



CCASA Fundraising & Development Policies

Introduction

The purpose of the CCASA Fundraising & Development Policies is to provide guidance to those individuals within CCASA concerned with the planning, promotion, solicitation, receipt, acceptance, management, reporting, use, and disposition of private sector gifts. These Policies also provide guidance to potential donors and partners who are interested in supporting CCASA's work through monetary gifts, in-kind donations, and/or hosting external benefit events or projects.

These policies must be viewed as flexible and realistic in order to accommodate unpredictable situations as well as donor expectations, as long as such situations and expectations are consistent with CCASA's mission and policies. Flexibility must be maintained since some gift situations will be complex, and proper decisions can be made only after careful consideration of all related factors. These policies may, therefore, require that the merits of a particular gift be considered by the appropriate staff and/or committee of the Board along with legal counsel and directors if necessary. CCASA aims to engage in diverse and inclusive fundraising activities and collaborative partnerships that promote the organizational value of anti-oppression, social justice, and social change.

All fundraising activities and gift acceptance policies, and their day-to-day implementation, are designed and managed by the Executive Director in conjunction with the appropriate staff, and are subject to approval by the Board of Directors.

The Board, through the Finance Committee and the Executive Director, is responsible for the Fundraising & Development Policies. This responsibility cannot be delegated or waived. These policies and authorizations should be reviewed by the Finance Committee on an annual basis or as circumstances warrant.

General Gift Acceptance Policy

The Colorado Coalition Against Sexual Assault (CCASA) actively solicits gifts and grants to further the mission of the organization. There is a potential that the acceptance of certain gifts could compromise the ability of the organization to accomplish its goals or could jeopardize its tax-exempt status. Hence, the following gift acceptance policy applies:

1. CCASA reserves the right to decline any financial commitment, gift, or bequest, as well as the right to determine how a gift will be credited and/or recognized.

2. CCASA's Executive Director and Board of Directors have the authority to solicit and/or accept gifts on behalf of CCASA, as well as refuse contributions that do not enhance, promote, and further the mission and long-range financial viability of CCASA.
3. Unrestricted, outright gifts of cash/check do not require approval.
4. CCASA's responsibility is to productively pursue gifts that will further the organization's mission, goals, and objectives. The primary consideration in the pursuit of gifts is how they can benefit the organization in the most ethical and unencumbered manner. To that end, the following caveats must be considered:
 - a. **Core Values.** Is the gift one that is consistent with the organization's core values?
 - b. **Compatibility of Cause.** Will the gift unnecessarily challenge the organization's ability to further its mission, goals, or objectives?
 - c. **Public Relations.** Does the acceptance of the gift present the organization in an unfavorable light? Does it appear that there may exist a conflict of interest between the donor and the organization?
 - d. **Motivation.** Is there clear charitable intent and a commitment to the organization?
 - e. **Consistency.** Will the acceptance of the gift be compatible and in agreement with other fundraising activities or gifts of the organization?
 - f. **Credibility.** Are the circumstances surrounding the donor and the gift verifiable?
 - g. **Organizational Stability.** If controversy develops, will it be significant enough to weaken the structure of the organization?
 - h. **Form of Gift.** Will the nature of the in-kind contribution create problems, such as in advertising or sponsorship?
 - i. **Source of Gift.** Who is the donor? Is the gift from an individual or a corporation? Does the donor represent a perceived conflict of interest, or might the donor's objectives not fit with the mission of the organization?
 - j. **Potential for Member Competition.** Does the gift create potential competition with a CCASA member agency? Can any conflict be effectively resolved?
5. The most desirable gifts are those with the least restrictions, as unrestricted funds allow the organization to address its most pressing needs. Unless the Board grants a specific exception, CCASA will not accept any gifts that:
 - a. contain a condition that requires any action on the part of the organization that is unacceptable to the Board and Executive Director.
 - b. contain a condition that the proceeds will be spent by the organization for the personal benefit of a named individual or individuals.
 - c. require the organization to employ a specified person now or at a future date.
 - d. inhibit the organization from seeking gifts from other donors.
 - e. expose the organization to adverse publicity, litigation, or other liabilities.
 - f. require undue expenditures, or involve the organization in unexpected responsibilities because of their source, conditions, or purpose.

- g. involve unlawful discrimination based upon race, religion, gender, sexual orientation, age, national origin, color, disability, or any other basis prohibited by federal, state, and local laws.
- 6. Associated expenses of a gift made to CCASA are to be borne by the donor.
- 7. Prospective donors shall be strongly encouraged in all cases to consult with their own independent legal and/or tax advisors about proposed gifts, including tax and estate planning implications of the gifts. No representative of CCASA shall provide legal or tax advice to any donor or prospective donor.

