



**Gift Acceptance Policies  
of  
Sherwood Forest Camp, Inc.  
(Hereinafter sometimes referred to as “Sherwood Forest,” or “SF)**

**Approved May 19, 2009**

**Revised November 16, 2021**

# **1. General Information**

## **A. About Sherwood Forest Camp, Inc., Sherwood Forest Foundation, and the Purpose of These Policies**

Sherwood Forest Camp, Inc. (SF) is a tax exempt non-profit corporation organized under section 501(c)3 of the Internal Revenue Code (EIN# 43-0653401) and registered in good standing with the Secretary of State of the State of Missouri. Sherwood Forest encourages the solicitation and acceptance of gifts for purposes that will assist it in accomplishing its charitable mission. The following guidelines govern acceptance of gifts made to SF for the benefit of any of its activities, funds or programs. These policies are intended to assist the Board of Directors, Sherwood Forest's staff and committees as to gift acceptance decisions. These policies can also be used by a donor and/or professional advisor in making charitable gift decisions.

Sherwood Forest Camp, Inc. has established Sherwood Forest Foundation (the "Foundation") (EIN 83-1345680) as a tax-exempt nonprofit corporation under Sections 501(c)3 and 509(a)3 of the Internal Revenue Code. The Foundation is registered in good standing with the Secretary of State of the State of Missouri. The purpose of the Foundation is to support Sherwood Forest Camp, Inc.'s fundraising and financing activities related to capital campaigns and capital improvements.

Contributions made to Sherwood Forest Camp, Inc., whether as an outright gift, or payment on a prior pledge commitment, that are restricted by the Donor to purposes that are conducted and/or financed by the Foundation shall be transferred to the Foundation.

The Foundation is governed by a Board of Directors that is separate from, but controlled by, the Board of Directors of Sherwood Forest Camp, Inc. The Foundation Board has adopted a Gift Acceptance Policy that states that all restrictions on gifts given to Sherwood Forest Camp, Inc. and transferred to the Foundation shall be honored by the Foundation. A list of members of the Foundation's Board of Directors and the Foundation's Gift Acceptance Policy are available on the Sherwood Forest Camp website.

## **B. Vision and Mission of Sherwood Forest**

Sherwood Forest's Strategic Plan sets forth the following vision and mission statements, as approved by the Board of Directors on March 16, 2021.

**MISSION:** Sherwood Forest provides dynamic programs and immersive outdoor experiences that inspire and empower youth from under-resourced communities to discover their resilience, prepare for their future, and embrace their civic responsibility.

**VISION:** Envisioning a community where all youth discover and achieve their fullest potential.

**OUR PROMISE:** To help children discover the best in themselves so they can grow up to do good in the world.

## **C. Use of Legal Counsel**

SF shall seek the advice of legal counsel in matters relating to acceptance of gifts when appropriate. Review by either inside or outside counsel is recommended for:

- Closely held stock transfers that are subject to restrictions or buy-sell agreements.

- Documents naming SF as Trustee.
- Gifts involving contracts, such as bargain sales or other documents requiring or potentially requiring SF to assume an obligation.
- Transactions with potential conflicts of interest that may invoke IRS sanctions.
- Other instances in which use of counsel is deemed appropriate by the Gift Acceptance Committee.

Outside counsel shall be consulted where appropriate, such as:

- Transactions that may involve risk to SF, its staff or Board of Directors.
- Transactions where there may be a lack of objectivity.
- Transactions where there may be a conflict of interest.
- Transactions where the staff or Board of Directors feels it is necessary or advisable.

#### **D. Conflict of Interest**

SF will urge all prospective donors to seek the assistance of personal legal and financial advisors in matters relating to their gifts and the resulting tax and estate planning consequences. SF conflict of interest policies, which can be found in the Board of Directors Manual, apply to gift transactions.

#### **E. Role of the Gift Acceptance Committee, Executive Committee, Board of Directors, Executive Director and Staff**

The Board of Directors is responsible for policy-making and oversight of SF's operations. These Gift Acceptance and Endowment Policies have been properly approved by the Board. Recommendations for changes to these policies by the Gift Acceptance Committee must be approved by Board action.

The Board of Directors shall appoint the Gift Acceptance Committee. In the absence of Board action to create a Gift Acceptance Committee, the Executive Committee shall serve as the Gift Acceptance Committee.

