The John Cooper School
Gift Acceptance Policies

Introduction

Fundraising goals at The John Cooper School (the “School”) are established by the School’s Board of Trustees (the “Board”) and intended to enhance the School’s operating resources, support capital expansion and renovation, and grow the School’s endowment. The Board is also responsible for ensuring that all fundraising activities support and are consistent with the School’s mission, philosophy and goals. It is the responsibility of the School’s Director of Advancement (“Advancement Director”) and his/her staff, in conjunction with the School’s Head of School (“Head of School”), to implement and organize programs for obtaining gift support from alumni, parents, parents of alumni, grandparents, faculty and staff, corporations and foundations and friends of the School.

The purpose of these Gift Acceptance Policies and Guidelines (“Policies”) is to govern the School’s acceptance of gifts and to provide guidance to prospective donors and their advisors when making gifts to the School. The Board is responsible for overseeing the implementation of the School’s gift acceptance policies, in coordination with the Head of School and Advancement Director.

Assisting Donors with Planning

The School’s role is to offer general information to a donor who is considering a donation to the School. Donors should obtain their own expert assistance in planning and making a gift to the School, including advice from their own legal, tax and investment advisor(s).

Any gift illustrations or economic modeling of gifts prepared by the School will be general and informational only and donors are strongly urged to consult with their attorneys and/or financial advisors in any and all aspects of the contemplated gift.

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 advisor(s).

Types of Gifts

Gifts to the School may take the form of one or a combination of the following list. Donor gift commitments are recognized in a manner consistent with the donor’s wishes and the policies and guidelines approved by the Board. 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 publicly recognize a donor and his/her gift is assumed unless otherwise requested by the donor. The School does not accept gifts when it is determined that there is no charitable intent on the part of the donor. The School reserves the right to decline any gift.
The following gifts are acceptable:

1. Cash
2. Pledges
3. Securities
4. Deferred Gifts
5. Life Insurance
6. Gifts in kind
7. Corporate Matching Gifts

The following criteria govern the acceptance of each type of gift:

1. **Cash:** Gifts paid by cash, checks and credit cards are the most common type of gift. Gifts paid by checks shall be made payable to “The John Cooper School, Attn. Advancement Office.”

2. **Pledges:** A letter of intent or a written record of a pledge must be submitted to the School before a pledge is recorded. The School’s Advancement Office does not record undocumented verbal pledges. Multi-year capital and/or endowment pledges normally range from two to five years.

3. **Securities:** The School accepts gifts of securities; it is generally the School’s policy to sell marketable securities immediately upon receipt from the donor. Short-term retention of securities requires approval by the Treasurer of the Board. Gifts of securities are often made to the School through electronic transfer. A gift of transferred securities is considered complete and is dated when it is received in the School’s account. If actual shares are delivered to the School for sale, the date of the gift is based on the post-marked date of the mailing or the date of the delivery to the School.

4. **Deferred Gifts:** The School will accept deferred gifts such as charitable trusts, charitable gift annuities, family limited partnerships, bequests and real estate on an individual case-by-case basis and after appropriate consultation with the School’s legal counsel. The donor must accept the obligation for payment of all associated expenses of deferred gifts, in a manner to be mutually agreed upon by the School and the donor.

5. **Life Insurance:** The School welcomes gifts of life insurance and annuities, although it is unable to accept responsibility for managing those gifts, paying premiums or monitoring investments. The School must be named both beneficiary and irrevocable owner of the policy before it can be recorded as a gift.
6. **Gifts in Kind:** Acceptance of gifts in kind by the School is subject to the approval of the Advancement Committee of the Board. Proper documentation showing the value of gift in kind and marked donation shall be delivered to The John Cooper School, Attn. Advancement Office. Donors who make non-cash gifts with a value of greater than $5,000 must prepare an information return, IRS Form 8283, Noncash Charitable Contributions, which an authorized representative of the School shall acknowledge.

7. **Corporate Matching Gifts:** Through corporate matching gift programs, a donor’s employer may double and in some cases triple, a donor’s personal gift. Matching gifts from the 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 contributions.

