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DIRECTOR HANDBOOK
May 2005

A 501(c)(3) non-profit corporation

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**JACKSON PURCHASE
RESOURCE CONSERVATION AND DEVELOPMENT
FOUNDATION, INC.**

a.k.a. Jackson Purchase Foundation

MISSION STATEMENT

***WE ARE DEDICATED TO THE WISE USE OF OUR NATURAL AND HUMAN
RESOURCES.***

***OUR MISSION IS TO JOIN WITH OTHERS TO STRENGTHEN OUR
COMMUNITY THROUGH MEASURABLE AND SUSTAINABLE MEANS FOR
THE BENEFIT OF ALL.***

GOALS

TO SUSTAIN OUR NATURAL RESOURCES

TO IMPROVE THE QUALITY OF LIFE

TO ENHANCE ECONOMIC VITALITY

HISTORY

Jackson Purchase Resource Conservation and Development Foundation, Inc.

The Foundation is a non-profit corporation incorporated under KRS 273 in the Commonwealth of Kentucky. The Foundation receives technical and financial assistance authorized by the Secretary of the Department of Agriculture. Legislative authority for the RC&D Program is the Agriculture and Food Act of 1981, Pub. Law 97-98, 16 U.S.C. 3451-3461 as amended by Pub. Law 101-624, Section 1452; Pub. Law 107-171, Farm Security and Rural Investment Act of 2002, Sections 1528-1537. The purpose of the Resource Conservation and Development (RC&D) program is to accelerate the conservation, development, and utilization of natural resources to improve the general level of economic activity, and to enhance the environment and standard to living in authorized areas like the Jackson Purchase.

The one thing that distinguishes the RC&D program from other federal programs is the partnership between local sponsors and the federal government. The sponsors determine the needs and implement action to meet those needs. The program is grassroots driven. The Foundation determines its own priorities, programs, and management.

The Foundation serves as a forum to discuss local issues, coordinate technical and financial assistance programs, and for planning and development in the area of human and natural resources.

Perhaps the most important services provided by the Foundation is something that does not appear on the surface. Helping local people get organized, fully evaluating the problem or situation, and advising the local people where they can go for help with their specific problems are key elements to making the program effective. All sources of public and private technical and financial assistance are explored. Then a concerted effort is made to obtain the needed assistance to make the project a reality.

During the fall of 1994 a steering committee met to investigate the possibility of forming a Resource Conservation and Development area in the eight western counties in Kentucky. The committee, with assistance from the Soil Conservation Service and the Lower Mississippi Delta Development Center organized working sessions of the interested parties. After only three meetings, the consensus was to proceed with the official organizational activities

The first constitution and bylaws were adopted in December 1994. The Foundation was also incorporated as a nonprofit corporation in December 1994. In March 1995, the Foundation received tax exempt status as a community foundation under section 501(c)(3) of the Internal Revenue Code. The tax exemption allows the Foundation many additional funding opportunities. Project activities began when the United States Department of Agriculture's Natural Resources Conservation Service (formerly the Soil Conservation Service) assigned a

RC&D Coordinator to assist the Foundation in its natural resource conservation efforts and rural development activities in October of 1995.

The Foundation's program area currently includes the eight western Kentucky counties of Ballard, Calloway, Carlisle, Fulton, Graves, Hickman, Marshall and McCracken.

Dan Ellison was the first elected officer of the Jackson Purchase RC&D Foundation, Inc. Mr. Ellison served as President from December 1994 until October 1998. He has been a distinguished conservation leader and is still a valuable member of the Board of Directors.

The coordinator is employed by the USDA Natural Resources Conservation Service (NRCS) and is assigned to provide technical assistance to the Board of Directors. The coordinator is the principal staff person coordinating planning and activities with the Board, the sponsors, state and federal agencies, and the various partners from this area. The Program Coordinator serving the Foundation is Robert B. Johnson.

The office first opened in Bardwell, KY in December 1994, moved to Mayfield, KY in October 1995, then moved to Paducah, KY in August 2000. The Jackson Purchase Area received full authorization from the Secretary of Agriculture on March 17, 1998. Partial funding for the Foundation's activities comes from the federal RC&D budget which provides equipment, training, supplies, phones, and a one-half time staff position toward the mission of the Board of Directors.

ORGANIZATIONAL PROFILE

The decision making body for the Foundation, the Board of Directors, determines the social, economic and environmental problems and issues relevant to the Western Kentucky service area. The Board then develops and implements a plan with local citizens and/or organizations in leadership. The Foundation does this with assistance from local, state, and federal agencies, as well as, working with other nonprofit organizations.

We believe local leaders can make a difference to solve natural and human resource problems. The Jackson Purchase RC&D Foundation, Inc. is organized as a non-profit corporation in Kentucky. The Foundation has received tax exempt status under section 501(c)(3) of the Internal Revenue Service Code as a community foundation. This organizational profile describes the Foundation's service area, direction, mission statement and goals, organizational structure, programs, services, and funding sources.

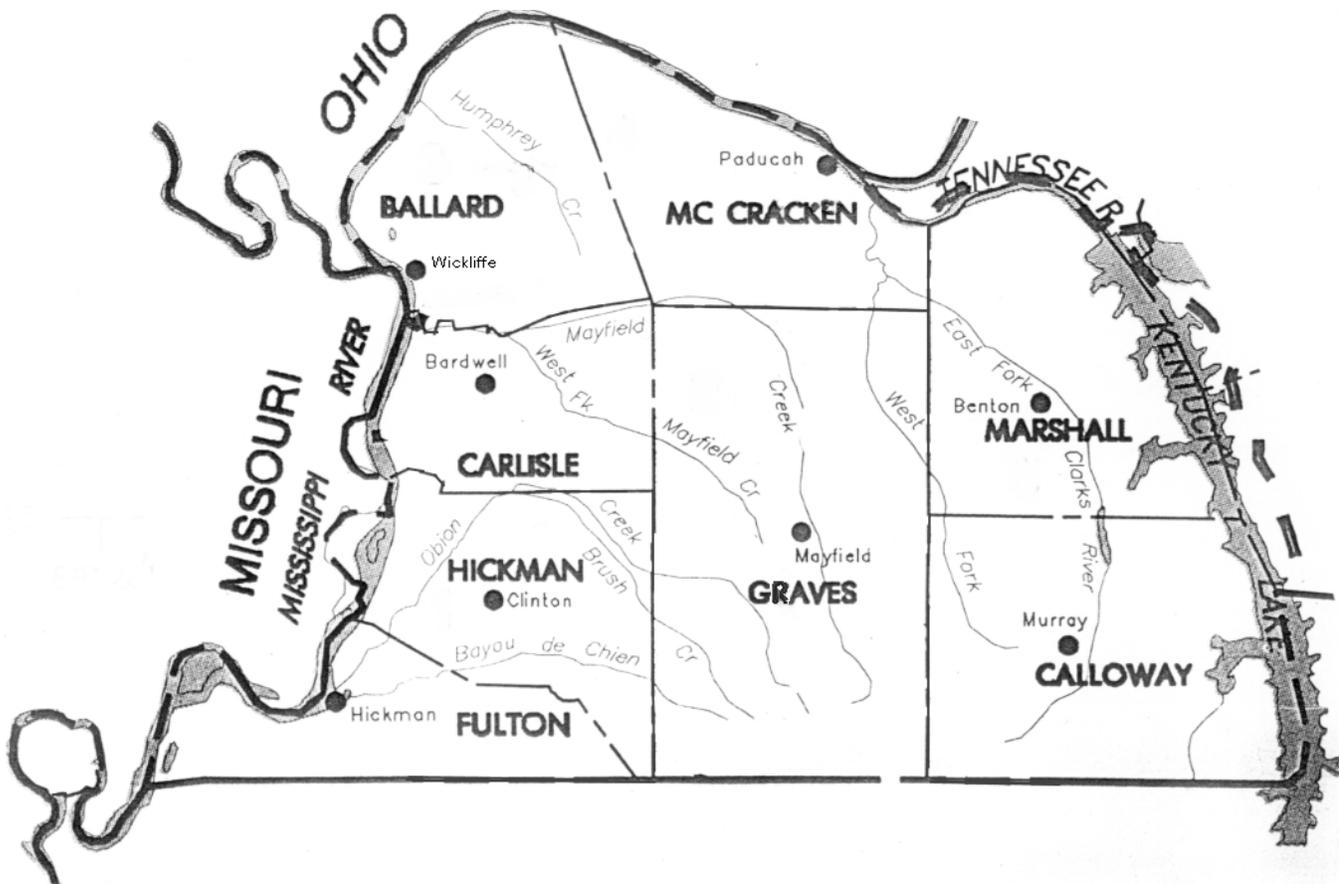
DIRECTION

The Foundation was organized in 1994 to address the conservation and development of natural resources in our service area. Emphasis is placed on projects that focus on the Board’s eight fields of interest. The mission statement and goals reflect the direction the Foundation is pursuing.

SERVICE AREA

The Jackson Purchase service area includes the eight counties of Western Kentucky which are Ballard, Calloway, Carlisle, Fulton, Graves, Hickman, Marshall and McCracken. See figure 1.

Figure 1: Map of the Jackson Purchase



MISSION & GOALS

The accomplishments of the Foundation demonstrate its ability to “make things happen”. We are focused on implementing projects identified by all our Directors that benefit our region and align with the Foundation's mission.

MISSION STATEMENT: We are dedicated to the wise use of our natural and human resources. Our mission is to join with others to strengthen our community through measurable and sustainable means for the benefit of all.

To achieve the mission, the Foundation established three broad *Goals*:

Goal 1: Sustain our Natural Resources.

Goal 2: Improve the Quality of Life to the benefit of all.

Goal 3: Develop and enhance the Economic Vitality of the region.

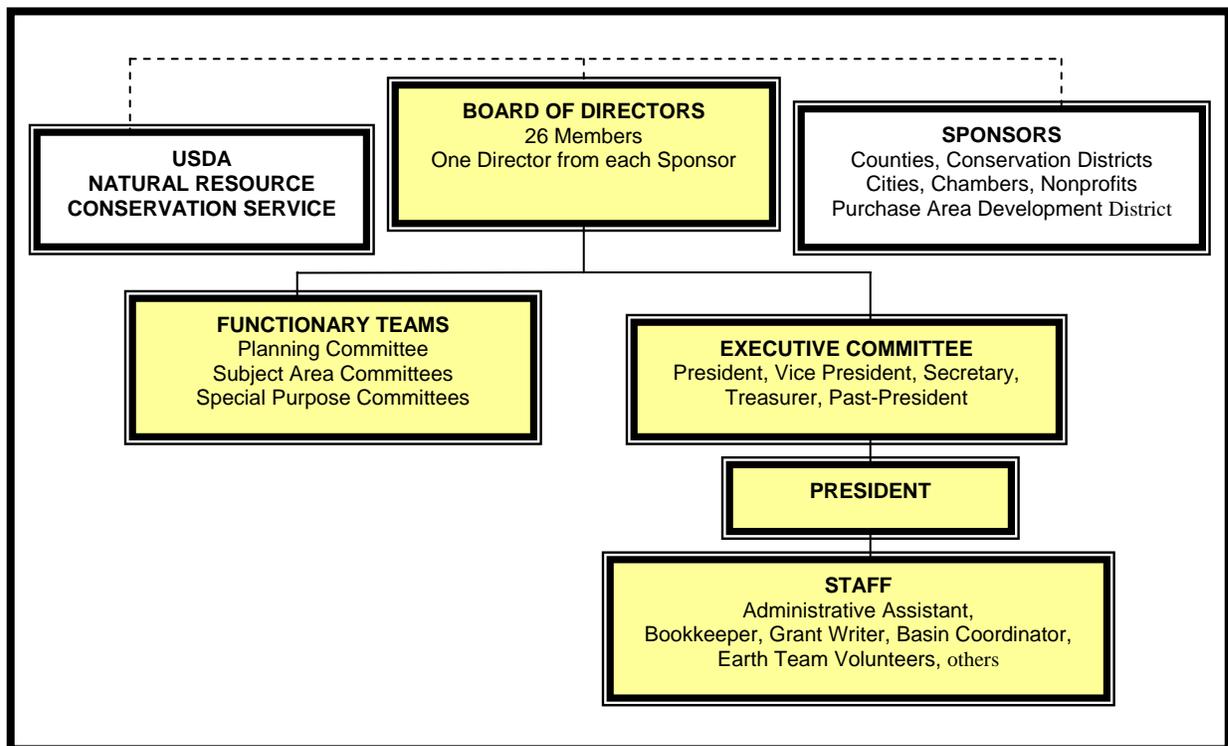
Toward these goals, the Board of Directors established eight *Fields of Interest* to focus their resources, the resources of their contributing partners and those provided by the United States Department of Agriculture Natural Resources Conservation Service.

1. Erosion and Water Quality
2. Education and Recreation
3. Solid Waste and Recycling
4. Parks and Tourism
5. Transportation
6. Community Water Supply
7. Economic Enhancement
8. Public Safety and Security

FOUNDATION STRUCTURE

The Jackson Purchase Foundation’s governing body is a Board of Directors made up of representatives from the eight counties of western Kentucky (Figure 2). Sponsors include county fiscal courts, city governments, chambers of commerce, conservation districts and the Purchase Area Development District. Sponsors appoint volunteer representatives that make up the Board of Directors.

Figure 2: Organizational Structure of the Jackson Purchase Foundation



BOARD OF DIRECTORS: The Board is a catalyst that links diverse groups to take action to resolve natural and human resource problems and issues impacting our area. The Board develops an area plan and works diligently toward achieving the stated goals and objectives. Priorities are set by developing an annual plan of work and following it throughout the year. The plan of work allows for continuation of actions and consistency in working toward goals. When appropriate, functionary teams are organized to plan and implement projects. The Board seeks out other organizations with which to build partnerships to assist in implementing the area plan.

The Board is the controlling authority for all financial transactions to assure compliance with the Internal Revenue Code and grant makers requirements. The Board has final approval, removal, and veto power over the actions of the President.

The President signs all contracts approved by the Board. The Treasurer serves as the fiscal agent; all drafts over \$300.00 require two signatures.

Figure 3: The FOUNDATION BOARD

| Sponsor | Representative |
|------------------------------------------|--------------------|
| Ballard County Fiscal Court | Bob Buchanan |
| Ballard County Conservation District | Melissa Jones |
| Calloway County Conservation District | Marty Carraway |
| Calloway County Fiscal Court | Rita Burton |
| City of Murray | Don Elias |
| Carlisle Co Conservation District | Vacant |
| Carlisle Co Fiscal Court | James P. McPherson |
| Fulton County Conservation District | Tatia Bradshaw |
| Fulton County Fiscal Court | Tom Hodges |
| City of Fulton | Beth McWhirt |
| Graves County Fiscal Court | Tony Smith |
| Graves County Conservation District | Dan Ellison |
| City of Mayfield | Arthur Byrn |
| May.-Graves Co. Chamber of Commerce | Donna Davenport |
| Purchase Area Development District | Henry Hodges |
| Hickman County Fiscal Court | Tommy Roberts |
| Hickman County Conservation District | Jim Stephens |
| Marshall County Fiscal Court | Mike Miller |
| Marshall County Conservation District | Michelle York |
| City of Calvert City | Kevin Murphy |
| City of Benton | Larry Spears |
| McCracken County Conservation District | Jennifer Swain |
| McCracken County Fiscal Court | Billy Smith |
| City of Paducah | Bill Paxton |
| Mid-Continent College | Robert Imhoff |
| Community Foundation of Western Kentucky | George Shaw |
| Member at Large | Mark Wilson |

EXECUTIVE COMMITTEE: The Executive Committee is made up of the President, Vice-President, Secretary, Treasurer, Past-President, and two regular board members. The Executive Committee directs the overall operations of the Foundation in the absence of Board action, between quarterly meetings.

STAFF: The principal staff person is the Coordinator who functions somewhat as the Board’s executive director. The Board requested and received staff assistance from the United States Department of Agriculture (USDA). The USDA, through the Natural Resources Conservation Service, provides technical assistance and a grant that includes a part time administrative assistant for a coordinator. This arrangement allows the Board to put its resources into addressing the area’s problems rather than fundraising to pay for staff positions and office operations. The Coordinator is not employed by the Board but provides technical support. This partnership between USDA, the RC&D Council, and sponsors illustrates how local and federal governments can effectively collaborate to address local issues.

