

MASTER AGREEMENT
BY AND BETWEEN
THE CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT
AND
FRIENDS OF CHABOT COLLEGE

This Agreement is made and entered into on May 21, 2013 by and between the Chabot-Las Positas Community College District, hereinafter referred to as "District," and the Friends of Chabot College, a nonprofit organization established and operated to support Chabot College ("College"). The District and the Friends of Chabot College (hereinafter referred to as "the Corporation") are referred to collectively herein as the "Parties."

The Corporation's Articles of Incorporation and Bylaws provide that the Corporation is organized under California Nonprofit Public Benefit Corporation Law (Cal. Corp. Code, §§ 5110-6815) and operates exclusively for charitable and educational purpose within the meaning of Section 501(c)(3) of the Internal Revenue Code. The specific purpose of the Corporation, established in its Articles of Incorporation and Bylaws, is to advance the interests and promote the welfare of Chabot College. The Corporation's Bylaws provide that upon dissolution, liquidation or winding up of the corporation, its assets remaining after payment, or provision for payment, of all debts and liabilities of the corporation shall be distributed to the Board of Trustees of the District to be used for the benefit of Chabot College.

The Corporation, through its Board of Directors, seeks to be designated by the District's Board of Trustees as an Auxiliary Organization pursuant to Education Code section 72670(e) in accordance with all of the provisions of Education Code section 72670 et seq. and 5 CCR 59250 et seq. This Agreement is intended to meet the requirements set forth in 5 CCR 59251(b) and 59255(e) for a written agreement between the Corporation and the District, which must be submitted to the State Chancellor along with copies of the Corporation's Articles of Incorporation and Bylaws.

CONFORMANCE WITH LAWS, REGULATIONS, POLICIES AND PROCEDURES

1. The Corporation shall maintain its organization and operate in accordance with sections 170(b)(1)(A), 501(c)(3), and 509(a)(1) of the Internal Revenue Code of 1986, and Government Code section 12580 and shall maintain compliance with all requirements thereof at all times.
2. The Corporation shall maintain its Articles of Incorporation, Bylaws, organization and operations in accordance with Education Code sections 72670 et seq. and 5 CCR 59250 et seq.
3. The Corporation shall operate in compliance with District Board Policy 3600 and District Administrative Procedure 3600.
4. Rules and procedures for the administration of auxiliary organizations may be revised as necessary by the Chancellor or designee by amendment to District Administrative Procedure 3600. The Chancellor or designee shall notify the Corporation Board of Directors promptly in writing of such revisions and inform the Board of Directors of the

date by which any changes in the organization's procedures must be accomplished.

AUTHORIZED CORPORATION FUNCTIONS AND ACTIVITIES

5. The Corporation shall undertake administration of its functions, in support of the goals and objectives of the District and College as led by the District's Trustees, Chancellor and President, for the purpose of involving and gaining the support of alumni and members of the community and generating revenue in support of the College.
 - To eliminate the undue difficulty that would otherwise arise under the usual governmental budgetary, purchasing and other fiscal controls except as expressly prohibited by the Education Code or Title 5, or the District's procedures; or
 - To provide fiscal procedures and management systems facilitating effective coordination of the Corporation's supportive activities with the District and College in accordance with sound business practices.

6. The Corporation's activities, services and programs shall be conducted for the general benefit of the College and are limited to the functions set forth in 5 CCR 59259. The Corporation is authorized by the District to conduct the following services, programs and functions:
 - Solicitation and receipt of gifts, bequests, devises, endowments and trusts for the benefit of the College and its students;
 - Scholarships;
 - Fundraising activities for the benefit of the College and its students;
 - Alumni activities;
 - Activities to build public support for the College and the District; and
 - Public relations programs.

The disposition of net earnings derived from the operation of the auxiliary organization, including earnings derived from facilities owned or leased by the auxiliary organization, shall be dedicated solely to the services, program and functions authorized herein and the establishment of fiscally prudent financial reserves.

7. The Corporation may be authorized by the District to perform additional services, programs and functions in one or more written contracts between the Parties. The Corporation shall provide only those services, programs and functions authorized by a written agreement with the District.

8. The Corporation shall be responsible for maintenance and payment of its operating expenses. The Corporation may expend funds in such amounts and for such purposes as are approved by the Board of Directors of the Corporation with relation to public relations funds or other purposes which would serve to augment appropriations to the College. The Corporation shall file with the District Chancellor and College President ("President") a statement of its policy on accumulation and use of such 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.

