

Approved by Board
of Trustees
11-5-92

August 12, 1992

Agreement between the Cerro Coso Community College
Foundation (Foundation) and Kern Community College
District (District)

*This Agreement complies with the Implementing Regulations
for Auxillary Organizations*

Purpose

The purpose for which this Foundation was formed is to promote the general welfare of Cerro Coso College in the following manner:

1. By assisting and supporting Cerro Coso in the attainment of educational, cultural, and scientific goals.
2. By assisting and supporting Cerro Coso College in fulfilling its role in serving the community of which it is a part.
3. By soliciting, raising, and distributing monies, properties and other assets for the construction of buildings, for the purchase of equipment and for other capital outlay needs.
4. By soliciting, raising, and distributing monies, properties and other assets for the awarding of scholarships, loans, and grants to students on the basis of need and/or merit and in accordance with rules and procedures adopted by the Board of Directors of the corporation.

Function

More specifically, Foundation functions include:

1. Loans, scholarships, grants-in-aid, & student awards
2. Workshops, conferences, institutes, and federal projects
3. Gifts, bequests, devises, endowments, and trusts
4. Public relations
5. Facilities and equipment

Supplementary Minutes File
Report No. B-114-92

Presented to the Board of Trustees
Minutes of november 5, 1992

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Foundation Advantages

In the solicitation, raising, and distribution of monies, properties and other assets, Foundation will be able, through its Board of Directors, to make community contacts that District would not make.

In the investment of funds, Foundation has fewer limitations than District.

Delineation of Authority and Responsibility

1. Foundation has powers expressly authorized by the Implementing Regulations for Auxiliary Organizations; by its Articles of Incorporation and By-Laws; and by the California General Non-Profit Statute.
2. Foundation will have an ex-officio Trustee appointed to its Board of Directors and will come under the periodic review of the Board of Trustees.
3. Foundation is authorized to invest its funds according to policies adopted by its Board of Directors.

Personnel

1. Employees of District may be assigned to duties related to Foundation. These assignments will be made by the President of Cerro Coso College, approved by the Chancellor or District, and periodically reported to the District Board of Trustees.
2. Full time employees of Foundation will be provided salaries, work conditions, and benefits comparable to those provided District employees performing similar services.
3. Foundation executive employees will not become permanent employees.
 - (a) Foundation executive employees will be provided health benefits comparable to District's employees, and other benefits as approved by its Board of Directors.

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- (b) Foundation executive employees will have social security benefits, and may be provided retirement benefits. Within three years of the recognition of Foundation as an Auxiliary Organization, Foundation will provide a retirement benefits program to executive employees.

Facilities and Services

1. District will provide Foundation with suitable space and equipment to establish and maintain a headquarters of the Cerro Coso College campus.
2. District will also provide access to Foundation for services that relate to purchasing, accounting, data processing, duplication, and administration. Costs of these services which relate to supplies will be paid for by Foundation.
3. Cerro Coso College facilities may be used by Foundation in performing its functions according to District policy.

Rent

District will not charge rent to the Foundation for use of facilities.

Reimbursement of District

1. District will be reimbursed for the cost of services performed for Foundation when these services involve costs that are beyond the work-day or work-week of District employees.
2. District will be reimbursed for the cost of supplies related to functions performed by Foundation.

Federally Sponsored Programs

If the Foundation administers a federally-sponsored program, it shall reimburse the District for indirect costs associated with the performance of services by the District for the Foundation relating to the federally-sponsored project.

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Operating Expenses

The District shall provide maintenance and custodial services in the same manner as it provides for its own offices. The Foundation agrees that it will keep and maintain the described facilities in a clean and orderly condition.

Public Relations

1. Foundation will budget for and expend funds to promote the various activities and programs of Foundation.
2. Annually, Foundation, through the Cerro Coso College President, will file with the Chancellor of the District a comprehensive report of the accumulation and use of public relations funds.

Earnings from Facilities

Foundation anticipates no earnings from owned or leased facilities.

Dissolution of Foundation

In the event of the dissolution of Foundation, all assets and liabilities will accrue to Cerro Coso College through District.

Covenant

Foundation will maintain its organization and operate in accordance with Sections 72670-72682 of the Education Code, and with the regulations of Title 5 Sections 59250-59265. In addition, Foundation will be governed by the Kern Community College District Board Policy Manual. Foundation's Articles of Incorporation, and its By-Laws must be consistent with the Education Code, Title 5, and Board Policies. These Articles and By-Laws must be on file with District.

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Approved by the
Board of Trustees

(President)

(date)

Approved by the
Foundation Board of Directors

Margaret A. Anderson

(President)

October 23, 1992

(date)