Board of Trustees Meeting Agenda
Tuesday, January 24, 2023
12:00 – 1:30pm
Wipfli Office

**Action Items in red*

Call To Order_ Wayne Wille

- Discussion and motion to approve October 2022 ECPSF Board Meeting minutes P3

Superintendent Update *Mike Johnson*

Financial Report Brad Juhlke

- Discussion and motion to approve Q4 2022 financials

Executive Committee Report Wayne Wille

Marketing Committee Report P6 Laura Marthaler

Development Committee Report P8 Julia Diggins

Golden Apple Update Executive Jane and Heather

Director Update Other Business Todd

Agreements:

- McKinley School Environment Fund – New fund to support purchases to improve the physical environment of McKinley Charter School P9
- ECASD Virtual School – Pass through fund. All schools have this fund, but the Virtual School never had one set up. P15
- Memorial Class of 67 – Pass through fund P21
- Fore the Kids (renew with no changes) P28

Grants:

- Discussion and motion to approve Quarterly Grant Disbursement

22
Adjourn Wayne Wille

Next Board Meeting – Tuesday April 25th, 2023

Thank you to Brad for lunch and hosting today's meeting!

Meeting: Eau Claire Public Schools Foundation – Board of Trustees Meeting

Date: October 25, 2022

Time: 12:00pm

Location: In person at Wipfli and via Zoom

Attendees:

☒ Wayne Wille, Chair	☒ Patti Iverson (V)	☒ Jennifer McHugh	☒ Michael Strubel
☒ Emily Kurth, Vice-Chair (V)	☒ Dr. Carmen Manning	☒ Angie Nijhawan (V)	☐ Dr. Lori Bica
☒ Brad Juhlke, Treasurer	☒ Heather Market-Sullivan	☒ Becky Nolan	☒ Mike Johnson (V)
☐ Julia Diggins	☒ Laura Marthaler	☒ Amy O'Connor (V)	☐ Grant Beardsley
☒ Kim Hagen	☒ Jim McDougall	☒ Derek Prestin	☒ Todd Johnson

V = Virtual

Notes Generated by: Terri Grzyb

Guests: Sue Bornick, Executive Director of Eau Claire Community Foundation

Introductions – Todd Johnson, Sue Bornick, Kim Hagen, Jim McDougall, Michael Strubel, Laura Marthaler, Dr. Carmen Manning, Derek Prestin, Heather Market-Sullivan, Jennifer McHugh, Becky Noland, Terri Grzyb, Wayne Wille, Brad Juhlke, Emily Kurth, Angie Nijhawan, Patti Iverson, Mike Johnson, Amy O'Connor

Meeting called to order at 12:23pm by Chair Wayne Wille.

Call to Order
- Approval of meeting minutes of 07/26/2022.
  - Motion by Michael Strubel, second by Jim McDougall. Motion passed by unanimous voice of approval.

Financial Report – Brad Juhlke
- Overview of Q3 2022 financials and Fund 21 expenditures.
- Brad reviewed 1st page of Balance Sheet for September 30, 2022.
  - Down $375,000 in net assets, due to the market situation, but sitting fairly well from cash standpoint. Pledges are on pace to be received.
  - Change in Net Assets; donations received from School District ($50,000) and Golden Apple ($19,000).
  - Expenses – salaries will be more of a steady expense going forward with the hiring of Todd Johnson as full-time Executive Director and hopefully an addition of an Executive Assistant.
  - Investment gain/loss - $707,000 for the year; investment strategy based on community foundation's investment strategy; finance and investment committee help assist; Wayne commented that Sue shared changes that have been made with fixed income investments; it's an ongoing process; Sue touched on investment overview and ask that this be shared with the entire Board, as it's all open and transparent. Todd and Wayne will get this out to the entire Board.
  - Expenses vs. grant clarification was talked about. If making a payment to a non-501C3, not allowed to call a grant (need to classify as an expense).
  - Operations Fund balance – we have some room here and a spending policy to help get more monies into our Operational Funds to help sustain and grow the Foundation.
  - Outstanding Pledges – American Phoenix. Laura reached out to them; they are on pace.

- Grant report. Payments on grants approved at prior meetings.
- Reviewed quarterly disbursements. Jim McDougall talked about Fund 21 report (reconciliation of the grants that we've pledged to make within the School District and our reimbursement to the District); the process of reimbursement – the District pays schools and then the Foundation reimburses the District). Heather Market-Sullivan mentioned #5 – Hero Award – Melissa Greer doesn't work at Northwoods – she teaches at Putnam.

- Motion by Becky Noland, second by Carmen Manning, to approve Q3 2022 financials (includes Fund 21 expenditures). Motion passed by unanimous voice of approval.

Other Business

- Approval to transfer $100,000 from the Homeless Children and Youth Fund (pass-through) to Homeless Children and Youth Endowment Fund (long-term fund).
  - Todd talked about the fund and how this offers a better rate of return on investment. Dani (advisor on account) is on board with strategy; funds going to same cause.
  - Motion by Becky Noland, second by Brad Juhlke. Motion passed by unanimous voice of approval.
- **Grants**
  - Group discussion about EDI Fall 2022 grants recommendations and Annual Fall Cycle 2022 grants.
  - **Allocations Committee Report – Dr. Carmen Manning**
    - Had fewer grants than asked historically; why is this happening; looked at past history; need to work on applications and scoring system; What is the long-term strategy in how the Foundation works and how can we improve system.
    - Recommended all grants that came through, except for one (playground related). That was sent back to Todd to see how the Foundation can assist.
    - Todd thanked Carmen for her work. Switched a couple of grants from annual grant cycle to EDI (better fit). Funding remains the same. Todd reached out to school with playground and how we can partner with them (has meeting set up with PTA).
    - Came in under $10,000 for annual Fall cycle; leaves more for Spring cycle.
    - Carmen asked about Meadowview being listed twice ($2,500 and $1,000). This is a typo; should only be funded for a total of$2,500 out of EDI (not the additional $1,000). The last line on the Fall 2022 Fund Allocations sheet in the EDI section should be stricken. The total should be $9,474.50.
    - Michael – the better stewards we are regarding our process, the more we can market and help encourage schools/staff to apply.
    - Motion by Jim McDougall, second by Laura Marthaler, to approve grants recommendations as presented with the modification discussed (the last line on the Fall 2022 Fund Allocations sheet in the EDI section – $1,000 for Meadowview SMART – should be removed). Motion passed by unanimous voice of approval.

Superintendent Update – Mike Johnson

- Recognized Todd Johnson; talked about advertising video that was sent out to All Staff.
- Preparing for school report cards – this becomes public on November 15.
- Official budget adoption occurred on October 24, 2022; more FTEs (have specific needs); using ESSER funds.
- Referendum update – continuing to reach out to community and schools. We educated our staff; WEAU support; Rotary meetings scheduled; joint presentation with the City.
- Naming rights for buildings. Kim Hagen had a proposal to name buildings after Marv Lansing and John Bowman; we now have 6 committee members that are following policy. Need to follow process and then present recommendation to Board. Kim thanked Mike.

Nominations Committee Recommendations – Derek Prestin

- No report.

