

## Gift Acceptance Policy

# Preamble

***The mission of Francis Parker School is to create and inspire a diverse community of independent thinkers whose academic excellence, global perspective, and strength of character prepare them to make a meaningful difference in the world.***

Francis Parker School (Parker or School) is committed to providing the necessary support to ensure that each student's educational experience is truly reflective of Parker's mission and values. To this end, Parker encourages philanthropic support from the entire Parker community and seeks to foster a culture of giving. Every donor and gift, no matter the size of the gift, is critical to ensuring that Parker fulfills its commitment to students both now and in the future. Thank you in advance for your support.

The Gift Acceptance Policy (GAP) was created and approved by the Parker Board of Trustees (Board) in 2013, with the assistance of the Board's Development Review Committee (DRC) and Parker's Advancement Office (Office). The Board and/or DRC are responsible for approving and/or making exceptions to the GAP.

The purpose of the GAP, set forth below, is to provide guidance to donors and those individuals at Parker who are involved with the planning, solicitation, acceptance, and stewardship of philanthropic gifts. In order for Parker to ensure the highest standards of conduct for fair, accurate, and ethical fundraising, the GAP applies to all gifts. There will undoubtedly be donor or gift situations that are not contemplated by the GAP, which will require special review by the Office, DRC and/or the Board. We highly encourage donors who are contemplating a gift to Parker to contact the Office prior to making the gift. In all circumstances, Parker will act in a manner that honors its mission and meets or exceeds industry practices for proper stewardship and ethical behavior.

Parker encourages prospective donors to seek independent legal, accounting, tax, and other professional counsel in all matters relating to their philanthropic giving, including but not limited to issues regarding income or transfer-tax planning. Parker does not provide such counsel.

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## **Thank You**

## **Gift Acceptance Policy**

### **I. Policy**

#### **A. Overview**

1. All donors are responsible for adhering to the GAP.
2. A donor is a person, group, or organization (Donor) that makes and/or plans to make a charitable contribution to Parker.
3. Donor must fulfill any gift commitment made to Parker.
4. Office is responsible for the administration of all gifts in accordance with the GAP.
5. DRC provides the necessary oversight and review of all gifts to ensure that gifts are made in accordance with the GAP.
6. Any discussion regarding a Donor's gift is confidential.
7. Board's Investment Committee provides oversight for all investment activities carried out in accordance with the Board's Endowment Fund Investment Policy Statement (IPS) and ensures that Parker's endowment serves the School's long-term best interests.
8. All actions taken by Parker in regards to the GAP are subject to review by the DRC and/or Board, as appropriate.
9. In the event of a conflict between the current GAP and any prior agreements, documents, communications, or understandings related to a gift, the terms and conditions of the current GAP will govern and control.

#### **B. General Provisions**

1. Gift must support Parker's mission.
2. Gift must conform to federal and state tax laws and regulations related to charitable giving.
3. Gift will not be accepted if deemed harmful to Parker's general welfare or reputation, or imposes an unreasonable administrative burden.
4. Gift must be given as an irrevocable transfer of money or property with no rights reserved by the Donor.
5. Gift must be delivered to the Office by hand, or made directly by mail or electronic transfer.
6. Gift made in one fundraising campaign will not be transferred to another campaign.
7. Gift made in support of current-use financial assistance and/or professional development through the annual Parker Gala in which no goods or services are received will be recognized as a gift to Parker.
8. Purchases of School-donated auction items with a net value of at least \$10,000 (e.g., parking spaces) made during the annual Parker Gala will be recognized as a gift to Parker.
9. Memorial or honorary gifts made as a tribute to an individual will be accepted.
10. Tuition is not considered a gift.
11. Gift will not be accepted when it is made with the donor's condition that proceeds will be spent by the School for the personal benefit of a named individual.
12. All gifts are subject to review and approval by the DRC.

