



Foundation Board Meeting

General Session: 3:00 p.m.

Wednesday – January 31, 2018

Meeting Location (See map)

Cravens MPR room

BOARD PACKETS ARE REQUIRED AT EVERY MEETING.
We will have hard copies at the meeting.

Our Mission:

The mission of the College of the Desert Foundation is to act as advocates for the College and to secure financial support enhancing the educational opportunities for all students.

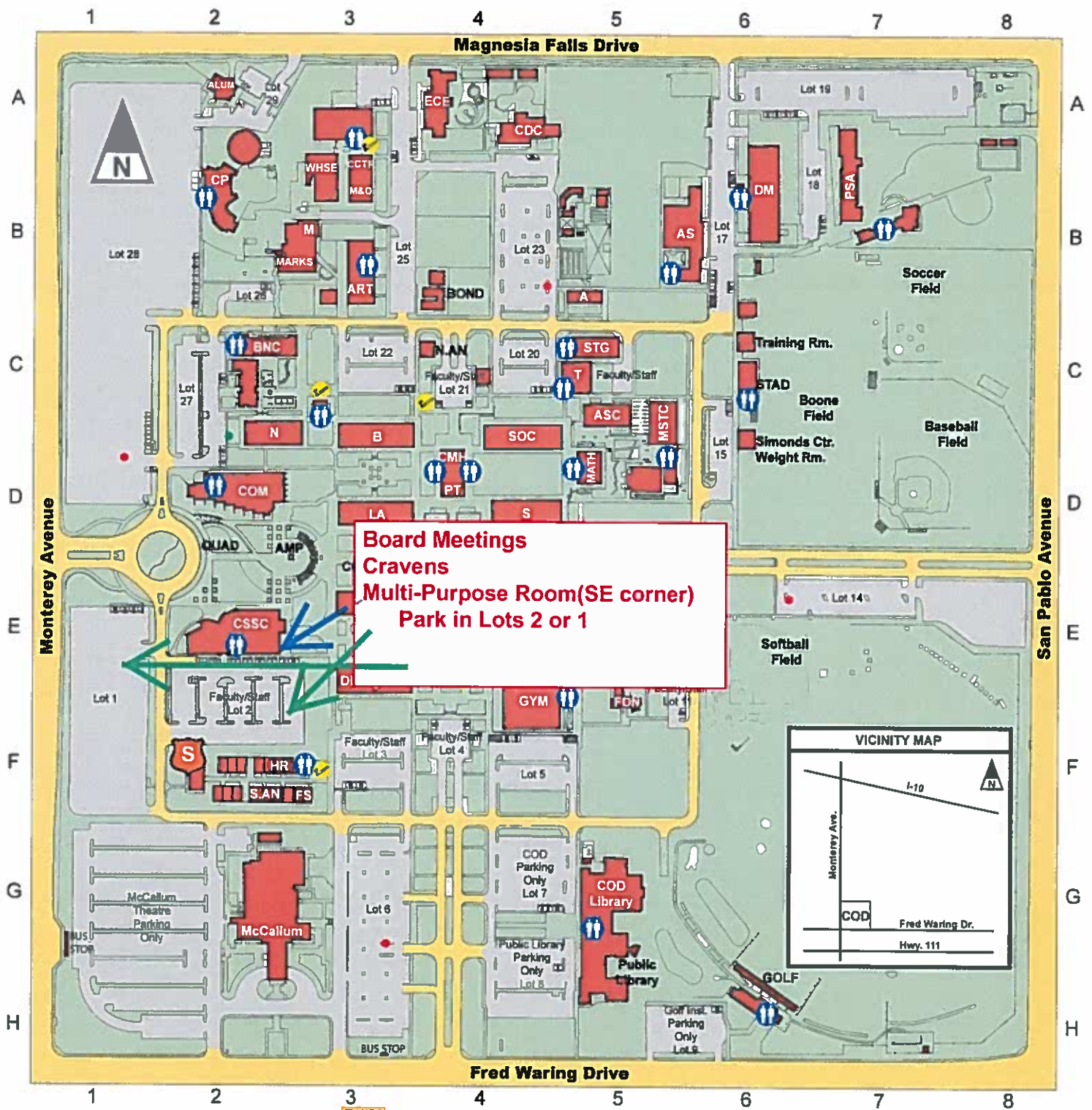
Our Vision:

To positively impact the lives of students who are striving to achieve a purposeful education and to enhance the communities of the Coachella Valley and the region.

Core Values:

- ✓ Accountability
- ✓ Integrity
- ✓ Service Excellence
- ✓ Trust

Important Notice:
All meetings will be recorded



COLLEGE of the DESERT

A	Agricultural Sciences.....	B5	DM	Diesel Mechanics.....	B6	MSTC	Math Science Technology Center.....	D5
ADMIN	Administration.....	E3	DM	Dining Hall.....	E3	N	Nursing.....	D2
ALUM	Alumni Centre.....	A2	ECE	Early Childhood Education Center.....	A4	N.AN	North Annex.....	C4
AMP	Amphitheatre.....	D3	FS	Fiscal Services.....	F2	PSA	Public Safety Academy.....	B7
ART	Art.....	B3	FDN	Foundation.....	F5	PT	Pollock Theatre.....	D4
AS	Applied Sciences.....	B6	GOLF	College Golf Center.....	H6	Public Library	Public Library.....	H5
ASC	Academic Skills Center.....	C5	GYM	Gymnasium.....	F4	QUAD	Student Plaza (Drop-off & Walkway).....	D2
B	Business Building.....	D3	HILB	Hilb.....	D4	S	Science.....	D4
BNC	Barker Nursing Center.....	B2	HR	Human Resources.....	F2	Security	Security.....	F2
CDC	Child Development Center.....	A4	KINE	Kinesiology.....	E4	S.AN	South Annex.....	F2
CMH	Carol Meier Lecture Hall.....	D4	LA	Liberal Arts.....	D3	SOC	Social Sciences.....	D4
COD Library	COD Library.....	G5	M	Music Classroom.....	B3	STAD	Stadium.....	C6
CP	Central Plant.....	B2	M&O	Maintenance & Operations.....	B3	STG	Stagecraft Shop.....	C5
CTTR	Copy Center.....	B3	MARKS	Walter N. Marks Center for the Arts.....	B3	T	Theatre Too.....	C5
COM	Communication.....	D2	MATH	Math.....	D5	Training Room	Training Room.....	C6
CRTS	Tennis Courts.....	E5	McCallum Theatre	McCallum Theatre.....	G2	WHSE	Warehouse.....	B3
CSSC	Cravens Student Services Center.....	E2						

● Self Serve One-Day Parking Permit Dispenser

● Electric Vehicle Charging Station

♿ Accessible Restrooms

● Security

● Designated Smoking Area



Foundation Board of Director Meeting

Date: January 31, 2018

Time: 3:00 – 5:00 pm

Location: 43500 Monterey Ave

Palm Desert, CA

Cravens Multi-Purpose Room

Persons with disabilities may make a written request for a disability-related modification or accommodation, including for auxiliary aids or services, in order to participate in the Board meeting. Requests should be directed to the Office of the College of the Desert Foundation ("Foundation") as soon in advance of the Board meeting as possible.

The Foundation minutes of the meetings are the official record of the actions of the Board. The Foundation meetings are governed by the Ralph M. Brown Act (California Code 54950 through 54962). The Foundation operates in accordance with the Non-Profit Benefit Corporations law.

- I. Call to Order
- II. Public Invitation to Speak per the Brown Act
- III. Introductions – Suz Hunt
 - a. New Executive Director John Mosser
 - b. New Board Member Christine Anderson
- IV. Mission Moment – Peter Sturgeon
 - a. Jeffrey Azer, Culinary Arts Instructor

V. Consent Agenda – Approve Meeting Minutes and financials:

- a. December 13, 2017 Board Meeting..... Page: 1
- b. January 9, 2018 Academic Angels..... Page: 5
- c. January 10, 2018 President's Circle..... Page: 7
- d. January 10, 2018 Development..... Page: 10

e. January 18, 2018 Stepping Out for COD.....	Page: 12
f. January 24, 2018 Finance & Investment.....	Page: 15
g. November 2017 Financials.....	Page: 18
h. December 2017 Financial.....	Page: 23

VI. Committee Reports

a. Academic Angels	
b. Audit	
c. Development	
d. Finance & Investment	
i) Capital Asset Recommendation & Policy.....	Page: 29
ii) Contracts exceeding \$25K.....	Page: 31
e. Nominating	
f. Planned Giving	
g. President's Circle	
h. Stepping out for COD	
i. Strategic Planning	

VII. Action Item:

Due to the Donor Scholarship event from 4:00-6:00pm on February 28th we are suggesting to change the start of the February Board meeting to 1:30pm-3:30pm.

VIII. Information Items:

a. College President	
b. COD Trustee	
c. Academic Senate President	
d. Foundation Executive Director	
e. Foundation Board President	
f. Important event dates to calendar.....	Page: 42
g. Gift Form.....	Page: 43

IX. New Business:

X. Adjournment

XI. Next Board meeting: February 28, 2018 Cravens MPR time TBD



Board Meeting Minutes

MINUTES FOR 12/13/2017		3:00pm	PSA 19A
Voting Members Present: Quorum(8)	Robert Archer, Jean Carrus, , Bill Chunowitz, Peggy Cravens, Donna Jean Darby, Carol Bell Dean, Diane Denkler, Marge Dodge, Barbara Fromm, Diane Gershowitz, Robert Goodfriend, James Greene, Gale Hackshaw, Brian Holcombe, Suz Hunt, Vern Kozlen, Penny Mason, Thomas Minder, Joanne Mintz, Charles Monell, M.D., Mark Nickerson, David Nola, Diane Rubin, Dominique Shwe, Sally Simonds		
Voting Members Absent:	Christine Anderson, Ed.D., Norma Castaneda, Robert Goodfriend, James Greene, Donna MacMillan, Bob Manion, Jane Saltonstall, Ed.D., Arlene Schnitzer		
Non-Voting Members Present:	Carl Farmer, Lisa Howell, Joel L. Kinnamon, Ed.D, Aurora Wilson		
Non-Voting Members Absent:	NONE		
Guest(s) and Staff:	Amanda Phillips, Kirstien Renna, Pam Hunter, Elizabeth Roometua		
Recorder(s):	Kippy Laflame		

AGENDA

1. Call to Order/Roll Call: 3:00pm – Suz Hunt	
2. Public Invitation to Speak per the Brown Act: None	
New board members Tom Minder and Gale Hackshaw as well as new Foundation staff member Elizabeth Roometua were introduced to the Board.	
3. Mission Moment –Amanda Phillips, Dean of Counseling Services	
DISCUSSION	Amanda Phillips explained the importance of counseling and the four roles of the counseling program at COD. Academic counseling, in which students are assisted in assessing, planning and implementing their immediate and long-range academic goals. Career counseling, in which students are assisted in assessing their aptitudes, abilities, and interests and are advised on current and future employment trends. Personal counseling, in which the student is assisted with personal, family or other social concerns Coordination of counseling aspects within other services for students which may include programs for students with special needs, skills testing programs, financial assistance programs, and job placement services. In 2016-17 general counseling had more than 12,734 appointments with students. Matriculation services offer: • Orientation (which is on-line) • Assessment • Abbreviated Student Education Plan • Counseling • Comprehensive Student Education Plan • Follow-up • At-Risk Follow-up

	Board members asked about the qualifications of counselors and scholarships. Mental health concerns are referred to the Health center.		
CONCLUSION			
FOLLOW-UP ITEMS		PERSON RESPONSIBLE	DEADLINE
NONE			
4. Consent Agenda – Suz Hunt			
DISCUSSION	None		
CONCLUSION	M/S/C Bob Archer / Mark Nickerson to approve the consent agenda items as presented. The motion was approved		
FOLLOW-UP ITEMS		PERSON RESPONSIBLE	DEADLINE
None			
4. Academic Angels – Diane Denkler			
DISCUSSION	Suz Hunt congratulated the Angels on the lovely lunch at Cuistot's on December 5 th . The Angels would like to host a Jazz event at a local Country Club, with entertainment from the College as a future activity.		
CONCLUSION			
FOLLOW-UP ITEMS		PERSON RESPONSIBLE	DEADLINE
Planning of event		Diane Denkler & Sally Simonds	
5. Audit – Bill Chunowitz & Brandon Harrison			
DISCUSSION	Per our bylaws the 2016-2017 Foundation Audit will be presented to the Board of Trustee at their December 15 th meeting. Both Brandon Harrison from Vavrinek, Trine, Day and Bill Chunowitz will be presenting.		
CONCLUSION			
FOLLOW-UP ITEMS		PERSON RESPONSIBLE	DEADLINE
VTD to present to Trustee meeting on December 15,2017			
6. Financials – Kirstien Renna			
DISCUSSION	In the absence of the Treasurer, Kirstien Renna, Accounting Specialist, reviewed highlights of the October 2017 financials (Page 14 of packet) • Revenues for the month were \$190,970 vs Budget of \$261,608 & \$865,047 YTD vs. Budget of \$1,046,433 • Expenditures for the month were \$60,899 vs. Budget of 261,833 & YTD \$665,327 vs. Budget of \$1,047,333 • The total Net Surplus for the month of October is \$383,592 and YTD is \$986,832 Second round of Investment transfers have been given to the investment managers to be completed by 12/31/17. Following the review of the financials Bob Archer posed several questions to the finance committee. Board President, Suz Hunt, asked to defer the questions to the next meeting when Finance Committee Chair, Brian Holcombe, would be present.		
CONCLUSION			
FOLLOW-UP ITEMS		PERSON RESPONSIBLE	DEADLINE
Brian Holcombe to review the budget with Board			January meeting
7. Nominating – Marge Dodge			
DISCUSSION	The committee had the opportunity to interview Christine Anderson. She would bring a wealth of knowledge to the board as past Superintendent of Schools at the Unified Palm Springs District.		
CONCLUSION	M/S/C Marge Dodge/Diane Denkler to approve the nomination of Christine Anderson to the Foundation Board. The motion was approved.		

