



# LOUISIANA COMMUNITY & TECHNICAL COLLEGE SYSTEM

**Changing Lives,  
Creating Futures**

Monty Sullivan  
**System President**

Officers:  
Willie L. Mount  
**Chair**

Alterman L. "Chip" Jackson  
**First Vice Chair**

Vacant  
**Second Vice Chair**

Members:  
Ellis Bourque, III  
Tari T. Bradford  
Cynthia Butler-McIntyre  
Joseph Hollins  
Patrick T. Johnson  
Jennifer Lee  
Erika McConduit  
Michael J. Murphy  
Paul Price, Jr.  
Stanton W. Salathe  
Stephen C. Smith  
Stephen Toups  
Matthew Wood

Student Members:  
David Payne  
Jamie Zeringue


Louisiana  
Community  
& Technical  
College System


265 South Foster Drive  
Baton Rouge, LA 70806


Phone: 225-922-2800  
Fax: 225-922-1185

[www.lctcs.edu](http://www.lctcs.edu)

**TO:** Dr. Monty Sullivan  
LCTCS President

**THROUGH:** Joseph F. Marin   
Vice President of Operations

Dr. Chandler LeBoeuf   
Governmental and Public Affairs Officer

**FROM:** Tarie Roberson   
Director of Advancement

**DATE:** September 18, 2023

**SUBJECT:** Establishment of a Foundation for Central Louisiana Technical Community College

APPROVED  
 10/4/23  
LCTCS BOARD OF SUPERVISORS

## FOR BOARD ACTION

**Recommendation:** Staff recommends that the Board approve the proposed Articles of Incorporation, Bylaws, and the Cooperative Endeavor Agreement for the formation of a Foundation for the Central Louisiana Technical Community College (CLTCC).

**Background:** The Foundation for Central Louisiana Technical Community College has been created as a 501(c)3 non-profit organization to support Central Louisiana Technical Community College (CLTCC). In recognition of the importance of foundations to the System, the Board of Supervisors established Policy #5.017, regarding the approval, operations, and administration of foundations, which requires the Board's approval of the establishment of the college foundations and requires the Board's receipt of certain associated documents.

**Fiscal Impact:** On behalf of the college, the foundation will solicit gifts and donations to support the mission of the college. The foundation will use its privately raised financial resources to support the college in areas such as financial assistance to students, faculty enhancement, equipment upgrades, and special events.

**History of Prior Actions:** There is a history of approving the establishment of foundations at LCTCS colleges.

**Benefits to the System:** The existence of a foundation to support the mission of the Central Louisiana Technical Community College will provide for local participation and support for the students and the academic mission of the college and its campuses.



**Approved for Recommendation to the Board**  
**Dr. Monty Sullivan**

October 4, 2023

**Date**

STATE OF LOUISIANA

PARISH OF RAPIDES

ARTICLES OF INCORPORATION

OF

CLTCC FOUNDATION

BE IT KNOWN, that on this the 14 day of Dec, 2021, personally came and appeared before me, the undersigned Notary Public in and for the State and Parish aforesaid, duly commissioned and sworn, JAMES H. CLINTON, CONNIE D. BAKER, and JULIA CALLIS, all residents of Rapides Parish, Louisiana, and all of the full age and majority, in the presence of the undersigned good and competent witnesses residing in the State and Parish aforesaid, who sated that, availing themselves of the provisions of Title 12, Section 1 et seq., as amended, of the Louisiana Statutes of 1950, they do hereby adopt the following Articles of Incorporation, to-wit:

ARTICLE I

NAME

The name of the corporation is CLTCC FOUNDATION.

ARTICLE II

PURPOSE

The purpose of the Corporation is to engage in scientific, educational, literary and charitable purposes within the meaning of Section 501(c) (3) of the Internal Revenue Code and in this connection to promote the education and cultural welfare of Central Louisiana Technical and

Community College (hereinafter referred to as the College) and all departments and units of the College, and to develop, expand and improve the College's facilities so as to provide broader educational advantages and opportunities, encourage research, and increase the College's usefulness to the citizens of Central Louisiana, the State of Louisiana, and the United States of America; to aid students to continue their studies at the College; and to aid and facilitate the attainment of the goals of the College; and generally to interpret the aims, objectives and needs of the College to the public with a view to better mutual understanding and progress; to solicit and accept (whether by way of outright, limited or conditional gifts, grants and bequests, in trust or otherwise) funds of all kinds, including property, both real and personal, whether principal or income, tangible or intangible, vested or contingent, for the purpose of providing funds for the general purposes of the Corporation and for the purposes of providing scholarships, activities in research, or other such designated benefits for the College and its faculty and students as may be prescribed by testators or donors to the Corporation. Additionally, to receive, hold and administer such donations, bequests, devises, and gifts for the purposes so determined, subject to such terms or conditions as may be imposed by the respective testators or donors, and to distribute to students granted scholarships or to the College the funds or property under control of the Corporation for the purposes specified by the donors or testators or determined by the Corporation; and generally to expend funds for the establishment and operation of the Corporation and for any and all expenses incidental to the conduct of the affairs of the Corporation; to exercise all such powers and authority as may be necessary for the accomplishment of the objectives and purposes of the Corporation which are not forbidden by law, provided however that: the Corporation shall not engage in any activities other than those which are exclusively for benevolent, charitable, scientific, literary or educational purposes; the Corporation

shall not carry on any activities not permitted to be carried on by a corporation exempt from federal income tax under Section 501(c) (3) of the Internal Revenue Code of 1986, or by a corporation to which contributions are deductible under Section 170(c) (2) of the Internal Revenue Code of 1986. No part of the net earnings of the Corporation shall ever inure in whole or in part to the benefit of any shareholder and/or director or other private individual. Children of shareholders and/or directors may be eligible for scholarships if independently selected by the appropriate scholarship committee of the College. The Corporation shall not devote any substantial part of its activities to influence legislation by propaganda or otherwise; the Corporation shall not participate or intervene in any political campaign on behalf of any candidate for public office; the Corporation shall not engage in subversive or unAmerican activities; the acts, deeds, functions, and activities of the Corporation shall be conducted at all times in such manner as will in no way conflict with the authority of the relevant supervisory agencies of the College.

### ARTICLE III

#### DURATION

The Corporation shall have perpetual existence.

### ARTICLE IV

#### NONPROFIT

The Corporation is a non-profit Corporation under the laws of Louisiana.

ARTICLE V  
STOCK BASIS

The Corporation is to be organized on a stock basis.

ARTICLE VI  
VOTING RIGHTS

Each shareholder shall be entitled to one vote on each matter submitted to a vote of the shareholders.

