

**HOUSTON COMMUNITY COLLEGE FOUNDATION
POLICIES AND PROCEDURES
FINANCE AND ACCOUNTING**

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I. Financial Ethics Policy

The purpose of this financial ethics policy is so that the valuable resources entrusted to Houston Community College Foundation (“HCCF”) are used for their intended purpose and that HCCF board of directors, officers and employees act with utmost integrity in performing their fiduciary responsibilities.

HCCF employees are those Houston Community College (“HCC”) employees assigned to the HCCF as well as employees hired by the HCCF. All HCCF employees, including HCCF Board Directors, are required to maintain the highest ethical standards and shall perform their duties in accordance with these policies and state and federal law. HCCF employees and board members are prohibited from engaging in any activities that constitute the offenses of bribery, corruption, corrupt influence, perjury, abuse of office, and other offenses relating to the HCCF and HCC.

HCCF prohibits fraud and financial impropriety, as defined below, in the actions of its Board of Directors, employees, vendors, contractors, consultants, volunteers, and others seeking or maintaining a business relationship with the HCCF.

Fraud and financial impropriety shall include but not be limited to:

1. Forgery or unauthorized alteration of any document or account belonging to HCCF.
2. Forgery or unauthorized alteration of a check, bank draft, or any other financial document.
3. Misappropriation of funds, securities, supplies, or other HCCF assets, including employee time.
4. Impropriety in the handling of money or reporting of HCCF financial transactions.
5. Profiteering as a result of insider knowledge of HCCF or HCC information or activities.
6. Unauthorized disclosure of confidential or proprietary information to outside parties.
7. Unauthorized disclosure of investment activities engaged in or contemplated by HCCF or HCC.
8. Personally accepting or seeking anything of material value from contractors, vendors, or other persons providing services or materials to HCCF for personal gain, except as otherwise permitted by law or HCCF policy.
9. Inappropriately destroying, removing, or using records, furniture, fixtures, or equipment.

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10. Failing to provide financial records required by federal, state or local entities.
11. Failure to disclose conflicts of interest.
12. Any other dishonest act regarding the finances of HCCF.

The HCCF President or designee shall maintain a system of internal controls to deter and monitor for fraud or financial impropriety in HCCF.

Any person who suspects fraud or financial impropriety in HCCF shall report the suspicions immediately to any supervisor, the President or designee, the Board Chair, or local law enforcement. [\[Cross reference with the Financial Impropriety Policy just passed.\]](#)

II. Fiscal Accountability

The purpose of this policy is to ensure appropriate use of HCCF funds and resources and to instill confidence in donors.

All HCCF funds and resources shall be used for HCCF to support the visions and missions of HCC and HCCF.

HCCF shall develop an annual unrestricted funds budget to underwrite the costs of HCCF programs, operations, and services which are not covered by the investment in the HCCF by HCC.

III. External Audits

The purpose of this policy is to provide oversight of HCCF's financial operations and to allow for a third-party to verify all revenues and expenditures are made in accordance with HCCF policy and applicable law.

HCCF Board shall engage an independent accounting firm to annually conduct an audit of HCCF's financial and operational records and provide HCC with a copy of the annual audited financial statements.

The HCCF Board shall form an audit committee to assist the HCCF Board in exercising its oversight responsibilities for fair presentation of HCCF's annual audit and other audit engagements. Annual audited financial statements and IRS Form 990 tax return forms are available to the public upon request. It is the responsibility of the HCCF Board audit committee to recommend, for Board approval, the independent third party auditor and determine annual audit engagement scope. [See Audit Committee Charter for audit committee responsibilities.](#)

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IV. Financial Stability

The purpose of this policy is to provide financial stability and sustainability of HCCF and thus provide the continuation of its activities.

The objective of maintaining a minimum reserved balance is to establish a working capital cushion for HCCF associated with its annual expenses. Annual expenses are paid through unrestricted contributions which can vary from year to year. HCCF shall maintain an unrestricted funds cash reserve equal to at least [25%] of the annual unrestricted funds budget at all times during the fiscal year. Access to this reserve may be made under adverse circumstances with the approval of the HCCF Board Executive Committee.

HCCF's President or designee shall monitor the unrestricted cash reserve to ensure compliance with this policy and provided periodic reports to the HCCF Board Finance and Investment Committee.

HCCF's award and disbursement policies and procedures shall permit disbursements only to the extent funds are available in unrestricted and restricted fund accounts.

V. Depository of Funds/Banking

The purpose of this policy is to ensure that HCCF funds are maintained by credible financial institutions that have a proven record of responsibility.

The Board of Directors is authorized to select such depositories as it shall deem proper for the funds of HCCF. All HCCF funds shall be deposited in accounts that is officially designated by the HCCF Board. The Treasurer shall be a signatory on all such accounts in addition to the President and designees.

VI. Establishing Fund Accounts on HCCF Books

The purpose of this policy is to ensure that donor intent is honored by HCCF for accepted donor restrictions as delineated in the fund account supporting documentation or agreement.

