

FREE CITY ANNUAL REPORT

2017-2018

November 26, 2019



FREE CITY OVERSIGHT COMMITTEE

The Free City Annual Report was drafted and prepared by the Free City Oversight Annual Report Subcommittee, and adopted by the Free City Oversight Committee pursuant to Administrative Code 10.100-288.

Below is a list of those who most recently held seats on the Oversight Committee:

Seat 1: TOM TEMPRANO

The City College Board of Trustees shall appoint one member of the Governing Board of City College.

Seat 2: MARKEDA GREY

The City College Board of Trustees shall appoint one member who is a City College financial aid counselor or specialist.

Seat 3: LUTHER AABERGE (CHAIR)

The City College Board of Trustees shall appoint one member from the Office of the Chancellor of City College.

Seat 4: ALISA MESSER

The City College Academic Senate shall appoint two faculty members.

Seat 5: JAMES TRACY

The City College Academic Senate shall appoint two faculty members.

Seat 6: BOUCHRA SIMMONS

The City College Associated Students Executive Council shall appoint one student body representative.

Seat 7: SUPERVISOR GORDON MAR

The Board of Supervisors shall appoint one member of the Board of Supervisors.

Seat 8: CONNY FORD

The Board of Supervisors shall appoint one person not otherwise eligible to serve in one of the dedicated seats on the Oversight Committee.

Seat 9: PRESIDENT STEVON COOK

The San Francisco Board of Education shall appoint one member of the Board of Education.

Seat 10: JENNY LAM

The Mayor shall appoint one member from the staff of the Mayor's office.

Seat 11: JAY M. LIAO (CO-CHAIR)

The Controller shall appoint one member from the staff of the Controller's office.

STATEMENT FROM MAYOR BREED

OFFICE OF THE MAYOR
SAN FRANCISCO



LONDON N. BREED
MAYOR

Free City College represents our City's commitment to ensuring access to quality education and a path to upward mobility for all San Franciscans. At a time of growing economic inequality, we must advance innovative educational programs to give our residents the tools they need to thrive.

In its first year, Free City College helped more than 20,000 students realize their goals. As we look to the next 10 years, this first Annual Report will guide our efforts to build on this critical program to make a college education accessible to even more students, particularly those who historically have been left behind. Through Free City College and other Citywide strategies, we will continue our work to dismantle barriers for low-income students and students of color and strengthen the college-to-workforce pipeline.

In addition to Free City College, we have made several investments that underscore our focus on equity. Last year, we launched Opportunities for All to provide thousands of high school-aged youth with paid internships and employment training. We have invested in stipends for San Francisco Unified School District educators in high-potential schools to retain talent and improve student outcomes. Further, we have expanded our Bridge to Excellence Scholarship Program, which provides low-income graduating high school seniors with scholarships. These initiatives are important steps to ensuring that income is not a barrier to educational success.

Thank you to the Free City College Oversight Committee for stewarding the implementation of this important program. I would also like to acknowledge the efforts of City College of San Francisco's faculty, students, administrators, and Board of Trustees; the Department of Children, Youth and Their Families; the American Federation of Teachers 2121; and the San Francisco Labor Council for their hard work in support of the Free City College vision.

I look forward to seeing how Free City College continues to help San Franciscans achieve their educational goals.

Sincerely,

A handwritten signature in black ink that reads "London Breed".

London N. Breed
Mayor

1 DR. CARLTON B. GOODLETT PLACE, ROOM 200
SAN FRANCISCO, CALIFORNIA 94102-4681
TELEPHONE: (415) 554-6141

LETTER FROM FORMER SUPERVISOR JANE KIM

In the 20th century, America made an expensive choice—we determined that a K-12 public education was fundamental to our citizenry and a workable nation, and that this public education should be free and universal.

It used to be that many good-paying jobs only required a high school diploma, and that this diploma was enough to give most Americans an opportunity to climb into the middle class. However, in the last 30 years, innovation and technology has raced ahead of our public education system.

Now research shows that by 2020, 70% of all jobs will require some type of post-secondary degree, training or certificate. Politicians are taking note. In 2015, President Obama proposed a plan to make community college free for all Americans for two years. States like Oregon, Minnesota, and Tennessee implemented a variety of programs to make community college free for eligible high school students. We studied and learned from these programs when developing the Free City policy in 2016.

We learned that tuition-free programs do not necessarily incentivize the enrollment of low-income students because other costs such as books, childcare, and transportation exceed the cost of classes. We also learned that requiring students to enroll full-time in order to be eligible for tuition-free programs excludes individuals who simply must work while attending classes. Many promise programs also exclude those who are not recent high school graduates but wanted to upskill, switch careers, or get their associates degrees later in life.

Community colleges are our only life-long learning institutions. As such, it's important that we now think of access to higher education the way we consider access to K-12 public education. As policy makers, it is our responsibility to examine and RE-examine the tools and resources we consider fundamental to our citizens in order to provide all people a fighting chance to be productive members of our society.

40 years ago, middle-class Americans outnumbered Americans in either the low- or upper-income brackets. Now, those who are either low-income or upper-income outnumber Americans in the middle class. The Brookings Institution found that the income gap between San Francisco's rich and poor is growing faster than in any other city in the nation. No one can deny this growing inequality—we don't need to agonize over the data, we see it on our streets.

We are responsible for at least trying to reverse this trend.

There is no better way of doing this than investing in our citizens, investing in their education, and raising their likelihood of succeeding in our region.

San Francisco has the opportunity—and perhaps, even the responsibility—to play a leadership role in a national dialogue about how we can best invest in our citizens to ensure they succeed. San Francisco is one of the wealthiest cities in the world, which means we can afford to enact dream policies, demonstrate how these policies should work, and measure their outcomes.



San Francisco has a legacy of being bold and progressive. We are one of the first cities to marry gay couples, establish universal health care, and raise the minimum wage of ALL of our workers to \$15/hour. In 2016, San Francisco voters passed our initiative to raise revenue to make City College free. I am proud to have played a leadership role in making San Francisco the ONLY city in the nation to make community college free to all our residents, regardless of income, age, or GPA.

San Francisco has the opportunity—and perhaps, even the responsibility—to play a leadership role in a national dialogue about how we can best invest in our citizens to ensure they succeed. San Francisco is one of the wealthiest cities in the world, which means we can afford to enact dream policies, demonstrate how these policies should work, and measure their outcomes.

And organizers, community leaders and elected representatives around the state and the country have taken note. New York announced tuition-free state college for full time students, and California passed legislation making community college free for the first year. I am excited that Governor Newsom has proposed making community college free for two years. And Delaware, Hawaii, Washington, Rhode Island, Montana, and Nevada have implemented some type of tuition assistance program to make public college more accessible and affordable for their residents as well.

This is the first annual report (of many!) presenting the data and outcomes of Free City's first year of implementation. Thank you to the team of City College of San Francisco faculty, students and administrators; the San Francisco Controllers Office and Department of Children, Youth and Their Families; and Mayor Edwin Lee and London Breed's office for their collaborative work to implement this program and assemble this report.

Finally, I want to recognize and thank AFT 2121 and the San Francisco Labor Council—as well as the broader coalition including the CCSF Solidarity Committee, Community Housing Partnership, and Jobs With Justice—for their leadership, research, advocacy, and partnership with our office to make City College free.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jane Kim', with a stylized 'J' and 'K'.

Jane Kim

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I. EXECUTIVE SUMMARY

In 2017, San Francisco became the first major city in the U.S. to offer its residents a tuition-free college education, regardless of income, age, or academic standing. On top of that, the program went one step further than many free tuition programs by providing additional monetary support to low-income students. In its first year, through City College of San Francisco, Free City served 24,000 San Francisco residents, providing San Franciscans with more affordable access to educational opportunities.

|||||

This report provides a summary of findings regarding the implementation of a Free City pilot program. Students who participated in the program were California residents who lived in San Francisco and took classes for college credit during the Fall 2017 and/or Spring 2018 semesters. During this first year of implementation, the College experienced a significant boost in enrollment, the largest increase in enrollment that the institution had seen in over a decade. The College saw growth in both full-time and part-time students across every race/ethnicity, age category, and across every zip code in San Francisco. The broad-based growth also meant that there was no statistically significant demographic shift in any one cohort of the overall student population. For the student population as a whole, there was no meaningful change in the rates of dropped classes or completion. Free City students seem to demonstrate marginally lower success rates, but at a minimal rate that does not in any way reflect concerns voiced by some that students must pay for a college education in order to take it seriously.

Free City is a partnership between the City and County of San Francisco and City College of San Francisco. The funding of the Free City program was contingent upon new City revenue, which came in the form of November 2016's Proposition W, an increase to the real estate transfer tax on any San Francisco properties valued at \$5 million dollars or more. While revenues from Proposition W would go into the City's general fund, the increased revenue made the Free City Program possible.

The budget as projected in the Free City Memorandum of Understanding for the Fall 2017 and Spring 2018 semesters was approximately \$5.4 million, excluding staffing costs. The actual cost of the program was \$7.9 million, leaving the program with a \$2.5 million shortfall. The two primary contributors to this overage were: 1) the number of credit units that served as the basis for the budget projection was underestimated, and 2) a greater number of students were expected to apply and qualify for financial aid. As a result, the program funded a more than anticipated number of the more expensive tuition waivers, and a fewer than anticipated number of the less expensive stipends.

In 2019, Mayor London Breed provided funding to the College for the program shortfall from the pilot years and increased the year-over-year funding for the program for the next ten years, including summer semesters, ensuring the long-term availability of the Free City Program for the residents of San Francisco.

The Oversight Committee has concluded this report with the following recommendations:

- Establish shared goals and expectations prior to program implementation, including success and equity-based metrics;
- Improve access to data and infrastructure to facilitate data reporting;
- Provide accurate program cost estimates;
- Increase staff support for CCSF; and
- Expansion or adjustments to program design should include clear metrics, goals, and accurate cost projections.

II. INTRODUCTION AND PURPOSE

WHO IS CITY COLLEGE OF SAN FRANCISCO?

City College of San Francisco was founded almost 85 years ago in response to growing demand for a public institution that could serve the academic and vocational needs of San Franciscans. What started as a single campus with just over 1,000 students is now 10 instructional locations across the City.

The College offers more than 250 degrees and certificates, with additional programs being added to the curriculum every year in response to the quickly-transforming employment landscape. Through hundreds of credit and noncredit classes, career education programs, and extensive supportive services, the College provides an incredibly important path to four-year degrees and living-wage jobs for some of the City's most vulnerable populations. The College offers one of the largest non-credit community college programs in the state, and is nationally recognized as a Hispanic Serving Institution (HSI). The majority of students are students of color, and many are the first in their families to attend college.

CCSF serves a wide range of communities in the Bay Area through its credit and free noncredit programs, each of which has distinct student profiles. Most credit students are in their 20s, in contrast to noncredit students, whose ages are more evenly distributed, with many aged 40 and above. Even so, CCSF's credit students, like other California community colleges, are more diverse in age than a typical four-year university. Females make up 53 percent of credit students, and 60 percent of noncredit students. Proportionately more Asians and Latinos enroll in noncredit courses, many from immigrant communities participating in the large noncredit English as a Second Language (ESL) program. (City College of San Francisco Research, Planning, and Grants, 2017).

CONTEXT OF FREE COLLEGE AND ACCESS TO EDUCATION

California's Community Colleges were once free under the much-lauded 1960 California Master Plan for Higher Education, which included a state promise that community colleges would be free for "all who can benefit." However, community college tuition "fees" were introduced in 1983, culminating in a jump from \$20 per unit in 2008 to \$46 per unit in the summer of 2012. While more affordable than much of the educational sector, California Community Colleges have documented a correlation between increased fees and lower enrollment—even when financial aid is available (Academic Senate Educational Policies Committee, 2004). A majority of community college students qualify for some form of financial aid, but many do not apply until after they have enrolled in college classes or do not apply at all—a trend noted by much of the national financial aid literature. Thus, the very notion of free college tuition serves to "break down barriers" and provide expanded access to education.

DEVELOPMENT OF THE FREE CITY DESIGN

The Free City Program was conceived at a time when the cost of college was rising, and much of the United States had become increasingly aware of a student debt crisis in the country. As the initial resolution adopted by the San Francisco Supervisors noted, "Nationally the movement to make public higher education free has gained immense momentum, with President Obama unveiling a proposal for free community college in 2015, at least two Democratic Presidential candidates speaking publicly

about making college ‘free for all’ (Bernie Sanders) or ‘debt-free’ (Hillary Clinton), and at least three states having established free community college programs statewide, with other states in progress, and several cities following suit.”

In the run-up to the Free City proposal, constituents researched some of the country’s many free tuition programs (see **Appendix 1**, which details distinctions between some of the 2015 and 2016 free college “promise” programs).¹ The cost of living had to be considered, as many students already receiving financial aid still had unmet financial needs. Some free college programs primarily benefitted middle-income students but did not add support for struggling low-income students receiving aid, and who too often have to resort to student loans. Other programs were difficult to access, or only served students who had already demonstrated academic success (see Miller-Adams, 2015, p. 45 for some of the many concerns raised regarding merit-based programs). Some provided only a small window for students to enroll, such as during the first academic semester after graduating high school², which excluded the many returning students community colleges serve.³

“Free” is a powerful message and was considered in program design: “universal and free” education were stated goals. Free college programs “capture the positive effect that a clear affordability message can have on spurring college attendance amongst student who might not otherwise enroll, or who might qualify for aid but not realize it.” (Mishory, 2017, March, p. 1)

The different national models helped determine the best fit for San Francisco with the intent of building a broad program. Including tuition and—for low-income students, stipends—Free City would make higher education universally accessible to San Franciscans. As some of the early literature for Free City described⁴, the program was designed to:

- Cover enrollment fees for City College students who live in San Francisco
- Offset educational costs like textbooks and transit for low-income students with unmet financial aid needs
- Expand the school-to-college pipeline—not the school-to-prison pipeline
- Reverse alarming trends in student debt while helping to grow back and stabilize CCSF’s enrollment
- Serve a diverse range of students with expanded educational access—from traditional college-age students to their neighbors, mothers, and grand-moms

1 Since this time, much more has been written about how some promise programs do too little to support low-income, first-generation, and students of color. (See Poutre & Voight (2018, September) and Jones & Berger (2018, September)).

2 See Zinshteyn, 2019.

3 Critiques of program structures were sparse at the onset of the Free City pilot program, but interest in promise programs has increased scrutiny of program design and impact on low-income students. According to Mishory & Granville’s comprehensive survey of the nineteen statewide free college programs in place (2019, June), “Of the fifteen active programs enacted since 2014, eleven are both last-dollar and limited to tuition and fees, which will generally require the student to pay for the remaining 70 percent of the full cost of attendance. Four of those newer programs are inaccessible to those who are not recent high school graduates, who tend to be lower-income; and four leave out part-time students, who are more likely to be financially independent All of those design choices limit the programs’ positive effects.”

4 See for instance Messer & Killikelly, 2016.

LEGISLATION AND FUNDING OF THE FREE CITY PROGRAM

The initial proposal to make City College of San Francisco free for residents was driven by a broad coalition of San Francisco labor, community, and student groups, and was introduced to the San Francisco Board of Supervisors by Supervisor Jane Kim. In July 2016, the Board passed a Resolution reclaiming the promise of free higher education in the City and County of San Francisco by securing funding to eliminate enrollment fees for students who are San Francisco residents or working at least half-time in San Francisco, and by supporting educational costs for enrolled students who are in receipt of federal or state financial aid (**Appendix 2**). While some aspects of the program's vision were later adjusted, such as excluding workers who do not reside in San Francisco, **Appendix 1** referenced previously provides the broader blueprint for what became the Free City Program.

The Resolution indicated that the program would be contingent upon new revenue, which came in the form of Proposition W, an increase to the real estate transfer tax on any San Francisco property sold at over \$5 million. While revenues raised by Proposition W, passed by the voters in November 2016, go into the City's general fund, the increased revenue would make the Free City program possible. With these new revenues assured, supervisors also created the San Francisco City College Enrollment Fee Assistance Fund, and in December 2016 put aside \$9 million to seed the program's foundation for the following year (Green, 2016, Sabatini, 2017).

An agreement on specifics of the program was reached between the Board of Supervisors, Mayor Edwin Lee, and City College of San Francisco in February 2017 with a commitment to a two-year pilot program that would begin in the fall of 2017 (Asimov, 2017). The program would cover tuition fees for all San Francisco residents who qualified for in-state tuition, including AB540 and California Dream Act students. For those students who qualified for tuition waivers under the state financial aid process, the Free City program would provide additional funding for educational expenses at \$250 per semester for full-time students, and \$100 per semester for part-time students taking at least 6 units. More details about stipends can be found in **Section V** of this report.

In November of 2017, the Board of Supervisors ratified a Memorandum of Understanding between the City and County of San Francisco and the San Francisco Community College to lay out the terms of the new Free City policy, which is outlined in Section IV of this report. The full MOU can be found in **Appendix 3**.

GLOSSARY OF TERMS

AB13 – Exempts veterans from paying nonresident tuition

AB19 – A statewide 2018 bill that provides funding to community colleges to support first-time full-time college students

AB540 – Exempts certain students from paying nonresident tuition and allows them to apply for different types of California Dream Act financial aid

California Resident Tuition – \$46/unit

CCSF – City College of San Francisco (also referred to as the San Francisco Community College District)

CCPG Waiver (Formerly Known As BOG) – the California College Promise Grant, state financial aid that covers the cost of community college in-state tuition. Known until recently as the California Community College Board of Governors Fee Waivers or BOG.

The City – City and County of San Francisco

DCYF – Department of Children, Youth, and Their Families - the City department charged with the Free City program, including oversight of the fund and paying invoices submitted by the College

DREAM Act – Legislation that allows undocumented, DACA, or temporary protected status students to apply for state financial aid

FAFSA – Free Application for Federal Student Aid

FCC – Free City College, the program enacted by the City to cover enrollment fees or stipends to residents of San Francisco

FCCW – Free City College Waiver, which refers to the tuition assistance provided by the City to cover enrollment fees

Free City College Grant – This refers to the \$250 per semester stipend for full-time students or the \$100 stipend per semester for part-time students

Full-Time Student – A student enrolled in 12 or more units

MOU – Memorandum of Understanding entered between the City and County of San Francisco and the San Francisco Community College District

Non-Resident Tuition – For out of state and international students, the 2017 – 2018 academic year cost is \$257/unit.

Part-Time Student – For Free City, defined as a student enrolled in 6-11 units. This cohort includes 3/4-Time students (defined as a student enrolled in 9-11.5 units) and Half-Time students (defined as a student enrolled in 6-8.5 units).

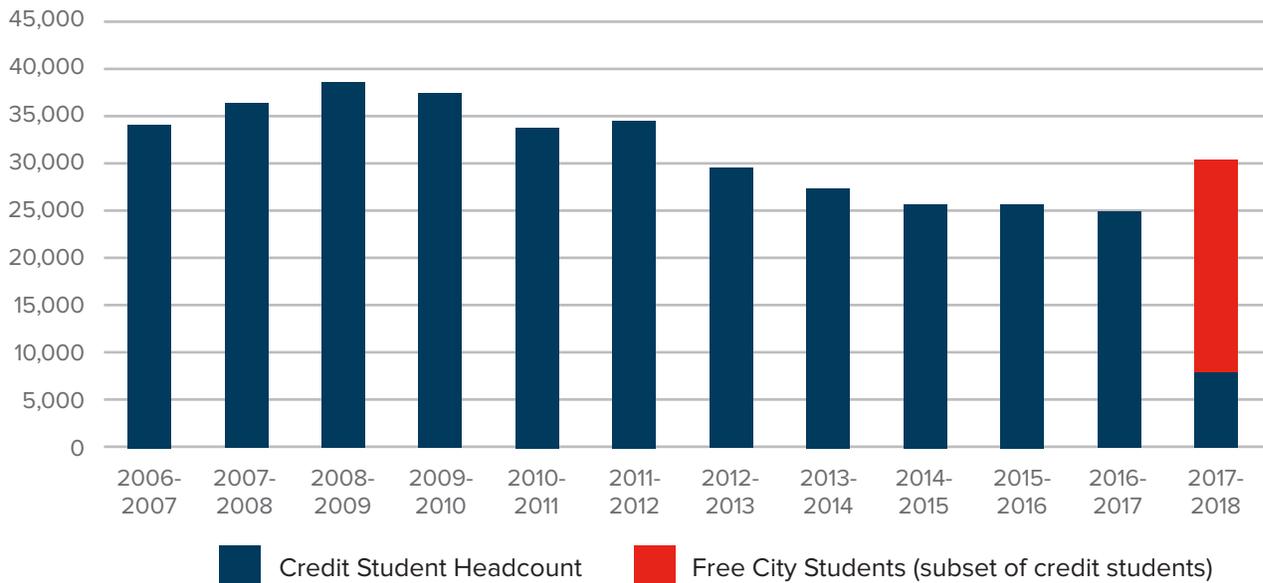
Promise Program – Generally, a higher education scholarship program designed to cover tuition and sometimes educational expenses for students in a geographical area.

III. IMPACT TO THE CITY AND STUDENTS

A. ENROLLMENT OUTCOMES

The Free City program creates an opportunity for many San Francisco residents to attend college, many who otherwise would not have been able to afford higher education. CCSF experienced its first meaningful enrollment increase in over a decade between Academic Year 2016-17 and the first year of Free City implementation in 2017-18. During this period, enrollment of credit students residing in San Francisco grew from 24,833 students to 30,431 students, marking a 22.3% increase. **More students enrolled at City College because of the Free City program, which served 24,030 students during the fall and spring semesters of 2017-18.**⁵

CHART 1:
ANNUAL CREDIT STUDENT UNDUPLICATED HEADCOUNT OF SAN FRANCISCO RESIDENTS



Source: City College of San Francisco—Institutional Research

B. ENROLLMENT DEMOGRAPHICS – RACE / ETHNICITY, AGE, ZIP CODE

Between the 2016-2017 and 2017-2018 academic years, the College saw growth across every race/ethnicity category, age category, and even across every zip code. The broad-based growth also meant that there was no statistically significant demographic shift in the overall student population.

5. See **Appendix 4** for more information about how students are counted.

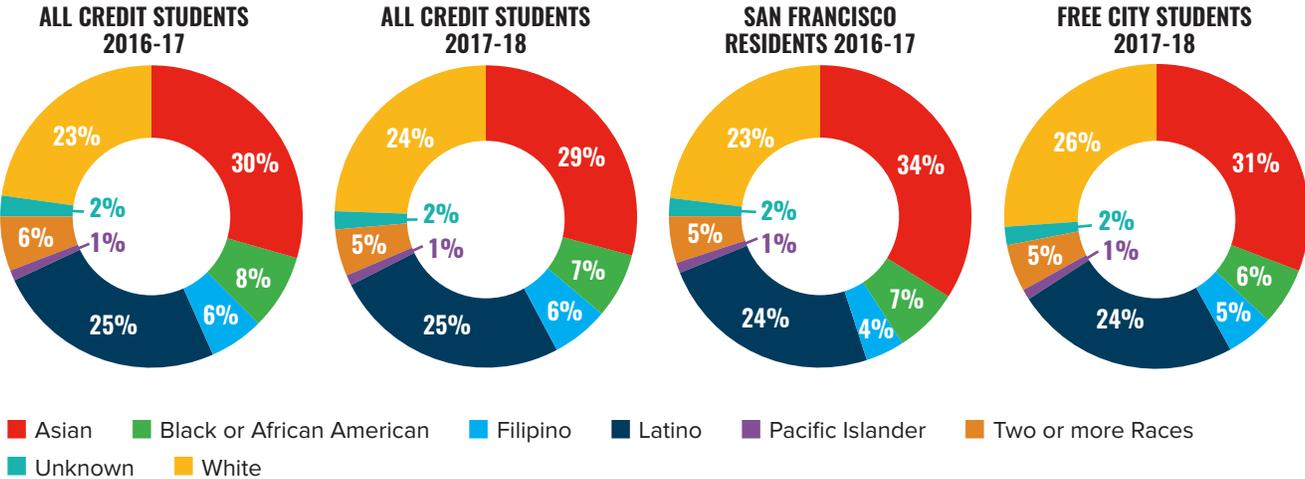
The broad-based growth and demographic outcomes hold true when looking specifically at the Free City student population. When using the San Francisco credit student population from prior years as a point of comparison, we see broad-based growth across all demographic categories with little change to proportional representation. Like the prior year San Francisco credit student population, the Free City population is mostly Asian, White, and Latino. When compared to non-Free City students, the population tends to include more non-traditionally aged college students with more educational attainment. Geographically, enrollment grew across all neighborhoods in San Francisco.

