

# CLARK ATLANTA UNIVERSITY

## Policy 12.04: Gift Acknowledgement and Stewardship



CLARK ATLANTA UNIVERSITY		
<b>POLICY and PROCEDURES</b>	<b>Subject:</b> Gift Acknowledgement and Stewardship	
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## 1.0 Policy Statement

Clark Atlanta University (University/CAU) accepts donations in support of its education and research activities. This document, *Gift Acknowledgement and Stewardship Policy*, applies to all fundraising activities of the University, including annual giving, planned gifts, special fundraising initiatives and campaigns, and any arms-length bodies (service organization, foundation, or trust) conducting fundraising on behalf of the University. This document complements both Policy 12.02 Gift Acceptance and Policy 12.01 Endowment Establishment.

The University relies on the support and generosity of its friends and alumni. Anyone who ever contributed to CAU has helped to build and maintain this outstanding University. Over the years, donors have created scholarships, enhanced libraries, constructed buildings, provided equipment, established chairs and professorships, beautified campuses, strengthened athletic teams, encouraged research programs, developed lecture series, fostered the visual and performing arts - the list goes on.

Donor stewardship serves as the foundation for building lasting relationships between the University and those who support the University's mission. Donors entrust funds to CAU with the confident expectation that their gifts will be managed in a fiscally responsible and timely manner.

### 1.1. Donor's Bill of Rights Adoption

**The University endorses and adopts the "Donor's Bill of Rights"** developed by the American Association of Fundraising Counsel, the Association for Healthcare Philanthropy, the Association of Fundraising Professionals and the Council for Advancement and Support of Education, and the Giving Institute: Leading Consultants to Non-Profits.

#### 1.1.1 "Donor's Bill of Rights"

"Philanthropy is based on voluntary action for the common good." It is a tradition of giving and sharing that is primary to the quality of life. To ensure that philanthropy merits the respect and trust of the general public, and that donors and prospective donors can have full confidence in the University, and causes they are asked to support, the University declares that all donors will have these rights:

- I. *To be informed of the organization's mission, of the way the organization intends to use donated resources, and of its capacity to use donations effectively for their intended purposes.*
  - II. *To be informed of the identity of those serving on the organization's governing board, and to expect the board to exercise prudent judgment in its stewardship responsibilities.*
  - III. *To have access to the organization's most recent financial statements.*
  - IV. *To be assured their gifts will be used for the purposes for which they were given.*
  - V. *To receive appropriate acknowledgement and recognition.*
  - VI. *To be assured that information about their donation is handled with respect and with confidentiality to the extent provided by law.*
  - VII. *To expect that all relationships with individuals representing organizations of interest to the donor will be professional in nature.*
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- VIII. *To be informed whether those seeking donations are volunteers, employees of the organization or hired solicitors.*
- IX. *To have the opportunity for their names to be deleted from mailing lists that an organization may intend to share.*
- X. *To feel free to ask questions when making a donation and to receive prompt, truthful and forthright answers."*

The University encourages donors or potential donors to contact the Office of Institutional Advancement and University Relations (IA) regarding any questions or concerns regarding the "Donor Bill of Rights". The University also expresses a commitment to the adherence to these rights, which will strengthen the trust with donors.

### **1.2. Responsibility of the Division of Institutional Advancement and University Relations**

IA provides past, present and future donors with information, assistance and personalized attention. IA provides the opportunity to invest in the University and to help build a society rich enough, creative enough and confident enough to provide a home for anyone who wants to be a part of it. IA is charged with the critical role of communicating to the University's donors - alumni, friends, parents, faculty, staff, corporations and foundations - that CAU is an institution worthy of both their financial commitment and loyal support. More specifically, IA serves an important role in fostering goodwill between donors and the University. The Office serves long-term University interests by facilitating the acknowledgement of any and all contributions in a timely, accurate and appropriate manner, by recognizing donors in meaningful ways while adhering to any stated wishes of anonymity, and by reporting to donors in a consistent and accurate manner on the use and impact of their financial contributions.

The major goal for IA is to provide and coordinate, in conjunction with the schools, University-wide donor recognition and stewardship through events, publications, special projects and other forms of recognition. More specifically, the goals are as follows:

- Provide appropriate and consistent donor recognition and stewardship to all individual, corporate, association and foundation donors to CAU.
- Provide systematic, annual recognition in the form of multiple publications and tailored events that demonstrate to donors how gifts are used.
- Take advantage of existing resources, such as lectures and arts events, to provide a venue for cost-effective recognition, donor-recipient events, and donor access to campus leadership, when appropriate.
- Provide a way to maintain IA with contact with donors to maximize opportunities.

## **2.0 Narrative Procedures**

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Acknowledgment and recognition of donor generosity is a matter of common courtesy and good stewardship. Individuals, corporations, foundations, and others who provide financial support to CAU deserve written acknowledgments of appreciation. All gifts are recognized in a timely manner and in a meaningful way, keeping in mind the stated wishes of the donor. In keeping with the University's core values and goals and in accordance with the federal regulations of the Internal Revenue Service of the U. S. Treasury Department related to charitable giving, as well as to help the University achieve its stewardship and long-term development objectives, the following procedures are provided to:

- Ensure appropriate, timely and donor-centered recognition of all charitable donations.
- Guide recognition and acknowledgement of University donors.
- Ensure public evidence of philanthropic activity that suggests that the University enjoys considerable external support and encourage others to invest in the University.

## **2.1.0 Gift Acknowledgement**

All gifts to CAU of cash, checks, and securities, as well as most other types of gifts and pledges, are officially acknowledged with expression of appreciation by IA. On a daily basis, gifts are recorded accurately and timely, and acknowledgement letters are produced by the Advancement Services Office of IA, and where appropriate, by the Provost and the President of CAU.

### **2.1.1 Expressions of Appreciation (Stewardship)**

IA is responsible for drafting, in consultation with the signer, any standard acknowledgement letters along with tax receipts to donors. The acknowledgement/tax receipt letter incorporates and references the specifics of the gift as well as a tax receipt for the gift. Acknowledgement/tax receipt letters are processed and mailed within three working days after Advancement Services has been notified and received relevant documentation for each gift. All other thank-you letters are mailed within ten days. Other stewardship letters are mailed subsequently for the next 2 to 12 months, based on strategy plan. Tax receipts are not issued until the gift has been processed successfully.

