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TO: Dr. Monty Sullivan
LCTCS President

THROUGH: Joe Marin
Chief Operations Officer

FROM: David Helveston
Chief External Affairs Officer

DATE: October 13, 2017

SUBJECT: Approval of cooperative endeavor agreement for Northshore Technical
Community College and Northshore College Enhancement Foundation

FOR BOARD ACTION

Recommendation: Staff recommends that the Board approve the cooperative endeavor
agreement for Northshore Technical Community College (NTCC) and Northshore
College Enhancement Foundation (NCEF).

Background: The Northshore College Enhancement Foundation was created as a
501(c)(3) non-profit organization to support NTCC. 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 college foundations and requires the Board's receipt of
certain associated documents.

History of Prior Actions: The Board previously approved NCEF's Articles of
Incorporation at the December 2016 meeting. There is a history of approving the
cooperative endeavor agreements with foundations at LCTCS colleges.

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

Benefits to System: This will help NTCC to raise private funds and take steps towards
reaching the asset goal laid out by Our Louisiana 2020.

Approved for Recommendation to the Board
Dr. Monty Sullivan

Date

**COOPERATIVE ENDEAVOR AGREEMENT**

**And JOINT OPERATING AGREEMENT**

**Between**

**the Northshore College Enhancement Foundation  
and Northshore Technical Community College**

**THIS AGREEMENT** is made and entered into by and between Northshore Technical Community College (hereinafter referred to as “the College”) and the Northshore College Enhancement Foundation (hereinafter referred to as “the Foundation”), a Louisiana non-profit corporation.

**A.** Northshore Technical Community College is a state higher education institution, under the management and supervision of the LCTCS Board of Supervisors (hereinafter referred to as “the Board”), and within the overall jurisdiction of the Louisiana Board of Regents for State Colleges and Universities. The supporters of Northshore Technical Community College have organized the Northshore College Enhancement Foundation to assist the College in securing outside, private funding and community support of its educational efforts for the College under its jurisdiction and the students attending the College.

**B.** The Foundation is a non-profit corporation organized, existing and operating under the laws of the State of Louisiana and is 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 Northshore Technical Community 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, 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.

**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 desires to cooperate with the Northshore College Enhancement 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 postsecondary or higher education. The LCTCS Board chooses to enhance its ability to meet these statutory obligations by approving this cooperative endeavor between the Northshore College Enhancement Foundation and the College;

**WHEREAS**, A specific charge of the Northshore College Enhancement Foundation is to assist Northshore Technical Community College in securing outside, private funding and community support of its educational efforts for the students attending the College and that the College is the exclusive beneficiary of the Foundation;

**WHEREAS**, the College and the Northshore College Enhancement 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 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 some 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:

**I. DUTIES, FUNCTIONS AND RESPONSIBILITIES**

**A. The Foundation**

The Foundation's primary objectives shall be to provide support to the College, at which 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. The Foundation, in fulfilling its mission to benefit the College, 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, 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 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 in 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 reimburse, through in-kind services, the cost of housing personnel, which personnel shall remain public servants for all purposes, and other support furnished to the Foundation by the College pursuant to La. R.S. 17:3390B (3) and Louisiana Community and Technical College System Policy on Foundations, as it may be amended from time to time. The College 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 Northshore Technical Community College provides ultimate leadership and direction for the institutional fundraising activities of the College. 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 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. Northshore Technical Community 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, recording and reporting in-kind 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 Foundation in its annual financial statements.

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

3) Shall accept funds and other gifts in-kind from the Foundation for the purpose of promoting the wellbeing and advancement of the College including, but not limited to, all the students, campuses, and departments 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 Cooperative Endeavor Agreement.

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

1) In consideration of the services described above, the Foundation hereby agrees that all of 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 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.

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

4) The Foundation shall have a fiscal year for reporting purposes, preferably a calendar year.

5) The Foundation agrees to have an audit conducted annually according to 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.

6) The Foundation shall provide the College Vice Chancellor of Finance & Administration copies of the audited annual financial statements presented in accordance with generally accepted accounting standards within two months following the end of the audit period, or in accordance with LCTCS Board policy.

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.



## **II. VALUE AND BENEFITS TO Northshore Technical Community 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 (College Faculty & Staff);
- 3) Faculty Enhancement;
- 4) Technology and equipment upgrades;
- 5) Facility acquisition, improvement, and expansion;
- 6) Speaker series;
- 7) Special events/Chancellor 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 or other funds.

## **III. A. Termination**

- 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, the College 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 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 and its 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.

**B. Ownership**

All records, reports, documents, and other material delivered or transmitted to the College by the Foundation shall remain the property of the Foundation, and shall be returned by the College to the Foundation at the Foundation's expense, at termination or expiration of this Agreement. All records, reports, documents, or other material related to this Agreement and/or obtained or prepared by the College in connection with the performance of the services contracted for herein shall be the property of the Foundation, and shall, upon request, be returned to the Foundation by the College, at the Foundation's expense, at termination or expiration of this Agreement.

**C. Nonassignability**

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

**D. 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.

**E. Discrimination Clause**

The Northshore College Enhancement 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 Discrimination 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 Northshore College Enhancement 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, disability, 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.

**F. 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.

**G. 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.

**H. 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.

**I. Legal Compliance**

The Foundation and the College 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.

**J. 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.

**K. 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:

College: Northshore Technical Community College  
Attn: William S. Wainwright, Chancellor  
65556 Centerpoint Blvd.  
Lacombe, LA 70445

Foundation: Northshore College Enhancement Foundation  
Attn: Chairman  
65556 Centerpoint Blvd.  
Lacombe, LA 70445

**L. 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 \_\_\_\_\_, 2017.

**Board of Supervisors  
Louisiana Community and Technical College System**

By: \_\_\_\_\_  
Monty E. Sullivan, President

**Northshore College Enhancement Foundation**

By: \_\_\_\_\_  
Robby Miller, Foundation President

**Northshore Technical Community College**

By: \_\_\_\_\_  
William S. Wainwright, Chancellor