RACE / ETHNICITY BREAKDOWN FOR FCC STUDENTS

City College saw growth across all race/ethnicity categories for all credit students between Academic Years 2016-17 and 2017-18, the highest growth rates coming from Pacific Islander, White, and Filipino students. Given the broad-based growth, the proportions across race/ethnicity categories did not shift significantly. Asians remain the largest proportion of students at the college with 29.4% of the student population, followed by Latino and White students who make up 25.0% and 24.4% respectively.

In **CHART 2**, San Francisco credit students from Academic Year 2016-17 were used as a point of comparison to the Free City population to analyze any possible impact the program may have had on the race/ethnicity breakdown. The Free City race/ethnicity breakdown looks similar to the prior year San Francisco credit student population. Asian students are the largest proportion of students taking up the Free City program with 30.9% of the Free City population, followed by White and Latino students who make up 26.0% and 24.2% respectively.

**CHART 2:
RACE / ETHNICITY BREAKDOWN FOR FCC STUDENTS**

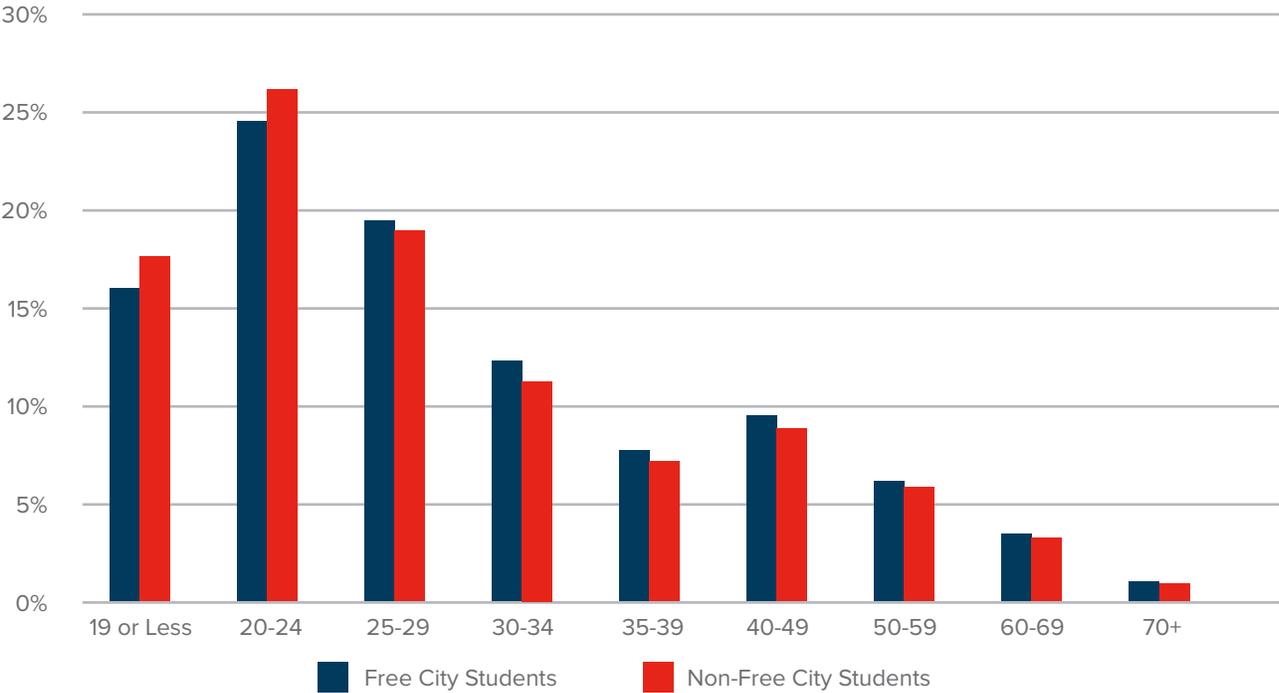


Source: City College of San Francisco—Institutional Research

BREAKDOWN OF STUDENTS BY AGE

The age distribution for Free City students is similar to the distribution of non-Free City students. Students ages 20-24 make up the largest proportion of Free City students with 24.5%. Students 25 and older make up a higher proportion of the Free City student population than the non-Free City student population. The growth rate of students aged 30 and over increased significantly more than the population of students below 30. In effect, this makes Free City students on average older than the rest of the City College student population. According to the College’s Institutional Research department, there is also a larger proportion of degree-holding students, reflecting a higher number of students returning to school for retraining and lifelong learning. Research on the long-term demographic reach of Free City as well as those of the City as a whole is warranted, and may provide valuable information about which San Franciscans need more information about how to access Free City.

CHART 3:
AGE DISTRIBUTION OF CITY COLLEGE STUDENTS, PRE- VS. POST-FREE CITY



Source: City College of San Francisco-Institutional Research

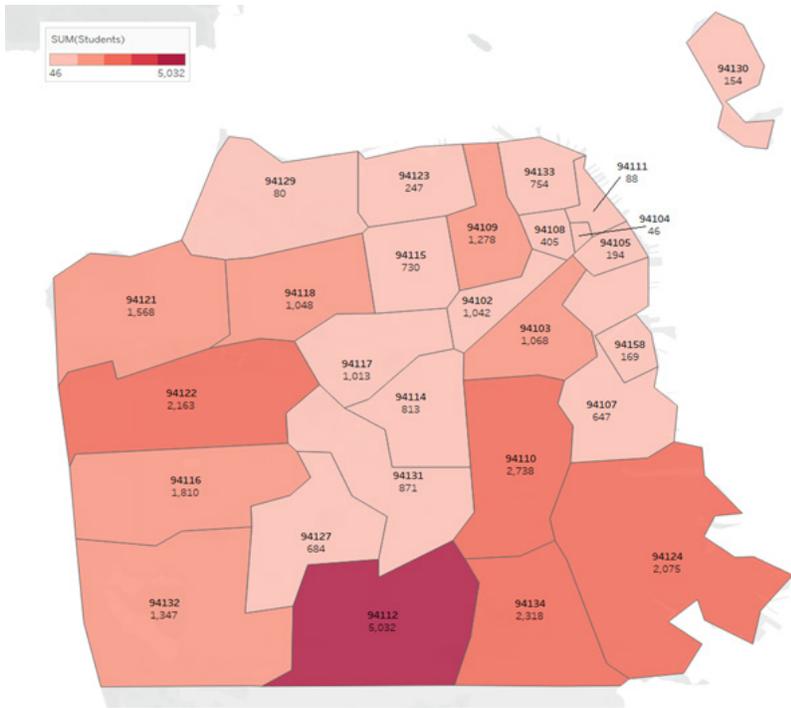
Student credit enrollment for San Francisco residents saw growth across all age categories. While growth was broad-based, age categories over 30 years old saw higher growth rates, averaging 24.4% growth compared to students under 30 who averaged 9.8% growth.

GEOGRAPHIC DISTRIBUTION OF STUDENTS BY DISTRICT, ACADEMIC YEAR 2017-2018

Increases in enrollment were experienced across all SF neighborhoods with the distribution of enrollment by neighborhood remaining fairly consistent. There are 5,032 credit students from the Ingleside-Excelsior/Crocker-Amazon neighborhoods, making it the area with the largest proportion of San Francisco credit students at 16.6% of the population. As **IMAGE 4** shows, the student population tends to be concentrated in the southern part of the City (where the main Ocean campus is located), as well as in the Sunset.

While growth was seen across the City, some neighborhoods saw larger growth rates. The newly-developed Mission Bay neighborhood, while a small portion of the student population, saw the highest growth with a 44.4% increase. Haight-Ashbury/Cole Valley, Embarcadero South, Castro/Noe Valley, South of Market, and Potrero Hill all saw growth rates above 30%.

IMAGE 4:
GEOGRAPHIC DISTRIBUTION OF STUDENTS BY DISTRICT, ACADEMIC YEAR 2017-2018



See **Appendix 5** for a complete table of neighborhoods, zip codes, and student counts.

IV. ADMINISTRATION OF FREE CITY COLLEGE

A. MOU SUMMARY

On November 14, 2017, the San Francisco Board of Supervisors ratified a Memorandum of Understanding (MOU) between the City and County of San Francisco (represented by the Department of Children, Youth, and Their Families) and the San Francisco Community College District (City College of San Francisco). This program was to use City funds to provide San Francisco residents with free access to college through the form of waived enrollment fees or stipends for additional educational expenses.

THE KEY COMPONENTS OF THE PILOT AGREEMENT WERE AS FOLLOWS:

Term Length: July 1, 2017 - June 30, 2019 (2 years)

Funding: The maximum amount allocated by the city for spending on the pilot program is \$11,233,904 for two academic years, which includes the allocation of \$500,000 to cover the costs of the college's program administration. Funding excludes Summer sessions.⁶

Benefits: A summary of benefits through the program are as follows:

- Free City covers tuition fees for SF residents who qualify for in-state tuition (\$46/unit for credit courses), regardless of age, previous educational experience or attainment, course load, or course of study.
- For students whose tuition fees are covered by state or federal financial aid, supplemental Free City-funded aid is offered for educational expenses: for full-time students (12 or more units), a \$250 per semester stipend, and for students taking 6-12 units, a \$100 stipend per semester.
- Students who drop classes after the refund deadline (a couple of weeks into the semester) are expected to repay the cost of tuition but are otherwise eligible to access the program again in future semesters.

Student Application Process: Students are determined to be eligible for Free City (tuition waivers or stipends) during the application process based on their reported address.

Payment from the City: City College was required to submit quarterly invoices to DCYF, which made disbursements to City College within 30 days.

Oversight Committee: An oversight committee was established via legislation to meet at least once every three months and prepare annual reports on program implementation. The committee consists of 11 appointed members, which are made by the following bodies: three by the CCSF Board of Trustees, two faculty by the City College Academic Senate, one student by the Associated Students Executive Council, two by the Board of Supervisors, one by the San Francisco Unified School District Board of Education, one by the Mayor, and one by the Controller's office.

⁶ In 2018, an additional allocation of \$1.2 million was made to include Summer Session 2019 for a total amount of \$12.4 million.

B. ADMINISTRATION

STUDENT APPLICATION PROCESS

Students who apply for Free City College first register online to attend City College, and then complete the Free City College affidavit (see **Appendix 6**). Based on their responses, the next screen provides information as to whether or not the student has been deemed eligible for Free City tuition waivers or stipends. Students are not required to determine whether or not they are eligible for other forms of financial assistance, but the College agreed to make a good faith effort to get students to apply for state and federal financial aid.

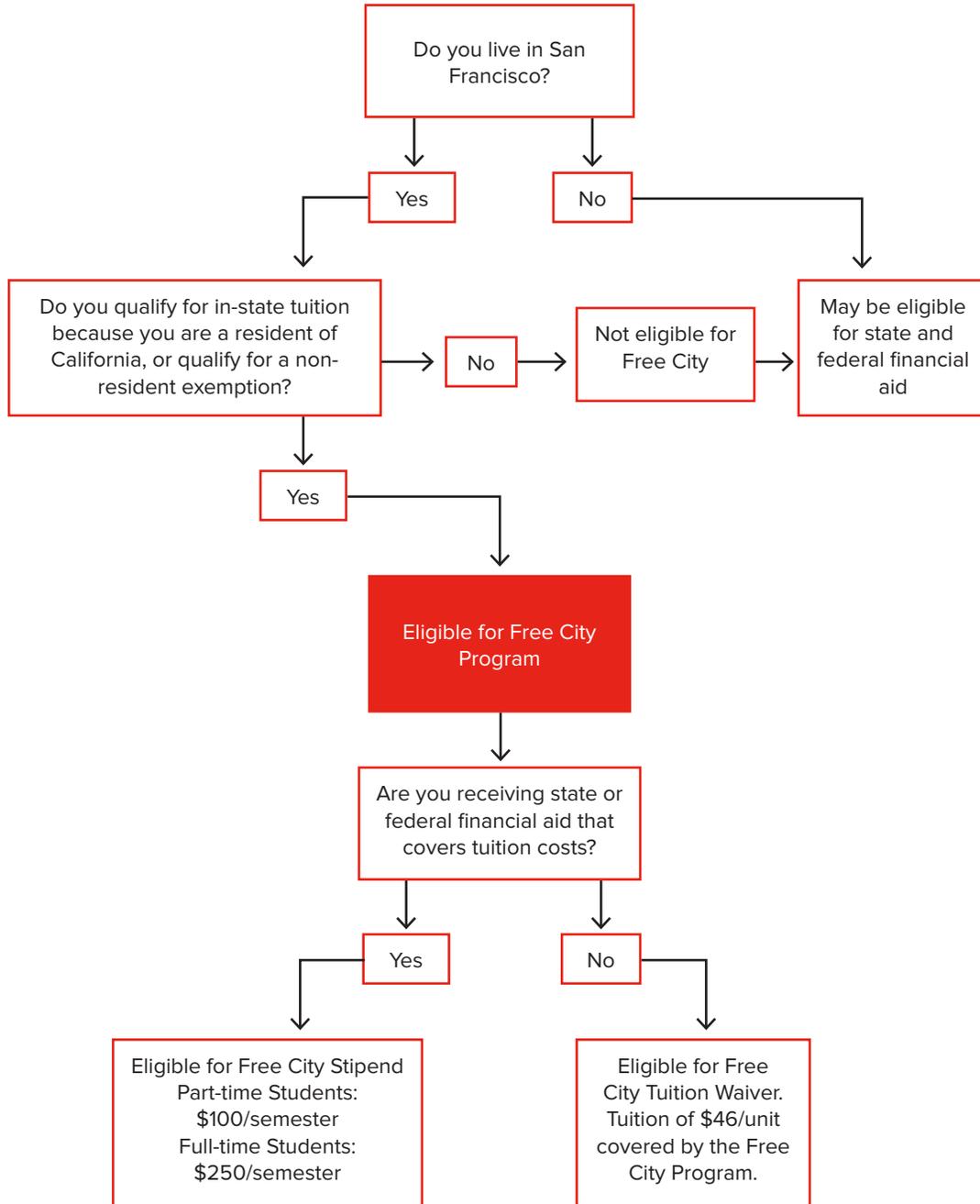
In the next step, students sign up for classes and are sent to a payment screen. If a student is eligible for tuition waivers, there will be no enrollment balance due on the payment screen. If the student is already in the City College database as a financial aid recipient for programs such as FAFSA or the DREAM Act, or receives a CCPG waiver, the screen lets the student know they are eligible for a stipend. The stipend amount is based on the student's unit load. Those students who are ineligible for Free City and financial aid are charged tuition fees.

If a student qualifies for financial aid after enrollment fees have been covered through Free City, the Bursar's Office adjusts the student's account to ensure that the state of California covers the enrollment fees rather than the City.

FREE CITY PROGRAM AND FINANCIAL AID PROGRAM ELIGIBILITY

The following chart demonstrates how City College of San Francisco determines whether or not a student is eligible for tuition fee waivers or stipends.

**IMAGE 5:
FREE CITY PROGRAM AND FINANCIAL AID PROGRAM ELIGIBILITY**



**California law provides in-state college tuition through non-resident exemptions for undocumented students meeting certain qualifications (AB540, AB2000) or for students who are non-resident veterans (AB 13).

C. OUTREACH

ACCESS. OPPORTUNITY.

The college made the Free City launch the center of significant advertising during the first year of implementation. Free City funds were not used for this marketing, which was paid for by CCSF. The key themes of the campaign were an extension of those underlying the program itself: access and opportunity. Extensive quantitative and qualitative research built the strategic foundation for the multi-channel outreach campaign that was implemented for the Fall 2017 semester, which focused on free tuition, and the Spring 2018 campaign, which focused on the quality of education.

This multi-channel campaign featured digital and transit advertising, extensive community outreach, and a coordinated media strategy to effectively reach the majority of the San Francisco population.

ADVERTISING

The students featured in the Fall 2017 advertising campaign were current Free City College students, and represented the range of ages and ethnicities represented in the College's enrolled student population. The majority of students at CCSF are students of color, and—while some students enroll at City College shortly after completing high school—many older students return to school to complete their educations or build skills much later in life. It was important for prospective students to see themselves in these ads so that they could see themselves pursuing and completing their own free education. Please see **Appendix 7** for examples of these advertisements.

Because the majority of current and potential students rely on public transportation, there was a targeted San Francisco Metro Transit Authority campaign, on-bus ads, and bus shelter ads. Due to the fact that students are unlikely to be reached via broadcast or print media, the College implemented a digital campaign that emphasized social media and website advertising, search engine optimization (SEO), and search engine marketing (SEM), all of which drove potential students to a new landing page that provided more streamlined registration. However, to ensure that older adults were reached as well, there were also resources reserved for print advertisements in local neighborhood publications, handing out postcards, and placing posters in shop windows throughout the City.

Free City funds were not used for the outreach campaign.

GRASSROOTS OUTREACH

Another extremely important component of the campaign included grassroots outreach. This included forming and strengthening partnerships with organizations such as the San Francisco Unified School District (SFUSD), the Community Housing Partnership, the Salvation Army, Boys and Girls Clubs, the San Francisco Labor Council and affiliated unions, religious communities, neighborhood business and residential organizations, and community groups to spread information about Free City. The College

also maintained a presence at major San Francisco events throughout the year, such as Sunday Streets, PRIDE, and rallies.

PUBLIC RELATIONS

The College launched a comprehensive earned media campaign to secure coverage in local, national and international news publications. Because San Francisco's Free City program was one of the first of its kind across the nation, it received a significant amount of media attention (articles can be found in **Appendix 11**).

V. FIRST YEAR OUTCOMES

A. SELECTED STUDENT RESPONSES

The City College Oversight Committee sent a survey to students soliciting feedback about how the Free City program impacted their lives. 773 students provided responses, a selection of which are included below. Please note that to protect student confidentiality, names have been removed. Each student quoted, however, indicated consent to use their words anonymously. For more details about this survey, please see **Appendix 10**.

Q: HOW HAS FREE CITY CHANGED YOUR OUTLOOK ON EDUCATION?

“I am proud to be living in a city that actually believe in education and puts money in that value.”

“That even I at 50 can get a degree and finally have a career instead of a series of jobs.”

“[Free City has] given me hope that I can succeed and there are others who believe in me.”

“Education had never been a fundamental value in my household growing up. My parents never graduated high school and none of my siblings made it to college. I am the youngest of twelve. I had enrolled in community college a few years after high school after having difficulty affording basic necessities as a young adult. I struggled with the financial burden and lived in my pick-up truck for several months before dropping out so I could work more hours in the week. Last spring, as a 28 year old adult, I discovered Free City and enrolled again. My first class, a basic math class, I excelled, completing the entire course in two months with top grades. This fall is no different. I receive positive feedback weekly from my instructor for my work. My positive outlook on education has been completely renewed, and I credit the transformation to the Free City program. I am so grateful for the opportunity to succeed. I’m on the road to be the first of my family to graduate, and I would not be where I am without City College of San Francisco.”

“I always wanted to finish school, but as a mother of two teenagers my goals became my daughters. I am a low income mother working two jobs to survive in San Francisco. However, free city had helped to go back to my goal since I only have to pay a minimum amount for my classes. I am so happy that now I am pursuing my career along with my daughters. Thanks to Free City! Everything is possible in this life with effort, passion, hard work and tenacity.”

“

It shows me that seconds chances really do exist and that higher education truly does open doors for my future potential.”

Q: DID THE FREE CITY PROGRAM INFLUENCE YOUR DECISION TO ATTEND CCSF IN ANY WAY?



I would not have attended were it not for Free City. This program has literally changed my life!”

“I had no intention to return to college. College was not discussed in my childhood whatsoever. It was so mysterious in my home that I had thought my peers were strange for discussing their college plans in high school. Throughout my young adult life, I gave it very little thought but considered college to be a financial burden I couldn’t afford to bare. City College of San Francisco renewed my take and inspired a curiosity for learning that I had never experienced before. I feel completely unstoppable!”

Q: TELL US A LITTLE ABOUT WHO YOU ARE AND WHY YOU’VE CHOSEN CITY COLLEGE:

“High rent is the reason many people are leaving San Francisco and it is heartbreaking. Nobody lives in luxury in the city and education is supposed to be affordable. As someone who does not have a job, I have been without a job for a couple of months now, Free City has made me realize how important my education is. **Free City, is the education that people have been looking for. Everything you need help on is right here. I just want to thank City College of San Francisco for making me love education all over again after 8 years of graduating High School. Free City, is just a step towards my future career** and I sure as heck, will continue to recommend this college for years to come and be able to express the gratitude that all the staff has on the students. Sure we burst many teacher’s bubble, but thanks to those teacher that didn’t give up on the students. I am so proud to be part of CCSF and hope in the future will come back in search for a new dream. Thank You.”



I dropped out of college (twice) due to financial restraints. Before Free a City I didn’t see any path for me to repursue my education.”

“I am 26 years old, an educator in the city for 3 years and an educator from the Valley (Bakersfield, California) for 5 years before that. **I work with students who are labeled as “emotionally disturbed” primarily young people of color within the public school system. I got into that work out of high school and was very passionate. The things I have learned as a young educator are frightening. And now as I am getting older I realize how pertinent it is for me as a Latina to finish. I am tired, but I am focused.** I know there is much to be done and to be learned and to teach in community aspects so that everyone is growing and learning together. Forward. Coming from Bakersfield I know how lucky I am to be here and I hope to give back to my community here and my community back home as well.”

Q: IF YOU HAVE A STORY TO TELL, A QUESTION TO ASK, OR INFORMATION TO SHARE, PLEASE TAKE AS MUCH SPACE AS YOU NEED BELOW.



I work full-time, and Free City allows me to continue my education. While I have 20-hour days that include a full shift at work before evening classes, I push through to achieve my goals.”

“Free City not only helps people that who a degree for transfer. In my case as an immigrant, it has helped me better understand the country, the language, and the people. CCSF has been the place where I have made friends, got over the culture shock, and gained abilities to join a workforce that I didn’t understand previously.”

“Just want to say that I have met so many students at City College over the last year who have stories like mine. It is amazing how much of a difference it can make for someone to just take away one more barrier (tuition) to them pursuing their dreams. I am so proud to be a resident of a city, and student at a school that is setting a precedent for schools around the country and making such a huge difference in people’s life’s. Up with Free City!! Thank you!!!”

B. ENROLLMENT OUTCOMES

The Free City program is comprised of two main components. The first component is the tuition fee waiver, which covers all California residents who live in San Francisco. The second component is the stipend amount, which is only applicable to students who already have their tuition covered through the California College Promise Grant (formerly called the BOG waiver). The stipend amount is determined by a student’s full-time or part-time status.

The Free City program accounted for 17,879 students enrolled in Fall 2017, and 17,316 students enrolled in Spring 2018. Around 74% of these of these students received the fee waiver, while the remainder received stipends. Historically, City College enrollment dips a small amount in Spring compared to Fall.

NOTE: All charts in Section B are for San Francisco residents only.

