SAN BRUNO
Community Foundation

Board of Directors
Emily Roberts, President • Jim Ruane, Vice President • John P. McGlothlin, Secretary • Tim Ross, Treasurer
Raul Gomez • Nancy A. Kraus • Malissa Netane-Jones
Leslie Hatamiya, Executive Director

GOVERNOR'S EXECUTIVE ORDER N-25-20****
CORONAVIRUS COVID-19
AND SAN MATEO COUNTY HEALTH DIRECTIVE
FROM MARCH 14, 2020

On March 17, 2020, the Governor of California issued Executive Order N-29-20 suspending certain provisions of the Ralph M. Brown Act in order to allow for local legislative bodies to conduct their meetings telephonically or by other electronic means. Pursuant to the current Shelter-In-Place Order issued by the San Mateo County Health Officer which became effective on March 17, 2020, and which was updated and extended on April 29, 2020; the statewide Shelter-In-Place Order issued by the Governor in Executive Order N-33-20 on March 19, 2020; and the CDC's social distancing guidelines which discourage large public gatherings, the San Bruno Senior Center is no longer open to the public for meetings of the San Bruno Community Foundation Board of Directors.

If you would like to make a Public Comment on an item not on the agenda, or comment on a particular agenda item, please email us at info@sbcf.org or at mthurman@sanbruno.ca.gov. The length of all emailed comments should be commensurate with the three minutes customarily allowed per speaker, which is approximately 300 words total. Emails received before the special or regular meeting start time will be forwarded to the Foundation Board of Directors, and will become part of the public record for that meeting. If emailed comments are received after the meeting start time, or after the meeting ends, they will be forwarded to the Foundation Board of Directors and filed with the agenda packet becoming part of the public record for that meeting.

Individuals who require special assistance of a disability-related modification or accommodation to participate in this meeting, or who have a disability and wish to request an alternative format for the agenda, agenda packet or other writings that may be distributed at the meeting, should contact Melissa Thurman, City Clerk by 12:00 p.m. the day of the meeting at (650) 619-7070 or by email at mthurman@sanbruno.ca.gov. Notification in advance of the meeting will enable the San Bruno Community Foundation to make reasonable arrangements to ensure accessibility to this meeting, the materials related to it, and your ability to comment.

AGENDA

SAN BRUNO COMMUNITY FOUNDATION

Regular Meeting of the Board of Directors

September 2, 2020
7:00 p.m.

Zoom Meeting Details: https://sanbruno-ca-gov.zoom.us/j/91948209581?pwd=ZXNNdkhGb1puMkhKYkdBS3RFYlVtQT09
Webinar or Meeting ID: 919 4820 9581 (audio only)
Participant ID: #
Webinar or Meeting Password: 848330
Zoom Phone Line: 669-900-9128 (same webinar ID and password as above)

Board of Directors
Emily Roberts, President • Jim Ruane, Vice President • John P. McGlothlin, Secretary • Tim Ross, Treasurer
Raul Gomez • Nancy A. Kraus • Malissa Netane-Jones
Leslie Hatamiya, Executive Director

In compliance with the Americans with Disabilities Act, individuals requiring reasonable accommodations or appropriate alternative formats for notices, agendas, and records for this meeting should notify us 48 hours prior to meeting. Please call the City Clerk's Office at 650-616-7058.

1. **Call to Order/Welcome**

2. **Roll Call**

3. **Public Comment:** Individuals are allowed three minutes. It is the Board's policy to refer matters raised in this forum to staff for research and/or action where appropriate. The Brown Act prohibits the Board from discussing or acting upon any matter not agendized pursuant to State Law.

4. **Approval of Minutes:** June 3, 2020, Regular Board Meeting

5. **Executive Director's Report**

6. **Consent Calendar:** All items are considered routine or implement an earlier Board action and may be enacted by one motion; there will be no separate discussion unless requested by a Board Member or staff.

   a. Adopt Resolution Canceling the October 7, 2020, Regular Board Meeting

   b. Receive and Approve Treasurer's Report (May, June, and July 2020 Financial Statements)

7. **Conduct of Business**

   a. Receive Report from Investment Committee and Presentation from Sand Hill Global Advisors, LLC, Regarding SBCF's Investment Portfolio

   b. Receive Report from Ad Hoc Committee on Recreation and Aquatics Center Project

      i. Adopt Resolution Approving Strategic Grant to the City of San Bruno for Temporary Facilities Related to the Recreation and Aquatics Center Project in an Amount Not to Exceed $375,000

      ii. Adopt Resolution Approving Strategic Grant to the City of San Bruno for Business Plan Development Related to the Recreation and Aquatics Center Project in an Amount Not to Exceed $60,000

c. Receive Reports on COVID-19 Relief Grants

   i. Presentation by San Bruno Park School District Superintendent José Espinoza on the Teacher Laptop Grant in Support of Distance Learning

   ii. Presentation by Bay Area Entrepreneur Center Director Pcyeta Stroud on the Small Business Recovery and Assistance Program

   iii. Adopt Resolution Approving Strategic Grant to the Child Care Coordinating Council of San Mateo County to Support San Bruno Child Care Facilities through the Child Care Relief Fund in an Amount Not to Exceed $100,000

d. Adopt Resolution Creating Ad Hoc Committee on SBPSD 1:1 Technology Initiative

e. Adopt Resolution Creating Ad Hoc Committee on Tanforan Memorial

f. Receive Report on Other Programs (Community Grants Fund, Crestmoor Scholarship, and Other Strategic Grants)

g. Receive Report from Ad Hoc Committee on Strategic Planning Process

h. Receive Report from Ad Hoc Committee on Personnel

   i. Adopt Resolution Adopting San Bruno Community Foundation Employee Handbook

   ii. Adopt Resolution Amending San Bruno Community Foundation Retirement Savings Plan Document

i. Discuss Upcoming Officer Elections for 2021 Term

8. Board Member Comments

9. Adjourn: The next regular meeting of the Board of Directors will be held on Wednesday, November 4, 2020, at 7:00 p.m.

SAN BRUNO
Community Foundation

Board of Directors
Emily Roberts, President • Jim Ruane, Vice President • John P. McGlothlin, Secretary • Tim Ross, Treasurer
Raul Gomez • Nancy A. Kraus • Malissa Netane-Jones
Leslie Hatamiya, Executive Director

MINUTES

SAN BRUNO COMMUNITY FOUNDATION

Regular Meeting of the Board of Directors

June 3, 2020
7:00 p.m.

Meeting Conducted via Zoom

1. Call to Order/Welcome: President Roberts called the meeting to order at 7:03 p.m. She noted that Executive Director Leslie Hatamiya is unable to attend the meeting due to a family emergency and acknowledged all that Ms. Hatamiya had done to prepare for the meeting. On behalf of the Foundation, she expressed outrage over the killing of George Floyd and the many other Black and Brown people whose lives have been taken or harmed by systemic injustice and abuse of power.

2. Roll Call: Board Members Roberts, Ruane, McGlothlin, Ross, Gomez, Kraus, and Netane-Jones, present.

3. Presentations

Due to scheduling conflicts of several guests, President Roberts moved the two presentations ahead of Public Comment in the agenda.

a. Recognition of Outgoing San Bruno Community Services Director Joanne Magrini for her service to the San Bruno community and her support of the San Bruno Community Foundation

On behalf of the Board, President Roberts honored recently departed San Bruno Community Services Director Joanne Magrini, who was named the Director of Parks and Recreation for the City of Cupertino. She presented a framed proclamation to Ms. Magrini, acknowledging her contributions to the Foundation and the San Bruno community. She described Ms. Magrini as a collaborative partner with the Foundation, leading many discussions about the new San Bruno Recreation and Aquatic Center project and developing the sponsorship program for Community Day. Several other Board members also thanked Ms. Magrini for her partnership with the Foundation and work for the City. Ms. Magrini addressed the Board, thanking Board members for the recognition and Executive Director Hatamiya for her friendship and support.

Board of Directors
Emily Roberts, President • Jim Ruane, Vice President • John P. McGlothlin, Secretary • Tim Ross, Treasurer
Raul Gomez • Nancy A. Kraus • Malissa Netane-Jones
Leslie Hatamiya, Executive Director

b. Recognition of the 2020 Crestmoor Neighborhood Memorial Scholarship Recipients

President Roberts acknowledged the leadership of the Foundation's Executive Director, Leslie Hatamiya, and Program Consultant, Stephanie Rutgers, in administering the Crestmoor Neighborhood Memorial Scholarship program and thanked the volunteers who served on the selection panel. She first welcomed San Mateo County Supervisor Dave Pine, who made brief remarks congratulating the Crestmoor Scholars and whose office provided commendations from the Board of Supervisors for each Crestmoor Scholar. She then acknowledged the other dignitaries present, including San Bruno Mayor Rico Medina, Police Chief Ryan Johansen, City Attorney Marc Zafferano, Capuchino High School Principal Jesse Boise, and Patricia Flores of Skyline College, and welcomed back past Crestmoor Scholars Walter Manuofetoa, Muriel Butler, and Michelle Huang.

She then gave a brief summary of the creation of the Crestmoor Scholarship, which honors the community members who most directly endured the destruction of the 2010 gas pipeline explosion and resulting fire in San Bruno's Crestmoor neighborhood, and thanked the Joseph W Welch Jr Foundation for contributing $70,000 to the program this year. She addressed the 13 scholarship recipients and expressed admiration for their accomplishments in school as well as their success as young adults in recognizing the importance of being positive contributors to society.

President Roberts then introduced the 13 Crestmoor Scholars – Jumana Abdelgadir, Jun Chan, Isabella Da Silva, Tristan Davis, Karina Diaz Alvarez, Nadia Koshafa, Alannah Linden, Asia Lopez, Jomelline Umali, Pearl Ibeanusi, Jakarta Kumasi-Nakuru, Kaelynn Malani, and Eric Torres – and read short biographies about each.

On behalf of the high school and community college recipients, respectively, Ms. Abdelgadir and Mr. Torres expressed thanks to the Foundation for the scholarship recognition. Mr. Manuofetoa, a 2017 Crestmoor Scholar, reflected on what the Crestmoor Scholarship has meant to him, making the most of his educational experience, and the importance of giving back to one's community.

Mayor Media then congratulated the Crestmoor Scholars and reminded them of the circumstances behind the creation of the scholarship program.

Several Board Members commended the Crestmoor Scholars and their commitment to the San Bruno community. Pcyeta Stroud, Director of the Bay Area Entrepreneur Center of Skyline College, Principal Boise, Ms. Flores, Police Chief Johansen, and community member David Nigel also congratulated the Scholars. Crestmoor Scholar Kumasi-Nakuru expressed his gratitude and the opportunity he and his fellow Scholars have to make a difference.

At the conclusion of the presentation, the Board took a brief pause to allow those attending the Scholarship Presentation only to depart from Zoom and then resumed the meeting.

4. Public Comment: None.

5. Approval of Minutes: March 4, 2020, Regular Board Meeting and May 6, 2020, Special Board Meeting: President Roberts moved to approve the minutes of the March 4, 2020, Regular Board Meeting and May 6, 2020, Special Board Meeting, seconded by Vice President Ruane, approved 6-0 by roll call vote (Board Member Kraus abstaining because she was not present at the May meeting).

6. Executive Director's Report

On behalf of Executive Director Hatamiya, President Roberts gave an update on the Executive Director's activities over the past month, including supporting the City's Emergency Operations Center, preparations for tonight's Scholarship Presentation, preparing the budget and supporting the Investment Committee, preparing for the launch of the Community Grants Fund, and following up on the strategic grants approved in May. She also referenced the written Executive Director's Report in the Board meeting packet, which contained updates on the Foundation's insurance renewals, next engagement with the Foundation's information technology consultants and auditor, and website/e-newsletter traffic. She highlighted that Ms. Hatamiya is working on the conversion of the program consultant to a staff position; due to the additional workload resulting from the pandemic, Ms. Hatamiya decided to postpone the conversion until the beginning of September instead of the start of the new fiscal year and, under her contract authority as Executive Director, execute a new consulting agreement with Stephanie Rutgers for three months (July 1-September 30, 2020).

7. Consent Calendar

a. Adopt Resolution Canceling the July 1, 2020, and August 5, 2020, Regular Meetings of the Board of Directors

b. Adopt Resolution Approving Appointments to the Investment Committee

c. Receive and Approve Treasurer's Report (April 2020 Financial Statements)

Secretary McGlothlin moved to accept the Consent Calendar as presented, seconded by Vice President Ruane, approved unanimously by roll call vote.

8. Conduct of Business

a. Receive Report from Ad Hoc Committee on Recreation and Aquatic Center Project and Adopt Resolution Approving Strategic Grant to the City of San Bruno for City Compliance Review Related to the Recreation and Aquatic Center Project in an Amount Not to Exceed $1,061,611

On behalf of the Ad Hoc Committee on Recreation and Aquatic Center Project, Vice President Jim Ruane first introduced the City's new consultant managing the Recreation and Aquatics Center project, Audree Jones-Taylor, who expressed her excitement to work on this project and thanked the Board for the warm welcome. He noted that the Foundation is funding the Recreation and Aquatic Center project through a series of grants that will ultimately total $50 million and reported on the three grants the Foundation already approved and are in progress.

He then introduced Darcy Smith, the City's Director of Community and Economic Development, who presented a request from the City of the fourth grant funding the Recreation and Aquatics Center project for City compliance review activities. She explained the unique circumstances in which the City finds itself on this project, as both the regulatory agency and the project permit applicant, and that this grant will cover much of the expenses related to permits and regulatory work associated with the project. She reported the good news that the Planning Commission approved the project in May, which she characterized as a major milestone for the project. She then explained the various components of the grant, including permit fees, totaling $1,061,611.

Vice President Ruane moved to adopt the resolution approving a strategic grant to the City of San Bruno for City compliance review related to the Recreation and Aquatic Center Project in an amount not to exceed $1,061,611, seconded by Board Member Kraus, approved unanimously by roll call vote.

b. Receive Report on Other Programs (Community Grants Fund and Other Strategic Grants)

On behalf of Executive Director Hatamiya, President Roberts reported on the Foundation's other programs. With regard to the Community Grants Fund, she reported that the fifth annual cycle of the Community Grants Fund will launch at the beginning of July, when the online application will be available and staff will begin distributing marketing materials. She also reported that a community partner has committed to contributing $100,000 to the program this year and that a public announcement would be forthcoming.

She also reported on the three COVID-19 relief grants that the Board approved in May. With regard to the teacher laptop grant to support distance learning, she reported that Ms. Hatamiya agreed to a request from San Bruno Park School District Interim Superintendent Sharon Kamberg to use cost savings the district has uncovered in ordering the laptops to provide new devices to preschool teachers and some support staff, in addition to TK-grade 8 teachers as originally proposed.

With regard to the grant specifically supporting San Bruno businesses through the San Mateo Country Strong Small Business Grant Program, she reported that Ms. Hatamiya made the grant to the Silicon Valley Community Foundation (SVCF) and, to expedite the process of getting the funds to San Bruno small businesses, used a grant letter accompanying the grant check setting forth the terms of the grant, which SVCF accepted and countersigned, rather than the Foundation's usual grant agreement. She said that the San Mateo Credit Union (SMCU) received the Foundation's funds from SVCF last week, and 12

out of the 15 grants using SBCF funds were disbursed to San Bruno businesses yesterday; SMCU is waiting on signing documents for the other three.

Regarding the third COVID-19 relief grant – to the San Mateo County Community College District to enable Skyline College's Bay Area Entrepreneur Center (BAEC) to launch the San Bruno Small Business Recovery and Assistance Program – President Roberts introduced BAEC Director Pcyeta Stroud, who gave an update on the program. Ms. Stroud said that the need in San Bruno's small business community is great and that BAEC is experiencing challenges in meeting that need. She said BAEC has assembled a volunteer team that has already reached out to more than 200 businesses. BAEC has partnered with a number of community organizations to assist with both the outreach and the technical support, including the City, the San Bruno Police Department, the San Bruno Library, Renaissance Center, and other community colleges.

Finally, President Roberts reported that the grant agreement with the City for the Home Internet for Distance Learning Partnership has been executed and that 18 families have been provided with home internet access through CityNet Services.

c. Receive Report from Investment Committee

As Investment Committee Chair, Treasurer Ross reported on the Committee's latest quarterly meeting in May. He gave highlights of the report from Sand Hill Global Advisors (SHGA), the Foundation's investment adviser, which included the firm's investment outlook and a review of the performance of the Foundation's three investment accounts (Quasi-Endowment, Strategic Pool, and Liquidity Pool). He stated that the Foundation's investment portfolio recovered from the significant market volatility experienced in March and currently exceeds $75 million.

Treasurer Ross reported that the Committee reviewed the City's cash flow needs timeline for the Recreation and Aquatic Center, including about $17 million in fiscal year 2020-2021. He said that the Committee considered three options for covering the cash needs of the project in fiscal year 2020-2021 and ultimately decided to recommend to the Board a transfer of $15.25 million from the Strategic Pool to the Liquidity-Operating Pool (leaving $10 million in the Liquidity-RAC Pool).

He also reported that the Committee decided to follow last year's practice of recommending to the Board a Quasi-Endowment payout rate (1.70% this year) that would result in an amount ($295,681) sufficient to meet the cash flow needs for the Crestmoor Scholarship and the Community Grants Fund for the upcoming fiscal year.

