Eau Claire
Community
Foundation

For Good. **For Eau Claire.** For Ever.
www.eccommunityfoundation.org

EAU CLAIRE COMMUNITY FOUNDATION
CONFIDENTIALITY STATEMENT

The Eau Claire Community Foundation (ECCF) recognizes its obligation to exercise discretion in recording and disseminating information about students to insure that their rights of privacy are maintained. The following guidelines have been developed to ensure the privacy rights of the students. For the purpose of this policy statement, a student is defined as an individual who has submitted a request to the ECCF for financial assistance. The request must be in writing and, once submitted becomes the property of ECCF.

Review and Evaluation of Scholarship Application Files

Volunteers charged with the review and evaluation of scholarship applications must agree to the rules and procedures applicable to the scholarship program.

As a volunteer, I understand that:

- Information provided on the scholarship applications or in student files is not to be shared with anyone except other scholarship committee volunteers and ECCF staff.
- Scholarship application/file information is not to be used for purposes other than those for which they were specifically intended, as stated by ECCF.
- I will not contact the student and/or the student's family directly regarding this scholarship, as I understand the ECCF office will handle all necessary correspondence and contact during the application process and in scholarship administration following the committee process.
- All records, files, and reports are the property of ECCF and are to be returned to ECCF offices for shredding upon completion of my scholarship committee duties unless otherwise directed by *both* the ECCF Executive Director and the Loyal High School District Administrator.

As a volunteer agent of the Eau Claire Community Foundation, I agree to perform the tasks as assigned by the Scholarship Committee. I have read the above and hereby agree to this in writing.

Print or type:

First Name ____________ Last Name ____________ Date ____________

(Signature)
Scholarship Selection Committee Member

(Name of Scholarship)

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Conflict of Interest Policy for Scholarship Funds

The Eau Claire Community Foundation conflict of interest policy is based on the premise that it is important for Foundation volunteers and staff to avoid even the appearance of a conflict of interest while conducting Foundation business. The purpose of the Scholarship Funds Conflict of Interest Policy is to protect interests of all parties involved when scholarship applications are being reviewed. This policy seeks to prevent transactions or arrangements that might benefit the private interest of one of the Foundation's volunteers or employees, or members of the scholarship review advisory committee. This Scholarship Funds Conflict of Interest Policy is intended to supplement any applicable state laws governing conflicts of interest applicable to nonprofit and charitable corporations.

Policy Statement:

1) All applicants will be evaluated based on fair and equitable criteria established before the review process.
2) No applicant shall receive any special consideration whatsoever. No variation in the procedures or standards for processing scholarships shall be permitted.
3) No member of a scholarship review or advisory committee shall be immediately related to an applicant. Immediate family is defined as spouses, children, grandchildren, brothers, sisters, and parents. This includes step-relationships.
4) Immediate family members of current Foundation employees and Trustees will not be considered for scholarships. Immediate family is defined as spouses, children, grandchildren, brothers, sisters, and parents. This includes step-relationships.

A conflict of interest exists when:

- You have a relative, close personal friend, business partner, or client with any direct or indirect financial or proprietary interest in the result of a decision made by the scholarship committee.
- The result of a decision made by a scholarship committee could benefit you, your relatives, your employer, or your clients in terms of your financial or business interests.
- You, a relative, a client, or an employer could obtain personal gain or advantage from the result of a decision made by a scholarship committee.

______________________________ ______________
Signature of Committee Chair/Representative Date

____
Please print name

____
Name of School submitting Completed Scholarship Conflict of Interest Form

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Scholarship Application Scoring Guidelines

Each scholarship has been tailored to meet the charitable intent of the donor establishing the fund. These are general guidelines only. Please review the Specific Scholarship Criteria to assist in placing higher emphasis where it is warranted. Example: If the donor specified participation in community service, pay particular attention to that section of the application.

ACADEMICS (1-5)
Does student's GPA meet or exceed expectations based upon ACT/standardized testing score(s)? Consider the challenge of courses taken, such as Advanced Placement, which may affect GPA. Other considerations: Has the student experienced health issues or family-related issues that may have adversely affected GPA? If grades were an issue, is there a trend toward improvement?

CAREER CHOICE (1-5)
Do student's skills, abilities, and interests seem to match his/her anticipated career choice? Example: student who wishes to be an astronaut would be expected to have solid science grades.

ACTIVITIES and EMPLOYMENT (1-5)
Review student's extracurricular activities, community service, and employment. Please use a scale of 1-5, where 1 is the lowest and 5 is the highest. Questions to consider may include: Do service opportunities and employment demonstrate a commitment to an area of interest or that the student is well-rounded? Do the activities indicate an ability to prioritize multiple demands of school, family, and work? You may also wish to consider information provided by the student in the next section regarding challenges they are facing. Example: Student who must work to help his/her family may not have as much extracurricular activity or community service as someone who does not face that challenge.

