

## Contract for Head Coach Services

In general my role will be to help your organization:

1. Develop a planned giving case statement and a marketing plan to educate your donors regarding planned giving opportunities and the organization's need for planned gifts;
2. Provide prompt, accurate and confidential follow-up to those seeking information on specific planned giving vehicles, with all correspondence stating that I am writing on behalf of your organization;
3. Offer assistance in your name to prospects and their advisors in completing planned gifts.

Follow-up with individual prospects usually consists of an initial phone call from me to determine their understanding of planned giving. If the person called seems interested in exploring the matter further, I will develop as required a planned gift analysis that describes the tax and income consequences of planned gifts in detail. I will provide you with a copy of the any correspondence sent by me to your prospects and/or their advisers, and a record summarizing phone conversations not summarized in correspondence to prospects.

In carrying out my services I will follow the Model Standards of Practice for the Charitable Gift Planner approved by the National Committee on Planned Giving and the Committee on Gift Annuities, (see below). My role is educational only, and I will not act as an adviser to prospective donors in estate planning, investments, or tax matters, but rather will encourage their use of independent qualified counsel. In working for your organization my sole source of compensation will be as described in this contract and with no compensation expected or taken from your donors, their advisers, or any other source outside not described by the terms of this agreement.

Consultant activities for will also include, as needed:

1. Meeting with you and your planned giving committee to implement an effective planned giving program
2. Designing with you a twelve-month calendar of planned giving marketing activities, including website materials, estate planning and planned giving videos, promotional mailings, newsletter articles, and presentations to board of directors, volunteers, and contributors
3. Responding, as described above, to requests from planned giving prospects and their advisers for technical information related to their proposed planned gift
4. Developing policies, procedures and ethical standards designed to protect the interests of your organization and its donors in the complex area of planned giving

5. Providing phone and e-mail planned giving guidance to staff and volunteers working to promote planned gifts to your organization
6. Personalizing a "how to" planned giving manual for staff that describes the procedures to be followed and provides the letters to be used in handling requests for information on general estate planning and planned giving alternatives, including charitable trusts and bequests;
7. Providing you with regular reports on consultant activities and the status of planned giving leads.

The fee for this service will be \$\_\_\_\_\_ to be paid by your organization in four equal quarterly payments of \$\_\_\_\_\_. Because donor interest and response is rarely evenly distributed over the contract period and because the focus of the contract will be on activities undertaken and objectives accomplished rather than number of consultant hours used, the consultant hours available to you be will be restricted only by what common sense and fairness suggest rather than by any specific numerical limit.

There will be no any additional fees charged beyond the terms of this contract and no refund of fees once paid. Even though this contract is goal-focused rather than hours-focused, the consultant will provide your organization with quarterly reports showing the number of consulting hours used and their specific purpose.

If you accept the terms of this letter of agreement, please sign and return the enclosed copy of the letter to me, enclosing the first quarterly payment and keeping the original contract for your files.

Please call or email me if you need clarification of any points mentioned in this letter. I look forward to working with you.

Sincerely,

Philip J. Murphy  
Fund-raising Counsel Registration Number FC-1106  
Office of the Attorney General, State of California

On behalf of \_\_\_\_\_, a nonprofit organization, I accept the terms of this letter of agreement.

Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_