



EMPLOYEE ASSISTANCE FUND AGREEMENT

Thank you for choosing the Cobb Community Foundation ("The Foundation"). We are committed to supporting your efforts to help employees, their surviving families and, if elected by the company, former employees, facing financial difficulties as a result of disaster or personal hardship.

SECTION ONE: Company Information

Company Name (The "Company")

Primary Contact for Company (NOTE: all correspondence will be sent to Primary Contact unless otherwise specified)

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Salutation	First Name	Middle Name/Initial	Last Name	Suffix	Nickname
<input type="text"/>			<input type="text"/>	<input type="text"/>	<input type="text"/>
Address			City	State	ZIP
<input type="text"/>		<input type="text"/>	<input type="text"/>	<input type="text"/>	
Position		Business Phone	Mobile Phone	Email Address	

Send Statements: ☐ Via Email ☐ To Home ☐ To Business ☐ Do Not Send Statements

Send Mailings: ☐ Via Email ☐ To Home ☐ To Business ☐ Do Not Send Mailings

In the event a successor Primary Contact is required for any reason, the person holding the position to which the Primary Contact reported shall be Successor Primary Contact until appointing an alternate successor.

SECTION TWO: Fund Purpose

This Employee Assistance Fund ("The Fund") was created to provide a confidential, third-party vehicle through which the company and other contributors to The Fund can provide financial relief to eligible employees, their eligible dependents, and if elected, former employees of The Company who are experiencing economic hardship and are unable to afford housing, utilities and other basic living needs because of natural disaster; life-threatening illness or injury; death or other catastrophic or extreme circumstances beyond the employee's control (generally referred to as 'qualifying incidents'). Applications made through a third-party provider ("Agent"), and all information remains confidential between the third-party provider and the applicant. The Foundation has designated Center for Family Resources as Agent for The Fund.

Distributions from all funds are subject to the Foundation's variance power which gives the Foundation the power to modify any restriction or condition on the distributions from a fund for any specified charitable purpose or to any specified charitable Company if, in the sole judgment of the Foundation, such restriction or condition becomes unnecessary, incapable of fulfillment, or inconsistent with the charitable needs of the community or area served. For purposes of this Agreement, restrictions and conditions on distributions are those that apply to either principal and/or income entirely or in part.

SECTION THREE: Applicant Eligibility

All employees and, if this option is selected, former employees of The Company who meet the requirements below are eligible to apply for a grant from The Fund. An applicant can only be approved for assistance once within a _____ period.

Current Employees

1. Regularly scheduled to work or more hours per week prior to the qualifying incident
2. Employed for at least months prior to the qualifying incident
3. Working and residing in the United States

In the case of death of the employee, then spouse or eligible dependents may apply if the employee would have met the above.

Former Employees

☐ (check here if former employees are eligible)

1. Employed for at least months prior to termination date.
2. Termination from The Company within the past months.
3. Residing in the United States

SECTION FOUR: Assistance Amount

The minimum amount eligible for payment is \$ and the maximum amount available per request is \$. The maximum award is not guaranteed, and in some cases, a lesser amount will be awarded. All payments are made directly to vendors as bill payments. The maximum cumulative amount paid to any employee and the employee's spouse or eligible dependents is \$.

SECTION FIVE: Request for Assistance

The Foundation shall provide The Company with information to be distributed to employees regarding The Fund. Such information shall include eligibility information, payment guidelines, contact information for the Agent who will be reviewing requests, and a list of information that will be requested by the Agent to assess the applicant's request. **The Fund will pay a processing fee of \$150 to the Agent for each request presented, whether approved or declined.**

SECTION SIX: Qualifying Incidents

To qualify for this program and receive assistance, applicants must meet certain requirements.

1. Applicant must meet The Fund's employment requirements outlined above.
2. Applicant must be experiencing financial hardship that affects ability to pay for basic living needs.
3. The qualifying incident must have happened within the past months, but no longer than 1 year.
4. The applicant's situation MUST fall into one these four categories.

