

**2017 Memorandum of Collaboration and Agreement
between
Mills College
and
The Alumnae Association of Mills College
(2017 MOC)**

This Memorandum of Collaboration and Agreement (the “MOC”) dated October 20, 2017 (the “Effective Date”), replaces a prior Memorandum of Agreement dated July 1, 2007, by and between Mills College (the “College”) and the Alumnae Association of Mills College (the “AAMC”).

PARTIES

The College is a California nonprofit corporation operating as an accredited institution of higher education.

Mills College Mission: Mills is an independent liberal arts college for women with graduate programs for women and men. The College educates students to think critically and communicate responsibly and effectively, to accept the challenges of their creative visions, and to acquire the knowledge and skills necessary to effect thoughtful changes in a global, multicultural society.

The AAMC is an independent 501(c)(3) corporation formed to “promote the interests of Mills College and its alumnae* and to engage in any other act or activity permitted under the California Nonprofit Public Benefit Law...” (AAMC Bylaws, Article II). The AAMC desires to remain independent of the College.

AAMC Mission: The AAMC is an independent, inclusive community actively promoting the interests of its constituency with information, participation, and life-long connections and learning. The AAMC encourages the growth of Mills as an undergraduate college for women and a graduate institution for women and men at the forefront of higher education.

* The word “alumnae” in this document refers to former Mills students regardless of gender who have completed the equivalent of one full-time semester at Mills as undergraduates or graduates, following the definitions provided in the AAMC Bylaws, Articles III and XVII.

TERM

The parties intend this MOC to remain in effect as long as the AAMC maintains its status as an independent nonprofit corporation, and as long as there are no changes to the missions stated above.

PURPOSE

The College and the AAMC wish for greater collaboration among their various constituencies, to plan better foundations for working together, and to achieve a sustainable economic model. Keeping the best interests of Mills students—undergraduate and graduate—always at the heart of our work, the parties intend to strengthen the College-alumnae relationship and meet the challenges posed by rapid changes in higher education. This agreement lays the groundwork for a revitalized collaboration between the AAMC and the College.

AGREEMENT

1. COMMUNICATIONS

A. Communications between the AAMC and the College

Regular and open exchange of information between AAMC and College representatives is essential to successful collaboration. Therefore, the AAMC and the College agree that:

- They will share financial reports on a regular basis.
- The College will share key messages with the AAMC so that messages communicated by AAMC representatives can be coordinated with the College's messaging.
- A representative of the College's leadership team (an officer or the president) will be invited to attend meetings of the AAMC Board of Governors.
- Representatives of the AAMC will be invited to attend staff meetings of the College's Office of Institutional Advancement (OIA) periodically. OIA's director of alumnae relations will be invited to attend all meetings as a non-voting member of the Board of Governors. In addition, regular meetings between AAMC representatives and OIA's Alumnae Relations Office will be encouraged.
- Representatives of the Board of Governors are welcome to meet with relevant College officers and program directors to discuss alumnae engagement opportunities.

B. Communications between the AAMC and alumnae

While the College manages and staffs key channels of communication with the AAMC's membership, the AAMC Board of Governors has the right to access those channels to communicate with members. The AAMC and the College agree that:

- Records of individual alumnae—including paper files, computer files, and archived materials containing contact, biographic, giving, and other information—are assets of the College and the College will provide the necessary resources to preserve them.

- The College will continue to publish the *Mills Quarterly* magazine on a quarterly basis and distribute it to all alumnae with a known mailing address. Each issue will contain space for the AAMC Board of Governors to share news and conduct AAMC business, including but not limited to the election of alumnae trustees and the marketing of AAMC travel programs. The amount of space and type of AAMC content in each issue will be determined through discussion between the AAMC and the College at the start of planning for each issue. The AAMC will meet the *Quarterly's* requirements for content deadlines and editorial standards.
- The AAMC will be invited to submit content for inclusion in each issue of the (*e*)*ucalyptus* email newsletter (or any successor email newsletter sent to alumnae); this content may be edited to fit the format of the newsletter.
- The AAMC may request that emails regarding AAMC business be sent to all alumnae with a known, useable email address through the College's email marketing system. AAMC emails will be subject to the College's email marketing protocols, including advance scheduling to avoid oversaturating the AAMC's and the College's shared audience. While it is anticipated that College communications staff will prepare these emails, if the AAMC hires a staff member deemed qualified by the College, that staff member may receive training and access for creating email campaigns.
- The AAMC may request email, phone, and mailing lists to contact alumnae directly, through its own channels, in compliance with the College's privacy policy and relevant privacy laws, as well as with College procedures and strategic considerations concerning scheduling of communications and messaging.
- The College will provide the AAMC president and a staff member with access to the College's database containing alumnae contact information and other administrative tools, along with appropriate training on access and requirements under the Family Educational Rights and Privacy Act.