Finally, Treasurer Ross reported that the Committee conducted its annual review of the Foundation's Investment Policy Statement and its Investment Operating Plan with SGHA, declining to recommend any amendments to either document.

d. Adopt Resolution Approving Fiscal Year 2020-2021 Budget, Setting the Quasi-Endowment Payout Rate for Fiscal Year 2020-2021, Approving Transfer from the Strategic Pool Investment Account to the Liquidity-Operating Subaccount for Fiscal Year 2020-2021, and Approving Transfer from the Liquidity-RAC Investment Subaccount to the Liquidity-Operating Subaccount for Fiscal Year 2020-2021

On behalf of Executive Director Hatamiya, President Roberts presented the fiscal year 2020-2021 budget to the Board. She explained that once the Board approves the budget, in accordance with the Bylaws, it will then be presented to the City Council on June 23 for approval.

She explained that, unlike most nonprofit budgets, the Foundation's budget is expense-driven rather than income-driven, and that the budget looks out of balance, with expenses at $43.2 million and funds available for operations at $16.5 million. She explained that this is because the Board will likely approve grants related to the Recreation and Aquatic Center totaling $42 million, which will show up as an expense in fiscal year 2020-2021. Only about $17 million in Recreation and Aquatics Center grant payments are expected to be paid in the fiscal year, and the Foundation's income is based on its cash needs for the year to cover operating expenses and program obligations.

She then went through the three categories of expenses (direct program expenses - $42,762,892, direct personnel expenses - $245,677, and non-personnel support costs - $194,124), for a total of $43,202,693. She noted that the Foundation's cash-flow requirements drive the transfers from net assets, the Foundation's primary source of "income." She explained the Foundation's cash-flow needs, with the Quasi-Endowment payout based on cash needs for the Crestmoor Scholarship and the Community Grants Fund and transfer from the Strategic Pool and the Liquidity-RAC Pool to cover Strategic Grants and operating expenses. Based on the Foundation's cash-flow needs, the Quasi-Endowment payout of 1.70%, as recommended by the Investment Committee, will be $295,681, the transfer from the Strategic Pool will be $15,861,933, and the transfer from Liquidity-RAC will be $340,000. She asked the Board to approve a multi-part resolution: (1) approving the fiscal year 2020-2021 budget and directing the Executive Director to submit the budget to the City Council for consideration, (2) approving the 2020-2021 Quasi-Endowment payout rate of 1.70%, resulting in a transfer of $295,681, (3) approving a transfer of $15,861,933 from the Strategic Pool to the Liquidity-Operating Pool, and (4) approving a transfer of $340,000 from the Liquidity-RAC Pool to the Liquidity-Operating Pool to cover 2020-2021 cash needs. She further explained that for the Strategic transfer, there is a recommendation (from the Investment Committee) that $15.25 million be moved toward the beginning of the fiscal year; for the other transfers, the Executive Director is given the discretion to divide the transfers into smaller increments, set the timing of the transfer of those increments, and to transfer less than the approved amount, based on the Foundation's cash flow needs.

Secretary McGlothlin moved to adopt the resolution approving the fiscal year 2020-2021 budget, setting the Quasi-Endowment payout rate for fiscal year 2020-2021, approving a transfer from the Strategic Pool investment account to the Liquidity-Operating subaccount for fiscal year 2020-2021, and approving a transfer from the Liquidity-RAC investment subaccount to the Liquidity-Operating subaccount for fiscal year 2020-2021, seconded by Vice President Ruane, passed unanimously by roll call vote.

Board of Directors
Emily Roberts, President • Jim Ruane, Vice President • John P. McGlothlin, Secretary • Tim Ross, Treasurer
Raul Gomez • Nancy A. Kraus • Malissa Netane-Jones
Leslie Hatamiya, Executive Director

9. Board Member Comments: Board Member Kraus commended President Roberts for her thoughtful remarks opening the meeting and her leadership throughout the meeting; she also expressed her gratitude for serving on this Board and said the Scholarship Presentation gives her hope.

10. Adjourn: Vice President Ruane moved to adjourn the meeting at 9:00 p.m., seconded by Treasurer Ross, approved unanimously.

Respectfully submitted for approval at the Regular Board Meeting of September 2, 2020, by Secretary John McGlothlin and President Emily Roberts.

John McGlothlin, Secretary

Emily Roberts, President

SAN BRUNO
Community Foundation

Memorandum

DATE: **August 28, 2020**

TO: **Board of Directors, San Bruno Community Foundation**

FROM: **Leslie Hatamiya, Executive Director**

SUBJECT: **Executive Director's Report**

Since the June 3, 2020, Board meeting, I have continued to focus on administering the Community Grants Fund and Crestmoor Scholarship programs, monitoring and developing strategic projects, preparing for the FY2020-2021 audit, and supporting the Investment and Personnel committees, all of which will be covered during the business portion of the September 2, 2020, regular Board meeting. In addition, I have handled a variety of other matters, including the following:

1. Annual Report

I am pleased to report that the Foundation's 2020 Annual Report will be mailed to all San Bruno addresses right before the Labor Day weekend. Like the last four years, the Annual Report is an eight-page, full-color, letter-sized brochure that provides an update on the Foundation's strategic initiatives, profiles of the 2020 Crestmoor Scholars, information about the Community Grants Fund (the 2019-2020 grant awards and application information for the current cycle), and financial information. We will post the Annual Report on the Foundation website, but due to COVID-19, we will be limited in making hard copies available at gathering places around town, such as City Hall, the Library, the Senior Center, and the Recreation Center, as they continue to be closed. Thank you to President Emily Roberts, Board Member Nancy Kraus, and Program Consultant Stephanie Rutgers for their editing and proofreading assistance, Mikko Design for graphic design work, and Inner Workings for printing and mail house services.

2. Fiscal Year 2020-2021 Budget

On June 23, the City Council approved the Foundation's 2020-2021 fiscal year budget, which the Board had previously approved on June 3. The budget includes nearly $42.8 million in direct program disbursements for the new Recreation and Aquatics Center project, the Crestmoor Neighborhood Memorial Scholarship, the Community Grants Fund, and other strategic grant initiatives. At the Council meeting, I also gave a brief presentation of the Foundation's highlights over the past year.

3. San Bruno EOC Support

I continue to provide support to the City of San Bruno's Emergency Operations Center as the volunteer coordinator. Of note, I have recruited volunteers for Second Harvest's monthly food distribution at Belle Air Elementary School and for several of the County's Verily COVID-19 testing site dates in San Bruno. I also continue to monitor the City's COVID-19 hotlines (email and phone) to receive requests for assistance from seniors and provide volunteer support.

4. Email Newsletter and Website Hits

Since the June 3 Board meeting, I have sent out three email blasts to the Foundation's email distribution list. One reported on the June Board meeting, and two announced the launch of the Community Grants Fund application period and invited potential applicants to attend a Grant Workshop. The report on the June Board meeting highlighting the Crestmoor Scholars received the most views. Of the approximately 700 emails sent each time, 28%-47% of the recipients opened the email.

According to Google Analytics, activity on the sbcf.org website has had minor spikes over the past three months, most likely as potential grant applicants have begun working on their Community Grants Fund applications. Between June 4 and August 25, 743 users engaged in 1,061 sessions on the Foundation website, for a total of 2,405 page views. The most visited pages were the home page and pages related to the Community Grants Fund.

SAN BRUNO
Community Foundation

Memorandum

DATE: **August 28, 2020**

TO: **Board of Directors, San Bruno Community Foundation**

FROM: **Leslie Hatamiya, Executive Director**

SUBJECT: **Consent Calendar for the September 2, 2020, Regular Board Meeting**

For the September 2, 2020, Regular Meeting of the Board of Directors of the San Bruno Community Foundation, the Consent Calendar includes two items related to administrative and operational functions of the Foundation:

1. Adopt Resolution Canceling the October 7, 2020, Regular Board Meeting

The Board is scheduled to have a regular monthly meeting on October 7, 2020 (the first Wednesday of the month). At this time, we do not anticipate the Foundation facing any pressing matters that would require Board attention or action. In consultation with the Board President, I recommend that the Board approve the resolution canceling the October Board meeting as part of the Consent Calendar.

2. Receive and Approve Treasurer's Report (May, June, and July 2020 Financial Statements)

The May, June, and July 2020 financial statements each consist of a Budget Report and Balance Sheet. The Budget Narratives provide a thorough explanation of the financial statements. The May and June Budget Reports include the budget figures for the 2019-2020 fiscal year, and the Budget Report for July reflects the 2020-2021 fiscal year budget figures approved at the June 3, 2020, Board meeting.

I recommend that the Board approve the resolution and the Treasurer's Report as part of the Consent Calendar.

Attachments:

1. Resolution Canceling the October 7, 2020, Regular Board Meeting
2. May, June, and July 2020 Financial Statements

RESOLUTION NO. 2020-__

RESOLUTION OF THE SAN BRUNO COMMUNITY FOUNDATION CANCELING THE OCTOBER 7, 2020, REGULAR BOARD MEETING

WHEREAS, the October Regular Meeting of the San Bruno Community Foundation's Board of Directors is scheduled for October 7, 2020; and

WHEREAS, no business items requiring Board action are anticipated for this meeting.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors cancels the Regular Board Meeting of October 7, 2020.

Dated: September 2, 2020

ATTEST:

_____
John McGlothlin, Secretary

I, John McGlothlin, Secretary, do hereby certify that the foregoing Resolution No. 2020-__ was duly and regularly passed and adopted by the Board of Directors of the San Bruno Community Foundation on this 2nd day of September, 2020, by the following vote:

AYES: Board members:

NOES: Board members:

ABSENT: Board members:

SAN BRUNO
Community Foundation

May 2020

Budget Narrative

This report primarily describes amounts in column a (Actual Year to Date) of the monthly Budget Report. When projections vary from Budget (column b), the changes will be reflected in columns d (Final Expected Amount) and e (Change in Budget). First eleven months equal 91.7% of the fiscal year.

INCOME

Line 1 Transfers from Quasi Endowment – $317,500 transferred is 100% of budget.

Line 2 Transfers from Strategic Pool – Year-to-date transfers of $4,781,214, are 100% of budget.

Line 3 Restricted Donations – $170,000 unbudgeted amount is from Google Community Grants ($100,000) and Joseph W. Welch Foundation Scholarships ($70,000) donations.

Line 4 Interest Income – $24,739 is 128% of budget. Liquidity Pool – Operating balance is currently $2,132,241. Final Expected Amount is $26,115, which is $6,786 more than budget.

Line 5 Miscellaneous Income – $15,405 unbudgeted amount is: a) scholarship payable write-off resulting from the early graduation of a recipient ($5,000); and b) return of unused 2017-2018 Community Grant ($10,400).

EXPENSES

Line 7 Crestmoor Scholarships – $190,000 is 158.3% of budget, which was increased by $70,000 based on Restricted Donation and Board approval.

Line 8 Community Grants – $300,000 is 150% of budget. Total includes $100,000 increase over budget per Google funding last fiscal year and Board approval.

Line 9 Strategic Grants – $453,545 is 56.1% of budget and is: First Responder Mobile Command Unit ($303,545); and small business support ($150,000). Final expected total has been increased to $1,923,156 ($1,114,611 more than budget) based on: $490,000 for unplanned grants in response to Covid-19; $1,061,611 for RAC-4 grant; $68,000 for additional music education grants; and less $20,000 from 2020 Community Day cancellation.

Line 12 Salaries & Wages – Expense is 92.7% of budget. Final expected amount increased $2,402 based on compensation changes approved by the Board in March.

Line 13 Payroll Taxes & Benefits – Expense ($29,367) is 130.6% of budget. Budget has been exceeded by $6,882. Costs include: retirement ($18,510); Social Security/Medicare ($9,977); and workers' compensation ($666) and life ($214) insurances. Final expected amount increased $9,220 based on Board approved changes.

Line 15 Occupancy – Only cost is office lease ($13,799). Amount is 87.9% of budget. Five-year lease extension includes 2.2% rent reduction which began in April.

Line 16 Insurance – Total ($17,173) is 95% of budget and includes Directors & Officers ($13,774), crime ($2,338), and commercial package ($1,061) policies. All policy renewals included increases.

Line 17 Telecommunications – Cost ($1,691) is 88.1% of budget and includes cell phone ($696), internet ($641), and landline ($324) services.

Line 18 Postage & Shipping – Cost ($1,786) is 89.3% of budget. Annual Report mailing to San Bruno residents ($1,370) represents 77% of the total.

Line 19 Marketing & Communications - $10,472 expense is 71.5% of budget. Design and production of the Annual Report ($7,147) represents 68% of the total. Additional costs include: $1,892 for Crestmoor Scholarships flyers and ads; and $1,032 for grants & scholarships application software subscription. Final Expected Amount reduced $3,266 compared to budget.

Line 20 Office Supplies & Equipment – Total ($3,933) is 73.9% of budget. Largest costs are: laptop ($2,019); toner ($918); and Intuit Quickbooks subscription ($430).

Line 21 Legal Fees – $19,763 expense is 51.4% of budget. First three-quarters cost of City attorney ($13,853) and legal fees for: Strategic ($2,790), Community ($1,965), and Other ($510) Grants; and administrative ($645) issues are included. Final Expected Amount reduced $12,370 compared to budget.

Line 22 Accounting & Payroll Fees – Total ($28,232) is 82.6% of budget. Cost of Accounting Consultant ($18,122), financial statement audit and tax preparation ($9,100), and payroll fees ($1,010) make up the total. Final expected amount reduced $4,531 compared to budget.

Line 23 Other Consultants - Cost ($42,824) is 83.8% of budget and is for Program ($33,759) and Administrative ($560) support and Technology ($8,505) consultants.

Line 24 Travel, Meetings & Conferences – $2,332 expense is 53.9% of budget. $1,710 used for Board meeting audio recording and $520 for meeting room rent.

Line 25 Miscellaneous – Cost ($1,510) equals 65.7% of budget with two organizational memberships ($850) as the largest cost.

SUMMARY

Excluding the budget and expenses for Scholarships & Grants, total expenses are at 87.2% of budget, which is below 91.7% benchmark for the first eleven months of the year. In terms of dollars, the $350,946 in year-to-date expense is $18,141 less than the first eleven months budget allocation. These support costs are projected to be $12,231 under budget at year-end. Only one line-item is significantly over budget. Payroll Taxes & Benefits (130.6% of budget) will exceed the annual budget by $9,220.

The Fidelity Liquidity Pool – RAC, was created with a $10 million July 2018 transfer. The balance as of May 31, 2020 is $10,426,158, including market value gain of $85,074 in May.

Total May investment net gain or increase in value is $1,523,459. This came from the Strategic Pool $802,411, Quasi Endowment $635,974, and Liquidity Pool – RAC $85,074. Year-to-date investment gains are $2,240,406 and come from Strategic Pool $1,780,743, Quasi-Endowment $284,567, and Liquidity Pool – RAC $175,095.

Overall organization year to date net income or increase in net assets is $1,156,059.

Total Net Assets, as of May 31, 2020 are $70,203,735 with $17,947,748 in Quasi Endowment; $52,154,787 in general Unrestricted funds; and $101,200 in Donor Restricted Net Assets.

SAN BRUNO
Community Foundation

May 2020

2019-2020 Budget Report

		(a) Actual Year to Date	(b) Budget	(c) Actual as % of Budget (a/b)	(d) Final Expected Amount	(e) Change in Budget (d - b)
	INCOME & TRANSFERS					
1	Transfers from Quasi Endowment	$ 317,510	$ 317,510	100.0%	$ 317,510	$ -
2	Transfers from Strategic Pool	4,781,214	4,781,214	100.0%	4,781,214	-
3	Restricted Donations	170,000	-		170,000	170,000
4	Interest Income	24,739	19,329	128.0%	26,115	6,786
5	Miscellaneous Income	15,405	-		15,405	15,405
6	**Total Available for Operations**	5,308,868	5,118,053	103.7%	5,310,244	192,191
	EXPENSES					
7	Crestmoor Scholarships	190,000	120,000	158.3%	190,000	70,000
8	Community Grants	300,000	200,000	150.0%	300,000	100,000
9	Strategic Grants	453,545	808,545	56.1%	1,923,156	1,114,611
10	Other Grants	-	10,000	0.0%	10,000	-
11	**Subtotal Direct Program Expenses**	943,545	1,138,545	82.9%	2,423,156	1,284,611
12	Salaries & Wages	178,064	192,156	92.7%	194,558	2,402
13	Payroll Taxes & Benefits	29,367	22,485	130.6%	31,705	9,220
14	**Subtotal Personnel Expenses**	207,431	214,641	96.6%	226,263	11,622
15	Occupancy	13,799	15,690	87.9%	15,037	(653)
16	Insurance	17,173	18,085	95.0%	19,029	944
17	Telecommunications	1,691	1,920	88.1%	1,861	(59)
18	Postage & Shipping	1,786	2,000	89.3%	1,905	(95)
19	Marketing & Communications	10,472	14,638	71.5%	11,372	(3,266)
20	Office Supplies & Equipment	3,933	5,325	73.9%	4,092	(1,233)
21	Legal Fees	19,763	38,471	51.4%	26,101	(12,370)
22	Accounting & Payroll Fees	28,232	34,160	82.6%	29,629	(4,531)
23	Other Consultants	42,824	51,080	83.8%	51,080	-
24	Travel, Meetings & Conferences	2,332	4,330	53.9%	2,432	(1,898)
25	Miscellaneous	1,510	2,300	65.7%	1,608	(692)
26	**Subtotal Non-Personnel**	143,515	187,999	76.3%	164,146	(23,853)
27	**Total Expenses**	1,294,491	1,541,185	84.0%	2,813,565	1,272,380
27	**Net Surplus/(Loss)**	$ 4,014,377	$ 3,576,868		$ 2,496,679	$ (1,080,189)

Prepared by: F. Bittner, 6/21/2020

SAN BRUNO
Community Foundation

Statement of Financial Position
as of May 31, 2020

ASSETS			
Cash, Wells Fargo General	$ 89,299.46		
Cash, Wells Fargo Payroll	15,215.70		
Cash, Wells Fargo Savings	40,094.77		
Cash, Fidelity Liquidity Pool - Operating	2,586,240.51		
Total Cash		2,730,850.44	
Investments, Fidelity Liquidity Pool - RAC	10,426,157.86		
Investments, Fidelity Strategic Pool	43,786,015.80		
Investments, Fidelity Quasi-Endowment	17,947,747.68		
Total Investments		72,159,921.34	
Prepaid Rent	1,238.00		
Prepaid Insurance	19,760.00		
Total Other Current Assets		20,998.00	
Deposits	1,253.45		
Total Other Assets		1,253.45	
TOTAL ASSETS			$ 74,913,023.23
LIABILITIES & NET ASSETS			
LIABILITIES			
Accounts Payable	11,554.22		
Accrued Grants Payable	4,380,453.12		
Accrued Scholarships Payable	302,500.00		
Accrued Employee PTO	14,780.80		
Total Liabilities		4,709,288.14	
NET ASSETS			
Unrestricted, Non-QE 7/1/2019 Balance	50,662,240.34		
Transfer from Quasi-Endowment	317,510.00		
Year to Date Net Income from Operations	(780,801.23)		
Year to Date Strategic Investment Income	1,955,838.30		
Total Non-QE Unrestricted Net Assets	52,154,787.41		
Quasi-Endowment 7/1/2019 Balance	17,980,690.19		
Transfer to Liquidity for Operations	(317,510.00)		
Year-to-date QE Investment Income	284,567.49		
Total QE Unrestricted Net Assets	17,947,747.68		
Total Unrestricted Net Assets		70,102,535.09	
Donor Restricted Net Assets 7/1/2019 Balance	404,745.54		
Year to Date Donor Restricted Income	(303,545.54)		
Total Donor Restricted Net Assets		101,200.00	
Total Net Assets		70,203,735.09	
TOTAL LIABLITIES & NET ASSETS			$ 74,913,023.23

Prepared by: F. Bittner, 6/21/2020

SAN BRUNO
Community Foundation

June 2020

Budget Narrative

This report primarily describes amounts in column a (Actual Year to Date) of the monthly Budget Report. Budget variances are reflected in columns c and d. This is the final report for the fiscal year.

