

## Memorandum of Understanding

### Between

### The King's University Foundation and The King's University

This Memorandum of Understanding (MoU) is an informal, non-binding agreement that is not enforceable by law. This MoU intends to make explicit and guide the collaboration and cooperation between The King's University Foundation (Foundation) and The King's University (University). The articles herein are to be continually revisited for inclusions and refinement by either party, at any time and as agreed.

Whereas the Foundation was organized and incorporated in 1985 for the purpose of "carrying on all activities dedicated to the advancement of education, research and all other purposes of a charitable nature beneficial to The King's University (University) and to the community as a whole." This includes: soliciting, receiving, recording, maintaining and disposing of property, donations, bequests, devises or gifts of any nature whatsoever; and

Whereas according to its Articles of Association, the Foundation is to perform any and all lawful business in furtherance of its objects; and

Whereas the Foundation as an independent public foundation has served as an important public expression of support for the University over the past 33 years; and

Whereas the University exists to provide university education that inspires and equips learners to bring renewal and reconciliation to every walk of life as followers of Jesus Christ, the Servant-King; and

Whereas the University affirms the role of the Foundation over many years as a catalyst for others to support the University and recognizes the offers of service by the Foundation, believing them to be in the best interests of the University; and

Whereas the University and the Foundation have the authority to enter into such contracts as the Board of Governors and Board of Directors respectively deem essential to their purposes;

In consideration of the premises, mutual covenants, and agreements contained herein, the Foundation and the University agree as follows:

## **Intent of the Agreement:**

Understanding role and function as well as limitations of the working relationship between the Foundation and the University.

## **Areas of Agreement:**

### **1. University Representation on the Foundation's Board of Directors (*as per Foundation Bylaws*)**

- a) Any individual holding the office of President of the University, shall without election or other formal appointment, be deemed *ipso facto* on her or his appointment as President of the University, to be a Director of the Foundation for so long but, unless otherwise formally elected, only so long, as that person holds such office.
- b) The Board of Governors of the University may appoint any one (1) individual from among their number to be a Director of the Foundation and upon such appointment such individual shall, without election, be deemed to be a director of the Foundation until such time as her/his appointment is terminated by the said Board of Governors.
- c) Members shall elect to and, subject to casual vacancies, maintain on the Board at least one (1) member from the faculty of the University as a non-voting resource person.
- d) Members shall maintain the University's Vice President of Administration & Finance on the Board as ex-officio.
- e) Members shall elect to and, subject to casual vacancies, shall maintain on the Board at least one (1) member from the student body of the University as a non-voting resource person.
- f) All directors shall serve for a term of three (3) years and shall serve only two (2) terms consecutively, with the exception of the individual holding the office of President of the University, who shall hold office as director as long as that individual is President, and the members from the student body and faculty, who shall hold office for a term of one (1) year, subject to prior removal as hereinafter provided.

### **2. Foundation Representation on the University's Board of Governors**

A member of the Foundation appointed by its Board of Directors shall serve as a non-voting resource person on the Board of Governors of the University. This designate would be among the members of the Foundation's Board of Directors.

### **3. University Representation on the Foundation's Investment Committee**

The University's Vice President Administration and Finance shall serve as an *ex officio*, voting member of the Foundation's Investment Committee.

### **4. Use of the University's Seal and Other Identifying Marks**

The Foundation is granted the use of the name The King's University Foundation but the Foundation shall operate under its own seal and logotype and shall not use the university seal or other identifying marks in the promotion of its business and activities, unless granted permission by the University's *University Relations Department*.

### **5. Dissolution of the Foundation**

In the event that the Foundation sees fit to cease operation, all of its assets shall accrue to the University for its exclusive purposes as described in Article IV of the Foundation's Memorandum of Association. If such an event were to occur, and to the extent any such assets are encumbered by, or otherwise are subject to agreements with donors to the Foundation, the terms of such agreements shall be honored by the University as if the University had itself entered into these agreements with the donors.