**TABLE 6:
FREE CITY ENROLLMENT SUMMARY**

	Number of Free City Students Fall 2017	Percentage of Free City Students Fall 2017	Number of Free City Students Spring 2018	Percentage of Free City Students Spring 2018
Free City Fee Waiver	13,370	74.8%	12,631	72.9%
Full-Time Stipend	2,539	14.2%	2,402	13.9%
Part-Time Stipend	1,970	11.0%	2,283	13.2%
Total Free City Students	17,879	100%	17,316	100%

Source: City College of San Francisco-Financial Aid

FULL-TIME AND PART-TIME ENROLLMENT // UNIT LOAD

Since the implementation of Free City, enrollment for both full-time and part-time students grew. However, the growth in part-time students outpaced the growth in full-time students. Students taking five or fewer credits saw year over year growth of 45.2% and 35.5% in Fall 2017 and Spring 2018 respectively, while students taking a full-time course-load grew by 4.3% and 12.4% during the same period.

Anecdotally, some students, particularly those past traditional college age, may be “testing the waters” to see if they are ready to succeed in college.⁷ Further study on the enrollment behaviors and persistence of newly enrolled part-time students is warranted, especially in light of efforts to support students moving toward full-time enrollment, and because part-time students are not eligible for a majority of promise programs.

⁷ One such student is Matt Trudell, who recently explained to program administrators that Free City was “the catalyst” for his return to college in his 30s. “School didn’t work out the first time, maybe it could work out the second time,” Trudell said. He had lacked confidence in his academic and coping skills, but one successful course turned into a commitment, and he is now making plans to attend full-time.

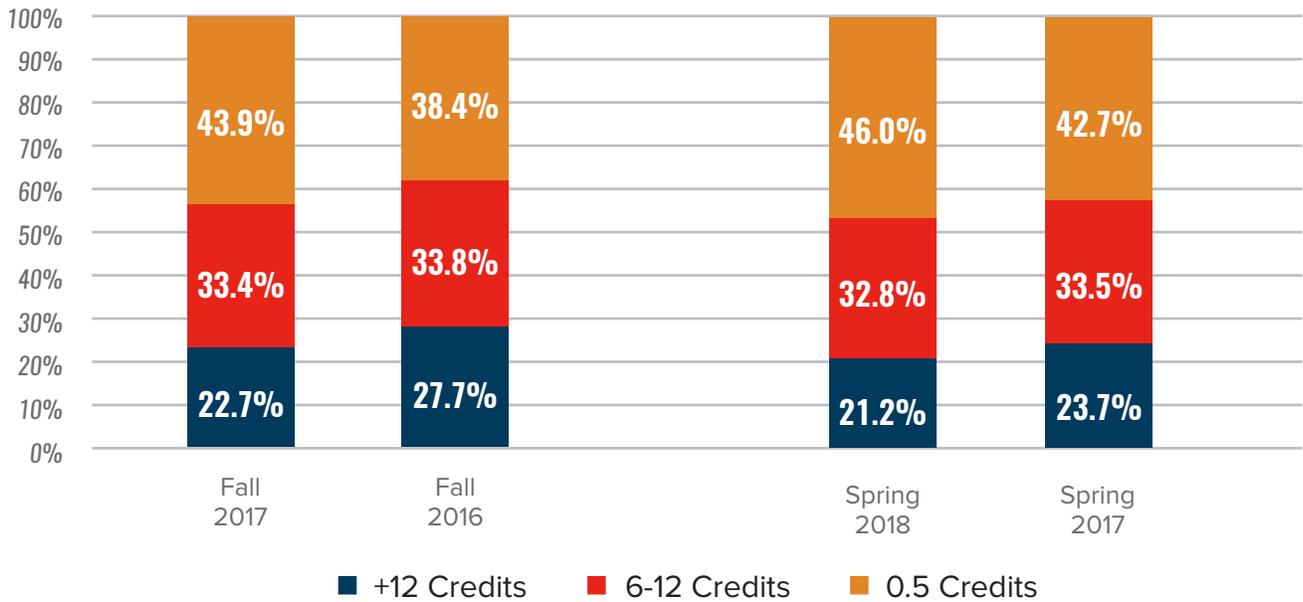
**TABLE 7:
YEAR-OVER-YEAR ENROLLMENT GROWTH BY NUMBER OF CREDITS**

	12+ Credits	6-11.5 Credits	Fewer than 6 Credits
Fall 2017 over Fall 2016	4.3%	25.7%	45.2%
Spring 2018 over Spring 2017	12.4%	23.1%	35.5%

Source: City College of San Francisco—Financial Aid

The higher growth in part-time students has shifted the proportion of full-time students being served by the college. The proportion of full-time students fell from 27.7% to 22.7% during the Fall semester, while the Spring semester saw a smaller shift from 23.7% to 21.2%.

**CHART 8:
COMPARISON OF PART-TIME VS. FULL-TIME STUDENT POPULATIONS,
POST- AND PRE- FREE CITY**



C. PERSISTENCE / DROP RATE

Data from the first year of Free City implementation counters the concern raised in some quarters that students will not take their courses seriously if they do not have to pay for them.⁸ When compared to prior year completion and withdrawal rates, there were no significant changes to the college withdrawal rate in 2017-18. When looking at Free City students specifically, we see that they are only slightly less likely to complete a course than non-Free City students, with a larger distinction in the first semester of the program. Students enrolled in more full-time coursework were most likely to complete coursework. These numbers are worthy of further study, as are the success and persistence numbers overall, in determining the impact that an extensive free tuition program may have not just on eligible students, but student success overall.

COMPLETION RATE FOR ENTIRE CCSF STUDENT POPULATION, FALL 2016 – SPRING 2018

The completion rate for Fall 2017 and Spring 2018 were 87.6% and 88.8% respectively. In both semesters, these completion rates are marginally higher than the prior year.

TABLE 9:
COMPLETION RATE FOR ENTIRE CCSF STUDENT POPULATION, FALL 2016 – SPRING 2018

Academic Term	Completion	Withdrawal
Fall 2016 (pre-FCC)	87.3%	12.7%
Spring 2017 (pre-FCC)	88.1%	11.9%
Fall 2017	87.6%	12.4%
Spring 2018	88.8%	11.2%

Source: City College of San Francisco-Institutional Research

⁸ The Board of Governors of the California Community Colleges addressed this argument as early as 1982, before tuition was first implemented in the system, noting that “Analytical studies have shown fees would reduce enrollments, but primarily of lower-wealth students, not necessarily ‘non-serious’ students.” (“Should Community College Students Pay Tuition?” 1982, quoted in Academic Senate Educational Policies Committee, 2004, p. 27).

WITHDRAWAL RATES BY ENROLLED UNITS DURING 2016-17 AND 2017-18

Broken out by units enrolled, the data shows marginal declines in withdrawal rates during the Free City College program when compared to the prior year. Full-time students (12 or more units) remained the least likely group to withdraw from their courses.

TABLE 10:
WITHDRAWAL RATES BY ENROLLED UNITS DURING THE 2016-17 AND 2017-18 ACADEMIC YEARS

Course Load Fall and Spring	Withdrawal rate by units enrolled			
	less than 6	6 to 9	9 to 12	12 or more
2016-17 (pre-FCC)	14.4%	16.1%	15.1%	9.3%
2017-18	13.4%	14.9%	14.3%	9.1%

Source: City College of San Francisco-Institutional Research

COMPLETION RATE FOR FREE CITY AND NON-FREE CITY STUDENTS, 2017–2018

Though overall drop rates were down (see **TABLE 11**, above), students receiving Free City were slightly more likely to drop a course. While increased enrollment from Free City has not led to an identifiable trend in “non-serious” students, current policy in the MOU seeks to recoup funds from Free City students who drop after the state deadline, which may have impacts on some low-income students. Research on the fiscal and success impacts of the drop policy on Free City students and on program budget is warranted. *(Please see the Invoices in Appendices 8 and 9 for the amount of funds that were recouped for dropped classes.)*

TABLE 11:
COMPLETION RATE FOR FREE CITY AND NON-FREE CITY STUDENTS, 2017–2018

Academic Term	Free City		No FCC	
	Completion	Withdrawal	Completion	Withdrawal
Fall 2017	86.0%	14.0%	88.7%	11.3%
Spring 2018	87.7%	12.3%	89.5%	10.5%

Source: City College of San Francisco-Institutional Research

D. FINANCIAL OUTCOMES/SHORTFALL ANALYSIS

The budget as projected in the MOU for the Free City College pilot program for the Fall and Spring semesters of 2017-18 was approximately \$5.4 million when excluding staffing costs. The actual cost of the program was \$7.9 million, leaving the College with a \$2.5 million shortfall in year one of the program. (See **Appendices 8 and 9**)

The shortfall in the first year was primarily due to incorrect data that served as the base numbers to calculate the cost estimate (specifically, the numbers provided by the college were the credits taken by tuition waiver eligible students and the number of students that would be eligible for a stipend). These base numbers led to higher than expected costs for tuition waivers (-\$4.2 million), offset by lower than expected costs for stipends (\$1.6 million), resulting in the \$2.5 million shortfall.

SHORTFALL SUMMARY

The budget was developed by the College and the City based on credit and enrollment estimates for the Free City program set by the College. These estimates were based on two major assumptions:

- 1) credits taken would grow by 20% in the first year of Free City implementation, and simultaneously
- 2) students enrolled with a CCPG would grow by 20%. The CCPG was part of the budgeting assumptions because for eligible California students, it is the only stand-alone enrollment fee waiver (in contrast, other forms of financial aid such as the Pell Grant may be used towards enrollment fees and education-related costs). As a result, the City assumed that a larger proportion of students at the College would qualify for the CCPG and thus have their tuition covered by the State rather than through the Free City program. This is because recipients of the CCPG instead receive a stipend from the Free City program, a smaller amount than the cost of tuition fees.

**TABLE 12:
SHORTFALL SUMMARY**

	Free City Waiver	Full-Time stipend	Part-Time stipend	Total Cost (excl Staffing)
Projected in MOU	\$2,092,632	\$1,578,000	\$1,696,320	\$5,366,952
Actual	\$6,281,622	\$1,211,875	\$415,500	\$7,908,997
Difference	-\$4,188,990	\$366,125	\$1,280,820	-\$2,542,045

Source: City College of San Francisco-Financial Aid

INCORRECT BASE NUMBERS FOR COST ANALYSES

In calculating the tuition waiver costs, the budget was set with the understanding that the number of credits taken in Fall and Spring of 2016-17 by non-CCPG San Francisco residents was 37,910. However, the actual number of credits taken was 106,993.5, which is over 2.8 times larger than the number used to set the budget. Because a smaller base number was used, the cost of the tuition was underestimated, leading to a shortfall.

In calculating stipend costs, the budget was set with the understanding that there were 2,630 full-time (12 or more credits) CCPG students in San Francisco and 7,068 part-time (6 or more credits and less than 12 credits) CCPG students in San Francisco during the Fall and Spring semesters of 2016-17. However, this data was incorrect for two reasons: 1) it included students outside of San Francisco, and 2) it included students receiving fewer than 6 credits. These errors contributed to an overestimation of the stipend costs, leading to a surplus.

PROJECTED VS. ACTUAL FREE CITY WAIVER COSTS

The Free City Waiver covers the \$46 per credit fee. Students receiving CCPG would already have their tuition fees covered, so the budget for the tuition waiver was calculated to exclude CCPG credits. The MOU stated that the number of credits taken by non-CCPG San Francisco residents was 37,910 in Fall and Spring of 2016-17. This became the basis for the Free City waiver cost with an additional 20% growth for a total of 45,492 credits. At \$46 per credit, the estimated cost of the tuition waiver would be \$2.1 million.

The actual cost of the tuition waiver was \$6.3 million (\$4.2 million more than the estimated cost). This variance can be traced back to a data error in the base number used to calculate the tuition waiver costs—the number of credits taken by non-CCPG San Francisco residents in Fall and Spring of 2016-17. The actual number of Free City Waiver credits in Fall and Spring of 2016-17 was 106,993.5, which is 69,084 credits greater than stated in the MOU. In addition, growth in waiver credits was 27.6% rather than 20%, which further contributed to the underestimate. Correcting for the data error and growth estimate, the actual number of Free City Waiver students in Fall and Spring 2017-18 was 136,557.

TABLE 13:
PROJECTED VS. ACTUAL FREE CITY WAIVER COSTS

	MOU	Actual
Fall and Spring 2016-17 Credits (SF Residents, non-CCPG)	37,910	106,993.5
Fall and Spring 2017-18 Credits (SF Residents, non-CCPG)	45,492	136,557
Growth	20.0%	27.6%
Free City Tuition Waiver Cost	\$2,092,632	\$6,281,622

Source: City College of San Francisco-Financial Aid

The source of the initial 37,910 credit number is unclear, and City College was unable to replicate this number. Had the correct base number been used, under the 20% growth assumption, the tuition waiver would have experienced a \$375,581 shortfall. The underestimate on the growth assumption accounts for 9% of the shortfall, while the remaining 91% of the shortfall is due to data error.

**TABLE 14:
TOTAL SHORTFALL ANALYSIS**

Shortfall due to Data Error	\$3,813,409	91.0%
Shortfall due to Growth Assumption	\$375,581	9.0%
Total Shortfall	\$4,188,990	100%

ACTUAL VS. PROJECTED FREE CITY STIPEND COSTS

Stipends for educational expenses are available to Free City participants who already have their tuition covered by the CCPG. Full-time students, defined as students who take 12 or more units, are eligible for a \$250 stipend each semester. Part-time students, defined as those who are enrolled in at least 6 but fewer than 12 units, are eligible for a \$100 stipend each semester.

The MOU estimated that the total duplicated headcount for Fall and Spring of 2016-17 would be 5,260 full-time and 14,136 part-time students.⁹ This became the basis for the Free City stipend costs. These headcounts were expected to grow by 20% for Fall and Spring of 2017-18, bringing the counts to 6,312 full-time and 16,963 part-time. Full-time student stipends were expected to equal \$1.6 million and part-time student stipends \$1.7 million.

The actual cost of stipends was \$1.2 million for full-time students (\$0.4 million less than estimated) and \$415,500 for part-times students (\$1.3 million less than estimated). This variance can be traced to an error in the headcount of San Francisco residents receiving CCPG during Fall and Spring of 2016-17. The actual headcount was 4,421 full-time (839 below MOU) and 5,200 part-time (8,936 below MOU). City College was able to replicate this number and determined that the reason for the higher MOU numbers is because it included non-San Francisco residents receiving CCPG as well as students taking fewer than 6 units.

In addition, the growth rates were lower than assumed, which further contributed to the underestimate. For those receiving CCPG, full-time students saw 11.8% growth while part-time students

⁹ The MOU stated that there was a headcount of 2,630 full-time and 7,068 part-time students living in San Francisco and receiving CCPG in each semester of Fall 2016 and Spring 2017.

saw a decline of -18.2% rather than the 20% projected growth. Correcting for the base error and growth rate assumption, the actual total headcount for Fall and Spring of 2017-18 was 4,941 full-time and 4,253 part-time.

**TABLE 15:
ACTUAL VS. PROJECTED FREE CITY STIPEND COSTS**

	MOU		Actuals	
	Full-Time	Part-Time	Full-Time	Part-Time
Headcount Fall and Spring 2016-17 (SF Resident, CCPG)	5,260	14,136	4,421	5,200
Headcount Fall and Spring 2017-18 (SF Resident, CCPG)	6,312	16,963	4,941	4,253
Growth	20.0%	20.0%	11.8%	-18.2%
Stipend Cost	\$1,578,000	\$1,696,320	\$1,235,250	\$425,300
Enrollment Change Adjustments*	\$0.00	\$0.00	-\$23,375	-\$9,800
Total Stipend Cost	\$1,578,000	\$1,696,320	\$1,211,875	\$415,500

Source: City College of San Francisco—Financial Aid

* *Enrollment Change Adjustments refers to changes in stipend levels due to students changing course load during the semester. To ensure that students are receiving the appropriate stipend related to their course loads, disbursements are made two times per semester. The first payment, which is half of the total disbursement amount, is made four weeks into the semester. Before the second disbursement, the College assesses each student's enrollment, and pays or withholds the second payment according to enrollment. A payment is withheld if a student drops from a full-time to a part-time course load, or from a part-time course load to a less than part-time course load. Disbursements are made at alternate times to students who enrolled in late start classes. At the end of each semester, the College assesses payments made to students to determine whether or not grants need to be repaid.*

The mistaken inclusion of non-SF residents in the stipend cost estimate accounts for 58.2% of the surplus in stipend costs, while the inclusion of students taking fewer than 6 credits accounts for over 22.2%. These two data errors combined account for over 80% of the variance from budget for the stipend. The growth assumption accounts for 17.6% of the surplus while enrollment changes account for only 2%.

**TABLE 16:
SURPLUS STIPEND COSTS**

Inclusion of Non-SF Residents	\$959,100	58.2%
Inclusion of Students Taking <6 Credits	\$364,920	22.2%
Growth Assumption	\$289,750	17.6%
Enrollment Change Adjustments	\$33,175	2.0%
Total Surplus	\$1,646,945	100%

GROWTH RATES

Adjusting for the incorrect base data, the main variance from budget would have been the growth rate assumption. The tuition waiver growth rate was underestimated, but the stipend enrollment growth was overestimated. Combined, the Free City program would have seen an \$85,831 shortfall.

**TABLE 17:
GROWTH RATES**

	20% Growth Estimate	Actual	Difference
Free City Waiver Cost	\$5,906,041	\$6,281,622	-\$375,581
Full-Time	\$1,326,300	\$1,235,250	\$91,050
Part-Time	\$624,000	\$425,300	\$198,700
Total	\$7,856,341	\$7,942,172	-\$85,831

One notable variance in growth rate is with part-time stipend students. These part-time stipend students are San Francisco residents receiving CCPG taking 6 or more credits, but less than 12. This cohort saw an 18% decline between Fall/Spring 2016-17 and Fall/Spring 2017-18, which stands out in light of the fact that every other cohort directly impacted by the Free City program saw double digit growth (including full-time CCPG students) and that San Francisco residents as a whole saw a 27% increase in enrollment. A likely explanation, corroborated by student survey results, is that some part-time students are taking the Free City tuition waiver in lieu of applying for CCPG.

VI. LESSONS LEARNED

The 2017-2018 academic year was the first implementation year of the Free City College program. Building and administering a new, comprehensive program coordinated between two large institutions and between multiple organizations, departments, and sources of information will almost necessarily bring unexpected challenges. Considerable resources have gone to helping the various parties gain understanding and clarity about data, administration, and common understanding of terminology and information. Lessons learned from implementation of the pilot program, as well as the development of standard procedures for sharing data, will streamline administration of future program years.

From a high level, one challenge related to data was that College and the City used different language when describing data. Moving forward, terms are clarified and further opportunities will be taken to build procedures on top of already existing ones, rather than creating new or differentiated procedures. The City and College are working together to better define the data requirements. Enhanced clarification of terms and also expectations will be helpful as they relate to the MOU terms, success measurements, and the outcomes and impacts of financial aid.

ADMINISTRATION

Some dedicated staffing (approximately one FTE) was connected to the launch and marketing of Free City. The timeline to launch the pilot was compressed and came at a time of significant administrator turnover at the College. Within the institution, implementation of a major new program involved interaction between multiple departments and units, necessitated additional programming and technology, and impacted a majority of students and those serving them—including admissions and registration staff, counselors, faculty, and financial aid administrators.

Support for and excitement about the program was high. For instance, the implementation of the program required active involvement from the financial aid, academic affairs, and institutional research offices, as well as the City. However, since this was a new program between the City and City College, it was unclear what role each entity should play in the success of program implantation. There was confusion and concern about the student drop policy and its potential impact on new students who did not understand the repercussions of withdrawing from a class after the drop deadline not only for grades but for billing. Additionally, the issue of whether FAFSA would be required for students in order to participate in Free City created additional confusion, including amongst students. This issue was often a sticking point, including at the Oversight Committee, primarily due to different interpretations of language in the MOU.

Clearer messaging for students and staff about how Free City and financial aid work together to support students will be useful. Because the program will include greater funding for educational expenses for low-income students who qualify for financial aid, there is reason to expect that FAFSA applications will increase. Further work, primarily internal to the college, is already underway to support additional student access to financial aid.

In addition to staffing needs related to data and programming, as well as hiring additional financial aid staff, the College should consider a dedicated staff person to coordinate the program.

And finally, the role of the Oversight Committee was not always clear, turnover was frequent, and the formal committee structure was not conducive to drafting an annual report or making decisions surrounding amendments to the MOU.

REPORTING

With the creation of the Free City program, City College was given the task of developing and following a new set of reporting requirements for the City, which necessitated the creation of a new reporting structure in addition to, and distinct from, the long-established state and federal reporting structures. The addition of a new, resource-intensive reporting requirement without a corresponding addition of staff raised several challenges in the data reporting and collection process. The need exists to build a permanent infrastructure that will allow for data to be collected and reported in tandem with state and federal requirements. However, given that Free City was initially funded as a two-year pilot program, the resources necessary to develop adequate reporting infrastructure were not allocated.

To ensure data consistency, the College and the City should decide on a specific point in time on which all data will be pulled. This will address many of the issues outlined below.

INVOICING

There were several challenges the City and College faced related to the invoicing process. The initial MOU provided no clear direction on the timing of invoices, or the information needed to verify expenses. Additionally, the invoices were either not internally consistent or did not provide the City with the information needed to verify costs.

Fluctuations in headcount between draft invoices led to an invoicing format that was acceptable to all parties. There were initial discrepancies between DCYF's total cost calculations and the College's cost calculations (although the College did provide sufficient evidence for costs exceeding the total budgeted amount, following the Fall 2017 inaugural semester.)

Financial reports submitted to the DCYF, and the initial lack of sufficient backup data, left the Department without a clear understanding of how the College calculated its invoice costs. Even though the data was not self-explanatory, CCSF was able to answer case by case questions regarding idiosyncrasies within the data, and to explain the system constraints that resulted in some data variations.

FISCAL SHORTFALL/ADMINISTRATION OF FREE CITY

The costs for administering the Free City program exceeded the agreed upon funding amount. This amount was based on the incorrect base numbers provided during program development. Additionally, the program assumed that more State and Federal aid would be accessed by students. These data errors highlight the need for better data validation processes.

COMMUNICATION/INFORMATION/DATA

Because of how internal data is tracked by the College, data provided by CCSF to the City was at times inconsistent based on when the data was pulled and could vary depending on which division was providing the information. An additional challenge was posed by a lack of clear direction to the College regarding exactly what, or how, data should be provided. The parameters of the City's data requests were sometimes unclear and frequently changed.

Moving forward, the expectations, outcome measures and points of evaluation need to be better defined. The College and the City will propose a plan that includes what data should be provided, who will provide the data, and the timeline. This committee recommends that the College have at least 1 FTE devoted to this program that can help communicate across divisions within the College, and to act as a point person between the College and the City. Additionally, the committee recommends developing a formalized process for collecting and sharing data.

EVALUATION

Parameters for data collection and evaluation were not established prior to program implementation. Given the program's distinct design and large number of students accessing the program, the College and City should work with educational researchers to study both short- and long-term impacts.

LESSONS FROM THE PROMISE PROGRAM MOVEMENT

Promise programs have gained significant and well-documented national interest, with varied elements of design, policy, and funding sources.¹⁰ Most researchers agree on two defining features of College Promise programs: 1) financial support that encourages students to attend postsecondary institutions and 2) eligibility criteria based on where students live or attend school (Perna & Leigh, 2018 and Miller-Adams, 2015, as cited in Rauner, Perna, & Kanter, 2018, p. 3). Under these two criteria, Free City is a promise program, though it does not include "promise" in its name.¹¹

10 The Upjohn Institute's work on place-based scholarships locates the first official "promise" scholarship in Kalamazoo, MI in 2006, and now details nearly 150 different city and regional programs (W.E. Upjohn Institute, 2019). As of fall 2018, Rauner, Perna, and Kantner (2018, p. 3) identify 42 promise programs in California alone.

11 Rauner, Perna, & Kanter acknowledge that great "variation in the programmatic and institutional features of promise programs" create difficulties in analyzing, classifying, and comparing programs. In fact, three national promise databases identify Free City's program structure as interacting with financial aid in three differing ways: as a first dollar program (Miller-Adams, Hershbein, & Timmeney, 2017), a last dollar plus program (College Promise Campaign), and a middle dollar program (Perna & Leigh). Some confusion may have originated internally, with different assumptions about whether FAFSA should (or must) be required or simply desired, as well as a general lack of understanding of the purpose of stipends. (As implemented in the pilot, stipends for low-income students were quite small.)

