



# LOUISIANA COMMUNITY & TECHNICAL COLLEGE SYSTEM

**Changing Lives,  
Creating Futures**

Monty Sullivan  
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- Stephen C. Smith
- Stephen Toups
- Matthew Wood

**Student Members:**

- David Payne
- Jamie Zeringue

Louisiana  
Community  
& Technical  
College System

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Baton Rouge, LA 70806

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

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

**THROUGH:** Joseph F. Marin <sup>JFM</sup>  
Vice President of Operations

Dr. Chandler LeBoeuf <sup>Wcl</sup>  
Governmental and Public Affairs Officer

**FROM:** Tarie Roberson <sup>TR</sup>  
Director of Advancement

**DATE:** September 18, 2023

**SUBJECT:** Establishment of a Foundation for Northwest 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 Northwest Louisiana Technical Community College (NLTCC).

**Background:** The Foundation for Northwest Louisiana Technical Community College proposing to be created as a 501(c)3 non-profit organization to support Northwest Louisiana Technical Community College. 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 Northwest 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**

**ARTICLES OF INCORPORATION  
FOR  
Northwest Louisiana Technical Community College Foundation, INC.  
(A Louisiana Nonprofit Corporation)**

**BE IT KNOWN**, that on this 18<sup>th</sup> day of September, 2023, before me, Lisa H. Snider, a Notary Public duly commissioned and authorized in and for the Parish of Webster, State of Louisiana, therein residing, and in the presence of the witnesses hereinafter named and undersigned, personally appeared:

- |                   |  |
|-------------------|--|
| 1. Jim Malsch     | 717 Crockett Street, Ste 211, Shreveport, LA 71101 |
| 2. Jayda Spillers | 1322 Goodwill Road, Minden, Louisiana 71055        |

All of the full age of majority who declared that under the provisions of Louisiana law relative to and concerning the organization of a nonprofit corporation, they have united and do hereby form and organize as a nonprofit corporation for the purpose and in accordance with the articles of incorporation, to-wit and certifies that:

**ARTICLE I -OFFICIAL NAME OF THE CORPORATION**

The name of the not-for-profit corporation shall be Northwest Louisiana Technical Community College Foundation, INC. hereinafter sometimes referred to as the "Foundation" or the "Corporation".

**ARTICLE II - DOMICILE**

The domicile and the address of this corporation and of its registered office shall be 9500 Industrial Drive, Minden, Louisiana 71055.

**ARTICLE III - NON-PROFIT**

This corporation is a non-profit corporation as defined by Louisiana Law and the Internal Revenue Service. No part of the earnings or other assets of the Corporation shall inure to the benefit of any individual.

**ARTICLE IV - PURPOSE**

The corporation is formed and organized for the purpose of engaging in and promoting education, scientific research, literary, benevolent, and charitable works for Northwest Louisiana Technical Community College, which is a political subdivision of the State of Louisiana, and to that end its objects and purposes are set forth in the following non-exclusive list:

- A. Promote the educational and cultural welfare of Northwest Louisiana Technical Community College, including all the various departments, to develop, expand, and improve the College facilities to promote broader educational opportunities, encourage educational advancement, and increase the College's usefulness to the citizens of Louisiana.

- B. Solicit and accept gifts, grants, and bequests, in trust or otherwise, funds of all kinds, including property of every kind, principal or income, for the purpose and to meet the goal of serving the College.
- C. Provide educational and financial aid and resources to students, faculty, and staff who meet the standards established for that purpose.
- D. Conduct fund raising activities, promotions, and any other legal activity for the purpose of fulfilling the mission of the College.
- E. Exercise all powers and authority as may be necessary for the accomplishment of the objectives and purposes herein above set forth, and to do all other things incidental thereto or connected therewith which are not forbidden by law or the purposes and goals of the College in order that it may complete its mission.

