Board of Trustees of the Nebraska State Colleges

Meeting Date**: September 10, 2026**

Agenda Item: **2.7**

ITEMS FOR DISCUSSION AND ACTION:

Committee: **Academic & Personnel Committee**

Action Item: **Foundation Agreement - WSC**

The Board made significant changes to the Collaborative Agreement with Wayne State Foundation last year at the September 2025 Board meeting. The new format for the Agreement provides more details regarding the partnership between the Foundation and the College and it is designed to come to the Board for renewal annually. The 2026-27 updates are as follows:

2.6.4 - Expands protections for the Foundation's confidential donor information, proprietary records and institutional data.

2.8.5 - Increases the amount of the Teaching Excellence Award.

2.10 - Notes that Foundation employees are not part of the College's collective bargaining units.

3.2.3 - Increases the amount of personnel support for the Foundation staff.

The System Office recommends approval of the Foundation Agreement for Wayne State College Foundation.

ATTACHMENTS:

- WSF Collaborative Agreement

Wayne State Foundation Collaborative Agreement

This Agreement is for a one-year term and is made by and between the Board of Trustees of the Nebraska State Colleges (the "Board") for the benefit of Wayne State College (the "College") and the Wayne State Foundation, a Nebraska Non-Profit Corporation (the "Foundation").

1. Purpose & Definitions

1.1. Purpose

- This Agreement identifies a commitment between the College, the Board, and the Foundation to engage in cooperative practices and exchange benefits for the betterment of the College.
- Nothing in this Agreement shall be interpreted to supersede the Articles of Incorporation and Bylaws of the Foundation.
- This Agreement shall become effective upon the signature of the parties and shall continue until terminated as provided by the terms of this Agreement.

1.2 Definitions

- **Board**: Refers to the Board of Trustees of the Nebraska State Colleges, the governing body responsible for overseeing the Nebraska State College System, including Wayne State College.
- **College**: Refers to Wayne State College, a public institution of higher education governed by the Board of Trustees of the Nebraska State Colleges.
- **Foundation**: Refers to the Wayne State Foundation, a Nebraska non-profit corporation, recognized as a 501(c)(3) tax-exempt organization under the Internal Revenue Code, organized exclusively to support the mission and priorities of the College.
- **Foundation Board of Trustees**: Refers to the governing board of the Wayne State Foundation, which exercises fiduciary responsibility for the management of Foundation assets and activities.
- **Executive Committee of the Foundation**: Refers to the governing board of the Wayne State Foundation, which has the authority to act for the Board of Trustees on all matters, including the management of the Foundation's assets and activities.
- **President**: Refers to the President or Interim President of Wayne State College, who is responsible to the Board and the Chancellor for the administration of the College as outlined in Policy 5101 – College Presidents.
- **Chancellor**: Refers to the Chancellor of the Nebraska State College System, who serves as the chief executive officer of the System and is responsible for leadership and oversight of all colleges governed by the Board of Trustees, including Wayne State College.
- **Chair**: Refers to the individual elected by the members of the Executive Committee of the Foundation to preside over its meetings and coordinate its

activities, consistent with the authority and procedures set forth in the Foundation's Bylaws.

- **Chief Executive Officer (CEO):** Refers to the lead administrative officer of the Foundation, hired by and reporting to the Executive Committee. The CEO is responsible for day-to-day operations, implementing the Foundation's fundraising strategies, managing Foundation staff, coordinating closely with the President and, when appropriate, College leadership, and serving as the primary liaison between the Foundation and the College.

2. Role and Responsibilities of the Foundation

2.1. Tax Status & Asset Management

- The Foundation is a separately incorporated, tax-exempt §501(c)(3) non-profit organization created to raise, manage, distribute, and steward private resources to support the mission of the College. The Foundation is responsible for identifying and nurturing relationships with potential donors and other friends of the College. The Foundation solicits cash securities, real and intellectual property, and other private resources for the support of the College. The Foundation Board of Trustees is solely responsible for the receipt and management of Foundation assets.
- The Foundation is responsible for planning and executing comprehensive fundraising and donor acquisition programs in support of the College's mission and priorities as articulated by the President. These programs may include annual giving, major gifts, planned gifts, special projects, and other campaigns as appropriate.

