

GIFT ACCEPTANCE POLICY AND GUIDELINES
Jewish Community Center of York PA

Approved by the Board of Directors
12/5/2013

Table of Contents

Introduction.....	2
Mission	2
Purpose	2
Terms and Definitions	3
Guiding Principles	5
General Guidelines	5
Gift Acknowledgement	5
Gift Acceptance Committee	5
Periodic Review	5
Valuation of Gifts.....	5
Responsibility for IRS Compliance.....	5
Use of Legal Counsel.....	5
Donor Conflict of Interest	6
Types of Gifts	6
Cash.....	7
Matching Gifts	8
Property.....	8
Securities	9
Planned Gifts.....	9
Bequests	9
Charitable Remainder Trusts	10
Charitable Lead Trusts.....	10
Insurance	10
Retirement Plan	10
Charitable Gift Annuities	11
Sponsorships	11
Commercial Co-Ventures (Point of Sale).....	11
Restrictions on Gifts	12
Changes to Gift Acceptance Policies	12
Appendix A: Donor Bill of Rights.....	13
Appendix B: Model Standards of Practice for the Charitable Gift Planner	14

INTRODUCTION

The York Jewish Community Center (JCC), a not-for-profit organization organized under the laws of the State of Pennsylvania, encourages the solicitation and acceptance of gifts to the JCC (hereinafter referred to as the JCC) for purposes that will help the JCC to further and fulfill its mission. The following policies and guidelines govern acceptance of gifts made to the JCC or for the benefit of any of its programs.

MISSION

Our mission, as a premiere Jewish Community Center (JCC) is to strengthen and preserve Jewish culture, promote respect for diversity, support the State of Israel and World Jewry and enhance the well being of the members and communities we service through cultural, education, recreational, social, wellness and child development opportunities.

PURPOSE

The JCC has established a fund development program to help donors achieve their charitable aspirations at the JCC. Paramount in this effort is an unyielding observance of the highest ethical standards regarding the solicitation, acceptance and on-going management of these gifts.

This policy statement is designed to ensure that all gifts to, or for the use of, the JCC are structured to provide maximum benefits for both the donor and the JCC.

Due to the ever-increasing complexity of philanthropic plans and concepts, this policy has been developed to establish standards by which all gifts to the JCC will be evaluated, as well as a formal process for carrying out such evaluations.

The Board of Directors of the JCC and its staff solicit current and deferred gifts from individuals, corporations, and foundations to secure the future growth and missions of the JCC. These policies and guidelines govern the acceptance of gifts by the JCC and provide guidance to prospective donors and their advisors when making gifts to the JCC. The provisions of these policies shall apply to all gifts received by the JCC for any of its programs or services.

TERMS AND DEFINITIONS

Charitable Gift Annuity: a transaction in which an individual transfers cash or property to a charitable organization in exchange for the charity's promise to make fixed annuity payments to one or two life annuitants.

Charitable Lead Trust: trusts that are designed to provide income payments to at least one qualified charitable organization for a period measured by a fixed term of years, the lives of one or more individuals, or a combination of the two; after which, trust assets are paid to either the grantor or to one or more non-charitable beneficiaries named in the trust instrument.

Charitable Remainder Trust: a trust that provides for a specified distribution, at least annually, to at least one non-charitable income recipient for a period specified in the trust instrument, with the remainder interest paid to at least one charitable beneficiary.

Commercial Co-Venture: co-venturing occurs when a business announces to the general public that a specific amount or a specific percentage of the purchase price of a product or service will, during a stated period, be paid to the non-profit organization.

Conditional Gift: gifts that because of some qualifier or restriction are considered non-routine. Conditional gifts may commit the JCC to act within a specified time or use a gift for a specific purpose.

Donor: a person or group that gives something in order to help a person or organization

Endowment: A financial asset donation made to a non-profit group or institution in the form of investment funds or other property that has a stated purpose at the bequest of the donor. Most endowments are designed to keep the principal amount intact while using the investment income from dividends for charitable efforts. Income may be unrestricted or restricted.

Gift: A gift is not consideration in the legal sense and therefore the donor receives no direct benefit and requires nothing in exchange beyond an assurance that the intent of the contribution will be honored. A gift is any donation given to the JCC. It may include, but is not limited to, cash, subscriptions, books, magazines, works of art, other property of value, marketable securities, or other planned giving.