INCOME

Line 1 Transfers from Quasi Endowment – $317,500 transferred is 100% of budget.

Line 2 Transfers from Strategic Pool – Year-to-date transfers of $4,781,214, are 100% of budget.

Line 3 Donations – $172,505 unbudgeted amount is from Google Community ($100,000 for Grants) and Joseph W. Welch Foundation ($70,000 for Scholarships) restricted donations, and $2,500 unrestricted donation from Starbucks Foundation.

Line 4 Interest Income – $27,882 is 144.2% of budget. Liquidity Pool – Operating balance is currently $1.88 million. Final amount is $8,553 more than budget.

Line 5 Miscellaneous Income – $15,400 unbudgeted amount is: a) scholarship payable write-off resulting from the early graduation of a recipient ($5,000); and b) return of unused 2017-2018 Community Grant ($10,400).

EXPENSES

Line 7 Crestmoor Scholarships – $190,000 is 158.3% of budget, which was increased by $70,000 based on a restricted donation.

Line 8 Community Grants – $300,000 is 150% of budget. Total includes $100,000 increase over budget per Google funding last fiscal year and Board approval.

Line 9 Strategic Grants – $1,823,156 is 225.5% of budget and is: RAC Grant #4 City Compliance Review ($1,061,611); Covid-19 Relief ($390,000); First Responder Mobile Command Unit ($303,545); and Music Education ($68,000) grants. (Additional $100,000 Covid-19 relief grant agreement was not executed until July 2020 and will therefore appear in the July financial statements.) Total is $1,014,611 more than budget, per Board approval.

Line 12 Salaries & Wages – Expense is 101.2% of budget, which is $2,401 more than budget based on compensation changes approved by the Board in March.

Line 13 Payroll Taxes & Benefits – Expense ($30,151) is 134.1% of budget. Budget has been exceeded by $7,666 based on retirement benefit changes approved by the Board in March. Costs include: retirement ($19,335); Social Security/Medicare ($11,582); and workers' compensation ($733) and life ($214) insurances.

Line 15 Occupancy – Only cost is office lease ($15,037). Amount is 95.8% of budget, with budget savings of $653.

Line 16 Insurance – Total ($19,029) is 105.2% of budget and includes Directors & Officers ($15,270), crime ($2,600), and commercial package ($1,159) policies. Amount is $944 over budget due to greater than expected premium increases on policy renewals.

Line 17 Telecommunications – Cost ($1,813) is 94.4% of budget and includes cell phone ($760), internet ($700), and landline ($353) services.

Line 18 Postage & Shipping – Cost ($1,863) is 93.2% of budget. Annual Report mailing to all San Bruno addresses ($1,370) represents 74% of the total.

Line 19 Marketing & Communications - $11,321 expense is 77.3% of budget. Design and production of the Annual Report ($7,147) represents 63% of the total. Additional costs include: $1,892 for Crestmoor Scholarships marketing materials; $1,052 for grants & scholarships application software subscription; and $863 for Community Grants marketing materials. Budget savings total $3,317 for the year.

Line 20 Office Supplies & Equipment – Total ($4,013) is 75.4% of budget. Largest costs are: laptop ($2,019); toner ($918); and Intuit Quickbooks subscription ($430).

Line 21 Legal Fees – $27,786 expense is 72.2% of budget. City attorney ($18,471) and legal fees for: Strategic ($6,195), Community ($1,965), and Other ($510) Grants; and administrative ($645) issues are included. Final amount is $10,685 under budget.

Line 22 Accounting & Payroll Fees – Total ($30,066) is 88% of budget. Cost of Accounting Consultant ($19,805), financial statement audit and tax preparation ($9,100), and payroll fees ($1,161) make up the total. Final amount is $4,094 less than budget.

Line 23 Other Consultants - Cost ($46,293) is 90.6% of budget and is for Program ($36,227) and Administrative ($560) support and Technology ($9,506) consultants. Budget savings are $4,787 for the year.

Line 24 Travel, Meetings & Conferences – $2,470 expense is 57% of budget. $1,710 used for Board meeting audio recording and $520 for meeting room rent. Final amount is $1,860 less than budget.

Line 25 Miscellaneous – Cost ($1,511) equals 65.7% of budget with two organizational memberships ($850) as the largest cost. Final amount is $789 less than budget.

SUMMARY

Excluding the budget and expenses for Scholarships & Grants, total expenses finished the year at 95.8% of budget. In terms of dollars, the $385,910 in year-to-date expense is $16,730 less than budget.

The Fidelity Liquidity Pool – RAC, was created with a $10 million July 2018 transfer. The balance as of June 30, 2020 is $10,496,303, including market value gain of $70,145 in June.

Total June investment net gain or increase in value is $1,088,868. This came from the Strategic Pool $620,041, Quasi Endowment $398,682, and Liquidity Pool – RAC $70,145. Year-to-date investment gains are $3,329,274 and come from Strategic Pool $2,400,784, Quasi-Endowment $683,250, and Liquidity Pool – RAC $245,240.

Overall organization year to date net income or increase in net assets is $835,995.

Total Net Assets, as of June 30, 2020 are $69,883,671 with $18,346,430 in Quasi Endowment; $51,436,041 in general Unrestricted funds; and $101,200 in Donor Restricted Net Assets.

SAN BRUNO
Community Foundation

June 2020
2019-2020 Budget Report

		(a) Actual Year to Date	(b) Budget	(c) Actual as % of Budget (a/b)	(d) Budget Variance (a - b)
INCOME & TRANSFERS					
1	Transfers from Quasi Endowment	$ 317,510	$ 317,510	100.0%	$ -
2	Transfers from Strategic Pool	4,781,214	4,781,214	100.0%	-
3	Donations	172,505	-	-	172,505
4	Interest Income	27,882	19,329	144.2%	8,553
5	Miscellaneous Income	15,400	-	-	15,400
6	**Total Available for Operations**	5,314,511	5,118,053	103.8%	196,458
EXPENSES					
7	Crestmoor Scholarships	190,000	120,000	158.3%	70,000
8	Community Grants	300,000	200,000	150.0%	100,000
9	Strategic Grants	1,823,156	808,545	225.5%	1,014,611
10	Other Grants	10,000	10,000	100.0%	-
11	**Subtotal Direct Program Expenses**	2,323,156	1,138,545	204.0%	1,184,611
12	Salaries & Wages	194,557	192,156	101.2%	2,401
13	Payroll Taxes & Benefits	30,151	22,485	134.1%	7,666
14	**Subtotal Personnel Expenses**	224,708	214,641	104.7%	10,067
15	Occupancy	15,037	15,690	95.8%	(653)
16	Insurance	19,029	18,085	105.2%	944
17	Telecommunications	1,813	1,920	94.4%	(107)
18	Postage & Shipping	1,863	2,000	93.2%	(137)
19	Marketing & Communications	11,321	14,638	77.3%	(3,317)
20	Office Supplies & Equipment	4,013	5,325	75.4%	(1,312)
21	Legal Fees	27,786	38,471	72.2%	(10,685)
22	Accounting & Payroll Fees	30,066	34,160	88.0%	(4,094)
23	Other Consultants	46,293	51,080	90.6%	(4,787)
24	Travel, Meetings & Conferences	2,470	4,330	57.0%	(1,860)
25	Miscellaneous	1,511	2,300	65.7%	(789)
26	**Subtotal Non-Personnel**	161,202	187,999	85.7%	(26,797)
27	**Total Expenses**	2,709,066	1,541,185	175.8%	1,167,881
27	**Net Surplus/(Loss)**	$ 2,605,445	$ 3,576,868		$ (971,423)

Prepared by: F. Bittner, 7/30/2020

SAN BRUNO
Community Foundation

Statement of Financial Position
as of June 30, 2020

ASSETS			
Cash, Wells Fargo General	$ 187,400.40		
Cash, Wells Fargo Payroll	42,635.95		
Cash, Wells Fargo Savings	20,094.99		
Cash, Fidelity Liquidity Pool - Operating	1,880,383.57		
Total Cash		2,130,514.91	
Investments, Fidelity Liquidity Pool - RAC	10,496,302.79		
Investments, Fidelity Strategic Pool	44,406,056.47		
Investments, Fidelity Quasi-Endowment	18,346,430.11		
Total Investments		73,248,789.37	
Prepaid Rent	1,238.00		
Prepaid Insurance	18,009.55		
Total Other Current Assets		19,247.55	
Deposits	909.45		
Total Other Assets		909.45	
TOTAL ASSETS			$ 75,399,461.28
LIABILITIES & NET ASSETS			
LIABILITIES			
Accounts Payable	19,572.54		
Accrued Grants Payable	5,208,150.12		
Accrued Scholarships Payable	275,000.00		
Accrued Employee PTO	13,067.27		
Total Liabilities		5,515,789.93	
NET ASSETS			
Unrestricted, Non-QE 7/1/2019 Balance	50,662,240.34		
Transfer from Quasi-Endowment	317,510.00		
Year to Date Net Income from Operations	(2,189,733.00)		
Year to Date Strategic Investment Income	2,646,023.90		
Total Non-QE Unrestricted Net Assets	51,436,041.24		
Quasi-Endowment 7/1/2019 Balance	17,980,690.19		
Transfer to Liquidity for Operations	(317,510.00)		
Year-to-date QE Investment Income	683,249.92		
Total QE Unrestricted Net Assets	18,346,430.11		
Total Unrestricted Net Assets		69,782,471.35	
Donor Restricted Net Assets 7/1/2019 Balance	404,745.54		
Year to Date Donor Restricted Income	(303,545.54)		
Total Donor Restricted Net Assets		101,200.00	
Total Net Assets		69,883,671.35	
TOTAL LIABLITIES & NET ASSETS			$ 75,399,461.28

Prepared by: F. Bittner, 7/31/2020

SAN BRUNO
Community Foundation

July 2020

Budget Narrative

This report primarily describes amounts in column a (Actual Year to Date) of the monthly Budget Report. When projections vary from Budget (column b), the changes will be reflected in columns d (Final Projected Amount) and e (Change in Budget) and be explained. First month equals 8.3% of the fiscal year.

INCOME

Line 1 Transfers from Quasi Endowment – Transfers planned for later in the year, coinciding with Community Grants and Scholarships payments.

Line 2 Transfers from Strategic Pool – First transfer of the year, $15,250,000, is 96.1% of budget.

Line 3 Transfers from Liquidity RAC – Transfer planned for later in the year.

Line 5 Interest Income – $2,034 is 7.8% of budget. Liquidity Pool – Operating balance is currently $17,132,417.

EXPENSES

Line 9 Strategic Grants – $100,000 Covid-19 Grant was executed and recorded in the current fiscal year and represents 0.2% of the budget.

Line 13 Salaries & Wages – Expense is under budget at 7.5%, as second employee will go on payroll in October.

Line 14 Payroll Taxes & Benefits – Expense ($2,173) is 8.6% of budget. Social Security/Medicare ($1,262) is the largest cost and will be lower at the end of the calendar year. Other costs include retirement ($825).

Line 16 Occupancy – Only cost is office lease ($1,238). Amount is 8.2% of budget.

Line 17 Insurance – Total ($1,858) is 8.1% of budget and includes Directors & Officers ($1,497) and crime ($262) policies.

Line 18 Telecommunications – Cost ($152) is 6.1% of budget.

Line 19 Postage & Shipping – Cost ($39) is 2% of budget.

Line 20 Marketing & Communications - $32 expense is 0.2% of budget.

Line 21 Office Supplies & Equipment – No expenses incurred in July.

Line 22 Legal Fees – $2,278 expense is 5.5% of budget. $1,588 incurred for review of employee handbook and $540 related to Strategic Grants.

Line 23 Accounting & Payroll Fees – Total ($2,558) is 7.4% of budget with $2,457 for Accounting Consultant.

Line 24 Other Consultants - Cost ($1,312) is 2.6% of budget and is for Program Support.

Line 25 Travel, Meetings & Conferences – $ No expenses incurred in July.

Line 26 Miscellaneous – Cost ($101) equals 3.8% of budget.

SUMMARY

Excluding the budget for Scholarships & Grants, total expenses are at 6.4% of budget, which is well below 8.3% benchmark for the first month of the year. In terms of dollars, the $28,234 in first month expense is $8,416 less than the one-month budget allocation.

The Fidelity Liquidity Pool – RAC, was created with a $10 million July 2018 transfer. The balance as of July 31, 2020 is $10,545,782, including market value gain of $49,480 in July.

Total July Investment net income or increase in value is $1,521,696. This came from the Strategic Pool ($726,728), Quasi Endowment ($745,488), and Liquidity Pool – RAC ($49,480).

Overall organization year to date net income or increase in net assets is $1,395,802.

Total Net Assets, as of July 31, 2020 are $71,279,473 with $19,091,918 in Quasi Endowment; $52,086,355 in general Unrestricted funds; and $101,200 in Donor Restricted Net Assets.

SAN BRUNO
Community Foundation

July 2020
2020-2021 Budget Report

		(a) Actual Year to Date	(b) Budget	(c) Actual as % of Budget (a/b)	(d) Final Projected Amount
INCOME & TRANSFERS					
1	Transfers from Quasi Endowment	$ -	$ 295,681	0.0%	$ 295,681
2	Transfers from Strategic Pool	15,250,000	15,861,933	96.1%	15,861,933
3	Transfers from Liquidity RAC	-	340,000	0.0%	340,000
4	Donations	200	-	-	200
5	Interest Income	2,034	26,115	7.8%	26,115
6	Miscellaneous Income	106	-	-	106
7	**Total Available for Operations**	15,252,340	16,523,729	92.3%	16,524,035
EXPENSES					
8	Crestmoor Scholarships	-	160,000	0.0%	160,000
9	Community Grants	-	300,000	0.0%	300,000
10	Strategic Grants	100,000	42,292,892	0.2%	42,292,892
11	Other Grants	-	10,000	0.0%	10,000
12	**Subtotal Direct Program Expenses**	100,000	42,762,892	0.2%	42,762,892
13	Salaries & Wages	16,493	220,420	7.5%	220,420
14	Payroll Taxes & Benefits	2,173	25,257	8.6%	25,257
15	**Subtotal Personnel Expenses**	18,666	245,677	7.6%	245,677
16	Occupancy	1,238	15,063	8.2%	15,063
17	Insurance	1,858	22,930	8.1%	22,930
18	Telecommunications	152	2,500	6.1%	2,500
19	Postage & Shipping	39	2,000	2.0%	2,000
20	Marketing & Communications	32	13,700	0.2%	13,700
21	Office Supplies & Equipment	-	5,240	0.0%	5,240
22	Legal Fees	2,278	41,693	5.5%	41,693
23	Accounting & Payroll Fees	2,558	34,560	7.4%	34,560
24	Other Consultants	1,312	49,595	2.6%	49,595
25	Travel, Meetings & Conferences	-	4,210	0.0%	4,210
26	Miscellaneous	101	2,633	3.8%	2,633
27	**Subtotal Non-Personnel**	9,568	194,124	4.9%	194,124
28	**Total Expenses**	128,234	43,202,693	0.3%	43,202,693
29	**Net Surplus/(Loss)**	$ 15,124,106	$ (26,678,964)		$ (26,678,658)

Prepared by: F. Bittner, 8/26/2020

SAN BRUNO
Community Foundation

Statement of Financial Position
as of July 31, 2020

ASSETS			
Cash, Wells Fargo General	$ 5,158.62		
Cash, Wells Fargo Payroll	16,056.22		
Cash, Wells Fargo Savings	20,095.16		
Cash, Fidelity Liquidity Pool - Operating	17,132,417.16		
Total Cash		17,173,727.16	
Investments, Fidelity Liquidity Pool - RAC	10,545,782.41		
Investments, Fidelity Strategic Pool	29,882,784.61		
Investments, Fidelity Quasi-Endowment	19,091,917.93		
Total Investments		59,520,484.95	
Prepaid Rent	1,238.00		
Prepaid Insurance	16,065.50		
Total Other Current Assets		17,303.50	
Deposits	909.45		
Total Other Assets		909.45	
TOTAL ASSETS			$ 76,712,425.06
LIABILITIES & NET ASSETS			
LIABILITIES			
Accounts Payable	11,734.44		
Accrued Grants Payable	5,208,150.12		
Accrued Scholarships Payable	200,000.00		
Accrued Employee PTO	13,067.27		
Total Liabilities		5,432,951.83	
NET ASSETS			
Unrestricted, Non-QE 7/1/2020 Balance	51,436,041.24		
Transfer from Quasi-Endowment	-		
Year to Date Net Income from Operations	(125,893.70)		
Year to Date Strategic Investment Income	776,207.76		
Total Non-QE Unrestricted Net Assets	52,086,355.30		
Quasi-Endowment 7/1/2020 Balance	18,346,430.11		
Transfer to Liquidity for Operations	-		
Year-to-date QE Investment Income	745,487.82		
Total QE Unrestricted Net Assets	19,091,917.93		
Total Unrestricted Net Assets		71,178,273.23	
Donor Restricted Net Assets 7/1/2020 Balance	101,200.00		
Year to Date Donor Restricted Net Income	-		
Total Donor Restricted Net Assets		101,200.00	
Total Net Assets		71,279,473.23	
TOTAL LIABLITIES & NET ASSETS			$ 76,712,425.06

Prepared by: F. Bittner, 8/26/2020

SAN BRUNO
Community Foundation

Memorandum

DATE: **August 28, 2020**

TO: **Board of Directors, San Bruno Community Foundation**

FROM: **Leslie Hatamiya, Executive Director**

SUBJECT: **Report from Investment Committee and Presentation from Sand Hill Global Advisors, LLC, Regarding SBCF's Investment Portfolio**

The September 2, 2020, Board meeting will include a report from the Investment Committee regarding its recent quarterly meeting and a presentation from the Foundation's investment adviser, Sand Hill Global Advisors, LLC.