Some promise programs provide universal benefits while others target specific populations. Debates about the relative value of universal versus means-tested social programs, both inside and outside education, are longstanding.¹² Free City provides universal tuition coverage with additional financial resources to low-income students. The resources targeted to financial aid recipients were a key piece of this design, intended to support low-income students—which tuition-only last-dollar programs do not.¹³ Participants are not excluded from Free City based on course load or GPA, age, income, or course of study. The program does not restrict participation by age or prior college experience, in recognition of City College’s large population of returning (and frequently working) students.¹⁴

Rauner, Perna, & Kanter (2018, p. 3) identify a secondary parameter that researchers apply: “a stated goal to deepen the community’s college-going culture and economic strength.” Free City was also designed with these community-focused ideals in mind, as Supervisor Kim’s introductory statement to this report demonstrates. “At a time of intense national debate over the costs and benefits of college,” Miller-Adams (2015, p. 2) notes, “the agenda for Promise stakeholders goes beyond college access and school improvement, as Promise programs also seek to transform the communities in which they are rooted.” This transformational potential is suggested in preliminary data: more than 50% of the 773 Free City recipients surveyed by this committee indicated that they would not currently be in college without Free City (another 22% indicated they were unsure), and 76% said that Free City had changed their outlook on education (surprisingly, 45% of non-Free City participants indicated yes here, as well). Evaluative elements to analyze community impact and college-going should be among future program efforts.¹⁵

Recent reports such as EdTrust’s *A Promise Fulfilled* (Jones & Berger, 2018), Poutre & Voight (2018), and adjacent press have critiqued promise programs, questioning in particular insufficient support for students with financial need. Free City, however, includes some additional support for low-income students who are already receiving financial aid, and future iterations of the program are expected to include more substantial support.¹⁶

12 Miller-Adams (2015, p. 47) sums up the policy literature: “universal programs are generally seen as more feasible, more likely to reach all segments of the highest-need population, and nonstigmatizing,” while targeted programs are “considered more efficient in that they distribute scarce resources” in a more precise manner to where they are most needed.

13 While many free college programs are assumed to be universal, not all support low-income students. See Cochrane 2015.

14 Mishory (2018, March) suggests that costs often drive eligibility: “Many of those cost containment decisions mean that some programs, particularly those that choose the more inequitable design elements [...], are more regressive than they may first appear” (6).

15 The oversight committee conducted this student survey by e-mail. Please see **Appendix 10** for additional information about this survey, or Section V, A: Selected Student Responses.

16 EdTrust’s “framework for equity-driven free college policy” (Jones & Berger, 2018) includes eight criteria for statewide programs; though regional, Free City meets the majority. (It falls short in two areas: it does not cover local fees, both a health fee and a student activities fee; and because it is bound to a single community college, it does not cover a four-year degree.) Likewise, Jen Mishory’s *Higher Education: The Future of Statewide College Promise Programs: A State Guide to Free College* (2018, March) considers major design implications, particularly structural inequities, and again Free City, on balance, meets most criteria.

Free City does not succeed in making college truly debt-free for low-income students, who frequently have additional unmet financial need and are living in a city with a soaring cost of living and growing income inequality. Additionally, for more than 3,000 students each semester, Free City may increase indebtedness, because students who withdraw after the initial drop deadline are expected to repay the Free City fund before they can re-enroll in the program or the College.

One population excluded from Free City and raised both by students and community groups as well as by Mishory (2018, March) are undocumented students. Free City covers students qualifying for in-state tuition, which includes AB540 and CA Dream Act students, but other undocumented students would be well-served by increased access to CCSF's credit program; these SF residents, embraced by this Sanctuary College within a Sanctuary City in numerous other ways, are not currently eligible for Free City.

Free City did not include an explicit equity message. Because City College of San Francisco provides access to low-income students, students of color, first generation college students, formerly incarcerated students, homeless, food-insecure, and other less traditional students, program designers assumed that much of the program would support vulnerable populations. Similarly, analysis of college promise programs throughout California lack explicit connection to student equity. This served as an impetus for members to analyze other promise programs and to assess student success among students participating in Free City to ensure all students are persisting and succeeding in their coursework at City College.

Establishing and monitoring impacts around educational outcomes for underserved and underrepresented student populations will allow policymakers to examine whether policies and practices are beneficial or are deepening inequality. In addition, deliberately analyzing race and ethnicity can help target specific populations and eliminate widening postsecondary gaps for Native American, African American, Pacific Islander, and Latinx students. Free City has the potential to address these widening postsecondary gaps; however, without the presence of clear indicators to measure equity, there is not enough data to affirm this notion.

VII. CONCLUSIONS AND RECOMMENDATIONS

A. CONCLUSION

In 2017, San Francisco became the first and only major city in the nation to offer free tuition to all of its residents, and those with non-resident exemptions, at the City College of San Francisco. This effort was spearheaded by former Supervisor Kim, AFT 2121, and the San Francisco Labor Council. Revenue was generated for the program through Proposition W, a real estate transfer tax on properties sold with a value of \$5 million or higher. Overall, the program has increased the educational attainment and access of and for the San Francisco community.

As with the implementation of any new program, Free City experienced several issues in the implementation process, specifically due to greater than expected costs coupled with a lack of clear expectations established early on for data and program goals by the City and the College.

The City and the College are dedicated to the long-term availability of the Free City Program. Based on findings from the two-year pilot program, Mayor London Breed has provided funding to the institution to address the shortfall and extend Free City for the next decade.

B. RECOMMENDATIONS

The program experienced two primary challenges: the administration of the program and financial resources. Most of the administrative challenges stemmed from a lack of a common language and clarity around expectations, particularly with regard to data requirements. The financial resource challenges stemmed from cost estimates that were developed using incorrect data and a lack of historical precedence. The recommendations below provide a broad perspective from data from the report and points at issue for the Oversight Committee. Additionally, it is important to acknowledge that no such prior program and partnership existed between the College and the City, and San Francisco was the first program in the country to offer a program of this magnitude.

1 ESTABLISH SHARED GOALS AND EXPECTATIONS BEFORE PROGRAM IMPLEMENTATION.

The program did not have explicit goals and outcomes to be measured that were further compounded by insufficient time for program planning before implementation.

RECOMMENDATION 1A

Agree on measures to determine program effectiveness. Moving forward the City and the College should have agreed upon data to be collected to monitor the program. This report provides data for the program, but because these data requirements were not discussed during program design, the institution often struggled to extrapolate data and the specific measures that were being requested since reporting requirements to the State differ. One noteworthy drawback of not including these measures early was displayed with how the MOU required the institution to make a “good faith effort” in financial aid applications, but did not define how those efforts would be measured.

RECOMMENDATION 1B

Develop a shared definition of equity and equity-focused evaluative measures. Differences in how equity is defined emerged during the program implementation due to a lack of explicit attention and inclusion of equity-focused evaluative measures. By including these evaluative measures, policymakers will have the necessary data to make programmatic improvements. Policymakers should draw from the institution's existing student-equity work to determine equity-focused evaluative measures and how the program can better align with other state and local initiatives to improve equity.

2 IMPROVE ACCESS TO ESSENTIAL DATA.

The invoicing process and the annual report required the institution to submit several iterations for data verification by the City. A permanent infrastructure would allow for data to be collected and reported in tandem with state and federal requirements. However, given that this was a two-year pilot program, the level of resources necessary to develop such an infrastructure were not provided.

RECOMMENDATION 2A

City College should establish one point in time each semester to pull data for invoicing. Students change their enrollment status throughout the semester which contributed to confusion in how stipends and waivers were disbursed to students, re-collected, and billed. Any discrepancies after the agreed upon point in time for data collection should be reconciled in the following invoice. Although, most likely in the future, the College's financial records will be monitored by an independent auditor, it will still be necessary for the College to establish a set point in time to verify usage of funds.

RECOMMENDATION 2B

The College should work closely with the financial auditor early on to identify what is needed to confirm cost, and to provide any additional data support that may be needed.

RECOMMENDATION 2C

The College should determine a dedicated source for data related to Free City.

3 PROVIDE ACCURATE PROGRAM COST ESTIMATES.

The Free City program experienced a \$2.5 million shortfall in its first year of implementation. This shortfall may have been avoided if the correct base numbers had been provided to conduct cost projections. Additionally, Free City is a financial aid program and expectations of how state and federal financial aid funds should be leveraged.

RECOMMENDATION 3A

Cost estimates should be verified and data used for cost estimates should be validated.

RECOMMENDATION 3B

The City should build in a reserve for the program to account for any unexpected cost increases over budget or reduction in available funds from the City, particularly in recognition of the profound negative impact that sudden reductions in the program might have on students and their educational plans. Additionally, the role of state and federal funds in relation to the Free City program should be established. For example, if state or nationwide legislation to make community college free is adopted, the institution can determine and share how these changes can complement the local program.

4 INCREASED FUNDS FOR STAFFING SUPPORT FOR CCSF.

RECOMMENDATION 4A

Designated College staff should be actively engaged in the program. Specifically, to verify data for the annual report and financial aid to verify cost calculations. Although the oversight committee was charged with overseeing the Fund, policy expertise provided by both institutional research and the financial aid office was integral to answering Oversight Committee Members' questions.

RECOMMENDATION 4B

Fund an FTE to support data requirements and program implementation. The lack of a designated staff member for the Free City program contributed to delays in data submission and verification. Additionally, in implementing such a program, there are often costs that the institution incurs due to increased enrollment, and thus exploring how City funds can address this can be helpful in supporting the College.

RECOMMENDATION 4C

The College should designate an internal Free City program coordinator. The Free City program has served more than 24,000 students and has required active engagement from the CCSF marketing, financial aid, institutional research, student affairs, and academic affairs offices.

5 EXPANSION OR ADJUSTMENTS TO PROGRAM DESIGN SHOULD INCLUDE CLEAR METRICS, GOALS, AND ACCURATE COST PROJECTIONS.

The Board of Trustees, as well as the public, students, and additional stakeholders, have identified possible opportunities for program growth in the future. These include access to the program for people who work in San Francisco; graduates of SFUSD who, due to displacement, no longer live in the city where they attended high school; and undocumented students who live in San Francisco but do not currently qualify for in-state tuition. College administration also presented proposals for program design modification. Prior to implementation, decision-makers should establish clear goals and metrics, conduct accurate and robust cost projections, and draw from the lessons learned from the first two years of the program.

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IX. APPENDICES

Appendix 1: RECLAIMING THE PROMISE OF THE CALIFORNIA MASTER PLAN FOR HIGHER ED IN SAN FRANCISCO. Proposal from AFT 2121 to the CCSF Board of Trustees Promise Programs, dated May 26, 2016

Appendix 2: Free City Resolution Approving MOU, Passed by Board of Supervisors on November 14, 2017

Appendix 3: Free City MOU

Appendix 4: Methodology for Counting Free City College Students

Appendix 5: Geographic Distribution of Students by District, Academic Year 2017-2018

Appendix 6: Free City Affidavit

Appendix 7: Advertising Examples

Appendix 8: Fall 2017 Invoice

Appendix 9: Spring 2018 Invoice

Appendix 10: Student Survey PowerPoint

Appendix 11: Selected Media Coverage

APPENDIX 1

RECLAIMING THE PROMISE OF THE CALIFORNIA MASTER PLAN FOR HIGHER ED IN SAN FRANCISCO

DATE: May 26, 2016
TO: CCSF Board of Trustees
FROM: AFT 2121
RE: Proposal for Free City: Tuition and Student Support

The promise and premise of the landmark California Master Plan for Higher Education (1960) includes free tuition at all levels of public higher education, specifying that community colleges should have open enrollment and must afford students—“all who can benefit”—an opportunity for a college education. But this promise of quality, free education in the CSU, UC, and community college systems has been undermined, with exponential increases in tuition (and “enrollment fees”). Community colleges, which were free until 1983, are now \$46 a unit.

Nationally, attempts to address higher education access and skyrocketing student debt have some states and municipalities implementing “free community college,” eliminating or covering tuition as well as providing additional supports to help students succeed. President Obama unveiled a 2015 proposal for free community college, and at least two presidential candidates have proposed making college “free for all” (Sanders) or “debt-free” (Clinton). Numerous other plans are in the works. But not all of these plans expand access, and some fail to provide educational opportunity to those students—of all ages—who would most benefit. Expanding the school-to-college pipeline is essential, but many students who would benefit are not traditional students and are arriving at (or returning to) college later in life.

The city of San Francisco has a huge opportunity in considering a “Free City” program for San Francisco’s students. Most importantly, it would expand access to higher education in our city, providing enormous hope and opportunity and making the city more affordable, even while enhancing its public health and growing its future economy.ⁱ The Free City program would also help restore enrollment at City College of San Francisco (CCSF) as part of a larger strategy to stabilize and re-grow the college over the next several years.ⁱⁱ San Francisco has the ability to make the city more livable for all its residents and workers, to reclaim the California Master Plan for Higher Education locally, and to restore its community college to its broad, accessible mission.

This memo provides an overview of some of the key provisions of plans and policy proposals already underway both nationally and in California, as well as a short list of some of the common critiques of current proposals and suggestions for improvement. We lay out an initial proposal for free tuition and student support at CCSF that we believe would work for our city and its students. We also provide some initial cost estimates, with areas for further research needs noted.

I. Key Provisions of Major Policy Proposals for Free Community Colleges/Higher Ed

See the attached “appendix” chart with overview of key federal, state, and municipal programs and proposals (pp. 5–7).

II. Policy Considerations

Based on current plans being proposed and models already in place, there are issues about plan design to consider, as well as suggestions to improve policy design moving forward. The table below summarizes some of the key critiques of the current programs and suggestions for improvement.

Critiques of Current Plans ⁱⁱⁱ	Suggestions for Improvement ^{iv}
<ul style="list-style-type: none"> ○ Programs often don't cover living expenses, transportation, childcare, books. ○ Funding will go to students who may not need it. ○ Eligibility requirements are often merit based. ○ Enrollment requirements penalize non-traditional students. ○ "Last-dollar" scholarship complaint, which refers to the fact that the plans pay only for tuition and fees that federal and state grant aid fails to cover. These programs help middle-income families but neglect additional support for low-income students (see below). ○ Not all programs address the complexity of FAFSA and student need for help to navigate federal funding process. 	<ul style="list-style-type: none"> ○ Programs could provide some additional financial aid to students whose Pell Grants cover tuition and fees in order to cover living costs. ○ Grants for non-tuition costs could be paid for by slightly reducing awards for students who are not Pell-eligible. ○ Programs could be extended to returning adult students, who sometimes do not qualify. ○ Programs could ensure access for undocumented students, who do not qualify for many kinds of financial aid. ○ Publicity is key as is providing additional supports for students and making sure students are applying for maximum grant funding from other sources.

Critiques of the "last-dollar" model are especially relevant, as McKibben sums up well: "New programs touting 'free' community college, including Tennessee Promise as well as those proposed in Oregon, Mississippi, and Chicago, have been offered as 'last-dollar' scholarships—covering only tuition and fees that are not covered by all other existing grant aid, such as the federal Pell Grant. Last-dollar programs do not cover other necessities like room, board, books, supplies, and transportation that most students need in order to attend school and to survive... The practical effect of these last-dollar programs is also to spend the most state money on students who *need the least aid.*"^v

Additional policy considerations include:

- (1) opportunities for supporting Noncredit students, whose courses are tuition-free but who face other educational expenses^{vi};
- (2) funding sources (public vs. private funds) for public education: private fundraising sources replacing collective public responsibility?
- (3) though undocumented students do not qualify for FAFSA, CA law allows state financial aid for AB540 status students^{vii}; any program should ensure that undocumented students are not excluded;
- (4) analysis of particular needs to help specific groups of students succeed in college, particularly childcare.

III. Proposal for CCSF and the City of San Francisco: Free City

Based on our review and consideration of existing policy models, as well as what we believe to be the starting point for the right kind of inclusive policy for San Francisco, we propose the following "Free City" program for CCSF and the City of San Francisco:

<p>For all <u>students who live or work</u> at least half-time in the City and County of San Francisco:</p>
<ol style="list-style-type: none"> 1. Eliminate enrollment fees for all San Francisco residents and workers. 2. Students whose fees are already covered by financial aid will be eligible for up to \$1,000 in grants for educational expenses such as textbooks, transportation, and childcare.^{viii}

IV. Cost Estimates

We are working on the data needed to advance a complete set of numbers and costs. Detailed CCSF data is necessary to analyze zip codes and other information; that work is in process. While we are missing several key data points, we have put together some initial cost estimates for discussion.

Background:

- Current CA Community College enrollment fees (“tuition”) for Credit courses are \$46/unit; students attending full-time for a year (two semesters at 12 units per semester) pay \$1104 annually.
- CCSF enrollment currently also includes a \$17 Health Fee (\$34 per year) and an optional Student Activities Fee (\$5/semester, \$10/year). These fees are not covered in this proposal.
- International students (such as those on F-1 Visas) and out-of-state students living at SF zips pay Non-California Resident Fees (\$211/unit) and would not qualify for the Free City program.
- An estimated 80% of CCSF students (including noncredit students) have San Francisco zip codes. Determining the number of students who work at least half-time in SF is more difficult.
- Current *rough estimate* to cover enrollment fees and aid for SF students in the current year: **\$13 million.**

Cost of Student Enrollment Fees:

District-tracked accounting from student enrollment fees represents only part of all enrollment fees at CCSF; the rest is represented in Board of Governors Grants and Fee Waivers (BOGW) and other state aid programs for undocumented students, which cover fees for the majority of the lowest-income community college students.^{ix}

	Student Enrollment Fees (no BOGW)	2% add-back on fees	BOG Waivers, DREAMers, AB540
2011-12	\$10,074,939	\$201,499	\$17,458,930
2012-13	\$11,195,020	\$223,900	\$14,385,051
2013-14	\$9,767,766	\$195,355	\$13,255,130
2014-15	\$8,664,514	\$173,290	\$11,206,094
4 year average:	\$9,925,560	\$198,511	\$14,076,301

Source: CCSF 311 reports (all students) and (Column BOG) CCSF Office of the Vice Chancellor of Finance and Administration

- Numbers above do not reflect need-based support for students receiving BOG Waivers (see below).
- Numbers include fees paid by ALL students, not just San Francisco residents and workers.

Need-Based Student Support:

Nationally, the National Postsecondary Student Aid Study (NPAS) found that in 2011-12, “[o]nly 2 percent of community college students receiving Pell Grants in the NPSAS have their full cost of attendance met by grant aid. Four in 10 Pell recipients have to cover less than \$5,000 in costs, while an additional 37 percent have to cover between \$5,000 and \$10,000. The median student with a zero expected family contribution has to come up with just over \$5,000 to cover estimated living costs.”^x These figures do not account for the cost of living in the San Francisco Bay Area.

Even when students qualify for fee waivers, federal and state financial aid does not cover the actual costs of attaining an education in SF. The cost of required textbooks alone can exceed the cost of enrollment fees. Based on data provided by the CCSF Financial Aid Office on the 2015-16 Student Expense Budget (Cost of Attendance), we estimate the following costs per student for textbooks and transportation:

Item	Annual Cost for Residents (Away from Home)
Books & Supplies	\$1,764
Transportation	\$1,269
Childcare	TBD ^{xi}
Total per eligible student:	\$3,033
[Room & Board, etc. not evaluated here]	

Source: <https://www.ccsf.edu/dam/ccsf/documents/Financial/CostOfAttendance.pdf>

In recognition of the drawbacks of “last dollar” programs, several of the regional plans cited in the attached chart [see appendix], including Oregon and San Diego, cover tuition for students who do not qualify for state or federal aid^{xii} and alternately provide an award of up to \$1,000 per year for additional educational expenses for students receiving aid and enrollment fee waivers.

Based on our estimates and data from the CCSF Financial Aid Office, we estimate that in 2014-15 nearly 24,000 students at CCSF received some form of public financial aid. All of these students would benefit under Free City either by having their full fees covered or by receiving additional educational support (up to \$1,000 pro-rated based on course load).

TOTAL NUMBER OF STUDENTS RECEIVING PUBLIC AID

	2010-11	2014-15
Students with Federal Aid Assistance	9,988	6,730
BOGW	17,820	16,235
CalGrant	1,357	938
Total Number of Students:*	29,165	23,903

*Includes duplications: Many students receive aid from multiple programs.

Source: CCSF Financial Aid Office; accessed from CCCCO Datamart at www.cccco.edu

Based on data provided by the CCSF Financial Aid Office, in 2014-15 (the most recent full year of available data) there were approximately 7,753 FTES (Full-Time Equivalent Students) who received BOGQ or Pell Grants. Assuming the fees for these students are 100% covered by state and federal aid, this gives us a ballpark number of the number of students who would be eligible for the 1,000 grant for educational support. This number is also high because it counts all CCSF students, not just San Francisco residents and workers.

Assuming that approximately 80% of all students are San Francisco residents or workers this gives us a ballpark number of 6,202 FTES who would be eligible for the grant for a total dollar amount of \$6.2 million.

TOTAL NUMBER OF FTES RECEIVING BOGW OR PELL GRANTS

	2014-15
FTE Credit Students	16,394
PELL FTE	3,855
BOGW FTE	3,898
Total BOGW/PELL FTE:	7,753

Source: CCSF Financial Aid Office

Concerted work with Financial Aid will be necessary to determine the most effective way to implement and award tuition waivers and grants to different student populations, as well as to ensure that students are capturing as much aid (federal, state, and city) as possible.

