

MEMORANDUM OF UNDERSTANDING

**Between the
WNC Foundation**

And

Western Nevada College

This Memorandum of Understanding (“MOU”) is made and entered into by and between the Western Nevada College Foundation, a Nevada non-profit corporation (“Foundation”) and the Board of Regents of the Nevada System of Higher Education (“NSHE”), on behalf of Western Nevada College (“WNC”). This MOU shall be effective upon the last date any authorized signatory affixes his/her signature below (the “Effective Date”).

RECITALS

A. WNC is a community college institution of higher education and a member institution of the NSHE established pursuant to the laws of the State of Nevada.

B. Foundation is a non-profit Nevada corporation formed pursuant to the laws of the State of Nevada, and is exempt from taxation under §501(c)(3) of the Internal Revenue Code of 1986, as amended. Foundation exists to stimulate voluntary private support from alumni, friends, corporate foundations, and others for the benefit of WNC in fulfilling WNC’s educational mission. Foundation raises and manages these private donated resources for WNC, acknowledges and stewards gifts in accordance with donor intent and its fiduciary responsibilities, and has developed special knowledge, experience, and expertise in that regard.

C. The NSHE Board of Regents and WNC have designated the WNC Foundation as the primary entity in soliciting and accepting all gifts, donations, etc. on behalf of WNC. No member of the WNC community is authorized to engage in solicitation or conduct fund raising activities on behalf of WNC or any of its parts without specific authorization from and collaboration with the WNC Foundation.

D. WNC has an interest in working with the Foundation to nurture and maintain favorable relationships with WNC's alumni and friends throughout the community in order to maximize the opportunity for support from all potential donors who wish to offer financial and other support for WNC.

E. Foundation is an affiliated organization of WNC pursuant to the provisions of NSHE Board of Regents Handbook ("BOR Handbook"), Title 4, Chapter 10, Section 10 "NSHE and Member Institution Foundations' and Affiliated Groups Administrative and Accounting Policies") and is therefore subject to all provisions in the BOR Handbook that pertain thereto. The members of the Board of Regents of NSHE are corporate members of the Foundation. The current copy of the BOR Handbook, Title 4, Chapter 10, Section 10, is attached hereto and incorporated herein by this reference as Exhibit "A".

F. Foundation is a "university foundation" as defined in Nev. Rev. Statute 395.405 and is therefore subject to its provisions.

G. Foundation requires various staff, services, and facilities from WNC. WNC is willing and able to provide staff, services, and facilities to Foundation to further the successful completion of the Foundation's mission to benefit WNC, as described above.

H. WNC and Foundation deem it desirable, by this MOU, to recognize and confirm long-standing policies, procedures, and working relationships between WNC and Foundation and to clarify the respective rights and responsibilities of WNC and Foundation and identify emerging areas of collaboration.

AGREEMENT

In consideration of the foregoing and of the mutual covenants and undertakings set forth herein, WNC and Foundation agree as follows:

ARTICLE I CORPORATE GOVERNANCE

Foundation agrees to maintain its good corporate standing with the Nevada Secretary of State.

Foundation agrees to conduct its responsibilities so as to maintain its tax exempt status under Section 501(c)(3) of the Internal Revenue Code.

Foundation agrees to maintain an active Board of Trustees and a slate of Board officers as required by its Articles of Incorporation and Bylaws. Appointments to the Board of Trustees must be ratified by the Board of Regents. Foundation shall: (a) recruit a diverse group of executives and leaders from the Northern Nevada community to serve as active Board of Trustees members, (b) prepare an annual report to the Board of Regents of progress and accomplishments, and (c) assure that there is consistent leadership through strong succession planning.

ARTICLE II WNC'S RELATIONSHIP TO THE FOUNDATION

WNC is responsible for communicating its priorities and long-term plans, areas of need for supplemental financial support, and other information to promote the Foundation's successful completion of its fundraising mission. WNC shall include the Foundation Executive Director and other Foundation staff as appropriate in President's Cabinet and WNC College Council meetings to provide a complete exchange of information on WNC and Foundation activities, plans and goals.

WNC, its officers and staff are charged with the various responsibilities regarding the Foundation enumerated in the BOR Handbook, Title 4, Chapter 10, Section 10.