### **2.1.2 Gift Acknowledgement Criteria**

Consistent with the University's *12.02 Gift Acceptance Policy*, the following recognition principles are applicable:

- All donations and/or documented pledges from the University family, individuals, corporations, foundations, associations and organizations are recognized at the appropriate level. In the case of approved Campaigns, donors are listed for the full amount of their pledge in the Campaign final report and other places and publications as appropriate.
- Gift-in-kind donors are listed in the appropriate category, based on the fair market value of their gift.
- In the case of realized bequests, donors are listed as "The Estate of ...". The level of recognition and final value of the gift to be counted will be determined in accordance with the *12.02 Gift Acceptance Policy and Procedures*.
- Donor recognition is always subject to donor wishes as to confidentiality. Donors requesting anonymity are omitted from all public displays and publications.

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- Campaign rules and regulations guide the assessment and recognition of all campaign donations.

### 2.1.3 Gift Acknowledgement Standards

The University provides the following appropriate responses for the various forms of gifts received:

- ***“Thank-You” for Pledges that are Paid-up:*** These are downloaded from the donor management system. Any pledge that has been fulfilled will receive an acknowledgment letter.
- ***Phone/Mail:*** These gift commitments are recorded in donor management system. All pledges received through the phone/mail programs have a thank-you letter sent from appropriate signee.
- ***Direct Mail Campaigns:*** These include alumni, faculty, staff, and friends of the alumni news, grad class, and special memorial, honorary and class projects. The solicitation mailing includes a pledge card and return envelope. When the pledge cards are returned, the gifts/pledges are recorded into the donor management system. Once the processing is complete, thank-you letters are forwarded to the appropriate signee.
- ***Other Thank-You Letters:*** The IA Office also receives gifts/pledges from other sources such as donor inserts, on-line donations and unsolicited gifts. Once the donation is processed, thank-you letters are forwarded to the appropriate signee. Donors of gifts-in-kind will receive a thank-you letter, along with the receipt from the appropriate signee. IA will also coordinate further acknowledgement through the issuing of reports, visits, and appropriate recognition.

Bequests, annuities, life insurance gifts, and other planned giving documentation that have been confirmed shall be acknowledged by IA within one week of notification. The University President also acknowledges any confirmed planned gift within two weeks. IA will ensure that the President has been notified of any planned gift. IA will inform the appropriate designee/development officer and provide the necessary contact information.

## 2.2.0 Donor Recognition

Donations Recognition programs are most effective when they are simple, flexible, attractive and multi-tiered. Acknowledgement and recognition are the first steps to the cultivation of a donor and expressing appreciation. Timely and personal acknowledgement of gifts builds trust with the donors and lets them know the University is a good steward of their funds. The University recognizes donors through multi-tiered approaches that include naming of building, open spaces and objects, providing ceremonies, formal dinners, etc.

### 2.2.1.0 Naming of Buildings, Open Spaces and Facilities

The Board of Trustees of Clark Atlanta University retains authority for naming (or renaming) buildings, components of buildings, open spaces, and other physical facilities of the University and for establishing guidelines for the naming of endowments in support of the University. As the need for private philanthropic donations to the University continues to increase, there is an opportunity for the CAU to

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facilitate gifts by naming University structures, programs, endowments and other funds in honor of significant financial contributors to the University.

### **2.2.1.1 General Naming Guidelines**

- Ultimate authority to accept or decline any proposal to name a building, facility, or open space at CAU rests with the University Board of Trustees.
- Ultimate authority to discontinue the designated name of a physical space or fund or to transfer the name to another physical space or fund at CAU rests with the University Board of Trustees.
- Acceptance of any philanthropic donation which involves a proposal to name is conditional upon approval of the naming by the University Board of Trustees.
- No names will be approved or (once approved) continued that will call into serious question the public respect of the University.
- No names will be approved that will imply the University's endorsement of a partisan political or ideological position or of a commercial product. This does not preclude a naming with the name of an individual who has at one time held public office or with the name of an individual or a company that manufactures or distributes commercial products.
- When permanent named recognition has been extended for a gift received, it will be honored in perpetuity. In the event of changed circumstances, e.g. a facility no longer exists; the University reserves the right to determine the form which such permanence may take.
- From time to time, it may be appropriate to offer named recognition for a limited period of time. In this case, CAU is obligated to honor the name for that period of time, subject to renewal of the opportunity.
- Provisions in this policy that refer to naming for a benefactor also in general apply to naming for a third party at the wish of a benefactor.
- The Office of Facilities, in collaboration with IA, shall be responsible for maintaining and updating an inventory of named facilities.
- The Research and Stewardship Manager shall advise on consistent application of current, approved naming policies with respect to recognition of philanthropic donations.
- The University Board of Trustees reserves the right to decide on the physical displays that may accompany named recognition.

### **2.2.1.2 Approval Procedures for Naming Building, Facilities, or Open Space**

IA will consult with the University President and Board of Trustees for all proposed naming opportunities intended to recognize a philanthropic donation. Philanthropic naming is subject to satisfactory funding arrangements for the specific portion of the cost of the project or fund. When the philanthropic donation does not meet the specified portion cost of the project, naming is subject to completion of satisfactory funding arrangements, and the naming will become official only after that is



achieved. Assuming these conditions are met, the approval process will be articulated according to procedures.

### **2.2.1.3 Negotiating Named Recognition for Philanthropic Donations**

It is the responsibility of individuals negotiating on behalf of the University to consult with IA when gifts involve a proposal to name. It is the responsibility of individuals negotiating on behalf of the University to advise potential benefactors that the acceptance of any philanthropic donation involving a proposal to name is conditional upon final approval of the naming by the University Board of Trustees. In negotiating with donors, deans/directors and IA, officers need to ensure that donors understand that even when a physical space or building will be named for them, they do not control the details of the administration and application of gift details including construction, furnishings, the selection of candidates, etc.