#### **C. Designated and Undesignated Gifts**

1. A designated gift is a gift designated by the Donor to be used for one or more of the School's funding priorities.

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2. Gift designated to a discrete program (e.g., robotics, global studies, athletics, music, etc.) will be used to off-set the current fiscal year budget for that specific program. If the gift amount is in excess of the program's current fiscal year budget, then the additional monies will be allocated according to the greatest needs of Parker.
3. Gift designated to the endowment will be invested in accordance with the IPS. Investment earnings, appreciation, or interest earned on gifts, even if accrued during a fundraising campaign period, will not be counted for gift recognition purposes nor used towards a Donor's outstanding pledge commitment.
4. An undesignated gift is a gift that has not been designated by the Donor for one or more of the School's funding priorities.
5. An undesignated gift, except for a planned gift, will be used at the Board's discretion.
6. Parker strongly discourages gift-designation changes. A gift-designation change will only be accommodated within the fiscal year the gift is donated. The Office must approve all gift-designation changes.

### **D. Gift Fee and Commission**

1. Twenty percent gift donation fee is applied to all James Alan Rose Art Gallery purchases. The fee is designated to the Gallery.
2. Donor or charitable trust must pay any fees (e.g., professional counsel, tax advisor, etc.) related to a gift to Parker.
3. Parker will not pay any fee or commission to any individual, group, or entity for directing a gift or completing a gift instrument to Parker.

### **E. Donor Recognition**

1. Donor will be recognized for the total value of all gifts, including third-party entity gifts made on behalf of Donor, that have been received by Parker during the fiscal year in which the gifts were given.
2. Donor will be recognized for the full amount of all gifts and pledges made during a campaign period.
3. Donor will be recognized as a member of the School's Legacy Club if Donor notifies the Office of a planned gift to Parker.
4. Donor recognition signage for named physical spaces must conform to Parker's design standards.
5. If a named physical space is rebuilt, renovated, or demolished as part of on-campus construction less than 50 years after the date the space was named, a comparable space will be provided to Donor for naming.
6. A named physical space that is demolished or destroyed by natural disaster or fire less than 50 years after the date the space was named, the rebuilt space will be provided to Donor for naming.
7. Donor will be recognized for the face value of irrevocable or revocable planned gifts as long as the Donor or Donor's estate provides Parker with appropriate documentation (e.g., fully-executed copy of the School's bequest form, beneficiary designation form, current asset statement, etc.).
8. Donor and honoree will be recognized for any memorial or honorary gifts.

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9. Parker has full discretion to determine the manner in which the Donor and/or honoree is honored (e.g., name plate in a book, communication in a magazine, etc.).
10. Anonymous gifts will be recognized as "anonymous" in donor reports under the appropriate giving category.
11. Donor who has made total lifetime cash gifts of at least \$1,000,000 will be recognized as a member of the 1912 Society.
12. Donor who has made total lifetime cash gifts between \$250,000-\$999,999 will be recognized as a member of the Generations Circle.
13. Donor who has made total lifetime cash gifts between \$100,000-\$249,999 will be recognized as a member of the Colonel Francis W. Parker Society.
14. Donor who has made total lifetime cash gifts between \$50,000-\$99,999 and is a parent or grandparent of an alumnus/na will be recognized as a member of the Quatrefoil Society.
15. Donor who has made gifts for four or more consecutive years will be recognized as a member of the Loyalty Club.

### **F. Special Circumstances**

1. Any proposed gift from a Donor with no prior affiliation to Parker will not be accepted during the period when a member of the family is being considered for admission to Parker.
2. Gift from current or former Board and/or Board Committee member, and/or member's affiliated business or personal organization(s) which will be recognized by a named endowed fund or physical space, or for which the Donor will receive a special benefit/access will be reviewed by the DRC.

## **II. Types of Gifts and Giving Methods**

### **A. Overview**

1. Parker accepts:
  - Cash in U.S. dollars only, check, credit card, and stock gifts;
  - Third-party entity gifts;
  - Real estate gifts;
  - Tangible personal property gifts;
  - Planned gifts, either revocable or irrevocable (e.g., bequests, retirement plans, insurance policies, charitable remainder trusts [CRTs], charitable lead trusts [CLTs], and charitable gift annuities); and
  - In-kind gifts.
2. Office will provide written acknowledgement and gift receipt within 48 hours of the receipt of the gift.
3. In the event a Donor elects to make a lump-sum gift for a specific use or fund (e.g., creating an endowed fund, naming a physical space, etc.), the terms of such gift must be mutually agreeable and memorialized in writing by Parker.

