



# LOUISIANA COMMUNITY & TECHNICAL COLLEGE SYSTEM

**Changing Lives,  
Creating Futures**

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Louisiana  
Community  
& Technical  
College System

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**TO:** Monty Sullivan  
LCTCS President

**THROUGH:** Joseph Marin <sup>gjm</sup><sub>JM</sub>  
Chief Operations Officer

**FROM:** Quintin Taylor <sup>QT</sup><sub>QT</sub>  
Chief Public Affairs Officer

**SUBJECT:** Approval of Common CEAs with the LCTCS Board of Supervisors,  
LCTCS Colleges and LCTCS College Foundations

**DATE:** August 6, 2021

**APPROVED**  
8/11/21  
LCTCS BOARD OF SUPERVISORS

**FOR BOARD ACTION**

**Recommendation:** Staff recommends that the Board approve a Cooperative Endeavor Agreement and Joint Operating Agreement between the Louisiana Community and Technical College System and

- Baton Rouge Community College and The Baton Rouge Community College Foundation, Inc.
- Bossier Parish Community College and the BPCC Foundation, Inc.
- Delgado Community College and the Delgado Community College Foundation
- Fletcher Technical Community College and the Fletcher Technical Community College Foundation, Inc.
- Louisiana Delta Community College and the Louisiana Delta Community College Foundation
- Northshore Technical Community College and the Northshore College Enhancement Foundation
- Elaine P. Nunez Community College and the Elaine P. Nunez Community College Foundation, Inc.
- River Parishes Community College and the River Parishes Community College Foundation, Inc.
- South Louisiana Community College and the SLCC Foundation
- SOWELA Technical Community College and the SOWELA Technical Community College Foundation
- the LCTCS Foundation

And further authorize System President Dr. Monty Sullivan, in conjunction with the advice and counsel of the respective college chancellors, to make any necessary edits prior to submission to the foundation boards for signature.

**Background:** The Cooperative Endeavor and Joint Operating Agreements between the board, the colleges and foundations follow the outline of the document approved for the LCTCS Foundation in May 2008. LCTCS Policy on Foundations, Policy #5.017, states “As part of this procedure, the Board must also receive and approve the foundation’s associated Articles of Incorporation and Bylaws, and the cooperative endeavor agreement or operating agreement between the Foundation, the LCTCS College, and the Board.”

**Fiscal Impact:** N/A

**History of Prior Actions:** Formation and function of foundations at each of the LCTCS Colleges have expanded to aid in the missions of the respective college. Over many years, colleges have submitted CEAs for approval. The uniform cooperative endeavor agreement was developed to more clearly define the mutual obligations and responsibilities of the parties and to provide operational consistency among each of the LCTCS institutions. To ensure that we have updated documentation reflecting established agreements with each of our college foundations, and to ensure consistency among each of these partnerships, colleges and advancement officers are submitting CEAS to their college foundations boards and the Board of Supervisors for their respective approvals.

**Benefits to the System:** Approval of these new uniform agreements, which will supersede and replace any existing agreements, will provide LCTCS institutions with consistent agreements and operational expectations that clearly define the respective responsibilities of the college and its foundation.



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

*August 11, 2021*

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**Date**

**COOPERATIVE ENDEAVOR AGREEMENT**  
**and JOINT OPERATING AGREEMENT**  
**between**  
**LOUISIANA COMMUNITY AND TECHNICAL**  
**COLLEGE SYSTEM, THE \_\_\_\_\_ COMMUNITY COLLEGE**  
**and THE \_\_\_\_\_ 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 \_\_\_\_\_ Community College (the "College"), a component college of the LCTCS and the \_\_\_\_\_ 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 receipted 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:

President  
Foundation

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If to the College:

Chancellor

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**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

\_\_\_\_\_ FOUNDATION:

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

\_\_\_\_\_ COMMUNITY COLLEGE:

By: \_\_\_\_\_  
\_\_\_\_\_, Chancellor

Signature: Quintin D. Taylor  
Quintin D. Taylor (Aug 10, 2021 16:12 CDT)

Email: quintintaylor@lctcs.edu

Signature: Joseph Marin  
Joseph Marin (Aug 10, 2021 16:32 CDT)

Email: jmarin@lctcs.edu

# I.13.Advancement CEA with Foundations

Final Audit Report

2021-08-10

Created:	2021-08-10
By:	Sara Kleinpeter (sarakleinpeter1@lctcs.edu)
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