### **2.2.1.4 Naming of Physical Facilities**

A building or physical facility may be named for a donor in cases where the donor's gift provides an endowment and at least fifty (50%) percent of the total cost of construction or \$1 million, whichever is greater.

### **2.2.1.5 Existing Facilities or Portions of Existing Facilities**

Existing un-named buildings and/or parts of buildings or facilities may be named for donors in cases where substantial gifts are made by donors to programs carried on within these facilities. In cases of major renovations that extend throughout a building or facility, the facility may be named for the donor, provided the donor's gift provides an endowment and at least fifty (50%) percent of the renovation cost. Physical facilities or portions of physical facilities may be named for sums less than these levels at the discretion of the University President and the Board of Trustees.

### **2.2.1.6 Named Academic Schools, Laboratories, Classrooms and Lounges**

A minimum donation of \$100,000.00 is required.

### **2.2.1.7 Other Features**

Donor names proposed for fountains, ornamental buildings, landscaping, trees, benches and similar features will normally require a gift to cover the full cost of the project and a maintenance fund.

### **2.2.1.8 General Policy on Endowed Funds**

An endowment fund may be contributed and named for an individual or organization benefactor, or a specific honoree, to provide a permanent source of funding for restricted or unrestricted purposes as specified by the donor. See *12.01 Endowment Establishment Policy* for gift levels for endowed funds.

### **2.2.1.9 Removal or Change of Name**

Individuals and organizations whose names are approved by the University Board of Trustees are expected to exemplify the attributes of integrity and civic leadership. Should a donor, for whom a university naming opportunity has been made, violate these standards, the Board may elect to remove

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the donor's name from the naming opportunity. The Board of Trustees has the right, in consultation with the donor, to change the name of a building, space, facility or endowment if, for example, a corporate donor has itself changed its name, marital donors have divorced or separated, or a named program has been terminated because it no longer meets the needs of the University.

### **2.2.2. Other Forms of Recognition to the University's Important Donors**

In addition to naming opportunities, various other forms of recognition may be undertaken to celebrate gifts to the University. These may include:

- **Formal Dinners:** Gifts of \$1 million or more may be an occasion for formal dinners in honor of the donor. Attendance will include members of the Board of Trustees, senior staff, benefactors, guests of the honoree, and prominent members of the community. If an endowed position is involved, the honoree and the appointee, their families, and friends shall be included. The decision to conduct a formal dinner shall go forward only with the consideration of the donor and his or her family.
- **Portraits:** Formal portraits may be suitable for donors of gifts in excess of \$200,000 for placement within the University's facilities, usually in the area where all other portraits are displayed, or the area where the gift was designated or where the honoree resides. The decision to commission a portrait will be made by IA with the consent of the donor and his or her family.
- **Dedication Ceremonies:** Gifts of \$250,000 or more may be the occasion for ceremonies to gather together significant faculty/staff of the University and the community to formally dedicate a facility or program funded by the donor. Consent of the donor and his or her family shall be obtained in all instances.
- **Plaques:** Plaques conforming to the graphic design commissioned by IA may be installed within the University as approved by the Board of Trustees. Initiatives receiving \$50,000 or more in individual or group support will be eligible for consideration. Donors contributing \$10,000 or more to the initiative are eligible to be listed on the plaque. Consent by the donor and his or her family shall be obtained in all instances.
- **Receptions:** Gifts of \$25,000 or more may be the occasion for a reception or intimate lunch (hosted by the dean or director of the area receiving the support) for the donors and their select invitation list, to be attended by significant faculty/staff of the University. Consent by the donor and his or her family shall be obtained in all instances.
- **Photo Session:** Gifts of \$25,000 or more may be the occasion for a photo opportunity at the discretion of IA. An album of pictures made at the event may be presented to each donor as a memento of the occasion.
- **Public Notice:** Gifts to the University represent marketing opportunities for public announcement. IA shall request of each donor and his or her family, the approval to prepare and

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release a public announcement of the gift. Gifts of \$50,000 or more will be featured on the IA website. Gifts of \$100,000 or more will be featured in a CAU media platform and designated publications.

- **Giving Levels:** Donors will be recognized for contributions through both annual and cumulative giving. The levels along with the recognition and benefits are detailed in the Giving Levels section in the next section on page 8.
- **Other Forms:** Other forms of recognition may be appropriate from time to time. The decision shall be guided by IA.

### 2.2.3. Recognition Levels and Benefits

Recognition levels and related benefits must have sufficient diversity to ensure that such levels promote peer recognition of substantial donations. Benefits related to each level reflect the impact of the donation on the University and the importance of the donation to the vision, mission and goals of the institution. Donations of \$100,000 and greater will receive customized recognition and personal attention. IA, in conjunction with the donor, will recommend a personalized recognition and stewardship plan for each such donation. Plans may also be developed for donors of amounts below \$100,000.00 on a case-by-case basis. As stated in the *12.2 Gift Acceptance Policy*, the Board of Trustees will determine the appropriate donation level to secure a naming opportunity.

#### 2.2.3.1 Levels of Acknowledgement

The size of the gift should guide the type of “Thank-You” action as well as who should do the thanking. The initial “Thank-You” response is sent within 72 hours of receiving a gift. Subsequent “Thank-Yous” are spread out over several weeks or months.

The following chart shows the actions and transactions occurring with regard to the level of giving to the University and the appropriate response at each donation level:

Level	Club/Society	Amount	Action	Level of Interaction	Signature
1	Friends of CAU	\$500+	Computer-generated letter or receipt.	Very impersonal. Minimal effort required.	Vice President IA
2	CAU Red, Black, & Grey	\$1000+	Computer-generated letter or receipt.	Information sharing.	Vice President IA
3	CAU Sustainer Club	\$5000+	Computer-generated letter or receipt. Call of thanks from Fundraising staff. Letter of thanks from VP of IA.	High-level staff/volunteer personal interaction.	Vice President IA