Executive Committee Report – Wayne Wille
- Hiring and onboarding of Executive Director.
- Engaged in discussions about adding an assistant; moving forward.
- Jim is working on Committee organizations.
- Working with Sue Bornick and the ECCF; discussion around fee sharing; ties in with adding the assistant position (expansion of role).
- Wayne is working on MOU with District; very close to concept.
- Support for capital campaign for referendum.
- Becky asked about the assistant; how close are we? What's the hold up? Slight delay in getting info to Todd regarding position description.

Marketing Committee Report – Emily Kuhn
- Had not met recently.
- Golden Apple; High level fundraising goals.
  - Jim plans to have committees meet on a regular basis.
  - Carmen says the Allocation Committee needs to meet regularly outside of grant cycle recommendations.
  - Should we have a Grant subcommittee of the Allocations Committee?
  - Brad asked how 4 the Kids Golf outing relates to Foundation (homeless fund); Becky – this is a fundraiser for the homeless fund; Clear Water Kiwanis group helps Dani; donation splitting to help sponsor their activities and fund homeless fund (2 organizations that partner together for benefit of whole community); we are a fiscal sponsor.

Development Committee Report – Julia Diggins
- Julia is not in attendance.
- Michael – volunteer fundraising; mutual benefit to align with other groups that help our schools; perhaps we can grow from this and involve community. Sue - Need to be very selective.
- Kim – What do we do to promote the ECPSF? WEAU promotes the Golden Apple – promotes donors and awareness. Emails, website, etc. More select opportunities are needed to build awareness.

Executive Director Update – Todd Johnson
- 3 goals: *communication, raising funds, visibility*
  - There are staff and community members who are not aware of the ECPSF. We need to get the word out. What is it that we want to convey to the community? Talk with teachers to get word out on how we can help.
  - Needs help putting events together, especially with Golden Apple coming up.
  - Thanked Brad for hosting and providing the food; thanked Sue for support and welcome; thanked Laura.
  - Meeting with donors and groups of people; met with all but 2 middle school principals; reaching out to secretaries and partnership coordinators.
  - Got to make a video with Mike.
  - Grant cycle – was fun to hear conversation (philosophy questions).
  - Thanked several committee members.
- Nominations for Golden Apple to open soon.
- Jim – hope to have social time for Laura for proper sendoff/good-bye after the election.

Next meeting Tuesday, January 24, 2023, 12:00pm

Motion by Jim McDougall, second by Kim Hagen, to adjourn the meeting. Motion passed by unanimous voice of approval.

Meeting adjourned at 1:30pm

ECPSF Marketing Team Meeting

Meeting Minutes

January 9, 2023

Present: Todd Johnson
Jane Christenson
Patti Iverson
Michael Strubel
Laura Marthaler

Location: DeLong Middle School

Next meeting: TBD - Mondays after 11:00 work well; avoid school drop off and pickup

Donor Database

- Previous discussion around ECPSF using MailChimp as it syncs with CSuite. Currently using Constant Contact which is a better program and will sync with CSuite soon.
- Current database ~1000 entries.
- What do initial messages to alums look like?
    - "Welcome to EC Alumni Association"
    - Invites to Alumni Assoc. events at homecoming etc.; Alumni tents?
- How do we add to the Donor Database?
    - Tap into Retired Teachers Assoc.
    - Explore adding ECPSF to annual United Way campaign in the fall
    - Work with class Presidents to gain access / knowledge of Class FB Pages
    - Jane / Laura / Michael/Amy – work to capture alumni

Discussed transitioning name of committee to Public Relations / Engagement

- More representative of group's role

Editorial Calendar

- Discussed the value of creating a master calendar with schedule of press releases / appearances
- Work to be done to create a list of all outlets – WEAU; WQOW; Leader Telegram; Volume One etc. Work to establish a contact at each.

- Website / ECPSF / where to go for more info. details to be included in all releases documents etc.

Discussed value of getting time in front of area service groups

- Leadership EC; Rotary; 100 Women Who Care etc.

Annual Report

- Discussed a more digital effort with the Annual Reports to reduce costs and use less resources.
- Will still print some copies for those who prefer a hard copy.
- Add a “Donor Spotlight”; Find donors willing to share their “why”.
- Patti agreed to proofread.

ECPSF Development Committee Minutes

Date: December 14, 2022

Members Present: Amy O'Connor, Julia Diggins, Heather Market-Sullivan, Kim Hagen, Michael Strubel, Todd Johnson, Jane Christenson

Agenda/Notes

- Welcome Jane Christenson
- Reviewed Purpose of Committee – Development of donors
- Golden Apple Update – Currently three sponsors have rescinded their commitments from previous year: IHF, Westconsin, XCEL Energy. Xcel Energy has recommitted for next year. Todd has reached out to three potential sponsors: Woodmans, Hy-Vee, and Prevail Bank. He's waiting for responses before asking any new sponsors. School visits are starting December 20 and 21. Discussion regarding a family that has expressed interest in creating a new fund for a "top" teacher award and how that could potentially fit into the Golden Apple event. Thely haven't responded to Todd's communications. He will reach out to them early next year. We also discussed the pros and cons of inviting additional people to attend the event. The next Golden Apple planning meeting will be on February 7th.
- Annual Report – Discussion regarding the benefits of changing the Annual Report to a digital format. That is the current trend, but we still need to capture the people who prefer a hard copy. A succinct document that can be used with potential donors is also needed.
- Promotion of ECPSF – Discussed ways to leverage Constant Contact. It is apparent to the entire committee that we need more contacts in the system. Ideas included running a signup event where people received something in return for signing up. Todd has a meeting with Mike Johnson to determine where we stand in receiving staff emails and graduating student emails. The committee discussed the need to get in front of the staff at the schools to start promoting and educating them on ECPSF.

EAU CLAIRE PUBLIC SCHOOLS FOUNDATION

Schedule A

Fund Name: **McKinley School Environment Fund**

Is this Fund anonymous? ☐ Yes ☒ No

Date Fund Established (Date of first gift):

Fund Contact: **Meg Nord and Paul Kaldjian**

Address: **1528 Fenwick Ave., EC, WI 54701**

Phone: **715-833-8484**

Email: **megs1528@gmail.com**

Purpose of the Fund: **The purpose of this fund is to support success by creating a welcoming and engaging learning space where students feel the community and ECASD cares for them and in which they develop a school and community identity.**

Establishing Gift: **$10,000** Corpus, if different: ____________________

Fund Goal / Date:

Annual Admin Fee: ☐ 1.0% ☐ 1.25% ☐ 1.5% ☐ 2% ✓Other: 5% of gifts

Admin Fee Timing: ☐ Monthly ✓Other, please list: as received

Fund Group:

☐ Unrestricted
☒ Donor Advised
☐ Designated
☐ Designated Scholarship
☐ Acorn Fund
☐ Field of Interest
☒ Pass-Through Fund
☐ Fiscal Sponsorship Fund

Restrictions:

☐ Endowed Fund
☐ Quasi-endowed Fund
☒ Non-endowed, Pass-Through Fund
☐ Non-endowed, Fiscal Sponsorship Fund

Community Portal/Fund Statements:

☒ Online access to Community Portal
☐ Paper Fund Statements twice a year

Investments:
☐ Long Term Pool ☐ SRI Long Term Pool ☐ Intermediate Pool
☐ Short Term Pool ☒ Project Fund (Money Market) ☐ Outside advisor

Spending Policy:
☐Yes ☒ No ☐ Other:

Mission for Fund, if applicable:

Successor/s:
☐ Access to Community Portal ☐ Access to Community Portal upon death
☐ No Successors to Fund ☒ Not Applicable

NOTES:
Learning environments play a significant role in student success. This agreement is to enable funding for, but not limited to, paint for hallways, collaborative and social spaces, furniture for the library, and outdoor landscaping to beautify and make the outside of McKinley Charter School more attractive.