9. If the President determines that any activity or appropriation planned by the Corporation is not consistent with District policy, the activity or appropriation shall not be

implemented. Further, should an activity or appropriation which has received approval, upon review, be determined by the President to be an operation outside the acceptable policy of the Board of Directors or the District, then that activity or appropriation shall be discontinued by direction of the President until further review is accomplished and an appropriate adjustment is made.

10. Funds of the Corporation shall be used for purposes consistent with District policy and shall not be used:
 - To support or oppose any candidate for public office, whether partisan or not, or to support or oppose any issue before the voters of this state or any subdivision thereof or any city, municipality, or local governmental entity of any kind.
 - To make personal loans for non-educationally related purposes, except that such loans may be made when specifically authorized by a trust instrument under which funds were received.

11. The Corporation recognizes that the Board of Trustees retains the right to name all District facilities and properties consistent with District policies. The Corporation is not permitted to use the name of the District or any college associated with the District unless it is approved by the Board of Trustees. The Board of Trustees will generally require naming gifts proposed by the Corporation to meet one or more of the following criteria:
 - The name lends prestige to the District, college, staff and community and acknowledges persons who have made a contribution to benefit the advancement of education.
 - The name designates natural or geographic features.
 - The name designates the function of a facility or property.
 - The name reflects a traditional theme of the District community.
 - The name recognizes persons who have made outstanding contributions in the specific field for which the facility is established.
 - The name recognizes historical events, or geographical locations.
 - District facilities will be named for prominent residents (or former residents) of the District, especially those who have contributed significantly for the development and operation of a college within the District. Facilities may be named for both living and deceased individuals. It is not permitted for facilities to be named for any person that remains actively employed by the District.

DISTRICT SERVICES PROVIDED TO THE CORPORATION, ITS USE OF DISTRICT FACILITIES, AND ITS REIMBURSEMENT OBLIGATIONS

12. In accordance with Civic Center Act (Education Code § 82542), the Corporation may occupy, operate and use such District facilities as are mutually identified as appropriate and are consistent with the policies, rules, and regulations which have been or may be adopted by the Board of Trustees. The Corporation agrees that it will keep and maintain the described facilities in a clean and orderly condition. The District shall pay for normal, reasonably anticipated maintenance costs and repairs.

13. The District may charge the Corporation for the use and occupancy of District facilities

to be used by the Corporation in connection with the performance of its functions. The District agrees to provide the Corporation with the use of office space at no charge for fiscal years 2012-2013 through 2014-2015. Thereafter, the District shall provide the Corporation with at least 90 days written notice prior to the end of any fiscal year if the District decides to charge the Corporation for the use of District facilities for the upcoming fiscal year. Such written notice, if any, shall specify the facilities to be utilized and the amount of rent to be charged on an annual basis. Any rental charge shall not require involved methods of computation.

14. The right to use any of the District facilities or equipment included in this Agreement or amendments shall cease upon written notice by the Chancellor or President that the facilities are needed for the exclusive use of the District.
15. The District and its agents shall have the right to enter District facilities utilized or occupied by the Corporation or any part thereof for the purpose of examination or supervision.
16. The District reserves the right to charge the Corporation for costs related to excessive use or beyond normal wear and tear of District facilities utilized by the Corporation.
17. The District shall provide services performed by the District, District employees, or District agents in support of the Corporation as may be agreed by the Parties in advance in writing.
18. The Corporation shall provide full reimbursement to the District for the costs of services performed by the District employees under the direction of the Corporation including, but not limited to, the salary and benefits of Corporation support staff employed by the District. The Corporation shall reimburse the District for that portion of the employee's full-time assignment (and corresponding benefits) that is spent in providing said services. Methods of proration where services are performed by District employees for the Corporation shall be simple and equitable. Notwithstanding the foregoing requirement for full reimbursement, up to 50% of the reimbursement by the Corporation may be made in the form of non-monetary benefits that the Corporation provides to the District, such as increased community awareness or other such benefits that are agreed upon by District officials and the Corporation. Such non-monetary benefits shall be assigned a good-faith reimbursement value by the District. The District and Corporation shall mutually determine at least annually and in all cases in advance of the performance of such services the cost and/or the method for determining the amount to be reimbursed by the Corporation for such services. The District shall not provide District employee services to the Corporation unless the services to be provided and the Corporation's reimbursement obligations have been agreed upon in writing in advance. If the Corporation, with the approval of its Board of Directors and the President undertakes involvement with a specially funded program (including federally sponsored program), the Corporation and the District shall in advance of such involvement determine a mutually agreeable method of determining to what extent the Corporation shall be liable for indirect costs relating to such program.