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4	CAU Heritage Club	\$10,000+	Computer-generated letter or receipt. Call of thanks from Fundraising staff. Letter of thanks from VP of IA	High-level staff/volunteer personal interaction.	Vice President IA
5	CAU President's Society	\$25,000+	Call of thanks from Fundraising staff. Letter of thanks from VP of IA Personal thank you from President.	High-touch attention and cultivation.	President
6	CAU James P. Brawley Society	\$50,000+	Call of thanks from Fundraising staff. Letter of thanks from VP of IA Personal thank you from President.	High-touch attention and cultivation.	President
7	CAU W.E.B. DuBois Society	\$100,000+	Call of thanks from Fundraising staff. Letter of thanks from VP of IA Personal thank you from President.	High-touch attention and cultivation.	President
8	CAU Legacy Society	\$500,000+	Call of thanks from Fundraising staff. Letter of thanks from VP of IA Personal thank you from President.. 0. 0	High-touch attention and cultivation.	President

Each level builds on the last. Three additional levels the University considers important are:

Type of Gift	Level of Action to be Taken
Endowments/Memorial/Honorarium Gifts	Combination of appreciation expressed to donor and notifying the appropriate recipient
Monthly Gifts	Donor-focused "Thank You " based on repeated gifts
Planned Gifts	Donor-focused "Thank You " for future gift

### 2.3.0 Gift Management and Reporting

Donor stewardship serves as the foundation for building lasting relationships between the University and those who support the University's mission. Donors entrust funds to the University with the confident expectation that their gifts will be managed in a fiscally responsible and timely manner. Good

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stewardship also dictates that an ongoing relationship with the donors be maintained through mutually beneficial engagement activities consistent with the mission and goals of the University.

The acceptance of all gifts by the University is in accordance with the 12.03 Gift Acceptance Policy. Every effort is made to ensure that the donors' confidence in University stewardship is well placed and that all monies designated for restricted purposes are expended under the guidelines and within the timeframe requested by the donors.

### **2.3.1 Stewardship Importance**

Donor stewardship serves as the guiding principle in the nurturing and building of lasting relationships between CAU and those who support the University with their time, talent and treasure. As an active advocate of donor interests throughout the University, donor stewardship fosters and encourages such support by:

1. Acknowledging any and all contributions in a timely, accurate and appropriate manner;
2. Recognizing donors in meaningful ways that faithfully adhere to any stated wishes regarding anonymity and other levels of public disclosure;
3. Reporting to donors in a consistent and accurate manner on the use, impact and management of their financial contributions as appropriate; and
4. Keeping the donor involved with the University.
5. Insuring personally identifiable data will not be sold, rented or marketed to third parties.
6. Ensuring all staff, volunteers and partners of the University subscribe to confidentiality of donor records and gift information.
7. Releasing only the names (but no monetary amounts) of donors of honorary or memorial gifts to the honoree, next of kin, or other appropriate family member, unless otherwise instructed by the donors.

### **2.3.2 Current or Potential Donors**

A current or potential donor, also referred to as an institutional prospect, has the capacity to make a significant gift to the University at a magnitude that would require presidential involvement in the cultivation, solicitation, and ongoing stewardship. This current or potential donor may also be identified as a possible candidate for any number of key funding opportunities within the University. This prospect will be managed as assigned by the Vice President for IA with the President serving as the Primary Player. The individual, known as a Relationship Manager, will be assigned a donor or a prospect to manage through the solicitation cycle. The Relationship Manager will facilitate all contacts with the donor/prospect.

A prospect under management by a Relationship Manager may emerge as a potential institutional prospect. The Relationship Manager should bring this to the attention of IA Vice President as soon as possible so a determination can be made as to how best to proceed with the prospect.

For all institutional prospects, the relationship is being managed between the President and the prospect, not between the Relationship Manager and the prospect. Therefore, direct contact with the prospect is

between the President or designee and the prospect, or with the IA Vice President at the direction of the President, unless otherwise authorized by the IA Vice President.

### 2.3.3 Key Members in Donor Cultivation

The cultivation of prospects requires a collective effort from multiple persons acting with the purpose of soliciting donations for the University to help achieve its mission. Key members in donor cultivation are:

- **Relationship Manager** - The individual who is assigned a donor or a prospect to manage through the gift solicitation cycle. The Relationship Manager will facilitate all contacts with the donor/prospect.
- **Natural Partner** - Someone (a peer, friend or colleague of the prospect), who can partner with the Relationship Manager to advance the relationship with the prospect. A prospect can have many Natural Partners.
- **Primary Player** - A peer, friend, colleagues of the prospect of key University official who could be influential in moving the gift forward or someone who could make the solicitation on behalf of the University. Quite often this is someone that the prospect sees as key to his/her gift (i.e., the President of the University).
- **Relationship Support** - The Director of Corporate and Foundation Relations, the Director of Annual and Special Giving or other staff members provides support in this role to assist in advancing the relationship.

### 2.3.4 Relationship Manager's Central Role

The Relationship Manager's central role includes listening for and responding to all University-related interests of a specific individual, couple, or organization. Relationship Manager's assignments are made by the IA Vice President. The Relationship Manager serves as the convener of a team of staff and faculty, administrators, Natural Partners and Primary Players in developing and implementing cultivation and solicitation strategies that respond to the interest of the donor(s). The Relationship Manager assignments will first be made based on the prospects' school affinity and/or the area of the country in which he/she lives. Other factors may override this assignment on a case-by-case basis. All major gift prospects are assigned a Relationship Manager. The Relationship Manager will:

1. Maintain a high quality of service to the donor/prospect. In serving as the bridge between the University and the prospect, the Relationship Manager is obligated to keep accurate records, respond to the needs of the prospect in a timely fashion, and maintain an appropriate level of confidentiality.
2. Lead strategy development. Relationship Managers convene meetings and, in concert with Natural Partners and Primary Players, develop the moves and strategies that will culminate in a gift solicitation. It is the Relationship Manager who calls together all of the appropriately involved team members to craft a positive strategy for solicitation.

