

## **RANDALL J. SPICER MARCHING BAND SCHOLARSHIP**

### ESTABLISHMENT OF FUND

This document replaces the gift use agreement signed on March 21, 2003.

### BACKGROUND

Mr. Randall J. Spicer came to teach at WSU in the fall of 1953. After retiring, Randall was instrumental in the establishment of the Cougar Alumni Band, and for several years, was deeply involved in its activities. Randall will always be remembered for his wealth of experience, human qualities or caring, phenomenal memory, constant optimism, and his ability to accept new interpretations, ideas, and changes. In remembrance of his legacy and in recognition of his excellence in musical leadership at WSU, alumni and friends of the Cougar Marching Band established this scholarship fund in 2003.

The Cougar Alumni Band, established in 1985, is dedicated to the purpose of promoting Washington State University by playing spirited music at WSU-sponsored events. Aside from playing these events, members of the Cougar Alumni Band also provide for the general welfare of the Cougar Marching Band by volunteering their time to support Cougar Band activities as well as donating money directly to the marching band development fund. Through the establishment of this fund, the Cougar Alumni Band has made it possible for alumni and friends of the Cougar Marching Band to directly reward excellence among student members in the form of a scholarship.

### PROCEDURES

The WSU Foundation shall establish a separate project and account number in the name of the Fund hereunder, which shall be known as the "Randall J. Spicer Marching Band Scholarship Fund." Any and all contributions designated for this Fund shall be credited to the aforesaid project number. All such contributions shall be administered in the manner set forth herein, and Fund disbursements shall be made in accordance with the provisions specified in this document.

The governing board of the WSU Foundation, or its designee, shall have full and plenary power and authority to take, hold, manage, invest and reinvest any principal hereunder, and any increase or accumulation to it, and any income from it, consistent with management policies of the WSU Foundation, or its designee.

Any and all gifts and contributions received for credit, together with the income generated by this Fund, shall be held until the Fund

reaches the minimum amount required to establish a separate endowment account. At that time the income shall be disbursed for the uses and purposes stated herein. The donors agree that if the fund herein created does not reach the minimum amount required to establish a separate endowment account within five years of initiation of the Fund, the Fund may be distributed, in part or full, consistent with the uses and purposes stated herein.

#### USES AND PURPOSES

Distributions from this fund shall be used to award one scholarship that recognizes excellence among undergraduate Cougar Marching Band (CMB) members and serve as a recruiting tool to encourage continued participation in the CMB by current members. The selection shall be made by the School of Music, with optional recommendation by select members of the Cougar Alumni Band.

1. An eligible student is an undergraduate student from any major. That student must be enrolled as a current member of the CMB.
2. Eligible students must have a minimum cumulative grade point average of 2.80 at the time of application.
3. Each applicant shall submit a 500-word essay, postmarked no later than January 31, to the School of Music. The essay shall answer the question, "Describe what you have learned by being a member of the CMB and why should you receive this award."

The uses and expenditures of this fund shall be consistent with Washington State University policies. This fund shall be administered by the Director of the School of Music or his/her designee.

Any program and project supported hereunder must be consistent with the tax-deductible status of gifts made to the Washington State University Foundation.

#### DISTRIBUTIONS FROM THE FUND

Distributions from the Fund and investment and management fees shall be in accordance with the applicable investment policy and payment procedures of the WSU Foundation. The policies of the WSU Foundation are intended to maintain a perpetual fund, provide a stable source of support, and invest for total return and long-term growth.

In the event the fair market value of the Fund falls below the gifted amount at any point in time, Donor hereby authorizes the use of principal of the Fund for purposes of meeting the applicable spending rate, to ensure an uninterrupted flow of support to Washington State University for the Uses and Purposes specified herein by the donor(s).

#### CHANGE OF CONDITIONS

If, at some future date, circumstances within the WSU Foundation or Washington State University should change so that the uses and purposes for which the Fund has been established are no longer existent, are in conflict with administrative or academic policies of the University, or if the University is unable to meet the intent of the donor(s), then this Agreement may be revised by the WSU Foundation and Washington State University so that Fund distributions and principal may then be used in a manner which is in the best interests of Washington State University, bearing in mind the wishes of the donor(s) set forth herein. In this unlikely event, every effort shall be made by the WSU Foundation to consult with the donor(s) prior to any change in fund disbursement.

In accordance with the WSU Foundation's Articles of Incorporation, if the WSU Foundation should be dissolved, its governing board shall transfer the property and assets of the WSU Foundation to a successor organization which also qualifies as a tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code and exists for the sole and exclusive benefit of Washington State University. If no such successor organization exists, then the property and assets of the WSU Foundation will be transferred to Washington State University.

ENTIRE AGREEMENT

There are no verbal agreements or understandings that modify this Agreement. This Agreement constitutes the full understanding between the donor(s), the WSU Foundation, and Washington State University.

\_\_\_\_\_, dated this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_.  
Lorie Dankers, President  
Cougar Alumni Band

\_\_\_\_\_, dated this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_.  
Jerry Berthiaume, Director  
School of Music

\_\_\_\_\_, dated this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_.  
Paul Whitney, Interim Dean  
College of Liberal Arts

\_\_\_\_\_, dated this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_.  
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Kevin L. Harvey, Director, Finance  
Washington State University Foundation

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Order of Routing:

1. To Vice President/Dean/Director and Chair
2. To Stewardship (1925)
3. To Director, Finance, WSU Foundation (1927)

Distribution of Completed Document:

1. Original to Director, Finance, WSU Foundation (1927)
2. To Gift Processing Manager, Office of Advancement Services (1927)
3. Copy to originating unit [originating unit to send copy to donor(s)]
4. Copy to Assistant Director, Stewardship and Special Projects (1925)
5. Copy to Controller's Office (1025)