

Collaboration Agreement

Whereas, the Foundation for California Community Colleges (FCCC) and the Network of California Community College Foundations (NCCCCF) desire to offer all member institutions expanded benefits of Council for Advancement And Support of Education (CASE) membership; and

Whereas, the FCCC desires to support the NCCCCF, and FCCC and NCCCCF desire that CASE present an annual conference for community college advancement to be hosted in California (Conference),

Therefore be it agreed that:

1. Parties to Agreement

The parties to this agreement ("Agreement") are as follows:

1A. Foundation for California Community Colleges (FCCC)
1102 Q St., Suite 3500
Sacramento, CA 95811

1B. Network of California Community College Foundations (NCCCCF)
1102 Q St., Suite 3500
Sacramento, CA 95811

1C. Council for Advancement and Support of Education (CASE)
1307 New York Ave. NW, Suite 1000
Washington, DC 20005

The parties identified in Section 1 shall collectively hereinafter be referred to as the "Parties."

2. Membership & Dues

2A. Current NCCCCF members, including FCCC staff, will be deemed members of CASE by virtue of their NCCCCF membership, and receive CASE membership benefits, effective the latter of Feb. 1, 2012, or the date this agreement is executed by all Parties ("Effective Date"). CASE will provide these gratis CASE memberships from the Effective Date through June 30, 2012 to current NCCCCF members. In addition, CASE will provide gratis CASE memberships to California Community colleges and foundations that are not currently NCCCCF members, to help promote increased NCCCCF membership enrollment by July 1, 2012. CASE will credit NCCCCF \$2,815 toward its July 1, 2012 dues invoice for 2011-12 dues already paid by CASE members with pay-through dates after July 1, 2012. Notwithstanding the foregoing, the Parties agree that all such members must meet the qualifications for one of the classes of membership set forth in CASE's bylaws, and further that voting membership in CASE is only available to particular types of educational institutions as set forth in CASE's bylaws.

2B. Thereafter, CASE membership dues will be paid at the published institutional or district rate (CASE Membership Dues) by FCCC for all NCCCCF members in one lump sum annually on

or before October 31. [See addendum #1 for complete list of all potential NCCCCF member institutions and dues rates.] In order to accommodate the annual lump sum billing for the group, the annual CASE renewal date for all NCCCCF members shall be October 1 beginning in 2014.

2C. FCCC will subsidize the difference between NCCCCF member dues and CASE Membership Dues as part of FCCC's ongoing annual support of NCCCCF.

2D. CASE will establish a membership coordinator at each member institution or district for the purpose of managing member rosters and Premier upgrades.

2E. NCCCCF and FCCC agree to publicly describe, verbally or in print, the CASE membership as "FCCC sponsors CASE membership as a benefit of NCCCCF membership."

3. Benefits & Services

In addition to the standard benefits and services provided to regular members (See Addendum #2), CASE will provide the following services and benefits, provided NCCCCF membership remains at a minimum of 80 institutions and districts for the first year of this Agreement and 85 institutions and districts thereafter:

3A. One complimentary CASE Premier membership for each NCCCCF member institution and foundation (normally \$95 per person).

3B. Free access to the online Benchmarking Toolkit for all California community colleges.

3C. Free Listserv for California members.

3D. Free quarterly networking/conference calls.

3E. The Director of the CASE Center for Community College Advancement, or his designee, will participate in NCCCCF board meetings when appropriate and as invited by the NCCCCF Board Chair to receive input on programs and services for members.

3F. One current NCCCCF Board member will be selected by CASE to serve on the Center for Community College Advancement Advisory Committee.

3G. One member of the FCCC Executive Management Team (President and Chief Executive Officer or designee) will serve on the CASE Center for Community College Advancement Advisory Committee as an ex officio member.

4. Annual Conference

4A. In furtherance of its charitable and educational purposes, CASE will organize, manage and present an annual Conference in California for community college advancement professionals, assuming all financial risk and reward for the Conference. The term "advancement professionals" in this Agreement is understood by all parties to mean anyone engaged in fundraising, alumni relations, marketing and communications activities for a community college (Advancement Professionals) and may include board members, trustees, college presidents, college staff and foundation staff.

4B. The Conference will be held annually in October unless all Parties mutually agree to change to another month, which agreement must be in writing signed by all authorized signers for the Parties.

4C. The name of the Conference shall be the "Conference for Community College Advancement." The Conference will be marketed nationally.

4D. NCCCF will receive recognition as the "host of the Conference" in marketing and Conference materials, and at the Conference.