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### **B. Stock Gift**

1. Stocks, bonds, or any other securities can be transferred to Parker as a gift.
2. The value of a stock gift is the average of the high and low value of the stock on the date the gift is received by Parker's brokerage firm.

### **C. Third-Party Entity Gift**

1. A third-party entity gift is a gift made by a private foundation, donor-advised fund, or private company.
2. Third-party entity gift is credited to the entity making the gift.
3. Third-party entity gift will reduce a Donor's pledge commitment to Parker unless prohibited by law or the third-party entity.
4. In the case of a matching gift by a third-party entity, the gift will be restricted for the same purpose as the Donor's original gift was made, unless prohibited by the entity.
5. Donor must complete all necessary documentation for any third-party entity gifts.
6. Donor cannot receive a good or service in exchange for a third-party entity gift made on Donor's behalf.

### **D. Real Estate Gift**

1. A real estate gift is a gift of any commercial or residential property.
2. A real estate gift must have minimal net value of \$100,000.
3. The value of Donor's real estate gift is equal to the net proceeds of the sale only.
4. Donor must provide and pay for a certified inspection, and provide documentation of the deed, tax bill, plot plan, zoning status, and title insurance policy.
5. Real estate gift must be unencumbered unless approved by the DRC.
6. Real estate gift will reduce a Donor's pledge commitment to Parker.
7. Parker has sole discretion to keep or liquidate a real estate gift.

### **E. Tangible Personal Property Gift**

1. A tangible personal property gift is a gift of any physical, "touchable" asset such as an antique, artwork, gem, etc.
2. Donor must provide and pay for a qualified independent appraisal of the gift, and provide documentation of title and ownership.
3. Gift to Parker's libraries or archive must meet the Collection Policy criteria for those entities.
4. Parker has sole discretion on the placement and/or disposition of a tangible personal property gift.

### **F. Planned Gift**

1. A planned gift is a gift made during the lifetime or at the death of the Donor, as part of a Donor's overall financial and/or estate planning.
2. Donor should notify the Office of Donor's intention to include Parker in Donor's estate plan.
3. Only a charitable lead annuity trust (CLAT) may be used to fund a current capital project.
4. Parker must be the sole beneficiary to act as executor or trustee of a Donor's estate.

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5. Parker must be named owner and sole beneficiary of an insurance policy gift for the Donor to receive credit for the insurance policy gift.
6. In the event that Parker is named as a beneficiary of a life insurance policy with no surrender cash value (e.g., term policy), no value will be assigned to the gift until it is realized by Parker.
7. Parker can terminate a paid-up insurance policy and receive the asset.
8. Parker may serve as trustee or co-trustee for a CRT and/or CLT if:
  - Trust has a minimal value of \$100,000;
  - Parker is designated as a minimum fifty-one percent irrevocable beneficiary; and
  - Trust has no more than two income beneficiaries who are at least sixty (60) years old.
9. Gift annuity may be established at Parker if:
  - Gift annuity has a minimal value of \$10,000; and
  - Gift annuity has no more than two income beneficiaries who are at least 60 years old at the time the gift annuity is established.  
(Parker adheres to the suggested gift annuity rates published by the American Council on Gift Annuities.)

### **G. In-Kind Gift**

1. An in-kind gift is a contribution of a good or service other than cash (e.g., hosted dinner party, athletic equipment, technology, supplies for a global trip, etc.).
2. Formal recognition of in-kind gifts will only be given if the gift has a fair market value of at least \$10,000 and has been solicited by the Office.
3. Formal recognition includes an acknowledgement letter of the item donated, entry of the gift in Parker's fundraising database with a zero value, and inclusion of the gift on Parker's IRS Form 990 and donor reports.
4. In-kind gift not solicited by the Office may be formally recognized if expressly approved by the DRC.
5. In the case of an in-kind gift not solicited by the Office, a Donor may request an acknowledgement letter for the item donated.