FOLLOW-UP ITEMS		PERSON RESPONSIBLE	DEADLINE
NONE			
8. Board member Resignation – Suz Hunt			
DISCUSSION	Suz Hunt read the resignation letter received from board member Dan Martinez.		
CONCLUSION	M/S/C Donna Jean Darby/Bill Chunowitz to accept, the resignation of Dan Martinez, with regret. The motion was approved.		
FOLLOW-UP ITEMS		PERSON RESPONSIBLE	DEADLINE
NONE			
9. Planned Giving – Peggy Cravens			
DISCUSSION	Peggy Cravens and Penny Mason will be organizing an event in early Spring.		
CONCLUSION			
FOLLOW-UP ITEMS		PERSON RESPONSIBLE	DEADLINE
Home will need to be found for event			
10. President's Circle – Carol Bell Dean			
DISCUSSION	Carol updated the board about the on-line auction event at the Heather James Gallery. It was a great success and we will be receiving a check in the amount of \$35,000.		
CONCLUSION			
FOLLOW-UP ITEMS		PERSON RESPONSIBLE	DEADLINE
NONE			
11. Stepping Out for COD – Diane Rubin			
DISCUSSION	Goal is \$519,000, we are at \$80K in sponsorships so far. The tickets are on sale at the box office the current focus is on sponsorships. Diane Gershowitz reminded the board members to "talk up" the event, and to provide names of prospects to solicit. The pre-party this year is at the new BIGHORN clubhouse. Over 1,700 solicitations were mailed today. Joel Kinnamon asked Lisa Howell to get a list of College vendors to the Foundation to solicit for sponsorships.		
CONCLUSION			
FOLLOW-UP ITEMS		PERSON RESPONSIBLE	DEADLINE
Request college vendor list		Lisa Howell	ASAP
12. New Executive Director – Suz Hunt and Joel Kinnamon			
DISCUSSION	Suz Hunt read the following email from Peter Sturgeon who could not make the meeting: Suz, I am sorry I won't be at the Board meeting...well, not really sorry 'cause I'll be in Maui!! I did want you to know however that I am excited for the announcement of the new Executive Director. It has been a long year as the interim dealing with a small staff and, all the while, battling my health issue. Thankfully we had Kippy who IS the glue that keeps us together and Kiki, who keeps us honest. I look forward to staying on as Director of Development, spending more time with you, the Board and our supporters, and less time in meetings! The College is on the cusp of some really great things and, like you, want to be a part of it. Thanks for your counsel, love and support, Peter		
CONCLUSION			
FOLLOW-UP ITEMS		PERSON RESPONSIBLE	DEADLINE
None			

13. College President – Joel Kinnamon			
DISCUSSION	- The new Executive Director, John Mosser, has already started reviewing the financials of the Foundation from the past 2 years, as well as by-laws and MOU. He will be arriving on January 15, 2018 with Mrs. Mosser following in the August. - Kudos to the Academic Angels for their Holiday Event at Cuistot. It was very engaging and moving with the focus on our students. - The Heather James event was a great success and everyone's hard work is very much appreciated.		
CONCLUSION			
FOLLOW-UP ITEMS		PERSON RESPONSIBLE	DEADLINE
NONE			
13. Trustee – Aurora Wilson			
DISCUSSION	On Dec. 15 th Aurora will be completing her term as Trustee Board Chair. Becky Broughton will be the incoming Chair. Aurora stated that it has been a pleasure to serve on the Foundation Board and get to know the members.		
CONCLUSION			
FOLLOW-UP ITEMS		PERSON RESPONSIBLE	DEADLINE
14. Academic Senate President – Carl Farmer			
DISCUSSION	Carl updated the Board with highlights of some of our faculty - Dr. Wendy Sanders has volunteered to teach a two week course in Ethiopia for children with special needs for Masters level students. - Jim Waddell was highlighted on Local CBS 2 for his Philosophy 13 class on <i>Perspective of Death and Dying</i>. - Ruth Nolan will speak on a panel in the 2018 Tampa Fl. Writer's Conference on <i>Suicide Loss</i>. She publishes the <i>Solstice</i> magazine. - Leslie Taft, Fencing coach, was nominated and received the US Fencing Association Spirit of Sport Award.		
CONCLUSION			
FOLLOW-UP ITEMS		PERSON RESPONSIBLE	DEADLINE
Donna Jean encouraged the Board members to read the Solstice magazine		Kippy will request copies for next meeting	
15. Foundation Board President – Suz Hunt			
DISCUSSION	- Suz Hunt and Bob Manion have been meeting with President Kinnamon to continue the dialogue about Strategic Planning. Bob is developing recommendations for a Strategic Planning session for the Board, offsite on March 28, 2018. - Diane Gershowitz commended both Peter and Kippy for the excellent work they did this past year. Chuck Monell suggested a proclamation to thank Peter for his work as Interim Executive Director.		
CONCLUSION			
FOLLOW-UP ITEMS		PERSON RESPONSIBLE	DEADLINE
Website update			
16. Adjournment 4:30pm			
M/S/C Bob Archer/Jean Carrus to adjourn meeting. Motion was approved			
NEXT MEETING: January 31, 2018 3:00pm			
Location Cravens MPR room			



Academic Angels Committee Meeting Minutes

MINUTES FOR 1/9/18		Time 9:00 AM	Foundation Conference Room
Members Present:	Susan Linsk, Linda Weakley, Nancy Harris, Cynthia Cottrell, Linda Rider, Marge Barry, CJ Westrick, Roberta Duke, Erica Espinola, Sally Simonds, Rhona Bader, Diane Denkler		
Members not Present:			
Guest(s) and Staff:	Suz Hunt, Peter Sturgeon, Tim O'Bayley		
Recorder:	Diane Denkler		

AGENDA

1. Call to Order/Roll Call 9AM - Susan Linsk			
2. Action Item(s)			
3. JAZZ CONCERT FEBRUARY 23 rd – CANCELLED			
DISCUSSION		Proposed happy hour locations, Desert Horizons and Acqua could not handle this event on this date. Country Clubs need several months advance notice for bookings.	
CONCLUSION		All committee members were encouraged to attend the concert and those interested will meet at Mitch’s prior to the concert.	
FOLLOW-UP ITEMS		PERSON RESPONSIBLE	DEADLINE
An email will be sent to all AA members informing them that this event has been canceled but encourage them to support the Jazz program at the Pollack Theatre		Tim O’Bayley	soon
An email reminder will be sent to all committee members encouraging them to attend the happy hour and the Jazz at the Pollack Theatre.		Diane	Feb. 16th
4. MARCH 14 SPRING LUNCHEON – Date Changed			
DISCUSSION		3/14/18 is in the middle of the Tennis Tournament: restaurants and country clubs are catering to that event and cannot accommodate us.	
CONCLUSION		The luncheon date has been moved to 4/16 at Le Vallauris Restaurant. (Spencer’s was not available.) The theme will be all about the future COD Palm Springs Campus and COD’s 60 th Anniversary.	
FOLLOW-UP ITEMS		PERSON RESPONSIBLE	DEADLINE
Mail out invitations		Tim O’Bayley	Mar. 5th
Event planning and program		CJ, Roberta, Erica	ongoing
5. SCHOLARSHIP RECEPTION FEBRUARY 28TH			
DISCUSSION		Peter encouraged all committee members to be ambassadors and visit with students who are scholarship recipients.	
CONCLUSION		All but one committee member agreed to attend. It will be from 4 to 6 in the gymnasium.	
FOLLOW-UP ITEMS		PERSON RESPONSIBLE	DEADLINE
Be there!		All	2/28

6. COETA BARKER RECEPTION – DATE CHANGED FROM APRIL 16th			
DISCUSSION	Event moved to May 7 or 9 –dependent on availability of caterer and private home to host the event.		
CONCLUSION	Erica is attempting to reach a client whose home would be perfect for this event. Program will be designed by Peter and focus on COD's 60 th Anniversary. Members are complimentary, guests are \$25 each.		
FOLLOW-UP ITEMS		PERSON RESPONSIBLE	DEADLINE
Contact caterer for new date		Nancy Harris	soon
Contact owner of home in Mirada		Erica Espinola	Soon
7. COD's GOT TALENT – BACK ON AGENDA			
DISCUSSION	This event will be very different from Open Call, no competition. It will be a program featuring some of the best talent from COD, both Alumni and Students. This will be the Academic Angels' big fund raiser of the year. Another title might be COD Talent Showcase.		
CONCLUSION	Lots more to discuss at our February meeting		
FOLLOW-UP ITEMS		PERSON RESPONSIBLE	DEADLINE
Contact Michael Childers to choreograph the event		Suz Hunt	soon
Possibly hold event at Agua Caliente		No date yet	
8. NEW BUSINESS			
DISCUSSION	New Angel to join our committee – Christine Metz (thanks Suz) New Foundation Executive Director – Dr. John Mosser Membership now 90 (2 from Fall Luncheon)		
CONCLUSION			
FOLLOW-UP ITEMS		PERSON RESPONSIBLE	DEADLINE
13. Next meeting – February 13, 2018 9:00am			
14. Adjournment 10:30am			



President's Circle Committee Meeting Minutes

MINUTES FOR 01/10/18		10:00am	Foundation Board Room
Voting Members Present: Quorum(3)	Barbara Fromm, Bill Chunowitz, Diane Denkler, Suz Hunt, Joanne Mintz, Tom Minder, Annette Novack		
Voting Members Absent:	Carol Bell Dean		
Non-Voting Members Present/Absent:	None		
Guest(s) and Staff:	Peter Sturgeon		
Recorder(s):	Kippy Laflame		

AGENDA

1. Call to Order:10:00am – Annette Novack			
2. Public Invitation to Speak as per the Brown Act: None			
3. Recap Heather James event – Annette Novack			
DISCUSSION	Everyone thought it went very well. Kudos to Carol for the idea. There were no costs to us which was terrific What could we think of for next year		
CONCLUSION			
FOLLOW-UP ITEMS		PERSON RESPONSIBLE	DEADLINE
NONE			
4. Campus tours – Annette Novack			
DISCUSSION	Tours coming up: • Rancho La Quinta Men's group 02/06/18 • Desert Horizons Women's group 02/07/18 • Tamarisk group 02/15/18 • Segovia sometime in the Spring We also made a list of Country Clubs that we want to get involved. What we are looking for is a "lead" person in each of these Country Clubs that would be able to organize and engage residents. • Vintage: Mary Silver/ Donna MacMillan and Laura (Activities Director) • Eldorado: Travis Erwin, Carol Morton • Reserve: Sally Simonds • Indian Ridge: Barbara Fromm, Diana Yablans • Sun City: Lou Silberman, Diane Denkler • Morningside: Jima Greene and his parents Alan • Thunderbird: Bill will talk to the GM Suggestion from Bill Chunowitz is to get the GM association. Once we get the GM to come on a tour getting into their Country Club should not be an issue. • Need ways to leverage the Street Fair. In the past we had hired a person to represent the Foundation unfortunately it did not provide many leads--this was before peter was on board with the tours. Tom Minder suggested that we could have an interactive area where people		

	could see students working on a car or nursing students on a patient mannequin. Perhaps a brochure should be designed to hand out.		
	• Peter writes a handwritten note to all campus tour attendees. Follow up is very important. Joanne Mintz mentioned how important it was for them to receive Peter’s handwritten note. • Committee members shared that campus wayfinding signage is not good, name of building functions should be displayed. Peter is getting sandwich board signs which will alleviate wayfinding difficulties for campus tours.		
CONCLUSION			
FOLLOW-UP ITEMS		PERSON RESPONSIBLE	DEADLINE
Engagement of GM Josh Tanner from Ironwood CC		Peter Sturgeon	
Lou Silberman at Sun City		Peter Sturgeon	
Look into “handwritten” software to help with note writing		Peter and Kippy	
5. PC event at The Vault at BIGHORN – Peter Sturgeon			
DISCUSSION	Peter is trying to get the RD Hubbard to waive the \$50K usage fee. Peter has asked Jim Hummer and Diane Gershowitz to speak on our behalf of the Foundation. Suz Hunt suggested Tamarisk, new hotel on El Paseo. Many restaurants and hotels get inundated by asks of all the non-profits in the valley. Joanne Mintz suggested that we could connect with a high end real estate agent who would do an open house event.		
CONCLUSION			
FOLLOW-UP ITEMS		PERSON RESPONSIBLE	DEADLINE
With Jim and Diane		Peter Sturgeon	
6. Campus Tourists Reception – Peter Sturgeon			
DISCUSSION	We want to invite a select group of tour participants at a lovely home to make a PC membership ask. Carol Bell Dean has graciously donated her home. They will get to meet the tour captains like Bert Bitanga and Diane Russom as well as Joel Kinnamon who would be invited to the reception. By bringing those to an event and having the President ask them to join his circle we hope to grow the membership. We do not have a date yet but we will be working on that right away. Once we have a date we should print up a Save the Date card that could be handed out on tours.		
CONCLUSION			
FOLLOW-UP ITEMS		PERSON RESPONSIBLE	DEADLINE
NONE			
7. Spring Play – Peter Sturgeon			
DISCUSSION	The play is May 3 rd with a pre event on the Mezzanine catered by Lulu’s.		
CONCLUSION			
FOLLOW-UP ITEMS		PERSON RESPONSIBLE	DEADLINE
NONE			
8. Dates to Remember			
DISCUSSION	4/03/18: Stepping Out for COD pre-event at Bighorn 5:30—7:30pm 4/03/18: Stepping Out for COD at the McCallum 8:00—10:00 pm 5/04/18: PC spring musical pre-event at the McCallum 5:30—7:30 pm 5/04/18: PC spring musical at the McCallum 8:00 to 10:00pm		
CONCLUSION			
FOLLOW-UP ITEMS		PERSON RESPONSIBLE	DEADLINE

NONE		
9. Adjournment: 11:00 a.m. Next Meeting: Wednesday, February 14, 2018 at 10:00 a.m.		