Upon the death of the donors, the McKinley School Environment Fund will become a Field of Interest Fund for its purpose.

The McKinley School Environment Fund, including the Schedule A, supplemented by the Primary, Addendum to Agreement, and a completed Secondary Agreement or Agreements together constitute the entire agreement.

CHARITABLE INTERESTS:

I agree to the above information.

______________________________ ______________________________
Meg Nord **Paul Kaldjian**

______________________________ ______________________________
Date Date

For Office Use:
Fund Division: C – Corporate
Short Name: ______________________ Sort Key: ______________________

EAU CLAIRE PUBLIC SCHOOLS FOUNDATION PRIMARY AGREEMENT DONOR ADVISED AND NON-DONOR ADVISED

The undersigned Donor (whether one or more) and the Eau Claire Public Schools Foundation ("ECPSF") make the following agreement setting forth the Donor's desire to make a gift and how ECPSF will treat it. Upon execution of this Agreement or soon thereafter, the Donor will give to ECPSF 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 ECPSF and, **upon meeting minimum funding requirements, to maintain the Fund as one of the following**:

___ Acorn Fund - an initial gift of no less than $500; anticipated gifts, adjusted by appreciation and depreciation, to total $10,000 within sixty (60) months. This agreement will be completed in its entirety once the fund balance of $10,000 is reached and will require Board of Trustee approval.

___ Donor Advised Fund – an 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.

___ Non Donor Advised Designated Scholarship Fund,– initial gift of no less than $1,000; anticipated gifts, adjusted by appreciation and depreciation, to total $15,000 within sixty (60) months. The Fund may begin granting in the calendar year after the total minimum funding level is reached.

_X_ Non-endowed, pass-through fund or fiscal sponsorship fund which may be expended. The ECPSF holds the gift as a Fund established by the Donor to be used for charitable purposes. Minimum balance for a non-endowed fund is $10,000.

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

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

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

_X_ non-endowed, pass-through fund.

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

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

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

_X_ non-endowed, pass-through fund, the remaining balance will transfer into the unrestricted fund of ECPSF 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:

___ Continue as a Donor Advised Fund.
___ Continue as a Non-Donor Advised Field of Interest Fund.
___ Continue as a Non-Donor Advised, Designated Fund.
___ Continue as a Non-Donor Advised, Designated Scholarship Fund.
___ Continue as an Unrestricted Fund.
_X_ Continue as a Non-Endowed, **Field of Interest** Pass-Through Fund.
___ Not Applicable.

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 ECPSF Endowed Fund for the Future 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 ECPSF's governing body and agrees the Fund shall be the sole property of ECPSF, subject to ECPSF's authority to vary the terms of the gift. This authority, ECPSF's "variance power," is set forth in Eau Claire Community Foundations' governing documents and IRS regulations governing community foundations. If the Fund is accepted, a copy of this Agreement, signed by ECPSF's Board Chair, will be provided to the Donor. This Agreement, including the Schedule A, is anticipated to be supplemented by a completed Secondary Agreement or Agreements, which together constitute the entire agreement of the Parties. If the Schedule A includes an Addendum to the Agreement it is binding as set forth within this Agreement.

Dated this ___ day of _________, 20__

________________________________	________________________________
Meg Nord	**Paul Kaldjian**
________________________________	________________________________
Todd Johnson, executive director	Date
Accepted as of ______________, 20____	________________________________
	Chair, Board of Trustees

Approved by Board of Trustees: ____________, 20__

*ECPSF encourages donors to visit with their financial and legal advisors to determine which charitable giving strategies are best for them. ECPSF is available to work with donors and their advisors to fulfill personal, financial, and charitable wishes.

Eau Claire Public Schools Foundation ("ECPSF")
Donor Advised Fund Agreement

Whether on initial funding or once minimum requirement has been met.

The Fund shall be known and identified as the:

McKinley School Environment 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) has or reasonably expects to have advisory privileges with respect to the fund's distributions or investments. The Donor(s) retains the privilege to recommend grants from the charitable fund for which he or she has been designated as fund advisor. The Donor(s) shall provide ECPSF 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 ECPSF's distribution policy as in effect from time to time after taking into consideration the recommendations made to ECPSF by the Authorized Advisor. ECPSF is not bound by any recommendations of the Authorized Advisor, and such advice may not be followed. However, ECPSF will consider such advice and will conduct an independent investigation to evaluate whether such is consistent with the purposes of ECPSF's then-current grant policy. Donors may deduct charitable contributions in accordance with federal and their respective state tax codes only if donations are made to a qualified charitable organization, which must be determined by the IRS.

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), 170 (b), 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. Scholarship awards are excluded from donor advised funds. An advisor can donate to a Scholarship Fund at ECPSF whether designated or pass-through. Advisors can't grant into a Scholarship Fund after the scholarship application has closed as the candidates for the award are then known and it could be an attempt to increase an award only for particular candidates.

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 ECPSF 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 ECPSF's grant policy shall be distributed as the Board determines in its sole discretion.

6. The Fund will be the sole property of ECPSF once it is contributed to ECPSF and neither the Donor nor any advisors have any right to reclaim the Fund from ECPSF. The proceeds in the Fund will be segregated for bookkeeping purposes by ECPSF. The assets of the Fund will be invested under ECPSF'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 ECPSF 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. ECPSF 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 ECPSF'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 ECPSF regarding grants for three (3) consecutive years, or if all initial Donors are incapacitated or dead and ECPSF has not received written notice of the name and contact information of a successor advisor, ECPSF 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 ECPSF with distributions from the Fund to be made pursuant to ECPSF'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 ECPSF's Board Chair, will be provided to the Donor. This Agreement is supplemented by the Schedule A 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 ECPSF's governing body and agrees the Fund shall be the sole property of ECPSF, subject to ECPSF's authority to vary the terms of the gift. This authority, ECPSF's "variance power," is set forth in ECPSF's governing documents and IRS regulations governing community foundations.

11. Sec. 408(d)(8) of the Internal Revenue Code of 1986 states that if a Donor makes a direct distribution from their IRA to a Donor Advised Fund or to a Supporting Organization, then the Donor is required to claim those funds as income and they cannot be characterized as a qualified charitable distribution.*

Dated this ___ day of _________, 20__

______________________________	______________________________
Meg Nord	**Paul Kaldjian**
______________________________	______________________________
Todd Johnson, Executive Director	Date

*ECPSF encourages donors to visit with their financial and legal advisors to determine which charitable giving strategies are best for them. ECPSF is available to work with donors and their advisors to fulfill personal, financial, and charitable wishes.