### **H. Making a Pledged Gift**

1. A pledged gift is a promised financial commitment over a certain amount of time.
2. Pledged gift must be at least \$2,500 and accompanied with a fully-executed gift agreement.
3. Pledged gift may be paid in installments up to a five-year period for gifts of \$5,000 and above and up to a three-year period for gifts of \$2,500-\$4,999.
4. Donor cannot make a pledged gift on behalf of a third-party entity.
5. Donor who has made a one-time or multi-year pledged gift of at least \$25,000 to one of Parker's endowment funds may apply a new one-time or multi-year pledged gift of at least \$25,000 to reach the minimum to endow a named fund, provided:
  - a) Aggregate amount paid or pledged must be the minimum amount to name an endowed fund.
  - b) New one-time or multi-year pledge gift is made within five years of the first gift or pledge, and is designated to the same endowment fund as the original gift.
  - c) Fully-executed gift agreement is on file with Parker.
  - d) Donor is current with pledged payments.

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6. In the event the Donor is unable to fulfill a pledged gift pursuant to the gift agreement, the Donor must request in writing a modification of the payment schedule at least 30 days prior to the next pledge payment due date. The notice is subject to review and approval by Parker.
7. Parker has sole discretion to reassign or remove any naming opportunity rights associated with a pledged gift in the event the Donor does not fulfill Donor's commitment.
8. Parker will take reasonable steps to collect on any unfulfilled pledged gifts.

### **III. Naming Opportunities**

#### **A. Overview**

1. Parker provides naming opportunities for scholarships, merit awards, professional development and teaching fellowship grants, faculty chairs, designated programs, general support, and physical spaces.
2. Naming opportunities above, except for physical spaces, are created through an endowed fund.
3. Naming opportunities are determined by the current priorities and needs of Parker.
4. Naming gifts generally range from \$50,000 to \$15,000,000 for physical spaces and buildings, and \$50,000 and over for endowed funds that will honor the Donor in perpetuity.
5. Donor's proposed name is subject to approval by Parker.
6. Donor's proposed name in the name of another individual, group, or entity must have the written consent of the individual, group, or entity being honored.
7. An endowed fund or physical space to be named in honor of a current employee of Parker will be named after the employee is no longer employed at Parker.
8. A written request to change or remove a name is subject to approval by Parker.
9. Donor or honoree is responsible for any expenses associated with the change or removal of the name.
10. Donor must exercise Donor's gift naming rights within five years of the execution of the gift agreement.
11. Parker reserves the right to remove any name that is not consistent with its mission.
12. Parker reserves the right to select the recipient of a named gift.

#### **B. Endowed Fund**

1. An endowed fund is an invested gift where only the income earned on that gift may be spent for a specific purpose as determined by Parker.
2. Principal or corpus, proceeds, and allocation of any endowed fund will be managed by Parker.
3. Endowed fund is named only when twenty percent of the gift has been received.
4. Endowed fund for a scholarship, merit award, or professional development grant must have a fund balance of at least \$100,000 before the distinction is awarded.
5. Faculty chair or teaching fellowship grant funds must be at least fifty percent funded before the distinction is awarded.



*as far as the mind can see*

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6. Designated program fund must be at least seventy-five percent funded before the program is publically named.
7. Donor may request a financial report of the endowed fund at the end of the fiscal year.
8. Parker reserves the right to request an alternative role for an endowed fund that no longer meets the needs of Parker from a Donor.

### **C. Physical Space**

1. A physical space is a building or space designed for teaching, learning, performance, or athletics.
2. Physical space will be named when fifty percent of the gift is received.
3. Donor may decide when to make the name of a physical space public.
4. Parker will maintain the space and keep it in good-quality condition.

## **Thank you**

Thank you for your support and commitment to Parker. If you have any questions about the GAP, please contact the Office at 858 /569-7900.

Approved by: Development Review Committee

Revised Dates: August 28, 2013/May 19, 2014/November 7, 2014/May 5, 2015/May 10, 2016/May 2, 2017/May 1, 2018/April 9, 2019/April 21, 2020/May 11, 2021

Approved by: Board of Trustees

Revised Dates: September 5, 2013/May 19, 2014/December 1, 2014/May 18, 2015/May 23, 2016/May 23, 2017, May 21, 2018/May 13, 2019/May 25, 2020/May 24, 2021