EXTENUATING CIRCUMSTANCES/EDUCATION PLAN (Yes or No)
Is student dealing with significant extenuating circumstances? Did student address the question regarding his/her plan for obtaining higher education?

LETTERS of RECOMMENDATION (1-3)
Rate the student's letters of recommendation. Please use a scale of 1-3, where 1 is the lowest and 3 is the highest. Questions to consider may include: Did the student choose appropriate sources? Did the writer provide information that could add to your understanding of the student's accomplishments, qualities, or need? Did the writer express confidence in the future success of the applicant?

ESSAY (1-5)
Review student's essay. Please use a scale of 1-5, where 1 is the lowest and 5 is the highest. Questions to consider may include: Did the applicant address the essay topic? Do you get the impression the student is passionate or committed to what he/she is writing about? Do errors in spelling, punctuation, and grammar detract from the readability and authority of the essay?

OVERALL (1-10)
Rate how well the student meets the criteria specified by the donor. Please use a scale of 1-10, where 1 is the lowest and 10 is the highest.

Addition of total scores completed by School Administrator and Guidance Counselor. Pending a tie, the teachers will utilize the comments to make the final decision.

Draper Hills Scholarship Application

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STUDENT CONTACT INFORMATION

Last Name, First Name M.I.

Address

City, State, Zip

STUDENT ACADEMIC INFORMATION

Cumulative GPA			
ACT	«ACT»		
SAT	«SAT»		
Accuplacer	Reading Comprehension	Arithmetic	
	Sentence Skills	Elementary Algebra	
Type of Degree			
Intended College		**Status**	
Major Field of Study		**Anticipated Career**	

FAMILY INFORMATION

Mother's/Guardian's Name

Address

City, State, Zip

Employer

Job Title/Position

Father's/Guardian's Name

Address

City, State, Zip

Employer

Job Title/Position

Number of Siblings		**Ages of Siblings**	

Number of siblings who are attending a college or technical college

OTHER FAMILY INFORMATION, IF APPLICABLE

Spouse's Name

Spouse's Employer

Spouse's Job Title/Position

Number of Children Dependents | **Ages of Children Dependents**

EXTRACURRICULAR ACTIVITY (Required for graduating seniors only)

Activity
Office/Position/Title
Responsibilities/Honors
Years Involved

Activity
Office/Position/Title
Responsibilities/Honors
Years Involved

Activity
Office/Position/Title
Responsibilities/Honors
Years Involved

Activity
Office/Position/Title
Responsibilities/Honors
Years Involved

Activity
Office/Position/Title
Responsibilities/Honors
Years Involved

COMMUNITY SERVICE

Organization 1

Activity/Role

Dates (start-end)

Average Hours/Week **Total Hours**

Organization 2

Activity/Role

Dates (start-end)

Average Hours/Week **Total Hours**

Organization 3

Activity/Role

Dates (start-end)

Average Hours/Week **Total Hours**

Organization 4

Activity/Role

Dates (start-end)

Average Hours/Week **Total Hours**

Organization 5

Activity/Role

Dates (start-end)

Average Hours/Week **Total Hours**

EMPLOYMENT

Employer 1

Position Held/Responsibilities

Dates (start-end) **Average Hours/Week**

Employer 2

Position Held/Responsibilities

Dates (start-end) **Average Hours/Week**

ACTIVITY SUMMARY

Describe what you find most rewarding about your participation in one of the activities listed in Extracurricular Activities, Community Service, or Employment

FINANCING EDUCATION

How do you plan to finance your education?

GOALS & CHALLENGES

Describe what you are doing to make attaining a higher education possible. If you or your family is experiencing some type of hardship that you would like to share with committee members, please use this space to describe the situation and what you are doing to cope with or help overcome the challenges.

LETTER OF RECOMMENDATION 1

Contact's Name

Relationship to Applicant?

How long have you known the applicant?

LETTER OF RECOMMENDATION 2

Contact's Name

Relationship to Applicant?

How long have you known the applicant?

