MASTER AGREEMENT

BY AND BETWEEN THE

SAN FRANCISCO COMMUNITY COLLEGE DISTRICT

AND THE

SAN FRANCISCO COMMUNITY COLLEGE DISTRICT BOOKSTORE AUXILIARY

This Agreement is made and entered into this ___ day of __, 1995, by and between the San Francisco Community College District, hereinafter referred to as "District," and the San Francisco Community College District Bookstore Auxiliary, hereinafter referred to as "Auxiliary," an auxiliary organization established and operated as an integral part of the District.

PURPOSE

Administration by the Auxiliary of the functions and activities described herein, instead of administration by and through the District, is deemed to be more effective in accomplishing these functions and activities than would be possible under usual governmental budgetary, purchasing and other fiscal procedures.

AREAS OF SERVICE

The Auxiliary, through amendments to this Agreement, may administer functions or activities defined in Section 59259 of the California Code of Regulations, Title 5. Other services may be provided if first approved by the Board of Governors, California Community Colleges.

USE OF FACILITIES

The Auxiliary may occupy, operate and use District facilities and property separately or jointly with the District as identified by amendments to this Agreement.

The Auxiliary shall occupy, operate and use the facilities and property only for those services and functions that are consistent with the policies, rules and regulations, which have been or may be adopted by the Board of Trustees of the District.

Operations of the Auxiliary under this Agreement shall be integrated with District operations, and shall be under the
general supervision of the District officials. Such supervision shall be provided without cost to the Auxiliary.

The right to use any of the District facilities or equipment included in this Agreement or amendments shall cease upon written notice by the District Chancellor that the facilities are needed for the exclusive use of the District.

**REIMBURSEMENT FOR SERVICES AND FACILITIES**

The Auxiliary shall reimburse the District for expenditures incurred by the District as a result of the activities of the Auxiliary. This reimbursement shall include, but not be limited to, utility costs, custodial services, maintenance costs and supplies. Said reimbursement shall be computed on a simple but equitable basis. The District Chief Financial Officer, with the approval of the District Chancellor, shall determine and specify such costs and the amount thereof and reimbursement shall be made by the Auxiliary within thirty (30) days of receipt of a notice of such determination. The Bookstore Auxiliary shall pay the District a sum of $10.00 per annum for the use of District space needed to run the Bookstore Auxiliary Operation.

**AUDIT**

The independent CPA firm retained to audit the District will also audit the Auxiliary with the costs of that additional service paid by the Auxiliary.

**COVENANT**

During the term of this Agreement, the Auxiliary agrees to maintain its existence and to operate in accordance with Sections 72670-72682 of the California Education Code and with the Regulations of Sections 59250-59276 of the California Code of Regulations, Title 5, as well as the District's Implementing Regulations.

**SIGNS, FIXTURES, AND EQUIPMENT**

During the term of this Agreement, the Auxiliary shall have the right to erect, place and attach fixtures, signs and equipment in or upon facilities as authorized by the District Chancellor in writing as to number, size and location. Fixtures, signs or equipment so erected, placed, or attached by the Auxiliary shall
be and remain the property of the Auxiliary and be removed therefrom by the Auxiliary upon the termination of this Agreement or written direction of the Chancellor.

RIGHT OF ENTRY

It is understood and agreed that at any time the District, officers, employees and its agents shall have the right to enter described facilities or any part thereof for the purpose of examination or supervision.

INDIRECT COSTS

If the Auxiliary administers a Federally sponsored program, it shall reimburse the District for indirect costs associated with the performance of services by the District for the Auxiliary relating to the Federally sponsored project. Such reimbursement will take into consideration the District's Federal indirect cost rate and the approved indirect cost allocation, if any, of the Federal program award.

DISPOSITION OF EARNINGS

Income generated by the Auxiliary in excess of costs and appropriate provision for equipment, maintenance, working capital and reserves shall be used for the general benefit of the student body as determined by the Board of Directors. Money may be expended for services and property, including, but not limited to, parking facilities, stadia, student centers, student unions, health centers, bookstores or auxiliary facilities for use of students, faculty members, or employees of the San Francisco Community College District.