2. FUNDRAISING

The College and the AAMC recognize the importance of respecting donors' wishes with regard to the intention of their giving and the need to work toward maintaining donors' trust and confidence that their gifts are used in accordance with their intentions. The College and the AAMC also understand the need to adhere to IRS rules and regulations which govern the acceptance and use of charitable donations.

A. Fundraising — Non-estate gifts

- The College will create a new fund identified as the AAMC Fund,

into which gifts designated to the “AAMC” or the “AAMC Fund” will be deposited by the College. Monies in the AAMC Fund will be transferred from the College to the AAMC at agreed-upon intervals, with the hope and expectation that a significant majority of those funds would be gifted to the College for purposes designated by the AAMC, in consultation with the College. It will be the AAMC’s purview to decide the frequency, amount, and purpose to which it would gift these funds to support the College.

- Annual gifts designated to the “AAMC Endowment” will continue to be handled as they are currently: processed and deposited by the College, and regularly transferred to the AAMC for the AAMC Endowment, as is required by industry best practices and IRS guidelines governing philanthropy to charitable, 501(c)(3) organizations.
- The AAMC will communicate that the “AAMC Fund” will be a primary fundraising vehicle for the AAMC. The AAMC and OIA will together develop an annual plan to time, design, and produce AAMC branded appeals to be mailed/emailed as often as once or twice per year, seeking gifts to support the AAMC via the AAMC Fund. Such mailings and appeals may also provide an option for alumnae to give to the Mills College Annual Fund (MCAF) for purposes such as undergraduate scholarships or Mills’ Greatest Need. The solicitation message and appeal schedule will be created in collaboration between the AAMC and OIA/MCAF, with the goals of minimizing potential donor confusion, providing alumnae with appealing giving opportunities, and maximizing the overall amount of support for the Mills community. The cost of design, production, and mailing will be borne by the AAMC.
- The AAMC may continue to raise funds by seeking in-kind contributions, operating a travel program for alumnae, and selling AAMC-branded merchandise.
- The AAMC governing body will not charge dues for membership in the association. However, alumnae branches and clubs may charge dues at their discretion to support their operations and programs.

B. Bequests — Estate gifts

- The College affirms that any bequests and estate gifts to the “AAMC Endowment” will continue to go to the AAMC’s endowment.
- Bequests directed toward the “AAMC” (i.e., not “AAMC Endowment”) will be processed and deposited into the “AAMC Fund” described above for transfer to the AAMC to be gifted back to the College in a meaningful and significant degree, in the best interests of the College.

- Requests directed to “Mills College” will continue to go to the College, for the specific purposes identified, if any.
- Requests, including gifts of a tangible nature, directed toward an ambiguous designation should be reviewed jointly by the vice president of OIA and the AAMC president for discussion and amicable resolution.

3. VOLUNTEER MANAGEMENT

The College and the AAMC acknowledge that alumnae have intimate connections with their peers, as well as unique and personal knowledge of student life at Mills. The College will foster alumnae volunteer involvement in ways that enhance the present and future welfare of the College. The AAMC and the College will work together to optimize staff and alumnae efforts to meet needs in the areas of admissions, student career development, alumnae career enhancement, and alumnae relations. Specific division of labor for volunteer management and volunteer assignments will be agreed by mutual consent through periodic meetings between the College and the AAMC leadership. Alumnae volunteer opportunities will include but not be limited to:

A. Admissions

- Building relationships with and welcoming prospective students during events such as admitted-student weekends and summer send-offs.
- Welcoming new students to campus at the start of the school year.
- Assisting with the College’s domestic and/or international student enrollment and admissions efforts in roles that may be required by the Admissions Office.

B. Student career development and alumnae career enhancement

- Developing alumnae-to-student mentoring and networking, which will be coordinated through the College’s Division of Student Life to assure best practices and relevant policies are adhered to and the needs of students met.
- Developing internships and job opportunities for students.
- Alumnae-to-alumnae mentoring and networking.

C. Alumnae relations

- Encouraging alumnae attendance at events.
- Supporting branches and clubs.
- Helping recruit volunteers such as class agents, class secretaries, reunion planners and workers, and club and branch leadership.

- Identifying potential alumnae to feature in communications and marketing.
- Stewarding of alumnae volunteers by other volunteers.
- Operating phone banks and phone trees to encourage alumnae attendance/involvement.
- Assisting College staff with developing and marketing volunteer engagement opportunities.

4. ALUMNAE AND STUDENT RELATIONS

The AAMC and the College agree to support links between Mills alumnae, alumnae participation in branches and clubs, and links between alumnae and students—and to provide a welcoming community on campus for all.