Development Committee Meeting Minutes		
MINUTES FOR 01/10/18	11:00am	Foundation Board Room
Voting Members Present: Quorum(3)	Donna Jean Darby, Jim Greene, Teri Lubar, Joanne Mintz, Suz Hunt, Bob Manion	
Voting Members Absent:	Christine Anderson, David Nola, Carol Bell Dean, Norma Castaneda	
Non-Voting Members Present/Absent:	None	
Guest(s) and Staff:	Peter Sturgeon	
Recorder(s):	Kippy Laflame	

AGENDA

1. Call to Order 11:04 a.m. Peter Sturgeon			
2. Public Invitation to Speak as per the Brown Act: None			
3. Introduction of new committee member Terry Lubar			
DISCUSSION	Peter has been asked to be the interim chair of the Development committee by Suz Hunt. Peter introduced Terry Lubar to the committee. Both Terry and Paul came on a tour last October. They were both impressed and longtime friends of Donna Jean Darby and Bill Chunowitz. Terry is very interested in planning and executing fundraising events. Her longest running volunteer position was 10 years with Friends of the National Zoo. Her signature fundraiser was Wildlife Arts Festival that started with 200 artists and ended up with over 1000. The event raised a lot of money for the zoo. She is looking forward to doing the same for the college.		
CONCLUSION	None		
FOLLOW-UP ITEMS		PERSON RESPONSIBLE	DEADLINE
NONE			
4. Mission of Committee – Peter Sturgeon			
DISCUSSION	The mission of the committee is to increase revenue to the Foundation and subsequently increase support to the College and our students. The Board has mandated that we: 1. Explore new ways of raising revenues. 2. Take board direction on their Goals of support 3. Coordinate, counsel and support existing fundraising efforts and aligned committees including but not limited to the Annual Campaign, Campus Tours, Affinity Groups (President's Circle, Academic Angels), Stepping Out for COD and Legacy Circle (Planned Giving) 4. Work with Foundation staff to develop and manage the fundraising strategy which will include goals, budgeting, staffing and marketing needs.		
CONCLUSION			
FOLLOW-UP ITEMS		PERSON RESPONSIBLE	DEADLINE
NONE			
5. Updates – Peter Sturgeon			

DISCUSSION	President's Circle: On line auction at the Heather James was a great success over \$183,000 of art was sold that night and we received \$35K. Memberships we will be sending out a second solicitation to those who have not stepped up from the Fall invoicing. Campus Tour reception: this Spring we will be staging an event where a chosen number of participants will be invited to meet the President and be asked to become members of his Circle at Carol Bell Dean's home. Spring Play reception: PC appreciation event on May 3rd "In the Heights" Academic Angels: the Holiday event was very successful The Spring lunch April 16th will be in Palm Springs. The Coeta Barker event will be in May. Starting on a big fundraiser in the winter. Planned Giving: Peggy Cravens, Penny Mason and Jean Carrus will be working on an event this Spring. This celebrated those that have given the college a gift in their estate planning. Stepping Out: First solicitations in Mid-November. At \$19K in ticket sales and sponsorships at \$156K. Second waive which is an invitation will be sent this week. Goal is \$500K		
CONCLUSION			
FOLLOW-UP ITEMS		PERSON RESPONSIBLE	DEADLINE
Executive Business Council level of PC membership		Peter sturgeon	
6. Screening of database			
DISCUSSION	For several years, we have been sending invitations to the Foundation's fundraising events to the same donor prospect pool. As a result, we are seeing "Donor Fatigue" among some of our constituents. To address this challenge, one solution may be to consider conducting an electronic screening of the Foundation's database to identify new groups of individuals to engage. Discussion on this topic included: • How do we identify them? • Areas of support. • Engagement & cultivation tools, • Benefits and perks that would be provided • What events would they be invited to? • How do we connect with them? • What are the asks and donating cycles? A fundraising service company called Wealth Engine was invited to come in and make a presentation. Software system that has over 240MM constituents. We would be able to give them the exact criteria of what the perfect COD Foundation donor profile is. They have submitted a proposal that would begin with screening 45,000 constituents; developing four custom modelling solutions and include full professional services support. Eisenhower purchased this same system for their \$200MM capital campaign. At their first event they received a donation that actually underwrote the purchase. Everyone was very excited but we need the staff and resource to be able use this tool. We are now competing with organizations that have several development staff members, ex:—10 at the McCallum and 14 at Eisenhower.		
CONCLUSION			
FOLLOW-UP ITEMS		PERSON RESPONSIBLE	DEADLINE
NONE			
7. New Business: NONE			
8. Adjournment:11:20 a.m.			

NEXT MEETING: February 14, 2018 at 11:00am Foundation Board



Stepping Out Committee Meeting Minutes		
MINUTES FOR 01/18/18	10:00am	Foundation Board Room
Voting Members Present: Quorum(2)	Diane Rubin, Diane Gershowitz, Toni Ackerman, Dominique Shwe, Gale Hackshaw, Bill Chunowitz Video: Terri Ketover	
Voting Members Absent:	Diane Denkler, Renee Mayer, Margo Halperin, Sherry Schor	
Non-Voting Members Present:	None	
Non-Voting Members Absent:	None	
Guest(s) and Staff:	Tim O'Bayley, Peter Sturgeon, John Mosser	
Recorder(s):	Kippy Laflame	

AGENDA

1. Call to Order/Roll Call 10:00am – Diane Rubin		
2. Public Invitation to Speak per the Brown Act: None		
3. Introduction of new Executive Director – John Mosser		
DISCUSSION	At the request of the committee chairs, John provided some background for the committee members who welcomed him to the College.	
CONCLUSION		
FOLLOW-UP ITEMS		PERSON RESPONSIBLE
NONE		DEADLINE
3. Event Planning – Tim O'Bayley		
DISCUSSION	We are on track. Invitations are being mailed today. All the ads are done and submitted. Lucy Arnaz gave us several different videos from which we will be able to cut radio and TV spots. A news release was sent in December.	
CONCLUSION	Questions on Facebook were answered. Become a friend of the Foundation Facebook fan. The event has been created on Facebook.	
FOLLOW-UP ITEMS		PERSON RESPONSIBLE
FACEBOOK INSTRUCTIONS FOR NEXT BOARD MEETING ON HOW TO INVITE YOUR FRIENDS TO THE EVENT. EMAIL LINK.		DEADLINE
3. Security Issues – Kippy Laflame		
DISCUSSION	The McCallum Theatre board has unanimously voted to employ a force of 6 armed and uniformed security persons at each of their presented events. The cost to us would be \$1350. This is not mandatory this year as our contract was signed prior to this new stipulation. The committee discussed the added protection. It was suggested that we try and get an underwriter to cover this cost.	
CONCLUSION	M/S/C Bill Chunowitz/Diane Gershowitz to approve the added cost of the security detail to Stepping Out 2018 event. The motion was approved.	
FOLLOW-UP ITEMS		PERSON RESPONSIBLE
		DEADLINE

NONE		
4. Sales to date – Kippy Laflame		
DISCUSSION	Sponsorships – 37 to date Sponsorship Sales to Date \$ 160,000 McCallum Tickets; \$ 23,680 Diane Rubin will be calling all board members to engage them in support. Peter spoke to Eisenhower Medical Center and will be speaking JFK Memorial Hospital and Desert Regional Medical Center. Katharine Reed from the Berger Foundation met with Peter yesterday and they will be coming in at the Emeritus level of \$25K which is not included in the numbers in front of you. % of goal at this time : • 75% of the Emeritus \$25K level..... \$75,000 • 20% of the Valedictorian \$12.5K level..... \$12,500 • 60% of the Suite Deal \$7.5K level..... \$22,500 • 55% of the Graduate \$5K level.....\$55,000 • 40% of the Roadrunner \$1K level.....\$20,000 Dominique Shwe asked about what kind of opportunities that we could have for local companies at the McCallum, ex: auto dealers. We could easily highlight a car as a sponsorship benefit for them at a minimum of \$10K. We have not yet received the vendor list from the College but they are working on it. Toni Ackerman will approach the Berlanti’s for a sponsorship. Agua Caliente- Betty Callies- should be approached.	
FOLLOW-UP ITEMS		PERSON RESPONSIBLE
Give list of board member numbers for Diane to call		Kippy Laflame
Peter and Dominique will take Rich Ramhoff from DRMC		Peter and Dom
Send another brochure to VTD our Auditors		Kippy
Pick up invitation cards		Kippy
5. Video		
DISCUSSION	Video details were discussed	
CONCLUSION		
FOLLOW-UP ITEMS		PERSON RESPONSIBLE
Tim will discuss with Lucie Arnaz		Tim
6. Pre-event – Diane Rubin		
DISCUSSION	The Dienes and Tim went for a walk through of the BIGHORN clubhouse. The room will need furniture for which Diane Rubin has submitted a sponsor proposal to Rapport Furniture. We need to warm up the room with lights and palm trees and furniture. Tamara Bolton has a show on that date. Terri Ketover suggested that we connect with KoolParty to see if they would underwrite the furniture. Sunset is about 7:15 so it should be lovely. Our two musicians are learning sambas for entertaining at pre-event. We will need extra valet people because all these participants will want to leave at the same time.	

	Suggested signature drinks for the event will be a Lucitini or a Rickyrita.		
CONCLUSION			
FOLLOW-UP ITEMS		PERSON RESPONSIBLE	DEADLINE
Valet service		Tim O'Bayley	
7. Post-event -			
DICUSSION	At 100% of goal we should have about 75 people. Coffee bar, chocolates, sparkling wine could be served. Peter contacted See's, they will do a single chocolate (butter cream) in a red, gold and white box for, 10 days of advance notice and come in 100 per box.		
CONCLUSION			
FOLLOW-UP ITEMS		PERSON RESPONSIBLE	DEADLINE
7. Campus Tour – Peter Sturgeon			
DICUSSION	Peter will organize a few campus tours to solicit for Stepping Out		
CONCLUSION			
FOLLOW-UP ITEMS		PERSON RESPONSIBLE	DEADLINE
Diane Rubin will invite Annette Bloch to a tour. Teri Ketover will come along			
7. Stepping Out 2019– Diane Rubin			
DICUSSION	Suggestions of the McCallum were discussed. None were thought to be very exciting. Tom Jones perhaps a comedian again. Mary Wilson. Megan Wilty		
CONCLUSION			
FOLLOW-UP ITEMS		PERSON RESPONSIBLE	DEADLINE
Connect with McCallum and see what other suggestions they might have			
4. Adjournment: 11:30			

NEXT MEETING: February 7, 2018 at 10:00am
Foundation Board Room



Finance Committee Meeting Minutes		
MINUTES FOR 01/24/2018	3:30pm	Foundation Board Room
Voting Members Present: Quorum(3)	Lisa Howell, Diane Rubin, Suz Hunt, Vern Kozlen	
Voting Members) Absent:	Bob Manion, Mark Nickerson, Brian Holcombe	
Non-Voting Members Present:	None	
Non-Voting Members Absent:		
Guests and Staff:	John Mosser, Peter Sturgeon, Kirstien Renna	
Recorder(s):	Kippy Laflame	

AGENDA

1. Call to Order/Roll Call 3:00pm: Vern Kozlen			
2. Public Invitation to Speak per the Brown Act: None			
3. December 2018 - Kirstien Renna			
DISCUSSION	The summary report for December 2017 was reviewed. - Revenues for the month were \$441,441 vs Budget of \$261,608 & \$1,545,692 YTD vs. Budget of \$1,569,650 - Expenditures for the month were \$258,797 vs. Budget of 261,833 & YTD \$1,047,958 vs. Budget of \$1,571,000 - Net Income prior to Investment Activities was \$182,644 for the month and \$497,734 YTD - Investment Activities for the month of December were \$65,537 and YTD totaled \$1,094,310 - The total Net Surplus for the month of December is \$248,181 and YTD is \$1,592,045 YTD Surplus to budget was discussed: Requests for Funds (scholarships and programs) have not come in yet due to timing. Once received we should be very close to budget. The reimbursement of marketing expenses was discussed. Vern Kozlen asked Kirstien to forecast by averaging the budgeted marketing reimbursements from prior years.		
CONCLUSION			
FOLLOW-UP ITEMS		PERSON RESPONSIBLE	DEADLINE

4. Action items – Kirstien Renna			
DISCUSSION	One of the audit recommendations this year was to establish a Capitalization Threshold. A list of items that were completely depreciated were reviewed. The items were fully depreciated and are no longer in service.		
CONCLUSION	M/S/C Diane Rubin/Suz Hunt to recommend to the Board to establish a Capitalization Threshold of \$2,000 for the Foundation and to follow the recommendation to dispose of the fully depreciated items that are no longer being used and to remove from balance sheet. The motion was approved.		
FOLLOW-UP ITEMS		PERSON RESPONSIBLE	DEADLINE
5. Contracts over \$25K – Kirstien Renna			
DISCUSSION	We have the following contracts: \$160K from Desert Sun \$72K from Kay Hazen \$30K from O'Bayley Communications		
CONCLUSION			
FOLLOW-UP ITEMS		PERSON RESPONSIBLE	DEADLINE
Prepare a report to present to the Board		Kirstien Renna	
6. Quarterly investment meeting - – Kirstien Renna			
DISCUSSION	Vern indicated that he wants to meet with the investment managers in May except for First Republic which should be able to meet with us in April. He asked Kirstien to set up the meetings and to let the Committee know.		
CONCLUSION			
FOLLOW-UP ITEMS		PERSON RESPONSIBLE	DEADLINE
Organize quarterly meetings		Kirstien Renna	
4. Adjournment: 4:00 Next meeting February 21, 2018 at 4:00pm			



FINANCIAL SUMMARY

November 30, 2017



COLLEGE
of the **DESERT**
FOUNDATION

NOTES TO THE FINANCIAL STATEMENTS

FOR MONTH ENDED: NOVEMBER 30, 2017

RECAP OF OPERATING RESULTS FOR THE MONTH:

- Revenues for the month were \$239,055 vs Budget of \$261,608 & \$1,104,104 YTD vs. Budget of \$1,308,042
 - YTD Revenues include:
 - Interest of \$245,687
 - Scholarship/Pass-thru Scholarship Donations of \$335,503
 - Donations \$202,250
 - Membership Fees \$110,812
 - Management Fees/Gift Fees of \$172,639
 - Special Events Income \$37,213
- Expenditures for the month were \$111,983 vs. Budget of 261,833 & YTD \$789,277 vs. Budget of \$1,309,167
 - YTD Expenditures include:
 - Scholarships \$316,921
 - Contributions to the College \$39,505
 - Reimbursement of Marketing Expense from District of \$100,000
- Net Income prior to Investment Activities was \$127,072 for the month and \$314,828 YTD
- Investment Activities for the month of November were \$241,662 and YTD totaled \$1,028,773
- The total **Net Surplus** for the month of **November** is **\$368,734** and YTD is **\$1,343,601**

❖ For full details of monthly financials, please see Board packet

COLLEGE OF THE DESERT FOUNDATION
STATEMENT OF FINANCIAL POSITION , NOVEMBER 30, 2017
WITH COMPARATIVE TOTALS FOR NOVEMBER 30, 2016

	Operating & Restricted Asset Funds		Endowed Asset Funds	Totals (Memorandum Only)	
	Unrestricted Fund	Temporarily Restricted Fund	Permanently Restricted Fund		
				2017-18	2016-17
ASSETS					
1 Cash and cash equivalents	\$ 1,997,200	\$ 2,515,535	\$ -	\$ 4,512,735	\$ 3,764,156
2 Investments	500,000	7,228,564	18,975,994	26,704,558	24,314,470
3 Pledges receivable	110,767	145,712	64,996	321,475	1,049,224
4 Allowance for Doubtful Accounts	2,520	-	-	2,520	-
5 Accounts Receivable	8,105	10	-	8,115	21,673
6 Funds held at College	5,000	-	-	5,000	5,000
7 Accrued interest receivable	33,194	33,241	-	66,435	54,016
8 Accrued assets	2,500	-	-	2,500	-
9 Property and equipment, net	7,562	-	-	7,562	11,088
10 FCCC - Scholarship Endowment	-	52,252	336,549	388,801	363,013
11 Split interest agreements	-	142,957	-	142,957	134,395
TOTAL ASSETS	\$ 2,666,848	\$ 10,118,272	\$ 19,377,539	\$ 32,162,658	\$ 29,717,035
LIABILITIES					
12 Accounts payable	36,499	1,731	-	38,230	360,509
13 Deferred Contributions	(2,929.11)	-	-	(2,929.11)	(2,150.04)
14 Accrued liabilities	49,803	-	-	49,803	73,897
TOTAL LIABILITIES	\$ 83,372	\$ 1,731	\$ -	\$ 85,104	\$ 432,255
NET ASSETS, beginning					
Unrestricted:					
15 Undesignated	1,590,357	-	-	1,590,357	254,120
16 Board designated	500,000	-	-	500,000	500,000
17 Temporarily restricted	-	9,266,059	-	9,266,059	8,496,919
18 Permanently restricted	-	-	19,377,539	19,377,539	18,840,936
TOTAL NET ASSETS, beginning	\$ 2,090,357	\$ 9,266,059	\$ 19,377,539	\$ 30,733,954	\$ 28,091,975
19 Net Activity	493,119	850,482	-	1,343,601	1,192,804
NET ASSETS	\$ 2,583,476	\$ 10,116,541	\$ 19,377,539	\$ 32,077,555	\$ 29,284,779
TOTAL LIABILITIES AND NET ASSETS	\$ 2,666,848	\$ 10,118,272	\$ 19,377,539	\$ 32,162,658	\$ 29,717,035

