

Memorandum of Understanding

**Clackamas Community College
and
Clackamas Community College Foundation**

The Clackamas Community College Foundation (FOUNDATION) is a non-profit corporation formed under the laws of the State of Oregon and recognized as a charitable organization under Section 501 (c) 3 of the United States Internal Revenue Code. The Foundation, in pursuance of its charitable activities, has as its purpose to make friends and provide funds to support the mission and students of Clackamas Community College.

The Clackamas Community College (COLLEGE) Board of Education and administration recognize the importance of voluntary private support to the College and desire to encourage contributions and grants.

Therefore, the COLLEGE and the FOUNDATION desire to enter into a written agreement to formalize their relationship and to set forth mutual expectations and responsibilities.

It is mutually agreed that:

1. FOUNDATION will:

- a. Promote the interest, welfare, and excellence of the COLLEGE;
- b. Ensure that its initiatives support the COLLEGE's priorities;
- c. Comply with COLLEGE policies, administrative regulations, and guidelines;
- d. Elect board members based on their good standing in the community, their ability to enhance the solicitation and management of funds, and their ability to serve as ambassadors for the COLLEGE;
- e. Engage in activities that comply with federal and state laws, and with the goals and mission of the COLLEGE;
- f. Ensure that an annual audit is conducted by an independent certified public accountant, and that the results of the audit are shared with the COLLEGE's Board of Education;
- g. Provide an annual report to the Board of Education and interim reports as appropriate;
- h. Coordinate fund raising efforts on behalf of the COLLEGE, assisting departments with their fund-raising needs and providing a conduit for the contributed monies;
- i. Solicit, receive, manage, invest, and steward restricted and unrestricted funds for the benefit of the COLLEGE and its students;

j. Ensure that contributions are used in accordance with donors' instructions, as long as the instructions are legally and practicably enforceable and not in conflict with policies or procedures of the COLLEGE;

k. Participate in the recruitment, selection, and regular evaluation of the FOUNDATION Executive Director;

l. Purchase and maintain a minimum of \$1,000,000 general liability insurance, naming the COLLEGE, its agents, employees, and elected officials, as ~~an~~ additional insured;

m. Purchase and maintain sufficient Directors and Officers liability insurance, and provide evidence of such insurance to the COLLEGE;

~~n. Agree to defend and indemnify the COLLEGE on claims that arise out of FOUNDATION operations;~~

~~n~~e. Keep FOUNDATION funds separate from COLLEGE funds;

~~o~~p. Make financial statements and accounting records available to the COLLEGE as requested;

~~p~~q. Create and use separate letterhead and logo in all of its correspondence and materials; and,

~~q~~r. Create and maintain separate but complementary website and social media sites.

2. The COLLEGE will:

a. Provide support that may include, but is not limited to, staff, office space, general office furniture, equipment, supplies, utilities, payroll, accounting and technical services, ~~as it does for any other department at the COLLEGE;~~

b. Assist FOUNDATION activities and initiatives as appropriate. Examples could include support through Student Financial Services for coordination of FOUNDATION scholarships, financial accounting through the Business Office, and/or alumni records through the Registrar's office;

c. Designate a member of the Board of Education to serve as a liaison to and voting member on the FOUNDATION Board; liaison will attend board meetings, report out at each meeting, and participate in Foundation events.

d. Participate with the Foundation Board in the recruitment/selection process and regular evaluation of the FOUNDATION Executive Director; and.

e. Provide access to the COLLEGE administration, and include~~incorporate~~ the FOUNDATION in conversations and decisions as appropriate;

~~f. Agree to defend and indemnify the FOUNDATION on claims that arise out of COLLEGE operations;~~

f. Designate the College President to serve as a non-voting, ex-officio member of the Foundation Board.

Commented [ES1]: Language added by Foundation Exec committee

3. General Provisions:

~~a.~~ The COLLEGE and FOUNDATION governing boards are independent decision-making bodies and it is understood that volunteers serving the FOUNDATION are not considered volunteers of the COLLEGE.

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~~a.b.~~ It is understood that donations received are independent of the COLLEGE's contractual, employment, and business relationships.

~~b.e.~~ All notices and other communications to the Parties under this agreement must be in writing.

~~c.d.~~ No modification of this agreement shall be valid unless made in writing and duly executed by the Parties.

~~d.e.~~ This agreement shall bind and inure to the benefit of the Parties and their successors and assigns.

~~e.f.~~ This agreement may be executed in counterparts, all of which taken together shall constitute a single agreement.

~~f.g.~~ This agreement shall not be construed to create a partnership between the Parties or to authorize any Party to act as agent for any other Party or Parties except as expressly provided in this agreement. Each Party is an independent contractor with regards to the other Party(s) and agrees that the nonperforming Party has no control over the work and manner in which it is performed. No Party is an agent or employee of the other.

~~g.h.~~ This agreement, including any attached exhibits, contains the entire and final understanding of the Parties and supersedes all prior agreements and understandings between the Parties related to the subject matter of this agreement.

~~h.i.~~ Nothing in this agreement shall be construed as an express or implied waiver of ORS Chapter 30, Oregon Tort Claims Act. The FOUNDATION is not an agent for Clackamas Community College, nor its employees, contractors, volunteers, or agents.

~~i.j.~~ The terms of this agreement shall extend through June 30, 2027. It shall be reviewed and may be renewed at that time, and on June 30 every three years thereafter.

~~j.k.~~ Both Parties adopt and agree to comply with all regulations as stated in this document.

k. Subject to the limits of the Oregon Tort Claims Act and the Oregon Constitution, the COLLEGE and FOUNDATION agree to hold harmless and indemnify the other, and their elected and appointed officials, agents, and employees, from and against all claims, demands, and causes of action of any kind or character, resulting from their own acts or omissions or those of their officials, agents and employees.

I. [The COLLEGE and FOUNDATION agree to comply with all applicable local, state, and federal ordinances, statutes, laws and regulations including those on non-discrimination in employment because of race, color, ancestry, national origin, religion, sex, age, or disability.](#)

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IN WITNESS THEREOF, the Parties have executed this agreement on the date and year indicated below.

Clackamas Community College

Clackamas Community College Foundation

By: _____
Jane Reid, Chair, Board of Education

By: _____
Alex Crooks, President, CCC Foundation

Date: _____

Date: _____

Approved, CCC Foundation Board of Directors: _____

Approved, CCC Board of Education: _____