LIVING WORD
LUTHERAN HIGH SCHOOL
FOUNDATION

The *SCHOLARSHIP NAME*

Scholarship Endowment Fund.

Letter of Agreement between **DONOR NAME**

And Living Word Lutheran High School Foundation

"One generation shall commend your works to another, and shall declare your mighty acts."

--Psalm 145:4

I. Establishment of the Fund

This Fund, hereby established as a Named Endowment Fund with Living Word Lutheran High School Foundation (hereinafter referred to as the Foundation) by **DONOR NAME** (herein referred to as the Donor) is be known and identified as "The **SCHOLARSHIP NAME** Scholarship Endowment Fund," (herein referred to as the Fund).

II. Preferred Beneficiaries

(This is description of those the donor wished to assist with the Fund. Examples may include students considering professional church work, musicians, etc.)

The Fund will be distributed on the basis of student need at the discretion of LWLHS administration.

III. Uses and Purposes

In accordance with the overall objectives of the Fund, the corpus shall become a permanent fund of the Foundation. Income will be made available to the Foundation on annual basis to enhance the mission of LWLHS. The Donor and the Foundation agree that the income shall be used in the form of tuition assistance to benefit preferred beneficiaries as described in this Letter of Agreement.

IV. Funding

The Fund is created as follows. Initial $**DOLLAR AMOUNT** deposit made via gift from **FAMILY NAME**. Additional gifts may be made on behalf of the Fund. This intention is set forth in an irrevocable arrangement, and the donor no longer reserves the right to alter these intentions.

V. Definition of Terms

For purposes of the Agreement, the term "principal" denotes the corpus of the assets available for investment. The terms "earnings or income" includes all dividends, interest, and other earned income, "capital gains", as well as any other realized appreciation of the assets of the Fund. Payment of income available for distribution (distributable income) from the Fund shall be made through procedures existing at the time of such payment.

VI. Procedures

Any and all contributions designated to the Fund by the Donor, the Donor's family or others shall be deposited to the Fund and shall be administered in the manner set forth in this Letter of Agreement. The initial principal of the Fund, and all subsequent gifts to the principal, will be invested by the Foundation in interest-bearing accounts of certificates and/or securities in accordance with guidelines established by the Foundation, as may be amended as needed by the LWLHS Foundation Board of Directors (herein referred to as the Board).

All earnings or income realized from the investment of the Fund will be distributed in the form of financial aid pursuant to the provisions set forth in this Letter of Agreement.

The Board, or its designee, has and shall have full power and authority to accept, take, hold, manage, invest, and reinvest this Fund, including any and all income produced by the Fund, and any increase or accumulation to it.

VII. Disbursement from the Funds

Fund disbursements shall be made in accordance with policies for endowment funds established by the Foundation. Only the income earned through the investment of the principal of the Fund may be disbursed annually.

VIII. Accountability

Upon Donor request a statement of the status, earnings activity disbursements and current recipients of the Fund will be provided.

IX. Change of Conditions

This Letter of Agreement references the Board policies of the Foundation. The policies of the Foundation, insofar as they affect the matters discussed in this Letter of Agreement, may change over time. The policies that are in force at the time of any future activity or transaction shall be the policies that govern that future activity or transaction.

If, at some future date, unforeseen circumstances within the Foundation and/or Living Word Lutheran High School should change so that the Fund can no longer benefit the intended purpose, the Board of the Foundation, at its sole discretion, may use both the principal and any and all income of the Fund, as defined above, in a manner which is in the best interests of the Foundation and Living Word Lutheran High School and in a manner that most closely conforms with the Donor's wishes. Whenever possible, the Board or its designee will confer with the Donor or the Donor's representative before the Fund is re-designated, in order to identify a use that conforms as closely as possible to the intentions of the Donor. The Fund will retain the Donor and honorees' identity.

The undersigned agree(s) to the establishment and administration of the **"The SCHOLARSHIP NAME Scholarship Endowment Fund"** in accordance with the terms and conditions set forth in this Letter of Agreement.

Donor: ____ ________________
[NAME] [Date]

Representing the Living Word Lutheran High School Foundation:

____ ________________
David Miskimen, Executive Director [Date]