Appendix: Key Provisions of Major Policy Proposals for Free Community College/Higher Ed

The chart below summarizes national proposals as well as key state and city programs for free community college. Additionally, at least 10 states have legislation under consideration during the 2016 session to create free community college programs.^{xiii}

America’s College Promise Proposal: President Obama^{xiv}		
What’s covered?	Which students?	Funding, other notes
<ul style="list-style-type: none"> ➤ Free community college tuition 	<ul style="list-style-type: none"> ➤ For “responsible” half-time and full-time students who maintain a 2.5 grade point average and who make steady progress toward completing a program. ➤ Unlike similar plans that are only open to recent high school graduates, this plan would cover tuition for other types of students.^{xv} ➤ Not all programs eligible for free tuition: limited to (1) academic programs that fully transfer to local public four-year colleges and universities or (2) occupational training programs with high graduation rates and that lead to degrees and certificates that are in demand among employers.^{xvi} 	<ul style="list-style-type: none"> ➤ Funded by the federal government (3/4) and participating states (1/4). ➤ Vice-President Joe Biden has expressed support for four years of free higher education (2 more than President Obama’s plan has called for).^{xvii}
The New College Compact: Hillary Clinton^{xviii}		
What’s covered?	Which students?	Funding, other notes
<ul style="list-style-type: none"> ➤ For the community college segment of the plan, follows President Obama’s proposal. ➤ Pell Grants are not included in the calculation of no-debt-tuition, so Pell recipients will be able to use their grants fully for living expenses. 	<ul style="list-style-type: none"> ➤ See Obama plan 	<ul style="list-style-type: none"> ➤ Provides federal grants to states that make certain commitments to affordability. ➤ “Debt-free” not “tuition-free”: Families will be expected to make contribution; students will contribute based on wages from ten hours per week of work. ➤ Addresses a number of other higher ed issues, including simplifying FAFSA, lowering student loan interest rates, and closing loopholes on predatory, for-profit colleges.
The College For All Act: Bernie Sanders^{xix}		
What’s covered?	Which students?	Funding, other notes
<ul style="list-style-type: none"> ➤ Free tuition at all public colleges and universities. ➤ Institutions must meet 100% financial needs of lowest-income students. ➤ Students could use federal, state and college financial aid to cover room and board, books and living expenses. 	<ul style="list-style-type: none"> ➤ All 	<ul style="list-style-type: none"> ➤ Funded through a state-federal partnership. ➤ To qualify for federal funding, states must meet a number of requirements designed to protect students, ensure quality, and reduce costs.^{xx}

Key state and regional plans/models		
The Tennessee Promise Program^{xxi}		
What's covered?	Which students?	Funding, other notes
<ul style="list-style-type: none"> ➤ Free community college at the state's 13 colleges. ➤ A "last dollar" scholarship, paying only for tuition costs not covered by other programs. After a student has applied for and received scholarship and grants to cover the cost of tuition, supplemental funds would cover remaining costs. E.g., a low-income student who is eligible for a maximum Pell Grant of \$5,730 would not receive assistance, because that amount would already cover tuition. ➤ Includes supports for its award recipients, including mentorship, on-campus orientations, and eight hours of community service.^{xxii} 	<ul style="list-style-type: none"> ➤ For graduating high school students who maintain at least 12 hours per semester and attend a post-secondary institution for consecutive semesters.^{xxiii} ➤ As many as 16,000 students expected to participate.^{xxiv} ➤ Must maintain satisfactory academic progress (usually 2.0 GPA). 	<ul style="list-style-type: none"> ➤ Financed through state lottery funds. ➤ Estimated at \$14 million in first year. ➤ Undocumented students do not qualify because participants must be able to fill out the FAFSA and qualify for in-state tuition.
Chicago Star Scholarship Program		
What's covered?	Which students?	Funding, other notes
<ul style="list-style-type: none"> ➤ Waivers to cover two years of tuition, books and fees at the city's seven community colleges.^{xxv} ➤ Students must apply for federal and state financial aid; fills the gap between aid and the estimated \$11,000 cost of a two-year degree.^{xxvi} 	<ul style="list-style-type: none"> ➤ Chicago Public School students who graduate with at least a 3.0 GPA. 	<ul style="list-style-type: none"> ➤ \$2 million budget funded by internal cuts in system.
The Oregon Promise^{xxvii}		
What's covered?	Which students?	Funding, other notes
<ul style="list-style-type: none"> ➤ State will cover the remainder of tuition for students who apply for federal grants for community college. ➤ Students whose tuition is fully covered by federal aid will get a \$1,000 Oregon Promise award from the state to help pay for books, fees, transportation or other college costs. 	<ul style="list-style-type: none"> ➤ For students who enroll in community college within six months of completing their high school degree or its equivalent. ➤ Must be enrolled at least half-time and maintain a minimum 2.5 GPA. ➤ Undocumented immigrants who do not qualify for federal grants or loans will be eligible to have all of their community college tuition covered by state Oregon Promise money. 	<ul style="list-style-type: none"> ➤ Students pay \$50 each term. ➤ Expected to boost community college enrollment statewide by 25%.
Minnesota^{xxviii}		
What's covered?	Which students?	Funding, other notes
<ul style="list-style-type: none"> ➤ Covers tuition and fee expenses not covered by state or federal grant aid (a "last-dollar scholarship") 	<ul style="list-style-type: none"> ➤ For students seeking a credential in designated high demand program areas who enroll within two years 	

<ul style="list-style-type: none"> ➤ Includes a mentoring component to help develop student success plans, connect recipients to on-campus resources, and assist with financial planning. 	<ul style="list-style-type: none"> ➤ of completing high school or passing an equivalency test. ➤ Scholarship recipients attend full-time and maintain a GPA of 2.5 or higher; must have an adjusted gross income of less than \$90,000. 	
The Long Beach College Promise^{xxix}		
What's covered?	Which students?	Funding, other notes
<ul style="list-style-type: none"> ➤ One semester tuition-free ➤ Structured as a “last dollar scholarship” for students who would not otherwise get aid: 300 per year at “no additional cost to the state”^{xxx} 	<ul style="list-style-type: none"> ➤ For local high school graduates who enroll immediately after graduation ➤ GPA requirements ➤ Currently 300 students per year 	<ul style="list-style-type: none"> ➤ Foundation funded ➤ With the Unified School District, Long Beach City College, and Cal State Long Beach, this broad program has a variety of support and success elements to help potential first generation college students see college as a possibility, raise high school graduation rates, college retention and success, etc.^{xxxi}
San Diego Community College District^{xxxii xxxiii}		
What's covered?	Which students?	Funding, other notes
<ul style="list-style-type: none"> ➤ Enrollment fees covered; students getting financial aid can qualify for up to \$1,000 for textbooks and other supplies 	<ul style="list-style-type: none"> ➤ Must carry at least 12 units each semester, maintain 2.0 GPA, do 8 hours community service ➤ For pilot: 175 graduating San Diego high school seniors and 25 SDUSD continuing education students. 	<ul style="list-style-type: none"> ➤ Year one self-funding; afterwards private fundraising, planned \$10-12m. endowment ➤ Announced in Feb. 2016 for the 2016-17 academic year

ⁱ A 2013 report from SF's Budget and Legislative Analyst concluded that City College generates well over \$300 million in economic activity to the local economy every year. <http://archives.sfxaminer.com/sanfrancisco/ccsfs-critical-role-in-local-economy-highlighted-in-report/Content?oid=2583766>

ⁱⁱ CCSF enrollment has dropped approximately one-third since the accreditation crisis began, restricting opportunities for SF students; absent a broader strategy, college administration plans to cut courses and programs over the next several years in anticipation of large decreases in state funding due to declining enrollment. (While other community colleges in the Bay Area have also seen enrollment decreases in recent years as enrollment fees were raised statewide, other area colleges average about a 7% enrollment decline, while CCSF has dropped more than 30%. The difference is the Accrediting Commission of Community and Junior College [ACCJC]'s threat of closure, which has created long-term destabilization at the college and confusion in SF and is now widely understood to have been misguided, at best.)

ⁱⁱⁱ “Tennessee’s Promise is None at All: Last Dollar Scholarships Provide the Least Aid to Students with the Most Need” <https://medium.com/@bmckib/tennessees-promise-is-none-at-all-c3575cc79dd9#.tmf212tly>

^{iv} <https://www.insidehighered.com/views/2014/10/13/essay-questions-free-community-college-policies>

^v “Tennessee’s Promise is None at All: Last Dollar Scholarships Provide the Least Aid to Students with the Most Need” <https://medium.com/@bmckib/tennessees-promise-is-none-at-all-c3575cc79dd9#.j7sncqst1>

Note: As the chart in Section 1 shows, Oregon’s final implementation avoided this “last dollar” contradiction by supporting low-income students with an additional award. We propose to do the same.

^{vi} Though noncredit students do not pay enrollment fees, they still have attendant educational costs, including books and supplies, transit, and childcare. While some noncredit courses require students to buy text books, others do not. Analysis is required to determine whether a program to provide further support for NC students would increase student success and retention, and if so, how such a program could be implemented. There is also the possibility of directly providing books and other supplies to NC students or even directly to classrooms.

^{vii} Per CCSF: “As of January 2013, AB 540 students are eligible to apply for California State financial aid* (not FAFSA) but do not earn legal residency status through this bill. The primary benefit of this law is the eligibility to pay tuition at California resident rates. Non-resident students taking 12 college units per semester pay approximately \$3,008. AB540-eligible students will pay approximately \$572 per semester. (<http://www.ccsf.edu/en/student-services/admissions-and-registration/registration/tuition-and-fees.html>) See also www.csac.ca.gov/dream_act.asp

viii Awards will be pro-rated based on course load. Possible models to determine eligibility for this piece of the program may include eligibility requirements for BOG waivers and/or FAFSA guidelines. Further evaluation and discussion on this is warranted.

ix In 2013-14, more than 20,000 CCSF students applied for these waivers. Eligibility information available at <http://www.ccsf.edu/dam/ccsf/documents/Financial/BOGFWApp1516.pdf>.

x “The Cost of Free” <https://www.insidehighered.com/views/2014/10/13/essay-questions-free-community-college-policies>

xi More research is needed to estimate average childcare costs for eligible CCSF students as well as the potential number of students who would be eligible for need-based assistance.

xii The vast majority of CCSF students (78%) qualify for some type of state or federal assistance. While some students may not qualify because they exceed the income cap, there are other reasons for exclusion, including course of study and transferability, drug convictions, lack of high school diploma, and faltering GPA.

[appendix footnotes]

xiiii For a list of national 2016 legislative efforts: <http://www.ncsl.org/research/education/free-community-college.aspx>. New programs are being announced constantly (see for instance the active #freecommunitycollege hashtag on twitter).

xiv <http://www.nytimes.com/2015/01/09/us/politics/obama-proposes-free-community-college-education-for-some-students.html>

xv <http://www.usnews.com/education/community-colleges/articles/2015/01/16/obamas-free-community-college-plan-what-students-need-to-know>

xvi <https://www.whitehouse.gov/the-press-office/2015/01/09/fact-sheet-white-house-unveils-america-s-college-promise-proposal-tuition>

xvii <http://www.usnews.com/news/articles/2015/10/22/biden-calls-for-4-years-of-free-college>

xviii <https://www.hillaryclinton.com/briefing/factsheets/2015/08/10/college-compact-costs/>

xix <http://www.sanders.senate.gov/download/collegeforallsummary/?inline=file>; <https://berniesanders.com/issues/its-time-to-make-college-tuition-free-and-debt-free/>

xx “States would need to maintain spending on their higher education systems, on academic instruction, and on need based financial aid. In addition, colleges and universities must reduce their reliance on low-paid adjunct faculty. No funding under this program may be used to fund administrator salaries, merit-based financial aid, or the construction of non-academic buildings like stadiums and student centers.”

xxi <http://www.communitycollegereview.com/blog/will-community-colleges-become-tuition-free;>

<http://www.nytimes.com/2015/01/09/us/politics/obama-proposes-free-community-college-education-for-some-students.html>

xxii <https://www.insidehighered.com/news/2014/10/16/chicago-joins-tennessee-tuition-free-community-college-plan>

xxiii https://www.insidehighered.com/sites/default/server_files/files/TN%20Promise%20FAQ.pdf

xxiv <https://www.washingtonpost.com/news/post-politics/wp/2015/01/09/obama-announces-free-community-college-plan/>

xxv <http://www.nytimes.com/2015/01/09/us/politics/obama-proposes-free-community-college-education-for-some-students.html>

xxvi <http://www.chicagotribune.com/news/opinion/editorials/ct-obama-community-colleges-tuition-higher-education-edit-0116-jm-20150115-story.html>

xxvii http://www.oregonlive.com/education/index.ssf/2015/12/oregon_expects_teenagers_to_flock.html

xxviii <http://www.ncsl.org/research/education/free-community-college.aspx#Minnesota>

xxix <http://www.longbeachcollegepromise.org/students/>

xxx http://www.longbeachcollegepromise.org/wp-content/uploads/2011/02/College_Promise_Version_9-15-15.pdf

xxxi http://www.theatlantic.com/education/archive/2016/02/the-long-beach-miracle/459315/?single_page=true&print=

xxxii <http://cft.org/news-publications/newsletters/california-teacher,-feb-march-2016/1213-san-diego-piloting-move-to-make-community-college-free.html>

xxxiii http://www.sdccd.edu/newscenter/articles/free_community_college_pilot_program_approved.asp

APPENDIX 2

1 [Intent to Prioritize Funding Free City College of San Francisco]

2
3 **Resolution reclaiming the promise of free higher education in the City and County of**
4 **San Francisco by securing funding to eliminate enrollment fees for students who are**
5 **San Francisco residents or working at least half-time in San Francisco, and by**
6 **supporting educational costs for enrolled students who are in receipt of federal or state**
7 **financial aid.**

8
9 WHEREAS, The Promise of the landmark California Master Plan for Higher Education
10 (1960) includes free tuition at all levels of public higher education, specifying that community
11 colleges should have open enrollment and must afford students an opportunity for a college
12 education; and

13 WHEREAS, This promise of quality, free education has all but disappeared with
14 exponential increases in tuition and enrollment fees, and California community colleges, which
15 were free until 1984, are now \$46 per unit for credit courses; and

16 WHEREAS, Student debt has skyrocketed, saddling recipients of four-year degrees
17 with an average of \$35,000 in student loan debt upon graduation, which is more than one
18 trillion dollars nationally, exempt from bankruptcy proceedings, and is now greater than the
19 nation's credit-card debt; and

20 WHEREAS, Nationally the movement to make public higher education free has gained
21 immense momentum, with President Obama unveiling a proposal for free community college
22 in 2015, at least two Democratic Presidential candidates speaking publicly about making
23 college "free for all" (Bernie Sanders) or "debt-free" (Hillary Clinton), and at least three states
24 having established free community college programs statewide, with other states in progress,
25 and several cities following suit; and

1 WHEREAS, The denial of educational opportunity diminishes economic democracy,
2 social mobility, public health, and racial justice, and instead strengthens the school-to-prison
3 pipeline and the use of military enlistment as one of the only means to attain the higher
4 educational opportunities sought after by many of our low-income students with few, if any,
5 other options due to financial constraints; and

6 WHEREAS, Working families, union members, caregivers, seniors, individuals re-
7 entering the workforce, and our San Francisco Unified School District graduates throughout
8 the City rely on CCSF to train and retrain our workforce, teach English to our immigrant
9 populations, foster lifelong learning, and provide affordable, accessible pathways into all of
10 higher education's opportunities; and

11 WHEREAS, San Francisco has the ability to reclaim the California Master Plan for
12 Higher Education locally and ensure that its community college fulfills its mission, which is to
13 provide educational programs and services that promote student achievement and life-long
14 learning to meet the needs of our diverse community; and

15 WHEREAS, A free CCSF that allows San Francisco residents and San Francisco
16 workers who are employed at least half-time in San Francisco to enroll without paying tuition
17 or "enrollment" fees will serve more than 20,000 students, including parents, seniors,
18 individuals re-entering the workforce, recent high school graduates, caregivers, and many of
19 San Francisco's low-income students pursuing their dreams of attaining higher education and
20 life-long learning; and

21 WHEREAS, The average median wage for jobs for CCSF graduates who completed
22 associate degree, certificate or other programs in which they attained job skills required by
23 San Francisco and other local employers was \$59,800 in the 2011-2012 academic year,
24 which was \$11,100 more than the average median wage of \$48,700 for jobs that require only
25 a high school education; and

1 WHEREAS, A free CCSF will expand the school-to-college pipeline, which is essential
2 to develop an educated workforce with the skills and knowledge needed to compete in the
3 21st century workforce; and

4 WHEREAS, A free CCSF will support students of all ages, including those who are
5 arriving at, or returning to, college later in life, and will also benefit the diverse communities
6 that are enrolled at CCSF, which in academic year 2014-2015 included 30.2% Asian
7 students, 25% White, 23.2% Latino students, 8.1% African American students, 5.5% Filipino,
8 0.7% Pacific Islander, 2% American Indian/Alaskan Native, and 4.7% multiracial students,
9 with an increasing number of veterans and a majority of students identifying as female; and

10 WHEREAS, CCSF serves a diverse range of students, including but not limited to
11 workers in need of training and re-training, low-income and immigrant communities, veterans
12 and the disabled, lifelong learners, first-generational college attendees, full-and part-time
13 students in need of second and third chances, as well as students transferring to four-year
14 institutions; and

15 WHEREAS, The City as a whole will benefit with a more educated and skilled
16 populace; and

17 WHEREAS, In addition to tuition and enrollment fees, students face education-related
18 costs (not including room and board or childcare costs) such as transportation, textbooks, and
19 supplies, estimated by the CCSF Financial Aid Office on the 2015-2016 Student Expense
20 Budget ("Cost of Attendance") as upwards of \$3,033 annually; and

21 WHEREAS, Those students at CCSF who receive some form of financial aid from
22 federal or state sources still face rising educational costs that result in significant economic
23 hardship, partly due to the living costs in San Francisco, which has been named one of the
24 most expensive cities in the U.S. by multiple sources, including The Council for Community
25

1 and Economic Research in a 2016 report, and are forced to choose between purchasing
2 textbooks or groceries, between paying enrollment fees and paying rent; and

3 WHEREAS, San Francisco has the responsibility and the ability to make the city more
4 livable for its residents and workers, and can alleviate the need for low income students to
5 make these choices; and

6 WHEREAS, Free City College's objective is to reclaim free public higher education by
7 eliminating enrollment fees for all CCSF students who live in San Francisco or work at least
8 half-time in San Francisco, and ensuring CCSF is accessible by supporting students whose
9 tuition is already covered by financial aid with support to offset educational costs such as
10 textbooks and transportation up to \$1,000 per year; now, therefore, be it

11 RESOLVED, That the Board of Supervisors shall support the Free City College
12 proposal detailed herein to make City College of San Francisco free and accessible for, at
13 minimum, all San Francisco residents by securing the funding needed to effect the proposal in
14 time for Fall 2017 enrollment, estimated to be up to \$13,000,000 for a full year of Free City
15 College; and, be it

16 FURTHER RESOLVED, That the funding allocated for this purpose shall be contingent
17 upon new revenue in the City's General Fund that is above projected estimates for
18 FY2016-2017 to be found in sources such as the City's real estate transfer tax.



City and County of San Francisco

Tails
Resolution

City Hall
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4689

File Number: 160597

Date Passed: July 12, 2016

Resolution reclaiming the promise of free higher education in the City and County of San Francisco by securing funding to eliminate enrollment fees for students who are San Francisco residents or working at least half-time in San Francisco, and by supporting educational costs for enrolled students who are in receipt of federal or state financial aid.

June 29, 2016 Budget and Finance Committee - DUPLICATED

June 29, 2016 Budget and Finance Committee - RECOMMENDED

July 12, 2016 Board of Supervisors - ADOPTED

Ayes: 10 - Avalos, Breed, Campos, Cohen, Kim, Mar, Peskin, Tang, Wiener and Yee
Noes: 1 - Farrell

File No. 160597

I hereby certify that the foregoing Resolution was ADOPTED on 7/12/2016 by the Board of Supervisors of the City and County of San Francisco.

Handwritten signature of Angela Calvillo
for Angela Calvillo
Clerk of the Board

Unsigned
Mayor

7/22/16
Date Approved

I hereby certify that the foregoing resolution, not being signed by the Mayor within the time limit as set forth in Section 3.103 of the Charter, or time waived pursuant to Board Rule 2.14.2, became effective without his approval in accordance with the provision of said Section 3.103 of the Charter or Board Rule 2.14.2.

Handwritten signature of Angela Calvillo
Angela Calvillo
Clerk of the Board

7/22/16
Date

APPENDIX 3

File No. 171069

Committee Item No. _____

Board Item No. 18

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: _____

Date: _____

Board of Supervisors Meeting

Date: November 14, 2017

Cmte Board

- | | | |
|--------------------------|-------------------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | Motion |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Resolution |
| <input type="checkbox"/> | <input type="checkbox"/> | Ordinance |
| <input type="checkbox"/> | <input type="checkbox"/> | Legislative Digest |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Budget and Legislative Analyst Report |
| <input type="checkbox"/> | <input type="checkbox"/> | Youth Commission Report |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Introduction Form |
| <input type="checkbox"/> | <input type="checkbox"/> | Department/Agency Cover Letter and/or Report |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | MOU |
| <input type="checkbox"/> | <input type="checkbox"/> | Grant Information Form |
| <input type="checkbox"/> | <input type="checkbox"/> | Grant Budget |
| <input type="checkbox"/> | <input type="checkbox"/> | Subcontract Budget |
| <input type="checkbox"/> | <input type="checkbox"/> | Contract/Agreement |
| <input type="checkbox"/> | <input type="checkbox"/> | Form 126 – Ethics Commission |
| <input type="checkbox"/> | <input type="checkbox"/> | Award Letter |
| <input type="checkbox"/> | <input type="checkbox"/> | Application |
| <input type="checkbox"/> | <input type="checkbox"/> | Public Correspondence |

OTHER

<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/>	<input type="checkbox"/>	_____
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<input type="checkbox"/>	<input type="checkbox"/>	_____

Prepared by: Lisa Lew

Date: November 8, 2017

Prepared by: _____

Date: _____

1 [Memorandum of Understanding - San Francisco Community College District - Use of San
2 Francisco City College Enrollment Fee Assistance Fund - Not to Exceed \$11,233,904]

3 **Resolution approving a Memorandum of Understanding between the City and County**
4 **of San Francisco and the San Francisco Community College District for the City to**
5 **provide financial support to the Free City College Program not to exceed \$11,233,904**
6 **for a term beginning upon certification of available funds by the Controller and ending**
7 **on June 30, 2019.**

8
9 WHEREAS, On October 7, 2016, the City enacted Ordinance No. 186-16, establishing
10 a fund now named the San Francisco City College Financial Assistance Fund (the "Fund");
11 and

12 WHEREAS, Through annual appropriations during the City's budget approval process,
13 the City intends to appropriate monies to the Fund to provide financial assistance for San
14 Francisco residents attending City College; and

15 WHEREAS, On June 22, 2017, the City enacted Ordinance No. 125-17, modifying
16 restrictions on uses of the monies in the Fund and making additional changes based on
17 negotiations between the City and the San Francisco Community College District (the
18 "District"); and

19 WHEREAS, The Department of Children, Youth, and Their Families (the "Department")
20 has entered a Memorandum of Understanding (the "Agreement") with the District, subject to
21 approval by the Board of Supervisors in this Resolution; and

22 WHEREAS, A copy of the fully executed Agreement is on file with the Board of
23 Supervisors in File No. 171069; and

24 WHEREAS, The City, through the Department, wishes to support the District's Free
25 City College Program by providing funds to the District to offset enrollment fees and provide

1 other education-related financial support for students who are enrolled in credit courses at
2 City College and California residents living in San Francisco; and

3 WHEREAS, Under the Agreement, the District will not use funds from the Fund to
4 provide benefits based on individual need; and

5 WHEREAS, Under the Agreement, the District agrees to use the funds to offset all
6 enrollment fees for California residents living in San Francisco who are not eligible for other
7 grants or financial aid that would cover such fees; and

8 WHEREAS, For students who already receive grants or financial aid that cover
9 enrollment fees, the District will provide grants to pay for education-related expenses,
10 provided that no full-time student will receive benefits worth more than \$500 from the program
11 for any academic year and no part-time student will receive benefits worth more than \$200 for
12 any academic year; and

13 WHEREAS, The maximum amount of funds disbursed from the Fund under the
14 Agreement will be \$11,233,904; the maximum amount of funds that the District will provide in
15 grants to students in Fall 2017 and Spring 2018 will be \$5,366,952; and the maximum amount
16 of funds that the District will provide in grants to students in Fall 2018 and Spring 2019 will be
17 \$5,366,952; and

18 WHEREAS, The District may use up to \$500,000 during the term of the Agreement to
19 pay the costs of implementation and administration of the program, including but not limited to
20 altering the District's online enrollment program and hiring financial aid counselors to provide
21 information and support; and

22 WHEREAS, As a condition of the Agreement, and as required by Administrative Code
23 Section 10.100-288, the City and the District have agreed to create an Oversight Committee
24 to review the District's implementation of the Agreement and prepare an annual public report
25

1 to the Mayor, the Board of Supervisors, the District, and the Department concerning the
2 implementation of the Agreement and disbursements from the Fund; and

3 WHEREAS, The Agreement sets forth disbursement procedures, recordkeeping
4 requirements, and reporting and auditing requirements, and specifies eligibility criteria for
5 students' participation in the program; and

6 WHEREAS. The Agreement is effective upon certification of availability of funds by the
7 Controller, and will terminate on June 30, 2019; now, therefore, be it

8 RESOLVED, That the Board of Supervisors hereby approves the Agreement contained
9 in File No. 171069; and, be it

10 FURTHER RESOLVED, That the Board of Supervisors authorizes the Department to
11 enter into any amendments or modifications to the Agreement that the Department
12 determines, in consultation with the City Attorney, are in the best interest of the City, do not
13 otherwise materially increase the obligations or liabilities of the City, are necessary or
14 advisable to effectuate the purposes of the Agreement, and are in compliance with all
15 applicable laws, Administrative Code, Section 10.100-288.