SPECIFIC CRITERIA

Essay Topic:	Describe how your interests have shaped your current career goals, and how you have maximized your talents to help reach them. (1000 words or less)

SCHOLARSHIP: ______________________ **REVIEWER:** ______________________

Applicant Name	GPA (for your information only)	ACT (for your information only)	Academics (1-5)	Career Choice (1-5)	Activities & Employment (1-5)	Circumstances/Plan (1-5)	Letters of Recommendation (1-3)	Essay (1-5)	Overall (1-10)	Comments	Score

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New Fund Information - Schedule A

Fund Name: Koehn Family Endowment

Fund ID: ____________ Sort Name: ____________

Is this Fund anonymous? ☐ Yes X No

Date Fund Established: 12/23/13

Fund Contact: **Kevin and Lynda Koehn**
Business/Organization, if applicable: ____________
Address: **16409 91st Ave.**
Chippewa Falls, WI 54729
Phone: **(H) 715-526-0429 (C) 715-577-4101**
Email: **kkoehn@ambfi.com**

Purpose of the Fund:
____
____

Establishing Gift: ____________ Corpus, if different: ____________

Fund Goal / Date:

Source (solicitation method): ____________________________

Staff Code: ☒ Executive Director ☐ Other, please list____________

Admin Fee: ☒ 1.5% ☐ 3% ☐ 5% ☐ Other, please list____________
25,000 min. 10,000 min. for Non-endowed pass-through fund

Admin Fee Date: ☐ Immediately ☐ Quarterly ☐ Other, please list:____________

Fund Sub Type:
- ☐ Unrestricted or Acorn Fund
- ☒ Donor Advised
- ☐ Designated Named
- ☐ Municipal Fund
- ☐ Field of Interest, please list ____________
- ☐ Giving Circle, please list ____________
- ☐ Organization/Agency Endowment
- ☐ Organization/Agency Pass-Through
- ☐ Organization/Agency Fiscal Sponsor

Restrictions:
- ☐ Endowed Fund
- ☒ Quasi-endowed Fund
- ☐ Non-endowed, or a Pass-Through Fund

Investments:

☒ Pool ☐ Outside advisor ☐ Other special projects

Spending Policy:
☒ Yes ☐ No ☐ Other:

Mission for Fund, if applicable:

Successor/s:

Name: Tony Koehn
Address: 1 Havehill Court
Ann Arbor, MI 48105
Phone: 608-669-3410
Email:

Name: Bryan Koehn
Address: 7438 60th Street South
Cottage Grove, MN 55016
Phone: 651-245-7911
Email: koehn.bryan@gmail.com

Name: Anna Forrest
Address: E 8696 690th St
Elk Mound, WI 54739
Phone: 715-590-3552
Email: myranalis@hotmail.com

Name: Michelle Koehn
Address: 401 Pinnacle Way #313
Eau Claire, WI 54701
Phone: 917-584-5126
Email: sugarkoehn@gmail.com

Jason Koehn
2824 Jupiter Ave, Eau Claire, WI 54703
jgkoehn@gmail.com
715-379-5152

I agree to the above information.

Signature: [signature] Lynda Koehn

Date: 12/23/2013

Name: KEVIN J. KOEHN Lynda Koehn

NOTES:
Send Fund statements to all family members

CHARITABLE INTERESTS:

For Office Use Only:

Fund Class:	00	10	20	30	40	50	70		
Fund Type:	L	N	P	T	U				
Sub Type:	A	C	D	F	G	O	P	S	U

EAU CLAIRE COMMUNITY FOUNDATION PRIMARY AGREEMENT
DONOR ADVISED AND NON-DONOR ADVISED

The undersigned Donor (whether one or more) and the Eau Claire Community Foundation ("ECCF") make the following agreement setting forth the Donor's desire to make a gift and how ECCF will treat it. Upon execution of this Agreement or soon thereafter, the Donor will give to ECCF the property described on Schedule A. The Donor requests this gift, together with any additional gifts he, she, they, or others may make to this fund be used to establish a Fund (the "Fund") as a component fund of ECCF and, **upon meeting minimum funding requirements, to maintain the Fund as one of the following**:

___ Acorn Fund, agreement will be completed in its entirety once the fund balance of $10,000 is reached. After final review, the fund agreement will require Board of Trustee approval.

_X_ Donor Advised Fund, including Donor Advised Field of Interest or Donor Advised Designated Funds – initial gift, or initial pledge of gifts within the first twelve (12) months, of no less than $1,500; anticipated gifts, adjusted by appreciation and depreciation, to total $25,000 within sixty (60) months. The Fund may begin granting in the calendar year after the total minimum funding level is reached.

___ Non Donor Advised Fund, including Field of Interest, Designated, or Unrestricted Funds – initial gift of no less than $500; anticipated gifts, adjusted by appreciation and depreciation, to total $10,000 within sixty (60) months. The Fund may begin granting in the calendar year after the total minimum funding level is reached.

The Donor establishes this Fund **during the Donor's lifetime,** as a:

_X_ quasi-endowed fund, which may, with the approval of ECCF's governing body, grant from principal following ECCF's then-current distribution policy. The required minimum balance of $25,000 for a Donor Advised Fund must be maintained.

