



Division of Continuing Education
& Community Engagement

Lifelong Learning Institute

Memorandum of Agreement

UW-Green Bay Division of Continuing Education and Community Engagement (CECE) and Lifelong Learning Institute (LLI)

The UW-Green Bay Division of Continuing Education and Community Engagement (CECE) and the Lifelong Learning Institute (LLI) organization mutually acknowledge the success of their long-standing collaborations.

This Memorandum of Agreement (MOA) and its Appendix A establish the working agreement between LLI and CECE.

LLI's Mission and Character

The parties agree that LLI is a UW-Green Bay affiliated organization, functioning in agreement with the rules and policies of the UW System. LLI has a distinct mission and is a member-directed, peer-led organization for adults that provides both non-credit learning and teaching opportunities to its members. LLI members have been responsible for development of this distinct character, and both parties agree that LLI will retain this responsibility with oversight of CECE. Additionally, both parties are committed to continuation of LLI's mission and character. LLI may include the campuses of Green Bay, Manitowoc, Marinette and Sheboygan.

Program Structure

The parties agree that UW-Green Bay will serve as the umbrella organization for LLI. As such, LLI is a program of CECE. However, LLI shall retain oversight of its own governance and curriculum as stipulated below. In addition, all LLI activities will retain the UW-Green Bay name, logo and branding.

Administration

The parties agree that LLI, in collaboration with the CECE Advisor, will provide administrative governance of its activities, including creation of bylaws, guidelines, and procedures as may be necessary and appropriate to carry out its mission and consistent with the rules and policies of UW-Green Bay and the UW System.

Fiscal and Program Responsibilities

The parties agree that Appendix A dated 5/12/2021 to this agreement provides guidance to both parties in outlining the framework for functional and fiscal responsibilities for non-credit courses and other educational opportunities, program development, logistics, marketing, special events,

membership management, communications, and administration associated with collaborative efforts between CECE and LLI. It will be reviewed annually and modified as appropriate, based on mutual agreement.

In collaboration with CECE, and in accordance with the LLI Manual of Procedures and Guidelines dated 5/12/2021, the parties further agree that LLI will retain oversight of curriculum development, including course offerings, course scheduling, course coordination, locations for the non-credit courses, LLI lectures and other member-directed events.

CECE shall retain the right to limit and direct the conduct and location of the class to maintain compliance with UW-Green Bay Policy as well as the rules established by the UW System. Prior to the establishment of any restrictions by CECE, the parties shall communicate to ensure that limitations are the least restrictive alternative and has minimal impact on the content of the course and the freedom of the presenter.

Membership Fees

The parties agree that there will be a membership fee for LLI and that membership fees will be collected and processed by CECE. Notwithstanding, neither CECE nor UW-Green Bay profess a fiduciary duty to collect the fees.

The parties agree that payment of the LLI membership fee is a mandatory prerequisite for participating in LLI activities.

Any change in the amount of the membership fee and/or its allocation will be jointly formulated and agreed upon by CECE and the LLI Board of Directors.

Financial Control

Funds generated through LLI shall be deposited into a University approved account and administered by the Finance Committee in conjunction with CECE. These funds shall be used for appropriate LLI needs as determined by the Board of Directors in consultation with CECE and in accordance with University policies and procedures. CECE will provide oversight of the LLI budget.

All program expenses associated with the delivery of LLI programs will be paid for out of the total membership fees collected. Personnel expenses for the Program Specialist, the CECE LLI Advisor and LLI's portion of the Marketing Manager will be charged to the LLI account for their time assigned to the LLI program.

Both parties agree that any funds collected by CECE for LLI must be processed and distributed consistent with the Policies and Procedures of UW System's Financial Administration.

CECE will alert the LLI Treasurer of UW policy changes when CECE is informed. LLI will maintain a contingency balance for unforeseen expenditures.

The parties further agree that the LLI Treasurer, in consultation with CECE, will keep an accurate account of the receipts and disbursements for this program account and prepare an annual report.

Reporting Lines

The LLI Board of Directors President reports directly to CECE Director of Education Outreach//LLI Advisor. In the absence of the LLI President, the LLI Vice President will report directly to the CECE Director of Education Outreach//LLI Advisor. Any LLI member, including those serving on the LLI Board of Directors will report directly to the Board of Directors President and/or Vice-President.

Meetings with Executive Officer of the Division of Continuing Education & Community Engagement

LLI President and VP may meet with Executive Officer by request up to four times per year to discuss the organizations health and key concerns. The CECE Executive Officer, Regional Executive CPE Manager/LLI Advisor, and LLI Program Specialist will participate in the meeting.