ARTICLE VII  
DIRECTORS

The corporate powers and management of this Corporation shall be vested in and the business affairs of the Corporation shall be regulated by the Board of Directors, which Board shall consist of not less than three nor more than thirty-one individuals, or as otherwise provided in the By-Laws and selected in the manner provided in the By-Laws of the Corporation. The said Board of Directors shall have and exercise all corporate powers except as may be otherwise provided in these Articles and the By-Laws of the Corporation, and shall have the power and authority to make and alter the By-Laws of the Corporation, subject, however to the power of shareholders to change, and/or repeal the By-Laws so made. Any member of said Board of Directors absent from a meeting of said Board may be represented by any other member of said Board who may cast the vote of the absent member according to written instructions, general or special, of the absent member filed with the Secretary of the Corporation.

The number, qualifications, terms of office, manner of election, compensation, powers, and

duties of the Board of Directors, the time, place, and manner of calling, giving notice of, and conduct of shareholder meetings and directors meetings and the number of shareholders and directors which shall constitute a quorum shall be prescribed by the By-Laws.

The name and mailing addresses of the first Board of Directors are as follows:

NAME	ADDRESS
JAMES H. CLINTON	504 Park Place, Alexandria, LA 71301
CONNIE D. BAKER	1512 Emberly Oaks Drive, Alexandria, LA 71301
JULIA CALLIS	6215 Landmark Drive, Alexandria, LA 71301

The said first Board of Directors shall hold office until their successors have been duly elected. It is the intention for each Director to hold office for three years once the initial set up three year period has concluded. In the interim, the first listed Director shall have an initial one year term, the second listed Director shall have a two year term, and the third Director shall have a three year term such that the Shareholders are electing one director each year.

## VIII

### OFFICERS

The officers of this Corporation shall be elected by the Board of Directors of the Corporation and shall be a President, President-elect, and Secretary/Treasurer and such other officers as may be elected.

## IX

### LIABILITY

The incorporators, officers and directors of this Corporation claim the benefits of the limitation of liability and indemnification provisions of L. S. A.–R.S. 12:24(C), 226(E), (F) and (G),

and 227 to the fullest extent allowed by law.

## X

### DISSOLUTION

Upon dissolution of the Corporation or the winding up of its affairs, the assets of the Corporation shall be liquidated out of court by three commissioners to be elected by the shareholders present at the meeting called for the purpose of dissolution.

The liquidating commissioners shall apply all funds held in trust as well as all other assets held by the Corporation, insofar as feasible, in accordance with the terms of the several trusts and the general purpose for which the Corporation was organized. Unless otherwise specified by the provisions of the trusts, or the law in such cases, the liquidating commissioners shall convey, transfer and assign all assets to the Louisiana Community and Technical College System to be used as nearly as practicable in accordance with the expressed purposes of the several donors or testators, for the benefit of students in Central Louisiana provided further that, in the event the Louisiana Community and Technical College System cannot, or will not, accept said transfer, then all of the assets of the Corporation will be distributed to organizations for purposes exempt from income tax under the provisions of the Internal Revenue Code of the United States, and will as far as practical benefit students in higher education from Central Louisiana or a local governmental organization to be used for public purposes, or shall be distributed by a court to another organization to be used in such manner as, in the judgment of the court, will best accomplish the general purpose for which this Corporation will be organized. No part of the assets of the Corporation will ever be distributed to or used for the benefit of any member, trustee, officer of the Corporation, or any private individual

or Corporation.

## ARTICLE XI

### SUPPORT

The Corporation is constituted so as to attract substantial support from contributions, directly or indirectly from a representative number of persons and/or organizations in the community in which it operates and has not been formed for pecuniary profit or financial gain.

## ARTICLE XII

### INCORPORATORS

The name and address of the Incorporators are:

JAMES H. CLINTON  
504 Park Place  
Alexandria, LA 71301

CONNIE D. BAKER  
1512 Emberly Oaks Drive  
Alexandria, LA 71301

JULIA CALLIS  
6215 Landmark Drive  
Alexandria, LA 71301

## XIII

### REGISTERED OFFICE

The registered office of the Corporation is:

516 Murray Street  
Alexandria, LA 71301



XIV

REGISTERED AGENT

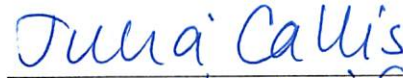
The registered agent for the Corporation and his address is:

Zebulon M. Winstead  
3416 North Blvd.  
Alexandria, LA 71301

THUS DONE AND SIGNED in duplicate originals in my office in the presence of the undersigned competent witnesses and me, Notary Public, after a due reading of the whole.


WITNESSES:

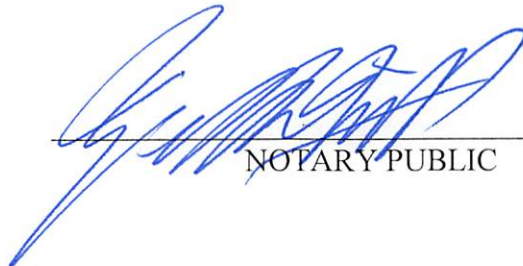
  
Print Name: JAMES R. SAWTELLE III

  
Print Name: Julia Callis

  
Print Name: Heather S. Poole

  
Print Name: James H. Clinton

  
Print Name: Connie D BAKER

  
NOTARY PUBLIC

AFFIDAVIT OF ACCEPTANCE OF APPOINTMENT  
BY DESIGNATED REGISTERED AGENT

STATE OF LOUISIANA

PARISH OF RAPIDES

On this the 14<sup>th</sup> day of September, 2021, before me, a Notary Public in and for the

State and Parish aforesaid, personally came and appeared:

Zebulon M. Winstead, who is known to be the person, and who, being duly sworn, acknowledged

to me that he does hereby accept appointment as the registered agent of CLTCC FOUNDATION,

which is a corporation authorized to transact business in the State of Louisiana pursuant to the

provisions of Title 12, Chapter 1, 2 and 3.

Registered Agent - ZEBULON M. WINSTEAD

Subscribed and sworn to before me, on the day, month and year first above set forth.

NOTARY PUBLIC

**BYLAWS**  
**OF**  
**[CLTCC FOUNDATION]**  
**A Louisiana Nonprofit Corporation**

The following contains, in their entirety, the Bylaws of [CLTCC FOUNDATION], a Louisiana Nonprofit Corporation, dated December 9, 2021.

**ARTICLE I**

**PURPOSE**

1.1 **Mission.** [CLTCC FOUNDATION] (hereinafter referred to as the "Corporation") is organized exclusively for the Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or the corresponding provisions of any future United States internal revenue law (hereinafter referred to as the "Code").

1.2 **Powers.** The Corporation is a nonprofit corporation and shall have all of the powers, duties, authorizations and responsibilities as provided in the Louisiana Nonprofit Corporation Law; provided, however, the Corporation shall neither have nor exercise any power, nor shall it engage directly or indirectly in any activity, that would invalidate its status as a corporation that is exempt from federal income taxation as an organization described in Section 501(c)(3) of the Code or as a corporation contributions to which are deductible under Section 170(c)(2), 2055(a)(2), 2106(a)(2)(A)(ii), 2522(a)(2), or 2522(b)(2) of the Code.