The HCCF will establish separate fund accounts with unique identifiers on its books to track and delineate restricted donations from each other. To establish a fund account, a signed fund agreement or supporting documentation is required. Fund accounts can be established for unrestricted or restricted purposes. Donor restrictions must be in alignment the missions of HCC and HCCF. The [HCCF Gift Acceptance Policy](#) governs donor restrictions and minimum amounts required to establish named current use funds and endowment funds. Restricted funds from one donor's restricted fund cannot be utilized for awards and disbursement of another restricted fund and with different donor restrictions without prior donor written approval or as specified within the fund agreement. There are multiple types of restricted fund accounts:

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1. Funds of Excellence: *(See Appendix A for Funds of Excellence Acknowledgment template. Appendix D for Grant Transmittal and Retention Letter Template. Appendix E for HCC Named Facilities Agreement Template. Appendix F for Donor Intent Paragraph. Appendix G for Grant Assignment Paragraph. Appendix H for HCC Named Program Agreement Template)*
 - a. Are current use funds and are treated as cash and do not accumulate investment income.
 - b. Have no minimum dollar amount to establish.
 - c. Have supporting documentation with an associated unique fund number in the HCCF General Ledger.
 - d. Are established to “pool” donor funds for a specific restricted purpose to support HCC student success.
 - e. Are established to support the mission of a particular HCC program.
 - f. Have donor restrictions that are in alignment with HCC and HCCF missions.
 - g. Are donations that can be used to support program, capital, scholarship or all three categories.
 - h. Have a purpose(s) that is delineated in the Fund of Excellence supporting documentation.
 - i. Require approval via signature on Fund of Excellence supporting documentation from a HCC College President or Vice Chancellor or Associate Vice Chancellor or Dean or the Chancellor for HCC and the HCCF President and HCCF Board Chair signatures to be established.
 - j. Have end of year balances that are carried forward from one fiscal year to the next.
 - k. Make disbursements only if there is an available cash balance to cover the expenditure. Have a positive or zero cash balance. Cash balance is defined as fund balance less accounts payable or encumbrances..
 - l. Make expenditures from a Fund of Excellence only with approval from the Fund’s HCC Approver (HCC College President or Vice Chancellor or Associate Vice Chancellor or Dean or the Chancellor for HCC) and the program manager designated in the supporting documentation and follow HCCF payment approval policy.
 - m. Can be closed by the fund approver or the HCCF Board. For the HCCF Board to close a fund of excellence with a positive balance, no expenditures have been made from the fund for three consecutive years and the HCC personnel who established the fund are no longer HCC employees. HCCF will close out any remaining funds to the HCCF Unrestricted Fund.

2. Scholarship Current Use Funds: *(See Appendix B for Named Scholarship Agreement template. Appendix E for HCC Named Facilities Agreement Template. Appendix H for HCC Named Program Agreement Template.)*
 - a. Are treated as cash and do not accumulate investment income to the fund.
 - b. Have a minimum dollar amount to be established as outlined in the [HCCF Gift Acceptance Policy](#).
 - c. Have Scholarship fund agreement with an associated unique fund number in the HCCF General Ledger.

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- d. Are established to “pool” donor funds for a specific restricted purpose in awarding scholarships.
 - e. Can be named for donor or by restricted purpose for scholarship awarding.
 - f. Have a restricted purpose that is delineated in the Scholarship Fund Agreement.
 - g. Require approval via signature on Scholarship Fund Agreement from primary and secondary donor along with the HCCF President and HCCF Board Chair to establish.
 - h. Have end of year balances that are carried forward from one fiscal year to the next.
 - i. Have disbursements that are made only if there is available cash balance to cover the award. Cash balance is defined as fund balance less outstanding awards payable. Cash balances are expected to be zero or positive.
 - j. Can be closed by the HCCF Board if the fund has a positive balance and no awards have been made for three consecutive years and numerous attempts have been made to contact donor of record to modify restrictions. HCCF Board will close out any remaining funds to the HCCF Scholarship Fund. This will be codified in all scholarship fund agreements.
3. Endowment Funds: *(See Appendix C for Endowment Agreement template. Appendix D for Grant Transmittal and Retention Letter Template. Appendix E for HCC Named Facilities Agreement Template. Appendix F for Donor Intent Paragraph. Appendix G for Grant Assignment Paragraph. Appendix H for HCC Named Program Agreement template.)*
- a. Maintain the original principal in perpetuity, which is invested by the HCCF per the [HCCF Investment Policy](#), and is not available for disbursement.
 - b. Have a minimum dollar amount to be established as outlined in the [HCCF Gift Acceptance Policy](#).
 - c. Have an Endowment Agreement with an associated unique fund number in the HCCF General Ledger.
 - d. Require approval via signature on agreement from primary and secondary donors along with the HCCF President and HCCF Board Chair to establish.
 - e. Can be named for donor or by restriction purpose as outlined in the [HCCF Gift Acceptance Policy](#).
 - f. Have donor restrictions that support the mission of HCC and HCCF. The disbursement purpose is delineated in the endowment agreement.
 - g. Can be established to “pool” donor funds for a specific restricted purpose in alignment with HCC and HCCF visions and missions.
 - h. Are restricted to authorized available annual spending amount, per the [HCCF Endowment Spending Policy](#), from earnings on the invested principal and are utilized in accordance with donor restrictions.
 - i. Can be established with an amount less than the minimum amount with pledge commitment, outlined in the fund agreement, to reach the minimum in a specified period of time, however, no expenditures will be made until the fund reaches the minimum as specified in the signed donor endowment agreement.

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- j. Have end of year balances that are carried forward from one fiscal year to the next.
- k. Have disbursements that are made if there is available cash balance to cover the award. Cash balance is defined as fund balance less outstanding awards payable or accounts payable. Cash balances are expected to be zero or positive.
- l. The HCCF Board can close an endowment fund with a principal and earnings balance if the donor has defaulted on pledge payments or if there is no signed Endowment Fund Agreement and numerous attempts have been made to contact the primary or secondary donor of record. If the HCCF Board closes out an endowment fund, any remaining principal and earnings will be added to similar restricted endowment or the HCCF Endowment Fund.