Natural Disaster: For situations, such as a wildfire, flood, tornado, hurricane, severe storms or earthquake, that have damaged or destroyed the employee's primary residence. The Fund cannot pay to repair other property and cannot pay to replace non-essential items, such as electronics or furnishings. Photographs or insurance reports may be required.

Life-Threatening Or Serious Illness Or Injury: For the employee, spouse and eligible dependent(s). The Fund is not a substitute for medical insurance; employees do not automatically qualify for a grant when they, or their dependents, are diagnosed with or suffer a life-threatening or serious illness or injury. There must be resulting financial need including an inability to pay for basic living expenses. Doctor confirmation or medical documentation will be required.

Death Incident: This includes the death of the employee, spouse or eligible dependent(s). The loss of income or the cost of funeral expenses or medical bills must prevent an employee or the employee's family from affording basic living expenses. The Fund may also be able to pay expenses to bring a child whose parents have died to live with a new family, typically a relative. The Fund cannot pay for travel to funerals, caskets, grave markers or other funeral expenses.

Catastrophic or Extreme Circumstances: This includes but is not limited to: fire, major home damage that could not be prevented, serious crime against the employee (robbery, arson, assault, domestic abuse, or another reportable crime), or other that impacts the ability to afford basic needs. Except where caused by a separate, independent and otherwise unavoidable catastrophic or extreme circumstances, catastrophic or extreme circumstances do not include: reduced work hours or pay, credit card bills, home foreclosure, car repair, or accumulated financial distress. Police, fire or other official incident report may be required.

SECTION SEVEN: Fund Name Please choose a name for your fund

Fund Name

The Foundation ☐ **may** ☐ **may not** include the name of the Fund in publicly available fund listings.

SECTION EIGHT: Contributions to the Fund

All contributions to the Fund represent an irrevocable gift to the Foundation, are not refundable, and are under the exclusive legal control of the Foundation. Please indicate below the property you intend to initially assign, convey, transfer and deliver to the Foundation to establish your fund.

Estimated Value of Initial Gift to Establish Fund:

- ☐ Check for (please make payable to the Cobb Community Foundation, Inc. identifying your fund in the memo line)
- ☐ Marketable Securities valued at (if making a contribution of multiple securities or assets, please attach pages as needed)
- ☐ Other:

A minimum balance of \$ (twice the amount of the maximum grant plus twice the application processing fee) will be maintained at all times. In the event The Fund drops below this amount, The Company hereby instructs the Foundation to grant from The Organization's Donor Advised Fund ("DAF") the amount needed to replenish The Fund to its minimum required balance. If no such fund exists, the Company will contribute the required amount. If the fund is not brought to the minimum required balance, the Foundation reserves the right to close the fund. The Company agrees that in such event, it will notify its employees of the Fund closure.

Please select from the options below.

- ☐ Allow contributions via payroll deduction from employees of The Company.
- ☐ Allow third party contributions to Fund via Foundation website.
- ☐ Do not allow third party contributions to Fund via Foundation website.

All contributions to this fund are subject to the Foundation's most recently adopted Gift Acceptance Policy and with the understanding and agreement that all contributions are governed by all terms and conditions of this Agreement, including the variance power as described in Addendum A. All contributions, both initial and subsequent, must be acceptable to the Foundation, and the Foundation may elect in its sole discretion whether to accept or refuse any asset and specifically may elect not to accept any contribution of less than \$250.

SECTION NINE: Fund Investments

The Fund shall be fully invested in The Foundation's Cash Investment Pool. This pool seeks little to no risk of principal loss through a combination of money market investments and other highly liquid interest bearing securities with short-term maturities.