1.3 **Conduct of Corporate Affairs.** The affairs of the Corporation shall at all times be conducted in a manner consistent with the requirements of the Code, as such requirements affect tax-exempt organizations. The Corporation shall not carry on, other than as an insubstantial part of its activities, activities that are not in furtherance of its purposes.

1.4 **Accounting Review.** The Corporation shall employ a public accounting firm to provide periodically and consistent with state law, audits of the books and records of the Corporation. All costs and expenses of such review shall be fully paid for by the Corporation. The Corporation shall consult with such accounting firm in order to design and implement bookkeeping methods and practices that will facilitate such review. The report of such accountants shall be distributed to the Board of Directors of the Corporation.

## **ARTICLE II**

### **PRINCIPAL AND REGISTERED OFFICES**

2.1 Principal Office. The principal office of the Corporation shall be located at 516 Murray Street, Alexandria, Louisiana or at such place in Alexandria, Louisiana, as the Board of Directors shall from time to time designate.

2.2 Registered Office. The registered office of the Corporation shall be located at 516 Murray Street, Alexandria, Louisiana or at such other place in Alexandria, Louisiana, as the Board of Directors shall from time to time designate.

## **ARTICLE III**

### **MEMBERS**

3.1 Non-Stock Basis. The Corporation shall be organized on a non-stock basis.

3.2 Qualifications of Members. The Members of this Corporation shall be the members of the Board of Directors as that Board shall from time to time be constituted. Each such Member shall be entitled to one (1) vote at any such meeting. Other classes of voting or non-voting Members may be established from time to time by the Board of Directors.

3.3 Meetings of the Members. Meetings of the Members for any purpose or purposes may be called by the Chair, by resolution of the Board of Directors, or by a majority of the Members.

3.4 Annual Meeting. Commencing in December 2022, as set by the President of the Corporation, the annual meeting of the Members shall be held on the [second Thursday in December at 4:00 PM], if not a legal holiday, and if a legal holiday, then at the same hour on the next business day. At such meeting, the Members shall elect the directors of the Corporation and shall transact such other business as may come before the meeting.

3.5 Notice of Members' Meetings. Notice (as defined below), stating the place and time of any meeting of the Members, and the general nature of the business to be considered, shall be given to each Member entitled to vote thereat, at his last known address, at least five (5) days prior to the meeting.

3.6 Notice Defined. Unless otherwise provided in the Articles of Incorporation whenever any "notice" (as defined in this Article 3.6) is required by these Bylaws to be given:

a. If notice is given in writing, it may be delivered personally or sent by U.S. Mail, by telegram, by express delivery service or by electronic transmission and each such notice shall be deemed "notice" as provided in these Bylaws.

b. If notice is given by U.S. Mail, such notice shall be deemed to be delivered three (3) days after being deposited in the U. S. Mail in a sealed envelope addressed to the intended recipient's mailing address as showing in the records of the Corporation, with postage thereon prepaid.

c. If notice is given by telegram or other commercial message delivery service, such notice shall be deemed to be given on the date delivered.

d. If notice is given electronically, such notice shall be deemed delivered when transmitted by electronic equipment (facsimile, email, etc.) to the intended recipient's electronic address as showing in the records of the Corporation.

3.7 Quorum. Members representing a majority of the outstanding voting Members of the Corporation of record, who are present in person or represented by proxy at any meeting, shall constitute a quorum for the transaction of business.

#### **ARTICLE IV**

#### **BOARD OF DIRECTORS**

4.1 Powers of Board. The affairs of the Corporation shall be managed by the Board of Directors.

4.2 Number of Directors. The number of directors of the Corporation shall be a minimum of three (3) and a maximum of fifteen (15). The number of directors shall be the number elected from time to time by the Board of Directors; provided, however, such number shall never be less than three (3). No decrease in the number of directors shall have the effect of shortening the term of any incumbent director.

4.3 Election and Term of Directors. The first Board of Directors of the Corporation shall consist of those persons named as initial directors in the Articles of Incorporation. Such persons shall hold office until the expiration of their respective terms provided in the Articles of Incorporation, or until their successors are elected and have qualified. Thereafter, at the first meeting of the Membership of the Corporation, the Members shall elect successor directors, such that there are five (5) directors elected to serve a term of three (3) years, five (5) directors elected to serve a term of two (2) years and five (5) directors elected to serve a term of one (1) year, beginning at the adjournment of that first meeting and continuing through the expiration of their respective terms, or until their successors have been elected and qualified. At each subsequent annual meeting of the Membership, the Members shall elect five (5) directors to serve a term of three years beginning at the

adjournment of that annual meeting and continuing through the expiration of their respective terms or until their successions have been elected and qualified.

4.4 Director Selection. The Board of Directors shall authorize a nominating committee to recruit, evaluate and submit a slate of potential directors for approval to the Members at the annual Membership meeting. The Board of Directors shall select the nominating committee, which may be comprised of directors and non-directors. The nominating committee shall be comprised of a majority of Directors. In its selection process, the nominating committee will endeavor to fulfill the mission of the organization by making sure that the composition of the Board of Directors is representative of its Members, both geographically, economically and organizationally. The nominating committee shall establish selection rules, which include methods of obtaining Membership input in order to fulfill this goal.

4.5 Board Vacancies. Any and all vacancies occurring on the Board of Directors (including any vacancy resulting from an increase in the authorized number of directors or from the failure to elect the full number of authorized directors) shall be filled by the affirmative vote of a majority of the remaining directors, though not constituting a quorum. A director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office, or until his successor is elected and qualified.

4.6 Resignations of Directors. Except as otherwise required by law, any director of the Corporation may resign at any time by giving written notice to the Board or to the Chair or to the Secretary of the Corporation. Such resignation shall take effect at the time not more than thirty (30) days after such receipt as specified in such notice, or on receipt of the notice if no time is specified. Unless otherwise specified in the notice of resignation, no acceptance of such resignation shall be necessary to make it effective.

4.7 Removal of Directors. Any director may be removed by the Board of Directors with or without cause at any time, without prejudice, however, to the contract rights, if any, of the person so removed. Election or appointment of a director shall not of itself create any contract rights.

4.8 Quorum of Directors and Manner of Acting. Unless a greater proportion is required by law or these Bylaws, a majority of the Board of Directors shall be necessary to constitute a quorum for the transaction of business, and the acts of a majority of the directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If a quorum is present when a meeting of the Board of Directors is convened, the directors present may continue to do business, taking action by a vote of a majority of a quorum as fixed above, until adjournment, notwithstanding the withdrawal of enough directors who leave less than a quorum as fixed above, or the refusal of any director present to vote. Except

as otherwise provided by law or by the Articles of Incorporation or these Bylaws, the acts of a majority of the directors present at a meeting at which a quorum is present shall be the acts of the Board. Any director absent from a meeting of the Board or any committee thereof, may be represented by any other director or Member, who may cast the vote of the absent director according to the written instructions, general or special, of the absent director.