1515

Schedule A

Fund Name: **Eau Claire Virtual School Fund for Today**

Is this Fund anonymous? ☐ Yes ✓ No

Date Fund Established (Date of first gift): NA

Fund Contact: **James Schmitt or current Principal**
Business/Organization, if applicable: **ECASD**
Address: **500 Main Street, Eau Claire, WI 54701**
Phone: **(715) 852-3081**
Email: **jschmitt@ecasd.us**

Purpose: **The purpose of the Fund is to support the innovative educational path for learners in kindergarten through 12th grade.**

Establishing Gift: ____________________ Corpus, if different: ____________________

Fund Goal / Date: NA

Annual Admin Fee: ☐ 1.0% ☐ 1.25% ☐ 1.5% ☐ 2% ✓Other: **5% of gifts**

Admin Fee Timing: ☐ Monthly ✓Other, please list: **as received**

Fund Group:

✓Unrestricted ☐ Acorn Fund
☐ Donor Advised ☐ Field of Interest
☐ Designated ✓Pass-Through Fund
☐ Designated Scholarship ☐ Fiscal Sponsorship Fund

Restrictions:

☐ Endowed Fund
☐ Quasi-endowed Fund
✓Non-endowed, Pass-Through Fund
☐ Non-endowed, Fiscal Sponsorship Fund

Community Portal/Fund Statements:

✓Online access to Community Portal
☐ Paper Fund Statements twice a year

Investments:
☐ Long Term Pool ☐ SRI Long Term Pool ☐ Intermediate Pool
☐ Short Term Pool ✓ Project Fund (Money Market) ☐ Outside advisor

Spending Policy:
☐ Yes ☐ No ☒ Other: **Minimum Pass-Through Grant is $100**

Mission for Fund, if applicable:

Successor/s:
☐ Access to Community Portal ☐ Access to Community Portal upon death
☐ No Successors to Fund ✓Not Applicable

NOTES:
Eau Claire Virtual School (ECVS) is an innovative educational path for learners in Kindergarten through 12th grade. They offer high-quality, relevant and enriching learning experiences through live lessons and independent assignments. Students stay engaged with peers in classroom learning setting as well as through community-based events. ECVS allows families a unique opportunity into their child's learning environment, coaching alongside the teacher and creating a path to success.
ECVS offers flexible and personalized learning experiences while maintaining the high quality and local support of the Eau Claire Area School District.

The Eau Claire Virtual School Fund for Today Agreement includes the Schedule A and is supplemented by the Primary and Secondary Agreements which constitutes the entire agreement.

CHARITABLE INTERESTS:

I agree to the above information.

______________________	______________________
James Schmitt, Principal	**Donor**
______________________	______________________
Date	Date

<u>For Office Use:</u>
Fund Division: EC Public School
Short Name: ______________________ Sort Key: ______________________
Default Restriction is Temporarily

EAU CLAIRE PUBLIC SCHOOLS FOUNDATION PRIMARY AGREEMENT DONOR ADVISED AND NON-DONOR ADVISED

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___ Acorn Fund - an initial gift of no less than $500; anticipated gifts, adjusted by appreciation and depreciation, to total $10,000 within sixty (60) months. This agreement will be completed in its entirety once the fund balance of $10,000 is reached and will require Board of Trustee approval.

___ Donor Advised Fund – an 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.

___ Non Donor Advised Designated Scholarship Fund,– initial gift of no less than $1,000; anticipated gifts, adjusted by appreciation and depreciation, to total $15,000 within sixty (60) months. The Fund may begin granting in the calendar year after the total minimum funding level is reached.

_X__ Non-endowed, pass-through fund or fiscal sponsorship fund which may be expended. The ECPSF holds the gift as a Fund established by the Donor to be used for charitable purposes. ~~Minimum balance for a non-endowed fund is $10,000.~~

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

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

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

_X__ non-endowed, pass-through fund.

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

___ quasi-endowed fund, which may, with the approval of ECPSF's governing body, grant from principal following ECPSF'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 ECPSF 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:

___ Continue as a Donor Advised Fund.
___ Continue as a Non-Donor Advised Field of Interest Fund.
___ Continue as a Non-Donor Advised, Designated Fund.
___ Continue as a Non-Donor Advised, Designated Scholarship Fund.
___ Continue as an Unrestricted Fund.
___ Continue as a Non-Endowed, Pass-Through Fund.
_X__ Not Applicable.

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 ECPSF Endowed Fund for the Future 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 ECPSF's governing body and agrees the Fund shall be the sole property of ECPSF, subject to ECPSF's authority to vary the terms of the gift. This authority, ECPSF's "variance power," is set forth in Eau Claire Community Foundations' governing documents and IRS regulations governing community foundations. If the Fund is accepted, a copy of this Agreement, signed by ECPSF's Board Chair, will be provided to the Donor. This Agreement, including the Schedule A, is anticipated to be supplemented by a completed Secondary Agreement or Agreements, which together constitute the entire agreement of the Parties. If the Schedule A includes an Addendum to the Agreement it is binding as set forth within this Agreement.

Dated this ___ day of _______, 20__.

________________________________	________________________________
Donor	**Donor**
________________________________	________________________________
Todd Johnson, Executive Director	Date
Accepted as of ______________, 20____	________________________________
	Chair, Board of Trustees

Approved by Board of Trustees: ____________, 20__

Eau Claire Public Schools Foundation (“ECPSF”)
Fund Agreement – Non-Donor Advised
Whether on initial funding or once minimum requirement has been met.

The Fund shall be known and identified as the:

Eau Claire Virtual School Fund For Today Fund

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

_____ to beneficiaries and for purposes within the Field of Interest described as:

____;

___X_ for purposes to the following Designated beneficiary or beneficiaries:

Eau Claire Virtual School

_____ as an Unrestricted Fund, to beneficiaries and for purposes as determined by ECPSF, which may include administrative expenses.

1. Distributions from the Fund shall be made in accordance with ECPSF’s distribution policy as in effect from time to time after taking into consideration any recommendations set forth above. ECPSF is not bound by the recommendations set forth above, and such recommendations may not be followed. ECPSF will consider such recommendations and will conduct an independent investigation to evaluate whether they are consistent with the purposes of ECPSF’s then-current grant policy.

2. The Fund will be the sole property of ECPSF once it is contributed to ECPSF and the Donor shall not have any right to reclaim the Fund from ECPSF. The proceeds in the Fund will be segregated for bookkeeping purposes by ECPSF. The assets of the Fund will be invested under ECPSF’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 ECPSF as described on the attached Exhibit A, incorporated herein, including without limitation, participation in the cost of any money manager charges incurred in the management of the investments. ECPSF 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 Donor.

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

4. 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. Please refer to the Primary Agreement for the Fund to see whether the Fund is quasi-endowed during the Donor's lifetime or on the Donor's death.

5. Sec. 408(d)(8) of the Internal Revenue Code of 1986 states that if a Donor makes a direct distribution from their IRA to a Donor Advised Fund or to a Supporting Organization, then the Donor is required to claim those funds as income, and they cannot be characterized as a qualified charitable distribution. *

6. If the Fund is accepted, a copy of this Agreement, signed by ECPSF's Board Chair, will be provided to the Donor. This Agreement is supplemented by the Schedule A 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 ECPSF's governing body and agrees the Fund shall be the sole property of ECPSF, subject to ECPSF's authority to vary the terms of the gift. This authority, ECPSF's "variance power," is set forth in Eau Claire Community Foundation's governing documents and IRS regulations governing community foundations.