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3. Listen to all areas of donor interest and match or coordinate the donor's interest with the relevant college or unit of interest. Relationship Managers represent the University and, as such, should be open to exploring all of the interests that the prospect presents.
4. Listen attentively to the donor and act accordingly. The donor, supported by the University, drives the gifting process.
5. Prompt and monitor action steps and follow-through. Relationship Managers are responsible for ensuring that all moves are recorded into the donor database in a timely fashion, and that these moves are implemented. As strategies change and moves are added, modified or deleted, the Relationship Manager makes sure that all of these changes are reflected in the donor database.
6. Broker and manage relationships with appropriate people inside and outside the University. As Natural Partners are identified for specific prospects, the Relationship Manager will be responsible for ensuring that all involved parties are kept in the communication loop.
7. Manage the stewardship process. Recognizing that stewardship is a pivotal activity in the gifting cycle, the Relationship Manager will ensure that there are strategies in place to keep the prospect engaged with the University in meaningful ways, and satisfied with the manner in which his/her current gift is being used. The Relationship Manager will also ensure that all reporting requirements are met in a timely fashion. This activity will require that the Relationship Manager work closely with the IA Vice President. The Relationship Manager assignment may be changed as other priority interests are developed by the prospect or as warranted by other circumstances. Once a gift is made, a review should be done to determine the most appropriate manager.

### **2.3.5 Gift Reporting**

The rich history and tradition of philanthropy at Clark Atlanta University has seen the establishment of numerous endowed scholarships, awards, fellowships, and other funds that provide financial aid to students, allow faculty to fulfill research ambitions, permit students to immerse themselves in hands-on teaching and learning experiences, and foster life-long learning. The donors to these funds are keenly aware of what a CAU education can do for students. Proper stewardship of these funds is important. Not only does CAU expressed appreciation to donors at the time of the gift, but also informed the donors of the performance of the funds provided, the amount of money awarded from the fund, and the recipients of the funds. The recipients of these funds will also be asked by IA to express written appreciations the donor for their generosity.

During the first quarter of the calendar year, the Scholarship Coordinator in the Office of Student Financial Aid will supply the names of all scholarship recipients to IA. A letter, along with the annual report, from the Senior Director of Corporate and Foundation Relations, will be sent to donors of endowed scholarships the first quarter of the calendar year. This letter will detail the balance and performance of the endowment along with the amount of money available for use in the current fiscal year and include the name(s) of the current recipient(s). For scholarships that are not endowed, the letter will contain only the name(s) of the current recipients.

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Additionally, on or before September 30<sup>th</sup> of each year, recipients of all scholarships awarded the previous year will be requested to write to the donors thanking them for the financial aid. If undergraduate scholarships are awarded after November 30<sup>th</sup>, the Office of Student Financial Aid will notify IA as soon as possible. A report to the donor will be prepared within a week and the recipient asked to write a letter of thanks.

Any faculty member, academic department or other unit of the University that benefits from an endowed fund will provide, as specified in the gift/fund agreement, an annual report of each endowment to IA. This report would summarize the major activities associated with the endowment and, when appropriate, information on the holder(s) of the endowment. This report will then be edited, reformatted, and forwarded by IA Office to the donor(s) of the endowment.

#### **2.4.0 Gift Agreements**

Whenever a gift fund is established, a gift agreement (see *Policy 12.02 Gift Acceptance, Appendix B*) is created to set forth the specific criteria of the donor's intent in which CAU will utilize the gift. It ensures that the gift will be used as the donor intended and may set out provisions for alternative uses, should it become impossible or impractical to carry out the donor's original intent. For these reasons, the University requires that all gift funds have a written agreement on file. The University's IA staff, using these templates, will draw up the gift agreement. Because the University does not provide legal advice to prospective donors, all prospective donors are urged to seek their own legal counsel in matters relating to their gift planning, taxes and estate planning.

### **3.0 Entities Affected by this Policy**

This policy applies to all official departments of the University, friends, alumni, corporate donors, foundations, and the University faculty member, staff member or any other individual, campus organization, partnership, association, or corporation desiring to solicit donations must comply with this policy.

### **4.0 Definition of Key Terms**

- **Acquisition:** The process utilized to acquire prospects as new members or donors.
- **Active donor:** A donor whose last gift was received within the last 12 months. Some organizations stretch that time period out to 18 or 24 months.
- **Annual appeal:** Either the only fundraising letter, or the most important fundraising letter, mailed during the year, usually by organizations that do not have a direct mail fundraising program; usually mailed at Christmas.
- **Annual fund:** Gifts received by a non-profit organization to support (in whole or in part) yearly budgets and general operations.

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- **Ask:** The request or appeal being made in a fundraising letter. Often called "The ask."
- **Beneficiary:** A group, individual, activity or object that benefits from a gift.
- **Bequest:** A gift you leave in your will to a person or organization.
- **Case for support:** Statement setting out reasons why donors should donate to the University.
- **Corporation:** A company or group of people authorized to act as a single entity (legally a person) and recognized as such in law.
- **Donation:** A tax deductible cash gift to the University.
- **Donor:** An individual, group or organization that gives a gift (usually money but can be goods or services) to a VCO freely.
- **Donor acknowledgement:** The act of responding to gifts from donors, usually with a receipt or thank-you letter.
- **Donor cultivation:** The long-term process of nurturing donors towards higher levels of understanding, commitment and giving.
- **Donor renewal:** The process of approaching individuals who have given donations before, inviting them to renew their support with another gift.
- **Donor retention:** The process of encouraging donors to remain active and continuing supporters of an organization.
- **Electronic Funds Transfer (EFT):** The means by which a donor's bank transfers a donation (usually monthly) from the donor's bank account to the bank account of a non-profit organization that the donor designates.
- **Estate:** The total sum of your possessions, property and money left at your death after debts have been paid.
- **Executor:** Person(s) appointed by you to ensure the wishes in your will are carried out.
- **Fundraising cycle:** Planning tool to help fundraisers plan activities.
- **Giving club:** A society created by a non-profit that gives status and unique benefits to its members. Membership is restricted to individuals who give above a certain level.