CITY AND COUNTY OF SAN FRANCISCO

BOARD OF SUPERVISORS

BUDGET AND LEGISLATIVE ANALYST

1390 Market Street, Suite 1150, San Francisco, CA 94102 (415) 552-9292
FAX (415) 252-0461

October 27, 2017

TO: Government Audit and Oversight Committee

FROM: Budget and Legislative Analyst



SUBJECT: November 1, 2017 Government Audit and Oversight Committee Meeting

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<p>Item 1 File: 17-1069</p>	<p>Department: Department of Children, Youth and Family</p>
<p>EXECUTIVE SUMMARY</p>	
<p style="text-align: center;">Legislative Objectives</p>	
<ul style="list-style-type: none"> • The proposed resolution would approve a Memorandum of Understanding (MOU) between the City and County of San Francisco (City) and the San Francisco Community College District (City College) for the City to provide financial support to the Free City College Program not to exceed \$11,233,904 for a term beginning upon certification of available funds by the Controller and ending on June 30, 2019. 	
<p style="text-align: center;">Key Points</p>	
<ul style="list-style-type: none"> • In 2016 and 2017, the Board of Supervisors amended the Administrative Code to establish a new City College Financial Assistance Fund to make grants to City College to offset enrollment fees and other education-related financial costs for eligible students. The City College Financial Assistance Fund will be administered by the Department of Children, Youth, and their Families (DCYF). 	
<p style="text-align: center;">Fiscal Impact</p>	
<ul style="list-style-type: none"> • The two-year estimated cost of reimbursement for students under the subject MOU is \$10,733,904, including a maximum of \$5,366,952 each fiscal year. • City College is also eligible for one-time staffing and infrastructure cost reimbursement of up to \$500,000, for a total of \$11,233,904. The MOU specifies that total costs will not exceed \$11,233,904. • The Board of Supervisors previously appropriated \$9,000,000 and \$2,233,904 for a total of \$11,233,904 to fund the subject MOU. • In addition, the Board of Supervisors appropriated \$1,000,000 to seed a reserve for the Free City College Program in the FY2017-18 budget, which is intended for future years in the event that City revenues are not sufficient to fund the Free City College Program. 	
<p style="text-align: center;">Policy Consideration</p>	
<ul style="list-style-type: none"> • On October 13, 2017, Governor Brown signed Assembly Bill No. 19, which will establish the California College Promise, to be administered by the Chancellor of the California Community Colleges, which will distribute funding, upon appropriation by the State Legislature to each community college that meets prescribed requirements to be used to achieve specified policy goals and waive fees for one academic year for first-time students who are enrolled in 12 or more semester units or the equivalent at the community college. The potential impacts of this new State program on City College are not yet known. 	
<p style="text-align: center;">Recommendations</p>	
<ul style="list-style-type: none"> • Request DCYF to correct the proposed MOU on page A-3 in Appendix A-II Cost Schedule to change the 37,190 credits to 37,910 credits. • Approve the proposed resolution. 	

MANDATE STATEMENT

City Charter Section 9.118(b) states that any contract entered into by a department, board or commission that (1) has a term of more than ten years, (2) requires expenditures of \$10 million or more, or (3) requires a modification of more than \$500,000 is subject to Board of Supervisors approval.

BACKGROUND**California Community College Board of Governors Fee Waiver**

California Community Colleges currently charge residents \$46 per credit or approximately \$1,100 per year for full-time (12+ credits per semester) enrolled students. Since 1986, the State has offered the Board of Governors Fee Waiver (Board of Governors), which waives the per credit fee for low-income students.

San Francisco City College Financial Assistance Fund

On September 27, 2016, the Board of Supervisors approved an ordinance to amend the City's Administrative Code to establish the San Francisco City College Enrollment Fee Assistance Fund (File 16-0892; Ordinance No. 186-16). This Fund was established as a category four fund¹ for use by the Department of Children, Youth and Their Families (DCYF) to make grants to City College to offset student enrollment fees and provide other education-related financial support for eligible students enrolled in credit courses at City College. This ordinance also created an Oversight Committee to review City College's implementation and disbursements.

On June 22, 2017, the Board of Supervisors amended the Administrative Code to (a) rename the fund to the San Francisco City College Financial Assistance Fund (Fund), (b) clarify the permissible uses of monies appropriated to the Fund and (c) further identify the composition and roles of the Oversight Committee (File 17-0555; Ordinance 125-17). The Administrative Code now states that the Fund will be used to reimburse City College for student enrollment fees and other education-related financial support for eligible students. Eligible students are defined as residents of San Francisco and California for tuition purposes or who qualify for a non-resident exception.

Eligible Board of Governor students cannot receive education-related financial support each academic year of more than \$500 for full-time students and \$200 for part-time students. Any state or federal financial aid the student is receiving for his or her education will be allocated before City funding is determined. In addition, City College can expend up to \$500,000 for implementation and administration of this program.

¹ In accordance with Section 10.100 of the City's Administrative Code, a category four fund (a) is not automatically appropriated, but rather is subject to Board of Supervisor's appropriation approval, (b) accumulates interest and (c) the fund balance carries forward.

DETAILS OF PROPOSED LEGISLATION

The proposed resolution would approve a Memorandum of Understanding (MOU) between the City and County of San Francisco (City) and the San Francisco Community College District (City College) for the City to provide financial support to the Free City College Program not to exceed \$11,233,904 for a term beginning upon certification of available funds by the Controller and ending on June 30, 2019.

Memorandum of Understanding

The key components of the Memorandum of Understanding are shown in Table 1 below.

Table 1: Key Components of the Memorandum of Understanding

Term Length	July 1, 2017-June 30, 2019, two years
Not To Exceed Amount	\$11,233,904
Eligibility Determination	Students will complete financial aid documents and questionnaire when registering to determine eligibility for Free City College Program.
Eligible Students who receive California Community College Board of Governors (BOG) Fee Waivers	Full time (12+ credits per semester) students may receive up to \$250 per semester and part-time (6-11 credits per semester) students may receive up to \$100 per semester for books, college fees, supplies and transportation costs related to City College enrollment.
Eligible students who do not receive California Community College BOG Fee Waivers	Will receive free enrollment, with enrollment fees paid through the Free City College Program.
Disbursement Procedures	City College will submit quarterly invoices to DCYF, which will make disbursements to City College within 30 days.
Oversight Committee	11 appointed Committee members. ² Oversight Committee will meet at least once every three months, terminate on December 31, 2019 and prepare annual reports on the implementation of the program.
Liability	City College shall indemnify and hold City harmless from and against any and all liability

² The Oversight Committee will consist of 11 members, with the following appointments: three by the City College Board of Trustees, two faculty by the City College Academic Senate, one student by the Associated Students Executive Council, two by the Board of Supervisors, one by the San Francisco Unified School District Board of Education, one by the Mayor and one from the Controller’s Office.

Although the proposed MOU would not be approved until early November by the Board of Supervisors, the effective date is July 1, 2017, such that the student fees and costs incurred from the fall 2017 semester will be eligible for reimbursement.

FISCAL IMPACT

City Costs under MOU

Based on Spring 2016 enrollment data provided by City College to DCYF, and using City College’s projected increases of 120 percent in both credits and students,³ the estimated two-year cost of reimbursement for students is \$10,733,904. The calculations and assumptions are shown in Table 2 below.

Table 2: Estimated Cost of Education Reimbursement

Student type	Cost	Total number	Assumption	Cost estimate
SF residents, CA residents	\$46/credit	37,910 ⁴ credits	120% enrollment, two years	\$4,185,264
Full-time Board of Governor students	\$500/student	2,630 students	120% enrollment, two years	3,156,000
Part-time Board of Governor students	\$200/student	7,068 students	120% enrollment, two years	3,392,640
Total Over Two Years				\$10,733,904

Each year of this two-year grant program, total grants to students cannot exceed \$5,366,952 (\$5,366,952 x 2 years = \$10,733,904), although the amounts within each student type category may be reallocated.

In addition to the \$10,733,904 shown above, City College is eligible for one-time staffing and infrastructure cost reimbursement of up to \$500,000. If all \$500,000 is needed, this results in a total of \$11,233,904. The MOU specifies that total costs will not exceed this maximum amount of \$11,233,904.

According to Ms. Melissa Whitehouse, the Mayor’s Budget Director, the \$500,000 is based on an estimate provided by City College to fund \$100,000 for Information Technology changes to City College’s registration process and \$400,000 for two full-time aid counselors to assist with the college’s financial aid processes over a two-year period. Ms. Whitehouse advises that ongoing costs for City College to fund these positions will be revisited during the FY2018-19 and FY2019-20 budget process.

³ City College has estimated an increase in 120 percent of both credits and students enrolled from Spring 2016 to Fall 2017 due to the Free City College program and the recent re-accreditation of City College and that this higher level of enrollment would remain constant through FY 2018-19.

⁴ In the spring of 2016, San Francisco residents who were not eligible for California Community College Board of Governors fee waivers accounted for 37,910 of the total number of credits, and not 37,190 credits as stated in the subject Memorandum of Understanding (MOU). According to Ms. Hydra Mendoza, Deputy Chief of Staff in the Mayor’s Office, the MOU is incorrect as reflected on page A-3 in Appendix A-II Cost Schedule. This number should be corrected.

Indirect Costs

According to the MOU, DCYF and City College will provide administrative support for the Oversight Committee. In FY2017-18, DCYF received an additional 1823 full-time position in their budget to staff this program and provide support for a cost of \$156,214 in FY2017-18 and \$161,992 in FY2018-19. This new position is funded through the Children’s Fund.

Available Funding

On January 10, 2017, the Board of Supervisors approved a \$9,000,000 supplemental appropriation of real property transfer tax revenue to provide funding for the Community College Financial Assistance Fund to support students attending City College and placed the funds on Controller’s Reserve pending the outcome of the General Fund tax revenue measures on the November 8, 2016 election (File 16-1015; Ordinance No. 003-17). According to Ms. Theresa Kao, Budget Manager in the Controller’s Office, the \$9,000,000 for FY2016-17 is no longer on Controller’s Reserve.

The recent two-year budget also appropriated \$2,233,904 in General Fund revenues for FY2018-19. As shown in Table 3 below, these two appropriations total \$11,233,904. These funds will be used to pay City College submitted invoices, based on the subject not to exceed \$11,233,904 MOU provisions.

Table 3: Fiscal Year Appropriation of Funds

Appropriation Year	Amount
FY2016-17	\$9,000,000
FY2018-19	2,233,904
Total Appropriated Funds	\$11,233,904

The Board of Supervisors also appropriated \$1,000,000 to seed a reserve for the Free City College Program in the FY2017-18 budget. These monies are in the City College Financial Assistance Fund, which is an interest bearing account that carries forward each fiscal year. This additional \$1,000,000 and accrued interest is intended for future years in the event that City revenues are not sufficient to fund the Free City College Program.

POLICY CONSIDERATION

On October 13, 2017, Governor Brown signed Assembly Bill No. 19, which will establish the California College Promise, to be administered by the Chancellor of the California Community Colleges, which will distribute funding, upon appropriation by the State Legislature to each community college that meets prescribed requirements to be used to achieve specified policy goals and waive fees for one academic year for first-time students who are enrolled in 12 or more semester units or the equivalent at the community college. Under this new State law, community college students will still be responsible for additional fees such as student activity fees, health care and books. Because this State College Promise program has not yet been

funded or implemented, the potential impacts of this new State program on City College are not yet known.

RECOMMENDATIONS

1. Request DCYF to correct the proposed MOU on page A-3 in Appendix A-II Cost Schedule to change the 37,190 credits to 37,910 credits.
2. Approve the proposed resolution.

**CITY AND COUNTY OF SAN FRANCISCO
DEPARTMENT OF CHILDREN, YOUTH, AND THEIR FAMILIES**

MEMORANDUM OF UNDERSTANDING

between

CITY AND COUNTY OF SAN FRANCISCO

and

CITY COLLEGE OF SAN FRANCISCO

THIS MEMORANDUM OF UNDERSTANDING (this “Agreement”) is made this 13th day of July, 2017, in the City and County of San Francisco, State of California, by and between the **SAN FRANCISCO COMMUNITY COLLEGE DISTRICT** (“City College”) and the **CITY AND COUNTY OF SAN FRANCISCO**, a municipal corporation (“City”) acting by and through the Agency (as hereinafter defined),

WITNESSETH:

WHEREAS, the City’s Board of Supervisors, on September 27, 2016, approved Ordinance No. 186-16, which established the San Francisco City College Enrollment Fee Assistance Fund; and

WHEREAS, the City intends that the fund established by Ordinance No. 186-16 will receive future funding to provide financial assistance for San Francisco residents attending City College – the Free City College Program – subject to annual appropriations by the Mayor and San Francisco Board of Supervisors through the City’s budget process; and

WHEREAS, the City’s Board of Supervisors, on January 10, 2017, approved Ordinance No. 03-17, a supplemental appropriation of \$9,000,000 of real property transfer tax revenue in Fiscal Year 2016-17 to provide funds to implement the Free City College program; and

WHEREAS, the City’s Board of Supervisors, on June 13, 2017, approved Ordinance No. 125-17, that renamed the San Francisco City College Enrollment Fee Assistance Fund as the San Francisco City College Financial Assistance Fund (“Fund”), and made other modifications to conform the Fund’s operation to the terms of this Memorandum of Understanding; and

WHEREAS, if the City establishes a reserve for the Free City College Program, the City shall develop written guidelines that govern access to those reserve funds; and

WHEREAS, enrollment for City College’s Fall 2017 semester begins May 3, 2017; and

WHEREAS, the City, through its Department of Children, Youth, and Their Families, wishes to support the Free City College Program by providing funds to City College to offset enrollment fees and provide other education-related financial support for students who are enrolled in credit courses at City College and California residents living in San Francisco; and

WHEREAS, the Free City College Program will not provide benefits based on individual need; and

WHEREAS, City College shall agree to use the funds to offset all enrollment fees for California residents living in San Francisco who are not eligible for other grants or financial aid that would cover such fees; and

WHEREAS, for students who already receive grants or financial aid that cover enrollment fees, the Free City College Program will provide grants to pay for education-related expenses, provided that no full-time student shall receive benefits worth more than \$500 from the program for any academic year and no part-time student shall receive benefits worth more than \$200 for any academic year; and

WHEREAS, City College may use up to \$500,000 over the course of the agreement to pay the costs of implementation and administration of the program, including but not limited to altering City College's online enrollment program and hiring financial aid counselors to provide information and support; and

WHEREAS, as a condition of this Agreement, the City and City College shall create an Oversight Committee to review City College's implementation of this Agreement and prepare an annual public report to the Mayor, the Board of Supervisors, and the Department of Children, Youth, and Their Families, as well as to City College, concerning the implementation of this agreement and disbursements from the City; and

WHEREAS, City desires to provide such funds on the terms and conditions set forth herein:

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained in this Agreement and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1 DEFINITIONS

1.1 Specific Terms. Unless the context otherwise requires, the following capitalized terms (whether singular or plural) shall have the meanings set forth below:

- (a) **"ADA"** shall mean the Americans with Disabilities Act (including all rules and regulations thereunder) and all other applicable federal, state and local disability rights legislation, as the same may be amended, modified or supplemented from time to time.
- (b) **"Agency"** shall mean the Department of Children, Youth, and Their Families.
- (c) **"BOG Eligible Student"** shall mean an Eligible Student who has qualified for a California Community Colleges Board of Governors Fee Waiver.
- (d) **"Charter"** shall mean the Charter of City.
- (e) **"City College"** shall mean the San Francisco Community College District.
- (f) **"Controller"** shall mean the Controller of City.
- (g) **"Eligible Expenses"** shall mean expenses that City College will incur and Agency will reimburse to City College pursuant to this Agreement.

(h) **“Eligible Student”** shall mean Enrolled Students in either fall or spring terms (beginning Fall 2017) who are:

- 1) San Francisco residents;
- 2) California residents for tuition purposes or qualify for a non-residents exemption (AB540, AB13, AB2000); and
- 3) Have no outstanding holds.

(i) **“Enrolled Student”** shall mean students properly enrolled in classes at City College in compliance with City College established policies.

(j) **“Enrollment Fee”** shall mean the fee established by the California Community Colleges Board of Governors pursuant to California Education Code Section 76300(b)(1). The enrollment fee is currently \$46 per credit unit. If the Board of Governors increases or reduces the Enrollment Fee, the revised Enrollment Fee shall apply to this Agreement.

(k) **“Event of Default”** shall have the meaning set forth in Section 9.1.

(l) **“Funding Request”** shall have the meaning set forth in Section 5.4(a).

(m) **“Funds”** shall mean any and all funds allocated or disbursed to City College under this Agreement.

(n) **“Indemnified Parties”** shall mean: (i) City, including the Agency and all commissions, departments, agencies and other subdivisions of City; (ii) City's elected officials, directors, officers, employees, agents, successors and assigns; and (iii) all persons or entities acting on behalf of any of the foregoing.

(o) **“Losses”** shall mean any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, judgments, fees, expenses and costs of whatsoever kind and nature (including legal fees and expenses and costs of investigation, of prosecuting or defending any Loss described above) whether or not such Loss be founded or unfounded, of whatsoever kind and nature.

1.2 Additional Terms. The terms “as directed,” “as required” or “as permitted” and similar terms shall refer to the direction, requirement, or permission of the Agency. The terms “sufficient,” “necessary” or “proper” and similar terms shall mean sufficient, necessary or proper in the sole judgment of the Agency. The terms “approval,” “acceptable” or “satisfactory” or similar terms shall mean approved by, or acceptable to, or satisfactory to the Agency. The terms “include,” “included” or “including” and similar terms shall be deemed to be followed by the words “without limitation”.

1.3 References to this Agreement. References to this Agreement include: (a) any and all appendices, exhibits, schedules, attachments hereto; (b) any and all statutes, ordinances, regulations or other documents expressly incorporated by reference herein; and (c) any and all amendments, modifications or supplements hereto made in accordance with Section 14.2. References to articles, sections, subsections or appendices refer to articles, sections or subsections of or appendices to this Agreement, unless otherwise expressly stated. Terms such as “hereunder,” herein or “hereto” refer to this Agreement as a whole.

ARTICLE 2
APPROPRIATION AND CERTIFICATION OF FUNDS;
LIMITATIONS ON CITY'S OBLIGATIONS

2.1 Risk of Non-Appropriation of Funds. This Agreement is subject to the budget and fiscal provisions of the Charter. City shall have no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. City College acknowledges that the City's budget decisions are subject to the discretion of its Mayor and Board of Supervisors. The City recognizes that this is intended to be a two year agreement and in order to provide City College some assurance that the program will not be interrupted during the two year period, City agrees to act in good faith and work to establish a reserve fund to support the program at least through the Fall 2018 academic semester.

2.2 Certification of Controller; Guaranteed Maximum Costs. No funds shall be available under this Agreement until prior written authorization certified by the Controller. In addition, as set forth in Section 21.10-1 of the San Francisco Administrative Code: City's obligations hereunder shall not at any time exceed the amount certified by the Controller for the purpose and period stated in such certification. Except as may be provided by City ordinances governing emergency conditions, City and its employees and officers are not authorized to request City College to perform services or to provide materials, equipment and supplies that would result in City College performing services or providing materials, equipment and supplies that are beyond the scope of the services, materials, equipment and supplies specified in this Agreement unless this Agreement is amended in writing and approved as required by law to authorize the additional services, materials, equipment or supplies. City is not required to pay City College for services, materials, equipment or supplies that are provided by City College which are beyond the scope of the services, materials, equipment and supplies agreed upon herein and which were not approved by a written amendment to this Agreement having been lawfully executed by City. City and its employees and officers are not authorized to offer or promise to City College additional funding for this Agreement which would exceed the maximum amount of funding provided for herein. Additional funding for this Agreement in excess of the maximum provided herein shall require lawful approval, including appropriation by the City's Mayor and Board of Supervisors, and certification by the Controller. City is not required to honor any offered or promised additional funding which exceeds the maximum provided in this Agreement which requires lawful approval and certification of the Controller when the lawful approval and certification by the Controller has not been obtained. The Controller is not authorized to make payments on any agreement for which funds have not been certified as available in the budget or by supplemental appropriation.

2.3 Automatic Termination for Nonappropriation of Funds. This Agreement shall automatically terminate, without penalty, liability or expense of any kind to City, at the end of any Fiscal Year if funds are not appropriated for the next succeeding Fiscal Year. If funds are appropriated for a portion of any Fiscal Year, this Agreement shall terminate, without penalty, liability or expense of any kind to City, at the end of such portion of the Fiscal Year. City shall provide ninety (90) days' notice to City College prior to an early termination of this Agreement due to Non-appropriation of Funds.

2.4 SUPERSEDURE OF CONFLICTING PROVISIONS. IN THE EVENT OF ANY CONFLICT BETWEEN ANY OF THE PROVISIONS OF THIS ARTICLE 2 AND ANY OTHER PROVISION OF THIS AGREEMENT OR ANY OTHER DOCUMENT OR COMMUNICATION RELATING TO THIS AGREEMENT, THE TERMS OF THIS ARTICLE 2 SHALL GOVERN.

**ARTICLE 3
TERM**

3.1 Effective Date. This Agreement shall become effective when the Controller has certified to the availability of funds as set forth in Section 2.2 and the Agency has notified City College thereof in writing.

3.2 Duration of Term. The term of this Agreement shall commence on the later of (a) July 1, 2017 and (b) the effective date specified in Section 3.1. Such term shall end at 11:59 p.m. San Francisco time on June 30, 2019.

**ARTICLE 4
COOPERATION WITH MONITORING; PERSONNEL AND COMMUNICATIONS**

4.1 Cooperation with Monitoring. City College shall promptly comply with all standards, specifications and formats of City, as they may from time to time exist, related to evaluation, planning and monitoring of City College's obligations under this Agreement and shall cooperate in good faith with City in any evaluation, planning or monitoring activities conducted or authorized by City. Specifications and formats shall be mutually agreed to by both parties in advance within sixty (60) days of the date of this Agreement.

4.2 City College's Personnel; Communications. This Agreement shall be implemented only by staff under the direction and supervision of City College's Chancellor. All communications regarding this Memorandum of Understanding and the Free City College Program shall be addressed to the Chancellor of City College of San Francisco.

**ARTICLE 5
USE AND DISBURSEMENT OF FUNDS**

5.1 Maximum Amount of Funds. In no event shall the amount of Funds disbursed hereunder exceed eleven million, two hundred and thirty-three thousand, nine hundred and four Dollars (\$11,233,904).

5.2 Use of Funds. City College shall use the Funds only for Eligible Expenses as set forth in Appendix A and for no other purpose.

5.3 Eligibility and Distribution. City College shall require students to complete a questionnaire at the time of registration to determine eligibility to the Free City College Program. City College shall through established matriculation process make a good faith effort to ensure that BOG Eligible Students exhaust all available funding sources for enrollment fee payment and education-related expenses, including federal and state financial aid. City College shall make a good faith effort to ensure that Eligible Students are able to access the Funds provided under this Agreement through its established financial aid process.

5.4 Disbursement Procedures. Funds shall be disbursed to City College as follows:

(a) City College shall submit to the Agency, quarterly invoices (on or before March 31, June 30, September 30, and December 31) and in the manner specified for notices pursuant to Article 15, a Funding Request substantially in the form attached as Appendix B. Agency shall pay City College for Eligible Expenses within thirty (30) days of receipt. Any Funding Request that is submitted and is not approved by the Agency shall be returned to City College with a brief statement of the reason for the Agency's rejection of such Funding Request. If any such rejection relates only to a portion of Eligible

Expenses itemized in such Funding Requests, the information or clarification as necessary to address the issue(s) raised by Agency.

(b) The Agency shall make all disbursements of Funds pursuant to this Section within 30 days by electronic funds transfer, unless the Agency and City College otherwise agree in writing.

**ARTICLE 6
REPORTING REQUIREMENTS; AUDITS;
PENALTIES FOR FALSE CLAIMS; OVERSIGHT COMMITTEE**

6.1 Regular Reports. City College shall provide an annual report and quarterly reports (accompanying invoices) in agreed to formats as provided in Section 6.5.