___ fully endowed fund, which may never grant from principal and follows the ECCF's then-current distribution policy.

___ non-endowed, pass-through fund, which fund may be expended. The ECCF holds the gift as a Fund established by the Donor to be used for charitable purposes. The earnings which may include an administration fee from the fund are used by the ECCF to further its charitable purposes and programs. Minimum balance for a non-endowed fund is $10,000.

The Donor desires, upon **the Donor's death** (or on the death of the last Donor to die), this fund to be a:

_X_ quasi-endowed fund, which may, with the approval of ECCF's governing body, grant from principal following ECCF's then-current distribution policy.

___ fully endowed fund, which may never grant from principal.

___ non-endowed, pass-through fund, the remaining balance will transfer into the unrestricted fund of ECCF unless a successor has been named or if the fund is designated or has a field of interest.

On Donor's death, the Fund shall:

X Continue as a Donor Advised Fund.
___ Continue as a Donor Advised Field of Interest Fund.
___ Continue as a Donor Advised Designated Fund.
___ Continue as a Non-Donor Advised Field of Interest Fund.
___ Continue as a Non-Donor Advised Designated Fund.
___ Continue as an Unrestricted Fund.
___ Continue as a Non-Endowed, Pass-Through Fund

If the Fund with anticipated gifts, adjusted by appreciation and depreciation, does not reach fund minimum to grant within sixty (60) months, the fund contact will have ninety (90) days to reach the fund minimum. Ninety (90) days after written notification, if the Fund is not fully funded, all such funds shall be transferred to the Community Fund of the Eau Claire Community Foundation unless otherwise specified in the Fund Agreement.

By signing and returning this Agreement, and upon delivery of the initial gift, the Donor requests approval of the Fund by ECCF's governing body and agrees the Fund shall be the sole property of ECCF, subject to ECCF's authority to vary the terms of the gift. This authority, ECCF's "variance power," is set forth in ECCF's governing documents and IRS regulations governing community foundations. If the Fund is accepted, a copy of this Agreement, signed by ECCF's Board Chair, will be provided to the Donor. This Agreement, including Schedule A, is anticipated to be supplemented by the New Fund Information Sheet and a completed Secondary Agreement or Agreements, which together constitute the entire agreement of the Parties.

Dated this 23 day of December , 2013.

Accepted as of ______________, 20__

____
Chair, Board of Trustees

Approved by Board of Trustees: ____________, 20__

Reviewed upon reaching funding goal:

Lynda Koehn

Lynda Koehn, Donor

K J Koeh

KEVIN J. KOEHN, Donor

____
Executive Director
Date: ______________________________

Revisions Approved: 1/31/13

Eau Claire Community Foundation ("ECCF")
Donor Advised Fund Agreement
Whether on initial funding or once minimum requirement has been met.

The Fund shall be known and identified as the:

Koehn Family Fund

Subject to the terms of this agreement, the distributions from the Fund shall be distributed to beneficiaries and for purposes, as recommended by the then-authorized advisors.

1. The initial donor(s) (the "Donor(s)") shall be the initial advisor(s). The Donor(s) shall provide ECCF with a written designation of the name and contact information of one or more successor advisors. If more than one successor is named, the Donor(s) shall include the name of the advisor authorized, on the death or incapacity of all Donors, to make recommendations on behalf of all of the advisors and to name one or more successor advisors. (The Donor(s), or the authorized sole successor, as then-applicable, is referred to below as the "Authorized Advisor.")

2. Distributions from the Fund shall be made in accordance with ECCF's distribution policy as in effect from time to time after taking into consideration the recommendations made to ECCF by the Authorized Advisor. ECCF is not bound by any recommendations of the Authorized Advisor, and such advice may not be followed. However, ECCF will consider such advice and will conduct an independent investigation to evaluate whether such is consistent with the purposes of ECCF's then-current grant policy.

3. If a donor advisor recommends grants from donor advised funds, these grants are required to be designated for nonprofit organizations exempt from federal taxation under section 501(c)(3) and 509(a)(1) or (2) of the IRS for a charitable purpose. Furthermore, these grants may not be made to, or for the benefit of, an individual.

4. The Pension Protection Act of 2006 states that all donors, advisors, and related parties shall not receive more than incidental benefits from donor advised fund grant distributions and prohibits grants to individuals from donor advised funds.

- This includes checks written directly to an individual or checks written to an entity (such as a university) for the benefit of a specified individual;
- prohibits organizations receiving grants whose primary purpose is lobbying, cemetery associates, and funds set up to provide emergency relief to specific individuals or families;
- prohibits funds used to fulfill pledges or secure benefits from the distribution recipient and;
- prohibits donor advisors or related parties from receiving grants, loans, compensation or similar payments from donor advised funds.