Dated this ___ day of _______, 20__.

_________________________________ _________________________________

Donor **Donor**

_________________________________ Date: _____________________________

Todd Johnson, Executive Director

*ECPSF encourages donors to visit with their financial and legal advisors to determine which charitable giving strategies are best for them. ECPSF is available to work with donors and their advisors to fulfill personal, financial, and charitable wishes.

EAU CLAIRE PUBLIC SCHOOLS FOUNDATION

Schedule A

Fund Name: **Memorial Class of 1967 Fund**

Is this Fund anonymous? ☐ Yes ☒ No

Date Fund Established (Date of first gift): **December 7, 2022**

Fund Contact: **Arthur Close**

Address:

Phone: **931-261-1797**
Email: **arclose67@gmail.com**

Purpose of the Fund: **This fund is to support Memorial High School's needs for the purpose of enhancing a student's educational program and/or experience.**

Establishing Gift: ____________________ Corpus, if different: ____________________

Fund Goal / Date: N/A

Annual Admin Fee: ☐ 1.0% ☐ 1.25% ☐1.5% ☐ 2% ✓Other: **5% of gifts**

Admin Fee Timing: ☐ Monthly ✓ Other: **as received**

Fund Group:

- ✓ Unrestricted
- ☐ Donor Advised
- ☐ Designated
- ☐ Designated Scholarship
- ☐ Acorn Fund
- ☐ Field of Interest
- ✓ Pass-Through Fund
- ☐ Fiscal Sponsorship Fund

Restrictions:

- ☐ Endowed Fund
- ☐ Quasi-endowed Fund
- ✓Non-endowed, Pass-Through Fund
- ☐ Non-endowed, Fiscal Sponsorship Fund

Community Portal/Fund Statements:

- ✓Online access to Community Portal
- ☐ Paper Fund Statements twice a year

Investments:

☐ Long Term Pool ☐ SRI Long Term Pool ☐ Intermediate Pool
☐ Short Term Pool ✓ Project Fund (Money Market) ☐ Outside advisor

Spending Policy:
☐ Yes ✓No ☐ Other:

Mission for Fund, if applicable:

Successor/s:
☐ Access to Community Portal ☐ Access to Community Portal upon death
☐ No Successors to Fund ☐Not Applicable

Name: **Carl Holmquist**
Address:
Phone: **608.377.3220**
Email: **c.holmquist@gmail.com**

Name:
Address:
Phone:
Email:

NOTES: **Enhancing a student's educational program and/or experiences may be different from year to year. The Eau Claire Public Schools Foundation will connect with a representative from the Memorial Class of 1967 and a representative from Memorial High School to plan the grant recommendation for its purpose.**

The Memorial Class of 1967 Agreement, including the Schedule A and supplemented by the Primary and secondary agreement together constitute the entire agreement.

CHARITABLE INTERESTS: **Memorial High School**

I agree to the above information.

______________________________ ______________________________
Donor **Donor**

______________________________ ______________________________
Date Date

For Office Use:
Fund Division: C – Corporate
Short Name: ______________________ Sort Key: ______________________

EAU CLAIRE PUBLIC SCHOOLS FOUNDATION PRIMARY AGREEMENT DONOR ADVISED AND NON-DONOR ADVISED

The undersigned Donor (whether one or more) and the Eau Claire Public Schools Foundation ("ECPSF") make the following agreement setting forth the Donor's desire to make a gift and how ECPSF will treat it. Upon execution of this Agreement or soon thereafter, the Donor will give to ECPSF 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 ECPSF and, **upon meeting minimum funding requirements, to maintain the Fund as one of the following**:

___ Acorn Fund - an initial gift of no less than $500; anticipated gifts, adjusted by appreciation and depreciation, to total $10,000 within sixty (60) months. This agreement will be completed in its entirety once the fund balance of $10,000 is reached and will require Board of Trustee approval.

___ Donor Advised Fund – an 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.

___ Non Donor Advised Designated Scholarship Fund,– initial gift of no less than $1,000; anticipated gifts, adjusted by appreciation and depreciation, to total $15,000 within sixty (60) months. The Fund may begin granting in the calendar year after the total minimum funding level is reached.

_✓_ Non-endowed, pass-through fund or fiscal sponsorship fund which may be expended. The ECPSF holds the gift as a Fund established by the Donor to be used for charitable purposes. Minimum balance for a non-endowed fund is $10,000.

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

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

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

_✓_ non-endowed, pass-through fund.

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

___ quasi-endowed fund, which may, with the approval of ECPSF's governing body, grant from principal following ECPSF'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 ECPSF unless a successor has been named or if the fund is designated or has a field of interest.

_✓_ Not Applicable.

On Donor's death, the Fund shall:

___ Continue as a Donor Advised Fund.
___ Continue as a Non-Donor Advised Field of Interest Fund.
___ Continue as a Non-Donor Advised, Designated Fund.
___ Continue as a Non-Donor Advised, Designated Scholarship Fund.
___ Continue as an Unrestricted Fund.
_✓_ Continue as a Non-Endowed, Pass-Through Fund.
___ Not Applicable.

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 ECPSF Endowed Fund for the Future 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 ECPSF's governing body and agrees the Fund shall be the sole property of ECPSF, subject to ECPSF's authority to vary the terms of the gift. This authority, ECPSF's "variance power," is set forth in Eau Claire Community Foundations' governing documents and IRS regulations governing community foundations. If the Fund is accepted, a copy of this Agreement, signed by ECPSF's Board Chair, will be provided to the Donor. This Agreement, including the Schedule A, is anticipated to be supplemented by a completed Secondary Agreement or Agreements, which together constitute the entire agreement of the Parties. If the Schedule A includes an Addendum to the Agreement it is binding as set forth within this Agreement.

Dated this ___ day of _______, 20__.

______________________________	______________________________
Arthur Close	**Donor**
______________________________	______________________________
Todd Johnson, Executive Director	Date

Accepted as of ______________, 20____ ______________________________
Chair, Board of Trustees

Approved by Board of Trustees: ____________, 20__

*ECPSF encourages donors to visit with their financial and legal advisors to determine which charitable giving strategies are best for them. ECPSF is available to work with donors and their advisors to fulfill personal, financial, and charitable wishes.

Eau Claire Public Schools Foundation ("ECPSF")
Fund Agreement – Non-Donor Advised
Whether on initial funding or once minimum requirement has been met.

The Fund shall be known and identified as the:

Memorial Class of 1967 Fund;

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

_____ to beneficiaries and for purposes within the Field of Interest described as:

____;

__✓__ for purposes to the following Designated beneficiary or beneficiaries:

Memorial High School

_____ as an Unrestricted Fund, to beneficiaries and for purposes as determined by ECPSF, which may include administrative expenses.

1. Distributions from the Fund shall be made in accordance with ECPSF's distribution policy as in effect from time to time after taking into consideration any recommendations set forth above. ECPSF is not bound by the recommendations set forth above, and such recommendations may not be followed. ECPSF will consider such recommendations and will conduct an independent investigation to evaluate whether they are consistent with the purposes of ECPSF's then-current grant policy.