#### ARTICLE V - IRS SECTION 501(c) (3)

This Foundation shall promptly make an application with the Internal Revenue Service for recognition of exemption under the Section 501 (c) (3), and/or other sections of the Internal Revenue Code.

#### ARTICLE VI - DURATION

The period of duration for this Foundation shall be perpetual from the date of recordation of these Articles of Incorporation with the Secretary of State, State of Louisiana.

#### ARTICLE VII - CLASSES OF SHARES

This Foundation shall not issue any classes of stock.

#### ARTICLE VIII - CORPORATE POWERS

The corporation is a nonprofit organization and shall have full power to contract, sue, and be sued, and to make and use a corporate seal, acquire, hold, lease, purchase, manage, construct buildings, as well as sell, alienate, lease, convey, mortgage or hypothecate property, real and personal, and in general shall exercise and enjoy all powers incident to a corporation consistent with the objects and purposes herein expressed and needed and proper for its government and support. The corporation shall have every power granted by Louisiana law as now exists or as hereafter amended or adopted.

#### ARTICLE IX - REGISTERED AGENTS

The full name and address of the registered agents is as follows:

<u>NAME</u>	<u>ADDRESS</u>
Jayda Spillers	1322 Goodwill Road, Minden, Louisiana 71055

#### ARTICLE X - MEMBERSHIP

- A. There shall be no classes of membership on a stock basis.
- B. The Chancellor shall be an Ex-Officio Member throughout the duration of their tenure. The Chancellor shall have the same rights, privileges, duties, and obligations as Board Members as stated in the Articles of Incorporation and in the Bylaws of the Foundation.
- C. Unless otherwise provided in these Articles of Incorporation, the manner of election and term of membership of the members of the Corporation shall be set forth in the Bylaws of the Foundation.

#### ARTICLE XI - MEETING OF MEMBERS

A general meeting of the Members shall be held at the domicile of the Corporation during the last quarter of each calendar year, which shall be referred to as the "annual meeting". The Board of Directors shall set the date of the annual meeting in the bylaws or by polling of the Board of Directors prior to the setting of the meeting date. Notice of the meeting date shall be mailed or via electronic notification to Members at least ten days before the meeting date.

- A. Unless otherwise provided in the Bylaws of the Corporation, special meetings of the members may be called at any time by the President or the Board of Directors, or upon the written request of a majority of the Board of Directors. It shall be the Secretary's duty to notify by mail or via electronic notification all members, notice of the time and place of such special meeting at least five (5) days before the date of any such special meeting. The subject to be considered at the special meeting shall be specified in the notice of said meeting. Special meetings of the members of the Corporation may be held at any place within the State of Louisiana.
- B. Each member of the Corporation shall be entitled to attend all general and special meetings and shall be entitled to one (1) vote. The founding and sustaining members shall be entitled to one (1) vote. Each member of the Board of Directors shall be entitled to one (1) vote. Members must be present to cast their vote.



ARTICLE XII - BOARD OF DIRECTORS

- A. The corporate powers and management of the Corporation shall be vested in and exercised by a Board of Directors of not less than five (4) members of the Corporation, who are selected in the manner provided in the bylaws of the Corporation. The Board of Directors shall have and exercise all corporate powers except such as may be otherwise provided in these articles and the Bylaws of the Corporation, and shall have the power and authority to make and alter the bylaws of the Corporation, subject to the powers of the members to change and/or repeal the bylaws so made Meetings of the Board of Directors may be held outside the State of Louisiana, within the United States.
- B. Unless and until otherwise provided in the bylaws, the number of the members of the Board of Directors shall be no less than four (4), comprised as follows:
1. The Chancellor shall be an Ex-Officio Member throughout the duration of their tenure. The Chancellor shall have the same rights, privileges, duties, and obligations as Board Members as stated in the Articles of Incorporation and in the Bylaws of the Foundation.
- C. Unless otherwise provided in these Articles of Incorporation, the number, qualifications, terms of office, manner of election, compensation, and duties of the Board of Directors, the time, place and manner of calling, giving notice of, and conducting membership meeting and directors' meetings, and the number of members and directors, which shall constitute a quorum, shall be prescribed by the bylaws.
- D. The names and addresses of the first members of the Board of Directors are as follows, and each shall hold office until their successor is elected, and qualified:

<u>NAME</u>	<u>ADDRESS</u>
1. Jim Malsch	717 Crockett Street, Ste 211, Shreveport, LA 71101
2. Sarah Haynes	1037 Ridgewood Cr, Minden, LA 71055
3. Debbie Martin	1500 N Market, Shreveport, LA 71107
4. Bruce Roberts	1500 N Market, Shreveport, LA 71107
5. Jayda Spillers	1322 Goodwill Road, Minden, LA 71055

ARTICLE XIII - OFFICERS

The officers of the Corporation shall be a President, one or more Vice-Presidents, a Secretary and a Treasurer, and such other officer as the Board of Directors may in its discretion determine to be required, or as provided in the bylaws, who shall be elected annually by the Board of Directors as soon as practicable after the annual meeting of the Members, and the officers when elected shall hold their office until their successors are elected and qualified, unless sooner removed by the Board of Directors.

#### ARTICLE XIV - MEMBERSHIP CERTIFICATES

- A. Each member shall receive a Membership Certificate signed by the President and Secretary of the Corporation.
- B. No Membership nor Certificate shall be transferrable by assignment or sale, or by inheritance, and no rights of membership shall inure to the benefit of its assignee, vendor, heir or legatee.
- C. The holder of the Certificate shall not be liable to the Corporation nor to its creditors, nor in connection with any contract or faults of the Corporation, in a sum greater than the amount of his or her indebtedness to the Corporation, nor shall any informality in organization have the effect of rendering this charter null or of exposing a member to any liability beyond his indebtedness to the Corporation.

#### ARTICLE XV - DISSOLUTION

This corporation may be dissolved by a vote of two-thirds (2/3) of the members in good standing at a meeting duly called for that purpose after thirty (30) days notice in the manner provided for notice of the annual meeting. In the case of dissolution, the affairs of the Corporation shall be liquidated out of court by three commissioners to be elected by the members present at the meeting. In the event of the unavailability, for any reason, of one of the commissioners, the remaining commissioners shall have the power and authority to continue and close the liquidation.

- A. The liquidating commissioners shall apply all funds held in trust by the corporation, insofar as feasible, in accordance with the terms of the several trusts, and unless otherwise provided by the provisions of said trusts or the law in such cases made and provided, the liquidating commissioners shall convey, transfer, and assign said property to the Louisiana Community and Technical Colleges' Foundation to be used as nearly as practicable in accordance with the expressed purposes of the several donors.
- B. The liquidating commissioners shall, after paying all indebtedness and costs of the dissolution of the corporation, convey, transfer, and deliver all remaining funds and property of the corporation to the Louisiana Community and Technical Colleges' Foundation in full ownership and to be used by said foundation in such manner as it may deem wise for the use and benefit of the Foundation.

#### ARTICLE XVI - INCORPORATORS

The names and addresses of the subscribers to these Articles of Incorporation, the incorporators, are as follows:

NAME \_\_\_\_\_ ADDRESS \_\_\_\_\_

1. Jim Malsch 717 Crockett Street, Ste 211, Shreveport, LA 71101
2. Jayda Spillers 1322 Goodwill Road, Minden, LA 71055

The signing of these Articles of Incorporation by said subscribers shall act as their election to membership in the Corporation.

**THUS DONE AND SIGNED** in Minden, Webster Parish, Louisiana, in the presence of Kelsey Meshell and Sheri Butler, competent witnesses on this 18<sup>th</sup> day of September, 2023.

