

**DONOR AGREEMENT**  
**(CONTRIBUTION TO JACKSONVILLE PUBLIC EDUCATION FUND, INC.)**

Jacksonville Public Education Fund, Inc. ("**JPEF**"), a Florida not for profit corporation and an organization exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "**Code**"), is organized for the purpose of improving the academic achievement of all students in Duval County Public Schools, Florida with a special emphasis on at-risk students and low-performing schools. JPEF accepts contributions from the general public for use for specific purposes as designated by donors and for use at Duval County Public Schools designated by donors. Accordingly, subject to the terms and conditions set forth below, as of the Contribution Date, Donor will make the following contribution to JPEF:

**Donor Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Telephone Number:** \_\_\_\_\_

**Taxpayer Identification Number:** \_\_\_\_\_

**Contribution Date:** \_\_\_\_\_ **Contribution Amount:** \$ 20,000.00

**Purpose for Contribution\***

**Recipient** (designate the school for which the Contribution is being made by name or designate the class of schools for which the donation may be used):

The College RED Fund

**Designated Purpose** (designate the purpose for which the Contribution is being made as specifically as possible, indicate whether the Contribution is to be paid in a lump sum or over a specific time period):

This contribution is to be used to help the College RED Program provide a total of 40 economically disadvantaged youth with effective and engaging college, career, and life success strategies to overcome and influence the academic, social, and economic barriers of their environments. Each student will be driven toward on-time high school and college graduation, 21<sup>st</sup> Century relevant career attainment, and economic independence. These services will be provided within low-performing schools in Jacksonville. This contribution is to be paid in a lump sum to ensure the College RED Fund has the full financial aid available to ensure program implementation for the 2020-2021 school year.

The Contribution must be expended for charitable, scientific, literary, or educational purposes. The failure to provide specific information may result in JPEF being unable to fulfill the purpose of the Contribution. Although JPEF will use its commercially reasonable efforts to apply the contribution as closely to the purpose as possible, if JPEF is unable to discern the purpose of the Contribution, JPEF may elect to apply the Contribution to the general funds of JPEF.

Subject to the terms and conditions set forth herein JPEF hereby accepts the Contribution for the use specified in the Designated Purpose and for use by the Recipient. Donor acknowledges and agrees that the Contribution will be the property of JPEF for all purposes and shall not be deemed a separate trust fund held by it in a trustee capacity. JPEF will have the ultimate authority and control over the Contribution, and any income derived therefrom JPEF will use its commercially reasonable efforts to ensure the use of the contributions for the Designated Purpose and for use of the Contribution by Recipient; provided, however, if the Designated Purpose or the Designated School or Designated Class of Schools is no longer available (e.g., as a result of a cancellation of a program that is the subject of the Designated Purpose or as a result of the closure of Recipient), JPEF shall have the sole and absolute discretion to use the Contribution, or any part of it, for any other purpose.

determined to be appropriate by JPEF, including, without limitation, applying it to the general funds of JPEF. Notwithstanding the foregoing, JPEF will attempt to contact Donor to discuss a potential substitute Designated Purpose for the Contribution.

JPEF will charge a one-time administrative fee on the Contribution Date equal to six percent (6%) of the Contribution. JPEF shall be entitled to any and all income earned from the Contribution. JPEF may include information on the Contribution in its periodic public reports.

JPEF will monitor the use of the Contribution to ensure that the Contribution is being used for the Designated Purpose. If JPEF determines that the Contribution is not being used for the Designated Purpose or if Recipient fails to comply with the monitoring requirements of JPEF, JPEF will seek a return of the Contribution from the recipient and will cease any further distribution of the Contribution from Recipient. Upon the return of the Contribution to Recipient, JPEF will have the right to retain any and all amounts received and Donor will have no right to seek a return of all or any portion of the Contribution.

Donor acknowledges and agrees that: (i) no part of the Contribution may inure to the benefit of or be distributable to any private individual, except in compliance with the requirements of Section 4945(d)(3) (or (4)) of the Code; (ii) no part of the Contribution may be used for the carrying on of propaganda, or otherwise attempting to influence legislation, or used for participating in, or intervening in (including the publication or distribution of statements) any political campaign on behalf of any candidate for public office; and (iii) no part of the Contribution may be used for activities that cannot be conducted or carried on by an organization exempt from taxation under Section 501(c)(3) of the Code or by an organization, contributions to which are deductible under Section 170(c)(2) of the Code. If JPEF determines that the Contribution is being used in violation of the preceding sentence, JPEF will seek a return of the Contribution from the recipient and will cease any further distribution of the Contribution. Upon the return of the Contribution, JPEF will have the right to retain any and all amounts received and Donor will have no right to seek a return of all or any portion of the Contribution.

Notwithstanding the foregoing, JPEF makes no guarantees or other representations that Recipient will use the Contribution for the Designated Purpose and Donor acknowledges and agrees that JPEF will not be liable to Donor in any manner for: (i) the failure of Recipient to use the Contribution for the Designated Purpose; or (ii) the improper or impermissible use of the Contribution by Recipient.

If Recipient fails to accept the terms and conditions of the Contribution, JPEF will have the right to retain any and all amounts received and Donor will have no right to seek a return of all or any portion of the Contribution.

It is the intent and agreement of the parties hereto that this Agreement is solely for the benefit of the parties hereto and no person not a party hereto (including, without limitation, Recipient) shall have any rights or privileges hereunder. This Agreement supersedes all prior agreements, whether written or oral, between JPEF and Donor with respect to its subject matter and constitutes a complete and exclusive statement of the terms of the agreement between the parties with respect to its subject matter. This Agreement may not be amended, supplemented, or otherwise modified except by a written agreement executed by each of JPEF and Donor.

The laws of the State of Florida shall govern the validity of this Agreement, the construction of its terms, and the interpretation of the rights and duties arising hereunder.

Donor agreed to make the Contribution to JPEF in accordance with the foregoing terms and conditions.

ENTITY OR TRUST:

INDIVIDUAL:

DONOR: \_\_\_\_\_

**DONOR:** \_\_\_\_\_

By: \_\_\_\_\_

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

Title: \_\_\_\_\_