SECTION TEN: Acknowledgments and Signatures

POLICIES AND PROCEDURES

The undersigned have received and reviewed the Procedures for Establishing and Operating Employee Assistance Funds and agree to its terms and conditions described therein. The undersigned understand that any contribution, once accepted by the Foundation, represents an irrevocable gift to the Foundation and is not refundable. The undersigned hereby certify that all information presented in connection with this application is accurate, and the undersigned will promptly notify the Foundation in writing of any changes.

EMPLOYEE INFORMATION AND PRIVACY

The Company acknowledges that The Foundation's Agent may require information from The Company to verify employee eligibility. Where practicable, the Company agrees to provide Agent with periodic reports listing all employees, hire dates, termination dates and average hours worked. In the event periodic reports are not practicable, The Company agrees to provide requested information on a case by case basis. The Company agrees that such inquiry will not be noted in The Company's records, including in the employee's personnel file. The Company agrees to keep such request confidential.

FEES AND EXPENSES

The Foundation charges an Administrative Fee as outlined in its published fee schedule. This fee may be changed from time to time with 60 days advance notice to The Company. In addition to these administrative fees, a fee of \$150 shall be paid from The Fund upon submission of each application to the Agent reviewing and processing the application. All fees and expenses will be charged directly to your fund.

VARIANCE POWER

Distributions from all funds are subject to the Foundation's **variance power** which gives the Foundation the power to modify any restriction or condition on the distributions from a fund for any specified charitable purpose or to any specified charitable Company if, in the sole judgment of the Foundation, such restriction or condition becomes unnecessary, incapable of fulfillment, or inconsistent with the charitable needs of the community or area served. For purposes of this Agreement, restrictions and conditions on distributions are those that apply to either principal and/or income entirely or in part.

FOR COMPANY

Signature

Printed Name

Title

Date

Additional signatures only necessary if required by Organization's Bylaws

Officer Signature

Printed Name

Title

Date

Officer Signature

Printed Name

Title

Date

FOR COBB COMMUNITY FOUNDATION, INC. (President/CEO or Officer of the Board):

Signature

Printed Name

Title

Date

ADDENDUM A: Procedures for Establishing and Operating Employee Assistance Fund

Incorporation of Governing Instruments of Foundation

The Cobb Community Foundation, Inc. (the "Foundation") is a Section 501(c)(3) public charity. The Foundation's governing instruments include its articles of incorporation and bylaws as amended from time to time, as well as any resolutions and procedures adopted from time to time. All the provisions of such governing instruments and procedures are incorporated in this Agreement and by this reference made part hereof.

Nature & Terms of Establishing Funds

Funds established at the Foundation are component funds of the Foundation. Contributions to the Foundation's funds are treated for tax purposes as gifts to a Section 501(c)(3) public charity and are generally tax deductible, subject to individual and corporate limitations. Component funds may be established by the donation or transfer by any person or Company to the Foundation of money or property, whether by contribution, gift, bequest from an estate, distribution from a trust, or transfer from a charitable or other Company to carry out the charitable purposes of the Foundation, as set forth in its articles of incorporation and bylaws. Such contributions and asset transfers to a Foundation fund represent irrevocable gifts and shall be subject to the legal and fiduciary ownership and control of the Foundation's Board of Directors.

The Foundation shall have the authority and control of all property in the fund, and the income earned for the charitable purposes of the Foundation. Each fund may be recorded on the books and records of the Foundation as identifiable and separate. Funds will be a component part of the Foundation and shall be subject to the governing instruments of the Foundation, including the Articles of Incorporation and Bylaws, as amended from time to time. Restrictions may not be imposed that prevent the Foundation from effectively employing the contributed assets, or the income generated, to further the charitable purpose of the Foundation.

Investment of Assets

The Foundation will hold, manage, invest and reinvest all assets contributed to funds established at the Foundation consistent with the Foundation's Investment Policy, which may be modified at any time by the Foundation, with choices available that may be provided for in the policy. Although the assets may be commingled with other assets of the Foundation in investment pools, the fund's separate identity and value will be maintained. The Foundation does not guarantee that the fund will earn any particular or minimum rate of return with respect to the investment of assets. Investments are not insured, are subject to risk and may lose value. All income and capital gains or losses of the investment pool(s) in which the assets are invested shall be allocated to the fund on a periodic and pro rata basis, based upon the ratio that the value of assets related to the fund invested in the investment pool bears to the aggregate value of all assets invested in said pool(s).