STATEMENT OF ACTIVITIES (INCOME STATEMENT)
FOR CURRENT MONTH ENDED 11/30/17 & YTD

	CURRENT MONTH ENDING 11/30/2017			Prior Year Month Ending 11/30/2016	YEAR TO DATE			PRIOR YTD ENDING		CURRENT YEAR BUDGET	
	ALL FUNDS	Budget	Variance			ALL FUNDS	Budget	Variance	11/30/2016		2017/18
(1/12 OF Annual Budget)											
(5/12 OF Annual Budget)											
OPERATIONAL / ADMINISTRATIVE & PROGRAM SUPPORT											
OPERATING REVENUE											
1 Interest	\$ 46,535	\$ 41,667	\$ 4,868	\$ 44,593	\$ 245,687	\$ 208,333	\$ 37,354	\$ 222,193	\$ 500,000		
2 Management Fees (Monthly)	\$ 32,267	\$ 36,250	\$ (3,983)	\$ 36,326	\$ 163,022	\$ 181,250	\$ (18,228)	\$ 176,169	\$ 435,000		
3 Gift Fees (Monthly)	\$ 3,423	\$ 3,125	\$ 298	-	\$ 9,617	\$ 15,625	\$ (6,008)	\$ -	\$ 37,500		
4 In-Kind Revenue	\$ -	\$ 5,667	\$ (5,667)	\$ -	\$ -	\$ 28,333	\$ (28,333)	\$ -	\$ 68,000		
5 TOTAL OPERATING REVENUE	\$ 82,225	\$ 86,708	\$ (4,483)	\$ 80,919	\$ 418,326	\$ 433,542	\$ (15,216)	\$ 398,362	\$ 1,040,500		
OPERATING EXPENSES - ADMINISTRATIVE											
6 General	\$ 40,072	\$ 48,200	\$ 8,128	\$ 39,201	\$ 209,057	\$ 241,000	\$ 31,943	\$ 190,585	\$ 578,400		
7 Salaries & Benefits (Operating Portion)	\$ 28,117	\$ 58,245	\$ 30,134	\$ 53,465	\$ 186,036	\$ 291,227	\$ 105,191	\$ 257,618	\$ 698,945		
8 Facilities & Maintenance	\$ 497	\$ 7,425	\$ 6,928	\$ 550	\$ 5,421	\$ 37,125	\$ 31,704	\$ 8,126	\$ 89,100		
9 Independent Contractors	\$ -	\$ 1,460	\$ 1,460	\$ 332	\$ 8,160	\$ 7,298	\$ (862)	\$ 30,159	\$ 17,516		
10 Marketing	\$ 9,968	\$ 16,642	\$ 6,674	\$ 63,492	\$ (43,450)	\$ 83,208	\$ 126,658	\$ 132,081	\$ 199,700		
11 Contributions to College	\$ 27,569	\$ 108,433	\$ 80,864	\$ 129,988	\$ 356,351	\$ 542,167	\$ 185,816	\$ 715,085	\$ 1,301,200		
12 TOTAL OPERATING EXPENSES	\$ 106,217	\$ 240,405	\$ 134,188	\$ 287,028	\$ 721,575	\$ 1,202,026	\$ 480,451	\$ 1,333,654	\$ 2,884,861		
13 OPERATING SURPLUS (DEFICIT)	\$ (23,992)	\$ (153,697)	\$ (138,671)	\$ (206,109)	\$ (303,249)	\$ (768,484)	\$ (495,666)	\$ (935,292)	\$ (1,844,361)		
FUNDRAISING											
FUNDRAISING REVENUE											
14 Donations/Gifts/Grants	\$ 113,271	\$ 113,333	\$ (62)	\$ 1,106,130	\$ 537,753	\$ 566,667	\$ (28,914)	\$ 1,527,105	\$ 1,360,000		
15 Annual Fund/Direct Mail	\$ -	\$ 16,667	\$ (16,667)	\$ -	\$ -	\$ 83,333	\$ (83,333)	\$ -	\$ 200,000		
16 Memberships	\$ 18,848	\$ 16,667	\$ 2,181	\$ 7,459	\$ 110,812	\$ 83,333	\$ 27,479	\$ 140,312	\$ 200,000		
17 Special Events (Net)	\$ 24,711	\$ 28,233	\$ (3,522)	\$ 132,804	\$ 37,213	\$ 141,167	\$ (103,953)	\$ 444,585	\$ 338,800		
18 TOTAL FUNDRAISING REVENUE:	\$ 156,830	\$ 174,900	\$ (18,070)	\$ 1,246,393	\$ 685,778	\$ 874,500	\$ (188,722)	\$ 2,112,002	\$ 2,098,800		
FUNDRAISING EXPENSES											
19 Donor Development	\$ 1,418	\$ 4,325	\$ 2,907	\$ 486	\$ 6,528	\$ 21,625	\$ 15,097	\$ 10,988	\$ 51,900		
20 Salaries & Benefits (Fundraising Portion)	\$ 2,323	\$ 4,870	\$ 2,547	\$ 4,866	\$ 16,047	\$ 24,349	\$ 8,302	\$ 23,211	\$ 58,439		
21 Independent Contractors	\$ 1,200	\$ 9,250	\$ 8,050	\$ 11,200	\$ 41,200	\$ 46,250	\$ 5,050	\$ 58,825	\$ 111,000		
22 Membership	\$ 100	\$ 2,083	\$ 1,983	\$ 1,191	\$ 100	\$ 10,417	\$ 10,317	\$ 4,724	\$ 25,000		
23 Marketing (Fundraising Portion)	\$ 724	\$ 900	\$ 176	\$ 639	\$ 3,827	\$ 4,500	\$ 673	\$ 4,698	\$ 10,800		
24 TOTAL FUNDRAISING/PROGRAM EXPENSES:	\$ 5,765	\$ 21,428	\$ 15,663	\$ 18,382	\$ 67,702	\$ 107,141	\$ 39,439	\$ 102,446	\$ 257,139		
25 FUNDRAISING SURPLUS (DEFICIT)	\$ 151,065	\$ 153,472	\$ (3,733)	\$ 1,228,011	\$ 618,076	\$ 767,359	\$ (228,161)	\$ 2,009,556	\$ 1,841,661		
OPERATING REVENUE BUDGET FY 2017/18	\$ 82,225	\$ 86,708	\$ (4,483)	\$ 80,919	\$ 418,326	\$ 433,542	\$ (15,216)	\$ 398,362	\$ 1,040,500		
FUNDRAISING REVENUE BUDGET FY 2017/18	\$ 156,830	\$ 174,900	\$ (18,070)	\$ 1,246,393	\$ 685,778	\$ 874,500	\$ (188,722)	\$ 2,112,002	\$ 2,098,800		
26 TOTAL 2017/18 REVENUE BUDGET:	\$ 239,055	\$ 261,608	\$ (22,553)	\$ 1,327,312	\$ 1,104,104	\$ 1,308,042	\$ (203,937)	\$ 2,510,364	\$ 3,139,300		
OPERATING EXPENDITURE BUDGET FY 2017/18	\$ 106,217	\$ 240,405	\$ 134,188	\$ 287,028	\$ 721,575	\$ 1,202,026	\$ 480,451	\$ 1,333,654	\$ 2,884,861		
FUNDRAISING EXPENDITURE BUDGET FY 2017/18	\$ 5,765	\$ 21,428	\$ 15,663	\$ 18,382	\$ 67,702	\$ 107,141	\$ 39,439	\$ 102,446	\$ 257,139		
27 TOTAL 2017/18 EXPENDITURE BUDGET:	\$ 111,983	\$ 261,833	\$ 149,851	\$ 305,410	\$ 789,277	\$ 1,309,167	\$ 519,890	\$ 1,436,100	\$ 3,142,000		
NET SURPLUS (DEFICIT) BEFORE INVESTMENT ACTIVITY	\$ 127,072	\$ (225)	\$ (172,404)	\$ 1,021,902	\$ 314,828	\$ (1,125)	\$ (723,827)	\$ 1,074,264	\$ (2,700)		
Investment Activities	\$ 241,662	\$ 16,250	\$ -	\$ 98,111	\$ 1,028,773	\$ 81,250	\$ -	\$ 118,542	\$ 118,542		
30 NET SURPLUS (DEFICIT)	\$ 368,734	\$ 1,080,013	\$ (172,404)	\$ 1,080,013	\$ 1,343,601	\$ (723,827)	\$ 1,192,806	\$ 1,192,806	\$ 1,192,806		

	Current YTD			FY 17/18 Annual Budget	Variance %	Prior Year
	Revenues	Expenditures	Ending 11/30/17			Month Ending 11/30/16
Balances:						
Spring Luncheon -105						
Donations	100.00	0.00	100.00			0.00
Special Events Inco	0.00	0.00	0.00			0.00
Scholarship Donations	0.00	0.00	0.00			0.00
Printing/Design/Gra	0.00	0.00	0.00			0.00
Postage	0.00	0.00	0.00			0.00
Special Event Income	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>			<u>0.00</u>
Total Spring Luncheon	100.00	0.00	100.00	15,000.00	0.67%	0.00
Holiday Luncheon - 119						
Special Events Income	7,565.00	0.00	7,565.00			0.00
Special Events Expenses	0.00	0.00	0.00			0.00
Marketing Expenses	0.00	(2,273.75)				
Printing Design/Graphics	<u>0.00</u>	<u>(818.47)</u>	<u>(818.47)</u>			<u>0.00</u>
Total Holiday Lunch	7,565.00	(3,092.22)	4,472.78	0.00	0.00%	0.00
FALL LUNCHEON - 101						
Special Events Income	0.00	0.00	0.00			6,590.00
Special Events Expenses	0.00	0.00	0.00			(3,640.00)
Printing/Design/Graphics	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>			<u>(1,356.98)</u>
TOTAL FALL LUNCHEON	0.00	0.00	0.00	10,000.00	0.00%	1,593.02
Coeta Barker Tea - 164						
Special Events Income	0.00	0.00	0.00			0.00
Special Events Expenses	0.00	0.00	0.00			0.00
Printing Design/Graphics	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>			<u>0.00</u>
Total Coeta Barker Tea	0.00	0.00	0.00	5,000.00	0.00%	0.00
Citizen of Distinction - 181						
Special Event Income	0.00	0.00	0.00			162,950.00
Special Event Expenses	0.00	0.00	0.00			(5,120.65)
Donations	0.00	0.00	0.00			25.00
Scholarship Donations	0.00	0.00	0.00			0.00
Auxiliary Expenses	0.00	0.00	0.00			(552.50)
Postage	0.00	0.00	0.00			(81.65)
Marketing	0.00	0.00	0.00			(637.50)
Independent Contra	0.00	0.00	0.00			0.00
Office Supplies - Au	0.00	0.00	0.00			0.00
Printing/Design/Graphics	0.00	0.00	0.00			(2,734.27)
Recognition	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>			<u>(334.80)</u>
Total Citizen of Distinction	0.00	0.00	0.00	155,000.00	0.00%	153,513.63
Stepping Out for COD - 190						
Donations	0.00	0.00	0.00			0.00
Special Event Income	31,000.00	0.00	31,000.00			284,150.00
Special Event Expenses	0.00	0.00	0.00			0.00
Refunds	0.00	0.00	0.00			0.00
Equipment Fees	0.00	0.00	0.00			0.00
Postage	0.00	(1,451.92)	(1,451.92)			(242.64)
Printing/Design/Graphics	0.00	(2,156.72)	(2,156.72)			(1,903.66)
Clerk (Seasonal) - Student W	0.00	0.00	0.00			0.00
Office Supplies & Equipment	0.00	0.00	0.00			0.00
Independent Contra	0.00	0.00	0.00			0.00
Marketing	<u>0.00</u>	<u>(4,044.34)</u>	<u>(4,044.34)</u>			<u>(9,090.00)</u>
Total Stepping Out for COD	31,000.00	(7,652.98)	23,347.02	300,000.00	7.78%	272,913.70
Presidents Circle Art Auction - 202						
Special Event Income	0.00	0.00	0.00			0.00
Special Event Expenses	0.00	(150.00)	(150.00)			0.00
Total Presidents Circle Art Aucti	0.00	(150.00)	(150.00)	0.00		0.00
Total Balances:	\$ 38,665.00	\$(10,895.20)	\$ 27,769.80	\$ 485,000.00	5.73%	\$428,020.35



FINANCIAL SUMMARY

December 31, 2017



COLLEGE
of the **DESERT**
FOUNDATION

NOTES TO THE FINANCIAL STATEMENTS

FOR MONTH ENDED: DECEMBER 31, 2017

RECAP OF OPERATING RESULTS FOR THE MONTH:

- Revenues for the month were \$441,441 vs Budget of \$261,608 & \$1,545,692 YTD vs. Budget of \$1,569,650
 - o YTD Revenues include:
 - Interest of \$312,235
 - Scholarship/Pass-thru Scholarship Donations of \$474,617
 - Donations/Grants \$300,394
 - Membership Income \$162,010
 - Management Fees/Gift Fees of \$214,074
 - Special Events Income (Net) \$82,362
- Expenditures for the month were \$258,797 vs. Budget of 261,833 & YTD \$1,047,958 vs. Budget of \$1,571,000
 - o YTD Expenditures include:
 - Scholarships \$360,966
 - Contributions to the College \$137,253
 - Reimbursement of Marketing Expense from District of \$100,000
- Net Income prior to Investment Activities was \$182,644 for the month and \$497,734 YTD
- Investment Activities for the month of December were \$65,537 and YTD totaled \$1,094,310
- The total **Net Surplus** for the month of **December** is **\$248,181** and YTD is **\$1,592,045**

❖ For full details of monthly financials, please see Board packet

COLLEGE OF THE DESERT FOUNDATION
STATEMENT OF FINANCIAL POSITION , DECEMBER 31, 2017
WITH COMPARATIVE TOTALS FOR DECEMBER 31, 2016