2.2. Asset & Property Management

- The Foundation is responsible for the receipt and management of all its assets, including:
  - The prudent management of all gifts consistent with donor intent and Internal Revenue Service (IRS) requirements;
  - The establishment of asset-allocation, disbursement, investment, and spending policies that adhere to applicable federal and state laws, including the Uniform Prudent Investor Act (UPIA) and the Uniform Prudent Management of Institutional Funds Act (UPMIFA).
  - Receiving, holding, managing, investing, and disbursing contributions of cash, securities, patents, copyrights, and other forms of property, including immediately vesting gifts and deferred gifts that are contributed in the form of planned and deferred gift instruments for the benefit of the College.
- The Foundation may explore opportunities, including the acquisition and management of real property for future allocation, transfer, or use by the College. The Foundation shall consult with the Chancellor and President in advance of any real property acquisition that is intended to be transferred to the

Board or used by the College. This consultation requirement does not apply to the acquisition of real property that is not intended for transfer to the Board for use by the College.

2.3. Scholarship Awarding Process

- The Foundation is responsible for raising funds for scholarships that support the College's priorities as set by the President. The College is responsible for implementing the scholarship award processing system to select students who meet donor requirements. Funds are then transferred from the Foundation to the College for distribution to the student. At no time should the Foundation or its donors be involved in selecting scholarship recipients.
- The Foundation understands and acknowledges that the Board and/or College employees may not participate in any aspect of awarding student scholarships that violate Title IX and/or the Nebraska Constitution Article I-30 prohibitions for preferential treatment on the basis of race, sex, color, ethnicity, or national origin.
- If the Foundation accepts scholarship donations with criterion that would violate Title IX and/or the Nebraska Constitution, the Foundation is solely responsible for taking the necessary legal action through the judicial System to modify the donation terms to achieve compliance with all College legal requirements.

2.4. Transfer of Funds

- In consultation with the President, the Foundation, as the depository of private gifts, will transfer funds to the designated entity within the College in compliance with all applicable laws, College policies, and gift agreement.
- In consultation with the President, the Foundation's disbursement on behalf of the College will be for the support of the College, consistent with donor intent, and not in conflict with applicable laws.

2.5. Annual Audit

- The Foundation shall continue to engage an independent accounting firm annually to conduct an audit of the Foundation's financial and operational records and shall provide the Chancellor and President a copy of the annual audited financial statements, including the management letters and written notice of any audit findings within two (2) weeks of receiving the report but no later than October 1 each year, to allow for inclusion with the NSCS Comprehensive Audit. The parties agree to revise the October 1 deadline as may be necessary to accommodate the schedule established by the State Auditor of Public Accounts.
- Management letters and/or written notice of any audit findings will not be publicized or released by the Board unless required by state law.

- The Foundation shall continue to work with the College to adhere to pronouncements issued by the Governmental Accounting Standards Board, including GASB 39.

2.6. Employment Responsibilities

2.6.1. Foundation Employee Management

- The Foundation is responsible for employment, compensation, supervision, and evaluation of all its employees. As part of its responsibilities as an employer, the Foundation shall continue to maintain appropriate personnel policies, issue employment contracts, and conduct any necessary and appropriate orientation and training.

2.6.2. Employee Benefits and Provisions

- Paid leave, holiday benefits, and overtime provisions shall be maintained consistent with those established for College employees. Foundation employees are not afforded tenure or rank.

2.6.3. Foundation's Employer Obligations

- The Foundation understands and agrees that the Board and the College are not responsible for the Foundation's obligations as an employer, although the Chancellor and President shall provide input to the Foundation regarding the performance of the Foundation employees.