2. The Fund will be the sole property of ECPSF once it is contributed to ECPSF and the Donor shall not have any right to reclaim the Fund from ECPSF. The proceeds in the Fund will be segregated for bookkeeping purposes by ECPSF. The assets of the Fund will be invested under ECPSF'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 ECPSF as described on the attached Exhibit A, incorporated herein, including without limitation, participation in the cost of any money manager charges incurred in the management of the investments. ECPSF 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 Donor.

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

4. 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. Please refer to the Primary Agreement for the Fund to see whether the Fund is quasi-endowed during the Donor's lifetime or on the Donor's death.

5. Sec. 408(d)(8) of the Internal Revenue Code of 1986 states that if a Donor makes a direct distribution from their IRA to a Donor Advised Fund or to a Supporting Organization, then the Donor is required to claim those funds as income, and they cannot be characterized as a qualified charitable distribution. *

6. If the Fund is accepted, a copy of this Agreement, signed by ECPSF's Board Chair, will be provided to the Donor. This Agreement is supplemented by the Schedule A 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 ECPSF's governing body and agrees the Fund shall be the sole property of ECPSF, subject to ECPSF's authority to vary the terms of the gift. This authority, ECPSF's "variance power," is set forth in Eau Claire Community Foundation's governing documents and IRS regulations governing community foundations.

Dated this ___ day of _______, 20__.

________________________________ ________________________________

Arthur Close **Donor**

________________________________ Date: ____________________________

Todd Johnson, Executive Director

*ECPSF encourages donors to visit with their financial and legal advisors to determine which charitable giving strategies are best for them. ECPSF is available to work with donors and their advisors to fulfill personal, financial, and charitable wishes.

Fund Balance

Class of '67 Donation to the Districtwide Endowed Fund for the Future

	2018	2019	2020	2021	2022 YTD as of 9/30/2022	2022 YTD as of 12/31/2022
Beginning Balance	9,500.00	8,613.25	10,137.28	11,049.01	12,127.11	8,954.35
Investment Returns	(694.60)	1,713.49	1,098.17	1,324.79	(2,979.89)	605.25
Admin Fees	(150.17)	(149.90)	(146.49)	(176.36)	(137.71)	(32.82)
Investment Mgmt Fees	(41.98)	(39.57)	(39.94)	(70.33)	(55.16)	(11.55)
End of Year Balance	8,613.25	10,137.28	11,049.01	12,127.11	8,954.35	9,515.24

EAU CLAIRE PUBLIC SCHOOLS FOUNDATION

Schedule A

Fund Name: **Chippewa Valley Fore the Kids Golf Scramble**

Is this Fund anonymous? ☐ Yes ☒ No

Date Fund Established (Date of first gift):

Fund Contact: **Danielle Graham, or current Program Chair of event**
Business/Organization, if applicable: **Clear Water Kiwanis**
Address: **P.O. Box 347, Eau Claire, WI 54702**
Phone:
Email:

Purpose of the Fund: **The purpose of the Chippewa Valley Fore the Kids Golf Scramble a fund of the ECPSF is to support the Homeless Children and Youth Fund of ECPSF, other ECASD children and family initiatives, and nonprofits that's mission is for drug-endangered and children-in-need programs that are paramount in allowing children to continue their education, participate in extracurricular activities, and live healthy, safe, and happy lives as they grow up in our community.**

Establishing Gift: ____________________ Corpus, if different: ____________________

Fund Goal / Date: **Not applicable**

Annual Admin Fee: ☐ 1.0% ☐ 1.25% ☐ 1.5% ☐ 2% ☒ **5% of gifts received**

Admin Fee Timing: ☐ Monthly ☒ Other, please list: **as received**

Fund Group:

- ☐ Unrestricted
- ☐ Donor Advised
- ☐ Designated
- ☐ Designated Scholarship
- ☐ Acorn Fund
- ☐ Field of Interest
- ☐ Pass-Through Fund
- ☒ Fiscal Sponsorship Fund

Restrictions:

- ☐ Endowed Fund
- ☐ Quasi-endowed Fund
- ☐ Non-endowed, Pass-Through Fund
- ☒ Non-endowed, Fiscal Sponsorship Fund

Community Portal/Fund Statements:

- ☐ Online access to Community Portal
- ☐ Paper Fund Statements twice a year
- ☒ Not applicable

Investments:

☐ Long Term Pool ☐ SRI Long Term Pool ☐ Intermediate Pool
☐ Short Term Pool ☒ Project Fund (Money Market) ☐ Outside advisor

Spending Policy:

☐ Yes ☐ No ☒ Other: Project Fund

Mission for Fund, if applicable:

Successor/s:

☐ Access to Community Portal ☐ Access to Community Portal upon death
☐ No Successors to Fund ☒ Not Applicable

NOTES:

Chippewa Valley Fore the Kids Golf Scramble a fund of the Eau Claire Public Schools Foundation (formerly known as Border Battle - an extension of Homeless Children & Youth Fund) is a partnership with Eau Claire Clear Water Kiwanis. The Chippewa Valley Fore the Kids Golf Scramble Fund end date is November 30, 2023 at which time 100% of the proceeds from the Fund will be disbursed and the Fund will be closed.

The Chippewa Valley Fore the Kids Golf Scramble, a fund of ECPSF, is established with a zero balance. The Set Up Fee and minimum amount required to establish a new fund is waived.

Thirty percent (30%) of the net proceeds of the Fund will be distributed to the Homeless Children & Youth Endowment Fund of ECPSF. Twenty-One percent (21%) will be distributed to the ECPSF to support other funding needs for children and families in the Eau Claire Area School District as recommended by Eau Claire Clear Water Kiwanis. Recommendations require final approval by the ECPSF Board of Trustees.

The remaining forty-nine percent (49%) will be distributed to Kiwanis District Foundation (KDF), a 501(c)(3) organization, to be used for charitable purposes that directly or indirectly benefit children and families in the Chippewa Valley.

This Agreement, including the Schedule A, supplemented by the Primary, and a completed Secondary Agreement or Agreements together constitute the entire agreement.

I agree to the above information.

______________________________ ______________________________
Danielle Graham, Program Chair **Janet Nelson, President**

______________________________ ______________________________
Date Date

<u>For Office Use:</u>
Fund Division: C – Corporate
Short Name: ______________________ Sort Key: ______________________

EAU CLAIRE PUBLIC SCHOOLS FOUNDATION PRIMARY AGREEMENT DONOR ADVISED AND NON-DONOR ADVISED

The undersigned Donor (whether one or more) and the Eau Claire Public Schools Foundation ("ECPSF") make the following agreement setting forth the Donor's desire to make a gift and how ECPSF will treat it. Upon execution of this Agreement or soon thereafter, the Donor will give to ECPSF 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 ECPSF and, **upon meeting minimum funding requirements, to maintain the Fund as one of the following**:

___ Acorn Fund - an initial gift of no less than $500; anticipated gifts, adjusted by appreciation and depreciation, to total $10,000 within sixty (60) months. This agreement will be completed in its entirety once the fund balance of $10,000 is reached and will require Board of Trustee approval.

___ Donor Advised Fund – an 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.

___ Non Donor Advised Designated Scholarship Fund,– initial gift of no less than $1,000; anticipated gifts, adjusted by appreciation and depreciation, to total $15,000 within sixty (60) months. The Fund may begin granting in the calendar year after the total minimum funding level is reached.