**WITNESSES**

Kelsey Meshell  
Sheri Butler

**INCORPORATORS**

Jayda Spillers  
Jim Malsch

Lisa L. Snider  
Notary Public 006178

**BYLAWS**  
**OF**  
**NLTCC FOUNDATION**

**ARTICLE I**

**PRINCIPAL AND REGISTERED OFFICES**

1.1 Principal Office. The principal office of NLTCC FOUNDATION, (hereinafter referred to as the "Corporation"), shall be located 9500 Industrial Drive, Minden, LA 71055, or at such place as the Board of Directors shall from time to time designate.

1.2 Registered Office. The registered office of the Corporation shall be 9500 Industrial Drive, Minden, LA 71055, or at such other place as the Board of Directors may from time to time designate. The Corporation shall have and shall continuously maintain a registered office at such place as may be designated by the Board of Directors.

**ARTICLE II**

**MEMBERS**

2.1 Membership. There shall be one (1) class of members. The Membership of the Corporation shall be exclusively comprised of the Members of the Board of Directors. The President of Northwest Louisiana Technical Community College (NLTCC) shall be an Ex-Officio voting member of the Board of Directors.

2.2 Meetings of the Members. Meetings of the Members for any purpose or purposes may be called from time to time by the Directors as deemed necessary to conduct the business of the Corporation.

2.3 Annual Meeting. The annual meeting of the Members shall be held on twice a year, or such other date or time as shall be designated from time to time by the Board of Directors. At such meeting, the Members shall elect the Directors of the Corporation and shall transact such other business as may come before the meeting.

2.4 Notice of Members' Meetings. Written or printed notice, 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, via electronic notification or at his last known address, at least ten (10) days and not more than sixty (60) days prior to the meeting.

2.5 Quorum. Members representing a majority of the Members of the Corporation, who are present in person at any meeting, shall constitute a quorum for the transaction of business.



## ARTICLE III

### **BOARD OF DIRECTORS**

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

3.2 Number of Directors. The number of Directors of the Corporation shall be a minimum of four (4) and a maximum as deemed necessary by the Board to fulfill the mission of the Corporation. No decrease in the number of Directors shall have the effect of shortening the term of any incumbent Director.

3.3 Election and Term of Directors. The first Board of Directors of the Corporation shall consist of those five (5) 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. Thereafter, at the annual meeting or by properly noticed meeting of the Membership, successors to the initial Trustees (to be called Directors) and additional Directors may be elected as deemed necessary by the Membership. Terms of office shall be four (4) years. Directors may be re-elected to subsequent four (4) years as deemed necessary by the Membership. Terms of office shall be established so that no more than one-third of the Members' terms expire at any one time. This provision may serve to lengthen or shorten the term of any Director, if so voted by the Membership.

3.4 Directors Selection. The Board of Directors shall authorize a nominating committee to recruit, evaluate and submit names of potential Directors for approval to the Membership. Additionally, any Director may propose a potential Director to the nominating committee for review and recommendation to the Membership. New Directors may be elected at any properly noticed meeting of the Membership.

3.5 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.

3.6 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 President 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.

3.7 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.

3.8 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.

3.9 Other (regular or special) meetings of the Board of Directors. May be called from time to time as deemed necessary by the Membership. Such meetings may be held at such place or places within or outside the State of Louisiana as deemed necessary by the Membership to conduct the business of the Corporation. Notice shall be provided to the Membership in advance of any regular or special meeting.

3.10 Notice of Directors' Meetings. Whenever notice is required to be given under any provision of these Bylaws, it shall be in writing and it may be delivered personally or sent by U.S. mail, by telegram, by express delivery service, email or by electronic facsimile transmission to each director at his address as shown by the records of the Corporation. If notice is given by U.S. mail, such notice shall be deemed to be delivered three (3) days after being deposited in the United States Mail in a sealed envelope so addressed, with postage thereon prepaid. If notice is given by facsimile, email or other commercial message delivery service, such notice shall be deemed to be given on the date delivered. If notice is given electronically, such notice shall be deemed delivered when transmitted to the intended recipient's electronic facsimile number, or email address as shown in the records of the Corporation.

