

June 6, 2017

## **ST. MATTHEW'S PARISH SCHOOL GIFT ACCEPTANCE POLICY**

St. Matthew's Parish School (the "School") is deeply appreciative of all donors who choose to make it a priority when planning their charitable contributions. The school gladly accepts donations for support of its students, programs and facilities that are in keeping with the mission, strategic plan and standards of the School.

The purpose of this Gift Acceptance Policy (the "Policy") is to govern the School's acceptance of gifts and provide guidance to prospective donors and their advisors when making gifts to the School. The School's Board of Trustees (the "Board") is responsible for overseeing the implementation of the Policy, in coordination with the Head of School, the Director of Development and Alumni Relations and the Gift Acceptance Committee (as described below).

### **Mission Statement and the Character Covenant**

The School's Mission Statement provides that:

St. Matthew's Parish School, an Episcopal day school, is an integral part of the Parish of St. Matthew, serving children and families of the parish and larger community. The school provides an excellent education through a challenging, caring and balanced program. Our purpose is to affirm that we are all children of God and to nurture intellectual, creative, spiritual and ethical individuals who serve, lead and flourish in an ever-changing world.

The School also strives to operate in accordance with the five principals of its Character Covenant: Respect, Responsibility, Empathy, Honesty, and Fairness, and in accordance with its Diversity Statement.

All charitable giving at the School must be consistent with and intended to further the School's aims of fulfilling these ideals.

### **The Gift Acceptance Committee**

A Gift Acceptance Committee shall be established and will be responsible for:

- evaluating and determining the disposition of all Naming Opportunities (as defined below), Memorial Designations (as defined below) and donor recognition opportunities;
- determining the appropriate terms and conditions of, and approving the final forms of, any donor agreements;
- reviewing and establishing, as appropriate, donor recognition levels;
- determining whether to accept the conditions attached to any restricted gifts;
- deciding whether to accept any gift that does not fall within the guidelines set forth below;
- considering whether to waive the application of this Policy (or particular aspects of it), and granting such a waiver, with respect to any particular gift;

- carrying out the responsibilities specifically delegated to it in this Policy; and
- advising on any other questions or deliberations on proposed donations to the School requested by the Board or Head of School.

The Gift Acceptance Committee shall be made up of the Head of School, the Director for Development and Alumni Relations, and the Chairs of the Development Committee of the Board. The Board may also appoint to the Gift Acceptance Committee such other members of the school community as it shall deem appropriate from time to time.

### **Confidentiality and Privacy**

In the course of discussing major gift prospects for the School, volunteers, trustees, employees, consultants and fund-raising committee members will, on occasion, discuss information of a personal and financial nature concerning donor prospects. The following guidelines are established to affirm the School's commitment to protect the privacy, dignity and trust of its benefactors, friends and prospective donors. The School requests that all fundraisers at the School agree to follow these policies to the extent that they receive such information in the course of carrying out their duties. These confidentiality and privacy policies are intended to further the mission of the School and to protect and respect the rights of donors and the School.

1. All fundraising-related discussions concerning major gift donor prospects are strictly confidential.
2. All information concerning financial capability, past giving patterns, specific gifts, and personal disclosures about giving interest, is confidential.
3. Permission to publicly recognize a donor and his/her gift, including the recognition level of the gift (i.e., Vanguard, Headmaster, etc.), is assumed unless otherwise requested by the donor.

The School places the highest priority on protecting the privacy of its donor information. The School does not sell, rent, loan or trade a donor's personal or biographical information to any third party. All copies of documents with this information are strictly controlled and accounted for to avoid inadvertent distribution of them.

### **Assisting Donors with Planning**

The School's role is to offer general information to a donor who is considering a donation to the School. Any gift illustrations or economic modeling of gifts prepared by the School will be general and for informational purposes only and donors are strongly encouraged to consult with their attorneys, tax and financial advisors in any and all aspects of the contemplated gift. The School does not advise donors as to their own tax and estate planning.

Donors are advised that the donor will be responsible for any related transaction costs, including but not limited to costs of securing appraisals (where required), as well as the cost of the donor's advisors.