ACCOUNTING AND REPORTING

19. The fiscal year of the Corporation shall coincide with that of the District. The Corporation shall utilize and abide by the District's accounting system in accordance with generally accepted accounting principles. The Corporation shall adhere to the District's financial standards in order to assure the fiscal viability of the Corporation. Such standards shall include proper provision for professional management, adequate working capital, and adequate reserve funds for current operations, capital replacements, contingencies and adequate provisions for new business requirements.
20. The Parties agree that the District shall provide financial recordkeeping, disbursements, cash management, and auditing functions for the Corporation as outlined in the District's Policies and Procedures. Financial activities of the Corporation shall be administered and reported in accordance with prudent business practices and generally accepted accounting principles.
21. The District shall provide to the Corporation financial statements and schedules of investments and savings at the Board of Directors meetings on a quarterly basis. Transactions of the Corporation to be reported include, but are not limited to, purchases, disbursements, recording revenues, investments, and donation of assets. The District shall provide year-end reporting for the Corporation to the Board of Directors at the Corporation's first quarterly meeting at least 90 days after the end of the current fiscal year.
22. The District shall maintain adequate records and cause to be prepared an annual audit report on behalf of the Corporation, as a component unit of the District, which reflects the Corporation's operations and financial status. Such audit shall be conducted as part of a fiscal audit of the District itself with assistance from Corporation staff. The audit shall be performed by a certified public accountant in accordance with auditing standards generally accepted in the United States of America. The audit shall be a public record, except as otherwise provided by law.
23. The Corporation may hold and invest endowments and funds functioning as endowments on a long-term basis. Such instruments must be consistent with the terms of the gift instrument. Investment operation shall be conducted in accordance with prudent, sound practices to ensure that gift assets are protected and enhanced and that a reasonable return is achieved, and with due regard for the fiduciary responsibilities of the Corporation's governing board. The Business Office of the District shall review investment procedures and results annually and report findings to the Board of Directors of the Corporation, the President, the Chancellor, and the Board of Trustees.
24. The Corporation may open bank accounts only for investment purposes with the approval of its governing board. The Corporation shall provide copies of all records related to such accounts to the District on a regular basis and promptly at any time upon request of the District.
25. The Corporation shall not enter into any contract or other business arrangement involving real property either by lease involving payments of more than \$25,000 per annum and duration terms of more than one year, or by purchase without prior

notification and approval by the President.

26. Income generated by the Corporation in excess of costs and provisions for equipment, maintenance, reserves, and working capital shall be used to benefit the College.
27. The Board of Directors of the Corporation shall establish and adopt capital provisions to insure fulfillment by the Corporation of the terms of this Agreement.
28. The Corporation shall be maintained in accordance with District policies approved by the Trustees and regulations approved by the Chancellor. No funds or resources, other than funds or resources derived from gifts or bequests, shall be transferred by the District to the Corporation for the purpose of either avoiding laws or regulations which constrain community college districts or provide the District or College with an unfair advantage with respect to the application of any state funding mechanism. Such state funding mechanisms include, but are not limited to, general apportionment funding, capital outlay funding and funding for programs and services for handicapped students.
29. Trust funds under the control of the Corporation shall be used specifically for the purpose designated in the instrument creating the trust. The Corporation shall adopt a uniform procedure for recording donor intent for such gifts shall maintain such records to ensure compliance with donor intent.

INSURANCE, BONDING AND INDEMNITY

30. The District shall include the Corporation as a named insured under the District's insurance coverage, including self-insured programs and additional insurance policies for all of the Corporation's regular functions. When special events are sponsored by the Corporation, the District may require the Corporation to provide separate insurance coverage for the Corporation and the District protecting against liability arising from such special events. If any insurance policy is secured by the Corporation, the District shall be named as additional insured. A copy of each policy or endorsement or insurance certificates setting forth the coverage and limits shall be provided to the District within 30 days from the receipt of the document.
31. The Corporation agrees to indemnify, defend, and hold 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 Corporation or in connection with this Agreement.
32. Officers and staff members of the Corporation may be required to be bonded as appropriate in amounts to be determined by the Corporation's governing board. The Corporation may also obtain general liability and directors' and officers' liability insurance in amounts determined by the governing board to be reasonable and appropriate.

