

## **AGREEMENT**

**AGREEMENT** made this 1st day of July, 2025 between Central Community College (hereinafter referred to as the "College") and Central Community College Foundation (hereinafter referred to as the "Foundation").

### **RECITALS**

WHEREAS, the Foundation was incorporated in 1989 with the stated purpose to "provide support for Central Community College from contributions given for that purpose", and

WHEREAS, the College has provided funds and administrative assistance to the Foundation to assist the Foundation in its mission of supporting the general aims and operations of the College; and

WHEREAS, the Foundation also provides the College a variety of public relation services including but not limited to, flowers, memorials, various receptions, appreciation luncheons and meetings; and

WHEREAS, the parties desire that the Foundation continue to provide the scholarships, equipment, loans and other services to the College and its students, including but not limited to major gifts campaigns and that in consideration therefore, the College wishes to provide funding and other services to the Foundation;

NOW THEREFORE, the parties agree, for the reasons set forth above, and in consideration of the mutual covenants herein contained as follows:

### **SECTION I: FOUNDATION COMMITMENT**

In carrying out its mission of support for Central Community College, the Foundation agrees to provide the following services to the College, its administration, its faculty, staff, and students:

#### **1. Student-Focused Funds**

The Foundation has created or shall solicit continued financial support for students and shall continue to administer wrap-around assistance for the benefit of current College students, in accordance with rules and regulations adopted by the Foundation and relevant laws.

#### **2. Student Scholarship Funds**

The Foundation shall continue to solicit funds for student scholarships. It shall award scholarships to current College students in accordance with rules and regulations adopted by the College. The Foundation agrees to provide from its own funds, in addition to other scholarships awarded from gifts to the Foundation and the appreciation of those gifts obtained through investment.

#### **3. Public Relations Support**

The Foundation shall provide general public relations assistance and support to the College

and assist in funding special receptions for College graduates, College faculty, the Board of Governors, business leaders, and other supporters or potential supporters of the College.

**4. Project Support**

The Foundation shall support College projects to the extent that the project is viable and relevant through partial funding and efforts of the Foundation staff. Such projects shall include, but not be limited to:

- 4.1. The capital loan program.
- 4.2. Promotion of College programs among state and area government officials.
- 4.3. Annual appreciation events for Foundation donors, supporters, and student representatives.
- 4.4. Special fundraising events.
- 4.5. Annual contribution appeals to targeted groups, including businesses, alumni, and employees.
- 4.6. Coordination and communication with other Community College Foundations in Nebraska.
- 4.7. Special projects benefiting Central Community College, including major gift campaigns.

**5. Alumni Support**

The Foundation further agrees to provide support to College alumni, including but not limited to:

- 5.1. Supporting graduation activities by providing materials and staff assistance.
- 5.2. Addressing the administrative needs of Central Community College Alumni.
- 5.3. Promoting events and activities of College alumni organizations.
- 5.4. Assisting with alumni reunion activities.
- 5.5. Providing information, materials, and stories for alumni newsletters.

**6. Occupancy and Shared Spaces**

**6.1. Foundation-Owned Building**

The Foundation owns the building located at 201 Foundation Place, Suite 200, Hastings, NE, and conducts the majority of its operations from this location. The Foundation assumes responsibility for all annual costs associated with the building, with the exception of the following:

- a) Internet Service: The Foundation utilizes the College's internet system.
- b) Phone Service: The Foundation is integrated into the College's phone system.
- c) Copiers/Printers: The Foundation uses the College's copiers and printers and pays the standard departmental rate per copy.
- d) Computers and Equipment: The Foundation uses computers and other equipment provided by the College.

**6.2. Office Use by the College**

The College may periodically access, use, or occupy office space in the Foundation-

owned building without a formal lease agreement. Such use is at the discretion of the Foundation Executive Director, contingent on availability, and provided at no cost.

**7. Donor Lists**

The Foundation will share donor lists with the College in aggregate form, ensuring compliance with donor privacy and confidentiality standards.

**8. Administrative Services**

**8.1. Gift Processing and Records Management**

The Foundation will process and issue receipts for all gifts, with the exception of certain grants requiring direct payment to the College as stipulated by the grantor. The Foundation will also maintain comprehensive donor records and history using a dedicated software management system and secure filing system.

**8.2. Annual Audit**

To ensure best practices, transparency, and accountability, the Foundation Board will engage a reputable accounting firm to conduct an annual independent audit. The audit results will also support the College's tax reporting obligations.

**8.3. Accounting and Reporting Compliance**

The Foundation will actively collaborate with the College to ensure compliance with accounting and reporting requirements for funders and grant makers.

**8.4. Support for College Initiatives**

The Foundation will support College initiatives that align with its mission, provided such support is within the Foundation's capacity and adheres to IRS regulations and applicable laws.

**9. Report to College**

The Foundation shall provide to the College at least annually a report describing the services provided by the Foundation to the College.

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**SECTION II: COLLEGE SUPPORT SERVICES**

To assist the Foundation in providing services to the College, the College shall provide the following support services and facilities to the Foundation:

1. The Foundation shall be entitled to access to, and the use of, the College's computer facilities (software and hardware) in carrying out the Foundation's activities, subject to applicable state and federal law pertaining to student privacy.
2. The College will provide graduate records to the Foundation for the purpose of maintaining alumni records.
3. The College will share student data as necessary with the Foundation and with respect to all FERPA laws regarding student privacy.
4. The College will provide to the Foundation accounting services, including the preparation and filing of federal and state payroll tax and other reporting information as applicable.