### **Types of Gifts and Determination of Amount**

The following types of gifts may be accepted by the School, provided that the restrictions and/or conditions discussed below apply. The School will assume that it may publicly recognize the donor and

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the amount of the gift, unless the donor makes a specific request for anonymity (see below under “Gifts and Donor Acknowledgement”).

- Gifts of Cash - The School will accept gifts of cash in any amount. The School will credit the donor for the full amount of the cash gift.
- Gifts of Securities - The School will accept gifts of marketable securities in any amount. The School will accept gifts of non-publicly traded securities only upon the approval of, and subject to any conditions established by, the Gift Acceptance Committee. It is the policy of the School to sell securities as soon as possible upon receipt of the securities in the School’s account. Neither the School nor its agents hold securities transferred to the School’s accounts as a gift in order to optimize market sale value. The School will credit the donor with the actual sale price of the securities sold by the Schools agents or brokers.
- Bequests – The School will accept bequests of all gifts that are in accordance with the School’s policy. Donor will be recognized upon notification of intent to make the bequest to the School. Donor credit will be given upon receipt of any bequested items.
- Gifts of Income Interests – The School will accept a gift of income interest provided that there is no management responsibility or fees associated with the gift. The School will credit the donor with the full amount of income received each year in the amount that is received.
- Gifts in Kind – Gifts in kind are tangible gifts other than cash, securities or real property and can include, but are not limited to, items such as tickets, jewelry, art, antiques, furniture, automobiles, equipment, etc. The School will accept gifts in kind with the approval of the Head of School or the Gift Acceptance Committee. Generally, gifts in kind will be accepted only if readily saleable or are otherwise useful to the School’s educational program as determined by the Head of School. If (i) the gift in kind is outside the ordinary course for the School (and, for clarity, donations of items to be sold at the annual School benefit auction will not be viewed as outside the ordinary course) and has a value in excess of \$5,000, or (ii) regardless of value, the donor wishes to attached conditions to the gift in kind (for example, requiring that the gift be used or displayed in a particular manner or that the gift cannot be sold by the School), the donor and the School will enter into a donor agreement to memorialize any such conditions. The School will issue a receipt acknowledging a gift in kind; no monetary value will be assigned in the written receipt unless agreed upon in advance or otherwise required by tax regulations. Any appraisal of the value of the fair market value of the property will be at the expense of the donor and the charitable deduction valuation is the responsibility of the donor.
- Gifts of Remainder Interests – The School will accept a gift of a remainder, whether transferred by lifetime gift or bequest, and without regard to the age of the income beneficiary, provided that the School has no management responsibility for the period prior to taking possession of the remainder. The School will credit the donor for the actuarial value of the remainder. The donor will only be credited for gifts that are irrevocably vested in the School or upon actual receipt of the remainder.
- Gifts of Real Property – The School will accept gifts of real property as approved in advance by the Gift Acceptance Committee on a case by case basis. Generally, the School will accept an outright gift of real estate or a remainder gift in real estate, provided that the value is significantly in excess of any mortgage, and that it is established that the real estate is immediately saleable – unless the property is to be used by the School – and that the interim ownership of the property will not create the risk of imposing liability under federal or state environmental, housing or other

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relevant law. The cost of any reviews, appraisals, inspections or audits required to establish the acceptability of the property will generally be an expense of the donor.

After determination that the gift of real estate is acceptable, the School will undertake the immediate sale of the property in most cases and the donor will receive a credit for the cash realized from the sale (net of any fees, brokerage commissions, or other costs). Any appraisal of the value of the fair market value of the property will be at the expense of the donor and the charitable deduction valuation is the responsibility of the donor.

- **Corporate Matching Gifts** – Through corporate matching gift programs, a donor’s employer may double or increase a donor’s personal gift. Matching gifts from a donor’s employer will be considered unrestricted and will be combined with a donor’s personal gift for purposes of recognition, gift category membership and named gift opportunities, unless doing so violates a stated policy of the employer. The donor’s employer will also be receipted and recognized for their matching gift.