4.9 Annual Meeting of Directors. The annual meeting of the Board of Directors shall be held, without notice other than by this Bylaw provision, in each year immediately after and at the same place as the annual meeting of Members. Such annual meeting may be held on another date or at another place, pursuant to a resolution of the Board, provided that, at least five (5) days notice of the new date or place for the annual meeting is given to each director.

4.10 Special Meetings of Directors. Special meetings of the directors may be called at any time by the Chair, the Board of Directors or the Executive Committee, if one be constituted, by written notice signed by the Chair or by a majority of the directors or of the Members of the Executive Committee. Special meetings may be held at such place or places within or outside the State of Louisiana as may be designated by the Board of Directors. In the absence of such designation, any such meeting shall be held at such place as may be designated in the notice thereof.

4.11 Notice of Directors' Meetings. Notice, stating the place and time of any meeting of the Board of Directors and the general nature of the business to be considered, shall be given to each Director at least five (5) days prior to the meeting.

4.12 Directors' Waiver of Notice. Any director may waive notice of any meeting in writing at any time, either before or after the time notice would have been required and the waiver need not specify the purpose of the business to be transacted at the meeting. Directors present at a meeting shall be deemed to have received due, or to have waived, notice thereof, except where a director participates in the meeting for the express purpose of objecting to the transaction of any business at the meeting on the ground that the meeting is not lawfully called or convened. Except as specifically required by the Articles of Incorporation or these Bylaws, neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice, or waiver of notice, of such meeting.

4.13 Board Actions by Unanimous Written Consent. Any action required or permitted to be taken by the Board, or any committee thereof, may be taken without a meeting by a consent in writing setting forth the action so taken, signed by all the directors or by all of the Members of the committee, as the case may be, and filed with the records of proceedings of the Board or committee. Such consent shall have the same force and effect as a unanimous vote.

4.14 Board Meetings and Action by Electronic Communication. The Board of Directors, or any committee of the Board of Directors, may hold a meeting by means of telephone, teleconference, video conference, video cast, simulcast via internet, web cam, or any electronic or other similar means of communication provided all persons participating in the meeting can hear and communicate with each other participating in the meeting; and/or written and/or electronic polls so long as 80% of the directors or the committee submits a written response with two-thirds (2/3rds) of those voting in favor, and no director or committee member objects in writing to utilizing the written hard copy or electronic poll for such action prior to the scheduled date that written responses must be returned to the Corporation. Participation in a meeting pursuant to this Section 4.14 shall constitute presence in person at such meeting, except where a director participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

4.15 Compensation and Expenses of Directors. The Corporation shall not pay any compensation to directors for their services rendered to the Corporation. The Corporation may reimburse directors for reasonable expenses actually incurred in the performance of their duties to the Corporation.

4.16 Honorary Boards and Advisory Committees. The Board may elect or appoint any person to act in an advisory capacity to the Corporation or in an honorary capacity with respect to the Corporation, and may create such honorary boards or advisory committees and appoint to them such persons as the Board deems appropriate in its sole discretion. Persons serving in such advisory and honorary capacities shall not exercise any of the powers granted to the Board of Directors by law or in these Bylaws or in the Articles of Incorporation of the Corporation.

4.17 Fiduciary Relationship of Directors. Directors and officers of the Corporation shall be deemed to stand in a fiduciary relationship to the Corporation and its Members, and shall discharge the duties of their respective positions in good faith, and with that diligence, care, judgment and skill which ordinarily prudent men would exercise under similar circumstances in like positions.

## **ARTICLE V**

### **COMMITTEES OF THE BOARD OF DIRECTORS**

5.1 Executive Committee. The Board of Directors may, by resolution adopted by a majority of the directors in office, designate and appoint an Executive Committee to consist of not less than three (3) directors. The Executive Committee shall, to the extent provided in the Board resolution, have and may exercise all of the powers of the Board of Directors in the management of the business and affairs of



the Corporation during the intervals between the meetings of the Board, and shall fix its own rules of procedure. Such Executive Committee shall keep a record of its proceedings, which shall from time to time be reported to the full Board of Directors. The designation and appointment of any such Executive Committee and the delegation of authority to the Committee shall not relieve the Board of Directors, or any individual Member of the Board of Directors, of any responsibility imposed upon it or him by law. Any vacancy occurring on the Executive Committee shall be filled by the Board of Directors, but the Chair may designate another director to serve on the Executive Committee pending action by the Board of Directors. The Executive Committee shall hold office during the term of the Board of Directors constituting it, unless otherwise ordered by the Board of Directors.

5.2 Committees Other Than Executive Committee. The Board of Directors may, by resolution adopted by a majority of the directors in office, designate and appoint one or more committees, in addition to the Executive Committee, each of which shall include at least two (2) directors. Such committees shall have the duties assigned to them by the Board of Directors in a resolution. Such committee or committees shall have such name or names as may be set in the Articles of Incorporation or these Bylaws, or as may be determined, from time to time, by the Board of Directors. The designation and appointment of any such committee and the delegation of authority to the committees shall not relieve the Board of Directors, or any individual Member of the Board of Directors, of any responsibility imposed upon it or him by law. Any vacancy occurring in any such committee shall be filled by the Board of Directors, but the Chair may designate another director to serve on the committee pending action by the Board.

5.3 Minutes of Meetings of Committees. Any committee designated by the Board of Directors shall keep regular minutes of their proceedings, and shall report the same to the Board of Directors, when required; but no approval by the Board, of any action properly taken by a committee shall be required.

5.4 Procedure. If the Board of Directors fails to designate the chairman of a committee, the Chair, if a member of such committee, shall be the chairman. Each committee shall meet at such times as it shall determine and at any time on call of the chairman. A majority of a committee shall constitute a quorum, and the committee may take action either by vote of a majority of the members present at any meeting at which there is a quorum or by written concurrence of a majority of the members. In case of absence or disqualification of a member of a committee at any meeting thereof, the qualified members present, whether or not they constitute a quorum, may unanimously appoint a director to act in place of the absent or disqualified member. The Board of Directors shall have the power to change the members of any committee at any time, to fill vacancies, and to discharge any committees at any time.

## **ARTICLE VI**

## **OFFICERS, AGENTS AND EMPLOYEES**

6.1 Officers. The Board of Directors shall elect a Chair who will also serve as chair of the Executive Committee, Vice Chair, a Secretary and a Treasurer, and may elect such other officers and agents as may be necessary for the business of the Corporation. With the exception of the Chair and Vice Chair, any two of these offices may be combined in one person; provided that no person holding more than one office may sign, in more than one capacity, any certificate or other instrument required by law to be signed by two (2) officers. Unless otherwise provided in the Articles of Incorporation, none of the officers of the Corporation need to be a director.

6.2 Election and Term of Office. The first officers of the Corporation shall consist of those persons named as initial officers, and such persons shall hold office until the first annual election of officers. Thereafter, a nominating committee which may be comprised of directors and non-directors shall present a slate of officers for Board approval. The Board shall elect officers at each annual meeting of the Board. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be held. Each person so elected shall hold office for the term for which he is elected, not to exceed two (2) years.