5. The College will provide directors and officers errors and omissions insurance coverage to the members of the Board of Directors and officers of the Foundation.
  6. Per Foundation Board approval and by agreement, the College will provide to the Executive Director and all qualifying employees of the Foundation health insurance, LTD, life coverage, and other advantages provided by the College's fringe benefit package.
  7. The College will provide to the Executive Director and all qualifying employees of the Foundation participation in the College's TIAA-CREF retirement plan.
  8. The College will support the work of the Foundation with access and collaboration for all of the services it provides to itself including, but not limited to, the following departments:
    - A) Marketing and Communications
    - B) Human Resources
    - C) Grants
    - D) Institutional Research
    - E) Facilities
    - F) Information Technology
    - G) Financial Aid
    - H) Finance
  9. The College will provide such other miscellaneous equipment and services as shall be determined to be necessary and appropriate by subsequent agreement between the Executive Director of the Foundation and the President of the College.
  10. The College may also provide office space for Foundation staff on its campuses, at the discretion of the campus leader, and as it is available. There will be no separate lease agreement for this occupancy and it will be offered at no charge.
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### **SECTION III: LEADERSHIP AND GOVERNANCE**

While the College and the Foundation operate as separate legal entities, their missions are mutually supportive and interconnected. The Foundation holds ownership of donor relationships, while the College maintains responsibility for delivering educational services. Their collaboration is formalized through the following leadership roles and responsibilities:

#### **Responsibilities of the College**

1. Executive Leadership Inclusion:  
Include the Foundation's Executive Director as a member of the College President's Cabinet and senior administrative team.

2. **Strategic Planning Collaboration:**  
Engage the Foundation as an active participant in the College's strategic planning processes.
3. **Communication of Priorities:**  
Communicate the College's priorities and long-term plans, as approved by the Board of Governors, to the Foundation.
4. **Donor Privacy and Confidentiality Policies:**  
Establish and enforce policies that ensure the Foundation can respect donor privacy and maintain confidentiality of donor records.
5. **Fundraising Policies:**  
Establish and enforce policies that support the Foundation's ability to raise funds on behalf of the College.
6. **College President's Role with the Foundation:**  
The College President shall serve as an ex-officio, non-voting member of the Foundation Board and take an active role in fundraising activities.

### **Responsibilities of the Foundation**

1. **College President in Fundraising Campaigns:**  
Actively involve the College President in fundraising efforts. The President shall serve on Executive Leadership Teams and may act as a spokesperson for external campaigns.
2. **Donor Relationship Collaboration:**  
Keep the College President and relevant members of the College Leadership Team informed and, where appropriate, involved in donor relationships and cultivation efforts.
3. **Philanthropic Partner Duties:**  
Serve as the College's primary philanthropic partner, including responsibilities for gift acceptance, processing, fundraising, and strategic partnership development. This excludes federal grants or government programs requiring funds to be paid directly to the College.
4. **Inclusion of Board of Governors Representatives:**  
Include up to two members of the College Board of Governors as ex-officio, non-voting members of the Foundation Board of Directors.
5. **College Leadership Participation:**  
Include the College President and Campus Presidents as ex-officio, non-voting members of the Foundation Board of Directors.
6. **Strategic Planning Involvement:**  
Ensure the College President actively participates in the Foundation's strategic planning processes.
7. **Engagement with Executive Director Candidates:**  
Offer the College President and Board of Governors the opportunity to engage informally with finalists for the Foundation Executive Director position, under terms and conditions

established by the Foundation Board, to promote and strengthen the Foundation-College partnership and showcase shared accomplishments.

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#### SECTION IV: FUNDING

As further consideration for the services provided by the Foundation to the College, the College shall pay to the Foundation over the next three years according to the schedule below:

	FY2025	FY2026	FY2027	FY2028
<b>Payment from the College</b>	<b>\$ 800,000.00</b>	<b>\$ 832,000.00</b>	<b>\$ 865,280.00</b>	<b>\$ 899,891.20</b>
Foundation Budget Information				
<i>Total Unrestricted Budget</i>	\$ 1,315,382.00	\$ 1,381,151.10	\$ 1,450,208.66	\$ 1,522,719.09
<i>Total Salary &amp; Benefits Line</i>	\$ 866,000.00	\$ 900,000.00	\$ 946,000.00	\$ 991,000.00
<i>Difference between Salary/budget</i>	\$ 449,382.00	\$ 481,151.10	\$ 504,208.66	\$ 531,719.09

1. The above-described payment shall be payable on or before September 1 of each fiscal year.
2. The College may use a per audited credit hour strategy or another strategy to create the dollars needed to fund the services of the Foundation.
3. **Future Reduction of College Payment Strategy**  
The amount of revenue being funded by the College to the Foundation will be reduced annually by 2% of the “Generations of Impact - administration” fund balance as of June 30 of the prior year. The reduction will start in the year following the funded balance exceeding \$2 million up to, but not including, \$5 million. When the fund reaches \$5 million, then the reduction will be 3% up to but not including \$10 million. When the fund reaches \$10 million or more, then the reduction will be 4% annually.

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#### SECTION V: TERM OF AGREEMENT

This agreement shall be in effect for three years commencing July 1, 2025. The agreement shall automatically renew for an additional three year term on July 1, 2028, unless this agreement is otherwise amended by mutual written agreement between the parties or either party terminates the agreement upon sixty days' written notice delivered by the party desiring to terminate the agreement to the other party.

#### CENTRAL COMMUNITY COLLEGE

\_\_\_\_\_  
Date:\_\_\_\_\_

#### CENTRAL COMMUNITY COLLEGE FOUNDATION

\_\_\_\_\_  
Date:\_\_\_\_\_

The Board of Governors authorizes the College President to sign the agreement between Central Community College and the Central Community College Foundation, effective July 1, 2025.