

Memorandum of Understanding

Oregon Coast Community College
and

The Oregon Coast Community College Foundation

Oregon Coast Community College (OCCC) was founded in 1987 to equip students for success by providing educational pathways and supports in response to the diverse needs of the community. The College enriches the economic and civic vitality of Lincoln County and beyond through accessible and engaging programs.

The Oregon Coast Community College Foundation (OCCC Foundation) was established in 2000 as a 501(c)3 charitable organization to advance educational opportunities at OCCC by raising funds for College needs and increasing public awareness of the College and its many benefits. The Foundation fulfills its mission by securing private donations, applying for grants, holding special events and fundraisers, stewarding resources, and administering special programs, such as the OCCC Foundation Scholarship program.

The Foundation is dedicated to assisting the College by fostering a culture of philanthropy and providing financial and other support for long-term academic and other institutional priorities. The Foundation and the College recognize that close collaboration and cooperation is necessary and beneficial (1) to appropriately serve and assist the educational mission and priorities of the College, (2) to avoid competition for funds between the College and the Foundation or duplication of efforts within the two organizations, and (3) to ensure that funds received are deployed in the most beneficial manner to the College's mission to the benefit of its students and in a manner aligned with the College's program and needs, as well as consistent with donor intent and any relevant governing legal or contractual provisions.

This Memorandum of Understanding (MOU) is entered into by and between Oregon Coast Community College and the Oregon Coast Community College Foundation in order to support the missions of both institutions.

Separate Obligations

A. The Foundation agrees to:

1. Seek to obtain money, services, in-kind contributions, and real and personal property for the benefit of the College. For this purpose, the Foundation will design and implement programs and procedures in collaboration with the College to solicit, accept, and receive such money and property. Such contributions shall be used to support student scholarships, program development, technology and equipment upgrades, capital development and improvements, and other College priorities. The Foundation will work closely with the College to ensure the management and disposition of in-kind contributions and real and personal property aligns with College priorities.
2. Plan all fundraising activities, promotion and sponsorship of programs in support of the College in close cooperation with the President of the College. All College fundraising activities are coordinated and approved by the Foundation.

- 3 Continue to manage the affairs of the Foundation in accordance with:
 - a. The requirements for tax-exempt entities under Federal IRS Code including its section 501(c)3;
 - b. The requirements of the Oregon Department of Justice Charitable Activities Section; and,
 - c. The laws governing charitable solicitations and nonprofit corporations.
- 4 Accept, hold, administer, invest and disburse funds and properties of any kind or character in accordance with the terms of such gifts.
- 5 Transfer to the College in a timely manner, all gifts and donations it may receive wherein the College is designated as recipient, and properly account and be responsible for all donations which designate the Foundation as recipient in accordance with established policies.
- 6 Use assets and earnings of the Foundation for the benefit of the College, students and the community or for payment of necessary and reasonable administrative expenses of the Foundation at the discretion of the Foundation Board.
- 7 Have in place appropriate accounting and gift management systems to ensure that financial and donor transactions are maintained in accordance with generally accepted business and accounting practices.
- 8 Not consolidate or change the Foundation's Articles of Incorporation during the term of this Agreement without prior written notification to the College.
- 9 Ensure that correspondence, solicitations, activities and advertisements concerning the Foundation are clearly discernible as being from the Foundation.

B. The College Agrees to:

- 1 Share annually with the Foundation its strategic plan, institutional priorities, projects, and resource requirements so that the Foundation may represent the direction and needs of the College to donor prospects and align its programs and campaigns to be consistent with the strategic objectives of the College.
- 2 Provide office space, including utilities and technology support services, at no cost to the Foundation. In addition, during the annual college budget process the College will work with the Foundation to determine additional College support for materials and services reasonably required to support Foundation activities including items such as hardware, software, marketing, marketing tools, and other appropriate equipment/support.
- 3 Designate the Foundation Office as the entity for development of fundraising programs. All external solicitation of funds and grants will be coordinated by the Foundation Office.
- 4 Participate with the Foundation in the development of the Foundation's fundraising

- programs and campaigns as is necessary for their success.
5. Properly alert the Foundation to prospective gifts so that each opportunity for enhancing gift potential and donor relations can be fully utilized.
 6. Provide the Foundation with personnel for which the Foundation will reimburse the college for up to 50% of the total cost. This shall be re-evaluated bi-annually. All Foundation employees shall be considered employees of the College.