6.3 Resignation of Officers. Any officer or agent may resign at any time by giving written notice to the Board of Directors or to the Chair or to the Secretary of the Corporation. Any such resignation shall take effect at the time of receipt or at such later time as therein specified, not to exceed thirty (30) days. Unless otherwise specified in the notice of resignation, no acceptance of such resignation shall be necessary to make it effective.

6.4 Removal of Officers. Any officer or agent may be removed by the Board of Directors with or without cause at any time, without prejudice, however, to the contract rights, if any, of the person so removed. Election or appointment of an officer or agent shall not of itself create any contract rights.

6.5 Vacancies in Offices. A vacancy in any office may be filled for the unexpired portion of the term by the Board of Directors at any meeting of the Board.

6.6 Powers and Duties of Officers. Subject to the authority and control of the Board of Directors, all officers as between themselves and the Corporation shall have such authority and shall perform such duties in the management of the property and affairs of the Corporation as may be provided in these Bylaws or by resolution of the Board of Directors, not inconsistent with these Bylaws, and, to the extent not so provided, as generally pertain to their respective offices.

a. Chair. The Chair shall, when present, preside at all meetings of the

Board of Directors and the Members. The Chair shall further act as the chief executive officer of the Corporation with general management of the Corporation's business and power to make contracts in the ordinary course of business; shall see that all orders and resolutions of the Board of Directors are carried into effect and to direct the other officers in the performance of their duties; shall have the power to execute all authorized instruments; and shall generally perform all acts incident to the office of the Chair or which are incumbent upon the Chair under the provisions of the Articles of Incorporation and these Bylaws. The Chair may delegate authority and responsibility, but such delegation of authority shall not relieve the Chair of any responsibility imposed upon the Chair by law, the Articles of Incorporation or these Bylaws and the Chair shall remain fully accountable to the Board of Directors.

b. Vice Chair. The Vice Chair shall assist the Chair in the person's duties, serve in the Chair's absence and, in the Chair's absence, preside at all meetings of the Board of Directors and the Members.

c. Secretary. The Secretary, when such is required, shall give, or cause to be given, notice of all meetings of Members, directors, and committees, and all other notices required by law or by these Bylaws, and in case of the Secretary's absence or refusal or neglect so to do, any such notice may be given by the Members or directors upon whose request the meeting is called as provided in these Bylaws. The Secretary shall record all the proceedings of the meetings of the Members, of the directors, and of committees in a book to be kept for that purpose. Except as otherwise determined by the directors, the Secretary shall have charge of the original accounts, Members, certificate books and transfer books. If a corporate seal is adopted, the Secretary shall have custody of the seal of the Corporation, and shall affix it to all instruments requiring it. The Secretary shall perform such other duties as may be assigned to the person by the Board of Directors or by the Chair.

e. Treasurer. The Treasurer shall supervise and oversee all funds, securities, evidences of indebtedness, and other valuable documents of the Corporation. The Treasurer shall receive and give, or cause to be given, receipts and acquittances for monies paid in on account of the Corporation and shall pay out of the funds on hand all just debts of the Corporation of whatever nature when due. The Treasurer shall enter, or cause to be entered, in books of the Corporation to be kept for that purpose, full and accurate accounts of all monies received and paid out on account of the Corporation, and whenever required by the Chair or the Board of Directors, the Treasurer shall render a statement of accounts. The Treasurer shall keep or cause to be kept such books as will show a true record of the expenses, gains, losses, assets, and liabilities of the Corporation, and shall perform all the other

duties incident to the office of Treasurer.

6.7 Agents and Employees. The Board of Directors may from time to time, in its sole discretion, appoint agents and employees who shall have such authority and shall perform such duties as may be prescribed by the Board. The Board may remove any agent or employee at any time with or without cause. Removal shall be without prejudice to such person's contract rights, if any. The appointment of a person as an agent or employee shall not itself create contract rights.

6.8 Compensation of Agents and Employees. The Corporation may pay reasonable compensation to its agents and employees for services rendered and as authorized and fixed by the Board of Directors, or if the Board delegates such power, then as authorized and fixed by the Board's delegate. The Corporation may reimburse all officers, agents and employees for their reasonable expenses actually incurred. The Board may require officers, agents and employees to give security for the faithful performance of their duties, for which they shall be reimbursed.

6.9 Fiduciary Relationship of Officers. Officers of the Corporation shall be deemed to stand in a fiduciary relationship to the Corporation and its Members, and shall discharge the duties of their respective positions in good faith, and with that diligence, care, judgment and skill which ordinarily prudent men would exercise under similar circumstances in like positions.

## **ARTICLE VII**

### **ADMINISTRATIVE**

7.1 Fiscal Year. The fiscal year of the Corporation shall be the calendar year, unless otherwise determined by the Board of Directors.

7.2 Corporate Seal. The corporate seal, if any, shall be in such form as may be approved from time to time by the Board of Directors.

7.3 Contracts and Other Documents. The Board may, except as otherwise required by law, the Articles of Incorporation or these Bylaws, authorize the Chair to enter into any contract or to execute and deliver any instrument or document on behalf of the Corporation. Such authority may be general or may be confined to specific instances.

7.4 Checks, Drafts, Loans, Etc. All checks, drafts, loans or other orders for the payment of money, notes or other evidence of indebtedness issued in the name of the Corporation shall be signed by such officer or agent of the Corporation and in such manner as shall be from time to time determined by the Board of Directors. The Board may delegate its power under this Section 7.4 only to the Chair and only on such terms as the Board shall prescribe by resolution.

7.5 Books and Records. The Corporation shall keep at its registered office in the City of Alexandria: (1) correct and complete books and records of account; and (2) minutes of the proceedings of the Board of Directors and any committee having any of the authority of the Board.

7.6 Loans to Directors, Officers, Employees and Agents. No loans shall be made by the Corporation to any of its directors, officers, employees or agents.

7.7 Regulations. These Bylaws shall operate merely as regulations among the directors, officers and Members of the Corporation, and shall not affect contracts or other dealings with other persons, unless such persons have actual knowledge of these Bylaws.

7.8 Waiver of Notice. Whenever any notice of the time, place or purpose of any meeting of the Members, directors or committees is required by law, the Articles of Incorporation or these Bylaws, and waiver thereof in writing signed at any time by the person or persons entitled to such notice, or actual attendance at such meeting in person or by proxy (except where participation at such meeting is for the express purpose of objecting to the transaction of business at the meeting), is equivalent to the giving of such notice to such person, except as otherwise provided by law, the Articles of Incorporation or these Bylaws.