In-Kind/Tangible Personal Property: Gifts of personal property and in-kind gifts include, but are not limited to, such items as precious metals, jewelry, artwork, collections and equipment.

Matching Gifts: Matching gifts are gifts from the donor's employer that match the donor's gift to the JCC. The donor must notify their employer of the gift and submit appropriate forms to the JCC so that the employer will pay the match. These gifts may be restricted or unrestricted.

Memorial/Honorarium: These are gifts given to memorialize or honor a particular individual or individuals.

Permanently Restricted Gift: A permanently restricted gift is a gift to be invested for the purpose of producing present and future income that may be expended or reinvested with the original gift. The principal (or corpus) of the gift is to be kept intact. Income is expended according to the current policy of the JCC Board of Directors and may be restricted or unrestricted according to the donor's intent. This type of gift is often referred to as an Endowment Fund.

Planned Gifts: Planned gifts generally are gifts or commitments made in the present with the benefit to the JCC "deferred" until a future date. However, planned gifts may include outright gifts of appreciated property (securities and real estate) or gifts of tangible personal property. Donors, who inform the JCC regarding intent of a planned gift to the JCC, whether revocable or irrevocable, are welcomed into the JCC's Judean Club or CSL's Legacy Society.

Pledge: Pledges are commitments to give a specific dollar amount according to a fixed time schedule.

Real Property/Real Estate: Real estate property is defined as land, its natural resources, and any permanent buildings on it.

Restricted/Designated Gift: A restricted gift is any gift that is solicited or given for sole use on a specific campaign, program, department, or service as intended by the donor or the solicitation. Any discriminatory restrictions could cause the JCC to lose its tax-exempt status or the donor to lose the charitable income tax deduction for the gift.

Securities: Securities, stock or mutual funds are traded on any recognized stock exchange or have prices quoted daily and are readily marketable.

Sponsorship: corporations and other organizations that donate money, products, or services to support specific activities, events, or projects to benefit the organization.

Temporarily Restricted Gift: Temporarily restricted gifts are to be invested for the purposes of the JCC. Income/and or principal is expended annually for the donor's choice of JCC programs or services. A temporarily restricted gift where the income and/or principal is expended annually at the discretion of the donor is referred to as a Donor Guided Fund.

Unrestricted/Undesignated Gift: Unrestricted gifts are given for the purposes of the JCC and income and/or principal may be used at the discretion of the JCC's Board of Directors. The donor does not specify any direct program uses.

Unsolicited Gift: Unsolicited gifts are gifts that are made to the JCC without the JCC's awareness of the donor's intent to give.

GUIDING PRINCIPLES

All gifts to the JCC shall be evaluated within the following guiding principles:

- In accepting a gift, the JCC accepts the responsibility to the donor to steward that gift properly. This includes administering the gift properly; providing the donor with accurate, timely financial information about the gift; and, when appropriate, reporting to the donor about the use of the gift.
- Donations of gifts for unrestricted, general purposes are encouraged because of the flexibility they provide to the JCC.
- The JCC does not provide legal, accounting, tax, or other such advice to donors. Each donor is ultimately responsible for ensuring their proposed gift meets and furthers their charitable, financial, and estate planning goals. As such, each donor is encouraged to meet with a professional advisor before making any gift to the JCC.

GENERAL GUIDELINES

Gift Acknowledgement

All donors are to be sent a gift receipt within a reasonable timeframe. When appropriate, donors shall be given tokens of appreciation not to exceed federal requirements. The Development Department shall be responsible for oversight and compliance with the requirements regarding gift acknowledgement and receipts. The Recognition Policy should be used in guidance for proper donor recognition.

Gift Acceptance Committee

The Gift Acceptance Committee consists of the Executive Director, Chief Financial Officer, Development Director, President of the Board of Directors, Finance Committee Chair and the Fund Development Chair. This committee reviews exceptions to established gift acceptance and recognition issues as appropriate. The President may take issues to the Board's Finance Committee or Executive Committee as necessary.

Periodic Review

General Review. The Gift Acceptance Committee shall periodically (but no less frequently than every five years) review these policies to ensure that they continue to accurately describe the policies of the JCC with respect to acceptance of charitable gifts, and shall propose to the full Board of Directors for adoption those revisions that the Committee shall determine to be necessary or appropriate in order for the Statement of Policy to accurately reflect the policies of the JCC.