4. Unrestricted Funds:

Unrestricted Funds are contributions to HCCF with no restrictions by the donor and may be used where needed most in alignment with the HCCF mission. HCCF can establish multiple unrestricted funds to delineate source of funding and to track for reporting purposes. Spending from HCCF unrestricted funds is authorized annually by the HCCF Board via the HCCF Annual unrestricted funds budget.

Fund agreement and supporting document templates are provided in the Appendix.

HCCF Accounting Manual sets forth HCCF's procedures for handling cash receipts, deposits, donor reports, journal entries, and reconciliations.

VII. Accounting and Financial Reports

This policy sets forth the requirements for reporting of the HCCF financial position on a periodic basis.

Annual financial reports shall be prepared in accordance with the following authorities, as appropriate:

1. Financial Accounting Standards Board (FASB); and
2. Generally Accepted Accounting Principles (GAAP); and
3. Other applicable accounting standards.

The HCCF President or designee shall prepare accurate annual financial statements reflecting the financial position of HCCF and shall submit monthly reports to the HCCF Board to report on the status of HCCF financial position. Annual audited financial reports shall be prepared and submitted to the HCCF Board at its annual board meeting. The HCCF will report its financial position to the HCC Board Trustees as specified in the Memorandum of Understanding between HCCF and HCC.

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HCCF Accounting Manual sets forth HCCF's procedures for handling cash receipts, deposits, donor reports, journal entries, and reconciliations.

VIII. Petty Cash

NOTE: The HCCF no longer uses a Petty Cash Fund; uses credit card instead.

The purpose of this policy is to provide modest funds for HCCF expenditures that (1) occur between payment processing and/or (2) involve incidental expenditures related to the conduct of HCCF business.

HCCF shall make petty cash available to staff to fund small expenditures related to HCCF business. The petty cash fund shall maintain an average balance of \$100.00.

If appropriate, the HCCF President or designee maintains the petty cash fund. Employees wishing to be advanced petty cash or reimbursed for expenses from petty cash must complete and sign a petty cash voucher, noting the amount needed and the type of expense. The President or designee must approve the expense. HCCF President or designee shall replenish the petty cash fund, as needed, through a check drawn on the operating account.

IX. Contracts Review and Approval

The Board grants the HCCF President authority to initiate and execute contracts valued up to \$50,000.00 where the expenditure is in an annually approved budget by the HCCF Board. This includes approved budgets for fundraising events. Contracts requiring an expenditure of more than \$50,000.00 require the co-signature of the HCCF President and one of the additional designated signatories. Contracts executed by the HCCF President are ratified by the HCCF Board in arrears. The Approved HCCF Annual Budget outlines annual expenditures. The HCCF President has the authority to expend amounts included in the annual approved budget including approved fundraising event budgets. The HCCF President is required to seek HCCF Board approval when expenditures exceed the total approved annual unrestricted funds budget including fundraising events. *Note: HCC follows government accounting which requires line item budget oversight. Whereas, HCCF Board approval oversight is on the total approved budget rather than individual budgeted line items.*

X. Payment Processing

NOTE: All payments are processed electronically via Bank ACH or Wire Transfers. Hand written checks are the exception and rarely utilized.

The purpose of this policy is to maintain controls on use of HCCF funds.

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HCCF shall safeguard the expenditure of funds and ensure that all payments to be processed are reviewed and approved through appropriate channels.

The HCCF President and designated signatories shall be authorized to approve payments.

The HCCF Board will annually approve a minimum of two designated signatories for payment processing. One of the two approved designated signatories will be the HCCF President. One HCCF designated signatory or the HCCF President shall sign/approve all bills, notes, receipts, acceptances, endorsements, wire transfer requests, payment requests, and checks of HCCF in an amount up to, and including \$10,000. Two designated signatories shall cosign/approve all bills, notes, receipts, acceptances, endorsements, wire transfer requests, payment processing requests, and checks for HCCF in an amount over \$10,000. Any checks to the same payee or received from the same payee within 30 days shall be aggregated for purposes of this procedure.

XI. Fund of Excellence (aka Operating Funds) Payments Policy

The purpose of the Funds of Excellence payments policy to maintain controls on expenses and to honor donor intent for donor restricted funds for programs and capital projects.

HCCF will process payments in support of HCC student success as funded and restricted by private donors as expressed in the specific Fund of Excellence and donor grant agreement.

HCCF will transfer to HCC's restricted fund, currently designated as Fund 2, any funds funded from private grants for:

1. Payroll and stipends
2. Travel and meal expenses
3. Supplies
4. Consultant fees
5. Equipment
6. If in line with donor intent, any expenses where the vendor requires a purchase order.

HCCF will follow policy set forth in Section X Payment Processing for transfers of grant funds to HCC.

HCCF retains funds for awarding student scholarships. HCCF will retain funds for payment by HCCF for any items which are specified in the donor grant agreement where HCC's procurement policy and process cannot follow expressed donor's intent as outlined in the grant agreement. *See Appendix G for Donor Intent Paragraph.*

HCCF will develop a Grant Transmittal and Retention Letter (*See Appendix D for template*) to HCC which outlines the funds to be transferred to HCC and the funds to remain with HCCF. HCC Leadership member (Vice Chancellor or College President) designated in the grant or fund agreement is required to approve the transmittal and retention letter. The transfer from HCCF to

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HCC is permanent. HCCF will provide to HCC all the appropriate grant agreements for their records.