Subject to the availability of funding and the budget process, WNC agrees to provide Foundation with resources suitable in WNC's judgment for the accomplishment of Foundation's activities for WNC's benefit, which may include: (a) staff support; (b) services and supplies; (c) office space on a campus of WNC, or any other comparable dedicated space, in WNC's sole and absolute discretion; and (d) such financial support as agreed upon between the parties from time to time. Nothing in this MOU shall be construed to give Foundation any legal entitlement to any WNC funding, personnel, or other resources in any particular fiscal year. All physical property provided by WNC

under this MOU which is its property shall remain such and shall not be deemed sold, conveyed or transferred to Foundation unless done pursuant to separate agreements. For purposes of this paragraph, resources provided by WNC do not include funds generated by Foundation that are deposited in WNC accounts.

WNC in collaboration with Foundation Board of Trustees shall appoint an Executive Director, or similar position, who shall have operational responsibility for carrying out Foundation's obligations under this MOU, be responsible for the direction of all Foundation staff, and responsible for the day-to-day supervision and performance of Foundation activities. The duties and activities of the Director will be consistent with the goals of WNC and the provisions of this MOU. WNC shall consult with the Foundation's Board of Trustees in any search or hiring decision for selection of a Director or any similar position. The compensation of the Director shall be fixed by WNC, shall be funded by WNC or Foundation, or both, as the parties shall agree from time to time, be an employee of WNC and serve under the direction of WNC's President or his/her designee and Foundation's Board of Trustees and Board Officers.

Foundation may employ as staff other persons who shall serve under the direction of the Director in carrying out the work of the Foundation. The compensation of these persons shall be funded by WNC or Foundation, or both, as the parties may agree from time to time.

ARTICLE III NAMES AND MARKS

Foundation shall operate under its own name and WNC hereby recognizes Foundation's exclusive right to use its corporate name. Foundation is hereby granted a non-exclusive right to use its corporate name. Foundation is hereby granted a non-exclusive right, royalty-free license to use the name "Western Nevada College" in its corporate name and in all activities conducted for the benefit of WNC.

College shall retain all identifying marks, trademarks, service marks, trade names, logotypes or other proprietary marks used by Foundation that incorporate the name "Western Nevada College" or "WNC," or that incorporate the trade dress of WNC

(collectively, the “Marks”). Foundation is hereby granted a non-exclusive, royalty-free, license to use the Marks in the promotion of Foundation’s business and activities, or in fulfilling its obligations under this MOU, so long as such use is in compliance with WNC’s graphics standards. Foundation may not delegate the authority to use the Marks to any person or entity without WNC’s prior written approval.

ARTICLE IV FOUNDATION GENERAL RESPONSIBILITIES

Foundation shall comply with all relevant provisions of the BOR Handbook that pertain to affiliated organizations, including BOR Handbook, Title 4, Chapter 10, Section 10. The parties acknowledge and agree that such provisions may be amended from time to time and that such amended provisions shall be incorporated into this MOU.

Foundation shall comply with the provisions of Nev. Rev. Stat. 396.405.

Foundation must ensure all activities, expenditures, and asset management comply with the Internal Revenue Service 501(c)(3) code and be consistent with the Foundation’s mission, and ensure compliance with Internal Revenue regulations regarding charitable gift and receipting transactions.

Foundation is responsible for the control and management of all assets of the Foundation, including the prudent management of all gifts consistent with donor intent, issuance of gift receipts and acknowledgements.

Foundation shall create an environment conducive to increasing levels of private support for the mission and priorities of WNC by planning and executing comprehensive fund-raising and donor-acquisition programs including annual giving, major gifts, planned gifts, special projects, and campaigns as appropriate. Such efforts will include, but are not limited to, (a) research to identify potential donors; (b) identification of corporate and foundation funding sources; (c) creation and management of communication with donors; (d) production of on-and-off campus events to invite prospective donors; and development of engagement strategies for major donors and major gift prospects.

ARTICLE V
LIABILITY INSURANCE

WNC participates in the self-insurance program of the State of Nevada. Such coverage extends to activities of the Foundation and covers trustees, staff, volunteers, and guests to the maximum extent allowed by law. Volunteers must adhere to WNC's volunteer policy and other applicable WNC policies.

WNC and Foundation will determine together the insurance coverages, if any, the Foundation should maintain for the protection of the Foundation's assets and the Foundation's Trustees considering all appropriate Nevada laws and circumstances. If it is determined that any commercial insurance policy should be obtained, the policy shall name as additional insured under such insurance the Board of Regents of the Nevada System of Higher Education.

ARTICLE VI
TERM

This MOU shall endure so long as both parties agree. A joint review shall be conducted not later than every five (5) years. Either party shall be entitled to terminate this Agreement upon one hundred eighty (180) days' written notice to the other party. In the event WNC withdraws its support, the Foundation's future obligations under the MOU shall end concurrently.