	Operating & Restricted Asset Funds		Endowed Asset Funds	Totals (Memorandum Only)	
	Unrestricted Fund	Temporarily Restricted Fund	Permanently Restricted Fund	2017-18	2016-17
ASSETS					
1 Cash and cash equivalents	\$ 2,066,664	\$ 4,068,019	\$ -	\$ 6,134,683	\$ 4,023,272
2 Investments	500,000	5,752,661	18,975,994	25,228,655	24,720,489
3 Pledges receivable	104,567	145,712	64,996	315,275	825,586
4 Allowance for Doubtful Accounts	2,520	-	-	2,520	-
5 Accounts Receivable	11,990	10	-	12,000	8,333
6 Funds held at College	5,000	-	-	5,000	5,000
7 Accrued interest receivable	33,194	33,241	-	66,435	54,016
8 Accrued assets	2,500	-	-	2,500	-
9 Property and equipment, net	7,562	-	-	7,562	11,088
10 FCCC - Scholarship Endowment	-	52,252	336,549	388,801	363,013
11 Split interest agreements	-	142,957	-	142,957	134,395
TOTAL ASSETS	\$ 2,733,997	\$ 10,194,853	\$ 19,377,539	\$ 32,306,388	\$ 30,145,193
LIABILITIES					
12 Accounts payable	59,272	35,313	-	94,585	332,789
13 Deferred Contributions	(75,264.11)	(88,733.75)	-	(163,997.86)	(2,052)
14 Accrued liabilities	49,803	-	-	49,803	73,897
TOTAL LIABILITIES	\$ 33,811	\$ (53,420)	\$ -	\$ (19,610)	\$ 404,634
NET ASSETS, beginning					
Unrestricted:					
15 Undesignated	1,590,357	-	-	1,590,357	254,120
16 Board designated	500,000	-	-	500,000	500,000
17 Temporarily restricted	-	9,266,059	-	9,266,059	8,496,919
18 Permanently restricted	-	-	19,377,539	19,377,539	18,840,936
TOTAL NET ASSETS, beginning	\$ 2,090,357	\$ 9,266,059	\$ 19,377,539	\$ 30,733,954	\$ 28,091,975
19 Net Activity	609,829	982,215	-	1,592,044	1,648,584
NET ASSETS	\$ 2,700,186	\$ 10,248,274	\$ 19,377,539	\$ 32,325,998	\$ 29,740,559
TOTAL LIABILITIES AND NET ASSETS	\$ 2,733,997	\$ 10,194,853	\$ 19,377,539	\$ 32,306,388	\$ 30,145,193

STATEMENT OF ACTIVITIES (INCOME STATEMENT)
FOR CURRENT MONTH ENDED 12/31/17 & YTD

	CURRENT MONTH ENDING 12/31/2017				Prior Year Month Ending 12/31/2016	YEAR TO DATE				PRIOR YTD ENDING		CURRENT YEAR BUDGET
	ALL FUNDS		Variance			ALL FUNDS	Budget	Variance	12/31/2016			
	(1/12 OF Annual Budget)											
OPERATIONAL / ADMINISTRATIVE & PROGRAM SUPPORT												
OPERATING REVENUE												
1	Interest	\$ 66,548	\$ 41,667	\$ 24,881	\$ 74,813	\$ 312,235	\$ 250,000	\$ 62,235	\$ 297,006	\$ 500,000		
2	Management Fees (Monthly)	\$ 32,352	\$ 36,250	\$ (3,898)	\$ 36,747	\$ 195,374	\$ 217,500	\$ (22,126)	\$ 212,916	\$ 435,000		
3	Gift Fees (Monthly)	\$ 9,083	\$ 3,125	\$ 5,958	-	\$ 18,700	\$ 18,750	\$ (50)	-	\$ 37,500		
4	In-Kind Revenue	\$ -	\$ 5,667	\$ (5,667)	-	\$ -	\$ 34,000	\$ (34,000)	\$ -	\$ 68,000		
5	TOTAL OPERATING REVENUE	\$ 107,983	\$ 86,708	\$ 21,275	\$ 111,560	\$ 526,309	\$ 520,250	\$ 6,059	\$ 509,922	\$ 1,040,500		
OPERATING EXPENSES - ADMINISTRATIVE												
6	General	\$ 43,447	\$ 48,200	\$ 4,753	\$ 38,480	\$ 252,615	\$ 289,200	\$ 36,585	\$ 229,066	\$ 578,400		
7	Salaries & Benefits (Operating Portion)	\$ 36,652	\$ 58,245	\$ 21,594	\$ 51,292	\$ 222,687	\$ 349,473	\$ 126,786	\$ 308,910	\$ 698,945		
8	Facilities & Maintenance	\$ 65	\$ 7,425	\$ 7,360	\$ 550	\$ 5,486	\$ 44,550	\$ 39,064	\$ 8,677	\$ 89,100		
9	Independent Contractors	\$ -	\$ 1,460	\$ 1,460	\$ -	\$ 8,160	\$ 8,758	\$ 598	\$ 30,159	\$ 17,516		
10	Marketing	\$ 27,560	\$ 16,642	\$ (10,919)	\$ 18,037	\$ (15,888)	\$ 99,850	\$ 115,738	\$ 150,119	\$ 199,700		
11	Contributions to College	\$ 142,793	\$ 108,433	\$ (34,360)	\$ 110,726	\$ 498,719	\$ 650,600	\$ 151,881	\$ 825,810	\$ 1,301,200		
12	TOTAL OPERATING EXPENSES	\$ 250,517	\$ 240,405	\$ (10,112)	\$ 219,085	\$ 971,779	\$ 1,442,431	\$ 470,652	\$ 1,552,741	\$ 2,884,861		
13	OPERATING SURPLUS (DEFICIT)	\$ (142,534)	\$ (153,697)	\$ 31,387	\$ (107,525)	\$ (445,470)	\$ (922,181)	\$ (464,593)	\$ (1,042,819)	\$ (1,844,361)		
FUNDRAISING												
FUNDRAISING REVENUE												
14	Donations/Gifts/Grants	\$ 237,259	\$ 113,333	\$ 123,926	\$ 285,413	\$ 775,011	\$ 680,000	\$ 95,011	\$ 1,812,517	\$ 1,360,000		
15	Annual Fund/Direct Mail	\$ -	\$ 16,667	\$ (16,667)	\$ -	\$ -	\$ 100,000	\$ (100,000)	\$ -	\$ 200,000		
16	Memberships	\$ 51,198	\$ 16,667	\$ 34,531	\$ 22,129	\$ 162,010	\$ 100,000	\$ 62,010	\$ 162,441	\$ 200,000		
17	Special Events (Net)	\$ 45,001	\$ 28,233	\$ 16,767	\$ 85,007	\$ 82,362	\$ 169,400	\$ (87,038)	\$ 529,592	\$ 338,800		
18	TOTAL FUNDRAISING REVENUE:	\$ 333,458	\$ 174,900	\$ 158,558	\$ 392,549	\$ 1,019,383	\$ 1,049,400	\$ (30,017)	\$ 2,504,550	\$ 2,098,800		
FUNDRAISING EXPENSES												
19	Donor Development	\$ 73	\$ 4,325	\$ 4,252	\$ 1,365	\$ 6,648	\$ 25,950	\$ 19,302	\$ 12,353	\$ 51,900		
20	Salaries & Benefits (Fundraising Portion)	\$ 3,168	\$ 4,870	\$ 1,702	\$ 4,669	\$ 19,215	\$ 29,219	\$ 10,004	\$ 27,881	\$ 58,439		
21	Independent Contractors	\$ -	\$ 9,250	\$ 9,250	\$ 6,000	\$ 41,200	\$ 55,500	\$ 14,300	\$ 64,825	\$ 111,000		
22	Membership	\$ -	\$ 2,083	\$ 2,083	\$ -	\$ 250	\$ 12,500	\$ 12,250	\$ 4,724	\$ 25,000		
23	Marketing (Fundraising Portion)	\$ 5,038	\$ 900	\$ (4,138)	\$ (403)	\$ 8,866	\$ 5,400	\$ (3,466)	\$ 4,295	\$ 10,800		
24	TOTAL FUNDRAISING/PROGRAM EXPENSES:	\$ 8,279	\$ 21,428	\$ 13,149	\$ 11,631	\$ 76,179	\$ 128,569	\$ 52,391	\$ 114,078	\$ 257,139		
25	FUNDRAISING SURPLUS (DEFICIT)	\$ 325,179	\$ 153,472	\$ 145,409	\$ 380,918	\$ 943,204	\$ 920,831	\$ (82,408)	\$ 2,390,473	\$ 1,841,661		
OPERATING REVENUE BUDGET FY 2017/18												
FUNDRAISING REVENUE BUDGET FY 2017/18												
26	TOTAL 2017/18 REVENUE BUDGET:	\$ 441,441	\$ 261,608	\$ 179,832	\$ 504,109	\$ 1,545,692	\$ 1,569,650	\$ (23,958)	\$ 3,014,472	\$ 3,139,300		
OPERATING EXPENDITURE BUDGET FY 2017/18												
FUNDRAISING EXPENDITURE BUDGET FY 2017/18												
27	TOTAL 2017/18 EXPENDITURE BUDGET:	\$ 258,797	\$ 261,833	\$ 3,037	\$ 230,716	\$ 1,047,958	\$ 1,571,000	\$ 523,042	\$ 1,666,819	\$ 3,142,000		
NET SURPLUS (DEFICIT) BEFORE INVESTMENT ACTIVITY												
28	Investment Activities	\$ 182,644	\$ (225)	\$ 176,796	\$ 273,393	\$ 497,734	\$ (1,350)	\$ (547,001)	\$ 1,347,653	\$ (2,700)		
29		\$ 65,537	\$ 16,250	\$ -	\$ 182,385	\$ 1,094,310	\$ 97,500	\$ -	\$ 300,929	\$ (2,700)		
30	NET SURPLUS (DEFICIT)	\$ 248,181	\$ 176,796	\$ 176,796	\$ 455,778	\$ 1,592,045	\$ 1,666,150	\$ (547,001)	\$ 1,648,582	\$ 1,648,582		

			Current YTD	FY 17/18	Variance	Prior Year
	Revenues	Expenditures	Ending 12/31/17	Annual Budget	%	Month Ending 12/31/16
Balances:						
Spring Luncheon - 105						
Donations	100.00	0.00	100.00			0.00
Special Events Income	0.00	0.00	0.00			0.00
Scholarship Donations	0.00	0.00	0.00			0.00
Printing/Design/Graphics	0.00	0.00	0.00			0.00
Postage	0.00	0.00	0.00			0.00
Special Event Income	0.00	0.00	0.00			0.00
Total Spring Luncheon	100.00	0.00	100.00	15,000.00	0.67 %	0.00
Holiday Luncheon - 119						
Special Events Income	9,235.00	0.00	9,235.00			0.00
Special Events Expenses	0.00	(4,691.43)	0.00			0.00
Marketing Expenses	0.00	(2,465.00)				
Printing Design/Graphics	0.00	(818.47)	(818.47)			0.00
Total Holiday Luncheon	9,235.00	(7,974.90)	1,260.10	0.00	0.00 %	0.00
FALL LUNCHEON - 101						
Special Events Income	0.00	0.00	0.00			6,590.00
Special Events Expenses	0.00	0.00	0.00			(3,640.00)
Printing/Design/Graphics	0.00	0.00	0.00			(1,356.98)
TOTAL FALL LUNCHEON	0.00	0.00	0.00	10,000.00	0.00 %	1,593.02
Coeta Barker Tea - 164						
Special Events Income	0.00	0.00	0.00			0.00
Special Events Expenses	0.00	0.00	0.00			0.00
Printing Design/Graphics	0.00	0.00	0.00			0.00
Total Coeta Barker Tea	0.00	0.00	0.00	5,000.00	0.00 %	0.00
Citizen of Distinction - 181						
Special Event Income	0.00	0.00	0.00			218,693.05
Special Event Expenses	0.00	0.00	0.00			(19,006.71)
Donations	0.00	0.00	0.00			40,108.00
Scholarship Donations	0.00	0.00	0.00			6,325.00
Auxiliary Expenses	0.00	0.00	0.00			(552.50)
Postage	0.00	0.00	0.00			(81.65)
Marketing	0.00	0.00	0.00			(2,160.25)
Independent Contractors	0.00	0.00	0.00			0.00
Office Supplies - Auxiliary	0.00	0.00	0.00			(75.00)
Printing/Design/Graphics	0.00	0.00	0.00			(4,241.65)
Recognition	0.00	0.00	0.00			(334.80)
Total Citizen of Distinction	0.00	0.00	0.00	155,000.00	0.00 %	238,673.49
Stepping Out for COD - 190						
Donations	0.00	0.00	0.00			0.00
Special Event Income	78,075.00	0.00	78,075.00			326,800.00
Special Event Expenses	0.00	(52.77)	(52.77)			0.00
Refunds	0.00	0.00	0.00			0.00
Equipment Fees	0.00	0.00	0.00			0.00
Postage	0.00	(1,451.92)	(1,451.92)			(242.64)
Printing/Design/Graphics	0.00	(2,156.72)	(2,156.72)			(3,143.91)
Clerk (Seasonal) - Student Worker	0.00	0.00	0.00			0.00
Office Supplies & Equipment	0.00	0.00	0.00			0.00
Independent Contractors	0.00	0.00	0.00			0.00
Marketing	0.00	(10,298.09)	(10,298.09)			(10,853.75)
Total Stepping Out for COD	78,075.00	(13,959.50)	64,115.50	300,000.00	21.37 %	312,559.70
Presidents Circle Art Auction - 202						
President's Circle Special Events Income	35,000.00	0.00	35,000.00			0.00
Special Event Expenses	0.00	(150.00)	(150.00)			0.00
Total Presidents Circle Art Auction - 202	35,000.00	(150.00)	34,850.00	0.00		0.00
Total Balances:	\$122,410.00	\$(22,084.40)	\$ 100,325.60	\$485,000.00	20.69 %	\$ 552,826.21