HCCF does not maintain a fixed asset inventory. All fixed asset are inventoried and are maintained by HCC. If the donor specifies purchase of a fixed asset which is unable to be purchased through HCC procurement processes due to donor restrictions, then HCCF will purchase the equipment, following HCCF payment policy enumerated in Section IX. Any fixed assets will be donated to HCC by the HCCF utilizing HCC's donated items process. All expenses paid from donor restricted funds in a Fund of Excellence or Grant Fund will follow payment processing procedures outlined in the HCCF Accounting Manual.

XII. Travel and Meal Expenses Policy

The purpose of the HCCF travel and meal expenses policy is to maintain controls on expenses, including any travel and necessary expenses incurred by HCCF employees.

HCCF employees shall be reimbursed for their ordinary and necessary expenses incurred in performing their duties, to the extent authorized by law and permitted by the HCCF Board. All travel outside of the District shall be authorized by the HCCF President prior to occurrence.

HCCF employees shall comply with the travel and expense procedures applicable to employees of HCC. There are allowable HCCF travel and expenses exceptions to HCC travel and expense policies which will be reimbursed by the HCCF. The allowable HCCF travel and expense exceptions are outlined in the HCCF Accounting Manual.

XIII. Credit Card Policy

The purpose of the HCCF Credit Card is to give HCCF employees an efficient, cost-effective alternative way to make delegated purchases.

The HCCF Card is a credit card for business-related purchases of goods and services. It is intended to assist on purchases for department and/or program needs. The HCCF Credit Card works similarly like a personal credit card, except that the charges are billed directly to HCCF and are paid by the HCCF.

The HCCF President or designee is responsible for the overall administration of HCCF Credit Cards. All purchases must be for official HCC business use **ONLY**. Detailed procedures are outlined in the HCCF Accounting Manual.

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XIV. Insurance

The purpose is to provide effective management of insurable risks for HCCF organizational sustainability and to provide that HCCF Board members may serve HCCF without concern that such service may result in personal liability.

The HCCF Board shall provide that HCCF has insurance coverage necessary to cover for HCCF organizational sustainability, and that each Director is provided with insurance coverage to fund the costs of litigation and/or liability that results from the Director's performance of duties on behalf of HCCF.

Annually the HCCF Board Finance and Investment committee will review all insurance coverage and make recommendations for additions and modifications to insurance coverage.

XV. Records Management

The purpose of this policy is to achieve consistency in recordkeeping for HCCF and to provide that records are maintained per federal, state, and local government requirements.

The HCCF President shall appoint a custodian of records for HCCF. The custodian of records shall perform duties in accordance with state law and the policies and procedures of the HCC's records management program. Responsibilities of the custodian of records include the preservation, destruction, or other disposition of records, in accordance with the program.

Financial reports and federal income tax returns shall be maintained for at least seven years. Records relating to endowments, contributions, and scholarships shall be retained permanently. All other records shall be retained for as long as they are administratively valuable.

Oversight of the records management program is provided during the annual audit.

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XVI. APPENDIX

- A. Fund of Excellence
- B. Named Scholarship Agreement
- C. Endowment Agreement
- D. Grant Transmittal and Retention Letter
- E. HCC Named Facilities Agreement
- F. Donor Intent Paragraph
- G. Grant Assignment Paragraph
- H. HCC Named Program Agreement

APPENDIX A
Fund of Excellence

Houston Community College Foundation

FUND NAME

Fund of Excellence Acknowledgement

HCC DEPARTMENT hereby establishes a Houston Community College Foundation (“HCCF”), **NAME** Fund of Excellence (“FOE”). This **NAME** Fund of Excellence (“FOE”) with HCCF will be administered according to the following provisions:

1. The property composing gifts may be merged for investment purposes with the general investment assets of HCCF, but gifts designated to the **NAME** FOE shall be entered into the books and records of HCCF as the **NAME** FOE, and shall always be so designated.
2. The purpose of FOE is to provide funds in support of the mission of the **PROGRAM**. The FOE may be used, but is not limited to being used, to support the goals of the **PROGRAM**. Any gifts designated for and accepted into the **NAME** FOE from any donor are nonrefundable.
3. The Fund will support the **NAME** FOE which is in accordance with the policies established by the Board of Directors of HCCF and in accordance with The Texas Uniform Prudent Management of Institutional Funds Act, Texas Property Code 163.001 *et seq.*
4. Most overhead and administrative expenses incurred by the HCC Foundation are covered by Houston Community College. Therefore, rather than assessing an Administrative Fee, HCC Foundation instead places 4% of every restricted gift into the HCC Soar for Excellence Fund, which is an unrestricted fund designated to the greatest areas of need, further fulfilling the Foundation's mission of helping HCC students succeed by providing scholarships and grants.
5. Should the fulfillment of the purpose of gifts become impracticable, unlawful, impossible to achieve, wasteful, obsolete, or inappropriate, as determined by the Board of Directors of HCCF, then gifts should be used for the purpose most in keeping with the special interests as described in paragraph (2). However, the FOE shall always be retained as the **NAME** FOE in the books and records of HCCF.
6. Should (a) the Fund balance fall below \$500 and (b) no additions or disbursements have been made to the fund for three (3) consecutive years, the Fund shall be considered to be dormant and may be closed, with any residual funds reclassified to the HCCF unrestricted fund.
7. Any individual, corporation or foundation may make additions to the **NAME** FOE at any time with the following exception: if the program directly benefits a named individual then the named individual cannot make additions (contributions) to the **NAME** FOE.
8. The Primary and Secondary Contact will meet annually with HCC Foundation representatives, on or before September 1 of each year (the beginning of the fiscal year), to present, review, and approve a plan for spending for the upcoming current fiscal year. The spending plan will be reviewed and approved by the appropriate HCC College President or Dean or HCC Vice

NAME OF PROGRAM Fund of Excellence Acknowledgement

Chancellor.