3.11 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.

3.12 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.



3.13 Board Meetings by Electronic Communication. The Board of Directors, or any committee of the Board, may hold a meeting by conference telephone, facsimile or similar means of communications equipment provided that all persons participating in the meeting can communicate with each other. Participation in a meeting pursuant to this Section 3.13 shall constitute presence in person at such meeting, except where a person 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.

3.14 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.

3.15 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.

3.16 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 IV

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

4.1 Executive Committee. The Board of Directors may, by resolution adopted by a majority of the 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 President of the Corporation 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.

4.2 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 President of the Corporation may designate another director to serve on the committee pending action by the Board.

4.3 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.

4.4 Procedure. If the Board of Directors fails to designate the chairman of a committee, the President, 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 V

### **OFFICERS, AGENTS AND EMPLOYEES**

5.1 Officers. The Board of Directors shall elect a President, a Secretary and a Treasurer, and may elect one or more Vice Presidents and such other officers and agents as may be necessary for the business of the Corporation. 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 be a Director.

5.2 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 Trustees and non-Trustees 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.

5.3 Resignation of Officers. Any officer or agent may resign at any time by giving written notice to the Board of Directors or to the President 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.

5.4 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.

5.5 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.

5.6 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. President. The President shall, when present, preside at all meetings of the Board of Directors and the Members. The President shall be 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 the 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 President or which are incumbent upon the President under the provisions of the Articles of Incorporation and these Bylaws. The President may delegate authority and responsibility, but such delegation of authority shall not relieve the President of any responsibility imposed upon the President by law, the Articles of Incorporation or these Bylaws and the President shall remain fully accountable to the Board of Directors.

B. 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, or cause to be recorded except as otherwise determined by the Directors, the Secretary shall have charge of, or delegate the charge of the keeping 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 he shall perform such other duties as may be assigned to him by the Board of Directors or by the President.

C. 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 a quittances 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 President 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. If required by the Board of Directors, the Treasurer shall give the Corporation a bond for the faithful discharge of his duties and for restoration to the Corporation, upon termination of his tenure, of all property of the Corporation under the Treasurer's control.

D. Vice President. The Board of Directors may select and appoint one or more Vice Presidents. If the Board of Directors appoints more than one Vice President, each Vice President shall have such powers and shall perform such duties, as shall be assigned to him by the Board of Directors or by the President (subject to the powers and supervision of the Board), and in the order determined by the Board, shall in the absence, inability or refusal to act by the President, perform the President's duties and exercise the President's powers, and when so acting shall have all of the powers of and be subject to all of the restrictions upon the President.

5.7 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.

5.8 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 delegatee. 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.

5.9 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 VI

### ADMINISTRATIVE

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

6.2 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.

6.3 Contracts and Other Documents. The Board may, except as otherwise required by law, the Articles of Incorporation or these Bylaws, authorize the President of the Corporation 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.

6.4 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 6.4 only to the President and only on such terms as the Board shall prescribe by resolution.

6.5 Books and Records. The Corporation shall keep at its registered office in the City of Minden, Louisiana: (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.

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

6.7 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.

6.8 Notice. Unless otherwise provided in the Articles of Incorporation or these Bylaws, whenever any notice is required by these Bylaws to be given, personal notice is not required unless expressly so stated; any notice is sufficient if given by depositing the same in an United States mail receptacle in a sealed postage paid envelope addressed to the person entitled thereto at his last known address as it appears on the records of the Corporation; and such notice is deemed to have been given on the day of such mailing. If notice is given by facsimile, email or other commercial message delivery service, such notice shall be deemed to be given on the date delivered. If notice is given electronically, such notice shall be deemed delivered when transmitted to the intended recipient's electronic facsimile number or email address as shown in the records of the Corporation.

6.9 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 VII

### INDEMNIFICATION AND INSURANCE

7.1 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.