The Board of Directors has given specific authority to the Executive Committee to act on behalf of the Board regarding matters related to gift acceptance and endowment. In regard to gift acceptance matters, the Executive Committee has responsibility to act where full board action is not possible or feasible.

The Gift Acceptance Committee shall review gift acceptance and endowment issues as referred by the staff or Board members. Decisions not covered in this policy related to gift acceptance must be approved by the Board.

If a proposed gift involves matters that affect SF's nonprofit status, changes the program, or potentially challenges its legal status, SF has the right to refuse the gift.

The Executive Director has the authority to accept gifts. The Executive Director and staff, acting within the stated parameters as determined by the Board, shall finalize all terms, restrictions and conditions of a gift and give expeditious and thorough review of each proposed gift. The Executive Director and staff will accept gifts in accordance with these policies. Any proposed gift that is not covered by these policies or upon which these policies appear to have unclear guidance and direction, should be brought to the

attention of the Gift Acceptance Committee and the Board as deemed necessary. These policies shall be reviewed and updated as necessary.

#### **F. Gift Purpose**

The purpose of all gifts received by SF must be consistent with SF's mission. Additionally, the gift purpose must be consistent with SF's qualification as a public charity under Internal Revenue Code Section 501(c) 3. In order to protect the intent of the donors and SF, the purpose of each gift, along with restrictions and operating procedures, will be enumerated in the signed fund agreement or letter of transmittal in the absence of a fund agreement.

#### **G. Restrictions on Gifts**

SF will accept unrestricted gifts and gifts for specific programs, funds and purposes, provided that such gifts are consistent with its stated mission, purposes and priorities. SF may not accept gifts that are too restrictive in purpose. The Gift Acceptance Committee shall make recommendations concerning the restrictive nature of a gift, and its acceptance or refusal, to the SF Board of Directors, who shall make the final decision.

#### **H. Undesignated Bequest Gifts**

Any bequest gifts that are made which carry no designation as to fund or use shall be allocated to the Sherwood Forest Endowment Fund.

#### **I. Right of Refusal**

SF reserves the right to refuse any gift. Examples of instances in which SF would be required to refuse a gift include:

- The cost of managing and/or preserving the gift exceed any potential benefit provided by the gift, or
- The gift or the gift's purpose is in irreconcilable conflict with SF's tax exempt status, or
- The gift or its purpose is contrary to a local, state or federal regulation or statute, or
- The gift is inconsistent with or detrimental to the SF's purpose, vision, mission or desired image.

#### **J. Variance Power**

The Board of Directors reserves the right to modify any restriction or condition on the distribution of funds, if in its judgment, such restriction or condition becomes unnecessary, incapable of fulfillment, or inconsistent with the charitable needs of Sherwood Forest;

#### **K. Donor Bill of Rights**

Philanthropy is based on voluntary action for the common good. It is a tradition of giving and sharing that is primary to the quality of life. To assure that philanthropy merits the respect and trust of the general public, and that donors and prospective donors can have full confidence in the not-for-profit organizations and causes they are asked to support, we strive to assure that all donors have these rights:

- I. To have information on Sherwood Forest's mission, the way it intends to use donated resources, and its capacity to use donations effectively for their intended purposes.
- II. To have information on the identity of those serving on SF's Board of Directors, and to have confidence that the Board will exercise prudent judgment in its stewardship responsibilities.
- III. To have access to SF's most recent financial statements.
- IV. To feel confident that their gifts will be used for the purposes for which they were given.
- V. To feel confident that an appropriate acknowledgement and recognition will be made.
- VI. To feel confident that information about their donations is handled with respect and with confidentiality to the extent provided by law.
- VII. To believe that all relationships with individuals representing SF to the donor will be professional in nature.
- VIII. To have information about whether those seeking donations are volunteers, employees of SF, or hired solicitors.
- IX. To consider the option of having their names deleted from mailing lists that SF may intend to share.
- X. To feel free to ask questions when making a donation and to feel comfortable that the answers will be prompt, truthful and forthright.

## **L. Donor Privacy Policy**

Sherwood Forest is committed to respecting the privacy of donors. This Donor Privacy Policy is to inform donors of the types of information we collect, and how information is used.