Specified Review. These policies shall be reviewed and ratified by the Board of Directors each time the Board determines that the JCC will embark on a capital or other fundraising campaign other than annual campaigns. These policies shall also be reviewed upon the enactment or promulgation of legislation or regulatory rules affecting fundraising and gift acceptance by the JCC, to assure continued compliance by the JCC with relevant legislation and rules.

Valuation of gifts for development purposes

The JCC will record a gift received by the JCC at its valuation for gift purposes on the date the gift is received or converted to cash. No gift can or will be used in exchange for goods or services at the JCC.

Responsibility for IRS Compliance

Acknowledgement of all gifts made to the JCC and compliance with the current IRS requirements in acknowledgement of such gifts shall be the responsibility of the Board of the Charity. IRS Publication 561 *Determining the Value of Donated Property* and IRS Publication 526 *Charitable Contributions* are referred to and followed by the JCC.

Use of Legal Counsel

The JCC shall seek the advice of legal counsel in matters relating to acceptance of gifts when appropriate. Review by counsel is recommended for:

- Documents naming the JCC as Trustee.

- The review of all transactions governed by contracts or legal documents. This would include bargain sales, trusts naming the nonprofit as trustee, or any document obligating the trustee to take action.
- Transactions with potential conflict of interest that may invoke IRS sanctions or with potential conflicts of interest. This may include use of board members as sales agents in transactions, leases of gift property to staff or board, etc.
- Other instances in which use of counsel is deemed appropriate by the Gift Acceptance Committee

DONOR CONFLICT OF INTEREST

- The JCC recognizes the importance of independent advice for the donor and recognizes mutual respect and trust as outlined in the Donor Bill of Rights (Appendix A).
- The JCC will urge all prospective donors to seek the assistance of personal legal and financial advisors in matters relating to their gifts and the resulting tax and estate planning consequences.
- The JCC will comply with the Model Standards of Practice for the Charitable Gift Planner promulgated by the National Committee on Planned Giving, shown as in Appendix B of this document.
- Gifts will be vetted carefully to avoid any conflicts of interest or conditions that are unacceptable to the JCC.
- The JCC reserves the right to decline a gift from any donor with whom we have or may potentially have an adversarial relationship, if acceptance may create a perception of the JCC which is not in keeping with its mission.
- The JCC reserves the right to decline any gift that does not further the goals of the organization or involves special expenditures or maintenance or other conditions that the organization would be unable to satisfy.
- The JCC will neither accept nor solicit any contributions from corporations with whom it is involved in litigation, or from corporations it has the potential to litigate against in the foreseeable future.
- Any gift that may result in a conflict of interest, or has financial or operational implications, should be brought to the attention of the Development Department for review with the Gift Acceptance Committee and the Executive Management Team, as appropriate.

TYPES OF GIFTS

The following gifts are acceptable:

- Cash
- Matching Gifts
- Property
 - Tangible Personal Property/In-Kind Gifts
 - Real Estate/Property
- Securities
- Planned Gifts
 - Bequests
 - Charitable Remainder Trusts
 - Charitable Lead Trusts
 - Insurance
 - Retirement Plan Beneficiary Designations
 - Charitable Gift Annuities
- Sponsorships
- Commercial Co-Ventures (Point of Sale)

Gift Policies

The following policies relate to the types of gifts typically received by the JCC. It is understood that special gifts or circumstances might require a case-by-case review by the Executive Director and the Development Office and might not be addressed by this document. The following criteria govern the acceptance of each gift form:

Cash

Cash gifts can take the form of currency (value subject to exchange rates), check, or credit card contribution. Checks shall be made payable to The York Jewish Community Center and shall be delivered to the Development Department in the JCC's administrative offices. Cash may be delivered in person, by mail, by Electronic Funds Transfer (EFT), or by wire transfer. Cash (currency and check) gifts are reported the day the JCC Development Department receives the cash. With EFT or wire transfer gifts, the date of the gift shall be the date the money is transferred into the JCC's bank account. Credit card gifts are reported on the day the credit card gift is received.

Pledges: A charitable pledge is a contract between a donor and a charity in which the donor promises to make a contribution in the future. Pledges may be oral or in writing. According to the Financial Accounting Standards Board (FASB), charities are required to record enforceable pledges as assets when they are made, just like any other debt obligation.

