

## Bessie Minor Swift Foundation

grants@bessieminorswift.org www.bessieminorswift.org

April 18, 2022

Tara House
Tahoe Truckee Unified School District
11603 Donner Pass Rd.
Truckee, CA 96161

Dear Tara House,

Congratulations are in order. Your organization has been chosen to receive a grant from the Bessie Minor Swift Foundation on behalf of the Sierra Sun. A check in the amount of \$3,000 is enclosed. The award is for a program promoting a love of writing and reading while strengthening students' writing skills in the summer. Funds will provide a teacher stipend and support the publication of works written by 100 students in grades three through five. The Writers Workshops will be held twice a week for four weeks. This grant is subject to the terms set forth in the attached Grant Terms, and by cashing the grant check you are indicating that you agree to the terms.

We wish you all the best in your work, as it is of great service to your community.

As a reminder, we require that you report on the progress and results of your program to the Foundation no later than December 31, 2022. Should your program continue beyond that timeframe, a progress update would be acceptable, and can be emailed to grants@bessieminorswift.org.

Best regards and congratulations,

Bessie Minor Swift Foundation

**Enclosures** 

## **GRANT TERMS**

**Grantor:** Bessie Minor Swift Foundation (the "Grantor")

**Grant Recipient:** TAHOE TRUCKEE UNIFIED SCHOOL DISTRICT (the "Grantee")

Grant Amount: \$3,000

<u>Grant Purpose:</u> For a program promoting a love of writing and reading while strengthening students' writing skills in the summer. Funds will provide a teacher stipend and support the publication of works written by 100 students in grades three through five. The Writers Workshops will be held twice a week for four weeks (the "Purpose")

- a. <u>Tax Status:</u> The Grantee represents and warrants that it is an exempt governmental unit treated as a public organization under Internal Revenue Code Section 509(a)(1).
- b. Expenditure of Funds: The grant funds must be used exclusively for the Purpose unless the Grantee obtains the Grantor's prior approval in writing. If applying the funds towards the Purpose would require the Grantee to distribute the grant funds without the Grantee's discretion to another entity or individual, this grant will be deemed general and unrestricted with a non-binding recommendation that the grant funds be used for the Purpose. The Grantee further agrees to use the grant funds only for educational, scientific, literary, religious, or other charitable purposes consistent with the Grantee's tax-exempt status described above. The Grantee will not use any of the grant funds to influence any legislation or the outcome of any election, to conduct a voter registration drive, or to pay the overhead expenses for any such activities. The Grantee may not use any of the grant funds to satisfy a charitable pledge or obligation of any person or organization other than the Grantor, or to provide any tangible economic benefit to any of the Grantor's officers, directors, trustees, substantial contributors, or the family members of the foregoing individuals (collectively, the "Insiders"). If the grant funds will be used to fund a Grantee event, only the Grantor's trustees, directors, officers, or employees may accept tickets and attend as a show of support for the Grantee in their official capacities as representatives of the Grantor.
- c. <u>Return of Grant Funds:</u> The Grantee agrees to return any grant funds not expended for the purposes described above to Bessie Minor Swift Foundation, 7055 Heron Circle, Carlsbad, CA, 92011. The rules governing private foundations also require the Grantee to return the enclosed grant if the Grantee is no longer recognized by the Internal Revenue Service as having the above described tax-exempt status.
- d. **Control:** If the Grantor or its Insiders, acting separately or together, "controls" the Grantee (or any of its supported organizations), additional terms apply. Here, "control" means the ability to require the Grantee (or any of its supported organizations) to make or refrain from making an expenditure, or to perform or prevent it from performing any act which significantly affects its operations. If the Grantee believes that such control exists, the Grantee agrees to notify the Grantor immediately and may need to return the grant funds unless mutually agreed upon terms are reached. Any notification required under this paragraph shall be sent to the Grantor at the address listed in Paragraph c.
- e. Other Terms: These Grant Terms encompass the entire agreement between the parties and supersede all previous understandings and agreements between the parties, whether oral or written. This grant is subject to these Grant Terms; by cashing the grant check, the Grantee indicates its agreement to these terms. If check is not cashed within 180 days, it will be voided.