5. Unless advisory rights have terminated pursuant to paragraph 9 below, if no recommendations have been received by ECCF when grant decisions are to be finalized by its Board of Trustees (the "Board") in any year, the income of the Fund determined available pursuant to the Fund's Primary Agreement and ECCF's grant policy shall be distributed as the Board determines in its sole discretion.

6. The Fund will be the sole property of ECCF once it is contributed to ECCF and neither the Donor nor any advisors have any right to reclaim the Fund from ECCF. The proceeds in the Fund will be segregated for bookkeeping purposes by ECCF. The assets of the Fund will be invested under ECCF's usual investment policy and will be subject to any market fluctuation, including market losses. The Fund will participate in the costs and expenses of ECCF as described on the attached Schedule A, incorporated herein, including without limitation, participation in the cost of any money manager charges incurred in the management of the investments. ECCF reserves the right to apply additional charges against the Fund if the Fund requires services above and beyond the normal administration of similar Foundation funds; however, no such charges shall be applied without prior written notice to the Authorized Advisor.

7. The Fund shall be held and administered subject to the provisions of ECCF's governing documents now in effect or as they may be amended from time to time.

8. Distributions are ordinarily made out of income only allowing the principal of the Fund to be preserved and maintained as an endowment. However, at any time the Fund is a quasi-endowed fund, the Board may, in its sole discretion, authorize distribution from the Fund's principal; provided any such distribution shall be subject to any restrictions set forth above.

9. If no Authorized Advisor advises ECCF regarding grants for three (3) consecutive years, or if all initial Donors are incapacitated or dead and ECCF has not received written notice of the name and contact information of a successor advisor, ECCF may send written notice to the last known address of the last-serving Donor or Authorized Advisor, as applicable, of its intention to terminate the right to recommend distributions from the Fund unless written instructions from the Donor or Authorized Advisor, as applicable, are received within ninety (90) days of the notice. At the end of the notice period, the advisory rights granted under this Agreement will cease to apply and the Fund shall become an unrestricted component fund of ECCF with distributions from the Fund to be made pursuant to ECCF's grant policy; provided, the Board shall consider any restrictions set forth above.

10. If the Fund is accepted, a copy of this Agreement, signed by ECCF's Board Chair, will be provided to the Donor. This Agreement is supplemented by the New Fund Information Sheet and a completed Primary Agreement, which together constitute the entire agreement of the Parties. By signing and returning this Agreement, and upon delivery of the initial gift, the Donor requests approval of the Fund by ECCF's governing body and agrees the Fund shall be the sole property of ECCF, subject to ECCF's authority to vary the terms of the gift. This authority, ECCF's "variance power," is set forth in ECCF's governing documents and IRS regulations governing community foundations.

KEVIN J. KOEHN, Donor

Date: 12-26-13

Lynda Koehn, Donor

Date: 12/26/2013

Executive Director

Date: 12-23-13

Approved 4/26/2012

Eau Claire
Community Foundation
For Good. **For Eau Claire.** For Ever.

New Fund Information - Schedule A

Fund Name: **Jeffers Park Development Fund**
Fund ID: ____________ Sort Name: ____________

Is this Fund anonymous? ☐ Yes ☒ No

Date Fund Established: __________________________

Fund Contact: **Stephen Nick**
Business/Organization, if applicable: ______________
Address: **203 South Farwell St.**
P.O. Box 5148
Eau Claire, WI 54702-5148
Phone:
Email: **Stephen.Nick@eauclairewi.gov**

Purpose of the Fund:
The Project is a collaboration between two incorporated youth sports leagues, Eau Claire National Little League and Eau Claire Fury a/k/a Eau Claire Fastpitch, which, along with the City of Eau Claire, desire to further youth development, physical fitness, community access to well designed and maintained outdoor recreational areas, and opportunity to "Play Ball!".

Establishing Gift: ________________ Corpus, if different: ___________________

Fund Goal / Date: **December 31, 2017**

Source (solicitation method):____

Staff Code: ☒ Executive Director ☐ Other, please list_______________

Admin Fee: ☐ 1.5% ☒ 3% ☐ 5% ☐ Other, please list_______________
25,000 min. 10,000 min. for Non-endowed pass-through fund

Admin Fee Date: ☐Immediately ☐ Quarterly ☐Other, please list:____________________________

Fund Sub Type:
☐ Unrestricted or Acorn Fund
☐ Donor Advised
☐ Designated Named
☐ Municipal Fund
☐ Field of Interest, please list ____
☐ Giving Circle, please list ____
☐ Organization/Agency Endowment
☒ Organization/Agency Pass-Through
☐ Organization/Agency Fiscal Sponsor

Restrictions:
☐ Endowed Fund
☐ Quasi-endowed Fund
☒ Non-endowed, or a Pass-Through Fund

