

(541) 957-5574 | Fax (541) 957-5720 | www.tfff.org

December 29, 2014

Mr. David Holmes Superintendent Three Rivers School District PO Box 160 Murphy, OR 97533

RE: 20140332; Josephine County Foundation Sustainability/ Community Projects

Dear Mr. Holmes:

The Foundation has approved a grant in the amount of \$150,000.00 specifically for the Josephine County Foundation Sustainability/Community Projects. Attached is a Grant Agreement (Agreement) for your careful review and signature. It will become the controlling instrument for administering your grant. Please FAX all pages of the <u>original</u> agreement to the Foundation (541-957-5720) by January 9, 2015. We must have the signed Agreement in order to release funds. Please make sure that a copy of this Agreement is retained and available throughout the period of the grant to all appropriate persons so that they can comply fully with this Agreement.

We have scheduled your grant payment(s) as follows:

1/15/2015	\$50,000.00	Contingent
1/15/2016	\$50,000.00	Contingent
1/16/2017	\$50,000.00	Contingent

These funds are for the use as outlined in the Agreement, **Section H. Special Conditions**. The Foundation expects a report of your progress toward objectives. We look forward to learning from your report(s) and evaluation as described in the enclosed Agreement. Please refer to **Section D. Reports and Evaluations** in submitting the required information during and at the end of your grant period.

We wish you success and look forward to hearing from you. If you have any questions or concerns, please feel free to call.

Sincerely,

Anne C. Kubisch

President

Enclosure: Grant Agreement

cc: Chris Pendleton

# THE FORD FAMILY FOUNDATION 1600 NW Stewart Parkway, Roseburg, OR 97471

Multi-Year Grant Agreement

**GRANTEE:** 

**Three Rivers School District** 

**GRANT ID:** 

20140332

PO Box 160

Murphy, OR 97533

**GRANT AMOUNT:** 

\$150,000.00 Over 3 years

PROJECT TITLE:

Josephine County Foundation Sustainability/ Community Projects

**GRANT PERIOD:** 

36 months, December 4, 2014 to December 31, 2017

## A. Requirements

- 1. This grant is made subject to the condition that the entire amount will be expended for the purposes stated above and substantially in the manner described in the materials you have provided to the Foundation. Grant funds shall not be used for, or charged to grant development or management costs or other "overhead or administrative" charges unless explicitly approved by the Foundation.
- 2. Foundation approval must be obtained for any modification of the objectives, use of expenditures or the agreed time period of the project for which grant funds have been awarded.
- 3. Prior approval by the Foundation must be obtained for any budget modification that results in more than a 10% change to any line item in the budget. Requests for modifications must be made in written form.
- 4. The Foundation must be promptly notified about any of the following during the grant period: change in primary contact and key personnel of the project or organization; change in address or phone number; change in name of organization; or any development that significantly affects the operation of the project or the organization.
- 5. The Grantee will provide the Foundation with the project report(s) and evaluation(s) described in Section D. Project Reports and Evaluations of this Agreement. The primary contact will be responsible for completing all reporting requirements; our records indicate that **Mr. Chris Pendleton** is the primary contact for this grant.
- 6. The Grantee will abide by all provisions of this Agreement and will keep adequate supporting records to document the expenditure of funds and the activities supported by these funds.
- 7. If the Grantee fails or becomes unable for any reason in the opinion of the Foundation to perform the specific project within the specified Grant Period, unless extended by the Foundation; or if conditions arise that make the project untenable; or if Grantee materially breaches this Agreement, all grant funds that may be deemed unearned, unjustified or inappropriately expended must be returned to or withheld by The Ford Family Foundation. The Foundation maintains the right to nullify the grant in such circumstances.

#### **B.** Payment

1. If the signed Agreement is received by the Foundation by January 9, 2015, the Foundation will forward the grant check(s) as follows:

1/15/2015	\$50,000.00	Contingent
1/15/2016	\$50,000.00	Contingent
1/16/2017	\$50,000.00	Contingent

2. Grant payments are contingent upon the Grantee conducting the program or project to the Foundation's reasonable satisfaction within the time specified (see A.7.) and for the specific use as outlined in section H. of this Agreement.