4E. FCCC will receive recognition as a top-level sponsor in marketing and Conference materials, and at the Conference.

4F. CASE will promote the conference through its website, publications, program catalog, email, direct mail and social media, consistent with similar CASE programs and existing visual identity standards.

4G. CASE will form a 10-12 member volunteer Conference program planning committee that includes three NCCCF members and one FCCC staff member.

4H. As members of the Conference planning committee, NCCCF and FCCC members will be responsible for planning any sessions and gatherings exclusively for California community colleges within the conference. CASE will provide appropriate meeting rooms and times, to be agreed upon by the Conference planning committee. CASE will work in collaboration with NCCCF and FCCC members to accommodate the California-specific sessions as part of the Conference.

4I. CASE will freeze early bird and post-early bird Conference registration fees for all existing and new NCCCF members, FCCC staff and Board members, and California Community Colleges Chancellor's Office Staff and Board of Governors members at \$450 and \$550 per person respectively through 2014, and establish a higher registration rate for other attendees. CASE will remit to NCCCF \$100 for each NCCCF member registrant, up to \$20,000, within 60 days of the conclusion of the conference. The Parties will include language in California-directed promotion and registration materials similar to this: "A portion of your conference registration supports the work of the Network of California Community College Foundations." After 2014, the registration fee for NCCCF members can be adjusted based on inflation and changes to the Conference. Year-over-year fee increases for NCCCF members will be proportional to increases for other attendees. Beginning November 1, 2014, CASE must notify NCCCF and FCCC of any adjustments to registration fees by November 1 annually. NCCCF members will continue to benefit from a special unpublished discounted registration fee that will be substantially less than the nationally published member registration rate for the duration of this Agreement.

4J. NCCCF and FCCC agree not to execute or produce a conference for Advancement Professionals similar to the Symposium/Conference for the duration of this Agreement, without express written consent from CASE. It is anticipated that NCCCF and/or FCCC will plan, conduct and sponsor other types of programs for community colleges in California, such as advocacy on state legislative issues, group purchasing, or other programs. In addition, NCCCF and/or FCCC may conduct California Community College topic-specific webinars or other similar group communication activities as needed by NCCCF members or other California Community College affinity groups.

4K. FCCC and NCCCF will continue to be involved in existing California vendor Conference sponsorships, program advertising, and exhibit rentals, for which CASE shall pay NCCCF a 15 percent commission. This pertains only to local California companies engaged in the Conference, not to national companies already engaged in other CASE conferences. Exhibit rental, sponsorship rates and program advertising rates will be established by CASE, and CASE will invoice and manage all collections. CASE will collaborate with FCCC and NCCCF regarding exhibit rental, sponsorship rates and program advertising rates for existing, local California vendors.

4L. FCCC and NCCCF will supplement CASE marketing efforts by promoting the Conference to California community colleges.

5. Agreement Renewal and Termination

5A. This agreement shall renew automatically on October 1 of each year (“Annual Renewal Date”).

5B. This agreement can be terminated effective September 30 of any year, without cause, by any one of the three parties to the agreement providing written notice of intent not to renew to the other two parties.

5C. Notice of intent not to renew must be made in writing to both other parties to this agreement by or before December 1 prior to the Annual Renewal Date.

5D. Nonrenewal by any one of the three parties shall terminate this contract in its entirety as of the applicable Annual Renewal Date.

6. Indemnification

6A. Each Party to this Agreement (individually, an “Indemnitor”) agrees to indemnify, defend and hold harmless the other Parties, and each of their directors, officers, employees and successors and each of them (collectively, “Indemnitees”) against any and all losses, liabilities, claims, actions, suits, proceedings, penalties, fines, damages, costs or expenses, including, but not limited to, reasonable attorneys’ fees, resulting from, arising out of, or connected with any claim for damages brought against any Party or its Indemnitees by third parties occurring as a direct result of breach of this Agreement by any other Party and/or its own Indemnitees.

6B. In addition, regarding any annual CASE Conference for Community College Advancement Conference (“Conference”), CASE agrees to indemnify, defend and hold harmless the other Parties and their Indemnitees against any and all losses, liabilities, claims, actions, suits, proceedings, penalties, fines, damages, costs or expenses, including, but not limited to, reasonable attorneys’ fees, resulting from, arising out of, or connected with personal injury and/or property damage associated with the Conference to the extent proximately caused by the negligence of CASE, its employees, or subcontractors.

7. General Terms and Conditions

7A. Non-waiver. The failure of any Party, whether purposeful or otherwise, to exercise in any instance any right, power or privilege (including but not limited to waiver) under this


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Agreement or under law of this Agreement shall not constitute a waiver of any other right, power or privilege, nor of the same right, power or privilege in any other instance.