Pledges are commitments to give a specific dollar amount according to a fixed time schedule. Unrestricted pledges (Annual Campaign) or pledges for specific programs and services for amounts less than \$15,000 and are to be paid by the end of the fiscal year in which the pledge is made.

All other pledges must follow these guidelines:

- A pledge form must be used for all pledges made to the JCC to be paid over a period of more than one year
- Annual gifts of \$15,000 or more (Tzedakah Partners) must be paid over a period of three years (\$5,000 per year)
- The amount of the pledge must be clearly specified
- There should be a clearly defined payment schedule
- There shall be no contingencies or conditions
- The acknowledgement and any naming opportunity associated with the pledge shall be removed if for any reason the pledge is not completed within the agreed upon payment schedule (see Recognition Policy)
- Capital campaign or special campaign pledges of \$5,000 or more will be presented the option of paying over the period of five years. Lesser amounts can be considered for payment over a period of five years on a case-by-case basis for donors who request it

Pledge Recording Policies

- Anticipated matching gifts will not be included in pledge amounts
- Pledges and expected matching gifts will qualify separately for donor recognition in appropriate giving level groups
- If for any reason (rounding, gift evaluation or continued incremental giving) the pledge amount is altered, the donor will be recognized at the level of final payment
- Pledges are legally binding and enforceable and the JCC may take legal action to collect the unpaid balance.
- In the event of death, the JCC may pursue the unpaid balance from the donor's estate, unless there are provisions in the donor's will or the family has indicated there is an intent to complete the pledge
- All requests to cancel a pledge for an annual gift must be presented to and approved by the Development Department and reported to the Finance Committee.
- All requests to cancel a multi-year campaign pledge must be presented to and approved by the Finance Committee and reported to the Board of Directors.

Matching Gifts

The JCC will accept matching gifts from any corporation made in support of a donation initiated by an individual employee.

Property

Gifts of property shall be sold or used for the benefit of the JCC, at the sole discretion of the JCC.

Tangible Personal Property/In-kind Gifts

Gifts of personal property and in-kind gifts include, but are not limited to, such items as precious metals, jewelry, artwork, collections and equipment. Gifts of personal property shall be sold or used for the benefit of the JCC, at the sole discretion of the JCC. Donors will also be informed at the time of the acceptance of said gift that the JCC will, as a matter of policy, cooperate fully in any and all matters related to IRS investigations of non-cash, personal property charitable gifts.

Real Estate/Real Property:

Gifts of real estate property are defined as land, its natural resources, and any permanent buildings on it. A gift of residential, rental, commercial, industrial or agricultural real property shall be accepted only following a visit by the Executive Director and subsequent approval by the JCC Board of Directors after having advice of counsel in connection with making such determination.

Evaluation of Costs Associated with Acceptance of Certain Gifts

Proposed gifts of property and gifts-in-kind must be evaluated to determine whether the costs to the JCC associated with receiving the gift can be accommodated prudently. Such evaluations might include the possible cost of transportation to the JCC, storage costs while making adequate physical space available, cost of maintenance, repair and insurance, and cost of disposal.

For example, accepting real property might require payment of closing costs, payoff of debt secured by the property, and physical changes to the property necessary to ensure safety or to control environmental hazards. Similarly, the cost to retrofit physical space and provide necessary utilities associated with a proposed gift may be deemed excessive. Occasionally, associated costs might outweigh the benefits of the acceptance of a gift.

The authority and responsibility for prompt, careful evaluation of such costs shall rest with the Gift Acceptance Committee, which shall, after conferring with the appropriate professionals, bring the gift proposal to the Board of Directors for a review and decision.

Criteria for Acceptance of Property

Criteria for acceptance of the property shall include:

- Does the property fulfill the mission of the JCC?
- Is the property useful for the purposes of the JCC?
- Is the property marketable?
- Results from an environmental review on real estate property.
- Are there any undue restrictions on the use, display, or sale of the property?
- Are there any restrictions, reservations, easements, or other limitations associated with the property?
- Are there carrying costs, which may include insurance, property taxes, mortgages, or notes, etc., associated with the property? If selling, the JCC must be able to recoup an acceptable multiple of carrying costs.

Fees

Normally, all fees or costs associated with gifts to the JCC will be the responsibility of the donor. Exceptions to this policy will be made by the Board of Directors based on recommendations made by the Gift Acceptance Committee.