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- **Inheritance Tax:** The 40% tax paid when you die on the proportion of your **estate** that is over the nil-rate band threshold. This threshold varies every tax year. **All gifts in your will to charity are free of inheritance tax.**
- **Lapsed Donor:** A donor who has not given a donation within 3 years.
- **Legacy:** Any gift you leave in your will to a person or organization.
- **Life Interest:** The right of a beneficiary to benefit from part or all of your estate for their lifetime. For example, in your will you give a relative/friend the right to live in a property for their lifetime.
- **Pledge:** A pledge is unconditional promises or arrangements to give money in the future.
- **Pledge envelope:** A printed notice mailed to donor sources who pledge to donate to an organization, usually in response to a telephone appeal.
- **Private grant:** Income from private, non-government sources are donations and warrant a tax receipt.
- **Probate:** Official proof that a will is valid. After your death, probate must be applied for by your executors. It is granted by the court on the production of the necessary documents and granting probate gives your executors the authority to administer your will and distribute your estate according to your wishes.
- **Prospect:** A person/donor source on a list who is considered to be a potential donor but who has not made a donation yet.
- **Restricted fund:** A fundraising appeal for a specific project or cause.
- **Sponsorship:** Contracted financial alliance between Clark Atlanta University and a corporation, foundation or individual that benefits the University in the form of a fee, market exposure and/or favored products. Funds provided to the University through sponsorships are **not eligible for charitable income tax receipts** and is not a monetary donation or a private grant.
- **Sustainer Program:** A program through which supporters of a non-profit organization give a regular donation automatically, usually by direct withdrawal from their bank account or credit card once a month. Also called a Monthly Giving Program
- **Temporary Naming Opportunity:** During substantial projected growth, temporary naming gives the area or program an opportunity to resale naming for a greater gift value when there becomes a need for specific areas or programs to negotiate short term agreements (5, 10 or 20 year terms).

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## CLARK ATLANTA UNIVERSITY GIFT AGREEMENT

This agreement is entered into between \_\_\_\_\_ ("Donor(s)") and Clark Atlanta University in connection with a proposed gift by Donor(s). The purpose of this Agreement is to clarify the intent of the Donor(s) with respect to the use of the Gift proceeds by \_\_\_\_\_, and the mutual duties and expectations of the parties.

1. Gift Arrangement

**[Option 1: Charitable Remainder Trust]**

Donor(s) intend(s) to establish a charitable remainder trust, designed to pay \_\_\_\_\_ percent (\_\_\_%) to Donor(s) for (his/her/their) lifetime(s), with \_\_\_\_\_ percent (\_\_\_%) of the remainder interest passing irrevocably to Clark Atlanta University. The (estimated/appraised/established) fair market value of the asset to be contributed is \$\_\_\_\_\_.

**[Option 2: Bequest]**

Donor(s) intend(s) to provide a bequest in (his/her/their) (will/ living trust) naming Clark Atlanta University as a beneficiary of (\$\_\_\_\_\_/\_\_\_\_\_% ) of the estate).

**[Option 3: Insurance or Pension Beneficiary Designation]**

Donor(s) intend(s) to designate Clark Atlanta University as a beneficiary of (\$\_\_\_\_\_) (\_\_\_\_\_% ) in the following (insurance policy/IRA/pension/Keogh/profit sharing/401(k) account):

Name of (insurance policy) (account): \_\_\_\_\_  
(Policy) (Account) number: \_\_\_\_\_  
Name of (agent) (broker): \_\_\_\_\_  
Address of (agent) (broker): \_\_\_\_\_

**[Option 4: Outright Gift]**

Donor(s) intend(s) to gift, outright and concurrently with this Agreement, to Clark Atlanta University, the following assets, with an (estimated/appraised/established) aggregate fair market value of \$\_\_\_\_\_:

Asset: \_\_\_\_\_ Value: \$ \_\_\_\_\_  
Asset: \_\_\_\_\_ Value: \$ \_\_\_\_\_

**[Option 5: Outright Gift and Pledge]**

Donor(s) intend(s) to gift, outright to Clark Atlanta University the sum of \$\_\_\_\_\_, [over the following period of time][over their lifetimes]. Any amount not paid during the lifetime of Donor(s) shall become a debt of the estate of [Donor][the surviving Donor], and Donor(s) agree(s) to include a provision

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in [his/her/their] will(s) or living trust(s) that any such unpaid amount shall be distributed to Clark Atlanta University in accordance with this Agreement, as it may be amended from time to time.

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Schedule of payments:

Current gift: \$ \_\_\_\_\_

The balance to be paid in [annual/semi-annual/ quarterly] installments, beginning \_\_\_\_\_ and ending \_\_\_\_\_ or until paid.

**[Option 6: Combination]**

Payment to Clark Atlanta University in satisfaction of the Gift may be made, in Donor('s)(s') discretion, by direct, outright, or deferred gifts which vest in Clark Atlanta University, either during the lifetime(s) of Donor(s) or at Donor('s)(s') death. This may include charitable remainder trusts, pooled income funds, charitable lead trusts, charitable gift annuities, gifts of property with a retained interest, partial interest gifts and funded life insurance policies. All gifts of nature made to Clark Atlanta University by Donor(s) shall be aggregated for purposes of determining Donor('s)(s') obligation under this Agreement.

The value of such gifts, for purposes of satisfying the pledged amount, shall be determined as of the earlier of the date of receipt of the gift proceeds by Clark Atlanta University or the date on which the gift arrangement becomes irrevocable. Where the gift is made through a planned or deferred gift arrangement, the value shall be computed in accordance with the method described in Donor Recognition, under paragraph 4 below.

2. Conditions of Gift

There are no preconditions to the payment of this Gift.

3. Purpose and Use of Gift Proceeds

The Donor(s) and Clark Atlanta University agree to use the Gift for the following purposes and in the following manner: [describe in detail; the following is provided as an example only]

- a. Designation of a Gift Fund: Clark Atlanta University shall establish the \_\_\_\_\_ Fund.
- b. Use of Principal or Income: The income from this Fund, as determined by Clark Atlanta University, shall be used to \_\_\_\_\_.
- c. Allocation of Principal: The Gift shall be allocated \_\_\_\_\_.
- d. Changes in Purpose: The Donor(s) and Clark Atlanta University, by mutual agreement, may change the purpose and use of the Gift or its earnings. If [Donor][surviving Donor] shall become disabled or die, then the purpose of this Gift may be modified by agreement between Clark Atlanta University and the following designated agents of Donor(s):

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Agents of Donor(s): \_\_\_\_\_

e. Unforeseeable Changes in Circumstances: Notwithstanding the above, in the event that it becomes legally or technically impossible or impractical, in the judgment of Clark Atlanta University, to achieve the specific purposes for which this Gift was intended, then Clark Atlanta University reserves the right to modify such purposes in such manner as it deems appropriate, consistent with the wishes and intentions of Donor(s).

