



GIFT ACCEPTANCE POLICY

Preamble

The mission of Forsyth School is to provide children with a supportive atmosphere and opportunities for success in order that they may develop self-confidence and a love of learning.

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

The Gift Acceptance Policy (GAP) was created and approved by the Forsyth Board of Trustees (Board) in October 2016, with the assistance of the Board's Development Committee (DC), Forsyth's Investment Committee (IC), and Forsyth's Development Office (Office). The Head of School, Office, and Board, as appropriate, are responsible for approving and/or making exceptions to the GAP.

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

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



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I. Policy

A. Overview

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

B. General Provisions

1. Gift must support Forsyth's mission; Forsyth reserves the right to decline any gift that does not further the mission.
2. Gift must conform to federal and state tax laws and regulations related to charitable giving.
3. Gift must be given as an irrevocable transfer of money or property with no rights reserved by the Donor.
4. Gift must be delivered to the Office by hand, or made directly by mail or electronic transfer.
5. Gift made in one fundraising campaign will not be transferred to another campaign.
6. Gift made in support of financial assistance through the biennial Forsyth Auction and/or special events in which no goods or services are received will be recognized as a gift to Forsyth.
7. Memorial or honorary gifts made as a tribute to an individual will be accepted.
8. For the purposes of this policy, tuition is not considered a gift.
9. All gifts are subject to review and approval by the Office, Head of School, and/or Board, as appropriate.
10. During periodic comprehensive capital, endowment, and/or unrestricted campaigns, continued unrestricted support of the School's Annual Fund is essential to maintaining the excellence associated with a Forsyth education. During such times, capital and endowment gifts are encouraged to be over and above normal annual unrestricted support. It is important that all facets of giving work in concert to achieve the School's mission.
11. The School may assign "soft credits" to individuals who are either affiliated with a gift or have directed the gift but may not legally qualify to receive the tax deduction for the gift. Soft credits are often granted to individuals when the School receives gifts from donor advised



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- funds, foundations, and company matches. In addition, a family may “combine” multiple gifts to reach a higher recognition level. In such cases, the gift will be counted for recognition purposes as a “family gift” at the combined level, but donors will only be receipted for the amount of their individual gift. In dividing gifts for soft credit among several individuals, soft credit distributions cannot total in excess of the legal receipted gift amount. Seek appropriate tax guidance when using a donor advised fund.
12. Communication should be coordinated, clear, and continual between and among the Office, Head of School, various Board members, and potential, existing and previous donors.
 13. Gifts made by persons who are subject to the School’s Conflict of Interest Policy must be in accordance therewith.
 14. The School reserves the right to decline any gift.
 15. Should the fulfillment of the purpose of a gift become obsolete, inappropriate, or impractical as determined by the Board, the School reserves the right to consult with the donor to redirect a restricted gift.
 16. Notwithstanding anything in these Policies to the contrary, gifts of “unusual size” to the School from any person who is not a member of Forsyth School but who is related to an applicant-for-admission into the School will not be considered until written notification of the results of such application are released to the applicant’s family. In addition, the School will not consider gifts of “unusual size” from a member of Forsyth School when such member is related to one (1) or more children in the application process and/or on the wait list until written notification of the results of such application or wait list determination are released to the applicant’s family. A gift is of “unusual size” if the value of such gift substantially exceeds the value of any gift made by such donor in previous years, as determined by the Office, Head of School, and/or Board, as appropriate.
 17. These Policies should be re-examined periodically for needed updating and revision to assure the growth of all giving programs at the School. Changes necessitated by any change in local or federal law are to be made immediately without formal amendment to these Policies.

C. Designated and Undesignated Gifts

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



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D. Gift Fee and Commission

1. Donor or charitable trust must pay any donor related fees (e.g., professional counsel, tax advisor, etc.) related to a gift to Forsyth.
2. Forsyth will not pay any fee or commission to any individual, group, or entity for directing a gift or completing a gift instrument to Forsyth.