1. Investment Committee Report

Investment Committee Chair Tim Ross will give a brief report from the Investment Committee's most recent quarterly meeting, which took place on August 19, 2020.

At the meeting, Sand Hill Global Advisors CEO Brian Dombkowski, Senior Portfolio Manager Meghan DeGroot, and Senior Wealth Manager Kristin Sun discussed the effects of the COVID-19 pandemic on the economy, gave an overview of the firm's investment outlook and economic forecast for the third quarter of 2020, and presented the second-quarter performance of the Foundation's investment portfolio. As of June 30, 2020, the Foundation's three investment accounts had the following balances: $18,353,443 for the Quasi-Endowment, $44,435,133 for the Strategic Pool, and $12,380,265 for the Liquidity Pool.

2. Presentation from Sand Hill Global Advisors

On September 2, Mr. Dombkowski will give Sand Hill's annual presentation to the Board. Under the Investment Operating Plan, Sand Hill is obligated to present to the Board on an annual basis. This presentation typically takes place at the September Board meeting, following the Investment Committee's meeting in the quarter following the end of the fiscal year. This timing allows Sand Hill to cover the Foundation's investment portfolio performance for the previous fiscal year (which ends on June 30) as well as give its plans for the Foundation's portfolio and its perspective on the economic outlook for the current fiscal year.

The attached set of PowerPoint slides gives a preview of Sand Hill's presentation, which will cover (a) Sand Hill's investment outlook, (b) the structure of the Foundation's investment

portfolio, (c) the performance of the Foundation's investment portfolio, and (d) an update on Sand Hill.

Attachment:

1. Slides for Sand Hill Global Advisors' 2020 Annual Report to the SBCF Board of Directors

SAND HILL

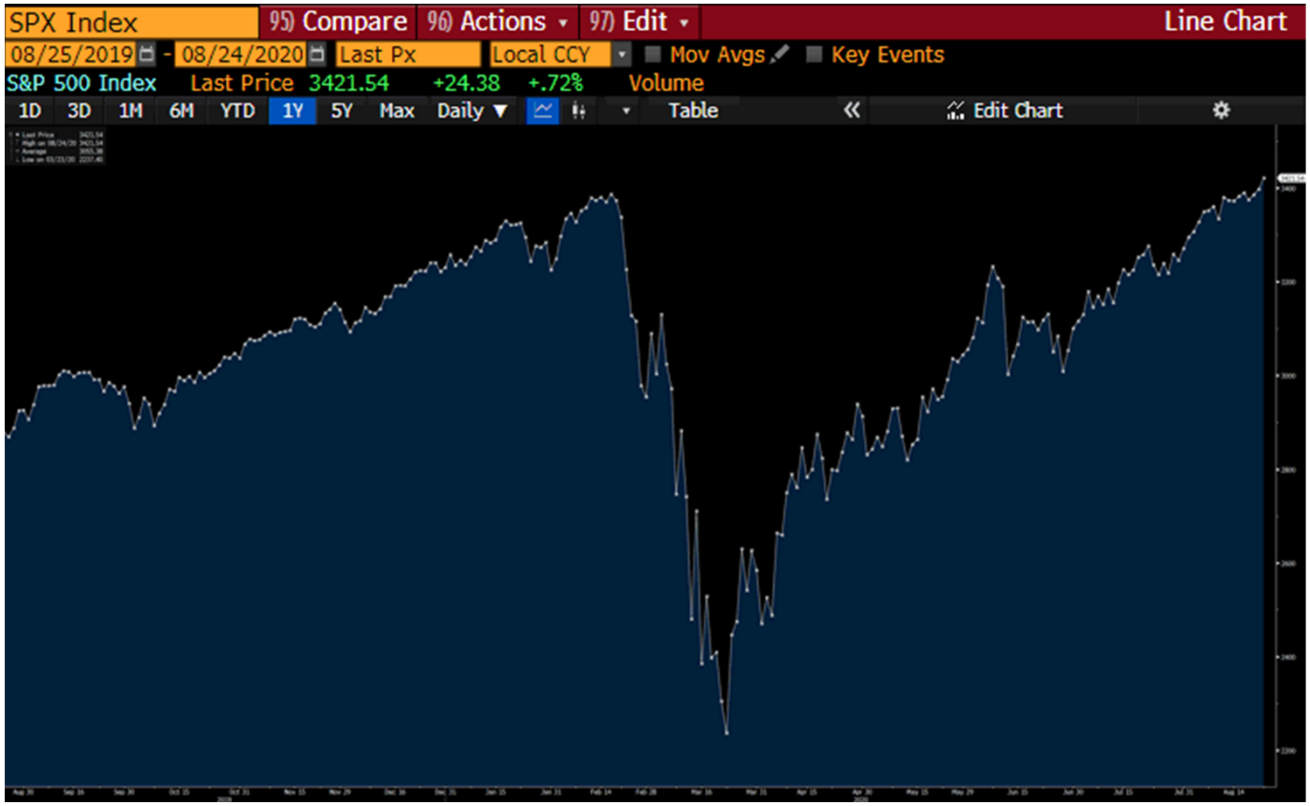
2020 Annual Report to the SBCF Board of Directors

September 2nd, 2020

For one-on-one presentations only. Not to be distributed to the general public.

Market Environment

An Extraordinary Market Environment

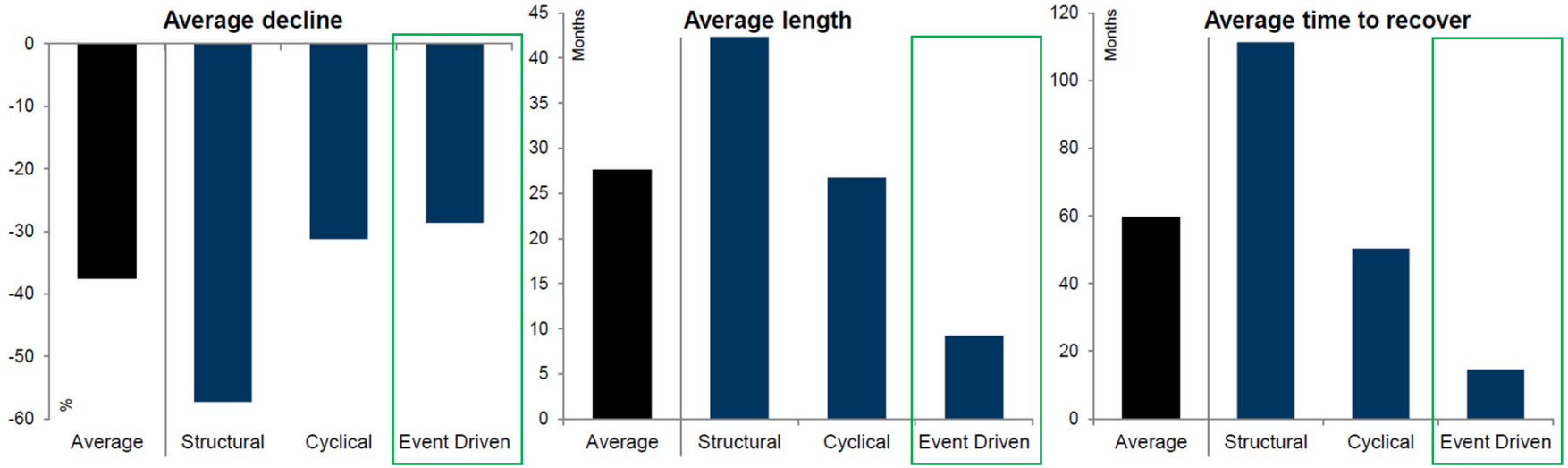


Source: 1 Year S&P 500 Index Chart from Bloomberg

Sand Hill Global Advisors. All rights reserved. SHGA Economic and Market Overview.

Market Environment

A Pandemic/Covid-19 Event Driven Shock to the Marketplace



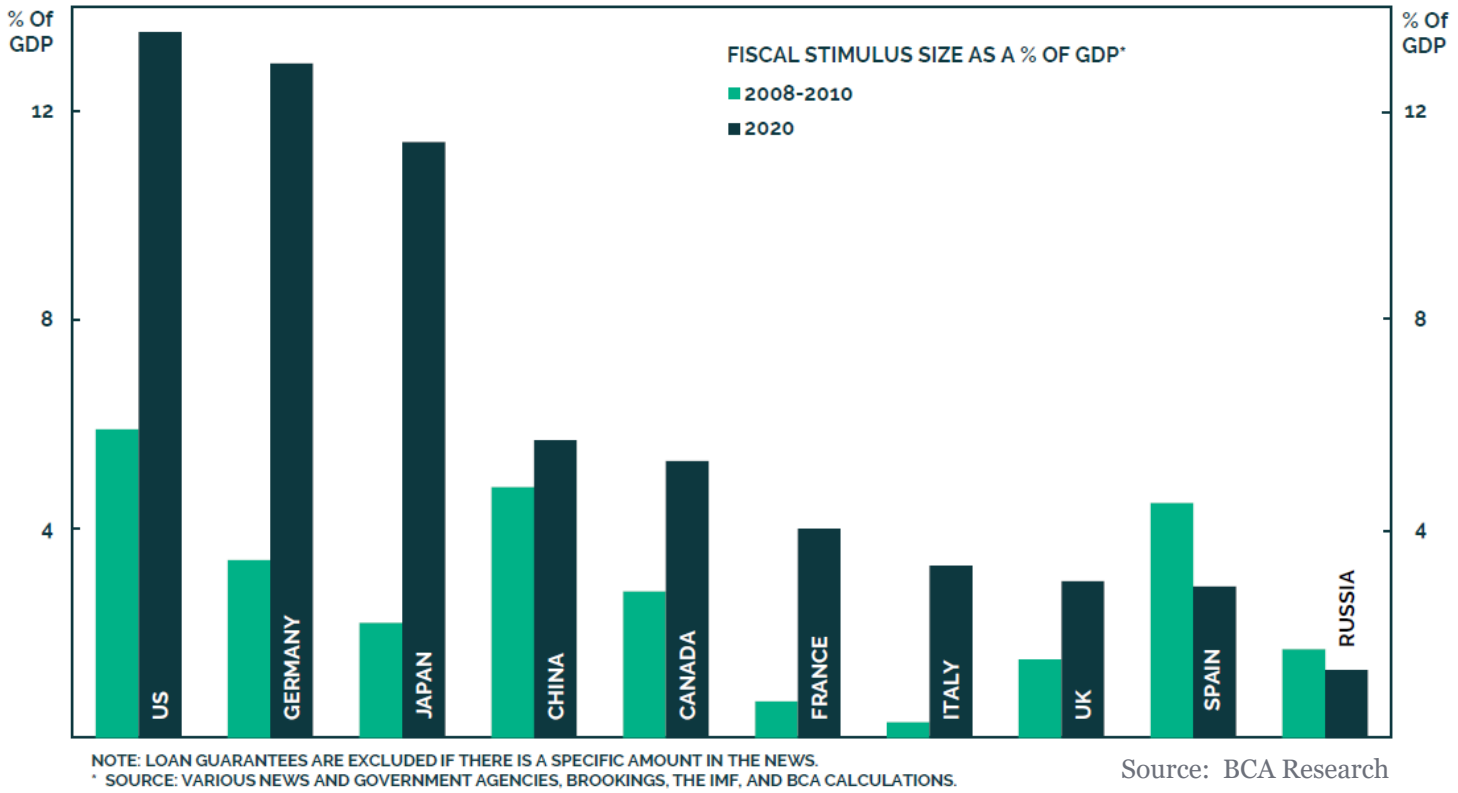
Source: Goldman Sachs Global Investment Research

Sand Hill Global Advisors. All rights reserved. SHGA Economic and Market Overview.

Economic Recovery

Fiscal Stimulus and an Accommodating Federal Reserve

Fiscal Stimulus as a Percentage of GDP by Country

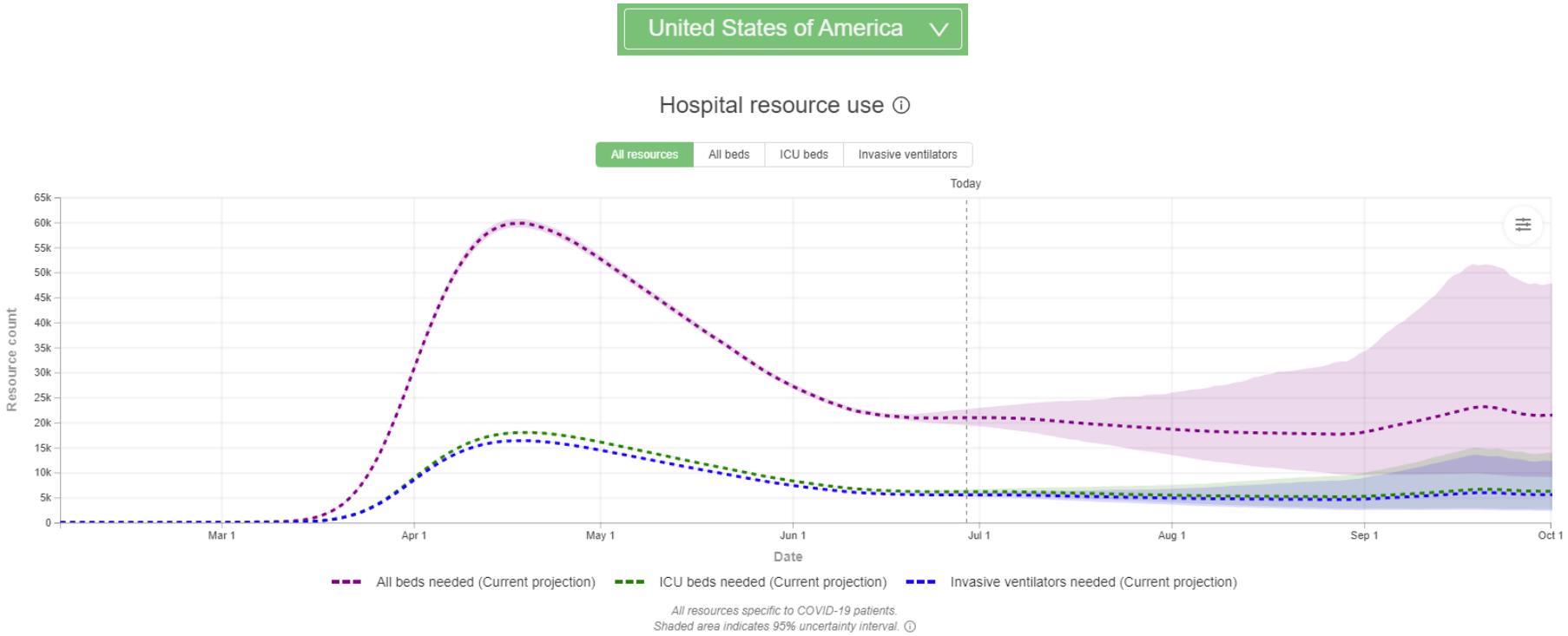


Source: BCA Research

Sand Hill Global Advisors. All rights reserved. SHGA Economic and Market Overview.