Qualified Appraisals

The value of gifts accepted is determined by current appraisal, provided by the donor, of the fair market value according to guidelines of the IRS. Legal and ethical requirements prohibit the JCC from appraising gifts. This protects both the donor and the JCC. Such appraisals are to be conducted by certified, independent appraisers not associated in any way with the JCC, and the cost shall be the donor's responsibility. Prior to acceptance, the JCC may require an independent appraisal for real properties offered to the JCC. In many cases the JCC will request that the donor pay the costs associated with obtaining a certified appraisal and other studies necessary to evaluate a gift of real property. The JCC will review the title to the real property, building code compliance, zoning compliance, environmental health of the property and other factors as may be recommended by its legal counsel in determining the acceptability of a real property gift.

Acceptance of Gifts of Property

The final determination on the acceptance of other tangible property gifts shall be made by the Gift Acceptance Committee of the JCC. The JCC and donor must mutually agree on the value of the property prior to gift recognition.

Securities

Securities or mutual funds that are traded on any recognized stock exchange or that have prices quoted daily and are readily marketable will be accepted as outright gifts.

Final determination on the acceptance of the securities shall be made by the Finance Committee of the JCC. Gifts must be reviewed prior to acceptance to determine that:

- there are no restrictions on the security that would prevent the JCC from ultimately converting those assets to cash,
- the security is marketable, and
- the security will not generate any undesirable tax consequences for the Charity.

If potential problems arise on initial review of the security, further review and recommendation by an outside professional may be sought before making a final decision on acceptance of the gift. The final determination on the acceptance of securities shall be made by the Executive Director and Chief Financial Officer of the JCC, and legal counsel when necessary. The JCC's Investment Policy states that all securities must be liquidated immediately upon receipt.

Planned Gifts

The JCC encourages donors to disclose their planned giving and/or bequest intentions to the JCC Development Office in writing to ensure the JCC is able to carry out their wishes and that the gifts conform to the principles stated in this Gift Acceptance Policy. Donors, who inform the JCC regarding intent of their planned gift to the JCC, whether revocable or irrevocable, are welcomed into the JCC's L'Dor V'Dor Society.

If there is a gift from the estate of a deceased donor that does not meet the principles of this Gift Acceptance Policy, that decision will be communicated to the legal representative of the estate. Attempts will be made to achieve a mutually acceptable gift agreement between both parties.

Bequests

Donors and supporters of the JCC will be encouraged to make bequests to the JCC under their wills and trusts. Such bequests will not be recorded as gifts to the JCC until such time as the gift is irrevocable. When the gift is irrevocable, but is not due until a future date, the present value of that gift may be recorded at the time the gift becomes irrevocable.

The JCC suggests the following language be incorporated into bequests.

"I give the rest of my property as follows: (_____) percent to the **Jewish Community Center of York PA, 2000 Hollywood Drive, York, PA 17403**, for its general use according to its mission.

Or

"I give the sum of \$(_____) to the **Jewish Community Center of York PA, 2000 Hollywood Drive, York, PA 17403**, for its general use according to its mission.

Charitable Remainder Trusts:

The JCC may accept designation as remainder beneficiary of a charitable remainder trust with the approval of the Gift Acceptance Committee of the JCC. The JCC will not accept appointment as Trustee of a charitable remainder trust.

Charitable Remainder Trusts (CRAT) are established when a donor irrevocably transfers money or securities to a trustee (not affiliated in any way to the JCC) who invests the assets to pay annual lifetime income to the donor or others chosen by the donor. At the end of the beneficiaries' lives, the remaining assets are distributed to the JCC.

Annuity trusts provide the tax advantages of current contributions with the security of fixed, lifetime incomes, generally for the donor and spouse. The agreed-upon annual payments remain unchanged regardless of how the investments perform.

Charitable Lead Trusts:

The JCC may accept a designation as income beneficiary of a charitable lead trust. The JCC will not accept an appointment as Trustee of a charitable lead trust.

This type of gift provides an income stream for a specified period of time to the JCC. The JCC receives the income from the trust and applies it, usually to a pre-determined project. The principal is then returned at the end of the set period to whomever the donor designates.

Gifts of Insurance

Donors and supporters of The JCC will be encouraged to name the JCC as beneficiary or contingent beneficiary of their life insurance policies. The JCC prefers life insurance policies that are fully paid. Such designations shall not be recorded as gifts to the JCC until such time as the gift is irrevocable. Where the gift is irrevocable, but is not due until a future date, the present value of that gift may be recorded at the time the gift becomes irrevocable.