Confidentiality

Donor names are publicized in CCASA's annual report unless anonymity is requested by the donor. Information about donors and prospective donors related to the names of their beneficiaries, the nature and amounts of their gifts, and the sizes of their estates will be kept confidential by CCASA and its representatives, unless the donor grants permission to release such information. All requests by donors for anonymity will be honored, except to the extent that CCASA is required by law to disclose the identity of donors.

Sponsorship Policy

CCASA actively solicits and encourages the business community, service clubs, and other organizations to become sponsors of CCASA events, programs, and services. CCASA enters into sponsorship agreements with sponsors it deems appropriate. Sponsorship agreements may vary by sponsor.

A sponsorship is defined as a mutually beneficial exchange arranged in advance whereby CCASA obtains support for a specified activity and the sponsor receives value in return for cash and/or products and services-in-kind to CCASA.

CCASA's Executive Director and Board of Directors have the right to refuse an offer of sponsorship that is deemed inappropriate or incompatible with the mission, goals, or best interests of CCASA.

Conditions of Sponsorship

CCASA undertakes to ensure that all partners understand that the sponsorship agreement will have no impact on the policies or practices, such as materials selection or purchases, of CCASA. A sponsorship does not automatically imply any exclusive arrangement with the organization.

Use of CCASA's name or logo is strictly controlled. Any use of CCASA's name or logo by community or business partners requires prior approval in writing.

A partnership agreement will define the terms of the sponsorship (e.g., project details, timing, limitations, invoicing, and formal recognition of the sponsorship) and any recognition to be provided to the sponsor. The sponsorship agreement will have a set time period and all obligations on the part of CCASA and the sponsor will end upon the termination of the agreement, unless otherwise specified in the agreement. Any sponsorship arrangement involving CCASA should also:

- Be unambiguous and clearly understood by all parties.
- Avoid any real or perceived conflict of interest.
- Avoid real or implied endorsement of a commercial product.
- Avoid partnerships with inappropriate individuals and organizations.
- Receive appropriate approval (see above).
- Be fully accountable to CCASA's Board of Directors.

Certain partnership agreements may entitle a sponsor to exclusivity. In all other cases a sponsor may not limit CCASA's ability to enter into other sponsorships.

Sponsor Recognition

Sponsors will be provided with a level of recognition commensurate with their contribution. Recognition shall be in conjunction with, but not limited to, the programs or services that are supported by the sponsor.

Charitable Tax Receipts

Charitable receipts may not be issued for sponsorships where the sponsor receives a benefit such as advertising or promotion in return for the donation. However, CCASA will issue an appropriate receipt to its business partners for tax purposes.

General Guidelines

In order to ensure editorial integrity, CCASA has established the following principles to guide the acceptance and display of sponsorship advertising in association with its content:

- All sponsorship or advertising shall comply with applicable federal, state, and local laws and regulations.
- CCASA shall have sole discretion for determining sponsors and the display of sponsor advertising. All sponsored programs will be recognized as such.
- Acceptance of sponsorship advertising shall in no way indicate CCASA's endorsement of the sponsor's products and/or services.
- Sponsors shall not dictate the form or substance of any content appearing on a sponsored program for CCASA.
- CCASA shall be directly responsible for communicating and ensuring compliance of its sponsorship advertising policy to all of its participants.
- The CCASA sponsorship policy will be available on CCASA's website.

External Event/Project Fundraising Policy

CCASA welcomes, encourages, and appreciates sponsored fundraising events/projects that benefit our programs and services. Any fundraiser considered must meet all applicable local, state, and federal laws and regulations. Priority for approval will be provided to events/projects focused on reaching diverse

communities and it is expected that marketing plans will reflect inclusiveness values. The following guidelines shall be adhered to when considering such events:

1. Special fundraising events/projects shall be evaluated by the Executive Director using the following criteria: profitability, demands on staff time, history of past experience and success, strength of support from the organizing group/volunteers, public relations exposure, costs/budget, and potential conflicts of interest.
2. The Executive Director must approve the use or inference of CCASA's name, services, or logo.
3. All promotional materials for special fundraising events/projects must be preapproved by the Executive Director or their designee. Promotional materials include media releases, fliers, invitations, posters, point-of-purchase stands, tickets, etc.
4. The solicitation of corporate, foundation, individual, or association sponsors for a fundraising event/project must be preapproved by the Executive Director. This will avoid duplications and existing agency exclusives.
5. CCASA reserves the right to disassociate itself from any event or project not in compliance with its policies, procedures, or guidelines.
6. Special fundraising events/projects not originated by CCASA's Board of Directors must be brought to the attention of and reviewed by the Executive Director. If the Executive Director deems a fundraiser to be in keeping with the mission and goals of CCASA, a recommendation will be made to the Board concerning the proposed external event/project. The decision to approve must be made by the Board of Directors.
7. If it is determined by the Board of Directors that an external event/project does not meet CCASA's criteria or is not in alignment with these policies after the partnership has been initiated, CCASA will provide written notification of the termination of the relationship no less than thirty (30) days before the event/project date. Any investment of resources, financial or otherwise, by CCASA or the external organizers will not be refunded and all obligations by either party, financial or otherwise, are terminated effective on the date of written notification.