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4. Recognition of Donor(s)

a) Gift Value: In accordance with established policies and procedures of Clark Atlanta University, the value of [Donor's/Donors] Gift is deemed to be \$\_\_\_\_\_. This value is based on the [estimated/appraised/established] value of any outright gifts, and the present value of any deferred, irrevocable gifts. In the event contingent or revocable gifts are added by Donor(s), the value of such gifts will be determined in accordance with this method.

b) Donor Recognition: In consideration and appreciation for the Gift, Clark Atlanta University shall provide the following to Donor(s):

\_\_\_\_\_  
\_\_\_\_\_

c) Public Disclosure: Clark Atlanta University [shall/shall not] have the right to disclose the name(s) of Donor(s) in its general publications and press releases.

5. Binding Obligation

This Agreement shall be binding upon and inure to the benefit of Donor(s) and Clark Atlanta University, and their respective successors, heirs, assigns, administrators and executors. Donor(s) intend(s) this Gift Agreement to be fully enforceable against Donor('s)(s)' estate, to the extent that the obligation has not been satisfied by gifts completed following the date of this Agreement. Donor(s) agree(s) to insert dispositive provisions in [his/her/their] will(s) or living trust(s) that will be consistent with this Agreement. If any portion of this Gift is required to be paid by an organization or entity other than by Donor(s), individually, Donor(s) represent(s) that Donor(s) [have/has] the legal authority to bind such organization or entity.

6. Exempt Status

Clark Atlanta University represents that it is qualified as a charitable organization, for which Donor(s) is or will be entitled to charitable contribution tax deductions, under Internal Revenue Code sections 170(b)(1)(A), 170(c), 2055 and 2522.

7. Miscellaneous

a. Situs: This Agreement is executed in and shall be governed by the laws of the State of Georgia.

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- b. Amendment: This Agreement may be amended at any time by written agreement signed by each party.
- c. Irrevocable: Except as otherwise provided, this Agreement shall be irrevocable.
- d. Effective Date: The effective date of this Agreement shall be \_\_\_\_\_.

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Donor Acknowledgment:

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CLARK ATLANTA UNIVERSITY REPRESENTATIVE**

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_

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CLARK ATLANTA UNIVERSITY  
**PROSPECT CULTIVATION/SOLICITATION FORM**

Today's Date \_\_\_\_\_

Prospect \_\_\_\_\_ Assigned to (staff) \_\_\_\_\_

Volunteer(s) prospect is assigned to \_\_\_\_\_

Anticipated ask amount-\$ \_\_\_\_\_  qualified  unqualified

Estimated solicitation timeframe: \_\_\_\_\_

---

Reasons prospect would be interested in making a gift?

- |          |          |
|----------|----------|
| 1. _____ | 3. _____ |
| 2. _____ | 4. _____ |
- 

Challenges potentially precluding a gift?

- |          |          |
|----------|----------|
| 1. _____ | 3. _____ |
| 2. _____ | 4. _____ |
- 

Individuals closest to this prospect, who also have a connection with CAU (possible natural partners):

- |          |          |
|----------|----------|
| 1. _____ | 3. _____ |
| 2. _____ | 4. _____ |
- 

Interests/Hobbies/Affiliations:

- |          |          |
|----------|----------|
| 1. _____ | 3. _____ |
| 2. _____ | 4. _____ |
- 

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Notes:

Other information that might impact cultivation activities or gift decision-- \_\_\_\_\_

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## CLARK ATLANTA UNIVERSITY DONOR PROSPECT CONTACT REPORT FORM

Report Prepared By: \_\_\_\_\_ Date: \_\_\_\_\_

Prospect/Donor Name/Title: \_\_\_\_\_

Purpose:     \_\_\_ Introduction     \_\_\_ Cultivation     \_\_\_ Solicitation  
          \_\_\_ Telephone       \_\_\_ In-person       \_\_\_ Email exchange  
          \_\_\_ Planned         \_\_\_ Other           \_\_\_ Chance meeting/opportunistic

Call by: \_\_\_\_\_     \_\_\_ Volunteer     \_\_\_ Staff

Date of call: \_\_\_\_\_

Where was the meeting? \_\_\_\_\_

Specific purpose of meeting: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Donor's capacity: \_\_\_\_\_ Donor's affinity: \_\_\_\_\_

What was discussed: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

What was the prospect's response and attitude? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Next steps and timing: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Were commitments made on behalf of someone else? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

