



Donor Gift Commitment Agreement

Executive Overview

_____ (“the Donor”) pledges a gift of approximately \$_____ to benefit Orange County Public Schools, through the Foundation for Orange County Public Schools (“the Foundation”). The Donor’s gift is intended to support *(brief description)*:
_____.

- Select one: The Donor’s gift is made in perpetuity.
 The Donor’s gift shall be spent down over ____ year(s).

The Foundation shall honor the Donor’s intended purpose and effectively manage the gift as outlined herein. In the event that the Donor’s intended purpose cannot be fulfilled or if funds remain after fulfilling the Donor’s intended purpose, the Foundation will make a good faith effort to work with the Donor or the Donor’s assigns to redirect the funds to another mutually agreeable purpose within Orange County Public Schools.

Donor’s Intended Purpose

The gift shall be used as follows: *(specifically describe the purpose and any requirements)*:

_____.

The Foundation agrees to support and manage the gift in accordance with the Donor’s intended purpose for the benefit of Orange County Public Schools. The Foundation shall provide the Donor with an annual summary of the results of managing the Donor’s gift.

Donor’s Gift Commitment

The Donor’s Gift Commitment shall be in:

- ___ Cash or Cash Equivalent
___ Marketable Securities – Describe: _____
___ Other - Describe: _____

Year 1 Value: \$ _____ Commitment Date: _____

Year 2 Value: \$ _____ Commitment Date: _____

Year 3 Value: \$ _____ Commitment Date: _____

Year 4 Value: \$ _____ Commitment Date: _____

Estate Gift Value \$ _____ Executive/Administrator: _____

Donor’s Gift Investment Guidelines

The Foundation shall oversee and manage the Donor’s gift in a separately named investment account(s) within the Foundation’s investment portfolio. The Foundation maintains an Investment Policy Statement (IPS) to govern the Foundation investments and the Donor agrees that the Donor’s investments shall be governed in accordance with the Foundation’s IPS. A current copy of the Foundation’s IPS has been provided to the Donor for reference. The Foundation utilizes a professional, third-party Investment Management Firm to implement the IPS. The Foundation shall provide the Donor with an annual summary of the performance and activity for the Donor’s Investment Account(s).

Or

The Foundation shall oversee and manage the Donor’s gift in a separately named investment account(s) within the Foundation’s investment portfolio. The Foundation maintains an Investment Policy Statement (IPS) to govern the Foundation investment allocations. A current copy of the Foundation’s IPS has been provided to the Donor. However, the Donor and Foundation agree to separately manage the Donor’s investment account(s) in accordance with the following guidelines:

General Investment Guidelines:

Time Horizon (Perpetual or Time Specific): _____

Risk Tolerance: _____

Expected Program Needs: _____

Expected Annual Draw to Support the Donor’s Intended Purpose: \$ _____ Or _____ %

<u>Investment Asset</u>	<u>Lower Limit</u>	<u>Target Allocation</u>	<u>Upper Limit</u>
1.			
2.			
3.			

- 4.
- 5.

The Foundation shall meet the Donor’s Investment Guidelines and shall actively manage the account(s) in accordance with the Donor’s Investment Guidelines. The Foundation shall utilize a professional third-party Investment Management Firm to implement the Donor’s Investment Guidelines. The Foundation shall provide the Donor with an annual summary of the performance and activity for the Donor’s Investment Account(s).

Fees

In consideration of the Donor’s gift and the Foundation’s administrative costs of managing the intended purpose and the investment account(s), the Foundation shall charge a discounted fee (inclusive of the professional third-party Financial Manager) of 1.5% per year of the account balance under management. The fee shall be applied in quarterly increments.

Funds up to \$249,999: 2.25%

Funds of \$250,000-\$499,999: 2.00%

Funds of \$500,000-\$999,999: 1.75%

Funds of \$1 million and up: 1.50%

These amounts include a discounted 1% fee charged by our financial advisors, NBC Securities.

Agreed to by:

The Foundation for Orange County Public Schools:

(Name/Title)

(Date)

The Donor

(Name/Title)

(Date)