### **6. Foundation Fundraising and Funding to the University**

a) Periodically, and after consultation with the University's administration, the Foundation will identify and designate the purpose for which it wishes to raise and allocate funds.

b) Given that both the University's Development Office and the Foundation raise funds from friends and affiliates of the University, the two parties will consult so as to coordinate strategies and operational initiatives to maximize return and assure donors of united efforts, as well as, to prevent duplication of designated projects and donor fatigue from over solicitation.

c) The Foundation may publicize its designated funding purpose to its members and the public at large. It will conduct its public relations and publications program in coordination with the Directors of the following University departments: University Relations and Development.

d) The Foundation and the Development department will maintain a well-coordinated donor relations program in an effort to minimize overlap and identify gaps to prevent over- and under-solicitation of current and prospective donors.

e) All interactions and communications with organizations and individuals will be recorded in the cloud-based fundraising database program, Raiser's Edge via "Actions". Staff of the Foundation and the University involved in fundraising and engaging with donors of both the University and the Foundation commit to recording such engagements under "Actions" in

Raiser's Edge within 4-8 business days of the interaction. The Executive Director and Administrative Assistant of the Foundation will have access to Raiser's Edge to record engagement with donors, track donations to both the University and the Foundation, and coordinate outreach efforts to limit or avoid overlap with the same donors altogether. Finally, the Foundation's Executive Director will be recorded as solicitor on Raiser's Edge to the donors of the Foundation.

f) The Foundation will disburse funds to the University as per the Foundation's designated purpose on an annual basis. Should the need arise for additional disbursements in the same year, above and beyond the annual transfer, a special request from the University to the Foundation's Executive Director will be arranged and deliberated by the Foundation's Board of Directors.

g) The Foundation reserves the right to use a portion of the funds raised as a reserve fund and to pay for its administrative and fundraising expenses, as well as fee for services for provisions made to the Foundation by the University or external service providers.

h) The Foundation and the University's Development department will share information on individual donors, organizations, and solicitation activity on a monthly basis at minimum.

i) The Foundation's Executive Director and the Development Director of the University shall meet at least once per month to ensure full cooperation in their respective promotional and fundraising initiatives.

### **Collaboration and Alignment between the University and the Foundation**

#### **7. Relationship Focus and Purpose**

The Foundation's role as a catalyst for others to support the University will depend on building relationships that foster an enhance appreciation for the University's role in Christian higher education and operationalize strategic plans for growth and alliance. Through relationships, the Foundation will act as a *multiplier* agent, in addition to being a *supportive* agent.

**Statement of Purpose for the Foundation:** To be a community of friends of The King's University that benefits the future of the university and its learners through active engagement and loyal financial support.

#### **Key relationships to be cultivated by the Foundation and the University:**

a) **Members:** The Foundation's members are engaged in the work of the Foundation through frequent interaction and communication. The University sees these members as special friends of the University. It welcomes growth in membership in the Foundation as an indication of

increased loyalty to the University. It also values the role of members in supporting the University financially and in multiplying the support of the University in the community through their promotion among friends and acquaintances. Members of the Foundation, through participation-in or cooperation-with the Recruitment Committee and with regular collaboration with the University's Development department, will identify and solicit friends and colleagues to join the Foundation in support of the University.

b) Alumni of the University: Those who have attended the University as students over the past years have an existing affinity that may be enhanced through the Foundation. Making connections through mentorship or job prospects, event participation, or other interactions may lead to positive, supportive relationships. Strategic alumni-Foundation connections will be identified and cultivated through regular collaboration between the Foundation and the Development and Alumni Relations departments.

c) Corporations & Foundations: Foundation members will leverage their relationships with profit and not-for-profit organizations to broaden support for the University through their contributions to the Foundation as sponsors, grantors or corporate members. Members of the Foundation, through participation in the Grant and Corporate Donations Committee, will identify and solicit charitable and private foundations for support.

d) Society at large: The Foundation's members will actively identify and recruit new members from outside traditional/existing networks of The King's University. The Foundation will be strengthened through diversity and the personal relationships that Foundation members have with new prospects. This will be important for cultivating affinity amongst constituents who do not have a previous connection to the University or the Foundation.

e) Parents of students/alumni: Parents of students and alumni are key prospects for support for the Foundation/University. Given that many parents feel they are currently supporting or have previously supported the University by paying tuition, the Foundation may be a strategic avenue to solicit support for the University. Strategic parent-Foundation connections will be identified and cultivated through regular collaboration between the Foundation and the Development and Alumni Relations departments.

Strategic Alliance and Growth

## **8. Conflict Resolution and Prioritization Process**

In the case of any unresolved disputes, despite all efforts between the Foundation and the University to the contrary, or when the need arises to further strategic alliances between the Foundation and the University with a donor or sponsor by prioritizing growth-oriented

initiatives, the dispute shall be resolved by the President of the University and a Director of the Foundation as appointed by the Chair of the Foundation.