Below are the types of donor information we collect and maintain:

- Contact Information, including: name, affiliation, complete address, phone numbers, email address, etc.
- Giving information and donor history, including: gift dates, amounts, type of gift, and method of gift, etc.
- Information on events attended, communications received and special requests for program or giving information, etc.
- Information provided by the donor in the form of comments and suggestions

Sherwood Forest uses donors' information to understand their interests in its mission and to update them on the organization's plans and activities. All information is stored in a secure database and is only accessible by authorized staff, consultants or volunteers. All consultants and volunteers will be required to sign a confidentiality agreement. Payment information is stored and transmitted using software that meets Payment Card Industry (PCI) standards for information security. Information is only shared with authorized staff, Board members, volunteers, and consultants only on a need-to-know basis at the discretion of the Executive Director.

Donors names and contact information will not be shared by Sherwood Forest with any third party unless permission has been granted or required by law. Donors may at any time review any of their stored information by making a request in writing to the Executive Director. Donors may at any time request that Sherwood Forest limit or cease communications with them.

## **2. Types of Gifts**

## **A. General**

The following types of bequests and gifts may be accepted for donation to SF:

- Cash
- Marketable Securities
- Life Insurance Beneficiary Designations
- Retirement Account Beneficiary Designations
- In-kind

For the following types of gifts, an evaluation shall also be made on whether to accept the underlying asset, based upon these policies:

- Remainder Interests in Property
- Bargain Sales (if the asset can be re-sold)
- Charitable Gift Annuities
- Charitable Remainder Trusts
- Charitable Lead Trusts
- Oil, Gas and Mineral Interest
- Life Insurance Policies
- Real Estate
- Tangible Personal Property
- Cryptocurrency

## **B. Cash**

Cash gifts may be made by cash, check, credit card, electronic funds transfer (EFT) or payroll deduction. Checks shall be made out to Sherwood Forest Camp, Inc. Credit card transactions may be made via the organization's secure website. Gifts may be made by EFT from a donor's checking or savings account, or via wire transfer.

## **C. Tangible Personal Property**

All gifts of tangible personal property shall be examined under the following criteria:

- Is the property marketable or useable by SF?
- Are there any restrictions on the use, display, or sale of the property?
- Will SF incur any costs associated with the property?

If, upon initial review of the gift, it appears that potential problems may arise, the Gift Acceptance Committee shall be consulted.

## **D. Securities**

SF can accept publicly traded securities and, under some circumstances, closely held securities.

- Publicly Traded Securities. As a general rule, all marketable securities shall be sold upon receipt unless otherwise directed by the Finance Committee. In some cases, marketable securities may be restricted by applicable security laws; in such instances, a recommendation on the acceptance of the restricted securities shall be made by the Gift Acceptance Committee and approved by the Board of Directors. Gifts of publicly traded securities shall be sold as quickly as possible.
- Closely Held Securities. Closely held securities, which include not only debt and equity positions in non-publicly traded companies, but also interests in limited partnership and limited liability companies, or other ownership forms, can be accepted subject to approval as provided under these policies. Such gifts shall be reviewed under the following criteria:
  - Are restrictions imposed on the security that would prevent SF from ultimately converting the security to cash?
  - Is the security marketable and, if so, how easily?
  - Will the security generate any unfavorable tax consequences for SF?
  - What are the time, administration, management and other costs or responsibilities that will be incurred during the holding period?
  - Does SF have any liability or potential liability associated with the security?

If, upon initial review of the gift, it appears that potential problems may arise, further review and recommendation by an outside professional should be made. Donors should be advised as to SF's policy that every effort will be made to sell non-marketable securities as quickly as possible.

## **E. Real Estate**

Gifts of real estate may include developed property, undeveloped property, or gifts subject to a prior life interest. Prior to acceptance, the Gift Acceptance Committee shall review gifts of this nature, with final approval by the Board of Directors. SF shall require, at the donor's expense, an initial Phase 1 environmental review of the property by a qualified inspection firm to ensure that the property has no environmental issues. If the initial inspection indicates that issues exist, SF shall require an environmental audit, with all expenses paid by the donor.

Title insurance shall be obtained, at the donor's expense, prior to acceptance by SF of the real property gift.

Generally, an agent will be used by SF to liquidate or otherwise dispose of the property.

Criteria for determining acceptance of property shall include:

- Is the property useful for the purposes of SF?
- Is the property marketable?
- Are there any restrictions, reservations, easements or other limitations associated with the property?
- Are there carrying costs, which may include insurance, property taxes, mortgages, or notes, associated with the property?
- What are the relevant disposition costs that are the responsibility of SF?
- Does the environmental audit reflect that the property is free from environmental issues?