DISPOSITION OF ASSETS UPON DISSOLUTION

Upon dissolution of the corporation, its assets remaining after payment, or provisions for payment, of all debts and liabilities, shall be distributed to the District or one or more nonprofit corporations organized and operated for the benefit of the San Francisco Community College District, and approved by the Chancellor and Board of Trustees. Such nonprofit corporation or corporations must be qualified for Federal income tax exemption under Section 501(c)(3) of the Internal Revenue code of 1986, and be organized and operated exclusively for charitable and educational purposes.
GOOD STANDING

The Auxiliary must remain in good standing with the District. Otherwise, this Agreement will immediately terminate and the Auxiliary will terminate any contracts with third parties and meet the provisions of this Agreement entitled Distribution of Assets Upon Cessation.

EXPENDITURES FOR PUBLIC RELATIONS

With respect to expenditures for public relations or other purposes which would serve to augment District appropriations for operation of the District, the Auxiliary may expend funds in such amount and for such purposes as are approved by the Board of Directors of the Auxiliary. Prior to expenditures of such funds, the Auxiliary shall file with the District Chancellor a statement of its policy on accumulation and use of public relations funds. The statement will include the policy and procedure on solicitation of funds, source of funds, purposes for which the funds will be used, allowable expenditures and procedures of control.

ATTORNEY AND ACCOUNTANT SERVICES

The Board of Directors shall have the benefit of the advice and counsel of at least one attorney admitted to practice law in the State and at least one licensed certified public accountant. Neither the attorney at law nor the certified public accountant need be members of the Board of Directors.

REAL PROPERTY MATTER

The Board of Directors shall not enter into any contract or other business arrangement involving real property, either by lease involving payments of $25,000 or more per annum and/or duration terms of more than one year, or by purchase, without prior notification and consultation with the Chancellor.

THIRD PARTY AGREEMENTS BY AUXILIARY

The Auxiliary shall not enter into any contract that would obligate the District, its facilities, equipment or personnel, without the prior written approval of the District.
MAINTENANCE AND OPERATING EXPENSES

The Auxiliary agrees that it will keep and maintain the described facilities in a clean and orderly condition and shall at its own expense at reasonably frequent intervals, and in a lawful manner, dispose of all waste from the facilities. The Auxiliary further agrees that it will keep the described facilities in good repair.

INSURANCE, INDEMNIFICATION AND RESTORATION

The Auxiliary shall maintain in force during the term of this Agreement and all extensions thereof, public liability and property damage insurance and products liability insurance in the sum of $10,000,000 for injury to or death of an individual for each occurrence, in the sum of $10,000,000 for injury to or death of more than one person per occurrence, and in the sum of $10,000,000 for damage or property and products damage for each occurrence. This policy or policies of liability insurance shall contain the following endorsement:

The San Francisco Community College District, its Board of Trustees, and all of its other departments, boards, commissions, officers, employees, and agents are hereby declared to be additional insureds under the terms of this policy as to activities of the Auxiliary.

The liability insurance for the Auxiliary will be provided by the District through its Broker of Record as an addendum to the District's own insurance policy and the cost of adding the Auxiliary shall be paid by the Auxiliary. Additional insurance, if necessary, shall be provided in a similar fashion, if possible. If this is not possible, the Auxiliary may obtain additional insurance on its own.

No cancellation provision in any insurance policy shall be construed in derogation of the continuous duty of the Auxiliary to furnish insurance during the term of this Agreement. Said policy or policies shall be underwritten to the satisfaction of the District. A complete and signed certified copy of the policy shall be submitted to the District concurrently with the execution of the Agreement. At least thirty (30) days prior to the expiration of any policy, a signed certified copy of the policy showing that such insurance coverage has been renewed or extended shall be filed with the District.

The Auxiliary agrees to indemnify, defend, and save harmless the District, its officers, agents, and employees from any and all
loss, damage, or liability that may be suffered or incurred by
the District, its officers, agents, and employees caused by,
arising out of, or in any way connected with the use of the
described facilities by the Auxiliary or in connection with this
Agreement, provided that the loss, damage, or liability does not
arise from the intentional or negligent acts or omissions of the
District, its officers, agents, or employees.

Upon termination of this Agreement, District shall have the
option to require Auxiliary, at Auxiliary's own expense and risk,
to restore the facilities as nearly as possible to the condition
existing prior to the execution of the Agreement. But, if the
 Auxiliary shall fail to do so within ninety (90) days after
District exercises said option, District may restore the property
at the risk of Auxiliary, and all costs and expenses of such
removal or restoration shall be paid by Auxiliary upon demand of
District. District shall have the right to exercise this option
within thirty (30) days after the expiration of this Agreement,
but not thereafter.