**Gift Valuations**

In soliciting and/or receiving a gift, it is important that the solicitor and the donor are aware of the following valuation standards which the School will apply in its acceptance of gifts:

1. **Appraisals:** Gifts must be accompanied by an appraisal if required by and in accordance with any IRS requirements.

   (a) The appraisal should be provided by a qualified independent appraiser that is (i) approved by the School; (ii) not associated with either the donor or the School or any of its employees; and (iii) in the case of the gift of real property, an MAI designated member (an “Approved Appraiser”).

   (b) The appraisal must be done no more than sixty (60) days prior to the transfer of the property or, if done after the transfer, before the donor files a tax return for the year in which the transfer occurred. In either case, the appraised value should reflect the value as of the date of transfer, not the value as of the date of the appraisal itself.

   (c) The donor will pay related transaction costs, including but not limited to costs of securing appraisals (when required), as well as the cost of the donor’s own advisor(s).

2. **Cash:** The valuation is the amount of the gift.

3. **Publicly Traded Securities:** The School will give donors credit for the value of the securities on the date the securities leave control of the donor and become the School’s property. That means the date on which securities are directly transferred to the School or deposited in an account controlled and owned by the School, not the date on which the donor instructs his or her broker to transfer the securities. The value of the securities traded on an open exchange shall be the average of the high and low value on the date of transfer or, if no trading of the
security occurred on that date, on the next earliest day in which the security was so traded. If the security trades on more than one such exchange, the value shall be determined by the average of the high and low on that exchange on which the largest number of units of such security was traded that day.

4. **Privately Held Securities:** Gifts of closely-held corporate stock will be valued by an Approved Appraiser at the time of receipt.

5. **Real Property:** Real property gifts will be reported based on the appraised value as determined by an Approved Appraiser at the time of transfer, as defined by the date of the recordation of the deed of transfer.

6. **Life Insurance:** Life insurance gifts will be valued at their interpolated terminal reserve value, or cash surrender value, as of the date of receipt.

7. **Gifts In Kind; Tangible Personal Property:** Gifts other than cash, marketable or privately held securities or real property or mineral interests or other tangible personal property will be determined by an appraisal from an Approved Appraiser. Gifts in kind of an indeterminate value will be recorded and acknowledged as received with no value stated. Written documentation of transfer of ownership, rather than the physical transfer alone, will determine the date on which official transfer occurs.

8. **Oil and Gas Property:** Any oil and gas property gift will be valued on the basis of an appraisal made by an Approved Appraiser at the time of transfer.

**Unacceptable Gifts**

The School will not accept any gift which is subject to a known adversarial legal proceeding, claim or challenge, a serious known environmental problem, is inconsistent with the mission or goals of the School, or obligates the school to any action, inaction or burden which the Board deems inappropriate or unacceptable. Under most conditions, the School will not accept gifts (i) subject to mortgage or indebtedness for which the School would have to assume a general obligation or otherwise be liable; (ii) that pass on pre-existing liabilities to the School; (iii) that generate Unrelated Business Taxable Income; or (iv) that improperly inures to the benefit of any individual or in a manner that would jeopardize the School’s tax-exempt status.

**Restrictions on Gifts**

The School will accept unrestricted gifts and gifts for specific programs and purposes, provided that such gifts are not inconsistent with the School’s stated mission, purposes and priorities. The School will not accept gifts that are too restrictive in purpose.

1. **Unrestricted Gifts:** The Advancement Office is responsible for securing unrestricted gifts that support the School’s operating and capital needs. Unrestricted Annual Fund revenue is expended one year subsequent to the year in which it is raised.
2. **Restricted Gifts:** Restricted gifts are accepted if they are consistent with the School’s mission and programs and are otherwise beneficial and acceptable to the School. Restricted gift revenue is expended in the current fiscal year in which it is received. Restricted gifts are placed in restricted budget accounts and used only for the purpose designated by the donor. A contribution to a specific individual, such as a student, faculty member, or family, does not qualify as a charitable donation. The School does not recognize membership dues as a tax-deductible donation. Restricted gifts are not counted toward the unrestricted Annual Fund goal that is part of the annual operating budget. Restricted gifts are included in all reports of the total funds raised upon completion of an annual fund campaign.