Approved 01/31/13

Investments:

❒ Pool ❒ Outside advisor ________________ ☒ **Other: as stated in this agreement**

Spending Policy:
❒ Yes ❒ No ☒ **Other: as stated in this agreement**

Mission for Fund, if applicable:
The mission of the Jeffers Park Development Project is to plan and construct Jeffers Park to feature a five field baseball and softball complex and include such other public park amenities as a playground, pavilion, and trails. The land is owned by the City, the use approved by the City Council, and the site rough graded for this use in addition to its present brush site and storm water facility functions. The project is a collaboration of two youth sports leagues, the Eau Claire National Little League and Eau Claire Fastpitch, plus the City of Eau Claire. The ball field complex would be the first joint boy and girl ball fields in the City and expand limited access to fields. The fields would be the first City softball fields for girls outside of Carson Park, now used primarily by UWEC and the high schools, and allow both the boys and girls improved league and tournament opportunities. Jeffers Park will also provide the neighborhood and northwest side of Eau Claire much needed access to a community park offering a variety of active and passive outdoor recreational activities.

Successor/s: - N/A

I agree to the above information.

Signature ________________ Date 1/21/14

Name Stephen Nick, Eau Claire Fastpitch + Jeffers Dev Comm.

NOTES:

CHARITABLE INTERESTS:

For Office Use Only:

Fund Class:	00	10	20	30	40	50	70		
Fund Type:	L	N	P	T	U				
Sub Type:	A	C	D	F	G	O	P	S	U

Eau Claire Community Foundation
Pass-Through Sponsorship Fund Agreement
Whether on initial funding or once minimum requirement has been met.

The Fund shall be known and identified as the:

The Jeffers Park Development

Subject to the terms of this agreement, the distributions from the Fund shall be distributed (select one):

X for purposes to the following Designated beneficiary or beneficiaries:

Eau Claire Fastpitch and Eau Claire National Little League

For the specific purpose (which may include the mission):

The mission of the Jeffers Park Development Project is to plan and construct Jeffers Park to feature a five field baseball and softball complex and include such other public park amenities as a playground, pavilion, and trails. The land is owned by the City, the use approved by the City Council, and the site rough graded for this use in addition to its present brush site and storm water facility functions. The project is a collaboration of two youth sports leagues, the Eau Claire National Little League and Eau Claire Fastpitch, plus the City of Eau Claire. The ball field complex would be the first joint boy and girl ball fields in the City and expand limited access to fields. The fields would be the first City softball fields for girls outside of Carson Park, now used primarily by UWEC and the high schools, and allow both the boys and girls improved league and tournament opportunities. Jeffers Park will also provide the neighborhood and northwest side of Eau Claire much needed access to a community park offering a variety of active and passive outdoor recreational activities.

This Agreement is made by and between, the Eau Claire Community Foundation, (the "ECCF"), and the Jeffers Park Development Committee, (the "Project").

The Project is an unincorporated group comprised of individuals committed to the purpose;

The purpose of the Project is a collaboration between two incorporated youth sports leagues, Eau Claire National Little League and Eau Claire Fury a/k/a Eau Claire Fastpitch, which, along with the City of Eau Claire, desire to further youth development, physical fitness, community access to well designed and maintained outdoor recreational areas, and opportunity to "Play Ball!".

The ECCF is a Wisconsin non-profit corporation, exempt from Federal tax under section 501(c)(3) of the Internal Revenue Code, as amended (the "Code"). It is formed for the purposes of building permanent charitable capital and making grants to non-profit organizations in and around the greater Eau Claire area that provide programs and services in the areas of arts and culture, education, environment and recreation, health and social services.

Terms and conditions of Pass-Through Sponsorship Fund Agreement:

1. Fees for negotiated services. The administrative and management service fee will be __3%__ of the principal (gifts received) which shall be charged to and deducted from the Fund at the end of each calendar quarter. There will be an additional administrative fee of __2%__ of the principal (gifts received), charged as each pledge is received, if the Project request ECCF to administer pledges.

   a. A onetime, $1.00 handling fee for each gift under $100, will be charged to the Fund before the final distribution.

   b. If the Fund does not reach the minimum goal of $10,000 for a pass-through sponsorship fund by the project end date, the establishing gift of $500 will be forfeited and retained in the ECCF's Operations Fund. After the project end date, the Project has 60 (sixty) days to close the fund or an additional $500 will be forfeited and retained in ECCF's Operations Fund before the final distribution.

   c. Projected goal of the Project is **$300,000.**

   d. For credit card donations, donors will receive credit for the entire amount of their gift, the pass-through sponsorship fund will be charged an administrative handling fee of 3% U.S. credit cards and 5% for international credit cards.

   e. ECCF reserves the right to renegotiate the administration fee.

   f. ECCF reserves the right to apply additional charges against the Fund if the Fund requires services above and beyond the agreed services however; no such charges shall be applied without prior written notice to the Project.