ARTICLE VII
DISPUTE RESOLUTION

All disagreements between the parties relating to their respective rights and obligations under this MOU shall be submitted to the President of WNC and the Chair of the Foundation's Board of Trustees, who shall decide the matter after consultation with the Director.

ARTICLE VIII
OFFICIAL REPRESENTATIVES

All official notices or communications to the parties pursuant to this MOU shall be submitted to:

WNC: President
 Western Nevada College
 2201 West College Parkway
 Carson City, NV 89701

Foundation: Chair, Board of Trustees
 WNC Foundation
 2201 West College Parkway
 Carson City, NV 89701

Or to such other person as either party may designate from time to time.

**ARTICLE IX
OTHER PROVISIONS**

A. Articles of Incorporation and By-Laws. As long as this MOU is in effect, before materially amending its Articles of Incorporation or By-Laws (current copies of which are attached as Exhibits "B" and "C," respectively), Foundation shall submit the proposed amendments to the President of WNC or his/her delegate for review and comment, and shall give written notice of the subsequent adoption of any such amendment.

B. Nondiscrimination. The parties certify they do not discriminate against any employee, applicant for employment, applicant for scholarships or other distributions, graduate, student or other person to whom they provide services because of race, color, creed, religion, sex, gender identity, national origin, age, disability, veteran's status, sexual orientation or other factors which cannot be a lawful basis for providing an opportunity or training, and that they comply with all applicable federal, state and local laws and executive orders regarding employment, rendering educational services and in fulfilling their respective missions and purposes.

C. State Obligation. The parties recognize that the performance by WNC may be dependent upon the appropriation of funds by the Nevada State Legislature. Should the Legislature fail to appropriate the necessary funds or if WNC's appropriation is reduced during the fiscal year, WNC may reduce the scope of this MOU if appropriate or cancel the MOU without further duty or obligation. WNC agrees to notify Foundation as soon as reasonably possible after the unavailability of said funds comes to its attention.

D. Governing Law. This MOU is made under and shall be interpreted according to Nevada law and the NSHE Board of Regents' Handbook.

E. Severability. If any provision of, or any covenant, obligation or agreement contained in, this agreement is determined by a court to be invalid or unenforceable, that determination shall not affect any other provision, covenant, obligation or agreement, each of which shall be construed and enforced as if the invalid or unenforceable portion were not contained in this contract. The invalidity or unenforceability of any provision, covenant, obligation, or agreement shall not affect any valid or enforceable application thereof, and each such provision, covenant, obligation or agreement shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

F. Audit and Inspection. In addition to an annual independent audit, WNC shall have the right to audit all records, financial and otherwise, of Foundation to assure that all requirements imposed on the Foundation are being met and the assets of the Foundation are being appropriately managed and expended. Foundation agrees to retain all of its books, accounts, records, etc. as required by NSHE policy, the Internal Revenue Code, and any other applicable policy, regulation or law, and make such records available for inspection at all reasonable times.

G. Amendments. This MOU may not be modified, amended, altered, or changed except with the prior written consent of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this MOU as of the Effective Date.

Board of regents of the Nevada System of Higher Education, on behalf of Western Nevada College

Approved:




Mark Ghan, Acting President

11/13/17

Date

Acknowledged:



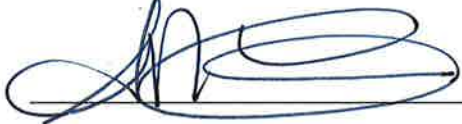
THOM REILLY Crystal Abba
Chancellor for Thom Reilly

1-3-18

Date

Western Nevada College Foundation

Approved:



Chairman, Board of Trustees

11/17/18

Date

Nevada System of Higher Education

System Administration
4300 South Maryland Parkway
Las Vegas, NV 89119-7530
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Fax: 702-889-8492



System Administration
2601 Enterprise Road
Reno, NV 89512-1666
Phone: 775-784-4901
Fax: 775-784-1127

MEMORANDUM

TO: NSHE Board of Regents
Chancellor's Cabinet
NSHE Presidents

FROM: *TR* Thom Reilly, Chancellor

DATE: August 17, 2017

SUBJECT: Delegated Signature Authority – Crystal Abba

With this memorandum, I delegate Vice Chancellor Crystal Abba as the administrator in charge with signature authority during any time that I am absent from the office. I also delegate overall signature authority for reviewed legal documents to Vice Chancellor Abba.

If you have any questions, please feel free to contact me.

Thank you.

cc: Eileen Biosi
Michelle Blodgett
Keli Bucci
Cynthia Hunt
Toni Odom-McNeil
Valerie Pedroza
Dani Williams