FACILITIES: The Foundation office is located at Paducah, KY with office space and utilities provided by the USDA. The office is fully equipped with computers, fax, copier, and other essential equipment to operate efficiently. The Coordinator travels throughout the service area meeting with sponsors and other organizations requesting assistance.

FUNCTIONARY TEAMS: The primary assistance to sponsors is through subject area or special purpose committees. Community leaders along with stakeholders organize these committees to actively address community issues. Leaders with diverse backgrounds join together to collaborate. At least one common issue binds a team together. The team defines the issues and establishes its operating guidelines. Once organized, the team develops some basic operating guidelines and a strategic plan to guide its future. The team is responsible to implement activities that address the problem.

FUNDING SOURCES & BUDGET

Funding for the Foundation comes from three sources: Twenty six sponsors and other organizations contribute annual dues; projects are funded through grants from corporations, state, federal, public and private foundations; and individual and business contributions are accepted. Each year the Board develops a budget, has an audit, and submits a Form 990 to the IRS.

Figure 4: 2005 Budget

| | | |
|---------------------------------------------------|-----------|--------------------|
| Income | | |
| Membership Sponsorship | \$2,700 | |
| Interest & Investments | \$3,000 | |
| In-Kind Contributions (USDA) | \$115,000 | |
| Other In-Kind Contributions | \$250,000 | |
| Project Income | | |
| Ag Development Funds | \$150,000 | |
| Four Rivers Basin Team | \$30,000 | |
| Four Rivers Watershed Watch | \$8,000 | |
| NRCS Administrative Grant | \$12,600 | |
| Pirates Cove Cluster Septic System | \$50,000 | |
| Precision Ag BMP Technology Transfer | \$200,000 | |
| Prescribed Grazing Project | \$2,000 | |
| Watershed Based Plans | \$65,000 | |
| Youth DEAL | \$20,000 | |
| Total Income | | \$908,300 |
| Expenses | | |
| Administration | \$10,800 | |
| Office Operations | \$5,000 | |
| Personnel | \$15,000 | |
| Project Expenses | | |
| Ag Development Funds | \$200,000 | |
| Four Rivers Basin Team | \$30,000 | |
| Four Rivers Watershed Watch | \$8,000 | |
| Pirates Cove Cluster Septic System | \$100,000 | |
| Precision Agriculture BMP Technology Transfer | \$200,000 | |
| Watershed Based Plans – Cane Creek & Clarks River | \$75,000 | |
| Youth DEAL | \$10,000 | |
| Memberships | \$700 | |
| Management/Administrative In-Kind Expenses | \$115,000 | |
| Project In-Kind Expenses* | \$250,000 | |
| Total Expenses | | \$1,011,500 |

The budget was approved at the quarterly Foundation meeting in April 2005. Adjustments are made throughout the year based on new grants received.

The Coordinator and most office expenses are provided through an in-kind grant from the United States Department of Agriculture. These expenses are paid directly and no cash is disbursed to the Foundation for this assistance. These expenses are paid directly and no cash is disbursed to the Foundation for this assistance.

CURRENT PROJECTS AND ACCOMPLISHMENTS

Jackson Purchase Foundation Current Project Summary

| Project | Status | Responsible Action Team | Purpose | Funder |
|----------------------------------------------------|-----------|-----------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------|
| 3 T's of Innovative Education | Completed | Great River Region Development Corp. | Created a technology training program for teachers and students in Ballard, Carlisle, Fulton, and Hickman Counties | Bell South Foundation |
| Abraham Hall Teen Emergency Shelter | Ongoing | Abraham Hall Board of Directors, Paducah Coop. Ministry | Emergency shelter for youth in crisis | None |
| Agricultural Development Funds | Ongoing | County Agricultural Development Councils, JPF | Tobacco Master Settlement Agreement funds are distributed through the Kentucky Agricultural Development fund to local producers | Kentucky Agricultural Development Fund |
| Agriculture & Environment in the Classroom | Completed | Murray State University Center for Environmental Education | Educate teachers about how agriculture works with the environment | |
| Aquaculture Revolving Loan Fund | Ongoing | JPF Board | To provide monetary assistance to entities interested in aquaculture ventures to supplement the hard-hit tobacco industry | Kentucky Department of Agriculture |
| Ballard County Environmental Studies | Ongoing | Ballard County teachers | 20 acre area being used for an environmental education site | Various |
| Bee Creek Park Erosion Control | Ongoing | City of Murray, Murray-Calloway Co. Parks, NRCS | Reduce erosion potential and improve drainage along Bee Creek | KYARC&DC/NRCS grant JPF |
| Bee Spring Shoreline Erosion Management | Ongoing | Bee Springs Lodge, TVA, Marshall County, NRCS | Reduce or eliminate shoreline erosion along Kentucky Lake. | KYARC&DC/NRCS grant JPF |
| Bee Springs Shoreline Stabilization | Completed | Bee Springs Lodge, TVA, Marshall County, NRCS | Reduce or eliminate shoreline erosion along Kentucky Lake. | Various |
| Calvert Elementary Outdoor Classroom | Ongoing | Calvert Elementary/Marshall Co. Board of Education, Calvert PTO, Marshall Co. Conservation District, NRCS | Outdoor classroom for environmental education at the elementary level | KYARC&DC/NRCS grant JPF |
| Carlisle County Environmental Education Center | Completed | Carlisle County Board of Education | Outdoor classroom for environmental education at all levels of education | Kentucky Division of Forestry |
| Carlisle County Golf Club | Completed | Local residents and farmers, NRCS | Local recreation and selling point to business and industry, technical assistance | N/A |
| Catfish Hatchery | Completed | PAAC | Supply local producers with fingerling catfish | Kentucky Department of Agriculture |
| Clarks River/Marshall Co. Trail System | Ongoing | Marshall County Fiscal Court, US Fish and Wildlife Service's Clarks River Refuge | 2300 foot paved loop trail for pedestrians, bicyclists, slow moving vehicles, and wheelchairs that joins with a 10,000 foot gravel trail for walkers, joggers, and bicyclists, with wildlife viewing stations along each trail. | National Recreational Trails Program |
| Clean Boating Campaign | Completed | TVA, Kentucky Waterways Alliance, Moor's Resort, Four Rivers Basin Team | Program to minimize the impact on water quality from boating activities through a national outreach educational program. | Kentucky Waterways Alliance, Tennessee Valley Authority |
| Columbus Belmont Historic Drainageway | Completed | City of Columbus | Limited clean up in creek that drains the Columbus Belmont State Battlefield and much of the City of Columbus | Community Rivers and Streams Grant |
| Conservation in Construction: a BMP Workshop | Completed | Lower TN River Watershed Team, KY Lake Chapter of the Soil and Water Conservation Society, JPF | Workshop dealing with urban runoff and construction practices and planning considerations | Kentucky Waterways Alliance |
| Crop Protection Containment Demonstration Facility | Completed | KY Dept. of Agriculture, University of Kentucky, TVA, JPF | Facility for safe pesticide containment | KY Dept. of Agriculture Ag Chemical Suppliers |
| Cunningham Fire Department | Completed | Cunningham Fire Dept., JPF, Sherry Bone, Carlisle Co. Fiscal Court, local landowner | Used funds to build a substation, purchase a fire truck and update equipment. | Honorary Order of Kentucky Colonels |
| Dead Animal Removal Program-Graves Co. | Completed | Graves Co. Fiscal Court, JPF | Designed to provide farmers with a cost-friendly method of disposing of dead livestock without risking the contamination of groundwater or spread of disease to other animals | Kentucky Dept. of Agriculture Grant Program, Graves Co. Fiscal Court |
| Dead Animal Removal Program-Marshall Co. | Completed | Marshall Co. Conservation District, JPF | Designed to provide farmers with a cost-friendly method of disposing of dead livestock without risking the contamination of groundwater or spread of disease to other animals | Kentucky Dept. of Agriculture Grant Program |

| | | | | |
|--------------------------------------------------|-----------|----------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------|
| Earth Day | Completed | NRCS, JPF, Heath, Carlisle, Ballard County Schools | To teach students from Heath, Carlisle, and Ballard County an understanding and appreciation of the environment | Local businesses |
| Fish Processing Plant | Completed | PAAC | To develop local market for catfish and shrimp producers | Kentucky Department of Agriculture |
| Fulton County Schools Critical Area | Ongoing | Ky. Dept. of Highways, Fulton County FFA Chapter, NRCS | Reduce erosion, improved campus venue, soil conservation education at high school level | KYARC&DC/NRCS grant JPF |
| Four Rivers Basin Team | Ongoing | Ky Division of Water, JPF | Team addresses various watershed issues and compiles information into reports available to the public and distributes to water resource management agencies to further assist in proper watershed management and water quality monitoring. | Kentucky Division of Water |
| Four Rivers Basin Team Status Report | Completed | Four Rivers Basin Team | Multi-paged, in-depth document that includes information about watersheds, with specific information about biodiversity, vegetation, and wetlands in the Four Rivers, Middle Cumberland, and the upper Cumberland Basin Regions | TVA, Wal Mart Foundation, Marshall Co. Fiscal Court Community Rivers and Streams grant programs, World Wildlife Fund |
| Four Rivers Watershed Watch | Ongoing | Ky Division of Water, Volunteer Teams, JPF | To focus on community based stream assessment programs | TVA, Virginia Environmental Endowment, Wal Mart |
| Girls Group Home | Completed | Girl Scouts, JPF | Establish Girl Scout troop in Genesis House and Mayfield Group Home | Optimist Club, several local contributors |
| Grant Writing Workshop | Completed | JPF, Mid Continent College | Teaching grant seekers proper avenues to follow to effectively receive available monies | Participants |
| Graves County Youth Development Programs | Ongoing | Youth DEAL, Inc. | Program for pre-employment training, life skills, and leadership development for the youth in our community. | ConAgra |
| Island Creek Clean Up | Completed | KY Lake Chapter of the Soil and Water Conservation Society | Clean up and develop a plan for managing watershed | Community Rivers and Streams |
| LaCenter Park Water Management Program | Ongoing | City of LaCenter, Ballard Co. Conservation District, NRCS | Improve water distribution in the City Park | KYARC&DC/NRCS grant JPF |
| Livestock Equipment Loan Program | Completed | | | |
| Maiden Alley Cinema/River Heritage Museum | Completed | JPF Board | Cinema utilized by the Paducah Film Society, River Heritage Museum, Seamen's Church Institute | JPF |
| Mississippi River Trail | Completed | PADD, Ballard County, Carlisle County, Hickman County, Fulton County, Chain Reaction Cycling Club | Bicycle trail from St. Louis to New Orleans | ISTEA |
| NARCDC List Server | Ongoing | Foundation, Ore-Cal RC&D in Northern California | Partnering with the Ore-Cal RC&D in Northern California, the JPF shares workload of operation, technical support, and maintenance of internet list servers, e-mail, file sharing, and chat rooms availability through Yahoogroups.com for council members. | NARCDC |
| Native Grass/Forbs Demonstration Area | Ongoing | Marshall Co. Cooperative Extension, Ky Dept. of Fish & Wildlife, Marshall Co. Conservation Dist., NRCS | Improved utilization of warm season Native Grasses & Forbs | KYARC&DC/NRCS grant Jackson Purchase RC&D |
| Obion Creek Stream Corridor Restoration Project | Ongoing | Ky Division of Water, NRCS, JPF, University of Louisville, Ky Dept. of Fish & Wildlife Resources | To reduce sedimentation and bottomland hardwood loss by restoring the stream channel dimensions, flow patterns, and profile to those of the natural stream flow conditions. | Ky Division of Water |
| Outreach to Limited Resource Farmers | Completed | NRCS, Conservation District | To reach agriculture producers not usually involved with the USDA program | NRCS |
| Pilgrim's Pride Fund for Youth Development | Ongoing | Youth DEAL, Inc., JPF | Program for pre-employment training, life skills, and leadership development for the youth in our community | Gift from Seaboard Farms in 1999 |
| Pirates Cove Cluster Septic System Demonstration | Ongoing | Four Rivers Basin Team, Marshall co. Health Dept., TVA, Ky Division of Water, Homeowners Assoc. of Pirates Cove, JPF | Construction of a cluster sewage system in Pirates Cove along Kentucky Lake which includes 170 residences | TVA, EPA |
| Precision Agriculture BMP Technology Transfer | Ongoing | JPF | Process where farmers apply the required soil amendments and pesticides according to need and potential production of each acre | 319(h) Nonpoint Source Pollution Control Grants |

| | | | | |
|-------------------------------------------------------|-----------|----------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------|
| Prescribed Grazing Project | Ongoing | NRCS, JPF, Freddie Kimbell Farm | To demonstrate techniques for intensive rotational grazing to foster the concept and ideas of ecosystem-based planning assistance at a demonstration farm | |
| Purchase Area Nonpoint Source Pollution Science Forum | Completed | Kentucky Waterways Alliance, JPF | High school students from around the Purchase collect, test and analyze water samples | Kentucky Waterways Alliance |
| Recycle Now! October 2000 | Completed | Group of Volunteers | To promote city and county-wide recycling in Paducah and McCracken County | |
| Reidland Urban Sediment Control Demonstration | Ongoing | McCracken Co. Conservation District, Division of Conservation, JPF | Project will address proper surface water disposal problems for the parking areas and recreational complex where nonpoint pollution problems threaten and negatively impact Clarks River | State Cost Share Programs |
| Sharpe Environmental Education Center | Completed | School staff, JPF | Fueled learning stations along new trail to be used for educational and recreational purposes | Vulcan Materials, Inc, Local Boy Scouts, Wildlife Habitat Incentive Program |
| Storm Drain Stenciling 2003 | Completed | City of Mayfield, City of Murray, volunteers, Four Rivers Basin Team | To create public awareness of the need to keep pollution from entering the storm drains which endangers the public water supply. | Kentucky Waterways Alliance |
| Urban Forestry Tree Inventory Equipment | Completed | Executive Director | Computer equipment and software were made available to the cities and counties for their use in completing a tree inventory. | KY Division of Forestry Urban Forestry Program |
| Veteran's Van | Completed | JPF, Marshall County | To purchase an equipped handicapped accessible van to transport veterans to the VA Hospital in Marion, Illinois | JPF |
| Weeks Nature Area | Completed | South Fulton TRAC Committee | Nature trail with amphitheater, educational purposes | KY Division of Forestry KY Soil & Water Comm |
| Western Kentucky Envirothon | Completed | Conservation District | Environmental Education | |
| West Kentucky Livestock Income Improvement Program | Completed | Purchase Area Cattlemen's Association, JPF, University of Ky, 8 County Agricultural Development councils | To increase net farm income from livestock production in West Kentucky | KY Dept. of Agriculture |
| West Kentucky Nursery Directory | Completed | JPF | Listing of local nurseries and the services they provide | KY Division of Forestry Urban Forestry Program |
| West Kentucky Wildlife Management Area Trails Project | Completed | KY Dept. of Fish and Wildlife Resources, PADD | Building trails for horseback riding, walking, and a motor interpretive drive | National Trails Fund Grant |
| Women in Agriculture Seminar | Completed | UK Cooperative Extension Service | Seminar that covered topics of interest to women in Agriculture | Kentucky Ag Development Board |
| Youth Ag Day | Completed | Marshall Co. Conservation District | Marshall Co. students learned about different forms of agriculture. | |

SERVICES

The Foundation provides a diverse range of services in the areas of natural and human resource development. We provide technical assistance to our sponsors, non-profit organizations, and concerned citizens when compatible with the Foundation goals. The Foundation places a high priority on projects and issues impacting the entire service area. Sponsors and other organizations desiring assistance make a request in writing to the Board. The Foundation also initiates projects consistent with the mission statement. All programs and services of the Foundation are offered on a nondiscriminatory basis without regard to race, color, national origin, religion, sex, age, marital status, or handicap.