Economic Recovery

Arrest the Disease State



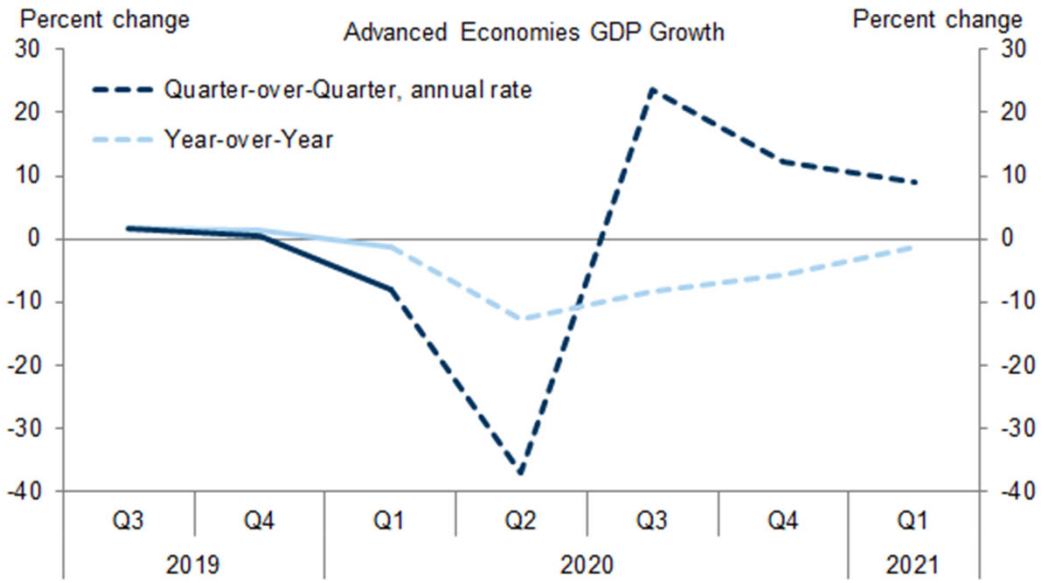
Source: covid19.healthdata.org as of 6/30/2020

Sand Hill Global Advisors. All rights reserved. SHGA Economic and Market Overview.

Economic Recovery

Economic Growth Returns

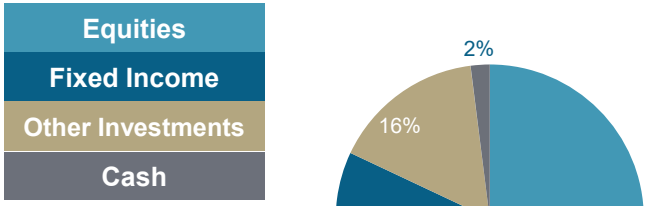
U.S. GDP Growth – Historical and Projected

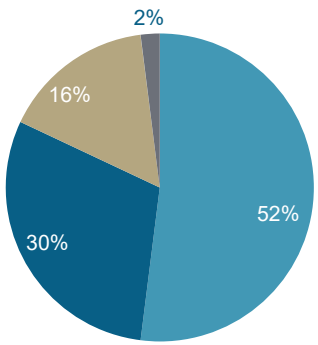


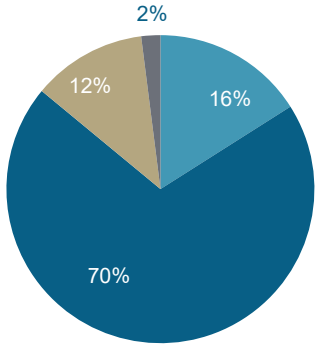
Source: Goldman Sachs Global Investment Research

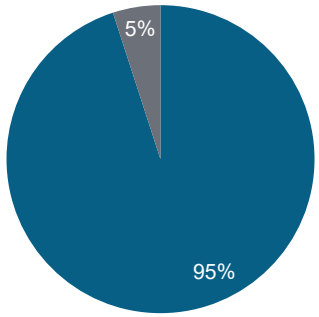
Sand Hill Global Advisors. All rights reserved. SHGA Economic and Market Overview.

SBCF Asset Allocation









	Quasi-Endowment Custom Balanced	Strategic Pool Custom Conservative	Liquidity Pool Short-Term Cash & Fixed Income
Initial Funding Value:	$15,000,000	$53,528,384[1]	$1,345,290
Risk Tolerance:	Moderately Conservative	Conservative	Conservative
Time Horizon:	Long-Term	Mid-Term	Short-Term
Cash Flows	Up to 7% Per Year	100% within next 4-7 Years[2]	100% within 24 months
Objective(s):	Capital Appreciation Capital Preservation	Capital Preservation Capital Appreciation	Capital Preservation

(1) SBCF's Initial funding took place over multiple dates. The value reflected is the aggregate of the May 31, 2016 statement values plus subsequent transfers into SBCF accounts.
(2) 4-7 Years from initial drafting of the Investment Policy Statement in 2016

Sand Hill Global Advisors. All rights reserved.

Note: Pie graphics depict the Strategic Asset Allocation weightings for each strategy.

SBCF Fiscal Year End Portfolio Update

	Quasi-Endowment		Strategic Pool		Liquidity Pool	
6/30/20 Balance [1]	$18,353,443		$43,435,133		$12,380,265	
6/30/20 Allocation:	Current	*Target*	Current	*Target*	Current	*Target*
Stocks	57%	*52%*	18%	*16%*	0%	0%
Bonds	32%	30%	74%	70%	97%	95%
Other Assets	9%	*16%*	8%	12%	0%	0%
Cash	1%	*2%*	*1%*	*2%*	3%	*5%*
6/30/20 Performance:						
1 Year	3.82%		5.45%		2.18%	
Since Inception[2]	6.54%		4.01%		1.96%	
Portfolio Within IPS & IOP Guidelines:	☑		☑		☑	

(1) The ending balances listed include late-posted dividends and trade date values. They may not directly reflect the custodian's statement value.
(2) Performance shown is net of fees. Annualized performance since inception. Inception date on all portfolios was 5/31/2016.
Sand Hill Global Advisors. All rights reserved.

SBCF Portfolio Balance Update

Balance History:

Initial Combined Funding Value:	$69,873,674
Total Withdrawals Since Inception:	($8,612,381)
8/24/20 Combined Value:	$75,540,380
Change in Portfolio Value Since Inception:	$5,666,706
Total Value Added Since Inception:	$14,279,087

Community Benefits Supported:

- Crestmoor Memorial Scholarships
- Community Grants Fund
- Recreation and Aquatics Center
- First Responder Effectiveness
- San Bruno Community Day 2016-2019
- Music Education Strategic Initiative
- Pedestrian Safety Initiative
- Florida Avenue Park Development
- SBPSD Schools Transformation Grant
- COVID-19 Relief Grants

Current Balance Information[1]:

Quasi-Endowment Pool:	$19,600,964
Strategic Pool:	$30,046,326
Liquidity Pool:	$25,893,091
Total Combined Value:	**$75,540,380**

Estimated Performance[2]:

	Quarter To Date	2020 Year to Date
Quasi-Endowment Pool:	6.69%	5.33%
Strategic Pool:	2.60%	5.14%
Liquidity Pool:	0.28%	1.23%

(1) Current balance information as of 8/24/20.
(2) Performance shown is net of fees. Estimated Performance as of 8/24/20.
Sand Hill Global Advisors. All rights reserved.
Note: The ending balances listed include late-posted dividends and trade date values. They may not directly reflect the custodian's statement value

Sand Hill Global Advisors: Firm Update

Firm Updates Since Last Report:

- The firm is fully functioning in a hybrid work environment due to the Covid-19 pandemic.
- $2.75 billion in Assets Under Management (AUM) as of June 30, 2020.
- 28 employees, including 11 internal shareholders.
- We remain committed to our role as an independent fiduciary.
- We are honored to continue to work on behalf of the Foundation and the San Bruno community.

Sand Hill Global Advisors. All rights reserved.

Thank You

SAN BRUNO
Community Foundation

Memorandum

DATE: **August 28, 2020**

TO: **Board of Directors, San Bruno Community Foundation**

FROM: **Leslie Hatamiya, Executive Director**

SUBJECT: **Report from Ad Hoc Committee on Recreation and Aquatic Center Project, Resolution Approving Strategic Grant to the City of San Bruno for Temporary Facilities Related to the Recreation and Aquatics Center Project in an Amount Not to Exceed $375,000, and Resolution Approving Strategic Grant to the City of San Bruno for Business Plan Development Related to the Recreation and Aquatics Center Project in an Amount Not to Exceed $60,000**

In March 2018, the Board created the Ad Hoc Committee on Recreation and Aquatic Center Project to serve as the Foundation's liaison to the City of San Bruno in the design and construction of a new Recreation and Aquatics Center in San Bruno City Park, to be funded by up to $50 million in strategic grants from the Foundation. On behalf of the Committee, Vice President Jim Ruane will provide an update on the Recreation and Aquatic Center Project at the September 2, 2020, Board meeting. Board Member Nancy Kraus also sits on the Committee.

As you know, the overall project consists of three phases: conceptual design, development of schematic design plans and construction drawings, and construction. The Foundation and City have agreed to fund the project through a series of grant agreements that will cover specific portions of the project costs, rather than a single grant for the full $50 million. The first grant for the conceptual design phase has been completed and, in the end, totaled $416,108.85. The second grant, for up to $5,420,388, covers architectural services through the schematic design/construction documents and construction phases and is outlined in more detail below. The third grant, for up to $1,079,000, supports project and construction management services for the duration of the project and is also outlined in more detail below. The Board approved the fourth grant, which is for up to $1,061,611 and covers City compliance review, on June 3.

1. RAC Grant #2: Architectural Services for Project Phases 2 and 3

In December 2018, the City finalized its contract with Group 4 Architecture, Research + Planning for architectural services for Phase 2 (schematic design and construction documents) and for support services through Phase 3 (construction). Following execution of the contract, in January 2019 the Foundation and the City executed the second grant agreement for the project, to cover the costs associated with architectural design and support costs for the remainder of the project for an amount not to exceed $5,420,388. The grant period runs

through March 2022. Grant payments are being made on a quarterly basis, based on a progress report submitted by the City after the end of each quarter outlining expenses incurred. Thus far the Foundation has paid six quarterly payments totaling $3,777,092.52, including $1,423,804.06 in early August. The City will submit the next quarterly grant report by the end of October, and the Foundation will disburse that payment in mid-November.

2. RAC Grant #3: Project Management and Construction Services

On March 6, 2019, the Board approved a strategic grant to the City for project and construction management services on the project in an amount not to exceed $1,079,000 and authorized me as Executive Director to finalize and execute on behalf of the Foundation a grant agreement setting forth the specific terms and conditions for such a grant to the City. On March 12, 2019, the City Council approved a contract with Griffin Structures, which the City selected after a Request for Proposal process, for an amount not to exceed $1,079,000. In mid-May 2019, the Foundation and the City executed the third grant agreement for the RAC project, to cover the costs associated with project and construction management services for the duration of the project for an amount not to exceed $1,079,000. The grant period runs through December 2022, and the reporting and disbursement schedule follows same schedule as for RAC Grant #2. Thus far the Foundation has paid five quarterly payments totaling $149,170.10, including $54,978.68 in early August. The City will submit the next quarterly grant report by the end of October, and the Foundation will disburse that payment in mid-November.

3. RAC Grant #4: City Compliance Review

On June 3, 2020, the Board approved a strategic grant to the City for City compliance review related to the project in an amount not to exceed $1,061,611. As both the regulatory agency and the project permit applicant, the City is required to expend City staff and contractor resources to review and process the planning entitlements, Environmental Impact Report, and the design and construction permit documents to ensure compliance with the San Bruno Municipal Code, the California Building Code, California Fire Code, and the Municipal Regional Stormwater Permit, in addition to other state and federal regulations. The project is also required to pay fees and other direct costs related to the planning entitlements, Environmental Impact Report, infrastructure construction and building permits, utilities, and water and wastewater capacity. RAC Grant #4 covers these fees and expenses.

The Foundation and the City executed the grant agreement for this grant in late June, when it also paid out an initial payment, as outlined in the grant agreement. The grant period runs through December 2021, and the reporting and disbursement schedule follows same schedule as for RAC Grants #2 and #3. Thus far the Foundation paid out a total of $357,672.00 on the grant, including the initial grant payment and the first quarterly payment of $113,758.00 in

early August. The City will submit the next quarterly grant report by the end of October, and the Foundation will disburse that payment in mid-November.

4. RAC Grant #5: Temporary Facilities

This agenda item contains two action items. The first is a resolution approving a strategic grant to the City for temporary facilities related to the Recreation and Aquatic Center project in an amount not to exceed $375,000.

The new Recreation and Aquatic Center will be built on the same site as the existing Recreation Center. For the roughly two-year period during which the new center will be under construction, the City will need to relocate the Community Services Department offices housed in the Rec Center as well as, to the extent possible, department programs.

The City was originally in talks with the San Mateo Union High School District regarding use of portions of the former Crestmoor High School facility, but the district ultimately declined to offer that site as it makes plans to sell the property to support its efforts to build teacher and staff housing elsewhere in the district. Instead, the City has put together a plan to use various sites in San Bruno as temporary facilities during the construction process:

- Capuchino High School: Anticipated expenses include fees to use the Childcare Development Center and gym, on-site internet access, and custodian services ($342,024)
- Fireman's Hall (City-owned building on San Mateo Avenue): Anticipated expenses to upgrade the facility include painting, detail cleaning, carpeting, and installation of office dividers for the use of administrative staff, classes, and meetings ($15,000)
- Belle Air Community Building (City-owned building near Belle Air Elementary School and Lion's Field)
- Portola Performing Arts Center (City-owned building located near Portola Elementary School)
- Parkside Intermediate School (tentative): Anticipated expenses include custodian services for games and events ($15,816)

The City also anticipates needing to procure storage containers for recreation and park equipment, tables, chairs, and other supplies ($2,160). Please see the attached grant request from the City for further detail on the City's temporary facilities plan.

The Committee recommends that the Board adopt the resolution approving a strategic grant to the City for temporary facilities related to the project in an amount not to exceed $375,000.

5. RAC Grant #6: Business and Operations Plan

The second action item related to the Recreation and Aquatic Center project before the Board on September 2 is a resolution approving a strategic grant to the City of San Bruno for the development of a business plan in an amount not to exceed $60,000.

One of the Foundation's prerequisites prior to approving the large construction grant has been the development of a business and operations plan for the facility to ensure that the City has identified revenue streams and analyzed expenses related to operating and maintaining the Recreation and Aquatic Center once built.

The City has assembled a team of experienced consultants who have significant backgrounds in the areas of finance, operations, marketing and programming to drive the business plan process. Background information on the consultants is included in Exhibit B of the City's proposal.

The planning process includes the following tasks and associated costs:

- Task 1: Kick-Off Meeting with the "Team": $2,500
- Task 2: Foundation for Financial Sustainability: $14,375
- Task 3: Community and Stakeholders Engagement: $7,500
- Task 4: Marketing and Partnerships: $9,375
- Task 5: Models and Options: $8,125
- Task 6: Final Product: $18,125

Exhibit A in the City's proposal elaborates on each of these tasks. The City expects to complete the business plan in late 2020, prior to requesting the final construction grant.

The Committee recommends that the Board adopt the resolution approving a strategic grant to the City for the development of a business and operations plan for the new Recreation and Aquatic Center in an amount not to exceed $60,000.

Representing the City, Audree Jones-Taylor will give a brief presentation on both grant proposals and answer the Board's questions on September 2.

If they are both approved, these two grants will be counted toward the $50 million the Foundation has committed to the RAC project. With these grants, the Foundation will have approved RAC grants totaling $8,412,108. The City expects to request at least one additional grant in fiscal year 2020-2021 to complete the project: Construction, including Demolition (~$41.6 million).

Attachments:

1. RAC Grant #5 Proposal
2. Resolution Approving Strategic Grant to the City of San Bruno for Temporary Facilities Related to the Recreation and Aquatics Center Project in an Amount Not to Exceed $375,000
3. RAC Grant #6 Proposal
4. Resolution Approving Strategic Grant to the City of San Bruno for Business Plan Development Related to the Recreation and Aquatics Center Project in an Amount Not to Exceed $60,000

CITY OF SAN BRUNO
OFFICE OF THE CITY MANAGER

Jovan D. Grogan
City Manager

August 25, 2020

San Bruno Community Foundation
Leslie Hatamiya, Executive Director
901 Sneath Lane, Suite 209
San Bruno, CA 94066

To the San Bruno Community Foundation:

It is with pleasure and excitement that the City of San Bruno submits the grant request for #5 Temporary Facilities relating to the relocation of the City's recreation programs and administrative staff due to the upcoming construction of the new Recreation and Aquatic Center.

The City of San Bruno is requesting the full allocation not to exceed $375,000 to relocate the employees and programs to Capuchino High School, Fireman's Hall, and various underutilized satellite sites as described below.

Below is a summary of the intended uses of the grant funds:

Location	Purpose	
Capuchino High School	Childcare Development Center, Gym, Pool, Internet Access, Custodian Services	$342,024
Fireman's Hall	Upgrade of the facility to include: Painting, detail cleaning and carpeting and installation of office dividers for the use of administrative staff, classes, and meetings	$15,000
Storage Containers	Storage to be used for the recreation and park equipment, tables chairs, etc.	$2,160
Parkside Middle School (Tentitive)	Custodian for games and events	$15,816

Initially in 2019, the City was working with the San Mateo Union High School District (the District) in regards to the possibility of leasing the former Crestmoor High School as a satellite center with the anticipation of the majority of the recreational and camp activities being accommodated. The property is owned by The District and is located at 300 Piedmont. In recent years, the school has been used to house Peninsula High School as well as leased to several other tenants including a preschool and a church.

Unfortunately, after a thorough inspection of the facility, it was determined that the school site would require significant and costly improvements, including a new HVAC system, as the existing system appeared was beyond its useful life.

In addition to the required improvements, the District in March 2019 declared the property as surplus, and District staff was directed to sell the property. The District issued an RFQ to real estate developers for the purchase and development of the property. The property is 40 acres with about 25 acres of developable land.

In light of the situation, the City continued the conversation with the District with an eye toward the use of Capuchino High School. San Bruno Community Services Department staff toured the school site in June 2020 and agreed that the facility would meet the demands and needs of the Department's programs.