7B. Severability. If any part of this Agreement is found invalid or unenforceable, that part will be amended to achieve as nearly as possible, the same economic effect as the original provision and the remainder of this Agreement will remain in full force and effect.

7C. Execution of this Agreement. The Parties agree that this Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which together shall constitute one and the same instrument, and that a photocopy or facsimile may serve as an original. If this Agreement is executed in counterparts, no signatory hereto shall be bound until both the parties have fully executed a counterpart of this Agreement.

7D. Construction of Agreement. All Parties have participated in the negotiation and drafting of this Agreement and have had the opportunity to consult with legal counsel of their own choice regarding this Agreement. The terms and conditions of this Agreement shall not be construed against any party as the drafting party.

7E. Law to Govern; Venue. This Agreement shall be interpreted, governed and construed in accordance with the internal substantive laws of the State of California. Any dispute or claim arising from this Agreement shall be resolved in a state or federal court in Sacramento, California. The parties specifically submit to the personal jurisdiction and subject matter jurisdiction of the state and federal courts located in Sacramento, California.

7F. Entire Agreement. This Agreement constitutes the entire, complete, final and exclusive agreement between the Parties with respect to the subject matter hereof and supersedes and replaces any and all prior and contemporaneous communications between the Parties regarding such subject matter.

7G. Captions and Interpretation. Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. Paragraph headings shall not be deemed to define, limit or extend the scope or intent of the paragraphs to which they appertain.

7H. Additional Provisions. The Parties warrant that they are all charitable, educational organizations described in Internal Revenue Code Section 501(c)(3). Further, the Parties are independent parties, and no Party shall represent to any third party that it is the agent or representative of any other Party. No Party shall incur any obligation or liability in the name of or in behalf of any other party.

Agreed to by:

Keetha Mills

Keetha Mills (Jul 25, 2014)

Date: Jul 25, 2014

Keetha Mills, President and Chief Executive Officer, Foundation for California Community Colleges

Melissa Conner

Melissa Conner (Jul 17, 2014)

Date: Jul 17, 2014

Melissa Conner, Vice President, Advancement, Foundation for California Community Colleges

Linda Fogerson
Linda Fogerson (Aug 5, 2014)

Date: Aug 5, 2014

Linda Fogerson, President, Network of California Community College Foundations

John Lippincott
John Lippincott (Aug 18, 2014)

Date: Aug 18, 2014

John Lippincott, President, Council for Advancement and Support of Education

ADDENDUM #1:

LIST OF POTENTIAL NCCCF MEMBER FOUNDATIONS AND CASE DUES RATES	FOUNDATION	CASE 2012-13 dues - based on college district*
Allan Hancock College Foundation		\$1,150
American River College Foundation		
Antelope Valley College Foundation		\$1,525
Bakersfield College Foundation		\$1,525
Barstow College Foundation		\$550
Butte College Foundation		\$1,150
Cabrillo College Foundation		\$1,150
Cerritos College Foundation		\$1,525
Cerro Coso Community College Foundation		
Chabot College Foundation		\$1,525
Chaffey College Foundation		\$1,150
Citrus College Foundation		\$1,525
Coast Community College District Foundation		\$1,825
Coastline Community College Foundation		
College of Marin Foundation		\$790
College of the Canyons Foundation		\$1,525
College of the Desert Foundation		\$790
College of the Redwoods Foundation		\$790
College of the Sequoias Foundation		\$1,150
College of the Siskiyous Foundation		\$550
Columbia College Foundation		
Contra Costa College Foundation		\$1,825
Copper Mountain College Foundation		\$550
Cosumnes River College Foundation		
Crafton Hills College Foundation		
Cuesta College Foundation		\$1,150
Cuyamaca College Foundation		\$1,525
Cypress College Foundation		
Diablo Valley College Foundation		
East Los Angeles College Foundation		\$1,825
El Camino College Foundation		\$1,525
Feather River College Foundation		\$550
Folsom Lake College Foundation		
Foothill-De Anza Community Colleges Foundation		\$1,825
Foundation for Compton Community College District		\$790
Foundation for Santa Barbara City College		\$550
Foundation for South Orange County Community College District		\$1,525
Foundation of City College of San Francisco		\$1,150
Fullerton College Foundation		
Gavilan College Educational Foundation		\$790
Glendale College Foundation		\$1,150
Golden West College Foundation		
Grossmont College Foundation		
Hartnell College Foundation		\$790