2.6.4. Protection of Confidential Proprietary Information, Trade Secrets, and Donor Goodwill

- The Foundation shall take reasonable measures to protect confidential proprietary information, trade secrets, donor information, donor relations, and donor goodwill. Such measures include requiring employees to execute confidentiality and limited donor non-solicitation agreements to protect legitimate Foundation interests, which shall remain effective following separation from employment.
- Any non-solicitation provisions shall be limited to donors with whom the employee had direct fundraising contact during their final two years of employment with the Foundation.
- Upon notice of separation, the Foundation shall take reasonable steps to ensure the continued protection of confidential Foundation, College, and donor information, including removing authorized access privileges to Foundation and College systems, requiring the return of Foundation property and records (or, if returning is not feasible, destruction of such records), and monitoring for the inappropriate removal of confidential information immediately following separation.
- The Foundation and Board acknowledge that Foundation donor records and confidential fundraising information are property of

the Foundation, and any access to such information by the College or Board shall occur only as authorized by the CEO or Chair of the Executive Committee, consistent with Foundation policy and operational necessity.

2.7. Reimbursement and Financial Obligations

2.7.1. Reimbursement to the College

- The Foundation agrees to reimburse the College in a timely manner for all expenses that the College incurs as a result of the terms of this Agreement, including but not limited to, unemployment benefits paid on behalf of the Foundation's previous employees, the proportionate share of worker's compensation premiums paid on behalf of the Foundation's employees, expenses for central office services as described in this Agreement, additional insurance premiums, retirement contributions for Foundation employees, employee benefits for Foundation employees, and all other related payroll expenses. The Foundation shall reimburse the College within sixty (60) days of receipt of an itemized invoice or request for reimbursement in order to comply with IRS accountable plan requirements.

2.7.2. Maintenance of Records

- The Foundation shall continue to maintain, at its own expense, copies of the plans, budgets, and donor and alumni records developed in connection with the performance of its obligations.
- The Foundation shall protect donor confidentiality and rights.

2.7.3. Limitation

- Except for reimbursing the President's spouse for travel expenses related to accompanying the President on College Business, the Foundation shall not provide any additional compensation, deferred compensation, supplemental pay, taxable benefits, or similar financial arrangements to any employee of the College or the Board without prior written approval from the Chancellor.
- Such compensation arrangements shall be made only in compliance with applicable federal and state laws, Internal Revenue Service regulations, and any Nebraska State College System policies governing employee compensation.
- Any compensation-related support provided by the Foundation shall be documented through a written agreement with the Chancellor that clearly identifies the purpose of the support, the parties involved, and the duration of the arrangement, and shall be maintained in Foundation records for audit and compliance purposes.

2.8. College Support and Reimbursement Provisions

2.8.1. President's Automobile

- The Foundation shall provide the President with an automobile suitable for the President to be used for College business and personal use. The Foundation shall be responsible for liability, property damage, and comprehensive insurance, and all maintenance, repairs, and operating expenses for the leased vehicle.

2.8.2. President Discretionary Funds

- The Foundation shall provide the President with $25,000 in discretionary funds annually.
- The President may use these discretionary funds for appropriate business expenses to include but not limited to the following expenditures:
  - To pay for the use of personal gas in the automobile provided by the Foundation
  - To pay for meals and/or entertainment for donors, dignitaries, and stakeholders that could positively impact the College.
  - Support the President's spouse to travel to Foundation and alumni events;
  - Dues for community organizations;
  - Flowers for funerals in the College and local community;
  - Off-campus banquets or campus events not supported by state funds;
  - Off-campus Wi-Fi service for laptop during travel;
  - Office publications or holiday cards;
  - Presidential expenses;
  - Student and faculty research;
  - Student travel to conferences; and/or
  - Other activities or services directly impacting the College and/or Foundation.
- The discretionary fund account will be managed by the Foundation. Receipts for all expenses with appropriate documentation consistent with the IRS requirements shall be submitted to the Foundation.
- President's discretionary funds may be carried forward each year to not exceed $50,000.

2.8.3. Senator's Reception

- The Foundation shall provide one-third of the payments in support of the annual NSCS Senators' Reception.
- The total support for the Senator's reception shall not exceed $1,600 with advanced written approval from the Foundation CEO.

