



The Lynde and Harry
BRADLEY FOUNDATION

The Lion House ☎ 1241 North Franklin Place ☎ Milwaukee, Wisconsin 53202-2901
(414) 291-9915 ☎ Fax (414) 291-9991 ☎ www.bradleyfdn.org

Daniel P. Schmidt
Vice President for Program

November 10, 2011

Ms. Linda Chavez
531 Sky Trail Road
Boulder, CO 80302

Dear Ms. Chavez:

I am pleased to inform you that the Board of Directors of The Lynde and Harry Bradley Foundation, Inc. (Foundation) has awarded a grant of \$50,000 to the Center for Equal Opportunity.

It is understood that these funds will support general operations.

The payment of this grant is subject to your agreement to the terms specified in the enclosed grant contract. Please sign and return a copy to the Foundation. The grant has been scheduled for payment as follows:

<u>Scheduled</u>	<u>Amount</u>
12/7/2011	50,000

The Foundation reserves the right to change the payment schedule. Changes, if any, would be communicated to you promptly.

We are happy to be able to support your work and look forward to keeping closely in touch with your progress.

With best wishes,

Daniel P. Schmidt

DPS/ye

Enclosure

Grant ID #20111027

THE LYNDE AND HARRY BRADLEY FOUNDATION, INC.
1241 NORTH FRANKLIN PLACE
MILWAUKEE, WI 53202-2901
Voice: 414-291-9915
Fax: 414-291-9991

REGULAR
GRANT AGREEMENT
ID #20111027

PLEASE READ CAREFULLY

The Lynde and Harry Bradley Foundation (hereinafter "Grantor") agrees to make the following Grant to the Center for Equal Opportunity (hereinafter "Grantee") and Grantee agrees to accept such Grant as indicated below and in conditions set forth in Paragraph 12:

DATE AUTHORIZED:	November 8, 2011
AMOUNT OF GRANT:	\$50,000
DURATION OF GRANT:	One year from date of first payment
REPORT SCHEDULE:	Semi-annual

SPECIFIC PURPOSES OF THE GRANT

The purpose of this grant of \$50,000 is to support general operations.

GENERAL CONDITIONS OF THE GRANT

1. PURPOSE: The Grantee agrees to use the funds solely for the described purposes and to so designate them in the Grantee's records as well as not to use any of the funds in violation of the provisions of the Internal Revenue Code governing grantees of private foundations. To alter disbursement of funds from an approved budget, permission is required from an officer of the Grantor. (See paragraph 9.)
2. FUNDRAISING: No funds awarded through this grant are to be shared with or used to pay fees or wages for the services of fundraising or consulting firms.
3. EVALUATION: The Grantor may, at its expense, conduct an evaluation of operations under this grant, which may include visits by representatives of the Grantor to observe the Grantee's program procedures and operations and discuss the program with the Grantee's personnel.
4. ACCOUNTING AND FINANCIAL REVIEW: A complete and accurate record of the funds received and expenses incurred under this grant must be maintained by the Grantee and submitted to the grantor at the end of the grant period. The Grantor may, at its expense and on reasonable notice to the Grantee, audit or have audited the records of the Grantee insofar as they relate to the activities funded by this grant.
5. TAX EXEMPTION AND FOUNDATION STATUS: The Grantee shall immediately give written notice to the Grantor if, prior to receipt of all of any portion of the grant, or before all or any portion of the funds are expended, the Grantee ceases to be exempt from Federal income taxes under the provisions of Section 501(c)(3) or Section 115 of the Internal Revenue Code or becomes a private foundation under Section 509(a) of the code.

In particular, but not by way of limitation, the Grantee agrees that no portion of any grant by the Grantor shall be used to carry on propaganda, or otherwise to attempt to influence legislation, including any referendum, or to participate or intervene in any political campaign on behalf of or in opposition to any candidate for public office or to influence the outcome of any specific public election, or to carry on, directly or indirectly, any voter registration drive. If the Grantee is authorized by the terms of the grant to use the funds for "nonpartisan analysis, study or research," which may legitimately be undertaken by the Grantee, the Grantee agrees to engage in such activities in strict compliance with all Treasury and IRS regulations which provide that such analysis, study or research be made available to the general public or a segment of members thereof (or to governmental bodies, officials or employees) and may advocate a viewpoint but (a) must reflect objectivity, a full and fair exposition of the facts (including presenting information about both sides and any factual support for contrary views) and lack of unsupported opinion and (b) may not encourage the recipient to take action with respect to legislation (including any referendum) or be directed solely to persons who are interested only in one side of an issue. Grantee also represents to the Grantor that, in addition to the above prohibitions on the use of grant funds hereunder, no substantial part of its activities is or will be attempting to influence legislation (including any referendum) within the meaning of Section 501(c)(3) of the U.S. Internal Revenue Code of 1986, as amended.

6. ADDITIONAL SUPPORT: By making this grant, the Grantor assumes no obligation to provide other or additional support for the Grantee. This grant is not to be construed as establishing a precedent for further support of the Grantee.
7. REPORTING: The Grantee shall furnish to the Grantor a written report on the use of the grant either semi-annually or on some other scheduled as specified in Special conditions (see Paragraph 12). This report should furnish an appraisal of the program results under the grant for the reporting period.

8. PUBLICITY: In the event that the Grantee wishes to issue a news release concerning the grant, the Grantee will inform the Grantor in a timely fashion prior to its release and clear it with an officer of the Grantor.
9. REVERSION OF GRANT: All or any portion of the amount granted shall be returned to the Grantor in the event that any or all of the grant is not expended or committed for the purposes authorized by the Grantor or is used in violation of the terms of this Agreement. The Grantor may upon request from the Grantee authorize a modification in the disbursement of funds.
10. PUBLICATIONS: In the event that a project funded by the Grantor would naturally issue in publications, the Grantee expects publication to occur. In the event of special requirements concerning publication, these will be enumerated under Paragraph 12 – Special Conditions.
11. PATRIOT ACT CERTIFICATION: The Grantee certifies that it does not and will not knowingly provide material support or resources to any individual or organization for the conduct or furtherance of violence or terrorist activities.
12. SPECIAL CONDITIONS: The Grantee accepts and agrees to comply with the following Special Conditions: None

Executed by or on behalf of Grantor and Grantee as follows:

GRANTOR: The Lynde and Harry Bradley Foundation, Inc.
1241 North Franklin Place
Milwaukee, WI 53202-2901

BY: Daniel P. Schmidt
Name of Signatory


Signature

TITLE: Vice President for Program

DATE: November 8, 2011

GRANTEE: Center for Equal Opportunity
7700 Leesburg Pike, Suite 231
Falls Church, VA 22043

BY: _____
Name of Signatory

Signature

TITLE: _____

DATE: _____