NON-ASSIGNABILITY

This Agreement is not assignable by the Auxiliary either in whole
or in part, nor shall the Auxiliary permit anyone else to use the
described facilities or any part thereof without written
permission of the District Chancellor.

TERM OF AGREEMENT

This Agreement is for the term beginning on the first day of
, 199 , and ending on the day of , 199 , unless
sooner terminated as herein provided. This Agreement may be
terminated by either party giving sixty (60) days written notice,
subject to the provisions of this Agreement entitled Distribution
of Assets Upon Cessation.

DISTRIBUTION OF ASSETS UPON CESSION

Upon cessation of the operations of the Auxiliary under this
Agreement, unless extended or renewed, the net assets of the
auxiliary resulting or arising from this agreement shall be
either transferred to the District or expended for the benefit
of the District.
NOTICES

All notices herein required to be given, or which may be given by either party to the other, shall be deemed to have been fully given when made in writing and received by the President, Board of Directors, or District Chancellor.

Notice to the Auxiliary shall be addressed as follows:

President, Board of Directors
San Francisco Community College District
Bookstore Auxiliary
33 Gough Street
San Francisco, California 94103

Notice to the District shall be addressed as follows:

Chancellor
San Francisco Community College District
Conlan Hall
50 Phelan Avenue
San Francisco, California 94112

IN WITNESS WHEREOF, this Agreement has been executed in quadruplicate by the parties hereto as of the date first above written.

SAN FRANCISCO COMMUNITY COLLEGE DISTRICT

By

Del M. Anderson
Chancellor

SAN FRANCISCO COMMUNITY COLLEGE DISTRICT
BOOKSTORE AUXILIARY

By

Stephen J. Herman
President, Board of Directors
FIRST AMENDMENT TO MASTER AGREEMENT

BY AND BETWEEN THE

SAN FRANCISCO COMMUNITY COLLEGE DISTRICT

AND THE

SAN FRANCISCO COMMUNITY COLLEGE DISTRICT BOOKSTORE AUXILIARY

This Amendment is made and entered into this 21st Day of December 1995, by and between the San Francisco Community College District, hereinafter referred to as District, and the San Francisco Community College District Bookstore Auxiliary, hereinafter referred to as Auxiliary.

PURPOSE

The purpose of this Amendment is to establish the relationship between the District and the Auxiliary for the Auxiliary's operation of the Bookstore.

USE OF ASSETS

The Auxiliary may occupy, operate and use the following District facilities designated as the Bookstore on the Phelan Campus, the Bookstore on the Downtown Campus and the Book Operations on the John Adams, Alemany, Evans and Mission Campuses.

TERM OF THIS AMENDMENT

This Amendment shall provide for necessary use of facilities and assets for the Auxiliary to operate for five (5) years, commencing on December 22, 1995, through December 31, 2000. Unless a successor Amendment to the Master Agreement is agreed to between the District and the Auxiliary prior to the termination of this Amendment, all assets and facilities will automatically revert to the District.

SAN FRANCISCO COMMUNITY COLLEGE DISTRICT
By Del M. Anderson
Chancellor

SAN FRANCISCO COMMUNITY COLLEGE DISTRICT BOOKSTORE AUXILIARY
By Stephen J. Herman
President, Board of Directors
SECOND AMENDMENT TO MASTER AGREEMENT

BY AND BETWEEN THE

SAN FRANCISCO COMMUNITY COLLEGE DISTRICT

AND THE

SAN FRANCISCO COMMUNITY COLLEGE DISTRICT BOOKSTORE AUXILIARY

This Amendment is made and entered into this 21st Day of December 1995, by and between the San Francisco Community College District, hereinafter referred to as District, and the San Francisco Community College District Bookstore Auxiliary, hereinafter referred to as Auxiliary.

PURPOSE

The purpose of this Amendment is to establish a process through which the Board of Directors of the Auxiliary will determine on an annual basis the amount, if any, of the legally available and appropriate Bookstore funds that will be made available for the use of the Associated Students and the amount thereof that will be made available for fiscal year 1995-96.

PROCEDURES

When the annual budget is developed by the Board of Directors of the Auxiliary, the Directors shall review the level of financial commitment to the Associated Students based on a projection of year-end profit or loss and budget accordingly. The annual budget shall reflect appropriate provisions for equipment, maintenance, working capital and other reserves. For fiscal year 1995-96, the Board of Directors will budget $77,000.00 for the Associated Students plus the amount specified in San Francisco Community College District Board Resolution No. 940224-B13, which was adopted by the Board of Trustees on February 24, 1994.