Collaborative Problem Solving: The Foundation serves as a catalyst that links diverse groups - bringing people and agencies together to work on solutions to common concerns. By bringing interest groups and local, state, and federal agencies and individuals together, an open dialogue can bring understanding and agreement on issues of mutual concern. The Foundation demonstrates strength as an effective rural development organization. These strengths include addressing problems and opportunities from a multi-county perspective, addressing issues other local development organizations may not address. The Board does not duplicate services provided by the Purchase Area Development District.

Project Planning: The Foundation assists organizations to find practical solutions to problems and issues. The planning model used involves citizen participation to facilitate social change. Participants gain an understanding of the collaborative process--how changes are made through citizens to solve problems and issues using local resources to foster necessary cooperation toward solving problems and issues.

Grant Proposal Writing and Management: The Foundation writes funding proposals to government agencies, foundations, and corporations on behalf of sponsors and other organizations when consistent with the Foundation's mission. Our grant proposal writing assistance includes the entire grant writing process, from all aspects of planning (described in the previous section), conducting funder searches, proposal writing, submission of the proposal to the funder, follow-up with funders, and serving as fiscal agent.

The Jackson Purchase Foundation provides grant writing and grant management workshops. We encourage sponsors and others within the service area to participate in these workshops so they can improve their ability to receive and manage grant funds.

ADOPTING A PROJECT - taking a project from conception to completion

Community needs require community action. Citizen volunteers taking on community projects improve the quality of life of their communities. This model shows how volunteers take projects from *conception to completion*. All projects progress through a systematic sequence of steps before completion. This process describes in detail the tasks required for a project to move from *conception to completion*. The major phases in this process include:

CONCEPT. The concept initiates project activity. The concept sparks innovation to solve a community issue. An issue is a problem or opportunity that challenges a community or organization. Typically an issue addresses social, economic or environmental needs of the community and region. To convince others your idea has merit and is worthy of others support, the initiator needs a brief concept paper describing the project idea. The initiator then searches out support for the idea from opinion leaders and decision makers.

FUNCTIONARY TEAM. Community leaders along with stakeholders organize a functionary team to actively address community issues. Leaders with diverse backgrounds join together to collaborate. At least one common issue binds a team together. The initiator can be a catalyst to frame the issue and initiate organized action. A core group made-up of the initiator and key community leaders develops a list of potential stakeholders with diverse backgrounds, interests, and leadership. The core group brings all stakeholders together establishing the functionary team. The team defines the issues and establishes its operating guidelines. Once organized, the team can develop a strategic plan to guide its future.

PLANNING. Planning is the systematic problem solving process to determine the best approach to solve a problem or take advantage of an opportunity. The plan then guides the functionary team to implement the project. The team needs to understand a basic planning process that integrates social, economic and environmental issues to meet community needs. This approach, which emphasizes desired future conditions, will improve sustainability of communities, minimize conflict and address problems and opportunities. Planning is fundamental to successful implementation of projects from *conception to completion*.

PROPOSAL DEVELOPMENT. The purpose of the proposal development is to convince a funder a project is worthy of their support. A proposal brings together the need for the project, a sound rationale for the approach to solve the problem, the organization's capability to implement the project and a justification for the project's budget. Many projects fail because this is where most organizations want to begin by preparing a proposal to receive grant funds.

IMPLEMENTATION. Implementation is the central focus of projects. It's where the functionary team's vision becomes a reality. Implementation is how communities "make things happen". Projects exist to yield products, results or outcomes. The project staff and Functionary Team are charged to implement start-up, operations, and close out. In most instances, the Team's host organization has a contractual arrangement with the funder. Successful implementation of well-organized and planned projects are key to successful implementation.

GENERAL FOUNDATION POLICIES

The policies of the Jackson Purchase Foundation are the basis that virtually all major decisions are based upon. These policies include:

1. The Board of Directors will work toward achieving public awareness of human and natural resources within the area.
2. Planning and implementation for sustained use and management of human and natural resources for economic and social benefit.
3. The Foundation will continue to promote citizen participation in the RC&D program and projects.
4. Appropriate assistance will be requested from state and federal agencies and other organizations to facilitate planning and development to achieve the goals and objectives of the Foundation.
5. The Foundation will assist with the planning and development activities to obtain technical and financial assistance to meet the goals and objectives of the Foundation.
6. Conservation Districts will provide guidance and assistance where natural resources are involved.
7. The Foundation will cooperate and coordinate planning and development activities with planning organizations.
8. The Foundation will submit plans to appropriate clearing houses for review and comment to avoid duplication of efforts.
9. The Foundation will set priorities for planning and development compatible with sponsors needs and available technical and financial resources.
10. The Board of Directors will review proposed projects and adopt projects consistent with the mission and goals of the Foundation.
11. Periodically, all projects are reviewed to determine progress. Projects will be canceled when activity stops on the project plan.
12. All program and services of the Foundation are offered on a nondiscriminatory basis, without regard to race, color, national origin, age, sex, religion, marital status, or disability.

POLICY ON BECOMING A FISCAL AGENT FOR OTHER ORGANIZATIONS

Adopted December 1998

The Jackson Purchase Foundation, a nonprofit, tax-exempt 501(c)(3) corporation, is asked to administer grant funds on behalf of another group, as a service, in order to facilitate the achievement of local goals and help put projects on the ground in our service area. When possible, the Foundation will support the efforts of other local organizations. The primary consideration for the Foundation is that it not jeopardize its status as a 501(c)(3) with the Internal Revenue Service. Second, the Foundation does not take on unnecessary risk.

1. Grant administration can be performed for **member organizations** (sponsors of the Foundation) and for other public organizations. Incorporated nonprofit, cities counties, or conservation districts are included.
2. **Unincorporated Groups.** If the group is unincorporated; no written governing documents, a group of citizens that come together to accomplish some social, economic, or environmental goals, the Board of Directors can establish a functionary team or committee and allow that group to come under the organizational structure of the Foundation. Conditions for association include:
 - The purpose of the group is consistent with the mission and goals of the Foundation described in the Articles of Incorporation and By-laws.
 - The group agrees to come under the organizational structure and comply with the By-laws of the Foundation.
 - The Foundation Board of Directors approves the application.
 - A Board Member or staff person is part of the functionary team.
 - The availability of time and resources of Foundation staff to support the new work.

The Foundation will not administer grants on behalf of for-profit businesses or other for-public entities. The Foundation will not administer grants on the behalf of political parties or lobbying organizations

3. **Incorporated and Government Entities.** The Foundation can serve as a fiscal agent for incorporated and Government entities. The Foundation needs an agreement that may cover the following areas:
 - General description of services provided by the fiscal agent.
 - Which funds are covered by these services (e.g. a specific grant only, or all funds received by the group).
 - Whether a separate bank account will be maintained for the group's funds.
 - Who within the group is authorized to request withdrawal of funds or payments and how such requests must be made.
 - What documentation is required for payment of funds.
 - What procedure the fiscal agent will use in making payment (e.g. check written once a week on Wednesday signed by two officers of the agent).
 - Availability of books and records for inspection by both the group and the fiscal agent.

- Reporting periods and scope of reports to funding sources, if narrative reports are required, the obligation of the group to prepare the narrative for submission by the fiscal agent.
 - Whether a separate audit is required and who pays the cost.
 - The fiscal agent fee for providing services (e.g. fixed monthly amount, percentage of funds) and any other charges to the group.
 - A hold harmless provision that indemnifies the fiscal agent from liability caused by acts of the group.
 - A requirement that all literature, contracts, etc., of the group not include the name of the fiscal agent unless prior approval is obtained.
 - Whether the group is responsible for obtaining insurance coverage, the amount and nature of such coverage, or whether the fiscal agent is providing this coverage at the group's expense.
 - The employment status of paid individuals working on behalf of the group, including employees of the fiscal agent, employees of the group, or independent contractors to either.
 - If employees or independent contractors work for the group, the group should have its own employer identification number and should make its own hiring and firing decisions. If employees or contractors work for the fiscal agent, specify who decides on hiring/firing, who supervises the workers, and who is responsible for income and payroll tax withholding and reporting.
 - Who will prepare the group's tax returns, e.g. IRS form 990, if required?
 - The beginning and ending date of the agreement.
 - How the agreement may be terminated or amended.
 - Other standard clauses for things like arbitration or attorney fees.
 - Any other specific provisions regarding what the group or fiscal agent will or will not do.
4. The Foundation reserves the right to **decline projects** which are not well suited or consistent with the mission, purpose, and goals of the Foundation.
 5. **Grant administration** provided by the Foundation includes the establishment of a grant management system that maintains accountability with all funders and contractors. The project liaison will maintain communication with funders, contractors and other participants. Maintain an accounting system that complies with funder and non-profit or appropriate accounting standards. Provide adequate controls to receive and disperse funds according to contracts with participating parties. Other aspects of grant management can be negotiated depending on grantor and organization needs.
 6. **Fees.** The Foundation reserves the right to charge a fee for services; generally this fee will be 4% of the grant total, but can be negotiated less or greater according to the degree of foundation involvement.
 7. **Application to the Board of Directors.** Organizations, including members and non-members alike, should not assume the Foundation would become the fiscal agent before making application to the Board of Directors. The request for the Foundation to become a fiscal agent should be made in writing and accompanied by a "concept paper" or summary of the project that includes project budget and duration.

PROJECT CONCEPT

The Jackson Purchase Foundation primarily accomplishes its mission through projects initiated from its own plan of work, sponsors and other organizations. This project concept is prepared as a starting point for the development of a project proposal. Based on this concept the Foundation Board of Directors will adopt the concept as a project.

PROJECT NAME:

Incorporation Status: **IRS Tax Exemption Status:**

Organization Name **Organization Purpose:**

Contact Person: *The person who will provide leadership. Without a leader the project will go nowhere.*

Goal: *A general statement of what is to be accomplished* **Example, Promote conservation, development, and sustained use of land, water, plant, and animal resources in Western Kentucky.**

Objective:

Results to be Achieved: *What will be done?* **Example Demonstrate sustainable agriculture practices at the Hobbs Demonstration Facility**

Criteria for Success: *Define in specific terms how you know you are successful.*
Example A total of 50 small scale agriculture producers apply sustainable agriculture practices on their farms.

Population Benefited: *The general public does not count. State specifically who benefits*

Time Frame: *The date the project will begin and be completed.* **Example, Begin June 2004, completes February 2008.**

A BRIEF DESCRIPTION OF PROJECT CONCEPT

(Provide a one-page description of the project concept answering these questions.

(Introduction: describe the project in one or two sentences)

(What problem, need, or opportunity does the concept address)

(What will be done. Who, What, When, Why)

(What makes your organization uniquely qualified to perform this project)

(What are the benefits of the project)

(What will the project cost and how will funding be provided)

(Attach JPF form requesting assistance)

8. **Agreement with the Board of Directors.** Before the Foundation enters into any agreement with a grantor, the roles and requirements of the requesting organization and the Foundation must be clearly spelled out in an agreement to be signed by both parties. Generally, the requesting organization designates a contract or liaison to work with Foundation staff. Refer to item 3, above for content of the agreement.
9. **Disbursement of Funds.** The Foundation will disperse funds when a properly completed request for funds is received from the organization for which the Foundation is the contracted fiscal agent. All payments will be made by check and no funds will be paid out by the Foundation until they are received from the grantor. The Foundation will administer the grant and funds in compliance with the grantor contract. The Foundation Treasurer will interpret compliance of contract. A work plan will be part of a contract.

RECRUITMENT PROSPECTUS

The Jackson Purchase RC&D Foundation, Inc. (Jackson Purchase Foundation) seeks interested citizens ready to **make things happen** in resource conservation and development in Western Kentucky. This prospectus outlines the types of members we would like to serve on the Foundation Board of Directors, the expectation on Board members and benefits.

TYPES OF PEOPLE WE'RE LOOKING FOR

1. Although no formal qualifications are required, Board members must be concerned with the social, economic and environmental state of the area. They must have a genuine desire to play an active role in addressing the problems of the service area and take a leadership role in making things happen for the betterment of all citizens. Specific experience and/or knowledge in any of the following elements would be beneficial to the mission: finance, administration, program development, evaluation, public relations or communications.
2. Be committed to prospering your community and concerned for the quality of life of all citizens in Western Kentucky.
3. Give freely your time to work towards the mission of the Jackson Purchase Foundation and actively participate in Foundation activities.
4. Prospective volunteers need not have any current affiliation with the existing sponsoring organization to assist the Foundation, committees or functionary teams.

EXPECTATIONS OF YOU AS A MEMBER

For a grassroots organization to progress, the primary expectation of Board members is the need for you to participate. Participation is demonstrated by various methods.

1. Attend quarterly board meetings in January, April, July, and October. Meetings are generally scheduled the last Wednesday of the month, concluding with lunch.
2. In order to use your time efficiently at meetings, representatives are sometimes sent materials to read prior to board meetings.
3. Serve on project committees or functionary teams that interest you.
4. Have a good understanding of the Foundation and support the mission, goals and objectives.
5. Recruit others to help things happen.
6. Spend some time annually learning how to improve your personal leadership skills.
7. In the event you are unable to sustain participation, request the sponsor to appoint another representative.

BENEFITS TO YOU

The benefits to you are many.

- ❖ Being part of an organization that makes things happen addressing the needs facing us.
- ❖ Building into your network associations with other community leaders.
- ❖ Discussing issues personally with prominent leaders from industry and government.
- ❖ Knowing your involvement as a citizen in a democracy can make a difference.
- ❖ Personal satisfaction from participating in the long-term betterment of our region.

EQUAL OPPORTUNITY. All programs and services of the Jackson Purchase Foundation are offered on a nondiscriminatory basis, without regard to race, color, national origin, age, sex, religion, marital status or handicap.

BOARD MEMBER JOB DESCRIPTION

PURPOSE OF POSITION. To assist the Foundation in working with local citizens, agencies and organizations to identify critical problems, developing a plan to alleviate the problems and implementing such a plan to help improve the quality of life in the Foundation service area. Together with other partners with the Foundation, Executive Committee members are responsible for all activities of the Board. The Board is solely responsible for approving policy, approving the annual budget, and determining the goals and other business activities.

QUALIFICATIONS. Although no formal qualifications are required, Board members must be concerned with the social, economic and environmental state of the area. They must have a genuine desire to play an active role in addressing the problems of the service area and take a leadership role in making things happen for the betterment of all citizens. Specific experience and/or knowledge in at least one of the following elements would be beneficial to the Board - administration, finance, personnel, program development, evaluation, public relations or communications.

SPONSORSHIP. Board members are appointed by a sponsor. The Board member represents the sponsor. The Board member is responsible for bringing the sponsoring organization's issues, concerns and proposed projects to the Board, then reports back to the sponsor.

POLICY ADMINISTRATION. The Board of Directors continues the legal and corporate existence of the Foundation as a non-profit corporation 501(c)(3). Ensures that agency meets legal requirements of the conduct of the Foundation's business and affairs. Responsible for adopting by-laws and ensuring that the Board operates within them. Acts on proposed revisions to the by-laws. Adopts policies that determine the purposes, governing principles, functions and activities, and courses of action of the Board. Assumes ultimate responsibility for internal policies that govern the Board.

STRATEGIC PLANNING. Develop a long range strategic (area plan), and establish a short-range annual plan of work each year. Revise the strategic plan as needed.

EVALUATION. Regularly evaluates and reviews the Board's operations. Monitors the activities of the Board, including: reviewing reports of appropriate committees; confirming, modifying, or rejecting proposals; counseling and providing good judgment on plans of committees or the Coordinator; and considering, debating and deciding issues.

PUBLIC AND COMMUNITY RELATIONS. Gives sponsorship and prestige to the Board and inspires confidence in its mission and services. Understands and interprets the work of the Board to the community and sponsors. Relates the mission and services to other agencies to achieve the betterment of the Foundation service area.

PERSONNEL. Participates in recruitment, selection and development of Board members where primary responsibility for this activity is assigned to a nominating committee.

Encourage the participation of minorities and females on the Board of Directors, committees and functionary teams. Ensure that all people are treated with dignity and respect. All programs and services of the Foundation are offered on a nondiscriminatory basis, without regard to race, color, national origin, age, sex, religion, marital status or handicap.