## **ARTICLE VIII**

### **INDEMNIFICATION AND INSURANCE**

8.1 The Corporation may, to the extent permitted by law, indemnify any person who was or is a party or is threatened to be made a party to any action, suit or proceeding, whether civil, criminal, administrative or investigative (including any action by or in the right of the Corporation) by reason of the fact that he is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another nonprofit, business or foreign corporation, partnership, joint venture or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful; provided that in case of actions by or in right of the Corporation, the indemnity shall be limited to expenses (including attorneys' fees and amounts paid in settlement not exceeding, in the judgment of the Board of Directors, the estimated expense of litigating the action to conclusion) actually and reasonably incurred in connection with the defense or settlement of such action and no indemnification shall be made in respect to any claim, issue or matter as to which

such person shall have been adjudged to be liable for negligence or misconduct in the performance of his duty to the Corporation unless and only to the extent that the court shall determine upon application that, despite the adjudication of liability but in the view of all the circumstances of the case, he is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

8.2 To the extent that a director, officer, employee or agent of the Corporation has been successful on the merits or otherwise in defense of any such action, suit or proceeding, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith.

8.3 Any indemnification under Section 8.1 (unless ordered by the court) shall be made by the Corporation only as authorized in a specific case upon a determination that the applicable standard of conduct has been met. Such determination shall be made: (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such quorum is not obtainable or a quorum of disinterested directors so directors, by an independent legal counsel, or (iii) by the Members.

8.4 Expenses incurred in defending such an action, suit or proceeding may be paid by the Corporation in advance of the final disposition thereof if authorized by the Board of Directors in the manner provided in Section 8.3 above, upon receipt of an undertaking by or on behalf of the director, officer, employee or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Corporation as authorized in this Article VIII.

8.5 The indemnification provided by this Article VIII shall not be deemed exclusive of any other rights to which the person indemnified may be entitled under any bylaw, agreement, authorization of Members or disinterested directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of his heirs and legal representative.

8.6 The Corporation may procure insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another nonprofit, business or foreign corporation, partnership, joint venture or other enterprise against any liability asserted against or incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power to indemnify him against such liability under the law.

8.7 The Corporation shall not, under any circumstances, indemnify any employee, officer, director or any other person for any expenses, including

attorney's fees, incurred in connection with any suit or proceeding brought against the Corporation by such persons.

8.8 If any part of this Article VIII shall be found in any action, suit, or proceeding to be invalid or ineffective, the validity and the effectiveness of the remaining parts shall not be affected.

**ARTICLE IX**

**AMENDMENT OF BYLAWS**

9.1 The Bylaws of the Corporation may be adopted, amended or repealed by a majority vote of the Board of Directors, present or represented at any regular or special meeting. The notice of any regular or special meeting to consider such amendment shall be distributed to each Member of the Board of Directors at least ten (10) days prior to such meeting and shall set forth the proposed amendment or a summary of the changes to be made. By a vote of two-thirds (2/3) of the Members of the Board of Directors, this ten (10) day notice requirement may be waived.

APPROVED:

  
Chair

**COOPERATIVE ENDEAVOR AGREEMENT  
and JOINT OPERATING AGREEMENT  
between  
LOUISIANA COMMUNITY AND TECHNICAL  
COLLEGE SYSTEM, THE CENTRAL LOUISIANA TECHNICAL COMMUNITY  
COLLEGE  
and THE CLTCC FOUNDATION**

I. **THIS AGREEMENT** is made and entered into by and among the Board of Supervisors of the Louisiana Community and Technical College System ("LCTCS"), the Central Louisiana Technical Community College (the "College"), a component college of the LCTCS and the CLTCC Foundation ("the Foundation"), a Louisiana non-profit corporation. Further, LCTCS, the College and the Foundation agree that this Agreement shall supersede, replace and render null any and all prior cooperative endeavor agreements, partnership agreements or affiliation agreements which may exist between the parties to this Agreement.

A. LCTCS is a state higher education institution, under the management and supervision of the Board of Supervisors (hereinafter "the Board"), and within the overall jurisdiction of the Louisiana Board of Regents for State Colleges and Universities. Supporters of the College have organized the Foundation to assist the College in securing outside, private funding and community support of its educational efforts for colleges and educational institutions under its jurisdiction and the students attending such colleges and educational institutions.

B. The Foundation is a non-profit corporation organized, existing and operating under the laws of the State of Louisiana and is a federally tax exempt, not-for-profit corporation organized for the purpose of and with the objective of promoting charitable, educational, scientific and cultural studies for the College. The Foundation's purpose is to solicit and accept gifts, grants,



appropriations, bequests and funds, including property, in order to provide financial assistance to students, including scholarships and other educational endeavors and activities in furtherance of the College's mission, its faculty, staff and students as described in Section 501(c)3 of the Internal Revenue Service Code of 1986, as amended.

C. Because of the identification of the Foundation with the College and LCTCS, the parties agree that it is prudent and beneficial to have a clear agreement of the relationship between the parties and an agreement of the promises, responsibilities, authority and obligations of each party.

## **II. WITNESSETH:**

**WHEREAS**, Article VII, Section 14(C) of the Constitution of the State of Louisiana provides that "For a public purpose, the state and its political subdivisions or political corporations may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation, or individual";

**WHEREAS**, the College and the LCTCS Board desire to cooperate with the Foundation in the manner as hereinafter provided;

**WHEREAS**, the LCTCS Board is statutorily obligated to ensure that community and technical college programs are responsive to the needs of students for education and training and to businesses of Louisiana for educated and trained employees; to maximize the use of facilities, faculty, and other resources to provide for education and training of students; and to increase access to such education and training, including assistance to adequately prepare students for their pursuit of a postsecondary or higher education. The LCTCS Board chooses to enhance its ability to meet these statutory obligations by entering into this cooperative endeavor with the Foundation;

**WHEREAS,** A specific charge of the Foundation is "to assist the College in securing outside, private funding and community support of its educational efforts for colleges and educational institutions under its jurisdiction and the students attending such colleges and educational institutions" and that the College is the exclusive beneficiary of the Foundation;

**WHEREAS,** The LCTCS Board and the Foundation have established this Cooperative Endeavor Agreement whereby the Foundation agrees to maintain certain outlined standards and procedures of operations regarding fundraising activities and support of the College and LCTCS as well as certain outlined standards and procedures of accounting for the funds of the Foundation, while at the same time preserving the private and independent status of the Foundation;

**WHEREAS,** the Foundation presently does not have the financial resources to maintain a full-time administrative staff and the maintenance of such employees would substantially impair the financial ability of the Foundation to use its existing financial resources for the direct benefit of the College;

**WHEREAS,** the LCTCS Board believes that it has a reasonable expectation that providing administrative services and other resources will result in the College receiving a benefit or value at least equivalent to the costs of supplying such services and resources to the Foundation;

**NOW, THEREFORE,** in consideration of the mutual covenants herein contained; the legal obligation; the public purpose; and the public benefit the parties hereto agree as follows:

### **III. DUTIES, FUNCTIONS AND RESPONSIBILITIES**

#### **A. The Foundation**

The Foundation's primary objectives shall be to provide support to the College, and the Foundation will not engage in activities contrary to that objective. The acts, deeds, function and activities of the Foundation shall in no way conflict with the authority, mission or goals of the

College or LCTCS. The Foundation, in fulfilling its mission to benefit LCTCS, may engage in the following activities including but not limited to:

1) Solicit and accept funds of all kinds, including property, both real and personal, whether principal or income, tangible or intangible, vested or contingent, within the limits of the law, for the purpose of providing funds for the general and specific purposes of the Foundation herein described and prescribed by testators or donors to the Foundation;

2) Receive, hold, and administer such donations, bequests, devises, and gifts for the purposes so determined, subject to such terms and conditions as may be imposed by respective testators or donors, and to distribute such funds or property to the College for the purposes specified by the testators or donors or in the absence of specific requirements, determined by the Foundation; and

3) Expend funds for the establishment and operation of the Foundation and for expenses incidental in the conduct of the affairs of the Foundation.