The City is interested in the following spaces:

- Childcare Development Center (CDC)
- Kitchen
- Classrooms
- Pool
- Gyms
- Locker Rooms
- Outdoor space for camps

On August 11, 2020, the City received a contract and license agreement from the District.

The initial language in #4 - Facility Priority Use read as follows:

The City and District agree that each will maintain first priority use when either party requests the use of the other party's Facilities and that such use shall be without charge, except as specifically provided for herein. Thus, when the City is not actively using a City-owned Facility, the District shall have first priority to use the Facility if the District so chooses. Likewise, when the District is not actively using a District-owned Facility, the City shall have first priority to use the Facility if the City so chooses.

However, further discussion with the District's General Manager of Facilities revealed some inconsistencies. The District determined that the City would be charged the District's Non-Profit rate as outlined in their Master Fee Schedule (MFS).

The District revised the contract language and Agreement #4 - City's Priority Use of District Facilities Fees. It now states:

The City shall pay for the use of District Facilities based on the Fee Schedule in effect as of the date of the request.

This significant change has caused the City to pause and reassess the overall request for the Capuchino site and seek alternative sites, and reduce the programming at Capuchino High to utilizing only the gym.

City staff will continue to negotiate a reasonable cost for other programming needs and special events on a case by case basis. The Community Services Department will also utilize three city owned facilities, including Fireman's Hall, Belle Air Fire House, and Portola Performing Arts Center, as well as exploring the possibility with the San Bruno Park School District (SBPSD) for the use of the Parkside Middle School Gym.

Fireman's Hall is a City owned facility located downtown at 618 San Mateo Avenue. This facility was the former office for the Chamber of Commerce and was used for small family gatherings. There is space to house the Recreation offices and for storage. The location is ADA accessible and there is street parking on San Mateo Avenue.

The Belle Air Fire House is a city owned facility and is located at 401 3rd Avenue. This building was formerly used as an after school childcare center and for the summer playground program. This site is accessible and can be used for smaller contract classes, such as lecture classes and community group meetings.

Portola Performing Arts Center is another accessible City owned facility with the potential to offer contract classes and teen programming. Portola has served as the hub for the After-School Adventures program for the past 15 years. In addition, contract classes such as Tai Chi and ballet have been offered in the facility.

The City of San Bruno and the San Bruno Park School District is another option and the city have an existing Joint Use Agreement. The agreement allows the City first priority use of SBPSD facilities during after school hours. In return, SBPSD has priority, after the City, for City owned facilities, such as picnic areas, the pool, and the gym. The only cost associated with the use is the direct cost of custodial staff.

Lastly, the City is considering the use of the San Mateo Union High School District's Childcare Development Center (CDC), located at Capuchino High School. The fee includes the cost of gas, water, sewer, electrical services, and technology support. The fee does not include custodial service which the City would provide at its sole cost and expense.

To that end, the City of San Bruno humbly submits this grant request for #5 Temporary Facilities in an amount not to exceed $375,000 for the Temporary Facility relocation of the City's Recreation and Aquatic Programs.

Sincerely,

Jovan D. Grogan
City Manager

RESOLUTION NO. 2020-__

RESOLUTION OF THE SAN BRUNO COMMUNITY FOUNDATION APPROVING STRATEGIC GRANT TO THE CITY OF SAN BRUNO FOR TEMPORARY FACILITIES RELATED TO THE RECREATION AND AQUATICS CENTER PROJECT IN AN AMOUNT NOT TO EXCEED $375,000

WHEREAS, in the spring of 2015 the San Bruno Community Foundation conducted a Community Listening Campaign, through which the upgrade and expansion of San Bruno's community facilities, including its recreation center, swimming pool, and library, as well as the need for community center facilities, were identified as important community needs;

WHEREAS, in November 2015, the Foundation's Board of Directors established a quasi-endowment of $15 million to be invested following a long-term investment strategy, with the remaining balance of the approximately $70 million in the Foundation's funds to be used to fund programs and operations, and identified strategic grantmaking priorities, including such capital projects as upgraded library/community center, year-round swimming pool, and recreation center facilities;

WHEREAS, in January 2016, the Board agreed to provide funds not to exceed $300,000 to the City of San Bruno to fund the completion of a Community Facilities Vision Plan focused on the Foundation's capital project strategic priorities and related facilities;

WHEREAS, from late summer 2016 through the beginning of 2017, the City of San Bruno, with the assistance of Anderson Brule Architects, conducted a community facilities visioning and prioritization process that solicited input from the San Bruno community on capital project concepts involving standalone and combined recreation center, library, community center, and swimming pool facilities;

WHEREAS, on February 14, 2017, after receiving and considering the results of the community facilities visioning and prioritization process, the San Bruno City Council agreed by consensus to build a new recreation and aquatics center facility in San Bruno City Park and directed the City Manager to (a) move forward with selecting a firm to do preliminary conceptual design development and programming, and (b) formally request from the Foundation funding of $50 million to support this project;

WHEREAS, concluding that a new recreation and aquatics center would be a meaningful investment benefiting the entire San Bruno community for years to come and a tangible tribute to the Crestmoor neighborhood and those residents who most directly experienced the devastation of the 2010 gas pipeline explosion, on March 1, 2017, the Board approved a resolution expressing its support for the concept of the Foundation making a strategic grant to the City of San Bruno for the planning, design, and construction of a new recreation and aquatics center in an amount not to exceed $50 million and directing the Executive Director to proceed with negotiating and proposing the terms of such grant arrangement with the City;

WHEREAS, upon advice of legal counsel, the Executive Director and the Ad Hoc Committee on Program Strategy Development proposed a multi-stage grantmaking approach to the project, beginning with a strategic grant to cover expenses related to the project's conceptual design stage;

WHEREAS, in November 2017, the Board approved a strategic grant, in an amount not to exceed $550,000, to the City of San Bruno to cover expenses in connection with the conceptual design of a community recreation and aquatics center for the benefit of the public (RAC Grant #1);

WHEREAS, in November 2018, after the City concluded, with the guidance of Group 4 Architecture, Research + Planning, the conceptual design of the recreation and aquatics center, the Foundation completed payment on the conceptual design grant totaling $416,108.85 (RAC Grant #1);

WHEREAS, in January 2019, with SBCF Board approval, the Foundation and the City executed a grant agreement for the second strategic grant for architectural services related to the recreation and aquatics center project for tasks including schematic design development, preparation of construction and bid documents, and support to the construction bid and award processes and through the project construction, in an amount not to exceed $5,420,388 (RAC Grant #2);

WHEREAS, in March 2019, the Board approved a strategic grant, in an amount not to exceed $1,079,000, to the City to cover expenses associated with obtaining project and construction management services related to the design, development, and construction of a community recreation and aquatics center for the benefit of the public (RAC Grant #3);

WHEREAS, in June 2020, the Board approved a strategic grant, in an amount not to exceed $1,061,611, to the City to cover permit fees and expenses related to City compliance review related to the recreation and aquatic center project (RAC Grant #4);

WHEREAS, because the new recreation and aquatic center will be built in the same location as the existing Veteran's Memorial Recreation Center, the City must secure alternative sites in San Bruno for relocation of Community Services Department offices housed at the Recreation Center as well as the department's program offerings;

WHEREAS, the City has requested a fifth strategic grant supporting the recreation and aquatic center project, in the amount of $375,000, to cover the costs associated with procuring temporary facilities to house the City's Community Services Department's offices and programs (RAC Grant #5); and

WHEREAS, the Board is concurrently considering a request from the City for a sixth strategic grant supporting the recreation and aquatic center project, in the amount of $60,000, to cover the development of a business and operations plan (RAC Grant #6).

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors approves a strategic grant, in an amount not to exceed $375,000, to the City of San Bruno to cover temporary facilities related to the development, and construction of a community recreation and aquatic center for the benefit of the public.

BE IT RESOLVED FURTHER that the Board hereby authorizes Executive Director Leslie Hatamiya to finalize, and execute on behalf of this corporation, a Grant Agreement setting forth the specific terms and conditions, including the specific grant purposes, for such a grant to the City of San Bruno in an amount not to exceed $375,000.

Dated: September 2, 2020

ATTEST:

_____

John McGlothlin, Secretary

I, John McGlothlin, Secretary, do hereby certify that the foregoing Resolution No. 2020-__ was duly and regularly passed and adopted by the Board of Directors of The San Bruno Community Foundation on this 2nd day of September, 2020, by the following vote:

AYES: Board members:

NOES: Board members:

ABSENT: Board members:

CITY OF SAN BRUNO

OFFICE OF THE CITY MANAGER
Jovan D. Grogan
City Manager

August 24, 2020

San Bruno Community Foundation
Leslie Hatamiya, *Executive Director*
901 Sneath Lane, Suite 209
San Bruno, CA 94066

Dear San Bruno Community Foundation,

It is with pleasure and excitement that the city of San Bruno submits the grant request for #6 the Business Plan for the Recreation and Aquatic Center as part of the overall agreement.

The city is requesting $60,000 of the $150,000 in full to begin the process of analyzing the potential revenues and expenses associated with operating the recreation and aquatic center. To include the maintenance cost, programming and staffing levels are required for the grant. The tasks and fees are found in Exhibit A.

The City's Strategic Advisor has assembled a team of Local Consultants who individually have significant background in the areas of finance, operations, marketing and programming. Under the leadership of the Strategic Advisor the team will deliver a plan as outlined below and within Exhibit A.

BACKGROUND In 2015, the San Bruno Community Foundation (SBCF) conducted a broad-based Community Listening Campaign to identify the community's priorities for use of the restitution funds received following the 2010 Pacific Gas & Electric Company (PG&E) gas pipeline explosion in San Bruno's Crestmoor neighborhood. To narrow the results of the Listening Campaign, the City conducted a subsequent facilitated community discussion in 2016, to establish community facility prioritization, which identified replacement of the Veterans Memorial Recreation Center and Swimming Pool as the community's highest priority.

As part of the Listening Campaign more than 1,000 residents, who deeply care about their community, communicated and exhibited a strong sense of commitment and pride in San Bruno. Throughout the two month "Campaign", community members were clearly motivated to participate and provide thoughtful ideas and suggestions as it related to what the Recreation and Aquatic Center could bring to the City of San Bruno.

The goal is to create a Business/Strategic Plan that will serve as the guide of how to operate, program, and create a new revenue source for the new Recreation and Aquatic Center under the jurisdiction of the Community Services Department located at 251 City Park Way, San Bruno, CA. In compiling the plan, it is critical to take into consideration the desires and expectations of the residents based on the "Community Listening Campaign". It was clear that the community's expectations and standards of delivery were the highest elements of the Campaign. It is the Community's desire that the City and the Foundation collaborate in a way that would enhance the City's ability to grow, partner, expand, and generate substantial revenue.

There were seven themes from the Campaign that directly resonated with the Community Service Department that will be addressed and incorporated in the Business/Strategic plan. They include:

1. Upgrade and Expand the Recreation Center, Gym, and Pool

- Expand hours and uses for all ages
- Build a new Recreation Center to include a gym, meeting room space, other recreation spaces
- Build a new indoor pool that is available for use year-round
- Add swimming classes and programming for all ages
- Expand and upgrade the exercise room, adding new equipment
- Make both the park and the pool accessible and inclusive with upgraded parking, curbs, ramps, and playground equipment that are ADA compliant
- Have state-of-the-art sports facilities that can host tournaments and draw money to the City and local businesses
- Lengthen the hours the recreation facilities are open to the public
- Keep the feel and warmth of City Park and the Recreation Center
- Consider charging fees for using the Recreation Center to generate revenue

2. Upgrade and Expand Parks and Open Spaces

- Participants identified the recreation and health benefits that come from San Bruno's parks, open spaces, and trails as important community assets. San Bruno City Park, in particular, is considered an epicenter of the community. Participants expressed a desire to upgrade, expand, and support these assets.
- Upgrade and expand existing facilities, such as playground equipment and restrooms
- Create more hiking and biking trails, particularly in the Sweeney Ridge area, upgrade existing bike paths
- Add outdoor exercise stations and a track for jogging and walking

- Make sure the parks have sufficient lighting for safety and for use after dark
- Make parks and playground areas in the City accessible to all by installing ADA-compliant playground equipment, curbs, parking, sidewalks, and restrooms
- Build a new dog park

3. Community Meeting Spaces – Use Existing Public Facilities

- Many participants expressed the need for more community meeting spaces and programs, suggesting that they be connected to an upgraded Library, City Hall, and/or Recreation Center. Together, these centers would offer space and programming for both adults and youth, with upgraded technology that would keep the community at the forefront of growth and skills training. These centers could also help create a vibrant, engaged community for generations to come, while offering youth and young adults important support, activities, and training.
- Community activity and meeting rooms are needed. New generations of people and workers need better facilities.
- Current facilities limit the programs and events in San Bruno
- Add programs and workshops for both youth and adults
- Add more youth and family activities
- Add job and technology training and workshops
- Having more meeting spaces can generate revenue for the community with rental fees for private events, but it is important to keep these facilities affordable with tiered pricing so the spaces are available to all segments of the community

4. New Multi-Purpose Community Center

- Among the many participants who expressed the need for more community meeting spaces, some suggested a new, stand-alone community center
- Some of the participants who suggested a new Community Center described it as a multipurpose facility with a variety of different programming options (e.g., youth, adult), available for a variety of community events and meetings, including local government (e.g., as a site for City Council meetings). Others suggested a new community center devoted exclusively to culture and the performing arts.
- In both cases, the new Center could serve a revenue generating function through rental fees for private parties and events.

5. Youth Programs and Facilities

- Participants expressed strong support for youth and young adults, highlighting the need for activities, programs, and facilities that will contribute to their development
- Build a Youth/Teen Recreation Center with after-school programs and activities (could be connected to City Park, the Recreation Center, and/or the Library)
- Offer mentoring and tutoring programs
- Develop youth-oriented classes, programs, and workshops, such as language courses and technology training (could be run by the schools or community organizations)
- Add an arcade or game center for youth and teens
- Encourage businesses that provide activities or attractions for teens (e.g., trampoline facility, cafes, and beverage shops like Tpumps) to open in San Bruno to provide teens with more local "hangout" spots
- Keep youth engaged and safe
- Consider investing in facilities that can generate and draw income for the facilities and the community, such as the pool and Recreation Center, meeting rooms, and fields for tournaments

6. Develop Public – Private Partnerships

- Participants suggested that the Foundation and the City partner with businesses and other private entities to leverage funds for various facilities and programs that will benefit the community
- Partner with technology companies (e.g., Google/YouTube) to fund technology upgrades (e.g., free high-speed Internet) and other community resources (e.g. library, schools, facilities, programs).
- Partner with private businesses to upgrade parks, the Recreation Center, and other public facilities
- Partner with the school districts
- Integrate Community Resources
- Many participants encouraged collaboration across community resources and services, including the development of volunteer programs, as a way to leverage

resources and restitution fund while incentivizing community members to help improve the City
- Encourage cross coordination among current centers and programs to share resources
- Leverage the expertise and time of retired, military, and college and high school students
- Coordinate social services to youth and families with school services and offerings
- Share community resources and spaces (e.g. Capuchino High School's theater as a fine arts center, schools share fields with sports programs, library adds a technology center)
- To encourage volunteerism, create a volunteer recognition program, including monetary awards for stellar San Bruno volunteers
- Start a volunteer program with youth and sports groups to help maintain the fields

7. Social Services and Affordable Housing

- Offer youth and family services (health, mental health, etc.) at schools
- Offer job training and technology training for the unemployed
- Community Events and Public Awareness
- Participants value San Bruno's strong sense of community and would like to see more events that enhance awareness and participation by creating places for people to gather and create community together.
- Bring people together with community events
- Create a larger, more engaged sense of community
- Increase fun activities for youth and families
- Have a system to let people know what activities and services are available, including installation of a digital community announcements board and creation of a community events email list
- Have monthly events that draw local residents, support local businesses, and create community
- Start a Neighborhood Block Party Program
- Have monthly and seasonal events that draw people into the area

In addition to using the Listening Campaign as a guide, it is imperative that the Consulting Team review, respond, and listen to the questions and statements from City Council, other boards, and commissions, and incorporate any changes within the community in the last five years while also conducting interviews via zoom or in-person when appropriate and doable.

There are six tasks associated with the Business/Strategic Plan. These tasks are outlined and attached in Exhibit A.

With gratitude,

Jovan D. Grogan
City Manager

EXHIBIT A

TASKS AND FUNDING REQUEST
RECREATION AND AQUATIC CENTER

Task 1: Kick-Off Meeting with the "Team"

The purpose of the meeting is:

1. to introduce Jovan Grogan City of San Bruno City Manager, and hear his vision and concept of the Recreation and Aquatic Center, and stakeholders
2. to introduce the team members,
3. to review relevant background information to understand and confirm the goals and objectives with the Team, and
4. to set realistic timelines, establish regular communication channels, and create an information-sharing process.

Deliverables to include:

- establishment of timeline and important deadlines and milestones

Task 2: Foundation for Financial Sustainability

Scan facilities and amenities that are similar in size and in program offerings to anticipate and recommend for the Recreation & Aquatic Center.

Deliverables to include a scan of:

- surrounding Bay Area public facilities managed by a municipality
- university or college operations
  - at least one privately-owned sports facility similar to the designed property that offers a natatorium, fitness gym, and indoor basketball to the public (to include financial data where applicable).

Each profile should include, at minimum:

1. a concise description of the relevant recreational amenities offered, if applicable, including the jurisdiction and governance of the managing agency or organization,
2. a summary of relevant recreational program goals and policies,
3. a summary of daily use rates or fee schedules, including a description of any vouchers, passes, or discount programs used to reduce the cost of recreational amenities for lower or middle-income populations, any criteria for participation in these programs, and any policies or guidance for adjusting rates or fees to advance access and/or meet constituent engagement objectives, and

4. an overview of the process used to design the recreational amenities to develop a strong membership-based program that will support the sustainability of the entire facility, while also ensuring it is affordable for the vulnerable population including seniors and provide best practices in this critical area, and
5. an expense breakdown by cost centers to include utilities, annual maintenance repairs, pool supplies, janitorial supplies, office supplies.