**Capital Campaigns**

The School periodically conducts capital campaigns to meet emerging needs for new construction, renovation, major equipment and/or endowment. The goals for each campaign are established by the Board. The Advancement Director and Head of School oversee capital campaigns with the assistance of outside counsel when necessary.

**Gifts to Endowment**

A gift may be made to the School’s general endowment or an already established restricted endowment. These gifts may be made in “memory of” or in “honor of” a person or persons. When no restriction is specified by the donor, gifts will be placed in the general endowment.

A minimum of $15,000 is required to establish an unrestricted endowed fund to commemorate a special occasion or memorialize an individual. A minimum of $25,000 is required to establish a restricted named endowment fund. Memorial gifts may be restricted for a purpose requested by the donor if the purpose is approved by the Advancement Committee of the Board.

The endowment is managed by the Finance/Facilities Committee of the Board, with the assistance of outside advisors as necessary.

**Gift Acknowledgement**

It is the responsibility of the Advancement Office to officially record, receipt and acknowledge gifts to the School. Gifts will be processed through the Advancement 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.

Requests of anonymity by donors will be honored and information about the donor’s financial status, plans or assets will be held in confidence and used only for the purposes of fulfilling logistical requirements of the gift transaction and legal requirements and obligations as determined by the School. 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 publicly recognize a donor and his/her gift is assumed unless otherwise requested. The Head of School and/or the Advancement Director will acknowledge all annual fund and capital campaign gifts through thank you letters.
Special event contributions are acknowledged by a member of the Advancement Office. All fundraising events in which there is a publicized or inferred contribution element must comply with IRS regulations concerning tax deductibility. It is the School’s responsibility to disclose the deductible amount of any ticket price to attend an event. The School will assign a realistic fair market value to the event. The School will comply with current IRS regulations regarding tax deductibility.

**Responsibility for IRS Filings**

The School shall ensure that if required, IRS Form 8282, Donee Information Return, is filed upon the sale, exchange, consummation, or other disposition (with or without consideration) of any asset within three (3) years after the date the School received the property, if the charitable deduction value of the item was more than five thousand dollars ($5,000). Form 8282 must be filed within one hundred twenty-five (125) days of the date of the disposition. The School shall ensure also that Form 8282 is provided to the donor.

**Donor Recognition**

The School uses many forms of recognition to acknowledge the generosity of donors. Provision will be made to recognize all donors regardless of the size of their gift. The School utilizes the following primary forms of donor recognition:

1. **Publications:** All donors will be recognized in the School’s Annual Report and/or other School publications such as “Cooper News” and/or event programs and/or signage, unless anonymity is requested by the donor.

2. **Named Gift Opportunities:** Opportunities to provide a genuine and lasting form of recognition for the generosity of donors include:
   
   (a) Buildings, Classrooms and other Spaces: Gift levels to name buildings, classrooms and other spaces will be determined by the School. In general, the naming of a new building will require a gift equal to approximately 50% of the cost of its construction. The installation of the donor recognition will occur when 50% of the pledge has been fulfilled, or when otherwise agreed upon and confirmed in writing by the donor and the School.

   (b) Multiple donors are not permitted to combine capital donations to secure a naming opportunity, unless specifically agreed upon in writing between the donors and the School.

   (c) The School reserves the right to alter or change the placement of a named gift opportunity in the event of unforeseen modifications in the campus design and structure.

   (d) Endowment: A minimum gift of $15,000 is required to establish an unrestricted named endowment. A minimum gift of $25,000 is required to establish a named endowment that has a restricted purpose.
3. **Other Provisions Concerning Naming Opportunities:**

(a) All building naming opportunities must be documented in a donor agreement signed by the School and the donor. Such donor agreement shall set forth the amount of the gift, the specific selected naming opportunity and its term, general details regarding the location, size and style of any related signage and any agreed upon publicity regarding the gift.

(b) No naming opportunity shall exceed the life of a building, field, or other physical facility of the School. Intangible assets of the School, such as endowments, funds, or similar assets, may be named in perpetuity.