The School may decline to accept any charitable gift that it views as inconsistent with its mission statement, character covenant and philosophy, might cause adverse publicity, is too restrictive or encumbered by unacceptable terms, conditions or potential legal liability. Under most conditions, the School will not accept any gift which (i) is subject to a known adversarial legal proceeding, claim or challenge, (ii) passes on pre-existing liabilities to the School or is subject to a serious known environmental problem, (iii) obligates the School to any action, inaction or burden which the Gift Acceptance Committee deems unacceptable or inappropriate, (iv) that generate Unrelated Business Taxable Income or (v) that improperly inures to the benefit of any individual or in a manner that would jeopardize the School’s tax-exempt status.

The School will not accept gifts when it is determined that there is no charitable intent on the part of the donor (for example, if the gift is contingent on hiring an affiliate of the donor to provide services to the School), nor does it accept gifts that are contingent on the employment of specific individuals.

The School will not accept a gift from any donor affiliated with a prospective student during the admissions process until after a final decision on admission has been made. This prohibition does not apply to parents who are already affiliated with the School, such as parents or grandparents of a current or former student, etc.

Any decision not to accept a gift will be made by the Head of School or Gift Acceptance Committee and its determination will be final.

### **Restrictions on Gifts**

The School will accept unrestricted gifts, and gifts for specific programs and purposes, provided that such gifts are not inconsistent with its stated mission, purposes, and priorities. Restrictions must be approved by the Head of School or the Gift Acceptance Committee and will be documented in a donor agreement. The School will not accept gifts that are too restrictive in purpose. If required by the Gift Acceptance Committee or by agreement with the donor, restricted gifts will be placed in a restricted budget account and used only for the purpose designated by the donor, as reasonably interpreted by the Head of School. The Head of School, the Director of Development and Alumni Relations and the Director of Finance are responsible for ensuring that the restrictions on any gift are adhered to.

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## **Gift and Donor Acknowledgement**

It is the responsibility of the Director of Development and Alumni Relations to oversee the official recordation, receipt and acknowledgement of gifts to the School. Gifts will be processed through the Development Office before being deposited to any School account. Gift and pledge receipts will be dated, recorded and mailed to the donor within one week of receipt (subject to extension to account for School closures, holidays, personnel absences or similar circumstances).

Requests of anonymity by donors will be honored, but donors should be aware that there are certain limited circumstances under which the School may be unable to preserve the anonymity of the donor (e.g., court orders, requests from the IRS and the attorney general, etc.). Permission to recognize a donor and his/her gift is assumed unless the otherwise requested.

The tax deductibility of gifts and the filing of all required IRS forms is the responsibility of the donor.

## **Provisions regarding Named Gift Opportunities and Memorial Designations**

The School, on occasion, will initiate capital campaigns or otherwise offer donors the opportunity to secure naming rights on buildings, classrooms or other indoor or outdoor spaces, faculty chairs or professional development opportunities or programs (“Naming Opportunities”). In addition, the School periodically receives requests to establish plaques, plant trees, or create some other physical representation on campus to honor certain alumni, students, employees, family members and friends (“Memorial Designations”). Examples of Memorial Designations include the Frost Assembly Room and the Jane Young Reading Bench. The following policies shall apply to all Naming Opportunities and Memorial Designations:

- All Naming Opportunities will be determined by the Board. Once the Board determines to create a Naming Opportunity, the Gift Acceptance Committee shall designate the appropriate gift levels and other terms, which shall be reflected in a donor agreement.
- Requests for Memorial Designations will be considered by the Head of School or the Gift Acceptance Committee (as determined by the Head of School). Once it is determined to create a Memorial Designation, the Gift Acceptance Committee shall designate the appropriate gift levels and other terms, which shall be reflected in a donor agreement.
- Considerations in determining Naming Opportunities or Memorial Designations may include giving levels at the School in prior campaigns, comparable structures, the estimated cost of construction, prominence of the structure and perceived donor appeal.
- If a donor does not fulfill his/her financial commitment to the School within the agreed upon pledge period, the agreed-upon name or the memorial may be removed, not installed, or decreased to the appropriate gift and recognition level, in the School’s discretion.
- No Naming Opportunity or Memorial Designation shall exceed the life of the building, field, memorial or other physical facility of the School to which it is attached. Intangible assets of the School, such as endowments, funds, or similar assets, may (but will not necessarily) be named in perpetuity.
- The School will in all cases retain the ability to determine that a building, field, memorial or other physical facility to which a Naming Opportunity or Memorial Designation is attached is to be closed, destroyed, moved, renovated, upgraded, repurposed or replaced because it is obsolete, no