SCHOLARSHIP REPORT			
FY 2017/18			
2ND QUARTER ENDED 12/31/17 & YTD			
DISCIPLINES/PROGRAMS		TOTAL AWARDED 2ND QTR 2017/18	TOTAL AWARDED YTD
ALL - GENERAL		7,000	56,000
APPLIED SCIENCE AND BUSINESS	ADMINISTRATION OF JUSTICE/ADVANCED OFFICER TRAINING/AGRICULTURE-BUSINESS/AGRICULTURE- ENVIRONMENTAL HORTICULTURE/AGRICULTURE- PLANT SCIENCE/AIR CONDITIONING/APPLIED CONSTRUCTION TECHNOLOGY/ARCHITECTURE/AUTOMOTIVE TECHNOLOGY/BASIC PEACE OFFICER TRAINING/BUILDING INSPECTION TECHNOLOGY	6,500	14,000
ARTS & SCIENCES	ALCOHOL & DRUG STUDIES/ANTHROPOLOGY/ART/DANCE/GEOGRAPH Y/HISTORY/MASS COMMUNICATION/MUSIC/PHILOSOPHY/POLITICAL SCIENCE/PSYCHOLOGY	2,849	17,958
HEALTH SCIENCES AND EDUCATION	DISABLED STUDENTS PROGRAMS & SERVICES/EARLY CHILDHOOD EDUCATION/HEALTH EDUCATION/HEALTH SCIENCES/KINESIOLOGY/NURSING/RECREATION/ VARSITY SPORTS - MEN/VARSITY SPORTS- WOMEN/VARSITY SPORTS OFF-SEASON	5,750	36,000
PASS THRU SCHOLARSHIPS	DONOR DESIGNATED SCHOLARSHIPS - FOUNDATION ACCOUNTS AND PROCESSES CHECKS FOR PAYMENT DIRECTLY TO STUDENTS. FOUNDATION RECEIVES NO MANAGEMENT FEES FOR THIS SERVICE	90,932	222,008
COMMUNICATIONS & HUMANITIES	ADULT BASIC EDUCATION/AMERICAN SIGN LANGUAGE/FRENCH/GERMAN/ITALIAN/ JAPANESE/SPANISH LANGUAGES/READING	0	0
STUDENT EMERGENCY FUNDS	FOR STUDENTS IN CRISIS - EMERGENCY FUNDS	0	0
MATH & SCIENCE	ASTRONOMY/BIOLOGY/CHEMISTRY/COMPUTER SCIENCES/ENGINEERING/GEOLOGY/MATHEMATICS /PHYSICS	0	0
STUDENT SUCCESS & STUDENT LEARNING	CALWORKS/EOPS-CARE-FOSTER YOUTH/INTERNATIONAL EDUCATION/STUDENT LIFE-STUDENT DISCIPLINE/TRIO PROGRAMS-ACES, DSPS, UPWARD BOUND, VETERANS/VETERAN SERVICES	3,000	15,000
Total Scholarships Awarded - 2ND QTR & YTD		116,031	360,966

Contributions to College of the Desert			
FY 2017/18			
2nd Quarter Ending 12/31/17			
DISCIPLINES/PROGRAMS		TOTAL PAID 2ND QTR 2017/18	TOTAL PAID YTD FY 2017/18
ALL - GENERAL	All Faculty Staff & Dinner/Flex Events	\$ -	\$ 10,849
APPLIED SCIENCE AND BUSINESS (ASB)	1. Equipment Repairs 2. Instructional Supplies 3. PSA Shirts for staff 4. 20xDefibtech AED Units 5. Update Industry Equip. Software with Euro Expansion 6. Basic Fire Academy Coordinator Wages	7,800	\$ 8,004
ARTS & SCIENCES (ASOCS)	1. Guest Lecturer & Concert for Intro to Music 2. Floral Arrangement for Faculty Member Spouse Death	4,150	\$ 4,150
HEALTH SCIENCES AND EDUCATION (HSE)	1. CDC Community Kitchen Garden Supplies 2. Kinesiology/Athletics COD Golf Shoes 3. Nursing-Hill-Rom 1000 Bed Model P1160 4. Nursing- Updated equipment 5. Athletics-Womens Golf Team Uniforms/Golf Bags	8,434	\$ 10,662
PRESIDENTS FUND	1. Meals/Beverages for K-12 Education Consortium Meetings 2. Gold Sponsor 2016 Coachella Valley Economic Partnership	1,386	\$ 22,991
COMMUNICATIONS & HUMANITIES (CH)	Adult Basic Education/American Sign Language/French/German/Italian/Japanese/ Spanish Languages/Reading	-	\$ -
STUDENT EMERGENCY FUNDS	FOR STUDENTS IN CRISIS - EMERGENCY FUNDS	1,725	\$ 1,725
MATH & SCIENCE (MS)	1. Edison Grant Portion-Students Tuition-PV Solar Class	-	\$ -
EXECUTIVE DEAN, INST. EFFECTIVENESS, ED SERV. & PLANNING	Academic Skills Center/Admissions/Records/Assesement/Counseling /Financial Aid/EDGE/Pledge/Institutional Research/Library & Information Systems/Tutoring	91,428	\$ 97,953
STUDENT SUCCESS & STUDENT LEARNING (SSSL)	1. Spending money for Veteran students for Dodge Baseball game 2. Emergency Request for Veteran Student 3. Stater Brothers gift cards for Veteran Students	576	\$ 3,911
Total Contributions Paid - 2ND Qtr & YTD		\$ 115,500	\$ 160,244



COLLEGE
of the **DESERT**
FOUNDATION

PREPARED FOR COD FOUNDATION BOARD

TITLE: ESTABLISHING A CAPITAL ASSETS THRESHOLD POLICY & DISPOSAL OF FULLY DEPRECIATED CAPITAL ASSETS ITEMS NO LONGER IN SERVICE

BACKGROUND:

During the fiscal year ended 2016-2017 audit our current auditors Vavrinek, Trine, Day & Co., made the observation that the Foundation does not currently have an established capitalization threshold for fixed assets. They made a recommendation in their letter to the Board of Directors and Management that the Foundation establish a threshold for capitalization of fixed assets.

The current capitalization threshold for the District Auxiliary Golf Center is \$2,000. Being that the College of the Desert Foundation is also considered an auxiliary arm of the College, it would seem strategic to model the same capitalization threshold as already established for the District Auxiliary.

As of June 30, 2017 the book value of the fully depreciated items no longer in service was \$5,399.44. Additionally, there is \$4,935.53 in fully depreciated items that are still in use.

FISCAL IMPLICATION: Asset acquisition costs below the capitalization threshold will be expensed as incurred. Asset acquisition costs that are equal or greater than the threshold are to be capitalized on the Balance Sheet and depreciated over the assets useful life.

RECOMMENDATION: Record entry to remove fully depreciated items that are no longer in service and adopt a Capitalization Threshold Policy.

CAPITAL PURCHASES & CAPITALIZATION THRESHOLD POLICY

This policy was approved by the College of the Desert Foundation Board of Directors
on _____ (date).

Definition and Threshold:

Capital purchases comprise furniture, fixtures, equipment, software, leasehold improvements, etc. that meet two criteria:

- 1) A useful life of more than one year, and
- 2) Cost more than a certain amount.

The College of the Desert Foundation Board of Directors has established \$ 2,000 as the threshold amount for capitalization.

Competitive bid:

For purchases in excess of \$5,000, competitive bids (preferably three, minimum two) should be sought when appropriate.

Approval:

College of the Desert Foundations Budget is updated each year and should include proposed capital purchases that are anticipated to take place during the year. Those purchases itemized within the approved budget are considered approved.

College of the Desert Foundation Budget includes general funds accessed by the executive director without prior approval, provided resources are available and with the stipulation that the board be informed of any expenditures exceeding \$25,000 prior to the purchase.

Capital purchases not within the approved budget, or beyond the scope of the discretionary fund, must be specifically approved by the College of the Desert Board of Directors. To seek such approval the executive director must provide the price and rationale for the purchase and assurance of availability of financial resources to support the purchase.

Recordkeeping:

College of the Desert Foundation shall maintain a list of fixed assets showing the date of the acquisition, its cost, and a schedule for depreciation of the asset. College of the Desert Foundation shall keep on file documentation for each purchase.

Annual depreciation expense will be included in College of the Desert Foundations annual operating budget.

For each purchase, the executive director shall evaluate whether the acquisition will have an impact on insurance coverage, determine if present coverage valuations are adequate, and obtain additional coverage if necessary.



COLLEGE
of the **DESERT**
FOUNDATION

PREPARED FOR COD FOUNDATION BOARD OF DIRECTORS

TITLE: CONTRACTS \$25,000 OR GREATER FOR BOARD APPROVAL

The following is a list of contracts signed for fiscal year 2017/18 for Board approval.

- **The Desert Sun** – Total Contract amount not to exceed \$160,000
 - o Term of Contract 10/01/2017 through 09/30/18
 - o Contract includes:
 - **Desert Scene** general advertising \$50,000
 - **COD Foundation** advertising \$50,000
 - **Stepping Out for COD** \$10,000
 - **College** advertising for 60th Anniversary \$25,000
 - **Street Fair** advertising Campaign \$25,000
 - o The College and Street Fair are reimbursing the Foundation for their portions of this contract
- **O'Bayley Communications** – Total Contract amount not to exceed \$30,000
 - o Term of Contract 07/01/17 through 06/30/18
 - o Contract includes:
 - **State of the College** planning & budgeting, logistics, strategy & counsel meetings, as well as onsite event coordination
 - **Academic Angels** public relations, graphics team, logistics & event coordination/production, as well as monthly strategy & counsel meetings with committee
 - **Stepping out for COD** advertising/planning & placement, public relations and calendar listings, media follow up/generating interview, etc. graphic design, logistics and event coordination/production, as well as strategy & counsel
- **Kay Hazen** – Total Contract amount not to exceed \$72,000
 - o Term of Contract 07/01/17 through 06/30/2018
 - o Contract includes:
 - Strategic Marketing
 - Public Relations
 - Event Planning/Coordination

ADVERTISING COMMITMENT

This Advertising Commitment, entered into by and between The Desert Sun Publishing, LLC ("Publisher") and C.O.D. Foundation Auxiliary ("Advertiser") is subject to the terms of the Advertising Services Agreement between Publisher and Advertiser dated as of 9/21/17 (the "Agreement"). Advertiser and Publisher hereby agree to the following Commitment during the period indicated below ("Commitment Term"). If, during or at the conclusion of the Commitment Term, Advertiser desires to make a new Commitment with Publisher, the parties will separately execute a new Advertising Commitment that will supersede this Advertising Commitment and will be incorporated into this Agreement by reference. Capitalized terms used in this Advertising Commitment and not defined herein will have the meanings ascribed to such terms in the Agreement.

Commitment Term: 10/1/17 through 9/30/18

Total Spend: \$ 160,000.00

Rates: The parties agree that the Rates set forth herein will apply to Advertiser's purchases of the Services below during the Commitment Term. Following the Commitment Term, unless the parties execute a new Advertising Commitment, all Services purchased by Advertiser will be billed at Publisher's then-current Standard Rate for such Services.

Print ROP & Preprint Advertising (Addendum A). The Advertiser has hereby agreed to the following (size, frequency, PCI) & Rates: **Desert Sun – Impact Pricing Applies – 20% Spend Discount Applies**
East/West Neighbors - Impact Pricing Applies – 20% Spend Discount Applies

Rate for print to SEO directory: \$ 25.00 per ad. Advertiser can opt out at any time.

Digital Display (Addendum A). The Advertiser has hereby agreed to the following (impressions, CPM, CPD, sponsorship) and/or Cars.com (Addendum A-2) and Rates: **20% Spend Discount Applies**

1. PFP & Lead Generation Ads (Addendum A). N/A

2. Digital Marketing Services (Addendum B). The Digital Marketing Services Rates outlined herein are based upon the Company's Digital Marketing Services Rate Card (SEO, PPC, email, social ads, social management, and web development): **Rate Card Rates Apply**

3. Other Advertising (Specialty Magazine, We Print, Post its, etc.). The Rates for Other Advertising outlined herein shall be earned based upon fulfillment of the Advertising Commitment: **Rate Card Rates Apply**

4. Sponsorship (Addendum C). The Advertiser has hereby agrees to the following sponsorship benefits of the Event and the Fee: **\$50K Desert Scene Sponsor**

5.

AGREED AND ACCEPTED:

PUBLISHER REPRESENTATIVE

By: _____

Name: _____

Title: _____

PUBLISHER REPRESENTATIVE

By: _____

Name: _____

Title: _____

ADVERTISER

By: Colleen of the Desert Foundation

Name: Burke

Title: Interim Executive Director

AGENCY

By: _____

Name: _____

Title: _____

with such display; and (iii) to use Advertiser's name and logo in connection with providing the Services.

4.3. Clearances. Advertiser will be responsible, at its own cost and expense, for obtaining all clearances, authorizations, permissions, licenses, and releases (collectively, "Clearances") from third parties necessary to enable Publisher to distribute the Advertiser Content under this Section 4, including, without limitation, (i) Clearances for any of the following creative elements appearing in or otherwise displayed via the Advertiser Content: photos, video footage, music (including, without limitation, any synchronization and mechanical licenses), audio tracks, trademarks, service marks, and rights of publicity and other indicia of identity, and (ii) Clearances from any individuals or entities whose trademarks, service marks, other corporate indicia, names, voices, likenesses, and other indicia of identity may appear in any of the Advertiser Content.

4.4. Advertiser Approval Right. To the extent that Publisher and/or its affiliates are developing any creative or other deliverables on behalf of Advertiser under any Order (e.g., Ads, emails, social media campaigns, etc.), Advertiser will have two (2) days from receipt of any such deliverable to review and approve the deliverable. Advertiser must notify Publisher in writing of any rejection of the deliverable within two (2) days after receipt thereof or the deliverable will be deemed approved by Advertiser. Advertiser will not unreasonably withhold its approval. Only one (1) round of revisions shall be provided unless otherwise agreed by Publisher. Additional corrections or modifications will be subject to an additional charge and may result in delays in the service start date.

5. Ownership. All Advertiser Content or other materials furnished by Advertiser for use hereunder will remain the property of Advertiser and, subject to Section 3.3, will be returned upon request. The results of any and all work performed by Publisher, including development of advertising material, creative work, or other content for Advertiser, will be the property of Publisher. Advertiser may not modify such material or authorize the reproduction or use of such material in any medium without Publisher's prior written consent. Unless otherwise agreed by the parties, Advertiser and its affiliates may use such creative content only in the format provided by Publisher.

6. User Information. Any user or usage data or information collected via Publisher's Digital Properties or related to Publisher's Digital Properties, or any information collected from sites operated by Publisher's affiliates under this Agreement, shall be the property of Publisher and/or such affiliates. Advertiser shall have no rights in such information by virtue of this Agreement. Any user or usage data or information collected via the Yahoo! Properties shall be the property of Yahoo! (to the extent Advertisements are

being placed on the Yahoo! Properties pursuant to the terms hereof).

7. Termination.

7.1. Termination of Agreement. Either party may terminate this Agreement (including all Addendums entered into hereunder) upon written notice to the other party (i) at any time, if there are no current Orders then in effect under any Addendum; (ii) in the event of a material breach of this Agreement or any Order by the other party that remains uncured for a period of thirty (30) days following receipt of written notice of such breach from the non-breaching party; or (iii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors, or ceases business as a going concern.

7.2. Termination of Orders. Publisher may terminate any Order for convenience at any time upon thirty (30) days' prior written notice to Advertiser.

7.3. Effect of Termination. Upon any termination of this Agreement, Advertiser shall pay to Publisher all accrued and unpaid fees for Services utilized by Advertiser through the effective date of termination. Sections 3, 4, 5, 6, 7.3, 8, 9, 10, 11 and 12, as well as any other representations, warranties or indemnification obligations under any Addendum will survive any termination of this Agreement.