A. Links among Mills alumnae

To facilitate relationships among alumnae, the College will:

- Continue to provide a mechanism for alumnae to obtain contact and other information for each other through a printed directory, continued maintenance of an alumnae online community, or other similar tools.
- Market the Mills online community (or a similar tool) on a regular basis.

B. Alumnae participation in branches and clubs

To support and encourage active branches, the College and the AAMC will work together to:

- Identify and develop alumnae leaders for branches in different locations.
- Encourage branches to create shared leadership—including multi-generational leadership—that meets the needs of their alumnae community.
- Identify best practices that support and strengthen branches.
- Develop clear roles for the AAMC and OIA as they provide branches with funding and other support. To start, OIA will serve as a single point of contact for branches seeking support for events. OIA will inform the AAMC of branch events for which it is providing support.
- Share the College president's schedule of visits to branches and clubs, so that the AAMC president or another AAMC officer can join these branch/club events when possible. Both parties support the AAMC president's and officers' interest in maintaining relationships with and making visits to branches and clubs.

C. Links between alumnae and students

The AAMC and the College will seek to enhance linkages between alumnae and students by leveraging existing resources and communications and strengthening existing programs. These linkages will be coordinated with the College's Division of Student Life, in keeping with best practices, relevant policies, and the interests of students.

- The AAMC and the College will continue (and improve, when possible) their collaborative planning and support of alumnae/student events, such as Pearl M, Taco Tuesday, and Phenomenal Women of Color.
- The AAMC and the College will also collaborate in supporting Mills traditions and educating students about these traditions. Alumnae will be included in activities/curricula that orient students to Mills traditions.
- The AAMC, the College, and student officer(s) will participate in an annual planning meeting (or other mechanism) to evaluate these events' impact on and interest for students and to set schedules and budget plans for the year.
- The AAMC and the College will explore new areas of engagement between students and alumnae that help students build skills for life after Mills. These could include personal financial management sessions and career networking and mentoring.
- The AAMC and the College will research opportunities to develop a microgrant program to support Mills students, possibly funded by alumnae donations.

5. REUNION

The AAMC appreciates the College's support of the annual alumnae reunion ("*Reunion*"), which will continue to be a collaborative effort as in recent years.

- The College will support and organize Reunion.
- The AAMC president will participate in Reunion planning, with the Board of Governors engaged in a wide range of Reunion activities.
- Class gifts made at Reunion will be for the College, and the College will be active in soliciting gifts for the Annual Fund at Reunion. AAMC activities at Reunion will focus on gathering information about alumnae/alumni interests and expectations for the College and will not include any fundraising efforts, except for the permissible activities described under section 2 on fundraising.

6. REINHARDT ALUMNAE HOUSE

A. 1948 Agreement

In the spirit of renewed commitment to collaboration, the College and the AAMC acknowledge and reaffirm that in 1948 in exchange for the AAMC's gift of Reinhardt Alumnae House ("RAH") to the College, the College agreed that the AAMC would have the "exclusive use" of RAH. Specifically, the December 6, 1948, Agreement on Reinhardt Alumnae House ("*1948 RAH Agreement*") granted the AAMC the "exclusive use, rent free, of Reinhardt House for all reasonable purposes, with the understanding that [the AAMC] may permit other organizations to use Reinhardt House." The College and AAMC mutually affirm that Reinhardt Alumnae House is the home of the AAMC, and that it should be an accessible and welcoming environment to all Mills College alumnae. The AAMC and the College hereby agree to incorporate certain provisions of the 1948 RAH Agreement, as set forth below, into the MOC. To the extent that the 1948 RAH Agreement contains terms or provisions that may be construed as ambiguous, additional, or inconsistent with the terms set forth below, the AAMC and College agree that the following terms and provisions of the MOC shall govern.

B. Maintenance, utilities, insurance, and infrastructure

The College will continue to comply with its obligations under the 1948 RAH Agreement relating to routine maintenance, utilities, insurance, and infrastructure. The routine maintenance and utility costs payable by the College are: maintaining the infrastructure for water, electrical, and gas service; paying the AAMC's cost shares for water, light, heat, and gas; and maintaining a suitable campus connecting road to RAH.

The College will pay for insurance coverage for fire and similar hazards to the building but not for furnishings and other personal property owned by the AAMC. The insurance costs payable by the College include covering RAH under the College's fire and casualty insurance and naming the AAMC as an additional insured under the College's general liability policy, in both cases subject to standard deductions, which would be payable by the College.

The College will maintain campus infrastructure and operating systems for telephone and computer service to RAH, and it will provide routine maintenance of the surrounding grounds as needed for standard upkeep of landscaping features as well as to maintain the integrity of the building.