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longer meets the School's needs or as a result of modifications to the campus design and structure. In the event that the School makes such a determination, or the facility is otherwise destroyed or severely damaged (whether as a result of a natural disaster, man-made disaster or otherwise), the School may tear down, remove or modify such facility as it deems appropriate. In such case, the School may elect to terminate the prior Naming Opportunity or Memorial Designation. If the School rebuilds, repairs or replaces such facility, the School may offer a new Naming Opportunity or Memorial Designation to potential new donors in accordance with this Policy. In such case, the School shall not be required to first offer such Naming Opportunity to the prior donor or to return all or any portion of any contribution, gift or pledge made in association with the prior facility.

- Naming Opportunities and Memorial Designations should not detract from the School's honor or reputation. Names and/or wording that would undermine the School's intended message, would interfere with the School's mission or goals, are inconsistent with the values of the School, or compromise the School's safety standards, shall not be approved. If the School determines that an agreed-upon name is harmful to the School's reputation or deemed contrary to the School's mission or values, it may choose not to install or to remove or change the agreed upon name from the space or program to which it is attached and offer the Naming Opportunity or opportunity to establish a Memorial Designation to other donors. In such case, the School shall not be required to return all or any portion of the gift.
- To the extent possible, names placed on buildings, classrooms or other physical space should be worded in a manner that will not physically restrict the future use of the space or prevent the School from changing the use of the space as needed.
- The School reserves the right to determine the design and make the ultimate selection of signage for the agreed upon name or Memorial Designation. While the School will make reasonable efforts to select signage agreeable to the donor, the School shall have the right to alter or change the placement of the name or memorial. The School may temporarily remove or change signage as needed to accommodate construction, maintenance, cleaning or other needs of the School. If the School does remove or change existing signage, it will make reasonable efforts to return the effected signage to its original state.
- Generally, once the School has agreed with the donor upon the appropriate name, the donor shall not have the right to change or remove the name (and the School will generally not change or remove the name) to reflect changes in familial circumstances (e.g., divorce or remarriage) or other developments.
- In any case in which signage may be removed by the School in accordance with this Policy (and the related Naming Opportunities are terminated), or a donor requests the School to remove signage, Naming Opportunities associated with the facility may be offered by the School to potential new donors in accordance with this Policy. In such case, the School shall not be required to first offer such Naming Opportunities to the prior donor or to return all or any portion of any contribution, gift or pledge made in association with the removed signage.
- Subject to the Board's approval, the School may offer to name a facility or program in a manner that is not associated with a contribution, gift, or pledge, but is rather being done simply to honor a particular person, organization or historical or other event of significance ("Honorary Naming Designation"). Honorary Naming Designations shall be made for such term as is determined by the Board and may be revoked by the Board at any time for any or no reason; provided, that the

School shall not name any facilities or programs after any person who is employed by the School at such time.

The Gift Acceptance Committee may grant an exception to these general policies on an individual case-by-case basis and, in the event that the terms of a donor agreement conflicts with these policies, the donor agreement shall control with respect to such gift.

### **Donor Agreements**

The School may document any particular gift through a donor agreement signed by the Head of School, acting on behalf of the School, and the donor. The School will document the terms of any naming gift, gift comprised of real estate, certain gifts in kind and any other gifts that the Gift Acceptance Committee determines through a donor agreement. Each donor agreement will be approved by the Gift Acceptance Committee and will be executed by the Head of School (acting on behalf of the School) and the donor. The terms of such donor agreement shall be determined by the Gift Acceptance Committee and will include (i) the amount of the gift, (ii) the specific selected naming opportunity and its term (if applicable), (iii) any agreed upon publicity regarding the gift, (iv) any conditions or restrictions attached to the gift, and (v) such other terms and conditions as the Gift Acceptance Committee and the Head of School deem appropriate.

### **Amendments to this Policy**

This Policy may be amended or revised at any time by the Board. The Executive Committee of the Board shall have the authority to waive any particular aspect of this Policy with respect to a particular gift.

Submitted to the Development Committee on May 30, 2017  
Adopted by the Board of Trustees on June 6, 2017