9. The Primary and Secondary contact will receive an annual report annually of fund balance, contributions and expenditures.
10. Only the primary or secondary contact can request disbursements from the fund or make requests for fund balances through the fiscal year. The expenditure request must be approved by the HCC fund approver for disbursement. The primary or secondary contact will make best efforts to keep the HCC Foundation informed of changes to the fund contacts. HCC Foundation approves and/or authorizes all expenditures from the **NAME FOE**.
11. This Acknowledgement and the rights and benefits hereunder may not be assigned by any party without the prior written consent of the other parties, which consent shall be in the sole and absolute discretion of the non-assigning parties except that HCCF may assign its rights, benefits and obligations hereunder to HCC without requiring the consent of the Donors.

NAME OF PROGRAM Fund of Excellence Acknowledgement

The Primary Contact for the NAME FOE is:

Name:

Title:

Phone:

E-mail:

Address:

The Secondary Contact for the NAME FOE is:

Name:

Title:

Phone:

E-mail:

Address:

Houston Community College Fund Approver:

[INSERT NAME]

Date

[INSERT TITLE/Vice Chancellor, College President, Associate Vice Chancellor or Dean]

[INSERT ORGANIZATION OR PROGRAM NAME]

NAME OF PROGRAM Fund of Excellence Acknowledgement

Houston Community College Foundation:

David Regenbaum Date
Board Chair, HCC Foundation

Karen L. Schmidt, M.B.A., CFRE Date
President, HCC Foundation

FUND NUMBER	HCC FOUNDATION ASSIGNED SOLICITOR
For HCC Foundation Internal Use Only	Name of Program Director
COLLEGE or DISTRICT	COE or PROGRAM

APPENDIX B

Named Scholarship Agreement

Houston Community College Foundation

PRIVATE DONOR NAMED

Scholarship Fund Agreement

INDIVIDUAL or ORGANIZATION NAME hereby establishes a Houston Community College Foundation (“HCCF”), **NAMED** Scholarship. This **NAMED** Scholarship Fund with HCCF will be administered according to the following provisions:

1. The property composing gifts may be merged for investment purposes with the general investment assets of HCCF, but gifts designated to the **NAMED** Scholarship Fund shall be entered into the books and records of HCCF as the **NAMED** Scholarship Fund, and shall always be so designated.
2. The purpose of **NAMED** Scholarship Fund is to provide scholarship funds for:
 - a. **CRITERIA ONE**
 - b. **CRITERIA TWO**
 - c. *HCCF Scholarships can only be awarded for Semester Credit Hours and CEU courses. Non-credit and CEC courses cannot be awarded by the HCCF.*
3. This is in accordance with the policies established by the Board of Directors of HCCF and in accordance with The Texas Uniform Prudent Management of Institutional Funds Act, Texas Property Code 163.001 *et seq.*
4. Should the fulfillment of the purpose of gifts become impracticable, unlawful, impossible to achieve, wasteful, obsolete, or inappropriate, as determined by the Board of Directors of HCCF, then gifts should be used for the purpose most in keeping with the special interests as described in paragraph (2). However, the **NAMED** Scholarship Fund shall always be retained as the **NAMED** Scholarship Fund on the books and records of HCCF.
5. Should (a) the Fund balance fall below \$500 and (b) no additions have been made to the fund for two consecutive years, the Fund shall be considered to be dormant and may be closed, with any residual funds reclassified to the HCCF unrestricted fund.
6. Any individual, corporation or foundation may make additions to the **NAMED** Scholarship Fund at any time.
7. Donations are to be forwarded to the HCC Foundation at the address set forth below. All donations become the property of the HCC Foundation upon delivery and are non-refundable. This agreement is the entire agreement of donor and the HCC Foundation and supersedes in full any prior or contemporaneous written or oral statements of the parties or any course of conduct of the parties.
8. The primary or secondary contact will make best efforts to keep the HCC Foundation

PRIVATE DONOR Named Scholarship Fund Agreement

informed of changes to the fund contacts.

The Primary Contact for The Fund is:

Name: _____
Title: _____
Phone: _____
E-mail: _____
Address: _____

The Secondary Contact for The Fund is:

Name: _____
Title: _____
Phone: _____
E-mail: _____
Address: _____

Donor:

[INSERT DONOR NAME(S)] Date
Donor

PRIVATE DONOR Named Scholarship Fund Agreement

DONATIONS ARE TO BE SENT TO:

Houston Community College Foundation
3100 Main Street, Suite 12B12
Houston, TX 77002
www.hccsfoundation.org

Please contact HCC Foundation at 713-718-8595 for ACH or Wire transfers information.

Houston Community College:

[INSERT NAME] Date
[INSERT TITLE/President or Dean]
[INSERT ORGANIZATION OR PROGRAM NAME]

Houston Community College Foundation:

David Regenbaum Date
Board Chair, HCC Foundation

Karen L. Schmidt, M.B.A., CFRE Date
President, HCC Foundation

FUND NUMBER	HCC FOUNDATION ASSIGNED SOLICITOR
For HCC Foundation Internal Use Only	

NAMED Scholarship Fund_FUND NUMBER: #####

APPENDIX C
Endowment Agreement

Houston Community College Foundation

ENDOWMENT NAME

Endowed Fund Agreement

The, _____, of Houston, Texas hereby donate to Houston Community College Foundation (“HCCF”), a gift in the amount of \$ _____. We recognize that awards will be made only after the principal amount reaches \$25,000. We wish to create a permanent endowed fund with HCCF to be administered according to the following provisions:

1. The property composing our gift may be merged for investment purposes with the general investment assets of HCCF, but our gift shall be entered into the books and records of HCCF as the **NAME** Endowment Fund (“The Fund”) and shall always be so designated.
2. The fund will be administered by Houston Community College Foundation. The purpose of The Fund is to provide scholarship funds for:
 - a. **LIST ENDOWMENT AWARDING CRITERIA HERE.**
 - b. **LIST ENDOWMENT AWARDING CRITERIA HERE.**
 - c. **LIST ENDOWMENT AWARDING CRITERIA HERE.**
3. The amount available to be expended from The Fund each year will be determined in accordance with the policies established by the Board of Directors of HCCF and in accordance with The Texas Uniform Prudent Management of Institutional Funds Act, Texas Property Code 163.001 *et seq.*
4. Most overhead and administrative expenses incurred by the HCC Foundation are covered by Houston Community College. Therefore, rather than assessing an Administrative Fee, HCC Foundation instead places 4% of every restricted gift of principal into the HCC Soar for Excellence Fund, which is an unrestricted fund designated to the greatest areas of need, further fulfilling the Foundation's mission of helping HCC students succeed by providing scholarships and grants.
5. Should the fulfillment of the purpose of our gift become impracticable, unlawful, impossible to achieve, wasteful, obsolete, or inappropriate, as determined by the Board of Directors of HCCF, then my/our gift should be used for the purpose most in keeping with our special interests as described in paragraph (2). However, The Fund shall always be retained as a permanent endowment and known as the **NAME** Endowment Fund in the books and records of HCCF.
6. Any individual, corporation or foundation may make additions to The Fund at any time, and such additions shall be subject to the provisions of this instrument.

NAME Endowment Fund Agreement

7. Donations are to be forwarded to the HCC Foundation at the address set forth below. All donations become the property of the HCC Foundation upon delivery and are non-refundable. This agreement is the entire agreement of donor and the HCC Foundation and supersedes in full any prior or contemporaneous written or oral statements of the parties or any course of conduct of the parties.
8. The Primary and Secondary contact will receive an annual report annually of fund balance, contributions and expenditures.
9. The primary or secondary contact will make best efforts to keep the HCC Foundation informed of changes to the fund contacts.
10. This Agreement and the rights and benefits hereunder may not be assigned by any party without the prior written consent of the other parties, which consent shall be in the sole and absolute discretion of the non-assigning parties except that HCCF may assign its rights, benefits and obligations hereunder to HCC without requiring the consent of the Donors.

Please send donations to:

Houston Community College Foundation
3100 Main Street, Suite 12B12
Houston, TX 77002
www.hccsfoundation.org/donate

Please contact HCC Foundation at 713-718-8595 for ACH or Wire transfers information.

NAME Endowment Fund Agreement

The Primary Contact for The Fund is:

Name:

Title:

Phone:

E-mail:

Address:

The Secondary Contact for The Fund is:

Name:

Title:

Phone:

E-mail:

Address:

Donor:

[INSERT DONOR NAME]

Date

Donor

NAME Endowment Fund Agreement

Houston Community College Foundation:

David Regenbaum Date
Board Chair, HCC Foundation

Karen L. Schmidt, M.B.A., CFRE Date
President, HCC Foundation

FUND NUMBER	HCC FOUNDATION ASSIGNED SOLICITOR
For HCC Foundation Internal Use Only	

APPENDIX D

Grant Transmittal and Retention Letter



HOUSTON COMMUNITY COLLEGE
FOUNDATION

[INSERT DATE]

**HCC Foundation
Executive Committee**

David Regenbaum
Board Chair

Ryan McCauley
*Vice Chair of
Fundraising and Chair-Elect*

David D. Itz
*Vice Chair of
Governance*

Tracy Janda
*Vice Chair of
Board Relations*

Jeanne M. Perdue
Secretary

Cyrus Irani
Treasurer

Cesar Maldonado, Ph.D., P.E.
HCC Chancellor

Karen L. Schmidt, M.B.A., CFRE
HCC Foundation President

Mr. Qamar Zuberi
Manager, Grants and Contracts
Houston Community College
3100 Main (Mail Code 11C15-E)
Houston, TX 77002

Dear Qamar,

The HCC Foundation has received [INSERT AMOUNT] for the [INSERT GRANT NAME and PROGRAM NAME]. The HCC Foundation has transferred [INSERT AMOUNT] to the Grants, Contracts, and Restricted Funds Department after retaining [INSERT AMOUNT]. The grant agreement is attached.

Houston Community College Foundation (HCCF) hereby assigns without recourse the above-specified transferred amount of [INSERT AMOUNT] in grant funds to Houston Community College (Assignee) for the purposes listed in the grant agreement between HCC Foundation and [INSERT GRANTOR NAME]. As Assignee, HCC will abide by all terms and conditions of the Grant Proposal and this Agreement, as indicated by their acceptance of the Granted Funds. Further, the Parties understand and agree that HCCF is serving as a pass-through organization as part of its corporate purpose to support programs and services of HCC. By acceptance of the Granted Funds HCC, on behalf of HCCF, assumes and accepts sole responsibility for any and all requirements and liabilities for both HCCF and HCC that are created pursuant to this Grant Agreement.”