6.2 Notification of Defaults or Changes in Circumstances. City College shall notify City immediately of (a) any Event of Default or event that, with the passage of time, would constitute an Event of Default; and (b) any change of circumstances that would cause any of the representations and warranties contained in Article 8 to be false or misleading at any time during the term of this Agreement.

6.3 Books and Records. City College shall establish and maintain accurate files and records of all obligations established by this Agreement and the matters funded in whole or in part with Funds during the term of this Agreement. Without limiting the scope of the foregoing, City College shall establish and maintain accurate financial books and accounting records relating to Eligible Expenses incurred and Funds received and expended under this Agreement, together with all invoices, documents, payrolls, time records and other data related to the matters covered by this Agreement, whether funded in whole or in part with Funds. City College shall maintain all of the files, records, books, invoices, documents, payrolls and other data required to be maintained under this Section in a readily accessible location and condition for a period of not less than five (5) years after final payment under this Agreement or until any final audit has been fully completed, whichever is later.

6.4 Inspection and Audit. To the extent authorized by law, including but not limited to the Federal Education Right to Privacy Act (FERPA), City College shall make available to City, its employees and authorized representatives, during regular business hours all of the files, records, books, invoices, documents, payrolls and other data required to be established and maintained by this Agreement. City College shall permit City, its employees and authorized representatives to inspect, audit, examine and make excerpts and transcripts from any of the foregoing. The rights of City pursuant to this Section shall remain in effect so long as City College has the obligation to maintain such files, records, books, invoices, documents, payrolls and other data under this Article 6. Any requests to inspect, audit or examine must be made at least 30 days prior to time such records are to be available.

6.5 Oversight Committee. The City and City College shall establish an oversight committee to review City College's implementation of this Agreement and to prepare an annual public report for the Mayor, the Board of Supervisors, and the Agency. The Agency and City College shall provide administrative support for the Oversight Committee.

(a) **Membership.** The Oversight Committee shall consist of eleven members.

(i) The City College Board of Trustees shall appoint three members: one member of the Board of Trustees, one City College financial aid counselor or specialist, and one member from the staff of the Office of the Chancellor of City College.

(ii) The City College Academic Senate shall appoint two faculty members.

(iii) The City College Associated Students Executive Council shall appoint one student body representative.

(iv) The San Francisco Board of Supervisors shall appoint two members: one member of the Board of Supervisors and one person not otherwise eligible to serve in one of the dedicated seats on the Oversight Committee.

(v) The San Francisco Unified School District's Board of Education shall appoint one of its members.

(vi) The Mayor shall appoint one member from the staff of the Mayor's Office.

(vii) The Controller shall appoint one member from the staff of the Controller's Office.

(b) **Term; Vacancies.** Each member of the Oversight Committee shall serve at the pleasure of the member's appointing authority, and shall serve for the life of the Oversight Committee. Any member who misses three regular meetings of the Oversight Committee, without the express approval of the Oversight Committee at or before each missed meeting, shall be deemed to have resigned from the Oversight Committee ten days after the third unapproved absence. The Oversight Committee shall inform the appointing authority and the Clerk of the Board of Supervisors of the resignation. If City College's Board of Trustees, Academic Senate, Associated Students Executive Council, or the San Francisco Unified School District's Board of Education, declines to appoint a member to one of the seats for which it has appointing authority and leaves that seat vacant for more than 90 days, the San Francisco Board of Supervisors may appoint a member of the public to fill the seat until the appointing authority appoints a person to the seat.

(c) **Meetings.** The Oversight Committee shall meet at least once every three months and shall comply with the public meeting provisions of the Brown Act and the Sunshine Ordinance.

(d) **Termination.** Unless the San Francisco Board of Supervisors by ordinance extends the term of the Oversight Committee, the Oversight Committee shall terminate on December 31, 2019.

ARTICLE 7 REPRESENTATIONS AND WARRANTIES

City College represents and warrants each of the following as of the date of this Agreement and at all times throughout the term of this Agreement:

7.1 Location. City College's operations, offices and headquarters are located at the address for notices set forth in Article 12.

7.2 No Misstatements. No document furnished or to be furnished by City College to City or City in connection with this Agreement, any Funding Request or any other document relating to any of the foregoing, contains or will contain any untrue statement of material fact or omits or will omit a material fact necessary to make the statements contained therein not misleading, under the circumstances under which any such statement shall have been made.

7.3 Conflict of Interest. Through its execution of this Agreement, City College acknowledges that it is familiar with Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitutes a violation of said provisions and agrees that it will immediately notify the City if it becomes aware of any such fact during the term of this Agreement.

**ARTICLE 8
INDEMNIFICATION AND GENERAL LIABILITY**

8.1 Indemnification.

(a) City College shall indemnify and hold City, its officers, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages, arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of City College, its officers, agents or employees.

(b) In the event of concurrent negligence of City, its officers, employees and agents, and City College and its officers, employees and agents, the liability for any and all claims for injuries or damages to persons and/or property shall be apportioned under the California theory of comparative negligence as presently established or as may hereafter be modified..

8.2 Reserved.

8.3 Reserved.

8.4 LIMITATION ON LIABILITY OF CITY. CITY'S OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE AGGREGATE AMOUNT OF FUNDS ACTUALLY DISBURSED HEREUNDER. NOTWITHSTANDING ANY OTHER PROVISION CONTAINED IN THIS AGREEMENT OR ANY OTHER DOCUMENT OR COMMUNICATION RELATING TO THIS AGREEMENT, IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE FUNDS OR ANY ACTIVITIES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

**ARTICLE 9
EVENTS OF DEFAULT AND REMEDIES**

9.1 Events of Default. The occurrence of any one or more of the following events shall constitute an "Event of Default" under this Agreement:

(a) **False Statement.** Any statement, representation or warranty contained in this Agreement, in any Funding Request or in any other document submitted to City under this Agreement is found by City to be intentionally false or misleading.

(b) **Failure to Comply with Applicable Laws.** City College fails to perform or breaches any of the terms or provisions of Article 13.

(c) **Failure to Perform Other Covenants.** City College fails to perform or breaches any other agreement or covenant of this Agreement to be performed or observed by City College as and when performance or observance is due and such failure or breach continues for a period of ten (10) days after the date on which such performance or observance is due.

(d) **Cross Default.** City College defaults under any other agreement between City College and City (after expiration of any grace period expressly stated in such agreement).

(e) **Voluntary Insolvency.** City College (i) is generally not paying its debts as they become due, (ii) files, or consents by answer or otherwise to the filing against it of, a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction, (iii) makes an assignment for the benefit of its creditors, (iv) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of City College or of any substantial part of City College's property or (v) takes action for the purpose of any of the foregoing.

(f) **Involuntary Insolvency.** Without consent by City College, a court or government authority enters an order, and such order is not vacated within ten (10) days, (i) appointing a custodian, receiver, trustee or other officer with similar powers with respect to City College or with respect to any substantial part of City College's property, (ii) constituting an order for relief or approving a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction or (iii) ordering the dissolution, winding-up or liquidation of City College.

(g) **Failure to Pay.** City or Agency fails to pay City College pursuant to the terms of this Agreement.

9.2 Remedies Upon Event of Default. Upon and during the continuance of an Event of Default, City may do any of the following, individually or in combination with any other remedy:

(a) **Termination.** Either party may terminate this Agreement by giving a written termination notice to the other party and, on the date specified in such notice, this Agreement shall terminate and all rights of City College hereunder shall be extinguished. In the event of such termination, City College will be paid for Eligible Expenses in any Funding Request that was submitted and approved by City prior to the date of termination specified in such notice.

(b) **Withholding of Funds.** City may withhold all or any portion of Funds not yet disbursed hereunder, regardless of whether City College has previously submitted a Funding Request or whether City has approved the disbursement of the Funds requested in any Funding Request. Any Funds withheld pursuant to this Section and subsequently disbursed to City College after cure of applicable Events of Default shall be disbursed without interest.

(c) **Offset.** City may offset against all or any portion of undisbursed Funds hereunder or against any payments due to City College under any other agreement between City College and City the amount of any outstanding funds are required to satisfy obligations that arise due to a settlement or court judgment arising from a dispute between the parties.

(d) **Return of Funds.** City may demand the immediate return of any previously disbursed Funds that have been claimed or expended by City College in breach of the terms of this Agreement, together with interest thereon from the date of disbursement at the maximum rate permitted under applicable law.

9.3 Remedies Nonexclusive. Each of the remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The remedies contained herein are in addition to all other remedies available to either party at law or in equity by statute or otherwise and the exercise of any such remedy shall not preclude or in any way be deemed to waive any other remedy.

**ARTICLE 10
DISCLOSURE OF INFORMATION AND DOCUMENTS**

10.1 Proprietary or Confidential Information of City. Both parties understand and acknowledge that, in the performance of this Agreement or in contemplation thereof, City College may have access to private or confidential information that may be owned or controlled by City and that such information may contain proprietary or confidential information, the disclosure of which to third parties may be damaging to City. City College agrees that all information disclosed by City to City College shall be held in confidence and used only in the performance of this Agreement. City College shall exercise the same standard of care to protect such information as a reasonably prudent nonprofit entity would use to protect its own proprietary or confidential data.

10.2 Sunshine Ordinance. City College acknowledges and agrees that this Agreement is subject to Section 67.24(e) of the San Francisco Administrative Code, which provides that contracts, including this Agreement, and all other records of communications between City and persons or entities seeking contracts, shall be open to inspection immediately after a contract has been awarded. All information provided by City College that is covered by such Section 67.24(e) (as it may be amended from time to time) will be made available to the public upon request.

**ARTICLE 11
ASSIGNMENTS AND SUBCONTRACTING**

11.1 No Assignment by City College. City College shall not, either directly or indirectly, assign, transfer, hypothecate, subcontract or delegate all or any portion of this Agreement or any rights, duties or obligations of City College hereunder without the prior written consent of City. This Agreement shall not, nor shall any interest herein, be assignable as to the interest of City College involuntarily or by operation of law without the prior written consent of City. A change of ownership or control of City College or a sale or transfer of substantially all of the assets of City College shall be deemed an assignment for purposes of this Agreement.

11.2 Agreement Made in Violation of this Article. Any agreement made in violation of Section 11.1 shall confer no rights on any person or entity and shall automatically be null and void.

**ARTICLE 12
NOTICES AND OTHER COMMUNICATIONS**

12.1 Requirements. Unless otherwise specifically provided herein, all notices, consents, directions, approvals, instructions, requests and other communications hereunder shall be in writing, shall be addressed to the person and address set forth below and shall be (a) deposited in the U.S. mail, first class, certified with return receipt requested and with appropriate postage, (b) hand delivered or (c) sent via facsimile (if a facsimile number is provided below):

If to the Agency or City:	Department of Children, Youth, and Their Families 1390 Market Street, Suite 900 San Francisco, CA 94102 Attn: Maria Su, Executive Director
---------------------------	---

If to City College:

CITY COLLEGE OF SAN FRANCISCO
50 Phelan Avenue, E200
San Francisco, CA 94112
Attn: Chancellor
Facsimile No. 415-239-3918

12.2 Effective Date. All communications sent in accordance with Section 12.1 shall become effective on the date of receipt. Such date of receipt shall be determined by: (a) if mailed, the return receipt, completed by the U.S. postal service; (b) if sent via hand delivery, a receipt executed by a duly authorized agent of the party to whom the notice was sent; or (c) if sent via facsimile, the date of telephonic confirmation of receipt by a duly authorized agent of the party to whom the notice was sent or, if such confirmation is not reasonably practicable, the date indicated in the facsimile machine transmission report of the party giving such notice.

12.3 Change of Address. From time to time any party hereto may designate a new address for purposes of this Article 12 by notice to the other party.

ARTICLE 13 COMPLIANCE

13.1 RESERVED.

13.2 Nondiscrimination; Penalties.

(a) **City College Shall Not Discriminate.** In the performance of this Agreement, City College agrees not to discriminate against any employee, City and County employee working with City College, applicant for employment with City College, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations, on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes.

(b) **Non-Discrimination in Benefits.** City College does not as of the date of this Agreement and will not during the term of this Agreement, in any of its operations in San Francisco or where the work is being performed for the City or elsewhere within the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in Section 12B.2(b) of the San Francisco Administrative Code.

(c) **Condition to Contract.** As a condition to this Agreement, City College shall execute the "Chapter 12B Declaration: Nondiscrimination in Contracts and Benefits" form (Form CMD-12B-101) with supporting documentation and secure the approval of the form by the San Francisco Contract Monitoring Division.

(d) **Incorporation of Administrative Code Provisions by Reference.** The provisions of Chapters 12B and 12C of the San Francisco Administrative Code are incorporated in this Section by

reference and made a part of this Agreement as though fully set forth herein. City College shall comply fully with and be bound by all of the provisions that apply to this Agreement under such Chapters of the Administrative Code, including the remedies provided in such Chapters. Without limiting the foregoing, City College understands that pursuant to Sections 12B.2(h) and 12C.3(g) of the San Francisco Administrative Code, a penalty of fifty dollars (\$50) for each person for each calendar day during which such person was discriminated against in violation of the provisions of this Agreement may be assessed against City College and/or deducted from any payments due City College.

13.3 Compliance with ADA. City College acknowledges that, pursuant to the ADA, programs, services and other activities provided by a public entity to the public, whether directly or through a grantee or contractor, must be accessible to the disabled public. City College shall not discriminate against any person protected under the ADA in connection with this Agreement and shall comply at all times with the provisions of the ADA.

13.4 Prohibition on Political Activity with City Funds. In accordance with San Francisco Administrative Code Chapter 12G, no funds appropriated by the City and County of San Francisco for this Agreement may be expended for organizing, creating, funding, participating in, supporting, or attempting to influence any political campaign for a candidate or for a ballot measure (collectively, "Political Activity"). The terms of San Francisco Administrative Code Chapter 12G are incorporated herein by this reference. Accordingly, an employee working in any position funded under this Agreement shall not engage in any Political Activity during the work hours funded hereunder, nor shall any equipment or resource funded by this Agreement be used for any Political Activity. In the event City College, or any staff member in association with City College, engages in any Political Activity, then (i) City College shall keep and maintain appropriate records to evidence compliance with this section, and (ii) City College shall have the burden to prove that no funding from this Agreement has been used for such Political Activity. City College agrees to cooperate with any audit by the City or its designee in order to ensure compliance with this section. In the event City College violates the provisions of this section, the City may, in addition to any other rights or remedies available hereunder, (i) terminate this Agreement and any other agreements between City College and City, (ii) prohibit City College from bidding on or receiving any new City contract for a period of two (2) years, and (iii) obtain reimbursement of all funds previously disbursed to City College under this Agreement.

13.5 Protection of Private Information. City College has read and agrees to the terms set forth in San Francisco Administrative Code Sections 12M.2, "Nondisclosure of Private Information," and 12M.3, "Enforcement" of Administrative Code Chapter 12M, "Protection of Private Information," which are incorporated herein as if fully set forth. City College agrees that any failure of City College to comply with the requirements of Section 12M.2 of this Chapter shall be a material breach of the Agreement. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate the Agreement, bring a false claim action against the City College pursuant to Chapter 6 or Chapter 21 of the Administrative Code, or debar the City College.

13.6 Compliance with Other Laws. Without limiting the scope of any of the preceding sections of this Article 13, both parties shall keep themselves fully informed of City's Charter, codes, ordinances and regulations and all state, and federal laws, rules and regulations affecting the performance of this Agreement and shall at all times comply with such Charter codes, ordinances, and regulations rules and laws.

**ARTICLE 14
MISCELLANEOUS**

14.1 No Waiver. No waiver by the Agency or City or/and City College of any default or breach of this Agreement shall be implied from any failure by the Agency or City or/and City College to take action on account of such default if such default persists or is repeated. No express waiver by the Agency or City or/and City College shall affect any default other than the default specified in the waiver and shall be operative only for the time and to the extent therein stated. Waivers by City or the Agency or/and City College of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition. The consent or approval by the Agency or City of any action requiring further consent or approval shall not be deemed to waive or render unnecessary the consent or approval to or of any subsequent similar act.

14.2 Modification. This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement.

14.3 Administrative Remedy for Agreement Interpretation. Should any question arise as to the meaning or intent of this Agreement, the question shall, prior to any other action or resort to any other legal remedy, be referred to mediation or other process agreed to by the parties.

14.4 Governing Law; Venue. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California, without regard to its conflict of laws principles. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.

14.5 Headings. All article and section headings and captions contained in this Agreement are for reference only and shall not be considered in construing this Agreement.

14.6 Entire Agreement. This Agreement sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions. The following appendices are attached to and part of this Agreement:

Appendix A-I, Eligible Expenses and Student Obligation for Withdrawal from Courses
Appendix A-II, Cost Schedule
Appendix B, Form of Funding Request

14.7 Certified Resolution of Signatory Authority. Upon request of City, City College shall deliver to City a copy of the resolution(s) authorizing the execution, delivery and performance of this Agreement, certified as true, accurate and complete by the secretary or assistant secretary of City College.

14.8 Severability. Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.

14.9 Successors; No Third-Party Beneficiaries. Subject to the terms of Article 11, the terms of this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their successors and assigns. Nothing in this Agreement, whether express or implied, shall be construed to give any person or entity (other than the parties hereto and their respective successors and assigns and, in the case of

Article 8, the Indemnified Parties) any legal or equitable right, remedy or claim under or in respect of this Agreement or any covenants, conditions or provisions contained herein.

14.10 Survival of Terms. The obligations of City College and the terms of the following provisions of this Agreement shall survive and continue following expiration or termination of this Agreement:

Section 6.3 Books and Records.

Article 10 Disclosure of Information and Documents

Article 8 Indemnification and General Liability

Article 14 Miscellaneous

14.11 Further Assurances. From and after the date of this Agreement, City College agrees to do such things, perform such acts, and make, execute, acknowledge and deliver such documents as may be reasonably necessary or proper and usual to complete the transactions contemplated by this Agreement and to carry out the purpose of this Agreement in accordance with this Agreement.

14.12 Cooperative Drafting. This Agreement has been drafted through a cooperative effort of both parties, and both parties have had an opportunity to have the Agreement reviewed and revised by legal counsel. No party shall be considered the drafter of this Agreement, and no presumption or rule that an ambiguity shall be construed against the party drafting the clause shall apply to the interpretation or enforcement of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first specified herein.

CITY

**DEPARTMENT OF CHILDREN, YOUTH,
AND THEIR FAMILIES**

By: _____
Maria Su
Executive Director

Approved as to Form:

Dennis J. Herrera
City Attorney

By: _____
Andrew Shen
Deputy City Attorney

CITY COLLEGE:

By signing this Agreement, I certify that I comply with the requirements of the Minimum Compensation Ordinance, which entitle Covered Employees to certain minimum hourly wages and compensated and uncompensated time off.

CITY COLLEGE OF SAN FRANCISCO

By: _____

Print Name: Thea Selby

Title: President, City College Board of Trustees

Federal Tax ID #: _____

City Vendor Number: _____

Approved as to Form:

City College of San Francisco, Office of the
General Counsel

By: _____
Steve Bruckman
General Counsel

Appendix A-I. Eligible Expenses and Student Obligation for Withdrawal from Courses

“BOG Eligible Student” shall mean an Eligible Student who has qualified for a California Community Colleges Board of Governors Fee Waiver.

“Eligible Expenses” shall mean expenses that City College will incur and Agency will reimburse to City College pursuant to this Agreement.

“Eligible Student” shall mean Enrolled Students in either fall or spring terms (beginning Fall 2017) who are:

- 1) San Francisco residents;
- 2) California residents for tuition purposes or qualify for a non-residents exemption (AB540, AB13, AB2000); and
- 3) Have no outstanding holds.

A. Expenses that Agency will reimburse City College:

1. Full Time BOG Eligible Students:

BOG Eligible Students who attend City College on a full-time basis (12 or more credit units per semester) may receive grants up to \$250 per fall and spring semester that may be used for books, college fees other than enrollment fees, supplies, and transportation costs related to their enrollment at City College.

2. Part Time BOG Eligible Students:

BOG Eligible Students who attend City College on a part-time basis (6-11 credit units per semester) may receive grants up to \$100 per fall and spring semester that may be used for books, City College fees other than enrollment fees, supplies, and transportation costs related to their enrollment at City College.

3. All Non-BOG Eligible Students:

Other Eligible Students (who are not BOG Eligible Students) will receive free enrollment, with enrollment fees paid for through the Free City College program.

4. Staffing Costs

City College may request funding for staffing increases at City College (including hiring of new staff and existing staff time) and infrastructure costs directly related to the implementation of this Agreement, up to \$500,000.

5. Ineligible Expenses

Eligible Expenses shall not include:

- for City College staff and personnel, any personal or business-related costs or expenses related to meals, catering, transportation, lodging or fundraising;
- capital expenses;
- any costs or expenses which are prohibited under the terms and conditions of any federal or state grant supplying all or any portion of the Funds;
- penalties, late charges or interest on any late payments; or

- taxes or other amounts withheld from wages or salaries which have not actually been paid by City College during the term of this Agreement or which relate to periods before or after the term of this Agreement.

B. Students Who Withdraw from Courses

1. Pre-Deadline Withdrawal:

If a student withdraw from a course before the date to receive a full refund, the student owes nothing to City College. (Refund deadlines appear next to each course listing on the college website at www.ccsf.edu/Schedule.)

2. Post-Deadline Withdrawal:

If a student withdraws from a course after the deadline to receive a full refund, then the student must pay City College for all applicable fees (enrollment fees or grants), and the money will be returned to City College for the Free City College Program.

Appendix A-II Cost Schedule

Eligible Expenses shall not exceed the following estimated costs over the course of this Agreement:

Annual Costs		
	Arithmetic	Cost Estimate
Non-BOG, SF Residents, CA Residents (Incl. 20% growth)	(37,910 credits X \$46 per credit X 120% enrollment assumption)	\$ 2,092,632
\$500 Grants for Full-time BOG Students (Incl. 20% growth)	(2,630 Full-time BOG students X \$500 annual grant X 120% enrollment assumption)	\$ 1,578,000
\$200 Grants for Part-time BOG Students (Incl. 20% Growth)	(7,068 Part-time BOG students X \$200 annual grant X 120% enrollment assumption)	\$ 1,696,320
COST PER ACADEMIC YEAR		\$ 5,366,952

Program Totals		
One-time Staffing and Infrastructure Costs	\$	500,000
Two Years of Tuition Credits and Grants	\$	10,733,904
TOTAL		\$ 11,233,904

Yearly Budgets

The costs for Year 1 (Fall 2017 and Spring 2018) may not exceed \$5,366,952 in total grants for students. Allotments within the three categories of annual costs in the table above may change by reallocating within the available funds for the year.

The costs for Year 2 (Fall 2018 and Spring 2019) may not exceed \$5,366,952 in total grants for students. Allotments within the three categories of annual costs in the table above may change by reallocating within the available funds for the year.

Reporting Requirements

When demand for one of the three categories of annual costs reaches 80% of the total allocation for the year, City College will notify the Oversight Committee of this development within 3 days. City College must provide separate notice to the Oversight Committee when demand reaches the 80% threshold for any of the categories of annual costs.

Appendix B--Form of Funding Request

City College shall provide the following cost information in connection with each Funding Request:

		Costs
Enrollment Fees	[Number of Eligible Students who do not qualify for Board of Governors Fee Waivers]	[Subtotal]
\$500 Grants for Full-Time BOG Eligible Students	[Number of Full-Time BOG Eligible Students]	[Subtotal]
\$200 Grants for Part-Time BOG Eligible Students	[Number of Part-Time BOG Eligible Students]	[Subtotal]
Funds Returned to City College for the Free City College Program (due to Eligible Students dropping classes after refund deadline)		[Subtotal]
Staffing and Infrastructure Costs directly related to the implementation of this Agreement		[Subtotal]
		[Total reimbursement]

With each Funding Request, City College shall also provide Department with the following information:

- the number of credits taken by each, individual Eligible Student who received funding through this Agreement (but not their names or other identifying information); and
- the number of Eligible Students who drop classes before the refund deadline, after the refund deadline, and after census with each Funding Request.