Imperial Valley College Foundation	\$790
Irvine Valle College Foundation	
Lake Tahoe Community College Foundation	\$550
Las Positas College Foundation	
Lassen College Foundation	\$550
Long Beach City College Foundation	\$1,525
Los Angeles City College Foundation	
Los Angeles Harbor College Foundation	
Los Angeles Mission College Foundation	
Los Angeles Southwest College Foundation	
Los Angeles Trade-Tech College Foundation	
Los Angeles Valley College Foundation	
Los Medanos College Foundation	
Los Rios Community College District Foundation	\$1,825
Mendocino College Foundation	\$790
Merced College Foundation	\$1,150
MiraCosta College Foundation	\$790
Miramar College Foundation	
Mission College Foundation	
Modesto Junior College Foundation	\$1,525
Monterey Peninsula College Foundation	\$790
Moorpark College Foundation	\$1,525
Mt. San Antonio College Foundation	\$1,525
Mt. San Jacinto College Foundation	\$790
Napa Valley College Foundation	\$790
North Orange County Community College District Foundation	\$1,825
Ohlone College Foundation	\$790
Orange Coast College Foundation	
Oxnard College Foundation	
Palo Verde College Foundation	\$550
Palomar College Foundation	\$1,525
Pasadena City College Foundation	\$1,825
Peralta Colleges Foundation	\$1,825
Pierce College Foundation	
Porterville College Foundation	
Rancho Santiago Community College District Foundation	\$1,825
Rio Hondo College Foundation	\$1,150
Riverside Community College Foundation	\$1,525
Sacramento City College Foundation	
Saddleback College Foundation	
San Bernardino Valley College Foundation	\$1,525
San Diego City College Foundation	
San Diego Community College District Foundation	\$1,825
San Diego Mesa College Foundation	
San Joaquin Delta College Foundation	\$1,150
San Jose/Evergreen Community College District Foundation	\$1,525
San Mateo Community Colleges Foundation	\$1,525
San Mateo Community Colleges Foundation	
Santa Ana College Foundation	
Santa Monica College Foundation	\$1,525
Santa Rosa Junior College Foundation	\$1,525

Santiago Canyon College Foundation	
Shasta College Foundation	\$1,150
Sierra College Foundation	\$1,150
Solano College Educational Foundation	\$1,150
Southwestern Community College Foundation	\$1,525
State Center Community College Foundation	\$1,525
Taft College Foundation	\$790
Ventura College Foundation	
Victor Valley College Foundation	\$790
West Hills Community College Foundation	\$790
West Los Angeles College Foundation	
West Valley-Mission Advancement Foundation	\$1,525
Woodland Community College Foundation	
Yuba Community College District Foundation	\$1,150
Foundation for California Community Colleges	\$1,330
One-time credit to NCCCF for pre-paid 2011-12 CASE dues	(\$2,815)
TOTAL POTENTIAL CASE DUES FOR 2012-13	\$86,130
<p>* Foundations with a blank dues amount are part of a district with more than one foundation. CASE charges only one membership rate based on district enrollment, which covers all foundations within that district.</p>	

ADDENDUM #2:

CASE STANDARD AND PREMIER MEMBER BENEFITS AND SERVICES

(P) denotes a CASE Premier Membership benefit.

Professional Development and Staff Recruitment

- **Conferences and online seminars** - Nearly 100 conferences and online seminars each year offer practical solutions to professionals at all experience levels in all advancement disciplines. Member institutions receive up to 40 percent off the regular conference rate. Members with premier-level benefits receive special savings on select conferences. **(P)**
- **Career Central**- Provides key career services geared to both job seekers and employers, including job listings and postings.
- **Advancement Talk: Monthly Podcasts (P)** - Keep up-to-date on the latest developments in advancement with these informative podcasts. Learn what trends lay on the horizon, get briefings on the most critical management issues, get tips on staffing strategies and much more.

Publications

- **CURRENTS (P)** - Members with premier-level benefits receive this award-winning magazine nine times a year and have exclusive access to an online digital version and a searchable database of past CURRENTS articles.
- **Books** - CASE publishes dozens of titles geared to every facet of the advancement field with practical information that directly serves readers' needs. Member institutions receive a discount.
- **White Papers (P)** - CASE white papers explore advancement concepts, best practices, trends and research of interest to advancement leaders and decision-makers in alumni relations, communications, fundraising, marketing and related areas.
- **Advancement Weekly E-Newsletter (P)** - This timely e-newsletter will help you manage people, budgets and resources with confidence