Sincerely,

Karen L. Schmidt, M.B.A, CFRE
President, Houston Community College Foundation
713-718-8496

HCC Approved by: _____
Name _____ Date _____
Title: HCC College President or Vice Chancellor

Attachment: [INSERT GRANT AGREEMENT NAME]



APPENDIX E
HCC Named Facilities Agreement

Houston Community College

PRIVATE DONOR NAME

Named Facilities Recognition for Remuneration

FACILITIES NAMING FOR REMUNERATION

1. **Acknowledgment.** In consideration for the **PRIVATE DONOR GIFT** as outlined in the attached **[INSERT GIFT AGREEMENT NAME]** agreement between the **PRIVATE DONOR and HCC Foundation**, Houston Community College will acknowledge the Gift by naming the **[INSERT AREA OR LOCATION TO BE NAMED, INCLUDING THE FACILITY TO WHICH IT BELONGS]** located at **[INSERT ADDRESS]** (“Facility”), the **[NEW NAME OF THE AREA OR LOCATION]** (“Naming”). The cost for the naming signage will be deducted from the gift amount. Before the Naming is erected, Donor shall demonstrate reasonable and timely payments. After the Naming is affixed, Donor will continue pledge payments in accordance with the foregoing schedule. Subject to the terms of this Agreement, the Naming will last **[for a minimum of 20 years or for the useful life of the Facility if the useful life is less than 20 years from the date of this agreement]**.
2. **Termination of Naming.** In addition to any rights and remedies available at law, HCC may terminate this Agreement and all rights and benefits of the Donor hereunder, including terminating the Naming:
 - a. In the event of any default in payment of the Gift as provided in this Agreement, or
 - b. In the unlikely event the HCC determines in its reasonable and good faith opinion that circumstances have changed such that the Naming chosen by the Donor would adversely impact the reputation, image, mission or integrity of the HCC and/or HCCF.Upon any such termination of this Agreement and/or the Naming hereunder, the HCCF and HCC shall have no further obligation or liability to Donor and shall not be required to return any portion of the Gift already paid. The HCCF, however, may in its sole and absolute discretion determine an alternative recognition for the portion of the Gift already received.
3. **Modification of Naming.** If during the useful life of the Facility, the Facility is transferred or conveyed from HCC, closed, deconstructed, destroyed or severely damaged, significantly renovated, upgraded, or modified; relocated, or replaced, then the Naming will cease. In such event, however, the Donor, if available, and in consultation with and as mutually agreed by HCCF and HCC, will have the right, for no additional payment, to have another available and equivalent HCC facility named after the Donor.

4. **Publicity.** For purposes of publicizing the Gift and the Naming, HCC and HCCF will have the right, without charge, to photograph the Donor and use the names, likenesses, and images of the Donor in photographic, audiovisual, digital or any other form of medium (the “Media Materials”) and to use, reproduce, distribute, exhibit, and publish the Media Materials in any manner and in whole or in part, including in brochures, website postings, informational and marketing materials, and reports and publications describing HCC’s and/or HCCF’s development and business activities.
5. **Assignment.** This Agreement and the rights and benefits hereunder may not be assigned by any party without the prior written consent of the other parties, which consent shall be in the sole and absolute discretion of the non-assigning parties except that HCCF may assign its rights, benefits and obligations hereunder to HCC without requiring the consent of the Donors.
6. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties with regard to the matters referred to herein, and supersedes all prior oral and written agreement, if any, of the parties in respect hereto. This Agreement may not be modified or amended except by written agreement executed by all parties hereto. The captions inserted in this Agreement are for convenience only and in no way define, limit, or otherwise describe the scope or intent of this Agreement, or any provision hereof, or in any way affect the interpretation of this Agreement.
7. **Governing Law and Venue.** This Agreement will be governed by and construed in accordance with the laws of the State of Texas without regard to any conflict of laws rule or principle that might refer the governance or construction of this Agreement to the laws of another jurisdiction. Subject to the sovereign immunity and any other defenses or immunities of HCC and/or HCCF under Texas law any legal proceeding brought in connection with disputes relating to or arising out of this Agreement will be solely and exclusively filed and heard in Harris County, Texas, and each party waives any objection that it might raise to such venue and any right it may have to claim that such venue is inconvenient.
8. **Houston Community College Board of Trustees Approval.** This Agreement and the recognition and naming provided for herein are subject to the approval by the HCC Board of Trustees and this Agreement will not be effective unless and until approved by the HCC Board of Trustees.

Signatures

Donor:

[INSERT DONOR NAME] Date
Donor
[INSERT ADDRESS]

Houston Community College Foundation:

David Regenbaum Date
Board Chair, HCC Foundation

Karen L. Schmidt, M.B.A., CFRE Date
President, HCC Foundation

Houston Community College:

Cesar Maldonado, Ph.D., P.E. Date
Chancellor, HCC

[INSERT NAME] Date
Chair, HCC Board of Trustees

FUND NUMBER	HCC FOUNDATION ASSIGNED SOLICITOR
For HCC Foundation Internal Use Only	

APPENDIX F

Donor Intent Paragraph

DONOR INTENT FOR SPECIFIC PROGRAM BUDGET ITEM.

"It is the Donor's desire and intent that all speaking and/or training engagements made as a part of the program supported by this gift/donation will be selected by the HCC program manager at the direction of the HCC Foundation and not HCC. The amount of this gift/donation designated by the Donor for this purpose is \$_____."

APPENDIX G

Grant Assignment Paragraph

Grant Agreement Assignee Paragraph to use when HCCF receives the donation and assigns the agreement to HCC.