X Non-endowed, pass-through fund or fiscal sponsorship fund which may be expended. The ECPSF holds the gift as a Fund established by the Donor to be used for charitable purposes.

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

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

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

X non-endowed, pass-through fund

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

___ quasi-endowed fund, which may, with the approval of ECPSF's governing body, grant from principal following ECPSF'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 ECPSF unless a successor has been named or if the fund is designated or has a field of interest.

_X_ Not Applicable

On Donor's death, the Fund shall:

___ Continue as a Donor Advised Fund.
___ Continue as a Non-Donor Advised Field of Interest Fund.
___ Continue as a Non-Donor Advised, Designated Fund.
___ Continue as a Non-Donor Advised, Designated Scholarship Fund.
___ Continue as an Unrestricted Fund.
___ Continue as a Non-Endowed, Pass-Through Fund.
_X_ Not Applicable.

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 ECPSF Endowed Fund for the Future 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 ECPSF's governing body and agrees the Fund shall be the sole property of ECPSF, subject to ECPSF's authority to vary the terms of the gift. This authority, ECPSF's "variance power," is set forth in Eau Claire Community Foundations' governing documents and IRS regulations governing community foundations. If the Fund is accepted, a copy of this Agreement, signed by ECPSF's Board Chair, will be provided to the Donor. This Agreement, including the Schedule A, is anticipated to be supplemented by a completed Secondary Agreement or Agreements, which together constitute the entire agreement of the Parties. If the Schedule A includes an Addendum to the Agreement it is binding as set forth within this Agreement.

Dated this ___ day of _______, 20__.

______________________________	______________________________
Danielle Graham, Program Chair	**Janet Nelson, President**
______________________________	______________________________
Todd Johnson, Executive Director	Date

Accepted as of ______________, 20____ ______________________________

Chair, Board of Trustees

Approved by Board of Trustees: ____________, 20__

Eau Claire Public Schools Foundation
Fiscal Sponsorship Fund Agreement
Whether on initial funding or once minimum requirement has been met.

The Fund shall be known and identified as the:

Fore the Kids Golf Scramble

Subject to the terms of this agreement, the distributions from the Fund shall be made for charitable purposes to the following designated beneficiary or beneficiaries:

This Agreement is made by and between, the Eau Claire Public Schools Foundation (the "ECPSF"), and **Eau Claire Clear Water Kiwanis**, (the "Project").

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

The purpose of the Chippewa Valley Fore the Kids Golf Scramble a fund of the ECPSF is to support the Homeless Children and Youth Fund of ECPSF, other ECASD children and family initiatives, and nonprofits that's mission is for drug-endangered and children-in-need programs that are paramount in allowing children to continue their education, participate in extracurricular activities, and live healthy, safe, and happy lives as they grow up in our community.

_____ The Project is a tax exempt entity and shall provide ECPSF with its governing document and a completed and filed IRS Form SS-4 or other documentation satisfactory to ECPSF showing the Project's separate existence as an organization.

ECPSF 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 to support the Eau Claire Area School District.

Nothing in this Agreement shall constitute the naming of the Project as an agent or legal representative of the Foundation for any purpose except as specifically set forth herein. This Agreement shall not be deemed to create any relationship of agency, partnership, or joint venture between the parties, and the Project shall make no such representation to anyone.

Terms and conditions of Fiscal Sponsorship Fund Agreement:

1. Fees for negotiated services. The administrative and management service fee will be a monthly fee deducted each month after the Fund is established.

Set Up Fee:	**None**
Estimated Number of Gifts:	**75 (47 in 2022, 44 in 2021, 43 in 2019)**
Administrative Management Fee:	**Administered when gift received**

a. If the Fund does not reach the minimum goal of $10,000 for a pass-through sponsorship fund by the project end date, $2,500 will be forfeited and retained in the ECPSF's Operations Fund. After the project end date, the Project has 60 (Sixty) days to close the fund or an additional $2,500 will be forfeited and retained in ECPSF's Operations Fund before the final distribution.

b. The Project end date: **November 30, 2023**

c. Projected goal of the Project is: **$20,000**

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

e. ECPSF 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.

f. If the Project requests services beyond those defined under the Responsibilities of the Agreement, ECPSF will charge $40 an hour. Such services may include website maintenance, graphic design, customized financial reports, grant application review, or similar types of requested service. Any such services will be offered at the discretion of ECPSF and are not guaranteed to be available on demand.

g. ECPSF reserves the right to renegotiate the administration fee.

Services:

1. **Receipt of Funds.** ECPSF agrees to receive grants, contributions, and gifts (which also includes gifts of stock) to be used for the Project and make those funds available to the Project.

2. **Acknowledgment of charitable donations.** ECPSF agrees that all grants, charitable contributions and gifts which it receives for the Project will be reported as contributions to ECPSF 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. (ECPSF will automatically send acknowledgement letters for donations of $100 or more.) The Project must follow the privacy wishes of the Donors. ECPSF agrees to notify the Project of any change in its tax-exempt status.

3. **Pledges.** If there is any fundraising activity that includes pledges, the activity must be reviewed by ECPSF before being implemented. The minimum amount for donations pledged is $1,000 annually. Reminders are mailed either in June, November or at the discretion of the Project. Depending on the Pledge campaign, there may be an additional fee(s) for services.

4. **Use of funds.** ECPSF authorizes the Project to make expenditures, which do not exceed the total contributions to the Project on its behalf to use in the Project. It is agreed that the Project will use any and all funds received from ECPSF solely for legitimate expenses for the Project and to account fully for the disbursement of these funds.

   On behalf of and with its funds, ECPSF will pay the Projects expenses according to the terms and conditions of any grants or donations received, or for the purposes identified for other charitable gifts. If this service is required, there will be additional fee negotiated.

a. ECPSF will provide an expense form if it's responsible for paying expenses for the Project. Each expense form is to be completed by the Project and approved by the Project treasurer and ECPSF Board of Trustees, Treasurer prior to payment. The ECPSF Treasurer will continue to approve expenses, prior to payment, until completion of the Project. All approvals by the ECPSF Treasurer are reported to the ECPSF Board of Trustees.

b. Submissions of expense forms, with attached invoices, must be within 30 days of receipt by the Project. ECPSF pays invoices on a bi-monthly basis.

c. For receipts requiring reimbursement, purchaser must coordinate the use of the Tax Exemption number of ECPSF. Receipts must be attached to a completed expense form authorizing payment of each invoice. ECPSF will not reimburse sales tax.

d. If a submitted request for funds exceeds the amount available for distribution, ECPSF shall promptly provide written notification to the Project. If the Project is an unincorporated group and ECPSF is responsible for paying expenses, ALL PROJECT WORK MUST IMMEDIATELY STOP upon notification until funds are available. (See page 1.)

e. The Project shall not use any portion of the funds to participate or intervene in any political campaign on behalf of or in opposition to any candidate for public office, to induce or encourage violations of law or public policy, to cause any private inurement or improper private benefit to occur, nor to take any other action inconsistent with IRC Section 501(c)(3).

5. **Financial accounting and reporting.** ECPSF 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 ECPSF.

6. **Administration of assets.** ECPSF 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, ECPSF reserves the right to notify the Project in advance of the change in this policy. The Project will reimburse ECPSF for its out-of-pocket costs for services such as 990 preparation and annual audit for the Project, if any.