Requests for Data Analysis of Lifelong Learning Institute (LLI) Membership and Course data

All requests for modifying data, adding data, or analyzing data from the LLI Membership and Course files must be approved by the LLI Board in consultation with the CECE LLI Advisor. The LLI BOD must approve the selection of any outside organization or person who will conduct any data analysis of LLI Membership and Course data. The output reports from any data analysis are the property of LLI and may contain proprietary and confidential information, thus any member of the LLI BOD given access to this data must accept handling these reports in a secure and safe manner.

Liability and Assumption of Risk

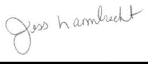
LLI shall be a not-for-profit and operated solely for the purpose set forth in Article II of the Bylaws. No member of the organization shall be liable for the debts, liabilities or other financial obligations of LLI, in accordance with UW System policies.

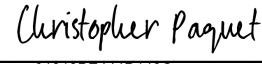
LLI shall be a program of UW-Green Bay, to include the campuses of Green Bay, Manitowoc, Marinette and Sheboygan. Liability protection is provided to LLI members/presenters who govern, coordinate or present LLI programs on or off campus while acting within their duties.

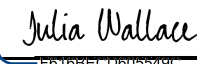
LLI agrees to have a completed and signed Agreement for the Assumption of Risk, Indemnification and Release for each member that will be participating in any class or activity that may involve an inherent risk of injury. This includes any physical activity related to participation in LLI activities, which carry with them certain inherent risks that cannot be eliminated regardless of the care to prevent injuries. These documents will be retained for not more than three years on the UW-Green Bay campus and/or via electronic files. All participants must have a completed and signed form in possession of UW-Green Bay prior to participating any class or activity. LLI members and volunteers understand the importance of this requirement and will adhere to its requirements.

Review and Termination Rights

The parties agree that the relationship between CECE and LLI is mutually beneficial, that the relationship will be reviewed annually by LLI and CECE, and that either party may terminate the relationship at any time upon six months' advanced written notice to the other party. The MOA will be reviewed annually, prior to the LLI Annual Meeting.

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X _____ Date: 7/10/2023 | 11:01 AM CDT
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Jess Lambrecht, Executive Officer
University of Wisconsin-Green Bay
Division of Continuing Education and Community Engagement

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Christopher Paquet, Assistant Vice Chancellor
University of Wisconsin-Green Bay
Policy and Compliance

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X _____ Date: 7/10/2023 | 10:25 AM CDT
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Julia Wallace, President 2022-2024
Lifelong Learning Institute

Reviewed:

3/12/2012
8/25/2014
2/25/2015
5/24/2018
9/30/2020
5/12/2021
8/23/2021
6/26/2023



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Memorandum of Agreement Appendix A

UW-Green Bay Division of Continuing Education and Community Engagement (CECE) and Lifelong Learning Institute (LLI) Functional Relationship: A Summary

Background

Lifelong Learning Institute (LLI) is a volunteer, peer-led membership organization that provides participatory courses, social events and other enrichment opportunities for adults. It is sponsored by UW-Green Bay's Division of Continuing Education and Community Engagement (CECE) since 1991.

Membership

Adults can join LLI for an annual membership fee from July 1 through June 30. New members that join LLI for the spring semester can do so at a semester only fee with membership going through June 30.

Membership gives access to a wide array of enrichment and learning opportunities, which are developed and delivered by members and volunteers of LLI. CECE staff receives and processes membership payments and maintains the member database. Membership revenue is collected and all LLI expenses are processed through the University account.

Governance

LLI has bylaws and a volunteer-based governance structure and operates under those. LLI operates under the policies and procedures of UW-Green Bay and UW-System. A UW-Green Bay CECE Advisor to LLI serves as the liaison to ensure compliance with policies and procedures.

Programming

LLI's Curriculum and Social Committees are responsible for the programs developed for members, including non-credit courses, special events, socials and special lectures.

Activities

UW-Green Bay CECE

Receives and administers funding from LLI membership revenues

Coordinates overall membership correspondence

Provides administrative infrastructure to LLI

- UW Staff advisor/consultant
- Dedicated support staff
- Member database
- Office services and resources
- Use of a minimum of two campus classrooms in Green Bay and one campus classroom in Manitowoc, Marinette and Sheboygan
- Tax-exempt and contract purchases of services, rental agreements, supplies and equipment
- Program registration, including online registration

Provides program support to LLI

- Access to UW-Green Bay content experts
- Access to UW-Green Bay facilities and resources
- Schedules and arranges facilities for courses

Manages program logistics

Marketing support

- Design, printing and distribution of marketing and communications materials
- Website updates and maintenance
- Email communication to members
- Newsletter
- Social Media
- Special events and activities

LLI

Funds the peer-led, member-driven organization

Maintains a governing Board and committees

Develops and facilitates programming for members

- Non-credit courses
- Social events

Advises on LLI publications and promotions

Contributes to content of LLI Newsletters

Offers suggestions on day trips and overnight travel to CECE

Serves as ambassadors for the University