“**GRANTOR NAME** hereby agrees that Recipient/Grantee may assign, without recourse, the Granted Funds in part or in full to Houston Community College (“HCC”) for use by the **HCC [PROGRAM NAME]** in accordance with the Grant Proposal and the terms of this Grant Agreement. As Assignee, HCC will abide by all terms and conditions of the Grant Proposal and this Agreement, as indicated by their acceptance of the Granted Funds. Further, the Parties understand and agree that Recipient/Grantee is serving as a pass-through organization as part of its corporate purpose to support programs and services of HCC. By acceptance of the Granted Funds HCC, on behalf of Recipient/Grantee, assumes and accepts sole responsibility for any and all requirements and liabilities for both Recipient/Grantee and HCC that are created pursuant to this Grant Agreement.”

APPENDIX H
Named Program Assistant

Houston Community College

PRIVATE DONOR NAME

Named Program Recognition for Remuneration

PROGRAM NAMING FOR REMUNERATION

1. **Acknowledgment.** In consideration for the **PRIVATE DONOR GIFT** as outlined in the attached **[INSERT GIFT AGREEMENT NAME]** agreement between the **PRIVATE DONOR and HCC Foundation**, Houston Community College (HCC) will acknowledge the Gift by naming the **[INSERT PROGRAM NAME example Center for Entrepreneurship Northwest]**. All **[INSERT PROGRAM NAME]** references by HCC in all instructional material, marketing, and promotional materials via print and digital, shall now be known as the **[INSERT RECOGNITION NAME WITH PROGRAM NAME example Glenda and David Regenbaum Center for Entrepreneurship Northwest]**. The signage will be located **[INSERT AREA OR LOCATION TO BE NAMED, INCLUDING THE FACILITY TO WHICH IT BELONGS]** located at **[INSERT ADDRESS]** (“Facility”), the **[NEW NAME OF THE AREA OR LOCATION]** (“Naming”). The cost for the naming signage will be deducted from the gift amount. Before the Naming is erected, Donor shall demonstrate reasonable and timely payments. After the Naming is affixed, Donor will continue pledge payments in accordance with the foregoing schedule. Subject to the terms of this Agreement, the Naming will last for a minimum of 20 years or for the useful life of the Facility and/or program if the useful life is less than 20 years from the date of this agreement.

2. **Termination of Naming.** In addition to any rights and remedies available at law, HCC may terminate this Agreement and all rights and benefits of the Donor hereunder, including terminating the Naming:
 - a. In the event of any default in payment of the Gift as provided in this Agreement, or
 - b. In the unlikely event the HCC determines in its reasonable and good faith opinion that circumstances have changed such that the Naming chosen by the Donor would adversely impact the reputation, image, mission or integrity of the HCC and/or HCCF.Upon any such termination of this Agreement and/or the Naming hereunder, the HCCF and HCC shall have no further obligation or liability to Donor and shall not be required to return any portion of the Gift already paid. The HCCF, however, may in its sole and absolute discretion determine an alternative recognition for the portion of the Gift already received.

3. **Modification of Naming.** If during the useful life of the Facility and or program, either is transferred or conveyed from HCC, closed, discontinued, deconstructed,

destroyed or severely damaged, significantly renovated, upgraded, or modified; relocated, or replaced, then the Naming will cease. In such event, however, the Donor, if available, and in consultation with and as mutually agreed by HCCF and HCC, will have the right, for no additional payment, to have another available and equivalent HCC facility and or program named after the Donor.

4. **Publicity.** For purposes of publicizing the Gift and the Naming, HCC and HCCF will have the right, without charge, to photograph the Donor and use the names, likenesses, and images of the Donor in photographic, audiovisual, digital or any other form of medium (the “Media Materials”) and to use, reproduce, distribute, exhibit, and publish the Media Materials in any manner and in whole or in part, including in brochures, website postings, informational and marketing materials, and reports and publications describing HCC’s and/or HCCF’s development and business activities.
5. **Assignment.** This Agreement and the rights and benefits hereunder may not be assigned by any party without the prior written consent of the other parties, which consent shall be in the sole and absolute discretion of the non-assigning parties except that HCCF may assign its rights, benefits and obligations hereunder to HCC without requiring the consent of the Donors.
6. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties with regard to the matters referred to herein, and supersedes all prior oral and written agreement, if any, of the parties in respect hereto. This Agreement may not be modified or amended except by written agreement executed by all parties hereto. The captions inserted in this Agreement are for convenience only and in no way define, limit, or otherwise describe the scope or intent of this Agreement, or any provision hereof, or in any way affect the interpretation of this Agreement.
7. **Governing Law and Venue.** This Agreement will be governed by and construed in accordance with the laws of the State of Texas without regard to any conflict of laws rule or principle that might refer the governance or construction of this Agreement to the laws of another jurisdiction. Subject to the sovereign immunity and any other defenses or immunities of HCC and/or HCCF under Texas law any legal proceeding brought in connection with disputes relating to or arising out of this Agreement will be solely and exclusively filed and heard in Harris County, Texas, and each party waives any objection that it might raise to such venue and any right it may have to claim that such venue is inconvenient.
8. **Houston Community College Board of Trustees Approval.** This Agreement and the recognition and naming provided for herein are subject to the approval by the HCC Board of Trustees and this Agreement will not be effective unless and until approved by the HCC Board of Trustees.

Signatures

Donor:

[INSERT DONOR NAME] Date
Donor
[INSERT ADDRESS]

Houston Community College Foundation:

David Regenbaum Date
Board Chair, HCC Foundation

Karen L. Schmidt, M.B.A., CFRE Date
President, HCC Foundation

Houston Community College:

Cesar Maldonado, Ph.D., P.E. Date
Chancellor, HCC

[INSERT NAME] Date
Chair, HCC Board of Trustees

FUND NUMBER	HCC FOUNDATION ASSIGNED SOLICITOR
For HCC Foundation Internal Use Only	