#### **9. Endowment and Investment Funds**

Both the University and the Foundation will maintain independent investment and endowment accounts. Both the University and the Foundation may encourage their donors to provide planned gifts to their respective endowment funds. Solicitation for such planned gifts will take place with adequate consultation and coordination between the two parties with the acknowledgement that there are many donors who contribute to both the University and the Foundation.

#### **10. Use of University Personnel and Facilities**

To facilitate the Foundation's daily operations, the University is willing to offer use of its trained personnel and available facilities under the following terms of support:

##### **In-kind Support (no-fee):**

- a) Provide offices, utilities and meeting space and related equipment adequate for the performance of the services and governance of the Foundation, where so requested;
- b) Provide access to the University's donor database software: The Raiser's Edge;
- c) Provide payroll services, including the allocation of related benefits;
- d) Provide full accounting services for the Foundation including the preparation of annual charity information returns. However, the University shall have no liability or responsibility for the accuracy of financial information supplied by the Foundation;
- e) Provide technology support services as well as online access to University files as are relevant to the business and purpose of the Foundation;

##### **Fee-for-Service Support**

- g) Provide at mutually agreed upon rates to reflect cost recovery, administrative support services such as preparation of meeting agendas/minutes, membership records, and the services of gift processing, preparation of acknowledgment letters and tax receipts, and constituent record management.
- h) Provide at nominal rates (where applicable) access for the Foundation to the University's auxiliary services, including printing, mailing, audiovisual, copying, events scheduling, and related facilities.

#### **11. Access to the Foundation's Records by University Personnel**

The University's President shall have open access to the records of the Foundation in SharePoint, The Raiser's Edge and the accounting database. Access to records beyond the aforementioned can be provided within two weeks' notice. The President may designate one additional person (i.e. the Vice President Administration and Finance) to have similar access.

#### **12. Audit of Financial Statements**

The Foundation will provide the University with a copy of its annual financial statements audited by an independent accounting firm selected by the Foundation Board of Directors.

#### **13. Reporting between parties**

The Foundation and the University will share their annual reports on fundraising initiatives, including investment and donor acknowledgement, as well as special recognition activities. The Foundation and the University will report on donor-specific actions, such as meetings, gift-planning and visits.

#### **14. Coordination with the University's Financial Services Department**

In addition to the relationship described in Item 1 of this agreement, the Foundation shall provide the University's Financial Services department with any and all financial reports otherwise provided to the Foundation's Board of Directors and the Board's Investment Committee. The Foundation's Executive Director will meet at least quarterly with the University's Director of Financial Services to discuss matters related to interactive financial arrangements and the ongoing efficiencies of procedures in place for the timely transfers of gift revenue to the University.

#### **15. Amendments and Termination of Agreement**

This agreement may be amended at any time by mutual consent of the Foundation and the University. This agreement is subject to formal review by the parties every year on the last date of review or change, with the expectation that it be revisited annually.

This agreement may be terminated by either the Foundation or the University upon written notice, at least 90 days in advance of the termination date stated in the notice. In witness whereof, this agreement is will be executed on behalf of The King's University Foundation and The King's University upon the date of the last signatory below.

## 15. Approval of Changes

New adoptions, modifications, and deletions will be approved by the signatories of this document.

THE KING'S UNIVERSITY FOUNDATION:

THE KING'S UNIVERSITY:

\_\_\_\_\_  
Executive Director

\_\_\_\_\_  
Director of Development

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Board Chair

\_\_\_\_\_  
President

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Shannon Twining

STJ

March 23, 2018

MELANIE HUMPHREYS

M. Humphreys

April 4, 2018

## 15. Approval of Changes

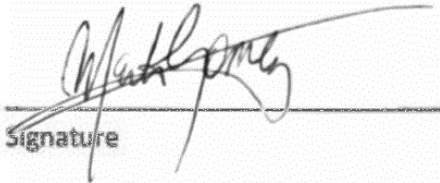
New adoptions, modifications, and deletions will be approved by the signatories of this document.

THE KING'S UNIVERSITY FOUNDATION:

THE KING'S UNIVERSITY:

Marta L. Gomez

Executive Director



Signature

April 10<sup>th</sup>, 2018

Date

Shannon Twining

Director of Development




Signature

March 23, 2018

Date

Coby Benoit

Board Chair



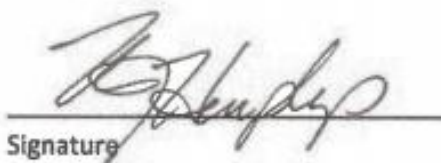
Signature

April 10, 2018

Date

KYELANIE HUMPHREYS

President



Signature

April 4, 2018

Date