4) The Foundation, in its sole discretion and without obtaining approval from the College or LCTCS, subject only to any specific directives or restrictions relating to any particular donation, may invest the donations as it deems appropriate and consistent with established investment criteria of the Foundation and with reasonable and prudent investment standards, further subject to state statutes, rules and laws, where applicable.

5) The net earnings or assets of the Foundation shall not be distributed to the benefit of its directors, officers or other private persons, except that the Foundation shall be authorized and empowered to pay reasonable compensation for services rendered, reimburse reasonable expenses, and to make payments and distributions furtherance of the overall purpose of the Foundation.

6) The Foundation shall be responsible for establishing and implementing a system of controls, including accounting controls, that ensures compliance with all applicable laws and regulations specifically including state and federal laws regarding the non-profit, tax-exempt status of the entity;

7) The Foundation shall provide an annual accounting for in-kind services, staff, and resources including the cost of housing, personnel (which personnel shall remain public servants for all purposes) and other support furnished the Foundation by LCTCS pursuant to La. R.S. 17:3390B (3) and Louisiana Community and Technical College System Policy as it may be amended from time to time. The LCTCS shall maintain a reasonable expectation of receiving benefit or value at least equivalent to the amount expended or transferred.

8) The Foundation acknowledges that the chancellor of the College provides ultimate leadership and direction for the institutional fundraising activities of the College under the supervision and management of LCTCS. The Foundation agrees to work with the staff of the College to identify, cultivate and solicit prospective donors, provide stewardship for donors, and work with System volunteers to enhance the overall development effort of the College.

9) May perform other services consistent with its overall purposes for the benefit of the College.

**B. The College:**

1) Agrees to provide to the Foundation, whenever feasible, administrative services and other resources deemed essential for the operation of the Foundation including, but not limited, to scheduling and preparing meetings; fundraising activities; accounting and bookkeeping services; the use of office space and equipment, administrative support, and the development and implementation of a communication plan; with the reasonable expectation of receiving a benefit

or value at least equivalent to the amount expended. The College will provide an accounting of the value of these services and resources to the Foundation on an annual basis, the value of which shall be considered as in-kind revenue to the Foundations in its annual financial statements,

2) Shall permit the Foundation to solicit gifts, grants, services, and contributions on behalf of the College using its name and logo, or that of the LCTCS, in accordance with System priorities, initiatives and graphic standards.

3) Shall accept funds and other gifts in-kind from the Foundation for the purpose of promoting the well-being and advancement of the College including, but not limited to, all the students, colleges, campuses, departments and divisions comprising it and for developing, expanding and improving the College curricula; programs and facilities in order to provide greater educational opportunities and advantages; and to encourage teaching excellence, research, scholarship and service which will increase benefits of the College to the citizens of the State of Louisiana and the United States of America.

4) The College shall use such funds in accordance with the terms and conditions imposed by testators and donors, within the limits of the law.

5) The College agrees to perform other additional services that may be determined by mutual consent of the parties to this Agreement.

#### **C. Compensation and Payment Schedule**

1) In consideration of the services described above, the Foundation hereby agrees that all the financial resources of the Foundation, above the administrative costs of the Foundation shall be retained by the Foundation for use, solely, in the support of programs, facilities and/or educational opportunities offered by the College and the LCTCS as compensation for the administrative services provided.

**D. Standards and Procedures**

1) The Foundation shall maintain and preserve the private and independent status of the Foundation, in accordance with all applicable federal, state, and local laws.

2) The Foundation shall conduct its general management, asset management, administration, and fundraising activities in accordance with the highest standards in fundraising and foundation operations. The Foundation shall implement reasonable and prudent risk management practices, including the purchase of sufficient General Liability Insurance and Directors' & Officers' Insurance.

3) The books and records of the Foundation shall be kept in accordance with generally accepted accounting principles.

4) The Foundation shall have calendar year for reporting purposes.

5) The Foundation agrees to have an annual audit, to the extent required by law and LCTCS Board policy, by an independent professional auditor on the list of firms of certified public accountants approved by the Office of Legislative Auditors and in accordance with Government Auditing Standards issued by the Comptroller General of the United States. Such audit shall include a review of compliance with this Cooperative Endeavor Agreement. In the event an annual audit is not required by law or LCTCS Board policy, the Foundation shall provide a sworn financial statement and a certification that the Foundation did not receive funds sufficient to qualify for an annual audit under La. R.S. 17:3390.

6) The Foundation shall provide the College Senior Vice President for Finance and Administration copies of the audited annual financial statements presented in accordance with generally accepted accounting standards within three months following the end of the audit period,

or in accordance with Board policy. Additionally, the auditor shall provide copies of this annual audit to the Legislative Auditor.

7) The Foundation shall use its best efforts to have the members of its Board of Directors be individuals of good character, known for their philanthropic and community service, have a genuine interest in and serve as advocates for the College and have committed time, energy, talent and resources to support the stated mission of the College.

#### **IV. VALUE AND BENEFITS TO THE COLLEGE**

A. The Foundation shall expend its financial resources for the benefit of the College including, but not limited to:

- 1) Financial assistance to financially disadvantaged students, including scholarships;
- 2) Professional Development (Faculty and Staff);
- 3) Faculty Enhancement;
- 4) Technology and Equipment Upgrades;
- 5) Facility Acquisition, Improvement and Expansion;
- 6) Speaker Series;
- 7) Special events/President's discretionary funds; and
- 8) Local, federal or private appropriations and/or grants for research, public outreach, cultural enhancement, improvements, private or works and other activities for which funds may be made available
- 9) Matching funds for grants and monies received by the System.

#### **V. TERMINATION**

##### **A. Termination of the Agreement**

1) Either party may terminate this Cooperative Endeavor Agreement at any time by giving thirty (30) days written notice to the other party.

2) In the event any substantial misuse of funds or fraudulent activity on the part of the Foundation is discovered, LCTCS may, in its discretion, terminate this agreement immediately, and without prior notice.

3) Nothing in this agreement shall be construed in a manner to invalidate or restrict the Foundation's private and independent status.

4) In the event that this Agreement is terminated by either party, the Foundation shall turn over to the college or LCTCS all the assets of the Foundation within 60 days of the final termination date. A final audit of the Foundation's books shall be required and distributed to the necessary parties.