## **F. Oil, Gas and Mineral Interest**

Prior to acceptance, the Gift Acceptance Committee shall review gifts of this nature, with final approval by the Board of Directors.

Criteria for determining acceptance of this type of property may include:

- Whether the property involves extended liabilities or other considerations that make receipt inappropriate?
- Whether the interest to be accepted is a working interest? Working interests are rarely accepted and should only be accepted where a plan exists to minimize potential liability and tax consequences.
- Whether an environmental review disclosed any potential environmental issues?
- What are the carrying, administrative and disposition costs?

### **G. Life Insurance Policy**

Sherwood Forest must be named as both the beneficiary and irrevocable owner of an insurance policy before the policy can be recorded as a gift, unless the donor continues to pay premiums. It is the general rule that all insurance policies will be liquidated for cash value as soon as is feasible.

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

- Continue to pay the premiums;
- Convert the policy to paid up insurance; or
- Surrender the policy for its current cash value.

## **3. Tools for Making Gifts**

After an initial review and determination is made as to the underlying gift involved in a transaction which includes a specialized gifting vehicle, the issues specific as to the gifting vehicle should be addressed.

### **A. Remainder Interests in Property**

SF will generally accept a remainder interest in property to the extent an outright gift of the property would have been accepted. However, the risk, administrative, disposition and other costs of having the future interest must also be examined.

The donor or other occupant may generally continue to occupy the real property for the duration of the stated life. At the death of the donor, SF may use the property or reduce it to cash. Where SF receives a gift of a remainder interest, expenses of maintenance, real estate taxes and any indebtedness are to be paid by the donor or primary beneficiary.

### **B. Bargain Sales**

SF will enter into a bargain sale arrangement in instances in which the bargain sale furthers the mission and purposes of SF. All bargain sales must be reviewed and a recommendation made by the Gift Acceptance Committee, with final approval by the Board of Directors.

### **C. Charitable Gift Annuities**

SF may offer charitable gift annuities. The minimum gift accepted to establish a charitable gift annuity is \$10,000. The minimum age for life income beneficiaries of a gift annuity shall be 55. Where a deferred gift annuity is offered, the minimum age for life income beneficiaries shall be 40. No more than two life income beneficiaries will be permitted for any gift annuity. SF will use the current national annuity standards as maximum guidelines. Annuity payments may be made, generally, on a quarterly, semi-annual, or annual schedule.

### **D. Charitable Remainder Trusts / Charitable Lead Trusts**

SF will not accept an appointment as Trustee of a charitable trust, but may be named as a beneficiary of a charitable trust.

## **4. Endowment Funds**

The Sherwood Forest Endowment Fund was created by action of the Board of Directors of Sherwood Forest in January 2016. The purpose of the endowment is to maximize the use of investment assets over time, and provide a predictable contribution to the annual operating budget of the organization. The investment of assets is governed by the Endowment Investment and Distribution Policy as approved in January 2016 and any updates to this policy as approved by the Board of Directors. Earnings derived from the Endowment Fund shall be treated as unrestricted investment income, unless a separate restricted endowment fund is established.

### **A. Unrestricted Endowment Funds**

Unless a particular use or purpose of an endowment gift is specified by a donor, the gift shall be treated as unrestricted. Investment Income (meaning, dividends, interest, and income of any other nature whatsoever, referred to as Investment Income) from unrestricted endowment gifts shall be treated as unrestricted general operating income for the organization.

### **B. Restricted Endowment Funds**

It is intended that reasonable restrictions placed on any endowment gift by a donor will be faithfully followed. Endowment gifts with a restricted purpose may be used to establish a sub-fund within the Endowment Fund. Investment Income generated from restricted sub-funds shall be used according to the designated purpose of the sub-fund.

- Campership Funds: A minimum gift or pledge of \$25,000 is required to establish a Campership Fund, the Investment Income from which shall be used to support children and youth enrolled in Sherwood Forest's programs.
- Building and Maintenance Fund: A minimum gift or pledge of \$25,000 is required to establish a Building and Maintenance Fund, the Investment Income from which shall be used to build, improve or maintain camp facilities.
- Special Interest Funds: A minimum gift or pledge of \$25,000 is required to establish a Special Interest Fund, the Investment Income from which shall be used to support a specific program area

of interest to the donor(s) including, but not limited to, Creative & Performing Arts, Library and Literacy, Supports for Success, etc.