President, District 5
BOARD of SUPERVISORS



City Hall
1 Dr. Carlton B. Goodlett Place, Room 244
San Francisco 94102-4689
Tel. No. 554-7630
Fax No. 554-7634
TDD/TTY No. 544-5227

BOS-11
Aides, COB
Deputies, DSP
City PM, GAO
Clerk, Mayor's Office

RECEIVED
BOARD OF SUPERVISORS
SAN FRANCISCO

2017 OCT -5 PM 3:53
AK

London Breed

PRESIDENTIAL ACTION

Date: 10/5/17
To: Angela Calvillo, Clerk of the Board of Supervisors

Madam Clerk,
Pursuant to Board Rules, I am hereby:

Waiving 30-Day Rule (Board Rule No. 3.23)

File No. 171069 Kim
(Primary Sponsor)

Title. Memorandum of Understanding - San Francisco Community College
District - Use of San Francisco City College Enrollment Fee Assistance

Transferring (Board Rule No 3.3)

File No. _____
(Primary Sponsor)
Title. _____

From: _____ Committee
To: _____ Committee

Assigning Temporary Committee Appointment (Board Rule No. 3.1)

Supervisor _____
Replacing Supervisor _____
For: _____ Meeting
(Date) (Committee)

London Breed, President
Board of Supervisors

Print Form

Introduction Form

By a Member of the Board of Supervisors or Mayor

RECEIVED
BOARD OF SUPERVISORS
SAN FRANCISCO

2017 OCT - 3 11:39 AM
Time of day or meeting date

I hereby submit the following item for introduction (select only one):

- 1. For reference to Committee. (An Ordinance, Resolution, Motion or Charter Amendment).
- 2. Request for next printed agenda Without Reference to Committee.
- 3. Request for hearing on a subject matter at Committee.
- 4. Request for letter beginning : "Supervisor [redacted] inquiries"
- 5. City Attorney Request.
- 6. Call File No. [redacted] from Committee.
- 7. Budget Analyst request (attached written motion).
- 8. Substitute Legislation File No. [redacted]
- 9. Reactivate File No. [redacted]
- 10. Question(s) submitted for Mayoral Appearance before the BOS on [redacted]

Please check the appropriate boxes. The proposed legislation should be forwarded to the following:

- Small Business Commission
- Youth Commission
- Ethics Commission
- Planning Commission
- Building Inspection Commission

Note: For the Imperative Agenda (a resolution not on the printed agenda), use the Imperative Form.

Sponsor(s):

Supervisor Jane Kim

Subject:

Free City College Memorandum of Understanding

The text is listed:

Please see attached.

Signature of Sponsoring Supervisor:

[Handwritten Signature]

For Clerk's Use Only

APPENDIX 4

APPENDIX 4: METHODOLOGY FOR COUNTING FREE CITY STUDENTS

Chart 1 on page 14 shows unduplicated credit student headcount for students with a San Francisco address for each year between academic year 2006-07 and academic year 2017-18. Unduplicated headcounts means a student is counted only once no matter how many semesters they attended during the academic year. Includes credit students who were enrolled in at least one class in the academic year. Includes only enrollments that result in a grade, i.e. the student was enrolled at census, although may have dropped later and received a W. “San Francisco” students have an SF address in our student information system (Banner), that may differ from their residency according to the Free City affidavit.

Free City status – students who received either the tuition/fee waiver or a stipend, during the Fall of Spring semester. (Students who registered only for summer term did not qualify for Free City.)

Students with a San Francisco address may not be Free City eligible. Ineligible students could include students who attended only in the summer term (when Free City was not offered), or students who have a San Francisco address but are not California residents, like F1 international students. Eligible students who do not participate could include students receiving other fee waivers, like some veterans receiving GI benefits, or high school students.

This report captures some students identified as “non-SF resident” who did receive Free City benefits. A student’s eligibility for Free City is determined at the beginning of each semester. At the time of enrollment, these students had San Francisco addresses. However, at some point during the semester, approximately 1,151 students moved to a non-SF address. Their benefits were not revoked upon moving mid-semester. Additionally, in the same chart, 369 students are identified as “unknown.” This represents students who did not have a physical address but were residing in San Francisco (i.e. those who were housing insecure or homeless).

APPENDIX 5

APPENDIX 5: GEOGRAPHIC HEAT MAP BACKING DATA

Zip Code	Neighborhood	Students
94102	Hayes Valley/Tenderloin/North of Market	1,042
94103	South of Market	1,068
94104	Financial District South	46
94105	Embarcadero Soth	194
94107	Potrero Hill	647
94108	Chinatown	405
94109	Polk/Russian Hill (Nob Hill)	1,278
94110	Inner Mission/Bernal Heights	2,738
94111	Embarcadero North	88
94112	Ingleside-Excelsior/Crocker-Amazon	5,032
94114	Castro/Noe Valley	813
94115	Western Addition/Japantown/Pacific Heights	730
94116	Parkside/Forest Hill	1,810
94117	Haight-Ashbury/Cole Valley	1,013
94118	Inner Richmond	1,048
94121	Outer Richmond	1,568
94122	Sunset	2,163
94123	Marina/Cow Hollow	247
94124	Bayview Hunters Point	2,075
94127	St. Francis Wood/Miraloma/West Portal	684
94129	Presidio	80
94130	Treasure Island	154
94131	Twin Peaks-Glen Park/Diamond Heights	871
94132	Lake Merced/Stonestown	1,347
94133	North Beach/Chinatown	754
94134	Visitacion Valley/Sunnydale	2,318
94158	Mission Bay	169

APPENDIX 6



Free City is a partnership between the City & County of San Francisco and City College of San Francisco. The program is backed by the voters of San Francisco in order to make education more accessible to residents.

Student Information

Student Information: Last Name First Name Student ID
 Email Address Phone Number Date of Birth (MM/DD/YYYY)
Current Address: Street City State ZIP

If you have lived at your present address for less than two years, please list previous address below.

Above address is the same

Previous Address: Street City State ZIP

Residency

I have established California Residency or qualify for an exemption (AB540, AB2000, AB13) Yes No

I am a San Francisco Resident Yes No

Per Title 5 Section 54020: In order to establish a residence, it is necessary that there be a union of act and intent. To establish residence, a person capable of establishing residence in California must couple his or her physical presence in California with objective evidence that the physical presence is with the intent to make California the home for other than a temporary purpose.

Affidavit

I, the undersigned, declare under penalty of perjury under the laws of the state of California that the information I have provided on this form is true and accurate. I understand that this information will be used to determine my eligibility for the Free City program. I further understand that if any of the above information is untrue, I will be liable for payment of the applicable fees from which I was exempted and may be subject to disciplinary action by the City College of San Francisco.

By checking, I verify that I understand that I am liable for all fees (including the \$46 enrollment fee "tuition" per semester unit) for classes not dropped by the refund deadlines which are located next to each course listing on the college website at <http://www.ccsf.edu/schedule>.

Signature: **Date (MM/DD/YYYY):**

Please verify your information before submitting. Once submitted you will not be able to access the form again.

Submit

APPENDIX 7

Fall 2017



FREE City
WALLS TORN DOWN

CITY COLLEGE OF SAN FRANCISCO
FREE TUITION
BECAUSE WE BELIEVE IN ACCESS AND OPPORTUNITY.
CCSF.EDU/FREECITY | (415) 452-7772

Free City is a partnership between City College and the City & County of San Francisco, funded by the voters of San Francisco.



FREE City
OBSTACLES REMOVED

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FREE TUITION
BECAUSE WE BELIEVE IN ACCESS AND OPPORTUNITY.
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FREE City
BARRIERS BUSTED

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Spring 2018 - Faculty



JOE REYES, PhD
Professor of Human Physiology, CCSF

FREE City

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AND OPPORTUNITY FOR ALL.
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NICK ROTHMAN
Trade Skills Department Chair, CCSF

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DR. MANDY LIANG
President, Academic Senate
Counselor, CCSF

FREE City

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OF SAN FRANCISCO

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SOPHIE TOUZE, MFA
Professor of Art History, CCSF

FREE City

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Spring 2018 - Students



QUIP J.
Illustration and Journalism
Double Major

FREE City

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SARA M.
Sociology Major

FREE City

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ELIJAH T.
Psychology Major

FREE City

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Summer 2018

SUMMER REGISTRATION NOW OPEN



GET AHEAD STAY AHEAD

with Summer Classes
at City College

REGISTER TODAY FOR
SUMMER SEMESTER

CITY COLLEGE
OF SAN FRANCISCO

Summer session is a perfect time to fill in a missing class or get ahead. Explore our full range of classes today.

SUMMER REGISTRATION NOW OPEN



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CITY COLLEGE
OF SAN FRANCISCO

Summer session is a perfect time to fill in a missing class or get ahead. Explore our full range of classes today.

Fall 2018 - Alumni



SAM MOGANNAM
CCSF Grad
Founder,
Bi-Rite Family of Businesses

FREE SPIRIT

CITY COLLEGE
OF SAN FRANCISCO

FREECity What will you do with free tuition?
CCSF.edu/FreeCity | (415) 452-7774

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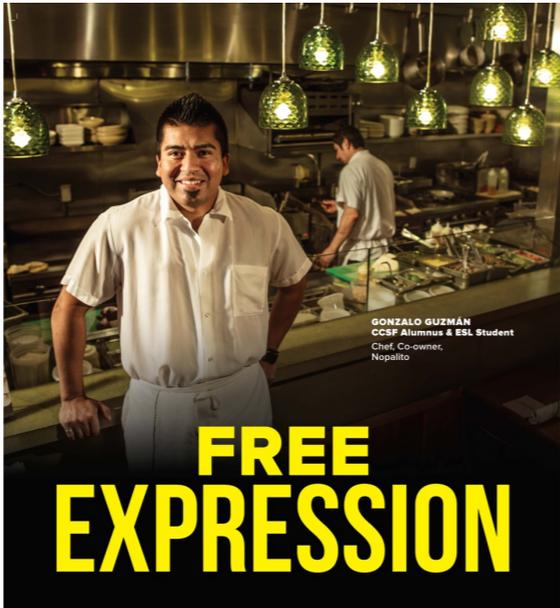
YIN YIN WU
CCSF Grad
LEED Cert. Mechanical Engineer,
Energels Solutions

FREE THINKER

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GONZALO GUZMÁN
CCSF Alumnus & ESL Student
Chef, Co-owner,
Nopalito

FREE EXPRESSION

CITY COLLEGE
OF SAN FRANCISCO

FREECity What will you do with free tuition?
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LUIS REYES
CCSF Grad
Army Met.
Client Service Administrator, Siemens

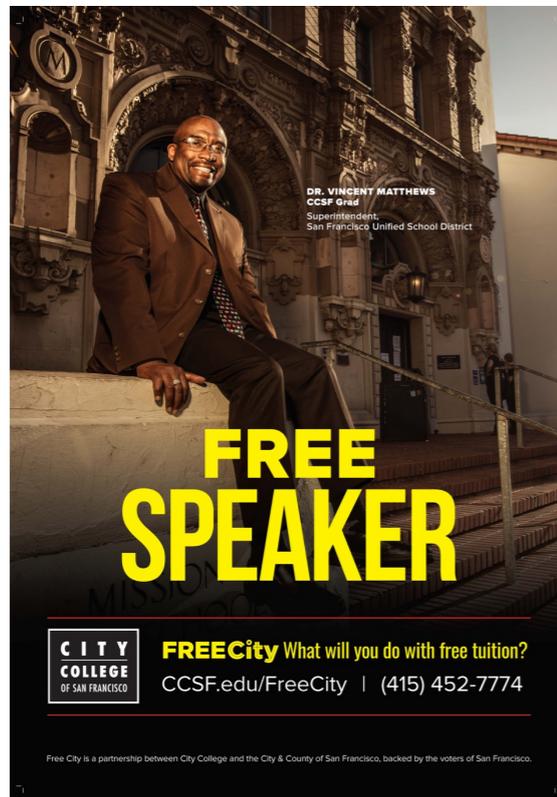
FREE EXPRESSION

CITY COLLEGE
OF SAN FRANCISCO

FREECity What will you do with free tuition?
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Fall 2018 - Alumni continued

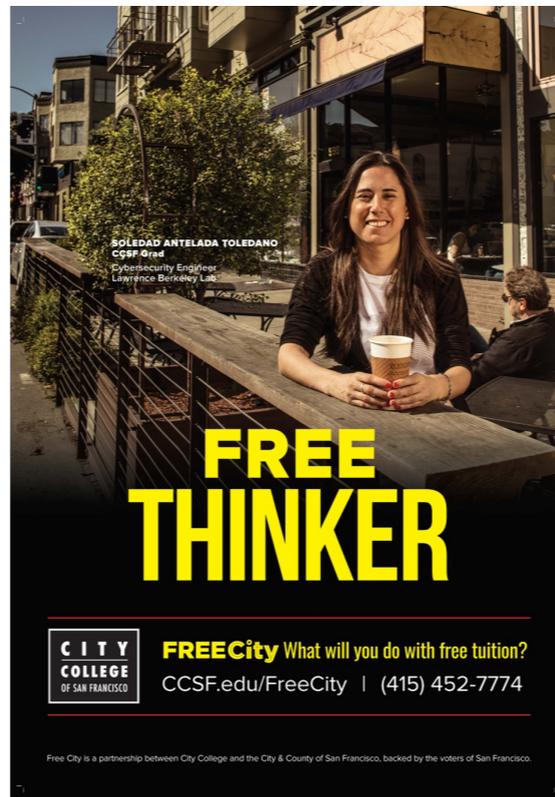


DR. VINCENT MATTHEWS
CCSF Grad
Superintendent,
San Francisco Unified School District

FREE SPEAKER

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SOLEIDAD ANTELADA TOLEDANO
CCSF Grad
Cybersecurity Engineer,
Lawrence Berkeley Lab

FREE THINKER

CITY COLLEGE OF SAN FRANCISCO **FREECity** What will you do with free tuition?
CCSF.edu/FreeCity | (415) 452-7774

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ALLAN J. GRAVES
CCSF Grad
Founder/CEO,
San Francisco Love Tours

FREE SPIRIT

CITY COLLEGE OF SAN FRANCISCO **FREECity** What will you do with free tuition?
CCSF.edu/FreeCity | (415) 452-7774

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APPENDIX 8

APPENDIX 8: FALL 2017 INVOICE

INVOICE						
Federal ID. #94-1721925						
In Reply, refer to:			Date:		Rev. 4.4.18	
Invoice No:	FCC1		Make Checks Payable to:			
Name:	Maria Su		George Kotzitz			
Address:	Department of Children, Youth and Their Families		San Francisco Community College District			
Contact No.	1390 Market Street, Suite 900		City College of San Francisco			
	San Francisco, CA 94102		33 Gough Street			
	(415) 554-3547		San Francisco, CA 94103			
You are notified that the following amount is due and payable to the San Francisco Community College District within 30 days of the date of receipt.						
Description						Amount
	Headcount	Credits/Units	Costs	Adjustments		
Enrollment Fees	13,370	87,004	\$ 4,002,161	\$ (2,806)	\$	3,999,355
\$500 Grants for Full-Time BOG Eligible Students (\$250/term)	2,539		\$ 615,750	\$ -	\$	615,750
\$200 Grants for Part-Time BOG Eligible Students (\$100/term)	1,970		\$ 192,400	\$ -	\$	192,400
Funds Returned to City for the Free City Program (Due to eligible students dropping classes after refund deadline)***	3,817	17,138	\$ (788,325)	\$ -	\$	(788,325)
Staffing and Infrastructure costs directly related to the implementation of the MOU	n/a	n/a	\$ 72,878	\$ -	\$	72,878
Total Costs						\$ 4,092,058
Fall 17 Budget						\$ 2,683,476
Staffing/Infrastructure						\$ 72,878
Total Invoice Amount						\$2,756,354
*** Out of the funds returned to the Free City Program (\$788,325), CCSF has an outstanding balance of \$447,134.						

APPENDIX 9

APPENDIX 9: SPRING 2018 INVOICE



City College of San Francisco

33 Gough Street, San Francisco, CA 94103 (415) 239-3000

District Business Office

INVOICE

Federal ID. #94-1721925

In Reply, refer to:

Date:

Rev. 5.10.18

Invoice No: FCC2

Make Checks Payable to:

San Francisco Community College District
c/o George Kotzitz

Name: Maria Su

Department of Children, Youth and Their Families

Address: 1390 Market Street, Suite 900

San Francisco, CA 94102

City College of San Francisco

33 Gough Street

Contact No. (415) 554-3547

San Francisco, CA 94103

You are notified that the following amount is due
and payable to the San Francisco Community College District
within 30 days of the date of receipt.

Description	Amount				
	Headcount	Credits/Units	Costs	Adjustments	
Enrollment Fees	12,631	80,550	\$ 3,705,277	\$ (6,716)	\$ 3,698,561
\$500 Grants for Full-Time BOG Eligible Students (\$250/term)	2,402		\$ 596,125	\$ -	\$ 596,125
\$200 Grants for Part-Time BOG Eligible Students (\$100/term)	2,283		\$ 223,100	\$ -	\$ 223,100
Funds Returned to City for the Free City Program (Due to eligible students dropping classes after refund deadline)***	3,183	13,652	\$ 627,969	\$ -	\$ 627,969
Staffing and Infrastructure costs directly related to the implementation of the MOU	n/a	n/a	\$ 264,987	\$ -	\$ 264,987
			Total Costs		\$ 4,154,804
			Spring 18 Budget		\$ 2,683,476
			Staffing/Infrastructure		\$ 264,987
			Total Invoice Amount		\$ 2,948,463

*** Out of the funds returned to the Free City Program for Spring'18 (\$627,969), CCSF has an outstanding balance of \$482,072.
Out of the funds returned to the Free City Program For Fall'17 (\$807,691), CCSF has an outstanding balance of \$335,597.

APPENDIX 10

Survey: Overview

- One-page, 17 question survey (+ optional contact info)
- Conducted in Dec. via SurveyMonkey
- 769 CCSF student responses
- 668 (nearly 86%) identify as part of Free City
- Plan: use individual free-form responses to provide short student testimonials throughout report

Survey: Questions

- Q1: Are you a City College of San Francisco Student?
- Q2: Are you part of Free City, receiving CCSF tuition fees or a stipend/grant for educational expenses covered by the City of San Francisco?
- Q3: Would you be in college right now without Free City?
- Q4: Has Free City changed your outlook on education? (If so, how?)
- Q6: Did the Free City program influence your decision to attend CCSF in any way? (If so, how?)

Q to Committee: Which are most compelling to highlight?

Survey: Questions

- Q8: Did you apply for Financial Aid? (Why/Why not?)
- Q10: Are you eligible for Financial Aid?
- Q11: What educational expenses do you have that are not covered by Free City or financial aid?
- Q12: How do you pay for them?
- Q13: How do these expenses impact you?

Q to Committee: Which are most compelling to highlight?

Survey: Questions

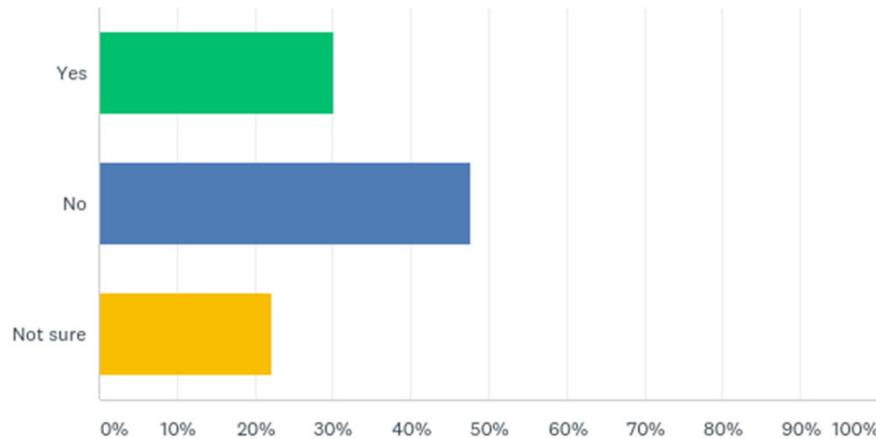
- Q14: What is most challenging, for you, about taking college classes right now?
- Q15: Tell us a little about who you are and why you've chosen City College:
- Q16: If you have a story to tell, a question to ask, or information to share, please take as much space as you need below.
- Plus: permission to quote, optional name and contact info

Q to Committee: Which are most compelling to highlight?

Survey Results (ex. 1)

Q3: Would you be in college right now without Free City?

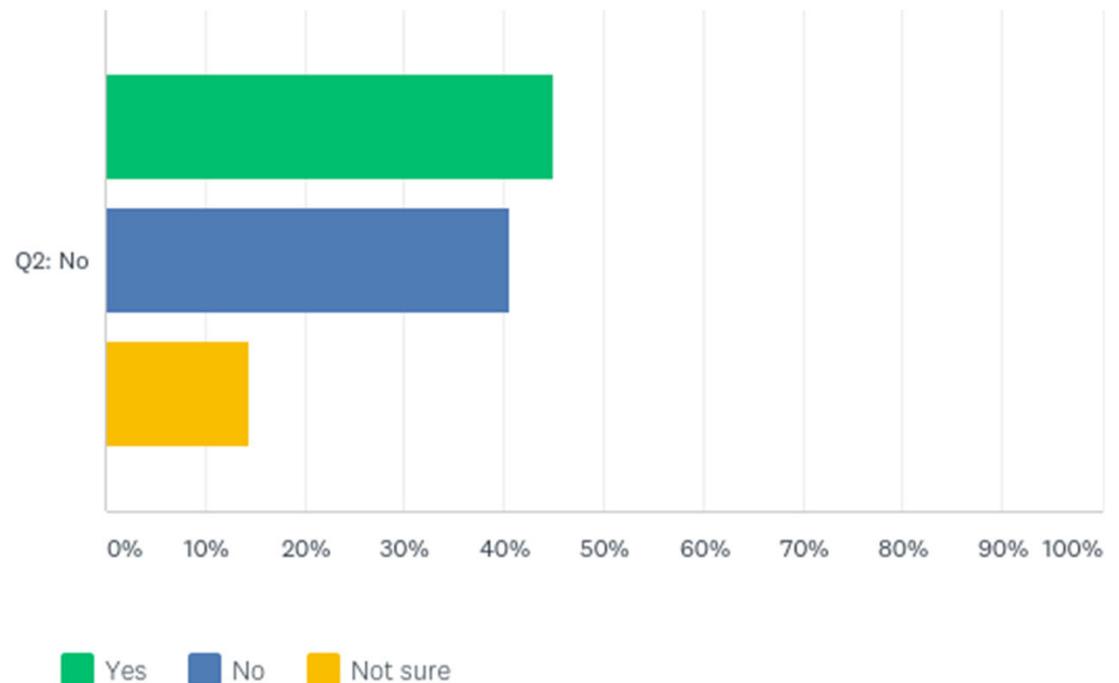
• Answered: 772 Skipped: 0



ANSWER CHOICES	RESPONSES	
Yes	30.05%	232
No	47.67%	368
Not sure	22.28%	172
TOTAL		772

Survey Results (ex. 2)

- Q4: Has Free City changed your outlook on education?
- Of respondents not eligible for Free City (69), many still say that it has.



APPENDIX 11

APPENDIX 11: SELECTION OF FREE CITY COLLEGE MEDIA COVERAGE

Mayor Announces Agreement to Extend Free Tuition at City College of San Francisco

May 23, 2019 | CBS SF

San Francisco to be the first city in the US to offer free college

February 9, 2017 | CNBC

San Francisco becomes first city to offer free community college tuition to all residents

February 8, 2017 | PBS

San Francisco announces free community college for all residents

February 7, 2017 | USA Today

Free College: San Francisco Joins New York With Tuition-Free Plan

February 7, 2017 | Forbes

SF reaches deal for free tuition at City College

February 6, 2017 | SF Chronicle