2.8.4. Chancellor Support Account

- The Foundation shall establish an annual expense account in the amount of Five Hundred Dollars ($500) to be used at the discretion of the Chancellor in support of activities that advance the interests of the College or the Nebraska State College System, and consistent with the expenditures established for the President's Discretionary Funds.
- The account shall be managed by the Wayne State Foundation and shall include contributions from the Chadron State Foundation and the Peru State Foundation. The total combined contributions from all three Foundations shall not exceed One Thousand Five Hundred Dollars ($1,500) annually.
- The Chancellor shall submit requests for payment to the Wayne State Foundation, including appropriate documentation and/or receipts in accordance with IRS requirements.

2.8.5. NSCS Teaching Excellence Award

- The Foundation shall provide One Thousand Five Hundred Dollars ($1,500) each year to the WSC recipient of the Teaching Excellence Award.
- The Foundation shall provide Three Thousand ($3,000) to the WSC faculty member when they are selected as the NSCS Teaching Excellence Award recipient.

2.9. Use of Name, Logos, and Marks

- The College grants the Foundation a cost-free, nonexclusive, revocable license to use the name, logos, and marks of the College solely for the purpose of undertaking its duties and responsibilities under this Agreement. Any such use must be consistent with College branding guidelines and must be approved in writing, in advance by the President.
- The Foundation shall operate under its own name, seal, and logo in the normal course of business. To the extent the Foundation uses the College's name, logos, or marks, it shall do so only in furtherance of its support of the College and in a manner that does not violate the proprietary rights of the College or disparage or damage the College, its name, marks, or reputation.
- The Foundation acknowledges that the College retains all rights, title, and interest in and to its name, logos, marks, and other identifying symbols. Any unauthorized or inconsistent use of such marks by the Foundation may result in the revocation of this license.

2.10. Employment Relationships and Non-Interference Terms

- The Foundation agrees that no member of the Foundation Executive Committee shall be an employee of the College, and no employee of the College may serve as a member of the Foundation Executive Committee, except for the President of the College.

- The Foundation recognizes that the Board is the employer of the Chancellor, the President, College employees, and employees in the Nebraska State College System Office.
- The Board and the College recognize that the Foundation is the employer of the Foundation staff. The Foundation, Board, and College agree to respect the employer-employee relationships set forth above and further agree not to interfere with or insert themselves into the other's employment matters.
- The Board and the College recognize that Foundation employees are not included in the College's collective bargaining units.
- The Foundation and the College acknowledge that in certain situations, shared use of College and Foundation personnel may promote operational efficiencies. Any such joint staffing arrangements shall be formalized through a written agreement approved by both the College and the Foundation Board.
- The Foundation and the College mutually agree not to recruit or hire each other's employees without prior consultation. Employment of former Presidents or a President's associate to conduct foundation or college business should only occur with approval from the Chancellor.

2.11. Compliance with Board Policy

- The Foundation shall carry out its responsibilities in a manner consistent with applicable federal and state laws, Internal Revenue Service regulations, and all relevant policies and procedures adopted by the Board of Trustees of the Nebraska State College System.
- The Foundation acknowledges its obligation to remain informed of and in compliance with these requirements as they may be amended from time to time.

3. Role and Responsibilities of the Board, Chancellor, and President

3.1. Governance, Leadership, and Responsibilities

3.1.1. The Board

- Legally responsible for the performance and oversight of all aspects of the NSCS, including Chadron State College, Peru State College, Wayne State College, and the System Office.
- Responsible for the employment, compensation, and evaluation of all College employees.
- Directs the strategic plan, priorities, and operations for the NSCS.

3.1.2. The Chancellor

- Responsible for overseeing the NSCS strategic plan, and for the leadership and operations of the NSCS.

- Acts as the liaison between the Board and Foundation and is responsible for communicating the priorities and long-term plans for the Colleges to the Foundation either directly or through the President.
- Responsible for overseeing the employment, compensation, and evaluation of the President.