C. General Agreements:

1. The College acknowledges and accepts the separate and independent nature of the Foundation and the Foundation acknowledges and accepts the separate and independent nature of the College. Each agrees to cooperate with the other in the advancement, achievement and support of the educational, service and community programs of the College.
2. One member of the OCCC Board of Education will serve as a voting board member of the OCCC Foundation Board of Directors.
3. The OCCC President will serve as an Ex-officio, non-voting board member of the OCCC Foundation Board of Directors.
4. The OCCC Director of Advancement (DoA) serves as an Ex-officio, non-voting member of the board and the de facto executive director of the OCCC Foundation. The DoA is employed by the College and supervised by the OCCC President.
5. In order to preserve the independence of the Foundation, the Foundation Board shall not appoint a College employee as a voting member of the Foundation Board. College employees may be appointed to the Foundation Board in an Ex-officio, non-voting capacity, as currently provided in the Foundation Bylaws.
6. The Foundation Board shall serve as advisors to the college regarding fundraising and community activities.
7. The Foundation shall be solely responsible for the satisfaction of its own obligations, debts, liabilities and judgments. The Foundation shall not use funds belonging to the College and managed by the Foundation on its behalf for the satisfaction of any such obligation, debt, liability or judgment. The College shall be solely responsible for the satisfaction of its own obligations, debts, liabilities and judgments. The College shall not use funds belonging to the Foundation.
8. The Foundation shall annually submit to an independent audit conducted within a timeframe that reports to and supports the College audit process.
9. The Foundation shall indemnify the College, its governing board, officers, employees, agents, and students in their official and personal capacities, from and against any and all claims, damages, liabilities, injuries, expenses, demands, and judgments, including court costs and attorney fees, arising out of the Foundation's performance of this Agreement or arising out of service of any such person or persons at the Foundation's request or on its behalf.

10. The College shall indemnify the Foundation, its governing board, officers, employees and agents, in their official and personal capacities, from and against any and all claims, damages, liabilities, injuries, expenses, demands, and judgments, including court costs and attorney fees, arising out of the College's performance of this Agreement or arising out of service of any such person or persons at the College's request or on its behalf.
11. The laws of the State of Oregon will govern this Agreement. Before instituting any legal action herein under, a party, through its President, shall meet with the President of the other party and attempt in good faith to resolve the disagreement. If the respective Presidents are unable to resolve the disagreement, informal arbitration should be sought prior to legal action being initiated. Venue of any legal action herein shall be in Lincoln County Court.
12. The Executive Director of the foundation is the party responsible for the administration of this agreement.
13. This agreement will be reviewed annually prior to July 1. No alteration or modification of any term of this Agreement shall be valid unless made in writing, sixty (60) days prior and signed by both parties.
14. This agreement shall continue until terminated. It may be terminated by either party only at the end of the respective fiscal year upon written notice to the other party at least ninety (90) days in advance.

The Foundation

The College

President, Board of Directors

President, Oregon Coast Community College

Executive Assistant

From: Taylor, Lucinda
Sent: Monday, November 6, 2017 9:52 AM
To: Adam Springer (springer@yaquinalaw.com); Andrea Spirtos; Billy Jo Smith (bjsmith42@hotmail.com); Birgitte Ryslingle; Bozza, Maryann; Chris D. Boyle (theboylester@gmail.com); David Bigelow (vinoceo@gmail.com); Gloria Ingle (jessiemarie1944@yahoo.com); Julie Hanrahan; Lance Beck (lance.beck@aquarium.org); logden@samhealth.org; OCCC Foundation; Nancy Osterlund; Rep Gomberg; Sharon Beardsley (sbeardsley@charter.net)
Cc: Adam Springer (emily@yaquinalaw.com); Executive Assistant; Kyle @ Rep David Gomberg Office (Rep.DavidGomberg@state.or.us); Lesley Ogden (jkraft@samhealth.org)
Subject: OCCC & OCCC Foundation MOU
Attachments: OCCC & OCCC Foundation MOU - draft 11.6.17.docx

Greetings OCCC Foundation Directors.

I've revised the proposed MOU between the College and Foundation based on your suggestions (please see below and attached). If you have any further revisions, please let me know as soon as possible. We will submit the revised draft to the Board of Education at their November 15 meeting.

Page 1, paragraph 3, item (2) – This has been changed from, “to avoid competition for funds or duplication of efforts,” to, “to avoid competition for funds between the College and the Foundation or duplication of efforts within the two organizations.”

Page 2, section A, item 8 – deleted “merge.” This is now:

“Not consolidate or change the Foundation's Articles of Incorporation during the term of this Agreement without prior written notification to the College.”

Page 2, section B, item 2 – added “marketing tools” to the items provided by the College to support the Foundation. This is now:

“In addition, during the annual college budget process the College will work with the Foundation to determine additional College support for materials and services reasonably required to support Foundation activities including items such as hardware, software, marketing, marketing tools, and other appropriate equipment/support.”

Page 4, section C, item 11 – there was a question about how we would resolve any disagreements between the College and Foundation. Added, “If the respective Presidents are unable to resolve the disagreement, informal arbitration should be sought prior to legal action being initiated.” The paragraph is now:

“The laws of the State of Oregon will govern this Agreement. Before instituting any legal action herein under, a party, through its President, shall meet with the President of the other party and attempt in good faith to resolve the disagreement. If the respective Presidents are unable to resolve the disagreement, informal arbitration should be sought prior to legal action being initiated. Venue of any legal action herein shall be in Lincoln County Court.”

In gratitude,

Lucinda

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