Gifts of life insurance as part of planned giving should name the JCC beneficiary of the policy upon death or as beneficiary and owner.

All partially paid policies must have written explanation of how further premiums are to be paid. Said proposed gifts must be presented to and approved by the Gift Acceptance Committee prior to gifting. Said gifts will be valued at the surrender value of the policy the day the gift transaction is completed.

If the donor does not elect to continue to make gifts to cover premium payments on the life insurance policy, the JCC may:

- continue to pay the premiums,
- convert the policy to paid up insurance, or
- surrender the policy for its current cash value.

Retirement Plan Beneficiary Designations

Donors and supporters of The JCC will be encouraged to name the JCC as beneficiary of their retirement plans. Such designations will not be recorded as gifts to the JCC until such time as the gift is irrevocable. When the gift is irrevocable, but is not due until a future date, the present value of that gift may be recorded at the time the gift becomes irrevocable.

Charitable Gift Annuities:

The minimum gift for funding is \$10,000. The JCC may make exceptions to this minimum. The minimum age for life income beneficiaries of a gift annuity shall be 65.

Annuity payments may be made on a quarterly, semi-annual, or annual schedule. The JCC may approve exceptions to this payment schedule. The JCC will not accept real estate, tangible personal property, or any other illiquid asset in exchange for current charitable gift annuities.

Funds contributed in exchange for a gift annuity shall be set aside and invested during the term of the annuity payments. Once those payments have terminated, the funds representing the remaining principal contributed in exchange for the gift annuity shall be transferred to The JCC's general endowment funds, or to such specific fund as designated by the donor.

Sponsorships

Sponsors are defined as corporations and other organizations that donate money, products, or services to support specific activities, events, or projects to benefit the organization. The JCC prefers to partner with companies whose missions closely align with the JCC's own mission. The sponsor (company) may receive insubstantial benefits from their sponsorship without incurring any tax liability (see below). Material benefits however, may be subject to taxation and may subject the JCC to unrelated business income.

Examples of insubstantial benefits:

- Using sponsor logos and slogans that do not contain qualitative or comparative descriptions of the sponsor's products, services, facilities, or company;
- A list of the sponsor's locations (e.g., addresses), telephone numbers, facsimile numbers, or Internet addresses;
- Value-neutral descriptions (including displays or visual depictions) of the sponsor's product lines or services;
- Sponsor brand or trade names and product or service listings; and
- Designating a sponsor as an "exclusive sponsor" (as long as their product is not sold exclusively at event).

Commercial Co-Venture (Point of Sale)

Commercial co-venturing occurs when a business announces to the general public that a specific amount or a specific percentage of the purchase price of a product or service will, during a stated period, be paid to the JCC. When properly structured, this activity results in a charitable gift, the amount of which is dependent on consumer response to the promotion by the business sponsor.

The JCC selectively enters into commercial co-ventures and prefers to partner with companies whose missions closely align with the JCC's own mission. The JCC may accept funds from the point-of-sale of alcohol, tobacco or firearms with approval from the Gift Acceptance Committee. This does not preclude the JCC from accepting funds from these companies in the form of outright gifts of cash or gift in kind.

RESTRICTIONS ON GIFTS

The JCC 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. The JCC will not accept gifts that are too restrictive in purpose. Gifts that are too restrictive are those that are too difficult to administer, or gifts that are for purposes outside the mission of the JCC. All final decisions on the restrictive nature of a gift, and its acceptance or refusal, shall be made by the Gift Acceptance Committee of the JCC.

Frequently, donors require the JCC to use gifts in particular ways. It is the responsibility of the JCC to comply with such arrangements only if such a gift is accepted. The Development Department is responsible for ensuring compliance with the requirements regarding gift acknowledgements and receipts.

The donor must make restrictions known in writing. If a gift is in response to a proposal for restricting funding, it is, nevertheless, necessary for the donor to provide written restrictions or make reference to the proposal.

Endowments

Endowment gifts are those that donors specify are to be retained and invested for income-producing purposes. Income from endowments can be either restricted or unrestricted, based on donor direction. The JCC extends the opportunity for donors to name and restrict a new fund with a gift of \$25,000 or more and with prior acceptance of the restrictions by the Gift Acceptance Committee. Gifts of less than \$25,000 can be attributed to the general endowment or other existing endowments. Unless irrevocable, if funding is through a deferred instrument, the named endowment will not be instituted until funding is received.