TERM OF THIS AMENDMENT

This Amendment shall apply to the Auxiliary's budget process for the five (5) years, commencing on December 22, 1995, through December 31, 2000.

SAN FRANCISCO COMMUNITY COLLEGE DISTRICT  SAN FRANCISCO COMMUNITY COLLEGE DISTRICT BOOKSTORE AUXILIARY

By Del M. Anderson By Stephen J. Herman
Del M. Anderson Stephen J. Herman
Chancellor President, Board of Directors
THIRD AMENDMENT TO MASTER AGREEMENT

BY AND BETWEEN THE

SAN FRANCISCO COMMUNITY COLLEGE DISTRICT

AND THE

SAN FRANCISCO COMMUNITY COLLEGE DISTRICT BOOKSTORE AUXILIARY

This Amendment is made and entered into this 2nd Day of September, 1999, by and between the San Francisco Community College District, hereinafter referred to as District, and the San Francisco Community College District Bookstore Auxiliary, hereinafter referred to as Auxiliary.

PURPOSE

The purpose of this Amendment is to extend the term of the Master Agreement and Amendments One and Two by and between the San Francisco Community College District and the San Francisco Community College District Bookstore Auxiliary through December 31, 2010.

TERM OF THIS AMENDMENT

This Amendment shall extend the term of the Master Agreement and Amendments One and Two by and between the San Francisco Community College District and the San Francisco Community College District Bookstore Auxiliary District through December 31, 2010 unless and until a successor Amendment to the Master Agreement or Amendment One and Two is agreed to by and between the District and the Auxiliary prior to the termination of this Amendment.

SAN FRANCISCO COMMUNITY COLLEGE DISTRICT

By

Dr. Philip R. Day, Jr.
Chancellor

SAN FRANCISCO COMMUNITY COLLEGE DISTRICT BOOKSTORE AUXILIARY

By

Stephen J. Herman
President, Board of Directors
FOURTH AMENDMENT TO MASTER AGREEMENT

BY AND BETWEEN THE

SAN FRANCISCO COMMUNITY COLLEGE DISTRICT

AND THE

SAN FRANCISCO COMMUNITY COLLEGE DISTRICT BOOKSTORE AUXILIARY

This Amendment is made and entered into this 2nd Day of September, 1999, by and between the San Francisco Community College District, hereinafter referred to as District, and the San Francisco Community College District Bookstore Auxiliary, hereinafter referred to as Auxiliary.

PURPOSE

The purpose of this Amendment is to authorize a sublease agreement by and between the San Francisco Community College District and the San Francisco Community College District Bookstore Auxiliary for property owned by the Public Utilities Commission starting on or before October 1, 1999 for $59,305.68 a year with a CPI escalator each July 1 for a period of seven years with the possibility of a 2 year extension.

TERM OF THIS AMENDMENT

This Amendment shall authorize a sublease agreement by and between the San Francisco Community College District and the San Francisco Community College District Bookstore Auxiliary for property owned by the Public Utilities Commission starting on or before October 1, 1999 for $59,305.68 a year with a CPI escalator each July 1 for a period of seven years with the possibility of a 2 year extension. The term of this Amendment by and between the San Francisco Community College District and the San Francisco Community College District Bookstore Auxiliary District shall be through December 31, 2010 or the end of the term of the Master Lease by and between the San Francisco Community College District and the Public Utilities Commission, whichever comes first, unless and until a successor Amendment to the Master Agreement or to this Amendment is agreed to by and between the District and the Auxiliary prior to the termination of this Amendment.

SAN FRANCISCO COMMUNITY COLLEGE DISTRICT

By

Dr. Philip R. Day, Jr.
Chancellor

SAN FRANCISCO COMMUNITY COLLEGE DISTRICT BOOKSTORE AUXILIARY

By

Stephen J. Herman
President, Board of Directors
NOTES:

A one year extension to December 31, 2011 was approved by the San Francisco Community College District Board of Trustees on December 16, 2010. RES # 101216-S1

A two year extension to December 31, 2013 was approved by the San Francisco Community College District Board of Trustees on October 27, 2011 RES. # 111027-S1.

The Fourth amendment regarding PUC Lease and rent became moot on May 17, 2012 when title to the land was transferred to the San Francisco Community College District. No further rent payments are to be made.

A ten year extension to December 31, 2023 was approved by the San Francisco Community College District Board of Trustees on December 13, 2012, RES. # 121213-S3.