E. Donor Recognition

1. Donor will be recognized for the total value of all gifts, including third-party entity gifts made on behalf of Donor, that have been received by Forsyth during the fiscal year in which the gifts were given.
2. Donor will be recognized for the full amount of all gifts and pledges made during a campaign period.
3. Donor recognition signage for named physical spaces must conform to Forsyth's design standards.
4. If a named physical space is rebuilt, renovated, or demolished as part of on-campus construction less than 50 years after the date the space was named, a comparable space will be provided to Donor for naming.
5. A named physical space that is demolished or destroyed by natural disaster or fire less than 50 years after the date the space was named, the rebuilt space will be provided to Donor for naming.
6. Donor and honoree will be recognized for any memorial or honorary gifts.
7. Forsyth has full discretion to determine the manner in which the Donor and/or honoree is honored (e.g., name plate in a book, communication in a magazine, etc.).
8. Anonymous gifts will be recognized as "anonymous" in donor reports under the appropriate giving category.
9. Forsyth School is grateful to honor individuals who have and continue to demonstrate extraordinary commitment to our School through their philanthropic support. They will be members of the Honor Roll in perpetuity to recognize their leadership in giving to Forsyth School. The Honor Roll list includes donors who have reached or exceeded \$50,000 in cumulative gifts and paid pledges. The School recognizes them according to the following scale:
 - Bronze: \$50,000 to \$99,999
 - Silver: \$100,000 to \$249,999
 - Gold: \$250,000 to \$499,000
 - Platinum: \$500,000 to \$999,999
 - Diamond: \$1,000,000 plus

F. Special Circumstances

1. Executive Committee of the Board of Trustees will review gifts from current or former Board and/or Board Committee member, and/or member's affiliated business or personal organization(s) seeking to be recognized by a named endowed fund or physical space, or for which the Donor will receive a special benefit/access.



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II. Types of Gifts and Giving Methods

A. Overview

1. Forsyth accepts current and/or planned gifts of the following types:
 - Cash, check, and credit card;
 - Stock gifts;
 - Third-party entity gifts;
 - Real estate gifts;
 - Tangible personal property gifts;
 - Planned gifts; and
 - In-kind gifts.
2. Office will provide written acknowledgement and/or gift receipt within 48 hours of the receipt of the gift.
3. In the event a Donor elects to make a lump-sum gift for a specific use or fund (e.g., creating an endowed fund, naming a physical space, etc.), the terms of such gift must be mutually agreeable and memorialized in writing by Forsyth.

B. Stock Gift

1. Stocks, bonds, or any other securities can be transferred to Forsyth as a gift.
2. The value of a stock gift is the average of the high and low value of the stock on the date the gift is received by Forsyth's brokerage firm.
3. A gift of privately held, non-publicly traded stock requires Board approval. Valuation will be determined by sale proceeds.

C. Third-Party Entity Gift

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

D. Real Estate Gift

1. A real estate gift is a gift of any commercial or residential real property.
2. A real estate gift must have a minimum appraised fair market value of \$100,000.
3. The value of Donor's real estate gift is equal to the net proceeds of the sale only, unless the School elects to retain ownership of the real estate, in which case Donor will provide a formal written appraisal prepared by a certified licensed real estate appraiser to serve as a basis for the value of the gift.
4. Donor must provide and pay for any certified inspections, including environmental site assessments and property condition assessments as Forsyth may require, and provide documentation of the deed, tax bill, survey, zoning status, and a title insurance policy insuring title in Forsyth.



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5. Real estate gift must be unencumbered unless approved the Board.
6. Real estate gift will reduce a Donor's pledge commitment to Forsyth.
7. Forsyth may condition acceptance of a real estate gift on Donor's payment of applicable real property taxes for the year of donation.
8. Forsyth has sole discretion to keep or liquidate a real estate gift.

E. Tangible Personal Property Gift

1. A tangible personal property gift is a gift of any physical, "touchable" asset such as an antique, artwork, gem, etc.
2. Donor must provide and pay for a qualified independent appraisal of the gift, and provide documentation of title and ownership.
3. The value of Donor's tangible personal property gift is equal to the net proceeds of the sale only, unless the School elects to retain ownership of the property, in which case Donor will provide a formal written appraisal acceptable to Forsyth to serve as a basis for the value of the gift.
4. A tangible personal property gift must be unencumbered unless approved by the Board.
5. Forsyth may condition acceptance of a tangible personal property gift on Donor's payment of applicable personal property taxes for the year of donation.
6. Acceptance of a tangible personal property gift will reduce a Donor's pledge commitment to Forsyth.
7. Forsyth has sole discretion on the placement and/or disposition of a tangible personal property gift.