External Event/Project Fundraising Agreement

The Colorado Coalition Against Sexual Assault (CCASA) appreciates your interest in organizing a fundraising event/project to help us continue to be a statewide voice promoting safety, justice, and healing for survivors while working toward the elimination of sexual violence. We are honored to be considered as a beneficiary for your fundraising event or project!

In order to protect CCASA's name, image, and reputation, we require that any individual or agency acting as a sponsor or organizer of an external fundraising event/project agree to comply with the terms and conditions outlined in this agreement. Please complete and submit this proposal form at least six (6) months prior to the proposed event or project and indicate your acceptance of the terms and conditions herein by returning a signed copy to us. Note: CCASA maintains the right to refuse a proposal for a major

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| What, if any, participation or resources are requested of CCASA? |
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| Do you plan to publicize this event? (please circle) YES NO |
| If yes, Please describe your promotional plan: |
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| Budget Information |
| Will admission be charged? (please circle) YES NO |
| If yes, please indicate the cost of admission: |
| If yes, please explain your ticket sales plan: |
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| What percent or amount of the admissions revenue will CCASA receive? |
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| Will the event or project generate other types of revenue and, if so, what percentage will CCASA receive? |
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| Anticipated Total Revenues: \$ |
| Anticipated Total Expenses: \$ |
| Anticipated Total Donation to CCASA: \$ |

Terms and Conditions

- Sponsor agrees to adhere to all components of CCASA’s External Event/Project Fundraising Policy as attached.
- Sponsor agrees to provide CCASA with all of the proceeds due from the event/project, along with a written accounting of event/project revenues and expenses (and supporting documentation for any expenses in excess of \$500), in a form acceptable to CCASA, within thirty (30) days after the event or conclusion of the project. CCASA reserves the right to audit the event/project revenues and expenses if necessary.

- If this proposal is approved by CCASA, Sponsor will be granted a non-exclusive license to use the CCASA logo and name in connection with the event/project in accordance with CCASA's External Event/Project Fundraising Policy. Sponsor agrees that the CCASA logo will not be altered in any way.
- The term of the license granted hereunder shall be from the date CCASA approves Sponsor's proposal until the conclusion of the event/project. CCASA reserves the right to terminate the license at any time and for any reason as decided by its Board of Directors.
- All promotional materials must be preapproved by the Executive Director or his/her designee. Promotional materials include website, social media, video promotions, media releases, fliers, invitations, posters, point-of-purchase stands, tickets, etc. CCASA's representative will respond within five (5) business days of receiving the materials.
- Sponsor understands they are not to be considered a spokesperson for CCASA and will direct all media requests and questions regarding CCASA to our Executive Director at 303-839-9999.
- CCASA will not underwrite expenses for external fundraising events/projects.
- Sponsor represents to CCASA that:
 - o it will comply with all applicable laws during the planning, promotion and conduct of the events/project;
 - o all necessary insurance, licenses and permits will be obtained and will be in force through the conclusion of the event/project;
 - o the event/project will result in no cost or expense to CCASA whatsoever, unless expressly agreed in writing to the contrary; and
 - o it will indemnify and hold CCASA harmless from any and all claims of any kind or nature whatsoever arising out of, or in any way related to, the event/project.

CCASA is able to provide the following for external events/project:

1. A media list to organizers to send press release information.
2. A representative of CCASA to attend the event/project if applicable. *Note: due to our limited size and capacity, we cannot guarantee this but we will make our best effort to do so.*
3. Brochures and other CCASA promotional materials as available.
4. Electronic file of CCASA's logo for placement on promotional material.
5. Announcement on CCASA website and social media and through emails to CCASA's membership and constituents.

CCASA is NOT able to:

1. Fund or supplement expenses for external fundraising events/projects.
2. Provide separate, special mailings at the expense of CCASA.
3. Provide staff time to coordinate or manage events/project or serve on external committees.

Note: This External Special Event Proposal and License Agreement will not become effective unless and until it is approved by CCASA, as evidenced by the signature of an authorized CCASA representative below.