Task 3: Community and Stakeholders Engagement

The "Team" will engage and review the community workshops and listening campaign sessions in addition to hosting a minimum of five individual interviews with the community and political leaders to understand expectations and integrate their information with our findings regarding best practices in recreation services, aquatics, and fitness centers in both the public and private sector. The Team will use the existing information gathered by Group 4 and other pertinent documentation to guide the conversation in delivering quality programs and services to the residents of San Bruno.

Deliverables to include:

- a minimum of five stakeholder/community engagement meetings/events to ensure that community voices are heard and incorporated in addition to understanding the needs and expectations of the stakeholders
- an overview of sample relevant partnerships and the existence and availability of any associated written partnership agreements, whether formal or informal, which address programming
- a scan of relevant recreational programs, fitness gym operations, and aquatic centers at local, public, and private entities and prepare concise profiles of 3-5 exemplary programs or projects

Task 4: Marketing and Partnerships

The Team will identify and review relevant information on a national and local level on best practices, for creating and implementing quality fee base programs and services that would support the sustainability of the center through partnerships and leveraging services via a strong marketing plan.

Deliverables to include:

- a detail description of marketing and/or communication efforts that are focused on engaging a wide range population to include youth-serving groups, nonprofit organizations, Corporate America, adults, and seniors
- the enhancement and opportunities of contracting classes and increasing rentals through promotions, marketing, and relationships with local artist, dance studios, independent contractors, trainers, in addition to the promotions in wedding magazines, special events, and highlighted as a training center
- a description of marketing tools and venues that have been considered successful in reaching the community as a whole and attracting non-traditional users
- an overview of sample relevant partnerships and the existence and availability of any associated written partnership agreements, whether formal or informal, which address programming and services
- the development of principles/best practices for public-private partnerships with recommendations

Task 5: Models and Options

The Team shall present and make recommendations of various operating models and options for the staffing levels and program offerings, in addition to projecting the annual cost using in-house staff.

Deliverables to include:

- identify and create quality indicators of potential program options for consideration for effective implementation
- provide information based on consideration for a hybrid approach using city employees for community-based programming and services, and contracting out for maintenance and the operation of the fitness center, and the offering high-end contract classes and/or maintaining the traditional services of everything operated in-house. (programming, operations, and maintenance)
- use the analysis to inform the City Manager, Parks and Recreation Commission, and the Steering Committee about opportunities to create a new model of delivering services that include: recreation, fitness, aquatic, and community services that are affordable, accessible, and available for the entire community, in addition to recommending staffing levels and models
- provide recommendation on qualities, skill set, and leadership capacity to be considered in hiring personnel

Task 6: Final Product

In conclusion, as we prepare this document, it is the Team's commitment to take into consideration the community's desire that the City and the San Bruno Community Foundation collaborate in a way that would enhance the city's ability to grow, partner, expand, and generate revenue.

There were seven themes from the campaign that directly resonated with the Community Service Department that will be addressed and incorporated in the Business/Strategic plan. They are attached to this document.

Deliverables to include:

- the development of a Business/Strategic Plan for the operation and maintenance of the Recreation and Aquatic Center
  - market analysis on neighboring communities and like-minded amenities
  - cost analysis on what the community can bear while ensuring the facility is sustainable without becoming a burden on the General Fund
  - programming designs and recommendations that will generate revenue and attract users of all incomes and ages
- a new model for delivering recreation programs and services with a focus on the following
  - analysis of the value of recreation and play
  - demonstration of the impact activity and engagement in physical act
  - how play, recreation, and outdoors address adverse childhood experiences (ACES)
  - recommend training programs, conferences, and membership that would add value to the organization and encourage personal growth.
- a draft of the final report for the purpose of providing review, feedback, and final editing of the written plan
- an opportunity to proofread, copyedit, substantive content edits, and format & style management and work with local, freelance graphic designer, women-owned business, to finalize finished product
- final product delivered 60 days from the time the agreement is signed

Preliminary Schedule

The “Team” anticipates initiating this project within two weeks of receiving a signed agreement, no later than the effective date of August 3, 2020 with a completion date of November 9, 2020. The Team is committed to bi-weekly check-ins as deemed necessary by the City Manager. It is the goal of the Team to be completed before the holidays and before nearing the demolition of the Veterans Memorial Recreation Center.

Term of Agreement

The term of this agreement shall be fourteen (14) weeks, effective date no later than August, 3, 2020 through November 20, 2020.

Project Cost

The total cost for Business/Strategic Plan $60,000. The city is requesting the $60,000 up due to the short turn around.

TASK	FEE
Task 1: Kick-Off Meeting with the “Team”	$2,500
Task 2: Foundation for Financial Sustainability	$14,375
Task 3: Community and Stakeholders Engagement	$7,500
Task 4: Marketing and Partnerships	$9,375
Task 5: Models and Options	$8,125
Task 6: Final Product	$18,125
TOTAL	**$60,000**

EXHIBIT B

CONSULTING TEAM BIO'S

CITY OF SAN BRUNO RECREATION AND AQUATIC CENTER

Audree V. Jones-Taylor Parks

Recreation & Community Services Professional; Passionate Advocate

An established leader who has leveraged passion and confidence to bring innovative solutions to parks, recreation, conservation, preservation, and play with a special love for building strong relationships. Focused toward common goals of improving the lives and experience of vulnerable communities – *making a difference.*

Proven Leader

Decades of experience in a broad base of public and nonprofit sector public facing organizations with a proven track record of cultivating community partners. Knowledgeable in public policy, budget management, staffing strategies, administrative policy development, and innovative programming. Strong organizational skills, experienced manager, effective leadership, capacity builder, high standards, entrepreneurial.

Creative Fundraiser

Extensive experience in research of trends and funding opportunities, creative financing, training, community outreach and engagement, group facilitation, nontraditional programming, fund development, extensive legislative work, development of partnerships, lobbying, and strategic planning.

Dr. Nina S. Roberts

Nina Roberts is a dynamic educator and respected leader. Her research is highly regarded in the areas of race/ethnicity, culture and natural resources. She is also nationally known for her work pertaining to urban youth as well as women and girls outdoors including the connection to developing healthy lifestyles. Nina is both a visionary and action oriented; she's been acknowledged for her commitment to social justice, equity & inclusion with desire to break down barriers–especially relating to diversity, park access and recreation opportunities on public lands. Her work provides leaders and managers in outdoor recreation/adventure, natural resource education, and conservation with new ideas and resources needed to respond more effectively to changing demographics, as well as cultural shifts and trends across the U.S.

Nina is a woman of famously prodigious energies. A New Yorker by birth, a social scientist by training, she was recruited and appointed to the faculty at San Francisco State University in 2005 after spending 22 years of her career in the field. She is currently a professor in the department of Recreation, Parks, & Tourism and faculty director of the Institute for Civic & Community Engagement (ICCE). Prior to her role with ICCE, Nina was the director of SFSU's Pacific Leadership Institute. Nina joined the ranks of higher education from the National Park Service (NPS) where her NPS employment stemmed from a graduate internship in the Intermountain Region while completing her Ph.D. at Colorado State University. She later obtained permanent status as an Education & Outreach Specialist with the Natural Resource Program Center. During this time, she

completed a 3-month detail in the NPS Director's office & was one of the contributors to the groundbreaking NPS Report to Congress on Diversity Initiatives.

Dr. Nina S. Roberts (cont.)

Prior to her work with the NPS, Nina was a Research Associate with the Student Conservation Association (SCA). Preceding this position, she was the Assistant Director of SCA's National Urban and Diversity Programs managing several urban centers' across the country. Her work engaged primarily young people of color and girls/ women in natural resources, outdoor recreation, conservation, and career development. She continues supporting the NPS and park partners through her research involving community engagement, outreach planning, & program evaluation. Furthermore, Nina has also conducted youth development research with a variety of organizations including the U.S. Forest Service, Golden Gate National Parks Conservancy, and East Bay Regional Parks. Additionally, she worked with a great team on visitor use/non-use studies with GGNRA as well as Marin and San Mateo County Parks.

A Fulbright Scholar in India (Indo-American Environmental Leadership Program), Nina has served on numerous boards and councils including Yosemite Institute & GirlVentures and is currently a member of the Advisory Board of UC Berkeley's Institute for Parks, People, and Biodiversity. Relatedly, she has consulted with such notable organizations as the Resources Legacy Fund, the Potrero Group, and the CA Coastal Conservancy. She also plans and facilitates cultural competency trainings ranging from outdoor leaders at Princeton University to senior refuge managers with the Fish & Wildlife Service. She has also served as consultant for the Yale School of Forestry through involvement with their "Broadening the Base" conservation workshop for Land Trust Managers. Her advice is well researched and validated by personal outdoor experiences and improved upon through partnerships and training that she's facilitated for both low and high performing organizations.

Nina has interviewed with the *Boston Globe, L.A. Times, NBC News Bay Area, New America Media, The New York Times, High Country News, Public Radio International, CNN.com, and National Geographic* regarding diversity, equity and national parks and use of public lands. She is featured in the landmark publication, *Black and Brown Faces in America's Wild Places*. Nina is a well-published author including numerous journal articles, book chapters and government General Technical Reports about social and environmental justice, women/girls outdoors, youth leadership, and about her multiracial identity. She is a valued keynote speaker and is humbled by the honors and recognition received for her work and dedication to the field of parks, recreation, conservation, with experiential learning at the core of her actions and convictions. Nina loves to hike and camp, is a drummer, enjoys her model trains, plays chess, enjoys biking, kayaking, sailing, and flying kites on the beach!

Jason Mitchell

Jason brings over 18 years of experience providing municipal facility condition assessment services allowing clients to optimize long-term facility investments. In overseeing over 150 municipal facilities, he has used a comprehensive methodology to determine current building deficiencies and estimated costs associated with renewal, repair, and code compliance. His experience performing facility analysis focused on determining immediate and long-term costs liabilities for building component lifecycle renewal, deferred maintenance, code compliance, and functional inadequacies based on an industry-standard cost database. His work is used to inform

municipalities to address operational requirements, programming needs, facility renewal forecasting, and funding

Jason Mitchell (cont.)

scenarios for capital project planning. He managed an operating budget of over $1.6 billion annually and a capital portfolio of $550M. Jason holds a certification from the University of Southern California (USC) Lusk Center's Ross Minority Program in Real Estate (RMPIRE) and holds a California Real Estate Brokers License for the last 16 years. Jason was previously the Director, Assistant Director, and Agency Administrator of the Public Works Department and directly managed the city's facilities and infrastructure.
His prior work includes serving as the Administrative Services Manager for the City of Oakland's Parks and Recreation Department where he oversaw construction of the East Oakland Sports Center and numerous other capital recreation projects. He also served as the Chief Financial Officer for the City and County of San Francisco's Head Start program.

He is in the final stages of obtaining his doctoral degree in Organizational Development and Leadership at the University of San Francisco. He also holds a Master's in Business Administration from USF's School of Management and a Bachelor of Science degree with a concentration in Finance from California State University, East Bay.

Leonard Weingarten

Leonard Weingarten has a rich track record in developing, marketing, and managing a broad scope of successful regional to national business, civic, and nonprofit partnerships and programs.

Prior to joining the San Rafael Chamber, Leonard was a business advisor with the Small Business Development Center. He spearheaded various Marin and Sonoma County marketing efforts and managed a two county youth entrepreneurial program that exceeded its goal by more than 700%.

At Enterprise for High School Students, a San Francisco youth employment nonprofit, Leonard created a new department leading the agency's partnerships with the business sector. During his tenure, Enterprise was nationally honored by the United States Department of Labor.

Earlier in his career, some of his sports and entertainment achievements included projects for two Summer Olympic Games, public relations for the Rose Bowl Parade and Game, and fundraisers featuring Ray Charles. He also worked for the Oakland Raiders and designed a sports marketing class which he taught to an international audience at U.C. Berkeley for five years.

Leonard has a B.A. in Recreation Administration from California State University, Chico, an Executive Certificate in Nonprofit Management from USF, and is an alumnus of Leadership San Francisco and the San Rafael Leadership Institute. He is involved with the Barowsky School of Business at Dominican University of California, USF's Gellert Family Business Resource Center, and the College of Marin.

RESOLUTION NO. 2020-__

RESOLUTION OF THE SAN BRUNO COMMUNITY FOUNDATION APPROVING STRATEGIC GRANT TO THE CITY OF SAN BRUNO FOR BUSINESS PLAN DEVELOPMENT RELATED TO THE RECREATION AND AQUATICS CENTER PROJECT IN AN AMOUNT NOT TO EXCEED $60,000

WHEREAS, in the spring of 2015 the San Bruno Community Foundation conducted a Community Listening Campaign, through which the upgrade and expansion of San Bruno's community facilities, including its recreation center, swimming pool, and library, as well as the need for community center facilities, were identified as important community needs;

WHEREAS, in November 2015, the Foundation's Board of Directors established a quasi-endowment of $15 million to be invested following a long-term investment strategy, with the remaining balance of the approximately $70 million in the Foundation's funds to be used to fund programs and operations, and identified strategic grantmaking priorities, including such capital projects as upgraded library/community center, year-round swimming pool, and recreation center facilities;

WHEREAS, in January 2016, the Board agreed to provide funds not to exceed $300,000 to the City of San Bruno to fund the completion of a Community Facilities Vision Plan focused on the Foundation's capital project strategic priorities and related facilities;

WHEREAS, from late summer 2016 through the beginning of 2017, the City of San Bruno, with the assistance of Anderson Brule Architects, conducted a community facilities visioning and prioritization process that solicited input from the San Bruno community on capital project concepts involving standalone and combined recreation center, library, community center, and swimming pool facilities;

WHEREAS, on February 14, 2017, after receiving and considering the results of the community facilities visioning and prioritization process, the San Bruno City Council agreed by consensus to build a new recreation and aquatics center facility in San Bruno City Park and directed the City Manager to (a) move forward with selecting a firm to do preliminary conceptual design development and programming, and (b) formally request from the Foundation funding of $50 million to support this project;

WHEREAS, concluding that a new recreation and aquatics center would be a meaningful investment benefiting the entire San Bruno community for years to come and a tangible tribute to the Crestmoor neighborhood and those residents who most directly experienced the devastation of the 2010 gas pipeline explosion, on March 1, 2017, the Board approved a resolution expressing its support for the concept of the Foundation making a strategic grant to the City of San Bruno for the planning, design, and construction of a new recreation and aquatics center in an amount not to exceed $50 million and directing the Executive Director to proceed with negotiating and proposing the terms of such grant arrangement with the City;

WHEREAS, upon advice of legal counsel, the Executive Director and the Ad Hoc Committee on Program Strategy Development proposed a multi-stage grantmaking approach to the project, beginning with a strategic grant to cover expenses related to the project's conceptual design stage;

WHEREAS, in November 2017, the Board approved a strategic grant, in an amount not to exceed $550,000, to the City of San Bruno to cover expenses in connection with the conceptual design of a community recreation and aquatics center for the benefit of the public (RAC Grant #1);

WHEREAS, in November 2018, after the City concluded, with the guidance of Group 4 Architecture, Research + Planning, the conceptual design of the recreation and aquatics center, the Foundation completed payment on the conceptual design grant totaling $416,108.85 (RAC Grant #1);

WHEREAS, in January 2019, with SBCF Board approval, the Foundation and the City executed a grant agreement for the second strategic grant for architectural services related to the recreation and aquatics center project for tasks including schematic design development, preparation of construction and bid documents, and support to the construction bid and award processes and through the project construction, in an amount not to exceed $5,420,388 (RAC Grant #2);

WHEREAS, in March 2019, the Board approved a strategic grant, in an amount not to exceed $1,079,000, to the City to cover expenses associated with obtaining project and construction management services related to the design, development, and construction of a community recreation and aquatics center for the benefit of the public (RAC Grant #3);

WHEREAS, in June 2020, the Board approved a strategic grant, in an amount not to exceed $1,061,611, to the City to cover permit fees and expenses related to City compliance review related to the recreation and aquatic center project (RAC Grant #4);

WHEREAS, the City has requested – and the Board is concurrently considering - a fifth strategic grant supporting the recreation and aquatic center project, in the amount of $375,000, to cover the costs associated with procuring temporary facilities to house the City's Community Services Department's offices and programs (RAC Grant #5);

WHEREAS, the City seeks to develop a business and operations plan for the recreation and aquatic center to ensure that the City has identified revenue streams and analyzed expenses related to operating and maintaining the new facility once built; and

WHEREAS, the City has requested a sixth strategic grant supporting the recreation and aquatic center project, in the amount of $60,000, to cover the development of a business and operations plan (RAC Grant #6).

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors approves a strategic grant, in an amount not to exceed $60,000, to the City of San Bruno to cover the development of a business and operations plan related to the development and construction of a community recreation and aquatic center for the benefit of the public.

BE IT RESOLVED FURTHER that the Board hereby authorizes Executive Director Leslie Hatamiya to finalize, and execute on behalf of this corporation, a Grant Agreement setting forth the specific terms and conditions, including the specific grant purposes, for such a grant to the City of San Bruno in an amount not to exceed $60,000.