FINANCE. Approves and monitors the corporate finances of the Foundation. Creates a financial climate for fulfilling the Board's mission. Insures that sufficient funds are available for the Board to meet its mission. Authorizes and approves the annual audit. Responsible for all expenditures dealing with Board owned property, projects, and grants unless a committee has been designated for this purpose.

COMPENSATION. There is no compensation for Board members to attend Board, committee, or functionary team meetings. Travel and other related authorized expenses maybe reimbursable by the Treasurer. All expenses not reimbursed may be usable as tax deductible gifts to the Foundation within the limits established by law.

TIME REQUIREMENTS. Attend quarterly Board of Directors meetings in January, April, July and October. Meetings are generally scheduled the last Wednesday of the month. Typically, meetings conclude with lunch. Time expenditures will average one day each quarter including travel time and review of advance materials.

TRAVEL POLICY

The Foundation travel policy states: "All travel shall be subject to authorization and approval by the Board of Directors. Travel expenses while in official travel status shall be allowed as follows:

- (1) Public Transportation shall be utilized if feasible. For air travel, less than first class shall be used, if available. Under justifiable circumstances and for expediency, the Executive Committee may authorize other travel means including chartered aircraft.
- (2) Official travel in privately owned vehicles shall be reimbursed at a rate equivalent to the rates paid by the Federal Government.
- (3) The per diem allowance for absence from the Purchase area (for more than 10 hours) shall be allowed at the rate of per diem meal allowances, plus actual lodging (see item 5). A day shall be divided into quarters and reimbursement for meal allowance shall not exceed one quarter of the rate for each six hour period or any fraction thereof.
- (4) Other necessary expenses may be authorized and approved for reimbursement at the actual level. Such expenses may include taxicab, parking, toll, telephone, service charge, and other similar expenses. Any exceptions must be approved by the Executive Committee in advance of travel event.
- (5) Reimbursement for lodging shall be at actual cost of required lodging. The Foundation limits lodging reimbursement to current Federal Government reimbursement rates based on travel destination.

Travel costs are allowable for expenses for transportation, lodging, subsistence, and related items incurred by employees who are in travel status on official business. These costs may be charged on an actual basis; on a per diem or mileage basis in lieu of actual costs incurred; or a combination of the two. Provided the method used is applied to an entire trip and results in charges consistent with those normally allowed in like circumstances in Foundation sponsored activities.

Each staff person or board member seeking reimbursement shall submit a travel voucher to the Foundation office on conclusion of the travel event. These travel vouchers are then submitted to the Treasurer for written approval.

Allowable costs to be claimed on a travel voucher for approved travel within the Jackson Purchase Area are as follows:

- ☐ Mileage in a privately-owned vehicle
- ☐ Telephone charges
- ☐ Copying charges for documents
- ☐ Actual toll charges
- ☐ Registration fees

A travel voucher form shall be used when filing for reimbursement of expenses for travel.

All travel expense shall be calculated from the place of work unless the President authorizes a variance. An example of such variance would be where mileage from an employee or Board member's residence is in the best interest of the Foundation.

Policies Governing Board Travel To Conferences

Board members will be eligible to attend conferences at Foundation expense only if they have participation in at least two-thirds of the Board meetings for the previous 12 months; or two-thirds of the meetings since the effective date of their appointment to the Board, if they have been members of the Board less than one year. Board members meeting these criteria may be eligible to attend one out-of-state conference and one in-state conference at Foundation expense. Exceptions to this policy may be granted by the Executive Committee and Board President when determined to be in the best interest of the Foundation.

Board members that carry designated responsibility for the Foundation such as the Executive Committee, Committee chairmen or other Board members designated by the Board, may attend any additional conference authorized by the Board of Directors. That designated member will arrange transportation to and from conferences by the most efficient and economical means available. Any Board or staff wishing to travel by means other than the above, must have approval of the President for reimbursement.

Allowable costs to be claimed on a travel voucher for travel outside the Jackson Purchase area are as follows:

- ☞ • Mileage of a privately owned vehicle
- ☞ • Toll charges
- ☞ • Parking fees
- ☞ • Room costs, within limitations
- ☞ • A per diem allowance
- ☞ • Cab fares
- ☞ • Registration fees
- ☞ • Air accommodations
- ☞ • Rental car use
- ☞ • Other prior approved expenses incurred that the Executive Director authorizes.

Travel Policies Synopsis

1. All out-of-area travel must be approved by the Board of Directors, with as much advance notice as possible.
2. All travel plans in and out of our area should be focused on general Foundation activities, and other staff should have the opportunity to gain any utility from the trip.
3. Review our Travel Policies to insure full payment of your expenses. If it is necessary to have extraordinary reporting travel costs on a voucher, discuss this with the President.
4. In coordination of out-of-area trips, one car will be used whenever possible. On any trip exceeding a 200 mile distance, involving two or more staff members, for an appointment before noon, overnight travel to the meeting is the standard. Any such travel where an appointment is concluded before 4:30 p.m., return that night is the standard, however, no trip exceeding 200 miles must be completed in the same 24-hour period.
5. For out-of-state travel, mileage or air fare from PAH or BNA will be paid at whichever is the lowest cost to the Foundation.

GENERAL TRAVEL PROCEDURES

DO NOT DRINK AND DRIVE!

Travel

All travel arrangements shall be subject to authorization and approval by the Board of Directors prior to the date of departure. Exceptions can be made only with the approval of the Executive Director and President.

All staff is encouraged to use USDA vehicles when possible. However, in the event you must use your own vehicle, mileage will be reimbursed at the federally approved rate. A voucher must be completed indicating number of miles and cost to receive reimbursement.

Registration Fees

Registration fees are an allowable cost according to Foundation Travel Policies. Whenever possible, these costs should be indicated in the travel request so that they may be paid in advance.

Hotel Reservations

Reservations may be confirmed by a Foundation credit card. However, if your travel plans change, be careful not to let the guarantee lapse. You will be responsible for the payment if you do not cancel your reservation in the event of travel plan changes. The "government rate" must be requested and obtained when possible

Car Rental

Although it is customary to use office vehicles when traveling out-of-area, it may be more feasible to use a rental car. For example, when a group of board members are traveling together to two separate locations and it is determined both will need access to a car, it may be more economical to travel together in a car and rent a car once you reach your destination.

When possible, prior approval of the Executive Director is needed to rent a car. Your plan to use a rental car should be indicated, as mode of travel in advance to the authorized trip. Arrangements for acquiring the rental car should be made through the Executive Director.

Air Accommodations

All air flight arrangements must have prior approval of the Board.

Travel itineraries, hotel reservations, car rentals, registration fees, and air tickets should be coordinated through the Foundation office.

Appendix 1: BY-LAWS

BYLAWS

of the

JACKSON PURCHASE RESOURCE CONSERVATION AND DEVELOPMENT FOUNDATION, INC

ARTICLE I

Introduction

- Section 1. **Definition of Bylaws.** These Bylaws constitute the code of rules adopted by the Jackson Purchase Resource Conservation and Development Foundation, Inc. for the regulation and management of its affairs.
- Section 2. **Purpose and Powers.** This corporation will have the purposes or powers as may be stated in its Articles of Incorporation, and such powers as are now or may be granted hereafter by the laws of the United States and the Commonwealth of Kentucky. The general purposes of the Corporation are to accelerate the conservation, development and utilization of natural and social resources of Ballard, Calloway, Carlisle, Fulton, Hickman, Graves, Marshall, and McCracken Counties, the Jackson Purchase geographic area of Kentucky and Obion County, Tennessee; to improve the general economic activity, and to enhance the quality of the environment and standard of living; without regard for race, color, national origin, age, sex, religion, marital status or handicap. In furtherance of its general purposes, the particular purposes of the Corporation are community development, rural development, environment, natural resources, education, health care, agriculture, recreation, wildlife and youth development.

ARTICLE II

Membership

- Section 1. **Definition of Membership.** The members of this corporation are those entities having membership rights in accordance with the provisions of these bylaws. They may also be known as the Sponsors.
- Section 2. **Classes of Members.** This corporation will have four classes of Members which are designated as Regular, Associate, Individual, and Advisor. Each

Regular and Associate Member shall designate one person as its representative to this corporation.

Section 3. **Qualifications of Members.** The qualifications of Members of the membership classes of this corporation are as follows:

- (A) Regular Members are (i) the County Governments of Ballard, Calloway, Carlisle, Fulton, Hickman, Graves, Marshall and McCracken of Kentucky and Obion County, Tennessee; (ii) the Conservation Districts of the above mentioned counties; and (iii) the incorporated cities located within the above listed counties.
- (B) Associate Members are the nonprofit organizations, special purpose districts, local, state, and federal agencies, which the Board of Directors may from time to time approve for membership as an associate.
- (C) Individual Members are those people who deem natural resource conservation and community development important. Membership is contingent upon contribution to the Corporation. The amount of acceptable contribution is to be determined by the Board of Directors.
- (D) Advisors may be designated by the Board of Directors as the Corporation may from time to time deem. The Natural Resources Conservation Service and the Purchase Area Development District shall be considered continually to be a said Advisor.

Section 4. **Voting Rights of Members.** The voting rights of Members of the Membership are as follows:

- (A) The Regular and Associate Members shall have one vote each on each motion, action, or resolution submitted to a vote of the membership.

The Advisor and Individual Members shall have no voting rights.

Section 5. **Members' Dues.** The annual dues payable to the corporation by Regular and Associate Members will be in such amount as may be determined from time to time by resolution of the Board of Directors. The initial annual dues shall be One Hundred Dollars (\$100). The initial annual dues will be payable and submitted in full by January 1, 1995. Future annual dues will be payable by July 1 of each year. The failure to pay any annual dues may result in loss of membership, membership privileges, and member support.

Section 6. **Assessment.** Regular and Associate Membership will be subject to assessment of special dues on the following bases: the Board of Directors by two-thirds (2/3) vote of all Board Members determines that assessment needs to be made of Regular and Associate Members. The failure to pay any assessment may result in loss of membership, membership privileges, and member support.

Section 7. **Place of Members' Meetings.** Meeting of the Members will be held at the

principal place of business of the Corporation or at any other place within or without the Commonwealth of Kentucky as designated in the Notice of the Meeting.

- Section 8. **Annual Members' Meeting.** The Annual meeting of the Members will be held during the month of July of each year.
- Section 9. **Special Members' Meeting.** Special Meeting of the Members may be called by any of the following:
- (A) The Board of Directors;
 - (B) The President; or
 - (C) Ten Members requesting that the President of the Board of Directors call a special meeting provided such request sets forth purposes of the special meeting.
- Section 10. **Notice of Members' Meeting.** Written notice stating the place, day and hour of meeting and in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than ten (10) nor more than thirty-five (35) days before the date of the meeting, either personally, electronically or by mail, by or at the direction of the President or Secretary or persons calling the meeting, to each Member entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the member at the address as it appears on the records of this Corporation, with postage thereon paid.
- Section 11. **Members' Proxy voting.** A Member may vote either in person or by proxy executed in writing by the Member or by its duly authorized attorney-in-fact. Proxy ballots will be obtained from the principal place of business. The proxy shall remain affective until revoked.
- Section 12. **Quorum of Members.** The percent of Members entitled to vote representing in person or by proxy which constitutes a quorum at a meeting of Members will be fifty-one percent (51%) of the votes entitled to be cast in such manner. The vote of a majority of the votes entitled to be cast by the Members present or represented by proxy at a meeting at which quorum is present is necessary for the adoption of any matter voted on by the Members, unless a greater proportion is required by KRS 273.161 to 273.390, the Articles of Incorporation of this Corporation, or any provision of these Bylaws.
- Section 13. **Transferability of Membership.** Membership in this Corporation is nontransferable and non-assignable.
- Section 14. **Termination of Membership.** Membership will terminate in this Corporation on either of the following events, and for no other reason:

- (A) Receipt by the Board of Directors of the written resignation of a Member, executed by such Member or its duly authorized attorney-in-fact.
- (B) The failure of a Member to pay dues of assessments on or before their due date.

Before a membership terminates for any reason other than the resignation of a Member, the Member will be given an opportunity to be heard before the Board of Directors. A Member terminating membership status for any reason may be completely and automatically reinstated upon correcting the causes of termination.

ARTICLE III

Directors

- Section 1. **Definition of Board of Directors.** The Board of Directors is that group of persons vested with the management of the business and affairs of this Corporation subject to the law, Articles of Incorporation, and these Bylaws. The Board of Directors may also be known as the Council.
- Section 2. **Structure of Board.** The Board of Directors of this Corporation will constitute a single class.
- Section 3. **Qualifications of Directors.** The qualifications for becoming and remaining a Director of this Corporation are as follows:
- (A) Directors must be resident of the Commonwealth of Kentucky or the State of Tennessee.
 - (B) Directors must be the designated representatives of either Regular or Associate Members of this Corporation.
 - (C) Directors maybe nominated and approved by the Board as At-Large Directors. There shall be a limit of 8 Directors designated as At-Large within the constraints of Section 4 of this Article.
- Section 4. **Number of Directors.** The number of Directors of this Corporation will not be less than three (3) at any time. Furthermore, the number of Directors may vary from time to time between a minimum of three (3) and a maximum of forty (40) with the amount to be determined by majority vote of the current directors. No decrease in the number shall have the effect of shortening the term of any incumbent director.
- Section 5. **Terms of Directors.** The Directors constituting the initial Board of Directors as named in the Articles of Incorporation will hold office until July, 1996. Whereupon, the duly appointed Directors representing the incorporated city regular Members will serve a one year term; the duly appointed Directors

representing the county governments regular members will serve a two year term; the duly appointed Directors representing the Conservation District regular Members and all associate Members will serve a three year term. Thereafter, Directors will be elected for a term of three (3) years. Directors will server an indefinite term at the pleasure of their respective Sponsor. At-Large Directors shall serve four year terms. Each Director will hold office for the term for which elected and until a successor has been selected and qualified.

- Section 6. **Vacancies of the Board.** Resignation of a Director will become effective immediately or on the date specified therein and vacancies will be deemed to exist as of such effective date. Any vacancy occurring in the Board of Directors, and any directorship to be filled by reason of an increase in the number of Directors, will be filled by affirmative vote by a majority of the remaining Board of Directors, though less than a quorum of the Board of Directors may exist. The new Director elected to fill the vacancy will serve for the unexpired term of the predecessor in office.
- Section 7. **Place of Directors' Meetings.** Meetings of the Board of Directors, regular or special, will be held at the registered office of this Corporation or at any other place within or without the Commonwealth of Kentucky, as provided or such place or places as the Board of Directors designates by resolution duly adopted.
- Section 8. **Regular Directors' Meetings.** Regular meetings of the Board of Directors will be held during the first month of each calendar quarter.
- Section 9. **Call of Special Board Meetings.** A special meeting of the Board of Directors may be called by either:
- (A) President
 - (B) The Executive Committee; or
 - (C) A number constituting a quorum of the Board of Directors directing that the President of the Board of Directors call a special meeting.
- Section 10. **Notice of Directors' Meetings.** Written or printed notice stating the place, day and hour of any meeting of the Board of Directors will be delivered to each Director not less than seven (7) nor more than thirty-five (35) days before the date of the meeting, either personally, electronically or by first class mail, by or at the direction of the President or the Secretary. If mailed, such notice will be deemed to be delivered when deposited in the United States mail addressed to the Director at his address as it appears on the records of this Corporation, with postage prepaid. Such notice need not state the business to be transacted at, nor the purpose of, such meeting.
- Section 11. **Waiver of Notice.** Attendance of a Director at any meeting of the Board of Directors will constitute a waiver of notice of such meeting except where such

Director attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened.

Section 12. **Quorum of Directors.** Those Directors present at a meeting having received proper notice will constitute a quorum. The act of a majority of the Directors present at a meeting when a quorum is present will be the act of the Board of Directors unless a greater number is required under the provisions of the Articles of Incorporation of this Corporation, or any provision of these Bylaws.

Section 13. **Director's Proxy Voting.** A Director may vote either in person or by proxy executed in writing by the said Director or by their duly authorized attorney-in-fact. No proxy will be recognized as valid after eleven (11) months from the date of its execution unless expressly provided otherwise in the proxy.