Resources and Services

- **CASE InfoCenter (P)** - Knowledgeable staff offer members with premier-level benefits personalized assistance to find targeted resources for their needs.
- **MatchMyGift™ App for Smartphones (P)** - Perfect for your on-the-go meetings with donors, the app allows you to verify if a donor is matching gift eligible, confirm if an employer has a matching gift program, review corporation policies and procedures, and more.
- **Resources for Institutionally Related Foundations** - Provides college and university foundations with training, information and resources.
- **CASE Affiliated Student Advancement Programs** - This association encourages student involvement in advancement. Member institutions can join CASE ASAP for a nominal annual fee.
- **Office, meeting and event space at CASE** - Member institutions conducting business or hosting school, college or university events can request access to free meeting and event space at any of the three CASE offices.

Surveys, Benchmarking and Research

- **CASE Benchmarking Toolkit** - The new benchmarking toolkit helps advancement professionals benchmark activities, staffing, budgets and other aspects of their programs with those of peer institutions through self-selected communities of practice.

Communities use the CASE Benchmarking Toolkit to design and conduct their own surveys, review results, and instantly download charts directly into reports.

- **Advancement Compensation Survey** - North American member institutions continuously update this ongoing survey of advancement salaries.
- **CASE Survey of Educational Fundraising Campaigns** - This annual survey of North American member institutions is based on the CASE Campaign Standards, developed to ensure uniform reporting of campaign results. Only professional members can access past survey data.
- **CASE Member Magazine Readership Survey** - This Web-based survey, sponsored by Qualtrics, is designed to help members gain understanding of how their constituents read their most important periodical publication (usually a magazine) and compare their results to those of peer institutions.
- **Other surveys** - CASE conducts a number of surveys and other research projects on the advancement profession each year and makes the results available to members.

Networking and News

- **Member Directory** - All members are listed in the online directory and have basic contact search capabilities. Expanded search features including primary responsibility, institution type, advancement experience and more are available to members with premier-level benefits. **(P)**
- **Volunteer and leadership opportunities** - Get involved with CASE as a volunteer leader, speaker, judge, conference planner, author or more. In doing so, you will not only contribute to the development of the profession but grow your network of advancement colleagues.
- **Listservs** - Find a quick answer, seek advice and connect with colleagues through advancement-related discussion groups.
- **e-Headlines** - Each weekday morning, CASE posts the top education-related headlines from leading U.S. and international news sources on its Web site. Members can opt for inbox delivery of this feature.
- **BriefCASE** - This monthly e-newsletter highlights advancement-related news, research and trends.
- **Public policy** - CASE updates member institutions about advancement-related news, legislation and policy decisions in Congress, the White House and federal agencies.
- **Social networks** - Connect with peers, ask other advancement professionals questions and join discussions on any of CASE's social network pages including: Facebook, LinkedIn, Twitter, Asia-Pacific Ning group and Europe's Matched Funding Ning group.

Awards

- Award programs that recognize outstanding work, best practices and scholarship in advancement include the CASE Circle of Excellence Awards, District awards programs and research awards.
- Awards honoring individuals or organizations for leadership and contributions to the advancement profession include the Distinguished Service Awards, CASE Commonfund Institutionally Related Foundation Awards, State Government Relations Awards, CASE ASAP Awards, U.S. Professors of the Year, CASE Crystal Apple teaching awards, and District faculty stars.

Scholarships

- CASE sponsors several annual scholarships, including International Scholarships Program to defray member fees toward conference attendance, the Virginia Carter

Smith Scholarship Program for newcomers at member institutions and the SimpsonScarborough Scholars Program for new communications and marketing practitioners in the educational advancement profession .

Affinity Programs

In addition to CASE's own member discounts on hundreds of products and services, a growing list of Educational Partners and affiliated companies offer discounted services to members, including:

- LexisNexis™ for development professionals and LexisNexis™ Butterworths
- Club Quarters
- Qualtrics (online survey tools)
- U.S. Newswire
- eWatch™
- *PRWeek* Magazine
- Journal of Sponsorship
- Informz
- enetrix
- PEG Alumni Attitude Study©
- Heldref Publications
- Landmark Merchant Solutions
- Alamo and National Car Rental Discounts **(P)**

**ADDENDUM #3:
EXISTING NCCCF AND FCCC CALIFORNIA VENDOR RELATIONS THAT THEY WILL
CONTINUE TO STEWARD AND SOLICIT AND FOR WHICH CASE SHALL PAY NCCCF A
15% COMMISSION.**

Netzel Grigsby
Pepsi Bottling
Magellan Group
Wells Fargo Advisors