7. **Annual filings for nonprofits.** The annual filings for Wisconsin nonprofits, which include the Annual Return Form 990 for the Internal Revenue Service; Wisconsin Department of Financial Institutions Charitable Organization Registration Renewal; the Wisconsin Business or Nonstock Corporation or Limited Liability Company Annual Report (One of: Form 1943, Form 308, or Form 1952); or any other compliance forms required for the Project to be compliant as a nonprofit is the responsibility of the Project.

8. **Holding of funds.** Funds will be placed in a separate account held with no risk of loss in principal value. Accumulated interest or dividends will be transferred to ECPSF's Operating Fund.

9. **Fundraising.** The Project may solicit gifts, contributions, and grants on behalf of ECPSF which are earmarked for the activities of the Project. The Project's choice of funding sources may include applying for grants and fundraising events.

a. If ECPSF's tax exempt status is required when applying for a grant, ECPSF'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 ECPSF. The cost of any report or other compliance measures, including ECPSF staff time needed to assist with reporting, or any other requirements by such funding sources, shall be the expense of the Project. ECPSF shall receive copies of all progress and final report submissions. 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 ECPSF's Executive Director. Additional fees paid to ECPSF may be required depending on the scope and/or type of grants received.

b. Fundraising that is conducted by an individual, a group of people, or another organization will not involve or mention ECPSF or the Fund in their effort. Generally, the person or group which plans and executes the fundraising activity makes a one "lump sum donation" of the proceeds to the Fund and will be considered a non-gift to the Fund. **Neither the ECPSF nor the name of the Fund may be used in connection with the event or activity.** Unless the event is sponsored by another federally tax exempt nonprofit organization which accepts and acknowledges the contributions, individual donations are ***not*** tax deductible to the donor and acknowledgements will not be sent by ECPSF.

c. **If an exception is made to the above statement, a 90-day written notification must be submitted to the ECPSF board.** If an exception is made to the above statement, the Project will follow ECPSF's policies and procedures for Independent Event-Focused Fundraising and Public Fundraising. There will be an additional fee for service depending on the event. Any information presented for publication shall be approved in advance by ECPSF.

d. The Project will include ECPSF's logo on all printed materials for public distribution, unless otherwise indicated by ECPSF. All material that makes mention of ECPSF, or a Fund within the ECPSF, must be approved in advance by Foundation staff.

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

f. ECPSF shall be responsible for the processing and acknowledgment of all monies received for the Project, which shall be reported as income of ECPSF for both tax purposes and ECPSF's financial statements.

g. ECPSF is not responsible for the Project's goal.

h. Publicity of the Fund shall be referenced as **Chippewa Valley Fore the Kids Golf Scramble a fund of the Eau Claire Public Schools Foundation or (ECPSF)**."

10. **Protection of Tax Exempt Status.** The Project agrees not to use funds received from ECPSF in any way which would jeopardize the tax exempt status of ECPSF. The Project agrees to comply with any written request by ECPSF that it cease activities that might jeopardize ECPSF's tax status, and further agrees that ECPSF'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 grant funds are spent must be approved in writing by ECPSF before implementation. ECPSF retains the right, if the Project breaches the Agreement, to withhold, withdraw, or require immediate return of grant funds.

11. **Hold Harmless.** The Project hereby agrees to release, protect, defend, hold harmless, and indemnify ECPSF from and against all disputes, claims, demands, lawsuits, and classes of action, including but not limited to attorneys' 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 ECPSF, its officers, directors, trustees, employees, representatives, and agents ("ECPSF Group") against any and all disputes, claims, demands, lawsuits and clauses of action, liabilities, losses, and expenses (including reasonable attorneys' fees) directly, indirectly, wholly or partially arising from or in connection with the Project and 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, except for the fault or negligence of ECPSF Group. Further, the Project agrees to carry adequate workers' compensation, liability, and other insurance to the extent necessary to protect itself and ECPSF Group against such claims. Said policies shall be primary in all respects and shall waive subrogation against ECPSF Group.

12. **Governance.** As Fiscal Sponsor, ECPSF is legally responsible for all activities of the group or project (management, administration and disbursement of funds).

13. **Renewal.** If ECPSF and Project desire to do so, this Agreement may be renewed five years from the date of this Agreement and annually thereafter.

14. **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 ECPSF'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 ECPSF, together with any other assets held or liabilities incurred by ECPSF 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 ECPSF may allocate the Project's assets and liabilities in any manner consistent with applicable tax and charitable trust laws and other obligations.

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

    a. The proceeds in the Fund will be segregated for bookkeeping purposes by ECPSF.

    b. The Fund will participate in the costs and expenses of ECPSF as described on the attached Schedule 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 ECPSF's governing documents now in effect or as they may be amended from time to time.

16. **Corporate Resolution**. A Corporate Resolution is required if another Agency/Organization is involved in the Project. ECPSF requires a copy of a board resolution certified by the Project's secretary or treasurer that indicates acceptance of this agreement by the board or governing body of the Project.

17. **Acceptance.** The Fund created to support this Project is a fund of the ECPSF and its assets are assets of ECPSF. If the Fund is accepted, a copy of this Agreement, signed by ECPSF's Board Chair, will be provided to the Project. This Agreement is supplemented by the Schedule A 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 ECPSF's governing body and agrees the Fund shall be the sole property of ECPSF, subject to ECPSF's authority to vary the terms of the gift. This authority, the ECPSF's "variance power," is set forth in the ECPSF's governing documents and IRS regulations governing community foundations.

18. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin applicable to agreements made and to be performed entirely within such State.

19. This Agreement shall supersede any prior oral or written understandings or communications between the parties and constitutes the entire agreement of the parties with respect to the subject matter hereof. This Agreement may not be amended or modified, except in writing signed by both parties hereto.

Dated this _____ day of _____________, 20___.

______________________________	______________________________
Danielle Graham, Project Chair	**Janet Nelson, President**

____
Executive Director, ECPSF

Date: ______________________________

Revised 12.20.2018

CORPORATE RESOLUTION

BE IT RESOLVED, that the Board of Directors of; **Eau Claire Clear Water Kiwanis Club** have dated this **_______**day of **___________________**, 20**_______,** voted the acceptance of the Eau Claire Public Schools Foundation Fund Agreement; **Chippewa Valley Fore the Kids Golf Scramble** to provide funds for the purpose of **supporting the Homeless Children and Youth Fund of ECPSF, other ECASD children and family initiatives, and nonprofits that's mission is for drug-endangered and children-in-need programs that are paramount in allowing children to continue their education, participate in extracurricular activities, and live healthy, safe, and happy lives as they grow up in our community** as determined by the governing board of the **Eau Claire Clear Water Kiwanis Club.**

SECRETARY'S CERTIFICATION

I,____, Secretary of **Eau Claire Clear Water Kiwanis Club**, hereby certify that the foregoing is a true and complete copy of a resolution duly adopted by the Board of Directors of said Corporation at a meeting duly held on the _____day of ________________, 20_____, at which a quorum was present and voting throughout, and that same has not been repealed or amended, and remains in full force and effect, and does not conflict with the by-laws of said Corporation.

Secretary's Signature: ____

Date: ____