fiscal provisions of the Charter, the City will  
17 provide City College the following annual allocations to fund the Free City College program:  
18 \$15,000,000 for FY2019-2020; \$15,700,000 for FY2020-2021; \$16,400,000 for FY2021-2022;  
19 and for FYs 2022-2023 through 2028-29, the Controller will annually adjust the funding  
20 allocation to account for changes in the consumer price index using \$16,400,000 as a  
21 baseline;

22           (c)     Subject to the budgetary and fiscal provisions of the Charter, the City will  
23 provide City College an additional \$5,400,000 in FY2019-2020 to reimburse City College for  
24 past costs associated with the Free City College Program;

1 (d) City College will use funds allocated by the City to the Free City College  
2 Program to fund enrollment fees (\$46 per unit) and/or offset educational expenses for all  
3 enrolled San Francisco residents; this funding could be in addition to any other financial  
4 assistance that the student may receive; and notwithstanding the foregoing, City College may  
5 use excess funds remaining in the annual allocation after funding enrollment fees and/or  
6 offsetting educational expenses to cover administrative costs associated with the Free City  
7 College Program with the Department's approval;

8 (e) Any unexpended funds remaining after funding enrollment fees and/or offsetting  
9 educational expenses and agreed-upon administrative costs in a given fiscal year shall be  
10 treated as follows: for FYs 2019-2020 through 2022-2023, such funds will be transferred to  
11 the existing reserve account for the Free City College Program; for FYs 2023 through 2028-  
12 2029, 50% of such unexpended funds will be transferred to the City, and 50% will be  
13 transferred to the reserve account, provided that the total funds in the reserve account will not  
14 exceed 50% of the total funding allocation for the fiscal year following the transfer of funds into  
15 the reserve;

16 (f) City College will maintain accurate records documenting its use of the funds  
17 provided by the City for the Free City College Program; an auditor selected by the Controller  
18 will conduct an annual audit of the Free City College Program, funded by City's annual  
19 allocation to the Program as an approved administrative cost of the Program; and the auditor  
20 will deliver an annual audit report to the Oversight Committee;

21 (g) Any subsequent expansion or adjustment of the MOU will be by mutual  
22 agreement of the City and City College after recommendations from the Oversight Committee;  
23 and be it

24 FURTHER RESOLVED, That in addition to the material terms identified in this  
25 Resolution, the Department is authorized to include in such Memorandum of Understanding or

1 in any amendment or modification to such Memorandum of Understanding, in consultation  
2 with the City Attorney, any terms that are in the best interest of the City, do not otherwise  
3 materially increase the obligations or liabilities of the City or materially conflict with the terms  
4 identified above, are necessary or advisable to effectuate the purposes of the Memorandum  
5 of Understanding, and are in compliance with all applicable laws; and be it

6 FURTHER RESOLVED, That within 30 days of the execution of the Memorandum of  
7 Understanding, the Department shall provide the executed Memorandum of Understanding to  
8 the Clerk of the Board for inclusion in the official file.

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