Section 14. **Funds and Endowment Management.** The Board of Directors shall direct and monitor the distribution of all funds exclusively for the Corporation's charitable purposes. The Board shall have the power:

- (A) To modify any restriction or condition on distribution of funds for the Corporation's specified charitable purposes or to specified organizations if in the sole judgement of the Board, the restriction or condition becomes, in effect, unnecessary, incapable of fulfillment, or inconsistent with the charitable needs of the nine county area;
- (B) To replace any participating trustee, custodian, or agent for breach of fiduciary duty under state law; and
- (C) To replace any participating trustee, custodian, or agent for failure to produce a reasonable return of net income over a reasonable period of time.
- (D) To the extent permitted by law, to authorize secured transactions or other dispositions of corporate assets without approval by the Members.

ARTICLE IV

Officers

Section 1. **Roster of Officers.** The officers of this Corporation will consist of the following personnel:

- (A) President
- (B) Vice-president
- (C) Treasurer
- (D) Secretary
- (E) Past-President

- Section 2. **Selection of Officers.** Each of the Officers of this Corporation will be elected or appointed for a one year term by the Board of Directors. Each officer will remain in office until a successor to such office has been selected and qualified. The first such election will take place at the annual meeting of the Board of Directors in July, 1996 being effective on August 1, 1996. Every year thereafter at the October meeting of the Board of Directors, there will be an election of Officers with the one year term commencing in the first day of November that year.
- Section 3. **Multiple Officeholders.** In any election of Officers, the Board of Directors may elect or appoint a single person to any two or more offices simultaneously, except the office of President must be held by a separate individual. Officers if not Directors of the Corporation serve ex-officio as Directors of this Corporation without voting privilege, except in the case of a tie vote of the Board, the President, if not a Director, may cast the deciding vote.
- Section 4. **President.** The President will be the Chief Executive Officer of this Corporation and will, subject to the control of the Board of Directors, supervise and control the affairs of the Corporation. The President will perform all duties incident to such office and such other duties as may be provided in these Bylaws or as may be prescribed by the Board of Directors. The President may be known as Chairman.
- Section 5. **Vice-President.** The Vice-President will perform all duties and exercise all powers of the President when the President is absent or is otherwise unable to act. The Vice-President will perform other such duties as may be prescribed by the Board. The Vice-President may be known as Vice-Chairman.
- Section 6. **Secretary.** The Secretary will keep minutes of all meetings of Members and of the Board of Directors, will be the custodian of the corporate records, will give all notices as are required by law or these Bylaws, and, generally, will perform all duties incident to the office of Secretary and such other duties as may be required by law, by the Articles of Incorporation, or by these Bylaws, or which may be assigned from time to time by the Board of Directors.
- Section 7. **Treasurer.** The Treasurer will have charge and custody of all funds of this corporation, will deposit the funds as required by the Board of Directors, will keep and maintain adequate and correct accounts of the Corporation's properties and business transactions, will render reports and accountings to the Directors, quarterly, or as required by the Board of Directors, annually to the Members and as required by law. The Treasurer will perform in general all duties incident to the office of Treasurer and such other duties as may be required by law, by the Articles of Incorporation, or by these Bylaws, or which may be assigned from time to time by the Board of Directors.
- Section 8. **Past-President.** The Past-President will serve on the Executive Committee and represent the President as he so directs in the affairs of the Corporation

Section 9. **Removal of Officers.** Any officer elected or appointed to the office may be removed by whenever in their judgement the best interests of this Corporation will be served. However, such removal will be without prejudice to any contractual rights of the Officer so removed. Election of an officer shall not of itself create such contract rights.

ARTICLE V

Executive Director

Section 1. **Executive Director.** The Board of Directors may appoint an Executive Director, who shall be in charge of the operation of the Jackson Purchase RC&D Foundation, Inc. and related programs. The Executive Director shall be responsible for its administration and activities, according to policies established by the Board. He or she shall have the authority to employ and dismiss other personnel of the staff according to the policies approved by the Board. The Executive Director shall submit an annual report at a designated meeting on the conditions and activities of the organization and related programs and he or she shall make such recommendations in regard thereto as he or she sees fit. The Executive Director shall submit informal progress reports at all meetings of the Board and the Executive Committee and he or she shall call to their attention any matters requiring action or notice. The Executive Director shall be an ex-officio member of the Board of Directors, may be an ex-officio member of all committees. , and shall have no financial document execution authority. Additionally, the Board of Directors, upon recommendation of the Executive Committee, shall have the authority to terminate the Executive Director except when the Executive Director is the United States Department of Agriculture's RC&D Coordinator.

Section 2. **Employing Executive Director.** The Executive Committee shall have the authority to advertise for, interview, and recommend to the Board of Directors an Executive Director when necessary. The Board of Directors shall have the authority to hire and set the terms of the financial contract for the Executive Director. A majority of the Board of Directors must vote to hire or terminate the Executive Director.

Section 3. **Absence of Executive Director.** At such time when there is not an Executive Director employed by the corporation, or in the absence of the Executive Director when employed, the president shall assume the duties of the Executive Director and be responsible for the day-to-day activities of the corporation as provided for in these bylaws and the policy and procedure manual of the corporation.

ARTICLE VI

COMMITTEES

- Section 1. **Definition of Directorial Committees.** This Corporation may have certain Directorial Committees, each of which will consist of two (2) or more Directors. Such Directorial Committees will have and exercise some prescribed authority of the Board of Directors in the management of this Corporation. However, no such Committee will have the authority of the Board in reference to affecting any of the following:
- (A) Amending, altering, or repealing of the Bylaws.
 - (B) Electing, appointing, or removing of any such committee, or any director, or officer of the Corporation; except the Endowment Directorial Committee may add or remove its own members if they are not directors of this Corporation.
 - (C) Amending the Articles of Incorporation, restating articles of incorporation adopting a plan of merger or adopting a plan of consolidation with another corporation.
 - (D) Authorizing the sale, lease, exchange, or mortgage of all or a substantial part of the property and assets of this Corporation.
 - (E) Authorizing the voluntary dissolution of this Corporation or revoking proceedings thereof.
 - (F) Adopting a plan for distribution of assets of this Corporation, except the assets managed by the said Directorial Committee under agreement with the Corporation.
 - (G) Amending, altering, or repealing of any resolution of the Board of Directors.
 - (H) Submission to Members of any action for which the approval of members is required under the law.
 - (I) Action on matters committed by Bylaws or resolution of the Board to another Committee of the Board.
- Section 2. **Appointment of Committees.** The Board of Directors, by resolution duly adopted by a majority of the Directors, will designate and appoint one or more Directorial Committees and delegate to such Committees specific and prescribed authority on the Board of Directors to exercise in the management of this Corporation. However, the creation of such Directorial Committees will not operate to relieve the Board of Directors, or any individual Director, of any responsibility imposed on such personnel otherwise by law.
- Section 3. **Executive Committee.** The Executive Committee as a Directorial Committee will always be operative as part of the corporate management and with the following specific and prescribed authority of the Board to exercise in the management of this Corporation.

Furthermore, the particular Directors to be serving from time to time thereon are to be annually designated and appointed by the Board of Directors in a resolution. In addition, the scope of such Committees' authority may from time to time be changed if legally permissible. Hence, where legally permissible, the Executive Committee can act for the Board in the day-to-day management of the Corporation in the absence of action by the Board.

The Officers of the Corporation shall serve on the Executive Committee.

Section 4. **Endowment Committee.** The Endowment Committee as a Directorial Committee will be operative as part of the endowment management in each County. There shall be one Endowment Committee per county that has established an Endowment. The Endowment Committee will be made up of the Corporation's Directors from said county and local Endowment stakeholders, where the local members have a sufficient number to constitute a majority of the Endowment Committee members. The local members may be endowment fund donors.

The Endowment Committee will operate under an endowment agreement with the Corporation. The agreement will establish the policies and procedures for receiving gifts, property, and bequests; receiving requests for grants; distribution of endowment proceeds; and continuation of the endowment if the Committee ceases to exist.

Each Endowment Committee shall present an Annual Report by April 30th of each year of operation to the Board of Directors. The Annual Report shall include a projects and programs progress report, a detailed financial statement, and a plan of work for the next year. The Annual Report will be in a format prescribed in the Corporations policies and procedures manual.

Section 5. **Functionary Committees.** The Board of Directors, by resolution may designate and appoint certain Functionary Committees designed to transact certain ministerial business of the Corporation or to advise the Board of Directors. Such Committees consisting of at least two (2) Board Members will be chaired by a Director or Officer as designated by the Board. The Chair will proceed to select the remaining members of said committee or appoint successors at such Chairman's discretion. A Functionary Committee will have no authority which is not permitted by the laws of the Commonwealth of Kentucky. The Board may terminate any such Committee by resolution.

Section 6. **Standing Functionary Committees.** The Corporation may have the following Standing Functionary Committees, each of which will be chaired by a Director or Officer designated by the Board of Directors, and may consist of any other designated representative as per Article VI, Section 5 of these Bylaws, or personnel of the Corporation appointed by such Chairman:

- (A) Water Resources Committee.
- (B) Recreation and Tourism Committee.
- (C) Waste and Recycling Committee.
- (D) Economic Development Committee.
- (E) Agricultural Resource Committee.
- (F) Environmental Concerns Committee.
- (G) Forestry Committee.
- (H) Land Use Committee.
- (I) Special Projects Committee.
- (J) Education Committee
- (K) Community Development Committee
- (L) Transportation Committee

ARTICLE VII

Operations

- Section 1. **Fiscal Year** The Fiscal Year of this Corporation will begin on January 1 and end on December 31.
- Section 2. **Execution of Documents.** Except as otherwise provided by law, checks, drafts, promissory notes, and orders for the payment of money, and other evidences of indebtedness of this Corporation will be signed by the Treasurer and countersigned or by the President and an agent duly approved by the Board of Directors. any two members of the Executive Committee if they exceed a value of one three hundred dollars (\$300). For said checks, drafts, or orders for the payment of money of a value less than one three hundred dollars (\$300) the signatory can be the Treasurer or an agent duly approved by the Board of Directors. Grant proposals, grant agreements, Memorandums of Agreement, and like documents for activities approved by the Board of Directors shall be signed by the President or in his absence the Vice-President; where there is an Executive Director employed by the Foundation he/she may be designated as signatory by the Board of Directors.
- Section 3. **Books and Records** This Corporation will keep correct and complete books and records of account, and will also keep minutes of the proceedings of its Members, Board of Directors, and Directorial Committees. The Corporation will keep at its registered office a membership register giving the names, addresses, and showing classes and other details of the membership of each, and the original or a copy of its Bylaws including amendments to date certified by the Secretary of the Corporation.
- Section 4. **Inspection of Books and Records.** All books and records of this Corporation may be inspected by any Member, or his agent or attorney, for any proper purpose at any reasonable time on written demand under oath stating such purpose.

- Section 5. **Nonprofit Operations - Compensation.** This Corporation will not have or issue shares of stock. No dividend will be paid, and no part of the income of this Corporation will be distributed to its Members, Directors, or Officers. However, the Corporation may pay compensation in a reasonable amount to Members, Officers, or Directors for services rendered.
- Section 6. **Loans to Management.** This Corporation will make no loans to any of its Directors or Officers.
- Section 7. **Miscellaneous Provisions.**
- (A) No Member or Incorporator of this Corporation may have any vested right, interest, or privilege of, in, or to the assets, functions, affairs, or franchises of the Corporation, or any right, interest, or privilege which may be transferable or inheritable, or which will continue if its membership ceases, or while it is not in good standing.
 - (B) Expelled Members shall have no property rights.
 - (C) The corporation: (i) will distribute its income for each tax year at such time and in such manner as not to become subject to the tax on undistributed income imposed by Sec. 4942; (ii) will not engage in any act of self-dealing as defined in Sec. 4941(d); (iii) will not retain any excess business holdings as defined in Sec. 4943(c); (iv) will not make investments in any manner as to subject it to tax under Sec. 4944; (v) will not make taxable expenditures as defined in Sec. 4945(d) of the Internal Revenue Code, any future tax code, or KRS 273.400.
 - (D) On dissolution after either (i) the payment or discharge of all liabilities of the Corporation and expense related thereto; (ii) the return, transfer, or conveyances of assets held on conditions requiring the same in the event of dissolution or liquidation; and/or (iii) the transfer or conveyance of assets received and held subject to limitations permitting their use only for charitable, religious, eleemosynary, governmental, educational, or similar Federal Income Tax purposes under Section 501(c)(3) of Internal Revenue Code of 1986, as amended, the assets remaining in this Corporation may be distributed to an entity which qualified as exempt charitable organization for Federal Income Tax purposes under Section 501(c)(3) of Internal Revenue Code of 1986, as amended, or any future such law.
 - (E) All programs will be conducted in compliance with the nondiscrimination provisions as contained in Title VI and VII of the Civil Rights Act of 1964, as amended, the Civil Rights Restoration Act of 1987 (PL 100-259) and other nondiscrimination statutes; namely, Section 504, of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975 and accordance with the regulations of the Secretary of Agriculture (7CFR-15, Subparts A & B) which provide that no person in the United States shall, on the grounds of

race, color, national

(F) origin, age, sex, religion, martial status, or handicap/disability be excluded from participation in, or be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal financial or technical assistance from the Department of Agriculture or any agency thereof.

(G) The Corporation will comply with federal laws concerning restrictions on lobbying, a drug-free workplace, and responsibilities for non-procurement, suspension, and disbarment.

ARTICLE VIII

Indemnification and Liability

Section 1. **Indemnification.** A director of the Corporation shall not be personally liable to the Corporation for monetary damages for breach of duty as a director, except for liability (i) for any transaction in which the director's personal financial interest is in conflict with the financial interest of the Corporation; (ii) for acts or omissions not in good faith or which involve intentional misconduct or are known to the director to be a violation of law; (iii) for any transaction from which the director derived an improper personal benefit; or as provided and required under the provisions of KRS 273.248.

Section 2. **Limitation of Liability.** No member of this Corporation shall ever be held liable or responsible for contracts, debts, or default of this Corporation in any further sum than the unpaid dues, if any owing by him or her to the Corporation, nor shall any mere informality in organization have effect of rendering these articles of incorporation null or exposing the members to liability other than as above provided.

Section 3. **Bylaws Review.** The President shall appoint a committee to review and update the bylaws every two (2) years effective with the date of these bylaws. This committee shall review and update the bylaws and present recommendations for bylaw changes to the Board of Directors within sixty (60) days of their appointment.

ARTICLE IX

Amendments

Section 1. **Amendment of Articles.** The power to alter, amend, or repeal the Articles of Incorporation of this Corporation is vested in the Board of Directors. Such action must be taken pursuant to a resolution approved by a two-thirds majority of the Directors at a duly called meeting.

Section 2. **Modification of Bylaws.** The power to alter, amend, or repeal these Bylaws, or to adopt new Bylaws, insofar as is allowed by law, is vested in the Board of Directors upon resolution approved by majority vote of the entire Board at a duly called meeting.

ARTICLE X

Adoption of Bylaws

Section 1. **Adoption of Bylaws.** These bylaws were duly discussed and approved by unanimous vote of the Board of Directors on November the 30th, 1994 at Mayfield, KY.