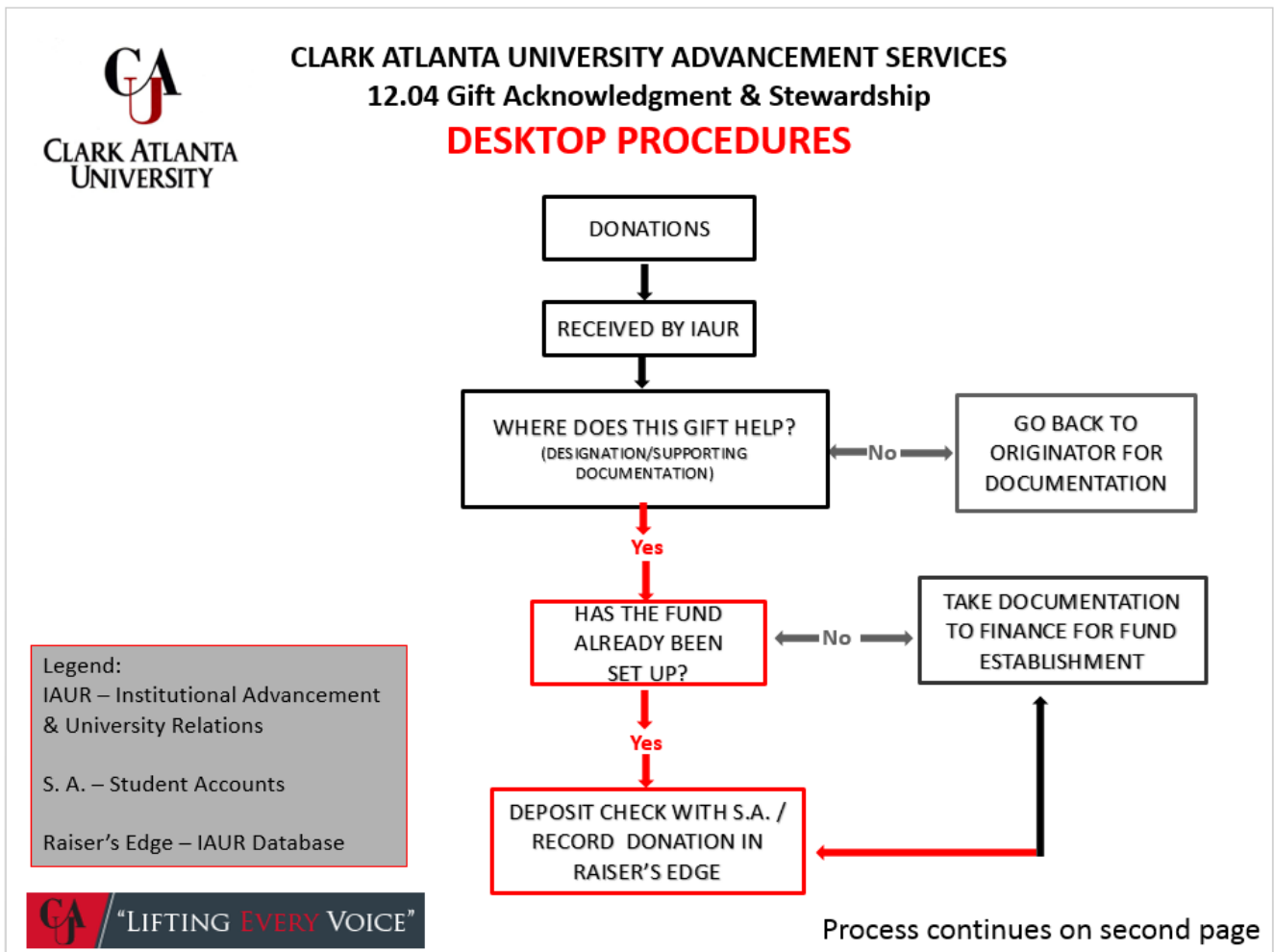
Be sure to document the results of your calls and forward to IA. Thank you.

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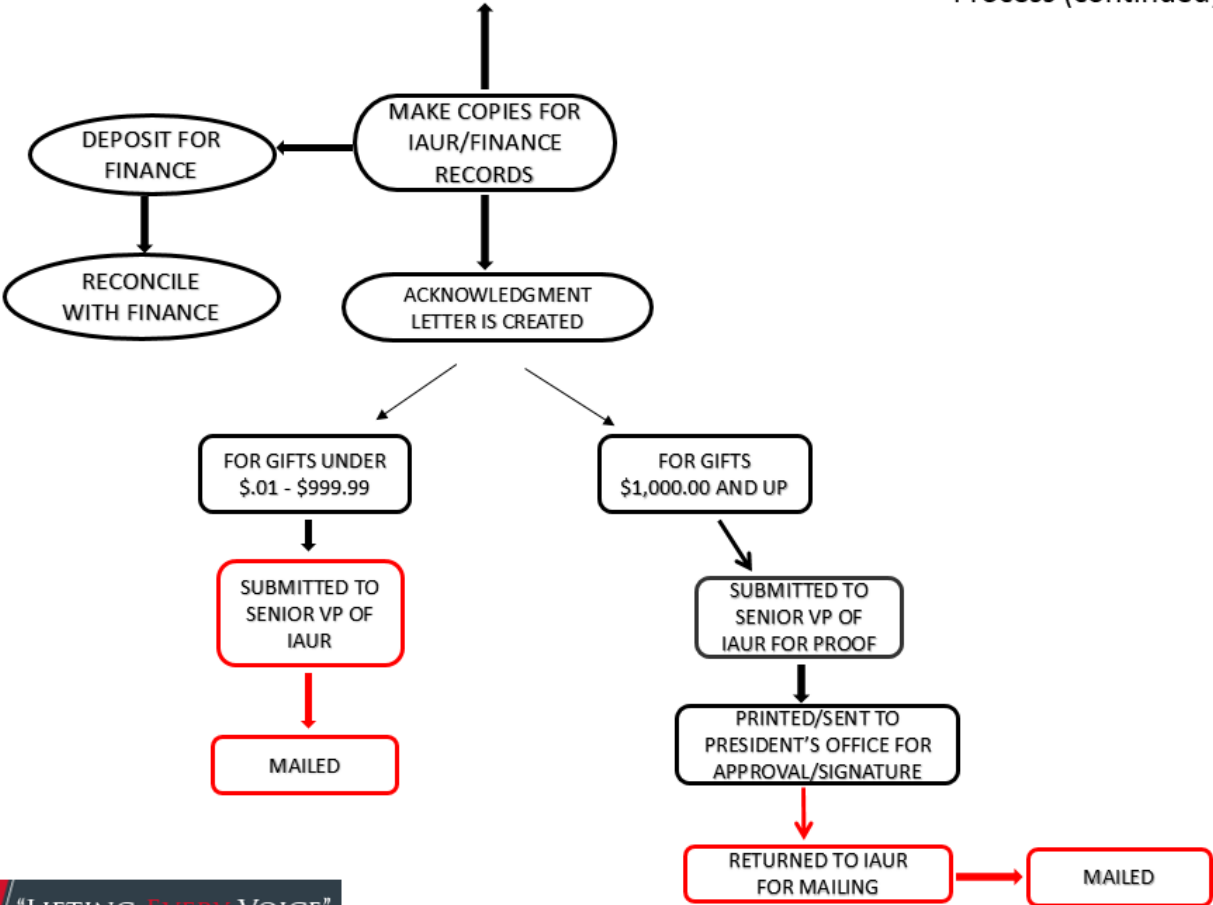
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## Desktop Procedures



Process (continued)



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