F. Planned Gift

1. A planned gift is a gift made during the lifetime or at the death of the Donor, as part of a Donor's overall financial and/or estate planning.
2. Donor is encouraged, but not required, to notify the Office of Donor's intention to include Forsyth in Donor's estate plan.
3. Forsyth encourages prospective donors to seek independent legal, accounting, tax, and other professional counsel.
4. Forsyth School operates under EIN 43-0829718 and is located at 6235 Wydown Boulevard, St. Louis, Missouri 63105.

G. In-Kind Gift

1. An in-kind gift is a contribution of a good or service other than cash (e.g., hosted dinner party, athletic equipment, technology, etc.).
2. Formal recognition of in-kind gifts will only be given if the gift has a fair market value of at least \$10,000 and has been solicited by the Office.
3. Formal recognition includes an acknowledgement letter of the item donated, and entry of the gift in Forsyth's fundraising database. The value of the Gift for tax purposes in the fundraising database will be zero.
4. In-kind gifts not solicited by the Office may be formally recognized if expressly approved by the Office, Head of School, and/or Board, as appropriate.
5. In the case of an in-kind gift not solicited by the Office, a Donor may request an acknowledgement letter for the item donated.
6. In-kind Gifts of service are not eligible for charitable deductions.



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H. Making a Pledged Gift (not including Annual Giving or a Capital Campaign)

1. A pledged gift is a promised financial commitment over a certain amount of time.
2. Pledged gift must be at least \$5,000 and accompanied with a fully-executed gift agreement.
3. Pledged gift may be paid in installments up to a five-year period, subject to the following requirements.
 - a) Aggregate amount paid or pledged must be the minimum amount to name an endowed fund.
 - b) A Donor may make a new one-time or multi-year pledge gift within the original five-year pledge period of the original gift. In this case, the new gift or pledge will be designated to the same endowment fund as the original gift.
 - c) Fully-executed gift agreement is on file with Forsyth.
 - d) Donor is current with pledged payments.
4. In the event the Donor is unable to fulfill a pledged gift pursuant to the gift agreement, the Donor must request in writing a modification of the payment schedule at least 30 days prior to the next pledge payment due date. The notice is subject to review and approval by the Office, Head of School, and/or Board, as appropriate.
5. Forsyth has sole discretion to reassign or remove any naming opportunity rights associated with a pledged gift in the event the Donor does not fulfill Donor's commitment.
6. Forsyth will take reasonable steps to collect on any unfulfilled pledged gifts.
7. Contributions to Annual Giving or a Capital Campaign will not be considered fulfillment of a pledged gift.

III. Naming Opportunities

A. Overview

1. Forsyth provides naming opportunities for scholarships, professional development, designated programs, general support, and physical spaces.
2. Naming opportunities above, except for physical spaces, are created through an endowed fund.
3. Naming opportunities are determined by the current priorities and needs of Forsyth.
4. Naming gifts generally range from \$50,000 to \$10,000,000 for physical spaces and buildings, and \$100,000 and over for endowed funds that will honor the Donor for no less than 10 years.
5. Donor's proposed name is subject to approval by Forsyth, and should be discussed prior to gift funding.
6. Donor's proposed name in the name of another individual, group, or entity must have the written consent of the individual, group, or entity being honored.
7. A written request to change or remove a name is subject to approval by Forsyth.
8. Donor or honoree is responsible for any expenses associated with the change or removal of the name.
9. Donor must exercise Donor's gift naming rights within five years of the execution of the gift agreement.
10. Forsyth reserves the right to remove any name that is not consistent with its mission.
11. Forsyth reserves the right to select the recipient of a named gift.



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B. Endowed Fund

1. An endowed fund is an invested gift where the income and principal of that gift may be spent for a specific purpose as determined by Forsyth.
2. Corpus (principal), proceeds (income), and allocation of any endowed fund will be managed by Forsyth.
3. Endowed fund is named only when twenty percent of the gift has been received.
4. Donor may request a financial report of the endowed fund at the end of the fiscal year.
5. Forsyth reserves the right to request an alternative role for an endowed fund from a Donor that no longer meets the needs of Forsyth.

C. Physical Space

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

Thank you

Thank you for your support and commitment to Forsyth. If you have any questions about the GAP, please contact the Office at 314 /726-4542.

Approved by: Board of Trustees
Dates: October 20, 2016