Section 2. **Signatory Officers:**

Dan Ellison, President
Otis P. Templeton, Vice-President
Jeanie Fraser, Secretary-Treasurer

Section 3. **Signatory Directors:**

| | |
|----------------------|-----------------|
| Dan Bowles | Rita Burton |
| Marty Carraway | Vanoy Cox |
| Bill Graves | Henry G. Hodges |
| Tom Hodges | Charles Boggess |
| Scott Smith | Tony Smith |
| Jim Stephens | Robert Strow |
| James P. Throgmorton | Bertram Willett |

Section 4. **Amendments.** The Board of Directors amended these bylaws by unanimous vote at their regular meeting January 26, 1995. Changes were made to the following articles:

Article III,

Section 1: "also be known as sponsors"

Section 2: "members proxy voting power"

Article IV,

Section 1: "Board of Directors known as Council"

Section 13: "Directors could send proxy"

Section 14: "Management of funds"

Article VI,

Section 5: "may have...Education, Community Development Committees"

Section 5. **Amendments.** The Board of Directors amended these bylaws by unanimous vote at their regular meeting October 28, 1998. Changes were made to the following articles:

Article I,

Section 2: added “Obion Co. TN”

Article II, deleted

Article III, renumber to Article II

Section 2: added “Individual Members”

Section 3(A): added “Obion Co. TN”

Section 3(C): added “Individual Members”

Section 4(B): added “Individual Members”

Section 5: changed “January to July”; changed “shall render the Member liable to expulsion” to “may result in loss of membership. membership privileges, and member support”

Section 6: changed “shall render the Member liable to expulsion” to “may result in loss of membership. membership privileges, and member support”

Section 7: changed “registered office” to “principal place of business”

Section 11: changed “No proxy will be recognized as valid after eleven (11) months from the date of its execution unless expressly provided otherwise in the proxy.” to “Proxy ballots will be obtained from the principal place of business. The proxy shall remain affective until revoked “Proxy ballots will be obtained from the principal place of business. The proxy shall remain affective until revoked.”

Article IV, renumbered to Article III

Section 3(A): added “or the State of Tennessee”

Section 3(C): deleted

Section 6: added “or until a successor has been selected and qualified”

Section 10: changed “21” to “35”

Section 12: changed “A majority of the whole Board of Directors will constitute a Quorum.” to “Those Directors present at a meeting having received proper notice will constitute a quorum”

Article IV,

Section 1: added “Past-President”

Section 2: changed “July” to “October”

Section 8. added “**Past-President.**”

Article V, added in its entirety “Executive Director”

Article VI

Section 1: modified in its entirety to correspond more directly with KRS.221

Section 4: added in its entirety

Section 4 & 5: renumber to 5 & 6 respectively

Section 6: added “Transportation Committee”

Article 8, Section 3 added in its entirety

Various corrections of grammar and one word changes too numerous to list.

Section 6. **Amendments.** The Board of Directors amended these bylaws by unanimous vote at their regular meeting October 31, 2001. Changes were made to the following articles:

Article VII,

Section 2: added “and” after money; removed “other evidences of indebtedness” in the first sentence.

Removed “the Treasurer and countersigned by the President” replacing it with “any two members of the Executive Committee”

Changed “one” hundred to “three” hundred dollars.

Section 6. **Amendments.** The Board of Directors amended these bylaws by unanimous vote at their regular meeting October 20, 2004. Changes were made to the following articles:

Article III

Section 3. Added (C) At-Large Board members

Section 5. Deleted “The Directors constituting...(3) years”; added “Directors will server an indefinite term at the pleasure of their respective Sponsor. At-Large Directors shall serve four year terms.”

Section 14. Deleted “ Part (D) To the extent permitted...the Members.

Article V.

Section 1. Deleted “, and shall have...Coordinator.”

Article VII.

Section 2. Major revision, to require 2 signatures for all orders of payment assigning that responsibility to the Treasurer or President and an agent. Added, “Grant proposals, grant agreements, Memorandums of Agreement, and like documents for projects approved by the Board of Directors shall be signed by the President or in his absence the Vice-President; where there is an Executive Director employed by the Foundation he/she may be designated as signatory by the Board of Directors.”

Appendix 2: What is RC&D?

What is RC&D?

The Jackson Purchase RC&D Foundation, Inc. would like to thank Pat Larr, District Conservationist from Indiana, for answering this important question.

The acronym “RC&D” is short for Resource Conservation and Development. RC&D is a unique process that helps people protect and develop their economic, natural, and social resources in ways that improve their area’s economy, environment, and quality of life. Local RC&D Councils provide a way for people to plan and implement projects that will make their communities a better place to live. They bring together people, needs, concerns, opportunities, and solutions.

RC&Ds were established in the Agriculture Act of 1962 to provide a program that empowered rural people to help themselves. The focus on local direction and control has made RC&D one of the most successful rural development programs of the Federal Government.

Can anyone be involved in RC&D?

Yes *ANYONE*...

- Who believes that one person can make a difference.
- Who wants to be involved in making things happen in their community, county, region, or state.
- Who wants to see natural resources utilized without adversely affecting the environment.
- Who wants to improve the quality of life in their community.

Your local RC&D offers many opportunities for you to get involved and make things happen. It doesn’t matter if you live in the city or the country; or if you are business owner or a housewife; there’s always a place for you in RC&D. They are constantly seeking private citizens, businesses, and organizations to become members of committees or to participate in planning projects, identifying priorities, or just helping with one activity.

If you are presently involved in a community project, seek out the RC&D. They may be able to provide you with technical assistance or funding, or put you in touch with private and public organizations, which can help you reach its goals. You may want to consider working with the RC&D to start new projects in your community or region.

How is an RC&D Organized?

An RC&D covers several counties. RC&D areas include adjacent counties that have substantial natural resources to use for economic improvement and community betterment. Sponsors make application to the USDA Secretary of Agriculture for authorization. Once authorized, the USDA is committed to providing both financial and technical assistance.

RC&Ds can increase or decrease in size. New counties may join or charter counties may decide to go with other RC&Ds. USDA must approve requests for expansion.

Who are the RC&D Sponsors?

The local County of Commissioners and the Soil and Water Conservation District's Board sponsor each RC&D Council locally and voluntarily in each county. In Indiana, the Purdue University Cooperative Extension Service Board (county level) is a major sponsor of most RC&Ds. Sponsors can also include cities and towns, townships, civic organizations, regional planning bodies, local non-profit organizations, Indian tribal bodies, and others.

Sponsors are active in the RC&D and appoint qualified representatives to serve on the Council to represent their interests. Sponsors provide input into the Council's plan of work through their representative.

What is an RC&D Council?

RC&D Councils are non-profit, tax-exempt organizations within the state and are 501(c)(3) entities by Internal Revenue Service determinations. This standing makes them eligible to secure grant funds from private foundations and others, to receive private individual donations, to become holders of property, etc., as allowed by their by-laws.

RC&D Councils are made up of people just like you, who want a better life for themselves, their children, and future generations. RC&D Council representatives and alternates are volunteers who assist the RC&D.

Each RC&D Council operates independently, addressing the concerns and problems within their RC&D area. However, RC&Ds are more than willing to share ideas and information to keep others from reinventing the wheel.

Do RC&Ds Receive Any Funding?

An authorized RC&D receives funding from the USDA through the Natural Resources Conservation Service (NRCS). The NRCS provides for a full-time coordinator to work with the council to identify problems, establish goals and objectives, build strategies and implement plans. They also provide for a part-time assistant, office space, some equipment and supplies, and a government vehicle for the staff.

Other sources of funding and operative expenses come from:

- Applying for grants
- Workshop registration fees
- Selling publications/materials
- Fundraisers
- Private foundations
- Endowment funds

- Sponsor or member dues

Non-dollar, in-kind (technical and labor) assistance is also received from NRCS and other USDA agencies, SWCDs, and IDNR.

What type of assistance does an RC&D provide for a project?

RC&Ds identify agencies or organizations that can assist in completing each step of the project plan, to serve as sources of technical assistance and to provide financial resources if needed. RC&Ds provide the vehicle for achieving a goal and completing projects. However, a project is not an “RC&D project” in the sense that an RC&D does everything. Local leadership and support are key elements for any successful project.

Types of assistance available include:

- Identifying potential funding sources
- Working with grant
- Serving as a conduit for “pass-through” grants
- Helping with grant administration
- Organizing events
- Hiring multi-county employees
- Conducting tours and educational events
- Serving as an umbrella organization for new non-profits and foundations
- Coordinating technical assistance
- Conducting research
- Coordinating mailings
- Conducting information campaigns

The amount and kind of assistance depends on the type of project and the Council’s wishes.

What can RC&Ds do that other organizations can’t?

Within an RC&D, you can do anything the local people want to do as long as it fits within the Council’s ong range plans and goals for the area. For example, an RC&D can:

- Create a park
- Provide a community facility
- Open a tourist attraction
- Correct erosion problems
- Work on water quality issues
- Promote local industry
- Build a timber bridge
- Provide funding for rural emergency medical services and equipment
- Preserve a historical site
- Promote use of modern telecommunications technology in rural areas
- Provide animal waste technical assistance

- Develop a wildlife habitat restoration or wetland education area
- Build a greenway trail
- Stabilize a storm water channel
- Provide funding for windbreak projects

RC&Ds are not entities of government; therefore the usual policies and constraints of local, state, and federal government programs do not limit them in the kinds of issues they decide to address or how they decide to do it. Local people on the Council determine the types of concerns, projects and activities in which they will become involved. RC&Ds lean towards projects that have not (or cannot) be addressed by other entities such as their Conservation Partners (SWCDs, NRCS, CES, etc.).

USDA Nondiscrimination Statement

"The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, sex, religion, age, disability, political beliefs, sexual orientation, and marital or family status. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD).

To file a complaint of discrimination write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 14th and Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice or TDD). USDA is an equal opportunity provider and employer."

Appendix 3: Employee Handbook

Jackson Purchase Resource Conservation and Development Foundation, Inc.

Employee Handbook

2004

Jackson Purchase RC&D Foundation, Inc.
2715 Olivet Church Road
Paducah, KY 42001
www.jpf.org

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I. Introduction

The Jackson Purchase RC&D Foundation, Inc. is a non governmental, nonprofit 501(c)(3), charitable tax-exempt corporation founded in 1994 to bring local people and local organizations together to identify resource problems/opportunities and seek solutions to these problems, without sacrificing economic growth or environmental quality. Jackson Purchase RC&D Foundation, Inc. serves Ballard, Calloway, Carlisle, Fulton, Graves, Hickman, Marshall, and McCracken Counties in Kentucky.

Jackson Purchase RC&D Foundation, Inc (JPF) receives direct and inkind funding for program and project activities. Sources of funding include: nonprofit organizations, private foundations, public foundations, corporate foundations, individuals, government, businesses, and industry.

JPF has a Board of Directors comprised of members of the community. The Board of Directors establishes our mission and policies and the President is charged with implementing them. It is the Executive Committee's responsibility to hire, supervise and make personnel decisions regarding all employees, although the Executive Committee may choose to delegate some of these responsibilities to other managerial staff within the Foundation.

Because of our charitable mission and our public support, we believe that JPF's employees have a special responsibility to adhere to the highest standards of ethics and professionalism in representing the Foundation and carrying out our mission.

II. Purpose of This Employee Handbook

This Employee Handbook is intended to serve as a guideline, describing the basic personnel policies and practices. It is not intended to create, and is not a contract of employment. No contractual rights are conferred on the employee by this Employee Handbook; its provisions shall not constitute contractual obligations enforceable against Jackson Purchase RC&D Foundation, Inc. The employees of JPF are terminable-at-will, meaning that either the employee or JPF may terminate the employment relationship at any time, with or without cause.

JPF reserves the right to make changes, from time to time, with or without notice, in the policies and practices described in this Handbook. Moreover, because it is impossible to anticipate every situation that may arise, JPF reserves its right to address a situation in a manner different from that described herein if, in JPF's discretion, the circumstances so warrant.

If you have questions about the policies and procedures described in this Handbook, or suggestions for improvement, please see the President or a member of the Board of Directors.

III. Equal Employment Opportunity

Jackson Purchase RC&D Foundation, Inc is committed to a policy of equal employment opportunity, and does not discriminate in the terms, conditions, or privileges of employment on account of race, color, religion, national origin, sex, age, physical or mental disability, or otherwise as may be prohibited by federal and state law.

Any employee who believes that s/he or any other employee of JPF has been discriminated against is strongly encouraged to report this concern promptly to the Executive Committee.

JPF also has a policy prohibiting discriminatory harassment, including sexual harassment. This policy is described in Sections XII and XIII below.

IV. Terms and Conditions of Employment

A. At-Will Status

Employees of JPF are employed at will, which means that they are not hired for any definite period of time and either they or JPF may terminate the employment relationship at any time, with or without cause. The only exception to this rule would be an employee who, due to unusual circumstances, has been provided a promise of employment for a particular length of time, which is in writing and signed by the President of the Board of Directors.

Only the Executive Committee or the Full Board of Directors has the authority to make any promises to employees regarding the duration of employment; to be binding, such promises must be in writing and signed by the President to the Board of Directors. If you believe that you have been made any promises to the effect that your employment will continue for some definite period of time, and that you are not an at-will employee, please consult with the President immediately.

B. Classification of Employees

Full-time employees are those employed to work on a regular basis for at least 40 hours per week. They are eligible for all benefits described in this Handbook, so long as they meet the applicable requirements, such as length of service. These employees may be permanent or temporary employees.

Part-time employees are those employed to work on a regular basis for fewer than 40 hours per week. They are eligible for only those benefits that they have been promised in writing (signed by the President to the Board of Directors), or that are stated in this Handbook to be available to part-time employees. These employees may be permanent or temporary employees.

Temporary employees are those hired with the understanding that their employment will not continue beyond a stated date or beyond completion of a specified project or projects. They are eligible for only those benefits that they have been promised in writing (signed by the President of the Board of Directors).

All employees of JPF, whether full-time, part-time, or temporary, are employed at will. See previous section regarding at-will employment.

Independent contractors are those non-employees who are paid on a fee-for-service basis to perform certain specified services. Volunteers are those who provide services to JPF without financial compensation, other than reimbursement of authorized expenses. Neither independent contractors nor volunteers are considered employees of JPF; thus, they are not covered by this Employee Handbook.

C. Exempt/Non-exempt Employees; Overtime Pay

When hired, you will be told whether your position is “exempt” (meaning, among other things, you are exempt from the overtime pay requirements of the Fair Labor Standards Act) or “non-exempt” (meaning you are covered by the overtime requirements).

Generally speaking, exempt employees are those whose jobs are primarily executive, administrative, or professional in nature, as defined by federal regulations, and who are paid on a salary basis, again as defined by federal regulations. Generally speaking, non-exempt employees are those whose jobs are primarily inspecting goods, performing maintenance work, repairing machines, cleaning, routine clerical tasks, etc.

1. Exempt Employees and Overtime

The primary work requires either advanced knowledge customarily acquired by specialized study or originality and creativity. Employees must use discretion and independent judgment. Employees’ work must be intellectual and varied, not standardized. No more than 20 percent of employee’s workweek can be spent in non-exempt tasks.

Exempt employees are responsible for working as many hours as necessary to get the job done, but may check with their supervisors to arrange for compensatory time, which may be granted when, in the supervisor's discretion, it is appropriate and circumstances permit.

2. Non-exempt Employees and Overtime

If you are non-exempt, you will be paid overtime, at the rate of one and one half times your regular hourly rate of pay, for any hours worked beyond 40 hours in a given work week. However, non-exempt employees must obtain advance permission from the President before working more than 40 hours in a work week.

For overtime purposes, the work week begins Sunday at 12:01 a.m. and ends Saturday at midnight. Only those hours that are actually worked by the employee will be considered "hours worked" in computing whether overtime is due and, if so, how much. Scheduled and unscheduled absences and time off for holidays, vacation, sickness, jury duty, bereavement leave or military leave, or for other reasons, will not count as hours worked for this purpose.

Non-exempt employees may not take compensatory time in lieu of overtime pay, unless the compensatory time is taken within the same work week in which the extra hours were worked. For instance, if this week you work 12 hours on Monday, it is permissible (with the advance consent of your supervisor) to work only four hours on Tuesday, so that by the end of the week you will not have worked over 40 hours. In fact, your supervisor may require that you take such compensatory time. However, you may not wait until the next week to take the four hours off and use that in lieu of overtime pay.

D. Time Sheets

All employees (including exempt, non-exempt, full-time, part-time and temporary) are responsible for completing and submitting time sheets.

E. Reporting to Work

The regular, full-time work day is from 8:00 a.m. to 4:30 p.m., with a thirty minute lunch period. If you are away from work or late for any reason and have not received advance permission for the absence, please call your supervisor before 8:30 a.m. to report your absence or lateness. **Absence without notice for three days may be considered a voluntary resignation.**

F. Maxiflex Work Schedule

The basic work requirement of a full-time employee consists of an eight-hour day, 40-hours a week, and 80-hours in the biweekly pay period. Employees on maxiflex must have established duty hours.