## C. Unexpended Funds

If the funds have not been completely expended at the end of the grant period, December 31, 2017, the Grantee agrees to immediately notify the Foundation and provide a statement of the balance. The Foundation may request a plan for using the remaining funds. The Grantee should not return funds without consultation with the Foundation. The Foundation will approve or disapprove Grantee's plan in writing. Unexpended funds, which must be returned to the Foundation, shall be refunded pursuant to the Foundation's instructions.

## D. Reports and Evaluations

The Foundation and Grantee need certain data to properly evaluate the progress, success and the impact made by this grant. During the grant period you will be required to submit to the Foundation specific reports which may include interim progress, financial, annual and/or a final report. The Grantee will be notified by email of the due dates, report requirements and report forms. Grantee is required to access the reports through their electronic account set up at the time of applying for the grant.

## Reporting Requirements -- Outcomes

- Students develop and participate in community service projects that help underserved residents in Josephine County.
- Students learn leadership skills by managing a non-profit foundation and organizing and participating in community service projects.
- Students learn how to write grants and raise funds to fund the community service projects.
- Students meet and work with community leaders and other volunteers through community service projects, thus exposing them to potential career options.

#### E. IRS Status

It is the understanding of the Foundation that the Grantee organization has obtained a determination from the Internal Revenue Service that it qualifies as a section 501(c)(3) organization or that it is a governmental unit described in Section 170(c)(1) of the Internal Revenue code. Grantee is classified as not a private foundation under Section 509(a) of the Code. If there is any change in the Grantee's status or classification, the Grantee must promptly notify the Foundation. In the event of loss of tax exempt status under Federal laws, any unspent funds must be returned to the Foundation.

#### F. Publicity

If the Grantee wishes to publicize the grant, the Foundation requests that the focus be on the project and the non-profit without calling unnecessary attention to the Foundation. We prefer being mentioned in conjunction with other donors, and do not require any special recognition. Please see the example below as a suggested paragraph about The Ford Family Foundation; we would encourage you to use this statement in any media publicity you generate. Please note that The Ford Family Foundation was created by the personal philanthropy of Kenneth W. Ford and Hallie E. Ford and is not connected with Roseburg Forest Products Co.

Example: The Ford Family Foundation was established in 1957 by Kenneth W. and Hallie E. Ford. Its mission is "successful citizens and vital rural communities" in Oregon and Siskiyou County, California. The Foundation is located in Roseburg, Oregon, with a Scholarship office in Eugene.

## G. Legal, Ethical and Responsible Conduct

The Ford Family Foundation expects all Grantees to maintain the highest standards of behavior at all times with priority on individual and community safety, obeying the law, managing finances with integrity, treating others with respect, accurately representing information, maintaining academic honesty and respecting intellectual property rights and protecting youth and the vulnerable. At its sole discretion, the Foundation may revoke a grant award to a Grantee observed engaging in any of the following prohibited behaviors:

- Discrimination based on race, color, gender, religion, marital status, national origin, sexual orientation, political affiliation, age or any other characteristic protected under federal or state law.
- Serious violations of federal, state, or local law
- Physical, verbal or sexual abuse or harassment
- Neglect of the needs of children, youth or vulnerable populations
- Misrepresentation of information

## H. Special Conditions

These funds are for the Josephine County Foundation Sustainability/ Community Projects as set forth in the proposal submitted to the Foundation on October 5, 2014, which was approved by the Foundation on December 4, 2014, and are contingent on the following:

1/9/2015 Signed Grant Agreement Release of funds contingent on receipt of signed agreement

12/15/2015	Annual Report	Release of Year Two funds contingent on receipt and approval of annual report for Year One outcomes	
12/15/2015	Interim Report	Release of Year Two funds contingent on receipt of the IRS Determination Letter for Josephine County Foundation confirming 501(c)(3) status	
12/15/2016	Annual Report	Release of Year Three funds contingent on receipt and approval of annual report for Year Two outcomes	
2/28/2018	Final Report		
If this document correctly sets forth your understanding of the terms of this grant, please countersign this Agreement and return all pages of the original document to The Ford Family Foundation.			
The Ford Famil	y Foundation	Three Rivers School District	
By: Anne C. Kubisc President Date:	Ackl. D 12/29/14	Printed Name: David Holme's  By: Executive Director  Date:	

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

President, Chairman of the Board