Distributions

Distributions recommended may be made only for charitable purposes and must comply with IRS rules for employee hardship payments from a donor advised fund. Distributions from all funds are subject to the Foundation's variance power and must be ratified by the Foundation's board of directors. Subject to the Foundation's variance power, the Foundation will make distributions from the fund up to the total fund balance except as may otherwise be restricted. Distributions from endowment funds shall be made annually.

Restrictions on Distributions

The Foundation honors the charitable intentions of its donors consistent with community needs and applicable laws and regulations. Grants may not result in benefits, goods, or services to the donor, members of their families, and businesses they control. Failure to observe this restriction can subject the donor to tax penalties. Benefits include the payment of pledges, event tickets, meals, sponsorships, registration fees, discounted merchandise, preferred parking and/or seating, and memberships unless the membership confers nothing of value.

Variance Power

All funds established at the Foundation are subject to the Foundation's "variance power", required by Treasury Regulations for the Foundation and its donors to enjoy the more favorable income tax treatment of a community foundation as opposed to the less favorable income tax treatment of a private foundation. Treasury Regulations Section 170A-9(e)(11)(v)(B)(1) specifically states that the governing body of a community foundation must have the power "to modify any restriction or condition on the distributions of funds for any specified charitable purpose or to specified organizations if, in the sole judgment of the governing body (without the necessity of approval by any participating trustee, custodian or agent), such restriction becomes, in effect, unnecessary, incapable of fulfillment, or inconsistent with the charitable needs of the community or area served".

Evaluation of Applications

All applications will be reviewed by a the Agent selected by the Foundation. The decisions of the Agent will be final.

Reports

The Foundation shall provide reports regarding each fund's value and contributions to and amounts of distributions from the fund if requested.

Conflict of Terms

If an inconsistency arises between these terms and conditions, and any terms and conditions appearing elsewhere in connection with any fund, these terms and conditions as interpreted by the Foundation shall govern. The Foundation reserves the right to take any actions at any time which, in its sole discretion, it deems reasonably necessary or desirable for the proper administration of any fund in the Foundation.

Miscellaneous

- a. The fund asset shall be administered and this Agreement and the validity thereof shall be governed by and construed in accordance with the laws of the State of Georgia, without regard for the conflicts of laws principle thereof, and the applicable provisions of the Internal Revenue Code, as the same may be amended from time to time.

- b. The captions of this Agreement are included for convenience only and shall in no way define or limit any of the provisions hereof or otherwise affect their construction or effect.
- c. Except as otherwise provided herein, no party may assign any of its rights or delegate any of its duties under this Agreement. This Agreement shall be binding upon and shall inure to the benefits of the parties hereto and their respective successors.
- d. If in any jurisdiction any provision of this Agreement or its application to any party or circumstance is restricted, prohibited or unenforceable, such provision shall, as to such jurisdiction, be ineffective only to the extent of the restriction, prohibition or unenforceability without invalidating the remaining provisions hereof and without affecting the validity or enforceability of such provision in any other jurisdiction or its application to other parties or circumstances.
- e. This Agreement may be signed in any number of counterparts with the same effect as if the signature on each such counterpart were upon the same instrument.
- f. For the purpose of ensuring that the fund is a component part of the Foundation for federal tax purposes, the Foundation alone shall have the power to modify the terms of this Agreement.
- g. This Agreement, together with the exhibits and other documents referred to herein, contains the entire agreement of the Donors and the Foundation concerning the subject matter hereof and supersedes all prior and contemporaneous negotiations, correspondence, understanding, letters of intent, and agreements, whether verbal or written, between the parties regarding the subject matter hereof.