Employees may vary their established starting and, subsequently, their established ending time for their eight-hour day up to one-half hour without supervisor notification, and more than one-half hour with prior supervisory notification, so long as they are at work during the core time (9:30 a.m. to 2:30 p.m.). This notification is to allow supervisors to schedule meetings, conferences, etc., and is not required for employees on approved travel days. For example, an employee who has a half hour lunch break can one day work a schedule of 7:00 a.m. to 3:30 p.m. and the next day work from 7:30 a.m. to 4:00 p.m.

Employees who work more than eight (8) hours in a day are entitled to earn compensatory time, up to a maximum of two (2) hours per day. Employees cannot earn compensatory time on a holiday. Earning compensatory time does not require approval from supervisor; however, using compensatory time does require approval from thier supervisor. Compensatory time is earned and used in 15 minute increments and compensatory balances are carried forward from pay period to pay period. Full-time employees working approved maxiflex schedules cannot carry forward, from pay period to pay period, more than 24 compensatory hours. Part-time employees on the maxiflex schedule cannot carry forward from one pay period to the next. Compensatory time cannot be used until they are earned.

V. Compensation and Benefits

A. Pay

Employees are paid biweekly, on or about the Wednesday following the end of each pay period. Actual date may vary due to weekends and holidays.

B. Bonuses (Salaried Employees Only)

Bonuses, when paid, are a matter of discretion, not of right. That is, whether a bonus will be paid in a particular year will depend upon a number of factors to be considered by the Executive Committee and/or Board of Directors. JPF makes no promise regarding the

payment of bonuses, and employees should not expect to receive a bonus. The fact that a bonus may be granted once, or more than once, does not mean that it will be granted again in the future, or that, if granted, it will be in the same amount.

C. Expenses

Employees must obtain the advance consent of their supervisor before incurring expenses for which they will seek reimbursement. **Approved expenses must be documented, with original receipts attached, and submitted within 30 days of the date on which they were incurred.** Expenses held longer than 30 days may not be reimbursed unless unusual circumstances caused the delay in seeking reimbursement. Examples of expenses include travel, training, supplies, etc. while away from the office, etc. ALL expenses must be approved in advance of expenditure or JPF may refuse reimbursement.

D. Benefits

This section describes the fringe benefits currently offered to employees of JPF. Except where indicated, these benefits are available only to full-time employees. **This section does not apply to temporary employees, whose benefits, if any, will be limited to those stated in writing by the President of the Board of Directors.**

JPF reserves the right, in its discretion, to change the nature of the benefits offered to employees, or to change insurance carriers, deductibles, premiums, or other features of any benefit. In addition, JPF may decide to discontinue one or more benefits. Covered employees will be notified of such changes or discontinuations as soon as practicable.

1. Paid Holidays

The Jackson Purchase RC&D Foundation, Inc. observes the following Federal holidays, plus any other days which the Board of Directors may so designate.

| | |
|----------------------|------------------|
| New Year's Day | Columbus Day* |
| M. L. King, Jr. Day* | Veterans Day* |
| President's Day* | Thanksgiving Day |
| Memorial Day | Christmas Day |
| Independence Day | |
| Labor Day | *Monday Holiday |

For full-time employees, when a holiday falls on a Saturday, the preceding Friday shall be observed. When a holiday falls on Sunday, the following Monday shall be observed. If an employee does work on a designated holiday, s/he will be permitted to take a different paid day off, to be selected by the employee with the consent of his/her supervisor.

Full-time employees are paid for each observed holiday (or substitute day off). Part-time employees are entitled to be paid for only those designated holidays,

substitute days off, or portions thereof on which they would ordinarily work, according to their regular, approved schedules. However, neither full-time non-exempt employees nor part-time non-exempt employees will be paid for a holiday unless they either worked on their regularly scheduled work days immediately preceding and immediately following the holiday, or they were out on approved vacation leave or sick leave on those days.

2. Vacation Leave

Vacation leave is provided for vacation periods, for taking care of personal business, and for emergencies. All employees are eligible to earn vacation leave except student interns and co-op students unless deemed otherwise by the Board of Directors.

Employees are to submit requests for vacation leave to their supervisor prior to the pay period in which the vacation leave is requested.

Full-time employees are credited with vacation leave at the beginning of each pay period as follows:

| | |
|--------------------------------------------|---------|
| Less than 3 years of service | 4 hours |
| 3 years of service, but less than 15 years | 6 hours |
| 15 years of service or more | 8 hours |

Leave Eligible Part-time employees are credited with vacation leave at the beginning of each pay period as follows:

| | |
|--------------------------------------------|-----------------------------------------------|
| Less than 3 years of service | 0.05 times the number of hours in pay status |
| 3 years of service, but less than 15 years | 0.075 times the number of hours in pay status |
| 15 years of service or more | 0.10 times the number of hours in pay status |

Employees cannot carry over more than 30 days (240 hours) from one leave year to another. Normally, vacation leave in excess of the amount an employee may legally carry over to a new leave year is lost. A new leave year begins with the first full pay period in January. Partial hours shall be rounded to the nearest whole hour. Less than one-half shall be rounded down, more than one-half shall be rounded up.

Employees are entitled to a lump-sum payment for all accumulated vacation leave to their credit at the time of their separation. Accumulated vacation leave consists of the following:

- The regular carry-over balance from the previous leave year, if any,
- Accrued and unused vacation leave during the current leave year, if any, and
- Any unused, restored vacation leave.

3. Sick Leave

Sick leave is intended to provide individuals with some degree of assurance against salary loss when sick. Most employees are eligible to earn sick leave. Interns and co-op students are not eligible to earn sick leave. There may be other cases where part-time employees may not earn sick leave. There is no limit to the amount of sick leave that can be accumulated.

Full-time employees are credited with sick leave at the beginning of each pay period as follows:

4 hours per pay period

Part-time employees are credited with sick leave at the beginning of each pay period as follows:

0.10 times the number of hours in pay status

Sick leave, if authorized or approved, can be taken at any time during the pay period in which it is earned. Partial hours shall be rounded to the nearest whole hour. Less than one-half shall be rounded down, more than one-half shall be rounded up.

Sick leave may be used as follows: personal sickness, bodily injury, physical or dental examinations/treatment, and exposure to a contagious disease when continued work may jeopardize the health of others, or care for an immediate family member.

An employee who is absent because of sickness must notify his/her supervisor as early as practicable on the first day of absence. Requests for sick leave to be used for medical, dental, or optional examination or scheduled treatment must be approved by the supervisor in advance. **Any approval of sick leave in excess of three workdays in one period of absence must be supported by written medical evidence acceptable to the supervisor.** If the period of absence is less than three working days, the supervisor can accept the employee's statement as to his/her incapacitation for work.

Supervisor may require a physician's certificate, as to the nature of an employee's illness and as to his/her physical capacity to resume duties for each occasion on which s/he uses sick leave, immediately upon his/her return to work. However, for periods of extended sick leave use or in instances where restrictive leave

policy becomes necessary, the supervisor may require the employee to provide medical evidence of incapacitation for duty before pre-approving or post-approving sick leave.

Acceptable medical evidence for continuing or extended use of sick leave must include a physician's diagnosis of the illness and a prognosis that is in sufficient detail that the supervisor can make a determination on when to reasonably expect the employee to be fit for duty.

4. Family and Medical Leave

Eligible employees may take up to 12 weeks per year of Family and Medical Leave for the reason of illness in the employee's family (includes mother, father, legal guardian, grandmother, grandfather, spouse, or child) which requires the care of the employee.

Family and Medical Leave will be unpaid, except under certain circumstances, an eligible employee may elect or the employer may require the employee to substitute accrued paid (vacation or sick) leave for the unpaid leave provided herein.

5. Bereavement Leave

Full-time and part-time employees who experience the death of a parent, parent-in-law, legal guardian, grandparent spouse, sibling, child, or grandchild, or a step-parent, step-sibling, step-child, or step-grandchild, may take up to three days of un-paid bereavement leave. An eligible employee may elect to substitute accrued paid (vacation or sick) leave for the unpaid leave provided herein.

6. Jury Duty

If you are selected for jury duty, you will be placed on leave. During the first week of this leave period, JPF will pay you the difference between your normal pay and the amount you are paid for serving as a juror, so long as you give your supervisor notice of your selection for jury duty within three business days of receiving the notice.

7. Military Leave

If you must be absent from work due to service in the uniformed services, please notify your supervisor as much in advance as possible, so that we may make plans for your absence. JPF complies with federal law regarding re-employment of persons who leave work to serve in the uniformed services.

8. Unpaid Leave

Full-time and part-time employees may request unpaid leave, not covered by any of the other policies included herein, by filing a written request with the President. The President may grant or deny the request, in his/her discretion, depending on the circumstances of the request and/or the needs of JPF. An employee does not accrue vacation leave or sick leave while on unpaid leave. If a request for unpaid leave is granted, JPF will, in its discretion, determine whether

any benefits will continue through the leave, and at what cost, if any, to the employee. This will depend upon a number of factors, including the nature and extent of the leave. Employee will be required to use any unused paid leave before unpaid leave will be granted.

9. Worker's Compensation

All employees of JPF are covered by worker's compensation insurance, as required by law. Employees must report any work-related injury or illness immediately to the President.

10. Health Insurance

JPF currently does not provide life insurance

11. Life Insurance, Dental Insurance and/or Disability Insurance

JPF currently does not provide life insurance, dental insurance, or disability insurance to its employees nor their families.

12. Pension Plan

JPF currently does not participate in a pension plan.

VI. Job Performance and Conduct

Generally, performance reviews of employees will be conducted on an annual basis, although usually a new employee will be reviewed at the end of the first three months, six month, twelve months and then on an annual basis as well. Performance reviews are intended to identify both those aspects of the job which are being performed well and those aspects that need attention. They are also a formal opportunity for you to express any concerns you might have about the job or about your employment with JPF. However, if you do have concerns, there is no need to wait until your next review to express them; your supervisor is available throughout the year to meet with you about issues, problems or questions related to your employment.

In addition to expecting employees to perform their jobs competently and reliably, JPF expects employees to conduct themselves in a professional, ethical and responsible manner that reflects well upon the Foundation, that promotes a spirit of cooperation and teamwork among employees, and that is respectful of the clients, volunteers, and members of the public with whom we interact. Failure to do so may lead to corrective action, including dismissal.

Although it is impossible to anticipate in advance every possible kind of misconduct that would be of concern to JPF and that could lead to corrective action, including dismissal, the following conduct is prohibited and will not be tolerated. This list of prohibited conduct is illustrative only and is not intended to be exhaustive:

- (1) Violation of any of the policies described in this Handbook or otherwise communicated to employees.
- (2) Conduct, including speech that physically harms or threatens others or that is abusive to or disrespectful of JPF's directors, employees, contractors, clients, volunteers or other persons involved with JPF.

- (3) Failure to adhere to the work schedule that has been established for you. This includes absence without notice to JPF, except where an emergency prohibited the giving of notice and notice was given as soon as reasonably possible.
- (4) Failure to be honest in your communications with JPF and/or falsifying records or other documents.
- (5) Theft or misappropriation of property owned by JPF, a co-worker, a client, or anyone else who has property that you may come into contact with through your employment.
- (6) Unlawful conduct during non-work hours that might lead our clients or the public to lose confidence in you or in JPF.
- (7) Insubordination.
- (8) Failure to conduct yourself in a professional and cooperative manner while carrying out your duties.
- (9) Neglect of duty; failure to perform your responsibilities in a manner acceptable to JPF.

A. Political Activity

JPF employees have a civic responsibility to support good government by every available means and in every appropriate manner. Each employee may join or affiliate with civic organizations of a partisan or political nature, may attend political meetings, may advocate and support the principles or policies of civic or political organizations in accordance with the Constitution and laws of the Commonwealth of Kentucky and in accordance with the Constitution and laws of the United States of America. However, no employee shall engage in partisan political activity while on duty or as representing JPF's position on a political party.

B. Gifts and Favors

No employee shall accept any gift, favor, or thing of value that may tend to influence the employee in the discharge of his/her duties.

This policy shall not prohibit:

- (1) Receipt of honorariums for the officers' or employees' participation in meetings;
- (2) Advertising items or souvenirs of nominal value;
- (3) Meals furnished at banquets or business dinners;
- (4) Receipt or exchange of gifts or favors between employees/members and their friends and/or relatives where it is clear that the motivating factor is a personal relationship rather than a business relationship.

C. Solicitations

In order to protect employees from unwanted interruptions, it is the policy of JPF that solicitations by outsiders for any reason and solicitations by employees on JPF property are forbidden.

D. Vehicle Use

JPF may provide vehicles for use by its employees to conduct its business. Personal use of a JPF vehicle is prohibited. No passenger is allowed in a JPF vehicle unless s/he is an employee, the passenger is being transported as a direct function of the Foundation, the passenger is a colleague traveling with the employee to some education or business related function, or the passenger is in distress and the employee is acting as a “good Samaritan.” Each employee that operates a JPF vehicle is cautioned to always obey all traffic laws of the Commonwealth of Kentucky; failure to do so may result in disciplinary action. Any employee involved in an accident while operating a JPF vehicle should immediately notify his/her supervisor. The accident shall be subject to review by the Board of Directors. The findings of the Board of Directors may result in disciplinary action. Employee will be held personally liable for any careless and reckless activity with JPF vehicles.

Occasionally, the practice of using one’s personal vehicle to conduct JPF business may arise. In this case, the employee should request authorization from his/her supervisor prior to using the personal vehicle, and may request reimbursement for the number of miles traveled. A record should be kept of the date, place traveled, and the number of miles traveled for each time an employee uses his/her personal vehicle. The employee shall be reimbursed by JPF, with the supervisor’s approval, at a rate per mile as approved by the Board of Directors. Upon the presentation of a written travel reimbursement request.

E. Property Issued to Employee

Any JPF property issued to an employee shall remain the property of JPF. The employee is responsible for returning all property issued if the employee terminates employment. Should the employee fail to return any property belonging to and issued by JPF, JPF shall use all means at its disposal, including legal action, to regain the property or the monetary value of the property.

Each supervisor shall be responsible for maintaining a record of the property issued for the personal use of the employee, and the collection of the property should the employee terminate employment with JPF. If the supervisor is unsuccessful in collecting the property at termination, the Board of Directors shall be notified as soon as possible in writing, detailing the property not collected with an estimated value of the property.

VII. Corrective Action; Dismissal

When performance issues are identified with respect to an employee, when instances of unacceptable conduct occur, or when for any reason the employment relationship has become problematic from the point of view of JPF, any of a variety of steps might be taken, up to and including termination. In most cases, the employee might be given an oral or written warning. In other cases, immediate probation, suspension (with or without pay), demotion, termination or

other corrective action might take place. JPF reserves its right to determine what it believes is an appropriate response, and to implement it.

VIII. Separation from Employment

As stated above, all employees of JPF are employed at will, meaning that they or the employer may terminate the employment relationship at any time, with or without cause. The following policies apply to those who are separating from JPF employment.

A. Notice

Employees are asked to give at least two weeks notice of resignation. Some employees, upon hiring, will be asked to give more notice than this, because of the nature of their employment. JPF reserves the right to pay a resigning employee for the notice period, but to prohibit the employee from working for JPF during that time.

B. Lay-offs

There may be times when JPF determines that it is necessary to make cutbacks or reductions in staff, leading to the lay-off of one or more employees. In determining which employee(s) shall be laid off, JPF may consider any and all factors that it deems relevant, including, without limitation: the needs of JPF as a whole; the skills, qualifications and performance histories of individual employees; anticipated changes in funding received or services to be provided by JPF; seniority; budgetary constraints; and any restrictions or guidelines imposed by law or by funding sources. The employee will not be eligible for unemployment insurance compensation upon separation.

C. Use of Grievance Procedures in Cases of Termination

Employees (other than temporary employees) who have been employed for at least one year and who are dismissed from employment may use the Grievance Procedures described in Section IX below to challenge the dismissal. However, JPF is not required to keep such employees on the payroll or enrolled in any benefits pending completion of the grievance process.

D. Pay Upon Termination

Upon voluntary or involuntary termination of the employment relationship, regardless of the reason, the employee will be paid any wages earned but not yet paid, and any accrued but unused vacation pay. Severance pay will be paid only as authorized in Section VIII:C, above.