5) After the termination of this Agreement, the Foundation shall be prohibited from using the name of the College or LCTCS and their logo to solicit donations or for any other purpose and shall not, in any way, represent to alumni, contributors, or the general public that said Foundation is affiliated with the Louisiana Community and Technical College System or any of its colleges or campuses.

## **VI. MISCELLANEOUS**

### **A. Ownership**

All records, reports, documents and other material delivered or transmitted to LCTCS Board by the Foundation shall remain the property of the Foundation and shall be returned by the Board to the Foundation at the Foundation's expense, at termination or expiration of this Agreement.

### **B. Nonassignability**



This Agreement is not assignable or transferable by either party except with prior written consent of the other party.

**C. Auditors Clause**

It is hereby understood and agreed that the receipt, investment, or expenditure of public funds by the Foundation shall not affect the private status of the Foundation; however, books and records of the foundation, to the extent that such books and records directly pertain to the receipt, investment, of expenditure of public funds, shall be subject to review by the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration.

**D. Discrimination Clause**

The Foundation agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

The Foundation agrees not to discriminate in its employment practices and will render services under this Agreement without regard to race, color, religion, sex, national origin, veteran status, political affiliation, disabilities.

Any act of discrimination committed by the Foundation, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement.

**E. Partial Invalidity; Severability**

If any term, covenant, condition, or provision of this Agreement or the application thereof to any person or circumstances shall, at any time or to any extent, be invalid or unenforceable, the

remainder of this Agreement, or the application of such term, covenant, condition or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall be affected thereby, and each term, covenant, condition, and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

**F. Entire Agreement; Modification**

This Agreement, including any attachments that are expressly referred to in this Agreement, contains the entire agreement between the parties and supersedes any and all agreements or contracts previously entered into between the parties. No representations were made or relied upon by either party, other than those that are expressly set forth. This Agreement may be modified or amended at any time by mutual consent of the parties, provided that, before any modification or amendment shall be operative and valid, it shall be reduced to writing and signed by both parties.

**G. Controlling Law**

The validity, interpretation, and performance of this Agreement shall be controlled by and construed in accordance with the laws of the State of Louisiana.

**H. Legal Compliance**

The Foundation, the College and LCTCS Board shall comply with all federal, state, and local laws and regulations, including, specifically, the Louisiana Code of Governmental Ethics (R.S. 42:1101, et seq.) in carrying out the provisions of this Agreement.

**I. Remedies for Default**

In the event of default by either party, the aggrieved party shall have all rights granted by the general laws of the State of Louisiana.

**J. Notices**

All notices and other communications pertaining to this Agreement shall be in writing and shall be transmitted either by personal hand delivery (and received for) or deposited in the United States mail, as certified mail, return receipt requested and postage prepaid, to the other party, addressed as follows:

If to the Board of Supervisors of Louisiana Community and Technical College System:

Chief Operations Officer  
Louisiana Community and Technical College System  
265 S. Foster Drive  
Baton Rouge, LA 70806

If to the Foundation:

CHAIR  
Foundation



If to the College:

Chancellor



**K. Effective Date of This Agreement**

This Agreement constitutes the entire Agreement between the parties and shall be amended in writing, executed by all parties hereto.

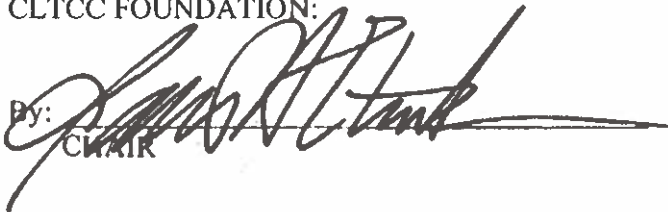
IN WITNESS WHEREOF, this Agreement has been executed by and on behalf of the parties hereto on this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

BOARD OF SUPERVISORS

LOUISIANA COMMUNITY & TECHNICAL COLLEGE SYSTEM:


By: \_\_\_\_\_  
System President

CLTCC FOUNDATION:

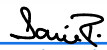
By:   
Chair

CENTRAL LOUISIANA TECHNICAL COMMUNITY COLLEGE:

By:   
Chancellor

Signature:   
Joseph J. Marin (Sep 30, 2023 08:59 CDT)  
Email: jmarin@lctcs.edu

Signature:   
W. Chandler LeBoeuf (Sep 30, 2023 09:24 CDT)  
Email: chandlerleboeuf@lctcs.edu

Signature:   
Tarie Roberson (Sep 30, 2023 09:27 CDT)  
Email: tariroberson@lctcs.edu











# Establishment of a Foundation for Central Louisiana Technical Community College

Final Audit Report

2023-10-01


Created:	2023-09-30
By:	Ericka Poole (erickapoole@lctcs.edu)
Status:	Signed
Transaction ID:	CBJCHBCAABAAR7kCb3Zf5s81y9r2dQbxNBsMdmlvH5u2

## "Establishment of a Foundation for Central Louisiana Technical Community College" History


-  Document created by Ericka Poole (erickapoole@lctcs.edu)  
2023-09-30 - 1:55:53 PM GMT
-  Document emailed to Joseph Marin (jmarin@lctcs.edu) for signature  
2023-09-30 - 1:56:59 PM GMT
-  Email viewed by Joseph Marin (jmarin@lctcs.edu)  
2023-09-30 - 1:59:40 PM GMT
-  Document e-signed by Joseph Marin (jmarin@lctcs.edu)  
Signature Date: 2023-09-30 - 1:59:56 PM GMT - Time Source: server
-  Document emailed to chandlerleboeuf@lctcs.edu for signature  
2023-09-30 - 1:59:58 PM GMT
-  Email viewed by chandlerleboeuf@lctcs.edu  
2023-09-30 - 2:23:58 PM GMT
-  Signer chandlerleboeuf@lctcs.edu entered name at signing as W.Chandler LeBoeuf  
2023-09-30 - 2:24:51 PM GMT
-  Document e-signed by W.Chandler LeBoeuf (chandlerleboeuf@lctcs.edu)  
Signature Date: 2023-09-30 - 2:24:53 PM GMT - Time Source: server
-  Document emailed to Tarie Roberson (tarieroberson@lctcs.edu) for signature  
2023-09-30 - 2:24:54 PM GMT
-  Email viewed by Tarie Roberson (tarieroberson@lctcs.edu)  
2023-09-30 - 2:25:21 PM GMT

 Document e-signed by Tarie Roberson (tarieroberson@lctcs.edu)


Signature Date: 2023-09-30 - 2:27:25 PM GMT - Time Source: server

 Document emailed to Katie Waldrop (katiewaldrop@lctcs.edu) for signature

2023-09-30 - 2:27:27 PM GMT

 Email viewed by Katie Waldrop (katiewaldrop@lctcs.edu)

2023-10-01 - 0:02:20 AM GMT

 Document e-signed by Katie Waldrop (katiewaldrop@lctcs.edu)

Signature Date: 2023-10-01 - 0:03:23 AM GMT - Time Source: server

 Agreement completed.

2023-10-01 - 0:03:23 AM GMT