Services requested that are above and beyond the service provided by the administrative fee for Funds and are for the specific purpose:

1. **Receipt of Funds.** ECCF agrees to receive grants, contributions and gifts to be used for the project and make those funds available to the Project.

2. **Acknowledgement of charitable donations.** ECCF agrees that all grants, charitable contributions and gifts which it receives for the Project will be reported as contributions to ECCF as required by law and further agrees to acknowledge receipt of any such grant, charitable contribution or gift in writing and to furnish evidence of its status as an exempt organization under the 501(c)(3) to the donor upon request. ECCF agrees to notify the Project of any change in its tax-exempt status. The Project must follow the privacy wishes of the Donors.

3. **Use of funds.** ECCF also authorizes the Project to make expenditures, which do not exceed total contributions for the Project on its behalf to use in the Project. It is agreed that the Project will use any and all funds received from ECCF solely for legitimate expenses and to account fully for the disbursement of these funds. On behalf of and with its funds, ECCF will pay for the projects expenses according to the terms and conditions of any grants received, or for the purposes identified for other charitable gifts.

a. ECCF will provide an expense form. Each expense form is to be completed by the Project, and approved by the Project treasurer and ECCF treasurer. ECCF treasurer will continue to approve expenses prior to payment until the Project is an tax exempt organization under section 501(c)(3) of the Internal Revenue Code.

b. ECCF requires submission of invoices to be within 30 days of service provided and invoices will be paid on a bi-monthly basis. The invoice will include a completed expense form authorizing payment of each invoice.

c. For receipts requiring reimbursement, purchaser must coordinate the use of the Tax Exemption number of ECCF. Receipts must be attached to a completed expense form authorizing payment.

4. **Financial accounting and reporting.** ECCF will maintain books and financial records for the Project in accordance with generally accepted accounting principles. The Project's revenue and expenses shall be separately classified in the financial records of ECCF. ECCF will provide reports reflecting revenue and expenses to the Project on a monthly basis, within two weeks after the end of each month, and, on an annual basis, within three months after the end of each fiscal year of ECCF (December 31).

5. **Administration of assets.** ECCF will administer the assets of the Project and maintain the official records thereof. It is not anticipated there will be any additional charges for this service; however, ECCF reserves the right to notify the Project in advance of the change in this policy. The Project will reimburse ECCF for its out-of-pocket costs for services such as 990 preparation and annual audit, for the Project, if any.

6. **Holding of funds.** Funds will be placed in the Short Term Pool portfolio and/or Operational Money Market (See section 12 of agreement). Accumulated interest/dividends and any increase in value (ECCF will incur any loss in value) will be placed in ECCF's Operating Fund.

7. **Fundraising.** The Project may solicit gifts, contributions and grants on behalf of ECCF which are earmarked for the activities of the Project. The Project's choice of funding sources to be approached and the test of the Project's letters of inquiry, grant applications and other fundraising materials are subject to approval by ECCF.

   a. ECCF's Executive Director must co-sign all original letters of inquiry, grant proposals and grant agreements. All grant agreements, pledges or other commitments with funding sources to support the Project shall be executed by ECCF. The cost of any report or other compliance measures are required by such funding sources shall be the expense of the Project. ECCF shall receive copies of all progress and final report submissions.

   b. ECCF shall be responsible for the processing and acknowledgement of all monies received for the Project, which shall be reported as income of ECCF for both tax purposes and ECCF's financial statements. Grants involving government or public agency monies have substantial reporting and auditing requirements; therefore, if the Project desires to apply for government or public agency grants, the Project must receive advance approval to do so from ECCF's Executive Director additional fees paid to ECCF may be required depending on the scope and/or type of grants received.

c. The Project will follow ECCF's policies for Independent Event-Focused Fundraising and Public Fundraising.

d. The Project will include ECCF's logo on all printed materials for public distribution, unless otherwise indicated by ECCF.

e. ECCF may disclose the existence, funding and grants of the Project in its Annual Report and other documents published by ECCF. Any information presented for publication shall be approved in advance by the Project.

f. ECCF is not responsible for the Project's projected goal.

g. Publicity of the fund shall be referenced as "Jeffers Park Development, a Fund of the Eau Claire Community Foundation".

8. **Protection of Tax Exempt Status.** The Project agrees not to use funds received from ECCF in any way which would jeopardize the tax exempt status of ECCF. The Project agrees to comply with any written request by ECCF that it cease activities that might jeopardize ECCF's tax status, and further agrees that ECCF's obligation to make funds available to it is suspended in the event that it fails to comply with any such request. Any changes in the purpose for which grants funds are spent must be approved in writing by ECCF before implementation. ECCF retains the right, if the Project breaches the Agreement, to withhold, withdraw or require immediate return of grant funds.