IX. Grievance Procedure

If an employee who has been continuously employed by JPF for at least one year, and is not a temporary employee, feels that inappropriate corrective action has been taken against him/her, and the employee has been unable to resolve the matter informally by speaking with the supervisor, the employee may file a written grievance with the Board of Directors within 10 business days of the taking of the action. The Board of Directors will conduct an investigation of the incident, where appropriate, and will generally provide a written response to the employee within 30 business days. If more time is needed to respond to the complaint, the person filing the complaint will be so notified. The decision of the Board of Directors is final.

The filing of a grievance does not operate to suspend the action being complained of. For instance, if the employee is complaining that s/he was unfairly suspended without pay, s/he will remain suspended without pay for the period initially determined, unless and until the Board of Directors reverses the decision leading to the suspension. Similarly, JPF has no obligation to keep a terminated employee on the payroll or enrolled in any benefits not ordinarily available to terminated employees, pending completion of the grievance process. However, if the action is reversed, the Board of Directors may determine, in his/her discretion, that the employee should be reimbursed for some or all of the pay and/or benefits lost during the interim.

Temporary employees and employees who have not completed at least one year of continuous employment with JPF are not entitled to use the formal Grievance Procedure outlined above, but are encouraged to discuss any concerns they may have with their supervisor.

X. Confidentiality

JPF and its employees have an ethical and legal obligation to respect the privacy of our clients, and to protect and maintain the confidentiality of all information that we learn about our clients, their family members and friends in the course of providing services to them.

Client records are legally protected confidential records and must be treated as such. This means that client records maintained by JPD must be maintained and stored in file cabinets in the office at all times except when they are being reviewed or supplemented by an authorized employee. Client records should never leave the office, except as permitted by JPF's Confidentiality Policy.

Client records and client-related business (including the names of clients) should not be discussed with or disclosed to anyone except: co-workers who are specifically authorized under JPF's Confidentiality Policy to have access to such information; your supervisor; the Executive Director; any person authorized by the client to obtain information about the client from you (any such authorization must be in writing in a form approved by the Executive Director or President and must be retained in the client file); or any person with whom the Executive Director or President has authorized you to share the information. As tempting as it may be at times, it is illegal, unethical, and a violation of our Confidentiality Policy for you to discuss client matters with your friends, spouse, relatives, or anyone else, except those persons listed above, unless you are ordered to do so by a court or otherwise required to do so by law. If someone is insisting on obtaining information from you about a client, and the client has not authorized the disclosure, refer the matter to the Executive Director, or President.

Violations of JPF Confidentiality Policy are considered very serious and may result in disciplinary action, up to and including dismissal.

XI. Discriminatory Harassment

It is a violation of both federal and state law to harass anyone at work because of their race, color, age, religion, sex, disability, or national origin. JPF is committed to maintaining a workplace that is free of any such harassment.

If you believe that you have been subject to discriminatory harassment by a co-worker, supervisor, volunteer, client, vendor, or by anyone else during the course of your employment, please report your concerns immediately to your supervisor or the Executive Director or the

President. Retaliation against an employee by any person under JPF's control for opposing such harassment, for filing a bona fide complaint of discriminatory harassment or for providing information in good faith regarding another employee's complaint will not be tolerated.

Once a complaint of discriminatory harassment has been filed, an investigation will be conducted. The nature and extent of the investigation will depend upon the complaint. The intent is to obtain further information about the events/conduct complained of, to enable the person(s) named in the complaint to tell their side of the story, to determine whether discriminatory harassment has in fact occurred, and to develop an appropriate resolution. You may be asked to put your complaint in writing, or the person with whom you discuss your complaint might take notes and ask you to sign them. All employees are expected to cooperate with any JPF-sponsored investigation of a complaint of discriminatory harassment, upon the request of their supervisor or the Executive Director or President.

Any employee who is determined to have committed discriminatory harassment or retaliation or who fails to cooperate with a JPF sponsored investigation of discriminatory harassment or retaliation will be subject to disciplinary action, up to and including termination.

XII. Sexual Harassment

Sexual harassment is a form of discriminatory harassment and will be treated in accordance with the discriminatory harassment policy outlined above. However, because it is the subject of a great deal of controversy and misunderstanding, we have chosen to define it in more detail in this Handbook.

Sexual harassment is unwelcome conduct of a sexual nature when:

- (1) Submission to such conduct is made (explicitly or implicitly) a term or condition of the individual's employment;
- (2) Submission to or rejection of such conduct is used as the basis for employment decisions affecting the individual; or
- (3) The conduct has the purpose or effect of unreasonably interfering with the individual's job performance or creating an intimidating, hostile, or offensive working environment.

Examples of some of the kinds of conduct that violate our Sexual Harassment policy include:

- (1) Sexual assaults, including rape and molestation, and attempts or threats to commit these assaults;
- (2) Unwanted intentional contact of a sexual or suggestive nature, such as touching, pinching, patting, grabbing, kissing, or poking a person's body;
- (3) Unwanted sexual advances, propositions or comments, including sexually oriented gestures, jokes or comments about a person's sexuality or sexual experience;

- (4) Preferential treatment or the promise of preferential treatment to an employee for engaging in sexual conduct;
- (5) Displaying or publicizing pictures, posters, reading materials, calendars, objects, etc. that are sexually suggestive, sexually demeaning or pornographic; and
- (6) Disciplining or retaliating against an employee in any way because s/he has resisted, reported or complained about sexual harassment.

If you feel that you have been sexually harassed during the course of your employment, or if you believe you have witnessed another employee being sexually harassed, report your concerns immediately, as described in Section XI, above, "Discriminatory Harassment". The procedures outlined in that section will apply.

XIII. Smoking Policy

Because we wish to provide a healthy environment for all of our staff, volunteers and clients, smoking is prohibited throughout our offices; as well as in our vehicles, and at our meetings, workshops, and other functions.

XIV. Drug Free Workplace

JPF is committed to the well-being of our employees, to the safety of the workplace, and to the provision of high-quality services to our clients. For all of these reasons, we cannot tolerate the unlawful possession, use, manufacture, distribution, or dispensation of controlled substances in the workplace or during work time. Moreover, employees must come to work free from the influence of alcohol, illegal drugs, and unlawfully used prescription medications.

Any employee who violates this Drug Free Workplace Policy will be subject to disciplinary action, up to and including dismissal. Legal consequences may follow, as well.

Under federal law, any employee who is convicted of a criminal drug statute violation occurring in the workplace must notify his/her employer of the conviction within five days. We, in turn, would be required to notify any federal organization that provides grant money or a contract with which the employee is associated.

XV. Outside Employment

Employees of JPF must obtain the prior consent of their supervisor before accepting other work to be performed concurrently with their work here (i.e. a "moonlighting" job). This applies to outside employment that is or maybe a possible conflict. It does not apply to obviously unrelated activities, if the employee is in doubt s/he should assume it is in conflict and notify JPF. This requirement serves two purposes: (a) to ensure that the employee does not become involved in a conflict of interest, as could happen, for instance, if JPF provided counseling services to a woman, while the employee's other employer provided counseling services to the woman's estranged husband; and (b) to ensure that the employee is able to devote sufficient time and effort to perform effectively his/her work with JPF.

Acknowledgment

I have received a copy of the Jackson Purchase RC&D Foundation, Inc. Employee Handbook, have reviewed it and had the opportunity to ask my supervisor questions about it. I understand the policies described in the Handbook and agree to abide by them.

I understand that this Handbook does not represent a contract of employment, but rather serves as a guideline.

I acknowledge that no representative of JPF has promised me employment for any definite period of time and that no one is authorized to make such promises to me unless they are in writing signed by the President of the Board of Directors. I understand that as an employee of JPF, I am employed at will, meaning that either I or JPF may terminate my employment at any time, with or without cause.

I understand that this Employee Handbook, and the policies and benefits described in it, may be changed from time to time, with or without advance notice, at JPF's discretion.

Signed _____

Please Print Name _____

Date _____

Appendix 4: FORMS

The following pages are forms used in Foundation activities:

Project Request Form

Sample Fiscal Sponsorship Restricted Fund Agreement

Volunteer Profile

Travel Voucher

Earth Team Volunteer Application

Jackson Purchase RC&D Foundation, Inc.
2715 Olivet Church Road, Paducah, KY 42001
270-554-5242 x112, 270-554-5702 fax

Project Proposal

Project Name: _____

Contact Person: _____ Phone: _____

Sponsoring Entity: _____ Phone: _____

Address: _____

City: _____, KY ZIP _____

County(s)

Description of Project or Activity:

| |
|--|
| |
| |
| |
| |
| |

Describe the type of involvement requested from the Foundation:

| |
|--|
| |
| |
| |

Estimated project Cost: _____ Current funding available: _____

List other partners or participants: _____

The Foundation provides assistance to SPONSORS in completing projects that address natural resources management and conservation and human resource development. Sponsors are nonprofit agencies or like groups, non-governmental organizations, or governments agencies. Any individual or group in the eight county Jackson Purchase Area that has an idea for a project, needs to have one of the RC&D Sponsors or a Board Member support the proposal.

SAMPLE FISCAL SPONSORSHIP RESTRICTED FUND AGREEMENT

JACKSON PURCHASE RESOURCE CONSERVATION AND DEVELOPMENT FOUNDATION, INC.

FISCAL SPONSORSHIP GRANT AGREEMENT

On (date), the Jackson Purchase Resource Conservation and Development Foundation, Inc.(JPF)(Grantor), decided that financial support of the project described in the cover letter accompanying this Agreement will further Grantor's tax-exempt purposes. Therefore, Grantor has created a restricted fund designated for such project, and has decided to grant all amounts that it may deposit to that fund, less any administrative charge as set forth below, to Name (Grantee), subject to the following terms and conditions:

1. Grantee shall provide Grantor with its governing documents, a completed and filed IRS Form SS-4 or other documentation satisfactory to Grantor, showing Grantee's separate existence as an organization.
2. Grantee shall use the grant solely for the project described in the accompanying cover letter, and Grantee shall repay to Grantor any portion of the amount granted which is not used for that project. Any changes in the purposes for which grant funds are spent must be approved in writing by Grantor before implementation. Grantor retains the right, if Grantee breaches this Agreement, or if Grantee's conduct of the project jeopardizes Grantor's legal or tax status, to withhold, withdraw, or demand immediate return of grant funds, and to spend such funds so as to accomplish the purposes of the project as nearly as possible within Grantor's sole judgment. Any tangible or intangible property, including copyrights, obtained or created by Grantee as part of this project shall remain the property of Grantee.
3. Grantee may solicit gifts, contributions, and grants to Grantor, earmarked for Grantor's restricted fund for this project. Grantee's choices of funding sources to be approached, and the text of Grantee's fund-raising materials, are subject to Grantor's prior written approval. All grant agreements, pledges, or other commitments with funding sources to support this project via Grantor's restricted fund shall be executed by Grantor. The cost of any reports or other compliance measures required by such funding sources shall be borne by Grantee.
4. Grantor may make a reasonable assessment against the principal of the restricted fund for administrative expenses in accordance with Grantor's standard schedule of administrative assessments, as that schedule may be amended from time to time. Presently, the assessment applicable to the restricted fund is 2% per annum, which is charged monthly to the restricted fund at the rate of one-twelfth of 2% (.167%).
5. Nothing in this Agreement shall constitute the naming of Grantee as an agent or legal representative of Grantor for any purposes whatsoever except as specifically and to the

extent set forth herein. This Agreement shall not be deemed to create any relationship of agency, partnership, or joint venture between the parties hereto, and Grantee shall make no such representation to anyone.

6. JPF shall utilize the distributable funds of the Fund for the purpose of funding the net reasonable and necessary expenses of _____, a Kentucky non-profit corporation. The funds dedicated to this specific purpose may be transferred to in installments as reasonable and necessary to meet current expenditures as requested by , but no more frequently than monthly.
7. Grantee shall submit a full and complete report to Grantor as of the end of Grantee's annual accounting period within which any portion of this grant is received or spent. The initial report shall be submitted by Grantee no later than , 19_ and subsequent reports, if any, shall be due on the anniversary date of the initial report. The report shall describe the charitable programs conducted by the Grantee with the aid of this grant and the expenditures made with grant funds, and shall report on the Grantee's compliance with the terms of this grant.
8. This grant is not earmarked to be used in any attempt to influence legislation within the meaning of Internal Revenue Code (IRC) Section 501(c)(3). No agreement, oral or written, to that effect has been made between Grantor and Grantee.
9. Grantee shall not use any portion of the funds granted herein to participate or intervene in any political campaign on behalf of or in opposition to any candidate for public office, to induce or encourage violations of law or public policy, to cause any private inurement or improper private benefit to occur, nor to take any other action inconsistent with IRC Section 501(c)(3).
10. Grantee shall notify Grantor immediately of any change in (a) Grantee's legal or tax status, or (b) Grantee's executive staff or key staff responsible for achieving the grant purposes.
11. Grantee hereby irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless Grantor, its officers, directors, trustees, employees and agents, from and against any and all claims, liabilities, losses and expenses (including reasonable attorneys' fees) directly, indirectly, wholly or partially, arising from or in connection with any act or omission of Grantee, its employees or agents, in applying for or accepting the grant, in expending or applying the funds furnished pursuant to the grant or in carrying out the program or project to be funded or financed by the grant, except to the extent that such claims, liabilities, losses or expenses arise from or in connection with any act or omission of Grantor, its officers, directors, trustees, employees or agents.
12. The property of the restricted fund may be commingled with other property of Grantor for administrative purposes; however, whether or not the property from the restricted fund is commingled, such funds shall be non-interest bearing to the Grantee.

13. Grantor shall appropriately memorialize the restricted fund created by this Agreement in Grantor's annual report for as long as the restricted fund remains in existence.

14. grantor's official mailing address is:

2715 Olivet Church Road
Paducah, KY 42001

Grantor's telephone number is: (270) 534-8034

E:mail: info@jpf.org

Grantee's telephone number is: .

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky applicable to agreements made and to be performed entirely within such State.

15. This Agreement shall supersede any prior oral or written understandings or communications between the parties and constitutes the entire agreement of the parties with respect to the subject matter hereof. This Agreement may not be amended or modified, except in a writing signed by both parties hereto.

IN WITNESS WHEREOF,
the parties have executed this Grant Agreement effective on the _____ day of _____,
XXXX.

Grantor

JACKSON PURCHASE RESOURCE CONSERVATION AND DEVELOPMENT
FOUNDATION, INC.
Tax I.D. No. 61-12792962

By: _____
PRESIDENT & CEO

By: _____
Treasurer

Date:

Grantee:

Tax I. D. No.

By: _____

Title: _____

Date: _____

(This is an example of advisory committee. You may expand on its conditions as long as this basic information is included.)

**SCHEDULE A
Advisory Committee**

_____ **Fund**

1. **Number of Members.** The Advisory Committee shall consist of _____ members.
2. **Terms of Advisory Committee.** (Please state terms and procedure for filling vacancies, if applicable.)

3. Addresses and telephone numbers of the Advisory Committee:

Name: _____
Address: _____
City: _____ State: _____ Zip Code: _____

Name: _____
Address: _____
City: _____ State: _____ Zip Code: _____

Name: _____
Address: _____
City: _____ State: _____ Zip Code: _____

Jackson Purchase Resource Conservation and Development Foundation, Inc.

VOLUNTEER PROFILE

Name: _____ Date: _____

RC&D Sponsor: _____

Position/Title: _____

Address: _____

City: _____ ZIP _____

Phone: _____ FAX: _____

Please check those general areas of interest:

- Community Development
- Rural Economic Development
- Human Resources
- Cultural & Historical Resources
- Environmental & Natural Resources
- Council Operations
- Endowment Building
- Other _____

Education (Degrees or Areas of Special Interest):

Business Associations and Affiliations (include title and date of Offices held):

Volunteer/Civic involvement:

Honors and Notable Accomplishments:

Hobbies/Special Interests:

What special skill or knowledge can you contribute to the Foundation:

INFORMATION IS APPRECIATED BUT NOT REQUIRED