Endowment gifts with the same or similar restricted purpose may be combined into a single sub-fund for that purpose.

In the event that a purpose for which a sub-fund had been established no longer exists, the sub-fund may be closed and the assets transferred to a sub-fund for a reasonably similar purpose, or to the unrestricted Endowment Fund. Every effort will be made to honor the original intent of the donor, and we will attempt to notify them or their heirs of the change.

## **5. Gift Acknowledgement and Donor Recognition**

Sherwood Forest is deeply grateful for the support of its many donors and shall appropriately acknowledge all gifts received. At a minimum, a tax receipt that meets the requirements of the IRS shall be provided no later than January 31 for gifts received in the prior year. In most cases this will be provided within one week of the date the gift is received. Other methods of acknowledging gifts and recognizing donors may include:

- Print form letter
- Hand written note
- Telephone call or email
- Listing on website
- Listing in printed materials (newsletter, annual report, etc.)
- At private or public events
- Signage on or in an appropriate facility
- Others as determined by the Executive Director and approved by the Board of Directors

Requests by a donor to remain anonymous, or to have certain gifts be made anonymously, shall be honored. In these cases, written confirmation of the gift for tax purposes shall be the only acknowledgement of these gifts. The Executive Director and the Board President shall be the only individuals with knowledge of the identity of all donors.

Sherwood Forest reserves the right to wait until at least 50% of a pledge has been paid before making public acknowledgement of a gift.

### **A. Recognition Opportunities Within Capital Projects**

Certain recognition opportunities may present themselves in relation to gifts solicited for an endowment or capital campaign. Recognition opportunities for new facilities require at least 50% of the total construction costs to be committed and secured by the donor. This guideline applies to recognition opportunities for an entire building or facility, and to individual units within a new building or facility. Upon recommendation of the Executive Director, the Board of Directors may make an exception to this policy in extraordinary circumstances.

### **B. Naming Rights for Programs and Activities**

Naming rights for the implementation of newly-developed programs, the continuation of current programs, or a camp-related activity require at least 50% of the total program costs to be committed and secured by

the donor. The term of named programs or activities is intended to be one year. Upon the recommendation of the Executive Director, the Board of Directors may make an exception to these requirements.

### **C. Renaming of Existing Facilities**

Naming rights for facilities are intended to be enduring, but not necessarily permanent. An agreed-upon minimum period of time shall be determined in all gift agreements that include naming rights for facilities. A recommendation to change or alter in any way the name of a facility must come from the Executive Director and be approved by the Board of Directors. When a facility is proposed for renaming, Sherwood Forest will make all reasonable efforts to inform in advance the original donor or their surviving heirs.

Circumstances that may lead to consideration of a name removal or change shall include but not be limited to:

- Significant renovation or addition to a previously named space. The replaced or renovated structure may be renamed in recognition of another donor. Appropriate recognition of earlier donors shall be included in or adjacent to new and renovated facilities, as well as in redeveloped areas.
- Actions by a donor that are no longer in alignment with Sherwood Forest's mission and fundamental values and/or brings discredit to the organization
- Failure of a donor to fulfill agreed upon obligations
- The demolition of a facility or the discontinuation of a program or activity
- The change in name of the donor

### **D. Special Naming and Memorial Opportunities**

From time to time, it may be appropriate to create a naming opportunity for an individual or organization that has not reached the minimum gift requirements outlined in this policy. The Executive Director may make recommendations to the Board of Directors to name facilities, areas of camp, awards, programs, activities, or other items in honor or memory of individuals who have distinguished themselves in their service to Sherwood Forest.

## **5. Miscellaneous Provisions**

### **A. Securing Appraisals and Legal Fees**

It is generally the responsibility of the donor to secure the donor's own appraisal, where required. The donor is also responsible for retention and payment of the donor's own independent legal counsel.

### **B. Other Costs**

In some circumstances, SF may charge costs for certain expenditures against the donation received.

### **C. IRS or Other Filings**

The donor and SF are responsible for their own reporting and administrative filings.

### **D. Changes to the Gift Acceptance and Endowment Policies**

These policies and guidelines have been reviewed and approved by the Gift Acceptance Committee and the Board of Directors. The Board of Directors shall have the right to amend or rescind these Gift Acceptance Policies.

Approved this 16 day of November, 2022.

Effective as of the 16 day of November, 2022.