8. Representations and Warranties; Disclaimer.

8.1. Advertiser Warranties. Advertiser represents and warrants that (i) it has the full right, power and authority to grant the licenses and related rights granted herein and has acquired any and all Clearances that are necessary in connection with Publisher's exercise of such rights and licenses, (ii) the Advertiser Content is true and accurate, does not violate any law or regulation and is not misleading, defamatory, libelous or slanderous, (iii) Publisher's use of the Advertiser Content in connection with providing the Services will not infringe upon or violate the rights or property interests of any third party, including without limitation, any patent, copyright, trademark, trade secret or other intellectual property or proprietary right of any other party, or any right of privacy or publicity, and (iv) Advertiser will maintain a privacy statement on its principal website ("Privacy Statement") that complies with applicable law and accurately and transparently discloses its privacy practices to users of such website, including any privacy practices implicated by the undertakings contemplated by this Agreement. Advertiser will notify Publisher in writing promptly if any of the foregoing representations and warranties becomes untrue.

8.2. Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. ALL SERVICES ARE PROVIDED "AS IS" AND "WITH ALL FAULTS." PUBLISHER, ITS

12.3. Assignment. Advertiser may not assign any of its rights and/or obligations hereunder or this Agreement without Publisher's prior written consent. Publisher shall have the right to assign, delegate or transfer, its rights and obligations, under this Agreement, in whole or in part. Publisher shall provide written notice to Advertiser of any such assignment.

12.4. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of New York, without regard to its conflict of law provisions.

12.5. Waiver of Jury Trial. Each party specifically waives any right to trial by jury in any court with respect to any claim against the other arising out of or connected in any way to this Agreement.

12.6. Force Majeure. Neither party will be liable to the other party for delays and/or defaults in its performance or commitments under this Agreement due to causes beyond its reasonable control and without its fault or negligence, including but not limited to acts of God or of the public enemy, fire or explosion, flood, earthquake, actions of the elements, war, riots, embargoes, quarantine, strikes, lockouts, disputes with workers or other labor disturbances, or acts or requests of any governmental authority.

12.7. Electronic Contract. The following provision applies if the Agreement is accepted electronically. The Agreement is an electronic contract that sets out the legally binding terms of the Services. Advertiser (or its authorized agent) indicates acceptance of the Agreement by clicking on the "Click to E-Sign" button (or its equivalent if the electronic signature platform being used does not have a specific

"Click to E-Sign" button). This action creates an electronic signature that has the same legal force and effect as a handwritten signature on a written contract under any applicable law or regulation, and is equally binding. By clicking on the "Click to E-Sign" (or equivalent) button, Advertiser (or its authorized agent) acknowledges reading and accepting the Agreement and represents, warrants and agrees that Advertiser (or its authorized agent) has the power, authority and legal right to enter into the Agreement on behalf of Advertiser.

12.8. Third Party Beneficiaries. The disclaimers and limitations of liability made by Publisher, and the representations and warranties made by Advertiser in this Agreement shall apply to Publisher's vendors, and Yahoo! (to the extent Advertisements are being placed on the Yahoo! Properties hereunder), as intended third party beneficiaries of this Agreement.

12.9. Entire Agreement. This Agreement, including any Addenda or Order(s), is the entire agreement of the parties regarding the provision of the Services and supersedes any and all prior written or oral agreements between the parties related to the subject matter hereof. This Agreement may not be modified except in a writing signed by both parties.

12.10. Counterparts. This Agreement may be executed in counterparts, each of which will constitute an original, and all of which will constitute one agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement, including all Addenda, as of the Effective Date.

PUBLISHER

By: _____
Name: _____
Title: _____
Date: _____

ADVERTISER

By: [Signature]
Name: PETER STURGEN
Title: Interim Executive Director
Date: 9/29/17

PUBLISHER

By: _____
Name: _____
Title: _____
Date: _____

AGENCY

By: _____
Name: _____
Title: _____
Date: _____

7.2. Cancellation of Digital Ads

7.2.1. Cancellation Prior to Initial Distribution. At any time prior to the serving of the first impression of a Digital Ad on a Digital Property under this Agreement, Advertiser may cancel an online advertising campaign on thirty (30) days prior written notice to Publisher.

7.2.2. Cancellation After Initial Distribution Once the first impression of a Digital Ad has been served on any Digital Property, Advertiser may cancel an online advertising campaign by giving Publisher written notice of such cancellation, which cancellation will be deemed effective on the later of: (i) thirty (30) days after serving of the first impression of the applicable campaign; or (ii) fourteen (14) days after providing Publisher with such notice. If Advertiser exercises its right to cancel under this Paragraph 8(b), Advertiser will be responsible for all fees that accrue prior to the cancellation date.

8. Reservation of Rights. Publisher may reject, remove or cancel any Ad, space reservation or position commitment at any time in its sole discretion. Publisher also may edit, reject or remove from its Newspaper(s) and/or Digital Property(ies), at any time, any Ad or other material submitted by Advertiser or its Agency, or place the Ad in any Publisher advertising classification or section that Publisher deems appropriate. Publisher also shall have full latitude with respect to positioning all advertisements in the Newspapers; provided, however, that Publisher will use its reasonable efforts to accommodate Advertiser's positioning requests.

9. Responsibility for Advertisements.

9.1. Technical Quality; Typographical Errors; Incorrect Insertions or Omissions. Publisher is not be responsible for any material that is not properly displayed or that cannot be accessed or viewed because the material was not received by Publisher in the proper form, in a timely manner, or in an acceptable technical quality for display on the Digital Property(ies) and/or the Yahoo! Properties (if applicable). This Agreement cannot be invalidated, and neither Publisher nor Yahoo! will be liable for typographical errors, incorrect insertions or incorrect publication or omissions in any Advertiser Content displayed or published pursuant to this Agreement or omitted from display or publication.

9.2 Failure to Display Advertiser Content. Publisher and Yahoo! (to the extent Advertisements are being placed on the Yahoo! Properties hereunder) are not required to display any Advertiser Content or other material for the benefit of any person or entity other than Advertiser. If there is an interruption or omission of the publication of any Advertiser Content or other material contracted to be published hereunder, Publisher and/or Yahoo! (to the extent applicable) may suggest a substitute time period for the publication of the interrupted or omitted Advertiser Content or material or run the Ads in a different position in the Newspaper(s) or on the Digital Property(ies), as determined by Publisher. Alternatively, in cases where Advertiser is paying on a fixed fee basis or has paid in advance, and if no such substitute time period is acceptable to Advertiser in Advertiser's good faith business judgment, Publisher shall provide a "make good" in the form of a reduction in the amount of fees due to Publisher (or credit of fees already paid) equal to the proportionate amount of money assigned to the interrupted or omitted Ad(s). Such substitution in time period or placement or reduction in fees shall be Advertiser's sole and exclusive remedy for any failure to display Ads or other advertising material and Publisher and Yahoo! (to the extent Advertisements are being placed on the Yahoo! Properties hereunder) shall have no further liability hereunder for such failure.

9.3. Removal or Change of Content. Publisher and/or Yahoo! (to the extent Advertisements are being placed on the Yahoo! Properties hereunder) in its sole discretion, may remove or revise its Newspaper(s) and/or Digital Property(ies), including the Newspapers' and/or Digital Properties' content, nature, design, and/or organization, during the term of this Agreement. If any such revision materially alters the value of the Ad(s) to be run by Advertiser, Publisher will notify Advertiser of such revisions. If the parties cannot agree upon a satisfactory substitution for the affected ads due to such revision, Advertiser may cancel this Agreement with respect to the affected Ad(s) and shall not have to pay (or shall receive a refund) for Ads not displayed due to such cancellation. Such cancellation shall be Advertiser's sole and exclusive remedy and Publisher shall have no further liability whatsoever.

10. Pre-Print Policy. All pre-prints must conform to the Publisher's standard pre-print specifications and recommended waste calculations, which will be provided by each Publisher. Inserts must be delivered to the Publisher at least 10 days in advance of distribution date. The Publisher will invoice pre-print billing quantities based on copies actually distributed (i.e., home delivery net sales, single copy total draw, and other circulation). Advertiser agrees to be billed the ordered distribution in the event that out of specification inserts are received.

11. Native Advertising. This section applies if the campaign(s) described in the Agreement contemplate that Publisher will distribute Branded Content or Native Advertising campaigns on behalf of Advertiser, ("Native Advertising"). Native Advertising can include short-form content or long-form content, videos, emails, or social media posts that is published on Publisher's print and/or digital platforms and that is either (i) created by or on behalf of Publisher, at Advertiser's direction, for the purpose of enabling Publisher to run a contextually relevant advertisement on behalf of Advertiser ("Publisher Content"), or (ii) is created or provided by Advertiser or its designee for placement by Publisher in or on its print or digital properties specified herein ("Advertiser Content"). Advertiser, in its sole discretion, will have the right to approve any Publisher Content prior to publication or distribution by Publisher in connection with the campaign described herein, and Publisher, in its sole discretion, will have the right to approve any Advertiser Content prior to publication or distribution by Publisher in connection with such campaign. For clarity, Publisher will not be obligated to publish, via any platform, any Advertiser Content that Publisher determines, in its sole discretion, does not meet Publisher's content guidelines or is otherwise inappropriate for publication. In addition, Publisher reserves the right, in its sole discretion, to include labels in, on and/or around any Native Advertising published on behalf of Advertiser hereunder that indicate that the applicable Native Advertising content was sponsored by and/or provided by Advertiser.

11.1 FTC Guidelines. Publisher and Advertiser shall comply with all applicable laws, rules and regulations, including without limitation the FTC's Guides Concerning the Use of Endorsements and Testimonials and the FTC's Enforcement Policy Native Advertising.

12. Pay for Performance / Lead Generation. This section applies to an Advertisement in the Publication or on the Publication's website which include a designated phone number or a tracking code or a click through from the Publication's Site to the Advertiser by which Publication and Advertiser can track and verify readers to respond to and offer in the Advertisement. Any specific qualifications for the lead shall be included in the Insertion Order or on the Advertising Commitment. Publication shall have the right to audit the Advertiser's records to confirm the number of

ADDENDUM B - DIGITAL MARKETING SERVICES

If Advertiser is purchasing digital marketing services under this Agreement ("Marketing Services"), the terms and conditions set forth in this Addendum B will apply to each Order Advertiser submits for such Marketing Services. Publisher's affiliate, ReachLocal is providing Pay Per Click Service, SEO Service, Maps/Reputation Management Service, Social Media Service, Live Chat, Video Now, Mobile applications, Web Design/Development/Hosting Service, and other Marketing Services. Publisher has engaged G/O Digital to provide Email Marketing Services. ReachLocal's applicable terms and conditions at <https://www.reachlocal.com/tc> apply to the services it provides. G/O Digital's applicable terms and conditions at <https://www.godigitalmarketing.com> apply to the Email Marketing Service. For clarity, if Advertiser has not purchased a particular Service described below, then the terms below relating to that Service will not apply to Advertiser.

1. **Rates.** Unless otherwise specified on Advertising Commitment from Advertiser, Advertiser's purchase of Marketing Services will be billed at Publisher's Standard Rates. Advertiser acknowledges that it has been provided a copy of Publisher's standard rate card for Marketing Services. The rate card, including any terms and conditions in such rate card, are hereby incorporated into this Agreement by reference, provided that in the event of a conflict between any terms or conditions in the rate card and the terms of this Agreement, the terms of this Agreement will control. Publisher reserves the right to modify its rate card, including increasing its Standard Rates for Marketing Services, at any time and from time to time. Publisher will provide Advertiser with at least 30 days' prior written notice of any rate increase. If Advertiser objects to any such increase, it shall have the option to discontinue use of the applicable Marketing Services by giving written notice to Publisher prior to the effective date of such changes. Advertiser's right to discontinue the use of particular Marketing Services shall be its sole and exclusive remedy in the event of a rate increase. If Advertiser does not elect to discontinue use of the applicable Marketing Services, then, following the expiration of the notice period, all Marketing Services shall be billed at Publisher's increased rates.

2. **Marketing Services.**

2.1. **Pay Per Click ("PPC") Service.** Publisher will create ads based on the Advertiser Content and will distribute the Ads through the Publisher Distribution Networks. Advertiser will have the opportunity to review and approve all PPC campaigns prior to launch. Advertiser will be solely responsible for all content associated with any PPC campaign. Fees are based upon the number of clicks on ads by users, based on the cost per click ("CPC") rate set forth in the applicable Order.

2.2. **Search Engine Optimization ("SEO") Service.** The SEO Service includes the optimization of the chosen number of keywords (e.g., 5, 10, 15 or custom) and the application of "on page" and "off page" SEO strategies for Advertiser's website, with the goal of obtaining improved ranking in organic search engine results for selected keywords. To the extent Advertiser's website is not hosted by Publisher, Advertiser will provide access to its website to enable Publisher to perform the SEO Service. Notwithstanding the foregoing or anything in this Agreement to the contrary, Advertiser acknowledges that, although Publisher will use reasonable efforts to optimize the ranking of Advertiser's ads based on the selected keywords, Publisher makes no guarantee that Advertiser's search ranking position will be maintained or optimized. Advertiser agrees that Publisher will not be liable for any unfavorable ranking results of Advertiser's ads, whether such unfavorable results arise from the SEO Service or from an act or omission of the applicable search engine.

2.3. **Maps/Reputation Management Service.** This Service is designed to help Advertiser's business listing appear in the "Google Maps/Places" in response to searches for Advertiser's optimized keywords. Advertiser acknowledges that search results and search engine rankings are influenced by several factors, and Publisher does not guarantee any placement in the "Google

Maps/Places" or a particular position or rank for Advertiser's website or business listing in any search results.

2.4. **Keywords.** Advertiser acknowledges and agrees that Publisher, in its discretion, may select keywords for the PPC and SEO campaigns and for Maps Reputation Management Services. Publisher will use reasonable efforts to use Customer provided keywords; however, Publisher cannot guarantee that all of the Customer's keywords will be used.

2.5. **Email Marketing Service.** Publisher's Email Service includes the creation of email marketing messages based on the Advertiser Content and transmission of email messages on behalf of Advertiser. Advertiser will have the opportunity to review and approve all email marketing messages prior to the launch of an email marketing campaign under the applicable Order. Publisher will determine the transmittal date and time. The Order will specify (i) whether Publisher or Advertiser determines the recipient list and (ii) the number of recipients and the number of transmittals to the recipient list. Publisher does not make any representations or warranties about deliverability or open rates. Upon request of Publisher, Advertiser will provide its Do-Not-Email list for Publisher's use in deleting addresses on such list from the recipient list. Advertiser represents and warrants that its Do-Not-Email list includes addresses for all recipients who have opted out of receiving emails from Advertiser.

