

# Gift Acceptance Policy & Gift Agreement Language Updates

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## **Finance & Administration**

Provide Services to UCorp and other Auxiliaries

- Foundation
- Associated Students

## **Enterprise Operations (Operated by U-Corp)**

- Food Truck Program
- Shop 24
- Control + P
- Lobby Shop
- Healthy U.
- Real Estate Development Projects

## **Enterprise Partnerships (U-Corp Vendors)**

- Bookstore
- Cafe Rosso
- HSS Café
- Subway
- Station Café
- Peet's Coffee
- Sushi-Go
- Taza Smoothies & Wraps
- Village Market & Pizzeria
- US Bank
- SMA Licensing
- Village Fitness Center
  
- Student Center Vendors
  - Eateries
  - ATMs

## **Campus Programs & Sponsored Projects**

- Non-ORSP Grants & Contracts
- Campus Programs
  - Family Acceptance Project
  - Pacific Leadership Inst.
  - Sierra Nevada Field Campus.
  - Guardian Scholars
  - Camps

# Topics for Today's Presentation

- Recent CSU Audit led to the updating and implementation of policy
  - University Executive Directive #UED 95-19
  - Gift Acceptance Policy and Required Form Review
- Gift Agreement Language Updates
  - Pledges – Donor Terms and \$ Amounts
  - Honorarium vs. Stipend
  - Foundation Amendment for Named Recognition in Gift Agreements
    - Any recognition that includes the donor's name such as a **facility, academic program or scholarship** will now have “code of conduct” language in the Amendment Section.



# Gift Acceptance Policy - #UED 95-19

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- Three parts to the Executive Directive:
  - A. Receipt, Acceptance and Acknowledgement of Gifts
  - B. Recording, Administration, Investment and Reporting of Gifts
  - C. Externally Managed Gifts



# Receipt, Acceptance and Acknowledgement of Gifts

- All cash and non-cash gifts are to be received, accepted and acknowledged by the University Advancement division
- It is the policy of University Advancement that all gifts valued at \$1000 or more shall require a Gift Acceptance Form (GAF) signed by an authorized individual
  - Directors of Development may accept gifts between \$1000 and \$4,999 (Form signed by DOD)
  - Over \$5k must have a form accepted (signed) by AVP, VP or COO (in the event VP is unavailable)
  - Directors of Planned Giving may accept planned gifts of any amount (Form signed by Director of Planned Giving)



## Receipt, Acceptance and Acknowledgement of Gifts, continued

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- The batch proof report from the Advance database shall be used in lieu of a GAF to fulfill gift documentation requirements for donations under \$1,000 that are received and processed daily.
- It is against University policy for any employee to deposit any gifts intended for the University in off-campus accounts. Such action is considered a misappropriation of University resources, if the intent of the donor was to support the University or any of its activities, and may be subject to disciplinary and/or legal action.



# Recording, Administration, Investment and Reporting of Gifts

- All gifts, including non-cash gifts, must be recorded with UCorp, the Foundation or the business office of the University, as appropriate.
- Gifts administered by UCorp, the Foundation or the University shall be invested in an appropriate manner consistent with donor's intent and applicable investment policies.
- For all gifts, UCorp, the Foundation or the University are responsible for preparing all appropriate reports as required by rules, regulations, law and donor's gift document.
- The donor is entirely responsible for any taxes and is expected to obtain necessary professional assistance.



# Externally Managed Gifts

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- Donors may elect to create irrevocable funds designated for San Francisco State University and have an outside financial advisor manage the fund. In order for these funds to be considered an asset of the University, written evidence of the fund and its irrevocable nature must be provided to the University by the donor or the donor's authorized representative.





# Gift Acceptance Form

- A Gift Acceptance Form is required for all gifts \$1000 and above
- The form lives on the Shared Drive in this folder:
  - Advancement Services\Forms\Gift Acceptance
- Overview of form – FAQ' s
- The Gift Processing Team is always available to address any questions you may have
  - DOD' s -Development Associates are available to assist with the completion of the form



# Gift Agreement Language - Pledges

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- Recent Audit Findings re: Pledges
- Ucorp reported that we have to be more diligent in our recording of pledge payment schedules in our confirmation letters, emails and agreements
- Provides clarity for donor, Directors of Development, UCorp and Gift Processing staff as well



# Documenting a Pledge in Agreements

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- Clearly stated amount
- Purpose of gift
- Payment terms/schedule
- Donor's signature

Above guidelines should also be used in email or written communications to get confirmation from the donor where they agree in writing to the terms.



# Example – 2015 Pledge

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- Clear Statement of Donor Intent and Purpose of Funds - Section II. And III.



# Example – 2015 Pledge

- Clear Statement of Pledge payments and schedule in the Source of Funds – Section
  - Donor's first payment was received prior to June 30<sup>th</sup>, 2015

## IV. SOURCE OF FUNDS

- A. The Fund shall be initially established with the following gift(s) and shall be consistent with the Corporation's gift acceptance policy.
1. The donor has pledged a total of twenty thousand dollars (\$20,000), with \$10,000 to be donated prior to FY15 end (June 30, 2015) and another \$10,000 to be donated during FY16 (July 1, 2015-June 30, 2016).



# Gift Agreement Language Updates

- Honorarium vs. Stipend
  - Honorarium is preferred language now – please discontinue using the term “stipend” in agreements
    - Especially applies pertaining to SF State Faculty
      - ❖ Stipend tends to suggest salary connotations/HR involved, etc.
      - ❖ RRT (Reimbursed Release Time) must be approved by Dean



# Gift Agreement Amendment for Naming Recognition

- As of September 1, 2015, all gift agreements for named facilities, academic programs and scholarships will include language to allow the University leverage to change the name in the event of any instance of disrepute (the state of being held in low disregard by the public).
- Chancellor's office made initial recommendations on language which we had our Foundation attorney review
  - It is a unilateral right of the Foundation to amend the agreement
  - Agreements on the Shared Drive have been updated:  
Advancement Services\Gift Agreements - Templates  
Effective 10-15-09



## “Code of Conduct” Language for Agreements – Amendments (Section VI)

- The Foundation shall have the right to terminate the naming rights in the event that the Donor(s) engage in illegal activity or other legal impropriety of such magnitude that continued recognition would not be in the best interests of the Foundation.

For Ucorp:

- The Corporation shall have the right to terminate the naming rights in the event that the Donor(s) engage in illegal activity or other legal impropriety of such magnitude that continued recognition would not be in the best interests of the University.





# Questions?

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- <http://advservices.sfsu.edu/content/trainings-presentations>
- Next Training is Friday, September 25<sup>th</sup>
  - California Sales Tax on Auction and Special Events, Raffle Updates (Laura Lopez)
  - College reps will be invited - let me know if you have anyone you'd like to invite from the colleges
  - May move to Library meeting room if a large group