3.1.3. The President

- Responsible for setting priorities and long-term plans for the College in conjunction with the Board and communicating such priorities and long-term plans to the Foundation.
- Responsible for overseeing the mission and for the leadership and operations of the College.
- Responsible for identifying fundraising priorities and needs for the Foundation to operationalize.
- Partner with the Foundation in cultivating donor relationships and in the development of gift agreements, including those involving estate or planned gifts. The President shall be consulted on the intended use of restricted and unrestricted funds to ensure alignment with the College's strategic priorities and donor intent.
- The College will coordinate fundraising initiatives, including major gifts solicitations, with the Foundation, but is not limited in its ability to undertake fundraising on its own behalf. The College will abide by any terms, conditions, or limitations imposed by donor or legal determination on any gift.
- Shall serve on the Foundation Executive Committee as an ex-officio member as outlined by the Foundation Bylaws. In this role, the President shall:
    - Not hold an officer or committee chair position;
    - Participate in all Executive and Finance Committee meetings and discussions, including executive or closed sessions, consistent with Foundation Bylaws and applicable law, as a non-voting member; receive all related materials, including full financial reports, prior to each meeting.
- All references to "President" throughout this Agreement shall include Interim Presidents appointed by the Chancellor.

3.2. Resource Allocation & Support

3.2.1. Office Space and Facilities

- The College shall provide the Foundation with office space necessary to conduct its activities, including utilities, maintenance materials, and labor (including grounds), custodial supplies, and custodial services, free of charge.

3.2.2. Central Services

- Access to Services: The College shall provide the Foundation with access to central services, including, but not limited to:
    - o Telephone, facsimile, photocopier, and email systems.
    - o Hosting of the Foundation's website.
- Reimbursement: The Foundation also agrees to reimburse the College for the actual cost of telephone services (including long distance), central office service expenses, and computer replacement expenses that exceed the budget allocated by the President annually.
- Information Technology: The Foundation may receive Information Technology services including, but not limited to, basic software licensing, email, technical support, report development, network and internet access, and cybersecurity assistance. Email accounts are only provided for Foundation employees. The Foundation agrees to abide by WSC and NSCS Information Systems Use Policies and training requirements. All software must be approved by the College CIO in advance of contract execution and/or use.
- Computers and Technology. The College will provide computer and technology support to the Foundation. The cost of computers, software, and related components will be supplemented by the College's Development budget, which is allocated to the Foundation on an annual basis. Any costs exceeding the Development budget will be the responsibility of the Foundation. Additionally, the College may provide computer and office technology, such as flat-screen monitors, printers, and video conferencing equipment, for the Foundation's use in support of its work. All such equipment will remain the property of the College and will be subject to all applicable College policies regarding its use.
- Confidentiality: The College and the Board recognize that the Foundation is a separate legal entity with the authority to keep all records and data confidential, consistent with applicable law. Emails, web history, and electronic files on WSC IT infrastructure are the exclusive and confidential property of the Foundation. All requests for such Foundation property can only be accessed or reviewed by the College, Board, or any other person or entity, by written authorization from the Chair of the Executive Committee or the CEO.

3.2.3. Financial Contributions

- Annual Payment: The College shall make an annual payment on or about July 1 to the Foundation to defray Foundation employee expenses. A payment of $$233,923 was made on July 1, 2026.

3.2.4. Employment Benefits & Human Resources

- Employee Benefits: The Board shall provide employment benefit access for Foundation employees to participate in the College's

TIAA retirement programs; medical/dental, vision, long-term disability, and life insurance plans; the immediate family tuition remission program; the tuition waiver program; and, Employee Assistance Program Services in the same manner as College employees. The Foundation agrees to reimburse the College for the employer's share of Foundation employee benefits.