2.6. **Social Media Service.** Publisher's Social Media Service includes the creation and maintenance of Advertiser's social media accounts (e.g., Facebook, Twitter, Foursquare, etc.) on the sites as agreed upon by Publisher and Advertiser. To the extent Advertiser's social media accounts are already claimed by Advertiser or its representative, Advertiser will provide administrative credentials for such social media outlets to enable Publisher to provide the Social Media Service as contemplated herein. Advertiser shall have the opportunity to review and approve all social media posts, tweets, and other social media statements or content prior to publication of the post, tweet, statement or other content distributed by or on behalf of Advertiser via Advertiser's social media accounts. Advertiser will ensure that all such content complies with applicable law and applicable social media service's terms of service, as such terms of service may be modified from time to time. Advertiser further acknowledges that Publisher does not operate or otherwise control any third-party social media service. Publisher is not responsible or otherwise liable for any inaccuracy on, or unavailability of, any third-party social media service.

2.7. **Web Design/Development/Hosting Service. [Desktop or Mobile]:** Publisher will design, develop, and/or update the Advertiser's website as part of this service. Publisher's Services may include hosting a website for Advertiser, including performing maintenance and controlling the functionality and accessibility of the website. Publisher may perform these Services directly or through a subcontractor. Advertiser is required to provide Publisher with its terms of use and privacy policy to be displayed on its website.

ADDENDUM A-2 – CARS.COM

If Advertiser is purchasing Digital Ads for distribution on Cars.com, the additional terms and conditions set forth in this Addendum A-2 will apply to each Product Order for such Ads. Publication is an agent which accepts orders for Advertisements to be displayed on Cars.com.

1. **Definitions.** "Cars.com" collectively means Cars.com, LLC and its subsidiaries and affiliates. "Content" means all content and materials provided or made accessible by Customer to Cars.com, including links, banner ads, videos, vehicle inventory data, text, branding, photos and images. "DMS" means Customer's dealer management system. "Laws" means all federal, state, and local laws, rules, and regulations, including dealer licensing laws, vehicle advertising laws, the Federal Do-Not Call rules, and the Federal CAN-SPAM rules. "Listings" means those listings of Customer vehicles that are based on the Content and displayed on the Sites by Cars.com and on the sites of Cars.com's distribution partners. "Materials" means all materials and services provided or made accessible by Cars.com to Customer, including web sites, software, technology, and other intellectual property, registered or not. "Policies" means the Cars.com advertising policies located online at <http://dealers.cars.com/adpolicies>, as updated from time to time. "Product(s)" means the products selected by Customer as set forth in the Order Form. "Sites" means the Web site located at www.cars.com (and any natural evolution thereof) and any mobile, private-labeled, co-branded or other versions of the site, and any other web sites owned or operated by or on behalf of Cars.com, regardless of URL. "User Data" means any personally identifiable information and financial information related to a user (including first name, last name, address, phone number, email address, social security number, and financial information) that is received by Customer through its use of a Product.
2. **Term and Termination.** Orders cannot be cancelled during their initial term. The initial term for each Order made under this Agreement shall be the period specified in the Order Form, or if no initial term is specified, for 12 months, and shall commence upon delivery of a Product. Cars.com reserves the right to discontinue any Product at any time and may suspend performance for Customer's failure to pay any invoice when due or Customer's failure to comply with the Policies.
3. **Content.** Customer grants Cars.com a perpetual, irrevocable, royalty-free, transferable, license to access, edit, store, enhance, modify, adapt, translate, copy, reproduce, distribute, transmit, broadcast, publish, perform and display publicly, prepare derivative works of, and otherwise use Content, and to sublicense such rights through multiple tiers. Cars.com reserves the right to modify the Sites and Products, and to edit or reject any Content or portion thereof from use on the Sites or Products in its sole discretion and without notice.
4. **DMS Access.** If Customer requests that Cars.com extract Content from a DMS, Customer will provide Cars.com with all user names, passwords, and other information necessary for Cars.com and any agents and contractors working on Cars.com's behalf to access the DMS and extract Content. In the event of such request, Customer expressly consents to Cars.com and its agents and contractors accessing and extracting Content from the DMS on an ongoing basis until such consent is revoked with written notice to Cars.com. Subject to applicable Law, Cars.com shall have a reasonable period of time to effect such revocation.
5. **Materials, Products and User Data.** Customer may use the Materials solely as necessary for it to use the Products for their intended purpose. Customer shall not use or permit the use of the Products in any unauthorized manner. Materials and Products will remain the sole and exclusive property of Cars.com and its licensors. When contacted regarding a Listing, Customer agrees to respond to users in the manner requested by the user within 4 business hours. Customer agrees to protect User Data in accordance with the Law and use User Data solely to fulfill user requests and to provide customer service to the user.
6. **Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. CARS.COM DOES NOT REPRESENT OR WARRANT THAT PRODUCTS OR LISTINGS WILL BE FREE OF ERRORS. IN NO EVENT SHALL CARS.COM BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING LOST PROFITS, EVEN IF SUCH DAMAGES ARE FORESEEABLE. IN NO EVENT WILL THE TOTAL AGGREGATE LIABILITY OF CARS.COM EXCEED THE AMOUNT ACTUALLY PAID OR PAYABLE BY CUSTOMER UNDER THIS AGREEMENT IN THE 3 MONTH PERIOD PRECEDING THE EVENTS GIVING RISE TO THE LIABILITY. CARS.COM MAKES NO GUARANTEES WITH RESPECT TO THE SECURITY OR THE EFFECTIVENESS OF THE PRODUCTS.
7. **Confidentiality.** Customer agrees not to disclose to any party or use for any purpose any non-public business, technical, or other information relating to or provided by Cars.com, including the terms of this Agreement and Cars.com's trade secrets, marketing plans, business plans, product plans, pricing, financial information, software, and intellectual property. Customer agrees not to sell, lease, license, rent, transfer, or otherwise provide User Data to third parties (other than disclosing User Data to third parties as necessary for such parties to provide the permitted services on behalf of Customer) or use User Data in any other unauthorized manner, including spam, junk mail, or direct marketing.
8. **Advertising Errors or Omissions.** Cars.com is solely responsible for any errors or omissions in connection with display and publication of Customer Content, subject to Cars.com standard terms and conditions available at <http://dealers.cars.com/adpolicies> and www.cars.com. Publication shall have no liability (financial or otherwise) for any such errors or omissions.



January 8, 2018

Peter Sturgeon & Lisa Howell
College of the Desert & Foundation
Re: Proposal – 2017/18 Season

Dear Peter & Lisa,

As you requested, I am pleased to present my contract for Public Relations, Advertising, Production, and Graphic Design services for your 2017/18 events including:

- 1) State of the College (both VIP and Faculty/Staff) in January 2018
- 2) "Stepping Out for College of the Desert" at the McCallum Theatre in April 2018
- 3) Academic Angels events throughout the academic year
- 4) Other events as requested

Our goals are to build on the momentum you have, enhance the image of the College and the Foundation, promote and drive ticket sales, and assist with all aspects of event production to create events that present the College and Foundation in the best possible way.

As you know, I base our fees on a professional estimate of the time it will take to complete each task or phase of a project. We charge an hourly rate of \$90, but offer non-profit organizations a discounted rate of \$85/hour. The work itself consists of services such as writing and distribution of Calendar Listings and News Releases, media follow up, graphic design, advertising planning and placement, event production, etc.

These estimates are based on my experience with this event over the last several years. Of course I'm happy to provide any additional detail or explanation that you may require.

As always, we will bill you for actual time worked each month and provide a detailed record of work performed. Our standard "Standard Services Agreement" follows, but typically the College prefers to use their own instead.

Please let me know if you have any questions.

Sincerely,

Tim O'Bayley

O'Bayley Communications – proposal

RECAP OF WORK TO BE PERFORMED**STATE OF THE COLLEGE**

January 24 & 25, 2018

VIP Luncheon for 175 in a tent on the quad
Faculty & Staff Luncheon for 450 in the gym

The estimated time for each area is as follows:

- Planning, budgeting – 20 hours
- Logistics: Coordinating rentals, set up, catering, valet, etc. – 30 hours
- Strategy & Counsel meetings – 10 hours
- On-site event coordination – 12 hours (Over 2 days)
 - TOTAL = 72 hours @ \$85 - \$6,120

ACADEMIC ANGELS

Several events and overall PR support throughout the season

- Public Relations (including copy writing for email blasts, printed materials, etc.)
20 hours
- Graphic Design – 25 hours
- Logistics & Event Coordination/Production – 10 hours
Strategy & Counsel (monthly meetings w/Committee) – 20 hours
 - TOTAL = 75 hours @ \$85 - \$6,375

STEPPING OUT FOR COLLEGE OF THE DESERT

April 4, 2018

The estimated time for each area is as follows:

- Advertising Planning & Placement – 40 hours
- Public Relations (including copy writing, preparation & distribution of News Releases and Calendar Listings, Media Follow up/generating interviews, etc.) – 40 hours
- Graphic Design – 50 hours
- Logistics & Event Coordination/Production – 30 hours
Strategy & Counsel – 20 hours
 - TOTAL = 180 hours @ \$85 - \$15,300

ANTICIPATED TOTAL FOR ACADEMIC YEAR 2017-18
 327 hours @ \$85 = \$27,795 (Not to exceed \$30,000)

OTHER EVENTS

We are available to assist with other events as needed throughout the academic year.
 Using the examples above, we'd charge our hourly rate for the tasks as needed.

O'Bayley Communications – proposal

STANDARD SERVICES AGREEMENT*(this content will likely be incorporated into the College's standard agreement)*

This memo will serve as a contract between O'BAYLEY COMMUNICATIONS (hereafter called PR Firm) and COLLEGE OF THE DESERT FOUNDATION (hereafter called Client) at Palm Springs, California for work PR Firm will complete as described in the Proposal dated January 8, 2018. This work began in April 2017 and continues for a period approximately 12 months. During this time period, PR Firm will undertake the activities outlined in the Plan of Work.

All work will be performed in a professional manner. No guarantees are made regarding earned media. It is our professional experience that we achieve earned media placements for our clients, however we do not control editors, publishers or news assignment editors and in no way can we promise that they will publish or broadcast information about Client.

Upon completion of this work, PR Firm will have performed all items described in the Plan of Work. If Client requests PR Firm complete additional activities not described in the Proposal, PR Firm will propose an addendum to this contract and additional fees may apply.

In exchange for services described in the Proposal, Client will compensate PR Firm a fee as specified in the Proposal. The PR Firm will invoice Client when activities covered in the Proposal are performed, at the end of each month. Terms are net due within 15 days of billing. Timesheets / work records will be maintained and provided to Client with invoices. This fee covers all services, except third party services, unless specifically called for in the Scope of Work. Third party services include: printing, advertising, video editing, photography, videography, or web-based press release distribution fees.

PR Firm will secure advance approval from Client for any expense outside the Scope of Work. Media events and any other public relations initiatives will require approval from Client before scheduling. Storylines and press releases will also be approved prior to distribution.

This agreement may be cancelled in writing by either party with 30 days notice. Should Client opt to cancel this agreement through no fault of PR Firm, Client agrees to compensate PR Firm for the amount of the work performed but not yet billed and any expenses to the point of termination.

In case collection proves necessary, Client agrees to pay all fees (legal or other) incurred by that process.

Additionally, Client agrees to work with PR Firm to complete this project within the specified timeframe by providing requested information and feedback within a timely manner to keep within the project timeline. If delays on the part of Client's staff or representatives cause the project to exceed the timeframe described in this contract, additional fees may apply.

PR Firm shall treat as confidential all information relating to this project. PR Firm shall not, without prior consent of Client, use or disclose such information to persons not authorized by Client to receive same.

continued

O'Bayley Communications – proposal

STANDARD SERVICES AGREEMENT - continued

PR Firm and its designees, and their respective directors, officers, partners, employees, attorneys and agents, shall be indemnified, reimbursed, held harmless and defended from and against any and all claims, demands, causes of action, liabilities, losses and expenses (including, without limitation, the disbursements, expenses and fees of their respective attorneys) that may be imposed upon, incurred by, or asserted against any of them, or any of their respective directors, officers, partners, employees, attorneys or agents, arising out of or related directly or indirectly to this Agreement. This paragraph, insofar as it applies to work undertaken while this agreement is in effect, shall survive the termination of this agreement.

If you accept the terms described herein, please signify your agreement by signing your name below and returning this agreement to:

Tim O'Bayley, CEO & Creative Director
O'Bayley Communications
1890 E. Desert Park Avenue, Palm Springs, CA 92262
760-778-3525 tim@obayley.net
760-778-3529 (fax)

For Client's Business

Name: _____

Title: _____

Printed Name: _____

Date: _____



Important Foundation and College event Dates for your calendar

Date	Event	Location	Timeframe	
2/28/2018	Donor/Scholarship	Gymnasium	4-6pm	No fee
03/16-17-23-24/2018	Spring Play: "The Rimers of Eldritch"	Theatre Too	7:00-9:00pm	\$15-\$20 admission
4/3/2018	Pre-Event Stepping Out	BIGHORN Clubhouse	5:30-7:30pm	For Graduate sponsors (\$5K) and above
4/3/2018	Stepping Out for COD	McCallum Theater	8:00-10:00pm	Sponsorships available
04/06/2018	Jazz concert	Pollock Theater	7:00-8:00pm	*Please note that a \$5 goodwill donation is suggested for any concert at the Pollock Theater or IW Theater
04/16/2018	Angels Spring Event	Le Vallauris Restaurant	11:30-2:00pm	Fee
4/16/2018	Coeta Barker Reception	TBD	4:00-6:00pm	No fee for Academic Angel members
5/4/2018	Pre-event Spring Musical	McCallum Theater	8:00-10:00pm	No fee for PC members
5/4/2018	PC Spring Musical	McCallum Theater	5:30-7:30pm	No fee for PC members
05/15/2018	Jazz ensembles	Pollock Theater	7:00-8:00pm	*Please note that a \$5 goodwill donation is suggested for any concert at the Pollock Theater or IW Theater
05/16/2018	Symphonic Band & Jazz Band	Indian Wells Theatre	7:00-8:00pm	*Please note that a \$5 goodwill donation is suggested for any concert at the Pollock Theater or IW Theater
05/17/2018	Choral Concert(Chamber and Jazz singers	Indian Wells Theatre	7:00-8:00pm	*Please note that a \$5 goodwill donation is suggested for any concert at the Pollock Theater or IW Theater

For athletic events on campus please go to website, click on Composite Schedule to see calendar of events
www.codathletics.com/landing/index



This gift of \$_____

is for:_____

Installment request:

Payment Method: ☐ Check or ☐ Credit Card: (make check payable to COD Foundation)

Please charge my ☐ AMEX ☐ MasterCard ☐ Visa: _____
Name on Card

Card# _____ Exp _____ CVS# _____

Signature _____ Date _____

Billing Address (indicate **ON FILE** if nothing has changed)

City, State, Zip _____

Telephone (indicate **ON FILE** if nothing has changed) Email (indicate **ON FILE** if nothing has changed)

Note: Restricted gifts and Endowed gifts made to the Foundation are assessed a 5% gift fee.