7.2 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.

7.3 Any indemnification under Section 7.1 (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.

7.4 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 7.3 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 VII.

7.5 The indemnification provided by this Article VII 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.

7.6 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.

7.7 If any part of this Article VII 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 VIII**

### **AMENDMENT OF BYLAWS**

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.


## **ARTICLE IX**

### **POLICIES**

9.1 The Corporation shall be operated at all times in compliance with the LCTCS Policy on Foundations as such policy may be amended from time to time. The Corporation shall execute an Operating Agreement with LCTCS with respect to the operations of the Corporation and its relationship with LCTCS.

9.2 The Corporation shall be audited annually by a firm of certified public accountants on the approved list of the official Legislative Auditor and shall supply a copy of such audit to LCTCS and the Office of the Legislative Auditor by July 15, following the close of the calendar year of the Corporation.

APPROVED:



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Jim Malsci  
Chairman of the Board and President

**COOPERATIVE ENDEAVOR AGREEMENT**

**and JOINT OPERATING AGREEMENT**

**between**

**LOUISIANA COMMUNITY AND TECHNICAL COLLEGE  
SYSTEM, NORTHWEST LOUISIANA TECHNICAL COMMUNITY  
COLLEGE and THE NLTCC 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"), Northwest Louisiana Technical Community College (the "College"), a component college of the LCTCS and the NLTCC 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 College and 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, the College, 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 College 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 the College or 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/or the LA Board of Regents 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 the College and 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 College and 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 may include, but not be 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 pennit 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 or fiscal 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 Vice Chancellor of 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 when financially feasible and approved by the Foundation Board of Directors 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/Chancellor's discretionary funds; and
- 8) Local, federal or private appropriations and/or grants for research, public outreach, cultural enhancement, improvements, private or public 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) Any 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, the College or 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 this Agreement is terminated by any 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. Any assets, including endowed funds and cash assets, that are turned over to the College or LCTCS, must be used for the sole benefit of Northwest Louisiana Technical Community College as intended by the donors of said funds. 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 the College or LCTCS Board by the Foundation shall remain the property of the Foundation and shall be

returned by the College or 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 any 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, or 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, as amended, 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, the Fair Housing Act of 1968, as amended, Executive Order No. JBE 2016-11, and Foundation 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, sexual orientation, national origin, veteran status, political affiliation, disabilities, or age.



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 any 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 all 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 any applicable 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.

**1. Remedies for Default**

In the event of default by any 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 receipted for) or deposited in the United States mail, as certified mail, return receipt requested and postage prepaid, to the other parties, addressed as follows:

If 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:

President  
NLTCC Foundation  
9500 Industrial Dr.  
Minden, LA 71055

If to the College:

Chancellor  
Northwest Louisiana Technical Community College  
9500 Industrial Drive  
Minden, LA 71055

**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        ,2021.

BOARD OF SUPERVISORS

LOUISIANA COMMUNITY AND TECHNICAL COLLEGE SYSTEM:


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

NLTC Foundation:


By:  \_\_\_\_\_  
Jim Malsch, President

NORTHWEST LOUISIANA TECHNICAL COMMUNITY COLLEGE

By:  \_\_\_\_\_  
Jayda Spillers, Chancellor

Signature:  \_\_\_\_\_  
Joseph J. Marin (Sep 30, 2023 11:09 CDT)  
Email: jmarin@lctcs.edu

Signature:  \_\_\_\_\_  
W. Chandler LeBoeuf (Sep 30, 2023 11:10 CDT)  
Email: chandlerleboeuf@lctcs.edu

Signature:  \_\_\_\_\_  
Tarie Roberson (Sep 30, 2023 14:19 CDT)  
Email: tariroberson@lctcs.edu











# Establishment of a Foundation for Northwest Louisiana Technical Community College

Final Audit Report

2023-09-30


Created:	2023-09-30
By:	Ericka Poole (erickapoole@lctcs.edu)
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