

Master Agreement by and Between the Riverside Community College District and the
Riverside Community College District Foundation

This Agreement is made and entered into this ____ day of _____, 20____, by and between the Riverside Community College District, a California community college district duly organized and existing pursuant to the laws of the State of California; specifically, the California Education Code, hereinafter referred to as the "District," and the Riverside Community College District Foundation, a non-profit organization duly organized and existing pursuant to the laws of the State of California and the Internal Revenue Code; specifically section 501(c)(3), hereinafter referred to as the "Foundation," an auxiliary organization established and operated as an integral part of the District.

Article 1: Purpose and Finding

1.1: The Foundation has been created to provide administration of the functions and activities described herein for the benefit of the District. The purpose of this Agreement is to establish the relationship between the District and the Foundation for the Foundation's solicitation and administration of programs involving gifts, bequests, devises and trusts on behalf of the District pursuant to California Code of Regulations, title 5, section 59259, subdivision (j).

Article 2: Foundation Areas of Service

2.1: The Foundation, through amendments to this Agreement and with the agreement of the District, may administer functions or activities defined in California Code of Regulations, title 5, section 59259, and the Foundation's Articles of Incorporation. Other services may be provided if first approved by the Board of Governors, California Community Colleges, as well as the District Board of Trustees. The Foundation will engage only in those activities that are in support of and consistent with state and federal Laws and with the policies, rules, regulations and program goals of the District, and the Foundation's Articles of Incorporation.

Such services will include, but are not limited to, soliciting funds for District and college priorities, holding and investing endowment funds according to the Foundation's investment policy, community outreach for the purpose of soliciting donations, and support for various external fundraising activities at both the college and District level.

Article 3: Riverside Community College District Areas of Service

3.1: Use of facilities. The Foundation may occupy, operate and use District facilities and property assigned by the District (currently the RCCD Alumni House at 3564 Ramona Drive, Riverside as specified in the lease agreement, which may be subsequently amended and/or renewed), either separately or jointly with the District, in accordance with District regulations for auxiliaries of the District. The Foundation shall occupy, operate and use the facilities and property only for those services and functions that are consistent with the policies, rules and regulations, which have been or may be adopted by the governing board of the District.

3.2: Operations support. Subject to the Bylaws and policies of the Foundation, operations of the Foundation under this Agreement shall be integrated with the District operations, and shall be under the general supervision of the District officials. Such supervision shall be provided without cost to the Foundation. Operational support provided by the District to the Foundation includes, but is not limited to, budgetary support in the form of staff salaries and benefits for District employees working in the Foundation; accounting support and oversight, including financial record keeping, disbursements, cash management, financial reporting, fiscal policies & processes, facilitation of the annual audit, and other

auxiliary business services; and property maintenance and/or repairs. The right to use any of the District's facilities or equipment included in this Agreement or amendments shall cease upon written notice to the Foundation and the board of trustees by the District CEO.

The Foundation may use internal services that are available to District staff, such as legal, marketing, graphic design, IT, web design, food services, facilities, and production/printing services.

Article 4: Covenant Re Existence

4.1: During the term of this Agreement, the Foundation agrees to maintain its existence and to operate in accordance with California Education Code sections 72670-72680, and with the California Code of Regulations, title 5, sections 59250-59270, as well as the District's implementing regulations.

Article 5: Right Of Entry

5.1: It is understood and agreed that at all times District officers, employees and agents shall have the right to enter described facilities or any part thereof for the purpose of examination or supervision and to inspect books and records.

Article 6: Allocation of Revenue

6.1: Revenue generated by the Foundation shall be used in accordance with the purposes of the Foundation and generally in the following order: 1) operating expenses of the Foundation, 2) reserves of the Foundation as established by its Directors, and 3) charitable and educational student, college and district programs. In all cases, revenues shall be expended or reserved in accordance with, and aligned to the priorities established within Foundation, college and District policies and strategic plans.

Article 7: Good Standing

7.1: The Foundation must remain in good standing with the District. "Good standing" requires the Foundation to act in accord with this Master Agreement, and to act legally at all times. Should a violation of good standing occur, notice will be provided by the District and immediate efforts will be made to address and eliminate any deficiencies or violations. Any required corrections will be made via a mutually agreed upon plan of correction, which must be established between the District and Foundation Board of Directors within 60 days of notice. If the parties do not come to mutual agreement on a plan of correction, the determination of further action by the District must occur through the RCCD Board of Trustees, in public session at a regularly scheduled meeting of the Trustees.

Article 8: Third Party Agreements by the Foundation

8.1: The Foundation shall not enter into any contract that would obligate the District, its facilities, equipment, or personnel without the written prior approval of the District.

Article 9: Insurance and Indemnification

9.1: The District shall provide for the Foundation all risk liability coverage under the terms and conditions of the District's all-risk blanket policy. The Foundation shall secure directors and officers errors and omissions coverage to include the Foundation board members, officers, and managers.

Article 10: Termination of Agreement

10.1: This Agreement may be terminated by either party giving one hundred eighty (180) days' written notice, subject to the provision of this Agreement entitled Distribution of Assets Upon Cessation.

Article 11: Distribution of Assets Upon Cessation

11.1: The Foundation shall have necessary use of facilities and assets for the Foundation to operate until termination. Upon cessation of the operations of the Foundation any remaining assets shall be distributed in accordance with the Foundation's Articles of Incorporation.

Notices

All notices herein required to be given, or which may be given by either party to the other, shall be deemed to have been fully given when made in writing and received.

Notice to the Auxiliary shall be addressed as follows:

Board President
Riverside Community College District Foundation
4800 Magnolia Ave
Riverside, CA 92506

Notice of the District shall be addressed as follows:

Chancellor
Riverside Community College District
3801 Market Street
Riverside, CA 92501

Supersedure and Authorization

This Agreement supersedes all prior contracts between the parties with respect to its subject matter. It may be amended only by a fully executed written agreement of the parties. The individuals whose signatures appear below certify that this Agreement has been approved by their respective governing boards and has received all approvals required under California Law.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the date first above written.

Riverside Community College District

By: _____

Date: _____

Title: _____

Riverside Community College District Foundation

By: _____

Date: _____

Title: _____