CHANGES TO GIFT ACCEPTANCE POLICIES

These policies and guidelines have been reviewed and accepted by the Gift Acceptance Committee of the JCC. The Gift Acceptance Committee of the JCC must approve any changes to or deviations from these policies.

APPENDIX A

The Donor 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 nonprofit organizations and causes they are asked to support, we declare that all donors 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.
- 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.

© 2013, Association of Fundraising Professionals (AFP), all rights reserved. Reprinted with permission from the Association of Fundraising Professionals.

APPENDIX B

Model Standards of Practice for the Charitable Gift Planner

Preamble

The purpose of this statement is to encourage responsible gift planning by urging the adoption of the following Standards of Practice by all individuals who work in the charitable gift planning process, gift planning officers, fund raising consultants, attorneys, accountants, financial planners, life insurance agents and other financial services professionals (collectively referred to hereafter as "Gift Planners"), and by the institutions that these persons represent. This statement recognizes that the solicitation, planning and administration of a charitable gift is a complex process involving philanthropic, personal, financial, and tax considerations, and as such often involves professionals from various disciplines whose goals should include working together to structure a gift that achieves a fair and proper balance between the interests of the donor and the purposes of the charitable institution.

I. Primacy of philanthropic motivation

The principal basis for making a charitable gift should be a desire on the part of the donor to support the work of charitable institutions.

II. Explanation of tax implications

Congress has provided tax incentives for charitable giving, and the emphasis in this statement on philanthropic motivation in no way minimizes the necessity and appropriateness of a full and accurate explanation by the Gift Planner of those incentives and their implications.

III. Full disclosure

It is essential to the gift planning process that the role and relationships of all parties involved, including how and by whom each is compensated, be fully disclosed to the donor. A Gift Planner shall not act or purport to act as a representative of any charity without the express knowledge and approval of the charity, and shall not, while employed by the charity, act or purport to act as a representative of the donor, without the express consent of both the charity and the donor.

IV. Compensation

Compensation paid to Gift Planners shall be reasonable and proportionate to the services provided. Payment of finder's fees, commissions or other fees by a donee organization to an independent Gift Planner as a condition for the delivery of a gift are never appropriate. Such payments lead to abusive practices and may violate certain state and federal regulations. Likewise, commission-based compensation for Gift Planners who are employed by a charitable institution is never appropriate.

V. Competence and professionalism

The Gift Planner should strive to achieve and maintain a high degree of competence in his or her chosen area, and shall advise donors only in areas in which he or she is professionally qualified. It is a hallmark of professionalism for Gift Planners that they realize when they have reached the limits of their knowledge and expertise, and as a result, should include other professionals in the process. Such relationships should be characterized by courtesy, tact and mutual respect.

VI. Consultation with independent advisors

A Gift Planner acting on behalf of a charity shall in all cases strongly encourage the donor to discuss the proposed gift with competent independent legal and tax advisors of the donor's choice.

VII. Consultation with charities

Although Gift Planners frequently and properly counsel donors concerning specific charitable gifts without the prior knowledge or approval of the donee organization, the Gift Planners, in order to insure that the gift will accomplish the donor's objectives, should encourage the donor, early in the gift planning process, to discuss the proposed gift with the charity to whom the gift is to be made. In cases where the donor desires anonymity, the Gift Planners shall endeavor, on behalf of the undisclosed donor, to obtain the

charity's input in the gift planning process.

VIII. Description and representation of gift

The Gift Planner shall make every effort to assure that the donor receives a full description and an accurate representation of all aspects of any proposed charitable gift plan. The consequences for the charity, the donor and, where applicable, the donor's family, should be apparent, and the assumptions underlying any financial illustrations should be realistic.

IX. Full compliance

A Gift Planner shall fully comply with and shall encourage other parties in the gift planning process to fully comply with both the letter and spirit of all applicable federal and state laws and regulations.

X. Public trust

Gift Planners shall, in all dealings with donors, institutions and other professionals, act with fairness, honesty, integrity and openness. Except for compensation received for services, the terms of which have been disclosed to the donor, they shall have no vested interest that could result in personal gain.

Adopted and subscribed to by the National Committee on Planned Giving and the American Council on Gift Annuities, May 7, 1991. Revised April 1999.