- Payroll & HR Services: The College shall provide Human Resource services, including the posting of vacancies as well as payroll processing services for Foundation employees, in accordance with the College's normal policies and procedures. The College and System Office employees may provide information and resource references to the Foundation Board or Foundation staff. Wages must be paid by direct deposit or other means of electronic transfer. Provisions for accrual, use, and payment of leave hours must also be in accordance with the College's normal policies and procedures. CEO leave requests shall be approved by the Chair of the Executive Committee via email, which will then be forwarded to the President's Administrative Assistant to approve/process in the payroll system on their behalf.
- **Limitations on Support:** The Board shall not provide legal services to the Foundation. The College shall not provide human resource advice or assistance with employment performance evaluations, corrective, and/or disciplinary matters services to the Foundation Board or Foundation staff. The Foundation is encouraged to retain its own legal counsel to advise on employment matters, including but not limited to Title IX compliance, terminations, and other personnel issues.

3.2.5. Additional Support Services

- Student Workers: The President may provide student worker labor to assist in Foundation activities. The Foundation agrees to reimburse the College for expenses which exceed the budget approved by the President annually.
- Insurance Coverage: The Board shall include the Foundation as a named insured on its general liability, cyber liability, all insurance related to travel, and directors and officers (educator's legal liability) insurance coverage at no charge, in such amounts/limits as the Board purchases and may be commercially reasonable. In the event the Foundation has a situation that may give rise to a claim under any of the insurance policies, the Foundation agrees to notify the Board in a timely manner consistent with the terms of the policy and assist in reporting the matter to the appropriate insurer(s). The Foundation shall be responsible for any retentions/deductibles on the policies as a result of any claim submitted. If any premium

increases are directly attributable to an act or omission of the Foundation, the Foundation shall reimburse the Board for such premium increases The Foundation is solely responsible for insuring any real and personal property owned by the Foundation except that the Board will maintain insurance coverage for any items owned by the Foundation and on loan to Wayne State College.

- Marketing Services: The President will provide marketing services as staff time allows.
- Waived Costs: Campus and faculty rental costs will be waived for the Foundation.

3.2.6. Other Benefits and Services

- Discretionary Support: The Board or College may provide other benefits or services to assist the Foundation's work at the discretion of the Chancellor or President.
- Payroll Deduction: The College and Board shall make payroll deduction available to all College employees for donations to be directed to the Foundation.

4. College Annual Reporting

4.1. Annual Report on Indirect Costs

- The President shall provide the Foundation with an annual report that details the indirect costs associated with fulfilling the obligations outlined in this Agreement. This report will encompass all relevant cost areas, including, but not limited to:
    - Office space, utilities, and maintenance
    - Access to central services (e.g., telephone, email, photocopier)
    - Information Technology services
    - College Relations and Marketing services
    - Campus facility rentals
    - Human Resource services (including payroll processing)
    - Financial aid award processing
    - Student worker labor
    - Insurance coverage
    - Any other miscellaneous benefits or services provided by the College or Board to support the Foundation's activities.
- Upon receipt, the Foundation agrees to review the report and incorporate its findings into the financial planning and budgeting processes, and provide the report to the finance and audit committee.

4.2. **Reimbursement and Budget Adjustments**

- The report will also highlight any expenses that exceeded the budget allocated by the President annually and require reimbursement by the Foundation.

4.3. **Timing of Report**

- The annual report shall be submitted to the Foundation by June 30 each year, allowing for adequate time to review and address any budget adjustments or reimbursements as necessary.

5. Foundation Reporting

5.1. Donor Engagement Reports

- The Foundation shall provide the President and the Chancellor with annual reports that include, but are not limited to, the following key metrics:
    - Total gifts and pledges annually (excluding estate gifts) divided into current gifts & pledges, revocable planned gifts, and irrevocable planned gifts.
    - Total number of donors supporting the College.
    - Total number of donors contributing $1,000 or more annually.

5.2. Scholarship Reports

- Annual scholarship contributions to the College;
- Annual endowment available for scholarship distributions.

5.3. Financial Reports

- The Foundation shall provide the President with financial reports prepared for each of the Foundation's Executive Committee meetings. The President may share these reports with the Chancellor..
- Once the Foundation's annual budget is set, the Foundation will provide a copy of the budget document to the Chancellor and President.