BOARD OF DIRECTORS

33. The Board of Directors shall include the following ex-officio members who shall have

full voting power:

- The President;
 - One member of the Board of Trustees, as appointed by the President of the Board of Trustees each June; and
 - One district employee appointed by the President who will serve as the CFO of the Corporation.
34. The Corporation Board shall hold at least one public business meeting each quarter held in accordance with Chapter 9 (commencing with section 54950) of Part 1 of the Government Code.
35. The Corporation shall obtain the benefit of the advice and counsel of at least one attorney admitted to practice in the State of California and at least one licensed certified public accountant. Neither the attorney nor the certified public accountant are required to be Directors.
36. The Corporation Board will undertake training at least annually to gain awareness and understanding of the prohibitions against contracts or other transactions in which a Director has a financial interest. (See Ed. Code §§ 72677-72680.)
37. Appointment or election to membership on the Corporation Board shall be subject to the approval of the President.

COMPLIANCE REVIEW

38. All Corporation procedures and practices shall be reviewed to determine compliance with Education Code Sections 72670 et seq., the policies, rules and regulations of the Board of Governors including those set forth in 5 CCR 5952 et seq., and District Board Policy 3600 and Administrative Procedures 3600. The President shall designate the individual to conduct this review, which shall be conducted at the end of the first complete fiscal year after execution of the Agreement and at least once every three years thereafter.
39. When the President's designee determines, after inspection and review, that certain Corporation procedures and practices are not in compliance with policies, rules and regulations of the Board of Governors and the District, a recommendation concerning the items of noncompliance shall be communicated in writing to the President and to the Board of Directors of the Corporation. The Board of Directors shall reply in writing within two months, either describing the actions which will be taken, including a timetable, to bring said procedures and practices into compliance; or describing the reasons why the Board considers the procedures already to be in compliance.
40. If the President's designee considers the proposed corrective actions to be acceptable, the Corporation shall be so informed. A second compliance review shall be held at the end of the time agreed to and the results communicated in writing to the President and to the Board of Directors.
41. When the auxiliary organization fails to provide an acceptable proposal for corrective actions or fails to implement successful corrective actions within the agreed upon time, the President shall inform the Board of Directors of such further action as he/she

considers appropriate, which may include a recommendation to the Board of Trustees for termination of this Agreement.

DISTRIBUTION OF ASSETS UPON DISSOLUTION, CESSATION OR TERMINATION OF AGREEMENT

42. The Corporation Board shall dissolve, liquidate and wind up the corporation upon cessation of operations and/or termination of this Agreement if the term of this Agreement is not extended or if there is no successor Agreement between the Corporation and the District. Upon cessation of operations, dissolution, liquidation or winding up of the corporation, the assets remaining after payment or provision for payment of all debts and liabilities of the corporation shall be distributed to the Board of Trustees of the Chabot-Las Positas Community College District for the support of Chabot College. If the Corporation holds any assets in trust, the District shall assume the role of successor trustee if permitted by the documents establishing the trust and, if not, such assets shall be disposed of in such manner as may be directed by decree of the Superior Court of San Joaquin County, upon petition by the California Attorney General or by any person concerned in the liquidation.

NON-ASSIGNABILITY

44. This Agreement is not assignable by the Corporation, either in whole or in part, nor shall the Corporation permit any other party to use the described facilities or any part thereof without written permission of the President.

JURISDICTION

45. This Agreement shall be governed and construed in accordance with the laws of the State of California applicable to contracts made and fully performed therein, and the state and federal courts located in San Joaquin County, California and the Northern District of California shall have exclusive jurisdiction of all suits and proceedings arising out of or in connection with this Agreement. Both parties hereby submit to the jurisdiction of said courts for purposes of any such suit or proceeding, and waive any claim that any such forum is an inconvenient forum.

INTEGRATED AGREEMENT

46. This Agreement represents the entire Agreement between the parties. This Agreement may not be amended, changed, or supplemented in any way except by written Agreement signed by both parties.

WAIVER

47. The waiver by either party of a breach or violation of any provision of this Agreement shall not constitute a waiver of any subsequent or other breach or violation.

NOTICES

48. All notices herein required to be given, or which may be given by either party to the