C. Annual review of RAH uses and space

- In no way abridging or amending the above and without

relinquishing any rights, going forward, the AAMC will confer with the College to reach written agreement about possible alumnae-focused programs that may reside at RAH as well as other uses of the space. The College and the AAMC, through representatives of its Board of Governors, will meet annually to address particular program needs, usage, and office configuration of RAH, as well as the use of non-office space such as the living room, kitchen, and gardens.

- The AAMC acknowledges that the College has maintained its alumnae relations program in RAH for the past several years, following the 2007 Memorandum of Agreement, as part of its ongoing commitment to serving Mills alumnae and the needs of the College. The AAMC acknowledges and affirms the importance of the College's alumnae relations program for Mills alumnae and the College. The AAMC further recognizes and acknowledges the significant commitment of the College alumnae relations staff in serving Mills alumnae and working with the AAMC to serve the College.
- It may be recommended in the future that interests be recorded as appropriate by governing laws.

D. Capital improvements

The College and the AAMC will work collaboratively, as each deems necessary and has funding available, to strategize and perform capital improvements in the building.

E. Furnishings, art objects, and other personal property

All furnishings, art objects (including the teapot collection), and other personal property housed in RAH or loaned to the College by the AAMC are subject to exclusive rights of ownership and control by the AAMC. As such, the AAMC assumes all risk of loss with regard to such furnishings and personal property and is responsible for obtaining insurance to cover such risk of loss. For the future, the parties acknowledge that individual donors sometimes choose to give items of personal property to the AAMC for the express purpose of making the items available for enjoyment and use by visitors to RAH. The parties further acknowledge their good faith commitment to observing this donor intent under the conditions referenced herein.

7. BOOKKEEPING and MUTUAL TRANSPARENCY

- With the goal of mutual transparency, the College will provide information about the number and amount of gifts processed for and deposited into the AAMC Fund and transferred to the AAMC, as well as such information for gifts to the AAMC Endowment.
- Correspondingly, the AAMC will provide the College with financial

statements, perhaps in conjunction with its annual 990 filing, to provide visibility into the AAMC's use of monies placed by the College into the AAMC Fund and the AAMC Endowment Fund.

- The College and the AAMC will leverage opportunities to maintain streamlined, efficient, and accurate processes to receive, record, and report fundraising activities in a way that is transparent, trackable, and measurable.
- The AAMC and the College will maintain their respective financial books and records in auditable form. Upon written request, each will provide the other with reasonable records.

8. SUPPORTING DOCUMENTS / HISTORY

This agreement was based on the efforts of an AAMC–Mills College committee that developed detailed *Points of Collaboration and Agreement* (submitted to the AAMC Board of Governors and the Mills College Board of Trustees in May 2017) for the implementation of the *AAMC–Mills College Compact* (approved by the AAMC Board of Governors and Mills College Board of Trustees in May 2016) and replacement of the *Memorandum of Agreement between Mills College and the AAMC* (dated July 1, 2007).

9. REVIEW and AMENDMENTS

Both parties agree that despite extensive research and outreach to a national network of small liberal arts colleges and a West Coast network of private colleges and universities, neither the AAMC nor the College has been able to identify any school whose alumni association fundraises on its own behalf or separately for purposes of making gifts to its respective school. This absence of any comparable or instructive models requires particularly thoughtful, collaborative planning and regular review of the points above. Hence, the College and the AAMC will jointly monitor the effects of fundraising operations on the amount of philanthropic support coming to the College as well as the costs of AAMC communications supported by the College. Both parties agree to amend this agreement as needed to utilize alternate fundraising and communications strategies and ensure optimal philanthropic support of the College.

This document and any provisions therein may be amended as necessary upon review and in order to attain mutual goals. Any amendment to this agreement must be in a written document signed by both parties.

10. DISCLOSURE

The means of dissemination of this agreement, or of the information contained in it, are subject to the mutual, reasonable approval of both parties. Approval by either party will not be unreasonably withheld.

11. AUTHORITY

The College represents to the AAMC that the execution, delivery, and performance of this agreement by the College have been duly authorized, and that the persons signing on behalf of the College are authorized to do so. The AAMC represents to the College that the execution, delivery, and performance of this agreement by the AAMC have been duly authorized, and that the person signing on behalf of the AAMC is authorized to do so.

12. DISPUTE RESOLUTION

In the event of a claim by either party to this agreement against the other party, claiming that the other party has violated the agreement, the parties agree to explore every reasonable means available to resolve the dispute, including non-binding mediation or arbitration.

The parties have executed this agreement as of the Effective Date.

Mills College

By _____
Katie Sanborn
Chair of the Mills College Board of Trustees

By _____
Elizabeth Hillman
President of Mills College

and

The Alumnae Association of Mills College

By _____
Viji Nakka-Cammauf
President of the Board of Governors