5.4. Donor Engagement

- The Foundation agrees to annually provide the President and the Chancellor with the names of top donors, particularly those who have made significant contributions. This list will enable the President and other key College leaders to engage these donors personally, fostering relationships that support and align with the College's strategic priorities.
- The Foundation will coordinate with the President and other relevant College personnel to ensure that donor engagement efforts are aligned with the College's goals and priorities, maximizing the potential for continued support.

5.5. On Request Reports

- The Foundation shall provide reports, upon request, to the Chancellor and the President summarizing the results of donations, expenditures, and specific initiatives.

5.6. Governance Documents

- The Foundation shall provide copies of its Articles of Incorporation or Bylaws to the Chancellor and President any time they are updated.
- All existing policies, guidelines, or operating procedures for the Foundation shall be made publicly available on the Foundation website.

6. Hold Harmless

6.1. Foundation's Hold Harmless Obligations

6.1.1. Protection and Indemnification

- The Foundation agrees to protect, save, and hold the College, the Board, and all trustees, directors, agents, officers, representatives, and employees thereof forever harmless for any damages, costs, or charges imposed for violations of any law or ordinance caused by the negligence, affirmative act or omission of the Foundation, including the Foundation's directors, agents, officers, representatives, and employees.

6.1.2. Reimbursement

- The Foundation's hold harmless obligation shall include, but not be limited to, reimbursement for any and all losses, costs, damages, liabilities, or expenses, including attorney's fees and litigation costs, arising from a breach of the terms of this Agreement by the Foundation.

6.2. Board's Hold Harmless Obligations

6.2.1. Protection and Indemnification

- The Board agrees to protect, save, and hold the Foundation and all directors, agents, officers, representatives, and employees thereof, forever harmless for any damages, costs, or charges imposed due for violations of any law or ordinance caused by the negligence, affirmative act or omission of the Board, including its trustees, directors, agents, officers, representatives, and employees.

6.2.2.Reimbursement

- The Board's hold harmless obligation shall include, but not be limited to, reimbursement for any and all losses, costs, damages, liabilities, or expenses, including attorney's fees and litigation costs, arising from a breach of the terms of this Agreement by the Board.

7. Meetings and Communication

7.1. Regular Meetings

- To ensure effective implementation of this Agreement, the Chancellor and/or the President shall meet regularly with the Foundation Board, officers, directors, and/or the CEO. These meetings are intended to foster and maintain productive relationships, share relevant information, and ensure open, continuous communication and alignment of priorities between the College and the Foundation.

7.2. Annual Presentation by the Chancellor

- The Chancellor shall be invited to present annually to the Foundation Board, providing an update on the Nebraska State College System, with a specific focus on items that directly impact the College and the Foundation. This presentation will help ensure that the Foundation remains informed about broader system initiatives and priorities.

7.3. Coordination of Routine Meetings

- Routine meetings of the Foundation, including meetings of the Executive Committee, shall be coordinated with the President's schedule to ensure their presence at these key meetings. This coordination will support effective communication and strategic alignment between the College and the Foundation.

8. Amendments and Termination

8.1. Amendments

- This Agreement may be amended at any time by written agreement of the parties. Any modifications or changes to the terms of this Agreement must be in writing and signed by both parties to be valid.

8.2. Termination

8.2.1. Termination by Notice

- Either party may terminate this Agreement by providing six (6) months' written notice to the other party. This termination will become effective at the end of the notice period unless otherwise agreed upon in writing.

8.2.2. Termination for Default

- In the event of a default by either party in the performance of its obligations under this Agreement, the non-defaulting party may terminate the Agreement if the defaulting party fails to cure the default within ninety (90) days after receiving written notice of the default. If the default is not remedied within the specified time, the Agreement may be terminated immediately at the discretion of the non-defaulting party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers to be effective September 10, 2026.

________________________ Chair On Behalf of the Board of Trustees of the Nebraska State Colleges	____________________ Date

Chancellor
Nebraska State Colleges

Date

President

Date

[redacted]

Date

On Behalf of the Wayne State Foundation