9. **Hold Harmless.** The Project hereby agrees to release, protect, defend, hold harmless and indemnify ECCF from and against all disputes, claims, demands, lawsuits, and causes of action, including but not limited to attorney's fees, of every type and character, without limit and without regard to the cause thereof, which arise out of or are related in any way to said obligations of the Project.

   The Project hereby irrevocably and unconditionally agrees to release, protect, defend, indemnify and hold harmless ECCF, its officers, directors, trustees, employees, representatives and/or agents ("ECCF Group"), against any and all disputes, claims, demands, lawsuits and causes of action, liabilities, losses and expenses (including reasonable attorneys' fees) directly, indirectly, wholly or partially arising from or in connection with the Project and/or all expenditures hereunder, including but not limited to claims, liabilities, losses and expenses for personal injury, death, breach of contract, property damage, or otherwise, without limit and without regard to the cause or causes thereof, including but not limited to the fault and/or negligence of ECCF Group. Further, the Project agrees to carry adequate workers' compensation, liability and other insurance to the extent necessary to protect itself and ECCF Group against such claims. Said policies shall be primary in all respects and shall waive subrogation against ECCF Group.

10. **Governance.** Authority to manage the activities of the Project is delegated to its Planning Committee, subject at all times to the ultimate direction and control of ECCF's Board of Trustees.

11. **Renewal.** If ECCF and Project desire to do so, this Agreement may be renewed two years from the date of this Agreement and annually thereafter.

12. **Termination.** Either party may terminate this Agreement by giving 60 days written notice to the other party. If the Project will continue to exist but one of the parties desires to terminate ECCF's fiscal sponsorship of the Project the following terms and conditions shall apply:

    a. Another non-profit corporation which is tax exempt under IRC Section 501(c)(3) and is not classified as a private foundation under Section 509 (a) must be willing and able to sponsor the Project and will become the "successor."

    b. The Successor must be approved in writing by both parties by the end of the 60 day written notice period.

    c. The balance of the assets held by ECCF, together with any other assets held or liabilities incurred by ECCF in connection with the Project, shall be transferred to the Successor at the end of the notice period, or any extension thereof, subject to the approval of any third parties, including funding sources that may be required.

    d. If the Project has formed a new organization qualified to be a Successor as set forth above, such organization shall be eligible to receive all such assets and liabilities so long as such organization has received a determination letter from the Internal Revenue Service which states the new organization is exempt from federal tax under 501(c)(3) of the IRC no later than the end of the notice period or any extension thereof.

    e. If no Successor is found ECCF may allocate the Project's assets and liabilities in any manner consistent with applicable tax and charitable trust laws and other obligations.

13. **Ownership.** The Fund will be the sole property of ECCF once it is contributed to ECCF and the Donor shall not have any right to reclaim the funds from ECCF.

    a. The proceeds in the Fund will be segregated for bookkeeping purposes by ECCF. The Funds will be placed in the Short Term Pool which seeks to protect the principal value of the fund (Short Term Pool will produce lower long-term expected returns in exchange for smaller, infrequent losses) and/or an Operational Money Market at the discretion of ECCF.

    b. The Fund will participate in the costs and expenses of ECCF as described on the attached Exhibit A and in this Agreement, incorporated herein, including without limitation, participation in the cost of any money manager charges incurred in the management of the investments.

    c. The Fund shall be held and administered subject to the provisions of ECCF's governing documents now in effect or as they may be amended from time to time.

    d. ECCF requires a copy of a board resolution certified by the secretary and/or treasurer that indicates acceptance of this agreement by the board or governing body(s) of the Project.

    e. ECCF requires a copy of the City Council resolution approving the Jeffers Park Development Project.

14. **Acceptance.** If the Fund is accepted, a copy of this Agreement, signed by ECCF's Board Chair, will be provided to the Project. This Agreement is supplemented by the New Fund Information Sheet and a completed Primary Agreement, which together constitute the entire agreement of the Parties. By signing and returning this Agreement, and upon delivery of the initial gift, the Donor requests approval of the Fund by ECCF's governing body and agrees the Fund shall be the sole property of ECCF, subject to ECCF's authority to vary the terms of the gift. This authority, the ECCF's "variance power," is set forth in the ECCF's governing documents and IRS regulations governing community foundations.

Dated this 21 day of January, 2014.

Stephen Nick,
Eau Claire Fastpitch, Board Chair

______________________,
Eau Claire Nationals Little League, Board Chair

____
Executive Director, ECCF

Date: ______________________