(c) Names and/or wording that would undermine the School’s intended message, such as those that would interfere with the School’s mission, or goals, those that are inconsistent with the values of the School, or those that compromise the School’s safety standards, shall not be approved. If the School, in its sole discretion, determines that the 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 the agreed upon name from the building and offer the naming opportunity to other donors. In such case, the School shall not be required to return all or any portion of the gift. Naming opportunities should not detract from the School’s honor or reputation.

(d) To the extent possible, names 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.

(f) The School will make every effort to select signage agreeable to the donor; however, the School reserves the right to make the ultimate selection of signage.

(g) In any case in which signage may be removed by the School in accordance with this Policy (and the related Naming Opportunity 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 Opportunity to the prior donor or to return all or any portion of any contribution, gift or pledge made in association with the removed signage.

(h) Considerations in determining naming opportunities include giving levels at the School in prior campaigns, comparable structures, the estimated cost of construction, prominence of the structure and perceived donor appeal.
Subject to the Board’s approval, the School may offer a Naming Opportunity associated with its facilities 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 Opportunity”). In offering Honorary Naming Opportunities, preference will be given to those persons or organizations and events that had a substantial impact upon the education of the School’s students, or who rendered distinguished service to the School. This guideline, however, shall not preclude consideration of names of persons of local, state, national or international prominence. Honorary Naming Opportunities shall be offered for such term as is determined by the Board in its sole discretion and may be revoked by the Board at any time for any or no reason.

The Director of Advancement has the authority to offer and accept Temporary Naming Opportunities that otherwise comply with this policy on the School’s behalf. Temporary Naming Opportunities are those which are offered for a period of one calendar year or less, are not associated with a School facility specifically covered by another provision of this Policy, have not been offered as a Naming Opportunity in conjunction with a capital campaign and are offered in return for a contribution, gift or pledge with a temporary outlook. By way of example, Temporary Naming Opportunities include certain of the School’s parking spaces or campus road names.

If a donor does not fulfill his/her financial commitment to the School within the agreed upon pledge period, donor recognition may be removed, not installed, or decreased to the appropriate gift and recognition level, at the sole discretion of the School.

The Board may grant an exception to these general policies on an individual case-by-case basis.

Honorarium/Memorial Designations on Campus

Periodically, the School receives requests to establish plaques, plant trees, or create some other physical representation on campus to honor deceased alumni, students, employees, family members and friends. It is important that any memorial designations fit appropriately into the overall environment of the campus and that they be placed in areas where future construction is not anticipated.

This process complements, but does not replace other existing avenues for memorial gifts including scholarships, various kinds of endowments and other naming opportunities.

1. **Endowed Funds**:

   (a) Donation to the endowment and naming of a campus classroom (valued by the School at the time of the donation).
(b) Donation to endowment for scholarships (Minimum $25,000).

2. **Tangible Options for Honorariums/Memorials:**

   (a) Seat plate in the Performing Arts Center, The Glenn Family Main Stage.

   (b) The purchase of playground equipment (to be selected jointly with School administration) and a name plate (amount to be determined by purchase price).

   (c) The purchase of furniture, classroom or other equipment such as Student Center fireplace gathering area, outdoor benches or tables, etc. (to be selected jointly with School administration) and a name plate (amount to be determined by purchase price).

   (d) Planting of a tree and a name plate (amount to be determined by purchase price).

**Other Campus Displays**

The School is proud to display pieces of art work throughout the campus. The following guidelines are in place regarding these pieces.

1. The art work is created by a current student and recommended for display by the Visual Arts Department Chair.

2. A Visual Arts teacher is commissioned by the School to create a piece of art at the School’s request.

3. The School, in its sole discretion, determines that art work offered by a donor is appropriate and brings benefit to the School.

**Confidentiality and Privacy**

In the course of discussing major gift prospects for the School, volunteers, trustees, employees and fundraising consultants 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. All fundraisers for the School agree to follow these policies.

1. All discussions concerning major gift donor prospects are 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 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 other entity. All copies of documents with this information are strictly controlled and accounted for to avoid inadvertent distribution of them.

**Changes to Policies**

The Advancement Director, the Board’s Advancement Committee and the Head of School will review these Policies as necessary. The Board retains the right and authority to alter, amend or revoke these Policies at any time and from time to time.