Dated: September 2, 2020

ATTEST:

_____

John McGlothlin, Secretary

I, John McGlothlin, Secretary, do hereby certify that the foregoing Resolution No. 2020-__ was duly and regularly passed and adopted by the Board of Directors of The San Bruno Community Foundation on this 2nd day of September, 2020, by the following vote:

AYES: Board members:

NOES: Board members:

ABSENT: Board members:

SAN BRUNO
Community Foundation

Memorandum

DATE: **August 28, 2020**

TO: **Board of Directors, San Bruno Community Foundation**

FROM: **Leslie Hatamiya, Executive Director**

SUBJECT: **Reports on COVID-19 Relief Grants and Resolution Approving Strategic Grant to the Child Care Coordinating Council of San Mateo County to Support San Bruno Child Care Facilities through the Child Care Relief Fund in an Amount Not to Exceed $100,000**

At the September 2, 2020, Board meeting, the Board will receive updates on two of the COVID-19 relief grants the Board approved in May and consider an additional COVID-19 relief grant supporting child care facilities in San Bruno.

1. Report on SBPSD Teacher Laptop Initiative to Support Distance Learning

On May 6, 2020, the Board approved a $240,000 grant to the San Bruno Education Foundation to underwrite the purchase of laptops for all TK-8 teachers in the San Bruno Park School District (SBPSD) to support distance learning as a result of school site closures caused by the COVID-19 pandemic. Later in May, then-SBPSD Interim Superintendent Sharon Kamberg informed me that, in the process of seeking quotes for the order of laptops, the district's information technology staff found some unexpected savings. She requested that the savings be used to purchase additional laptops that would be distributed to all preschool teachers as well as some support staff, including counselors, psychologists, and support services staff, to which I agreed. The grant agreement, which was executed in June, includes the purchase of 125-135 laptops (increased from the original projection of 115) for use by all preschool-eighth grade teachers and some district staff, as well as the Jamf device management software to enable SBPSD IT staff to efficiently manage and support use of the laptops.

The new school year begins on August 31 for the district, and, because San Mateo County is on the State of California's monitoring list, the year will begin with all instruction being conducted via distance learning, with SBPSD teachers using new laptops funded by the SBCF grant. On September 2, new SBPSD Superintendent José Espinoza will update the Board on the grant and how the laptops are benefiting teachers. Former San Bruno Education Foundation Vice President Bryan Vander Lugt will also comment on the grant.

Attached to this memo is the press release announcing the appointment of Mr. Espinoza, who assumed the Superintendent position on July 1.

2. Report on BAEC San Bruno Small Business Recovery Assistance Program

Another COVID-19 relief grant that the Board approved on May 6 was a $100,000 grant to the San Mateo County Community College District to enable Skyline College's Bay Area Entrepreneur Center to launch the San Bruno Small Business Recovery and Assistance Program. The SMCCCD Board of Trustees formally accepted the grant at its June 24 meeting. Leveraging the BAEC's partnerships with the San Bruno Chamber of Commerce, Skyline College's Accounting Department, SCORE, and the Small Business Development Center (SBDC), this program is offering no-cost financial advising, business consulting, tax preparation, translation services, valuable business tools, and a host of virtual workshops, to assist small businesses with navigating funding programs, managing their new financial picture and with exploring and understanding their options going forward in the face of COVID-19 impacts.

At the June 3 Board meeting, BAEC Director Pcyeta Stroud reported on the program's outreach efforts to San Bruno small businesses. On September 2, Ms. Stroud will provide another update to the Board on the program's progress over the summer.

3. Resolution Approving Strategic Grant to the Child Care Coordinating Council of San Mateo County to Support San Bruno Child Care Facilities through the Child Care Relief Fund in an Amount Not to Exceed $100,000

When the Board approved three COVID-19 relief grants in May – the two mentioned above as well as a $150,000 grant supporting San Bruno small businesses through the San Mateo County Strong Small Business Grant Program – we said that we would continue to look for areas of need resulting from the pandemic that the Foundation could help address. While we know that many businesses are currently struggling, one critical segment that has been especially hard hit has been child care centers. The attached article in the August 24, 2020, edition of the *San Mateo Daily Journal* gives an excellent overview of the challenges the child care industry faces, including "income limited by shrinking enrollment and capacity limitations, increased costs associated with heightened security measures, and restrictive operational mandates." This is for an industry that provides an essential service that was, prior to the pandemic, struggling to keep up with demand. Essential workers need child care to do their jobs. And even for those parents who are able to work from home right now, the eventual reopening of the economy will require them to regain the child care they need. If many child care centers go under as a result of COVID, our local economy and San Bruno families will experience the significant negative consequences.

SAN BRUNO
Community Foundation

Memorandum

The County of San Mateo just launched a "Child Care Relief Fund" (see attached program flyer). This program will distribute $2 million of San Mateo County's CARES Act funds to child care programs that have been adversely impacted by COVID-19. Grants will cover the equivalent of one month of operating expenses (up to $10,000 for in-home care and up to $55,000 for centers) and will be distributed broadly throughout the county to programs that provide child care services to the most vulnerable county residents. The program has many similarities to the San Mateo Country Strong Small Business Grant Program, but one key difference is that the distribution will not be first come, first served. Rather, the County has developed a formula to first support programs serving the most vulnerable county residents, including those providing subsidized care and participating in programs like The Big Lift. The application period opened on Monday, August 24, for a two-week period that closes on Friday, September 4.

Like SMC Strong, municipalities and other organizations are able to make donations to the Child Care Relief Fund specifically earmarked to fund programs in a specific jurisdiction. These additional donations would be distributed after the County's funds are fully disbursed, so they would be additive (that is, they would not supplant grants to San Bruno programs that would have otherwise been funded by County funding). The program has received a large number of applications, including many from San Bruno, in its first few days, and organizers anticipate the demand for grants will far exceed the funds available. Other entities, including municipalities, are currently considering contributions to the Child Care Relief Fund.

I am recommending that SBCF contribute $100,000 targeted specifically for San Bruno child care providers through the Child Care Relief Fund. The Foundation's grant would be made to the Child Care Coordinating Council of San Mateo County (4Cs), which would then transfer the funds to the San Mateo Credit Union, which is administering the grants, similar to its role with the San Mateo County Strong Small Business Grant Program.

The County has partnered with the Community Equity Collaborative to oversee the program, and Heather Hopkins, an organizing member of the Collaborative, will attend the September 2 Board meeting to give a brief presentation on the Child Care Relief Fund and answer questions.

Attachments:

- Press Release of the San Bruno Park School District, dated May 14, 2020, regarding New Superintendent for San Bruno Park School District
- *San Mateo Daily Journal, "San Mateo County child care providers squeezed by COVID-19," August 24, 2020*
- Child Care Relief Fund Flyer
- Resolution Approving Strategic Grant to the Child Care Coordinating Council of San Mateo County to Support San Bruno Child Care Facilities through the Child Care Relief Fund in an Amount Not to Exceed $100,000

San Bruno Park School District
Innovate • Motivate • Educate

500 Acacia Avenue, San Bruno, CA 94066-4222
Tele: 650.624.3100

NEW SUPERINTENDENT FOR SAN BRUNO PARK SCHOOL DISTSRICT

San Bruno, CA. May 14, 2020. In action taken on May 13th, 2020, San Bruno Park School District Board of Trustees voted to appoint José Espinoza to become the District's next Superintendent (Trustee Jennifer Blanco dissenting). The appointment is effective July 1, 2020.

An educator for twenty-four years, Mr. Espinoza is currently Assistant Superintendent in the Mt. Diablo Unified School District, which serves 30,000 students. He joined that district in 2011, quickly advancing to Principal then Director of English Learner Services before assuming his current role. His teaching experience spans elementary through high school. Mr. Espinoza holds degrees in political science and educational administration from UC Berkeley and California, State University Fresno, respectively. Mr. Espinoza is on track this year to complete his Doctoral degree in Educational Leadership from UC Davis

San Bruno Park serves a culturally, ethnically, and socioeconomically diverse student body; 40 percent of the students are English Language Learners. Mr. Espinoza, brings to the position of Superintendent a rare combination of educational leadership experience, passion for his profession and the difference teaching can/must make in the lives of all children, and a personal background growing up in poverty in an immigrant family. Further, Mr. Espinoza has experience implementing bond projects.

Important to San Bruno Park, Mr. Espinoza is a strong believer in the power of community and its necessary role in partnership with schools. This will be especially valuable in moving the District forward with the *Portrait of the Graduate* work, incorporated into strong strategic planning that is focused on the power of teamwork to move students forward in positive ways.

"The Board is very impressed with Mr. Espinoza's grasp of the necessity to focus the District on school improvement and within that context, to empower a community to define academic expectations for student learning", commented Board President Teri Chavez.

Commenting on his appointment, Mr. Espinoza shared, "At an early age, I became a public education activist, believing that all students must have equitable access to high quality educational outcomes. I am confident that my personal and professional experience and skills are a positive fit to embrace the challenges San Bruno Park faces, especially now with responding to the delivery of education in the face of COVID 19. The District has embarked on significant transformation work: *Schools with Tomorrow Inside* and *Portrait of the Graduate*. I am excited to provide new leadership to move these efforts forward in the best interest of all of San Bruno's children, which will enhance the San Bruno community as a whole".

The father of three children ranging in age from college to freshman in high school, Mr. Espinoza considers his family to be his other primary focus/interest and delights in spending time with his wife, also an educator, attending their children's extensive sports activities and other family time.

BOARD OF TRUSTEES:
Jennifer M. Blanco • Teri L. Chavez • Kevin J. Martinez • Andrew T. Mason • Henry Sanchez, M.D.

Sharon Kamberg, Ed.D., *Superintendent*

https://www.smdailyjournal.com/news/local/san-mateo-county-child-care-providers-squeezed-by-covid-19/article_d7524136-e5b4-11ea-bff6-27c8c4806871.html

FEATURED

San Mateo County child care providers squeezed by COVID-19

Strained essential industry pushed to its limit by pandemic

By Austin Walsh Daily Journal staff
Aug 24, 2020

Local child care centers already struggling to accommodate demand are facing new challenges amid the pandemic.

A child care industry already hard pressed to accommodate demand under normal conditions has been ravaged by COVID-19, said officials and providers scrambling to preserve the essential service.

Income limited by shrinking enrollment and capacity limitations, increased costs associated with heightened security measures and restrictive operational mandates are key challenges facing providers amid the pandemic.

These are piled on top of the existing hardships associated with paying high rents, navigating cumbersome licensing processes and meeting the growing needs of a community reliant on quality child care programs.

Lisa Kiesselbach, executive director at Palcare in Burlingame, bleakly assessed the landscape for child care providers who will ultimately play a key role in helping the county recover.

“If child care doesn’t work, nobody works,” she said.

Financial constraints

For Kiesselbach, her company is earning about 25% of its normal revenue since restarting in April after a three-week shutdown following the shelter-in-place mandate in the spring.

She said the income loss is primarily due to caps on class sizes, which is limited to 12 kids per bubble under orders of health officials. Her facility has more space to operate, enough staff to work and a waitlist to join, but she cannot accommodate that demand.

“We are pretty much at the mercy of the mandates,” she said.

Yet despite the challenge, Kiesselbach said her company has been able to rely on reserves and avoid laying off any of its nearly 40 employees.

Operations are amended as her teams ramp up security protocols to assure the safety of students and families, but in all, Kiesselbach said morale at the center is relatively stable. Their collective spirits were further raised Monday, Aug. 17, with the opening of a new center accommodating toddlers and infants.

That is a very different experience from so many other local child care providers, said Christine Padilla, director of Build Up For San Mateo County’s Children.

“It’s a scary time,” said Padilla, pointing to reports suggesting many local services will not be able to weather the storm.

To that end, 56% of providers participating in a survey issued by the organization are projecting a net loss of income this fall and 48% of programs have less than one month or less cash on hand.

Bad situation made worse

Financial constraints are compounded because providers must keep staffing levels high for adequate oversight of small classes, while paying more for protective equipment and sanitation supplies, said Padilla.

With fears the lingering pandemic could claim as many as half the local programs, the report indicates the existing shortfall of 24,000 child care spaces could grow to as many as 44,000.

The county's shortage was driven largely by the cost of living, as many families required child care so both parents could work. Affordability concerns also existed for providers struggling to pay staffs a living wage while also making big rent payments for large facilities.

The choice to shutter is often permanent for providers, said Padilla, due to the difficulties with advancing through a tangled web of licensing obligations and the high cost of finding new spaces.

Recognizing the dire circumstances, Padilla said the focus of her organization's work shifted from looking to grow the availability of child care programs before the pandemic to merely preserving those still operating.

"We really need a huge infusion of money to sustain it," said Padilla, nodding to the main hurdle which the industry must overcome.

Life preserver

In recognition, the San Mateo County Board of Supervisors approved a $2 million grant program in CARES Act funding to help local providers.

Of the sum, $1.35 million will be paid to child care centers through a minimum of 25 grants worth up to $55,000. The rest will be paid to family child care homes, with a minimum of 65 grants worth up to $10,000.

"COVID has exposed how fragile the child care system is … It has been hit incredibly hard by the pandemic, in part, because they were in such a precarious situation to start," said Supervisor Dave Pine, who worked with Supervisor Carole Groom to sponsor the county' board's grant program.

For his part, Pine said he is hopeful the Federal government will approve a stimulus package that will grant the industry additional relief. But in the absence of financial aid, he noted providers are largely at the mercy of the virus.

"With the county program, we are casting out a life preserver and what we really need is a big boat," he said.

Appreciative for the contribution, Padilla projected that as much as $16 million was needed to meet the needs of local providers.

Sarah Kinahan, coordinator with the Child Care Partnership Council, succinctly gauged the state of the industry.

"They are extremely concerned across the board," said Kinahan, whose organization is a joint initiative between the county board and county Office of Education.

'I know every single kid'

It's not all doom and gloom though, as Kinahan has been inspired to see the ways some providers have bent their services to meet the emerging needs of a school community altered by COVID-19.

Those that can will refocus on a new set of students, said Kinahan, likely accommodating an older group who must remain home on remote learning assignments rather than return to school campus.

Similarly, she shared her admiration for the many providers who remain committed to offering an essential service — despite the exigent conditions.

"I've been really impressed with how programs have taken on the conditions for health and safety and still want to do this work," she said.

Kiesselbach is one of those people. The director whose responsibilities prior to the pandemic circled largely around reporting to fellow administrators shifted to meeting students at the door of the facility, helping them through safety and sanitation protocols and ushering them to their classroom.

"I know every single kid by name," she said.

Moved to laughter by the silver lining, Kiesselbach detailed the resilient perspective required to survive a uniquely difficult stretch.

"We are all getting through it," she said.

A kindred spirit, Padilla shared a similar perspective.

“I do feel optimistic that we will pull through this but I think it is going to take a lot of work,” she said.

austin@smdailyjournal.com

(650) 344-5200 ext. 105

CALL FOR APPLICATIONS

In July, the San Mateo County Board of Supervisors allocated $2M of CARES Act funds to the **Child Care Relief Fund**. Eligibility for this grant program is limited to **licensed child care centers** and **family child care homes** as well as **license-exempt public recreation and school-district operated programs** in the county that have been adversely impacted by COVID-19.

The application opens **Monday, August 24** at 9am. All applications must be received by **Friday, September 4** at 5pm.

SEPT 4

Grants will cover **one month of operating expenses** up to $10,000 for family child care homes and $55,000 for child care centers. Multi-site agencies are eligible for one grant.

The program will **prioritize child care programs that serve the most vulnerable San Mateo County residents**, demonstrate fiscal sustainability, and participate in existing county initiatives such as The Big Lift and Quality Counts.

FOR MORE INFORMATION AND TO APPLY:

Visit **bit.ly/SMC_ChildCareRelief**.

Questions? Contact Heather Hopkins at heather@communityequitycollaborative.org. or 650.283.5112.

Point your camera app here to visit the website!

SAN MATEO COUNTY

CHILD CARE RELIEF FUND

RESOLUTION NO. 2020-__

RESOLUTION OF THE SAN BRUNO COMMUNITY FOUNDATION APPROVING STRATEGIC GRANT TO THE CHILD CARE COORDINATING COUNCIL OF SAN MATEO COUNTY TO SUPPORT SAN BRUNO CHILD CARE FACILITIES THROUGH THE CHILD CARE RELIEF FUND IN AN AMOUNT NOT TO EXCEED $100,000

WHEREAS, the San Bruno Community Foundation's Program Strategy Framework establishes strategic grantmaking as one of the Foundation's core program activities;

WHEREAS, the Board identified economic vitality as one of its programmatic focus areas;

WHEREAS, many of San Bruno's child care providers are suffering devastating hardships as a result of the COVID-19 pandemic, including decreased income resulting from enrollment declines and capacity limitations, increased costs associated with heightened security measures, and restrictive operational mandates in order to comply with state and county mandates;

WHEREAS, the County of San Mateo has launched the Child Care Relief Fund to distribute $2 million of the County's CARES Act funds to child care programs that have been adversely impacted by COVID-19, with grants covering the equivalent of one month of operating expenses being distributed broadly throughout the county to programs that provide child care services to the most vulnerable county residents;

WHEREAS, the Board seeks to address pressing community needs resulting from impacts of the COVID-19 pandemic through its strategic grantmaking; and

WHEREAS, the Board seeks to support San Bruno child care providers through a targeted $100,000 grant to the Child Care Coordinating Council of San Mateo County for the purpose of supporting the Child Care Relief Fund.

NOW, THEREFORE, BE IT RESOLVED that the Board approves the making of a strategic grant in an amount not to exceed $100,000 to the Child Care Coordinating Council of San Mateo County to support San Bruno child care providers negatively impacted by COVID-19 through the Child Care Relief Fund program.

BE IT RESOLVED FURTHER, that Executive Director Leslie Hatamiya be and hereby is authorized and directed to finalize the terms of and make the grant authorized by these resolutions, including selecting the ultimate grantee and the time of distribution of the grant, and to otherwise take such actions as are necessary and appropriate to carry out the purposes of these resolutions.

Dated: September 2, 2020

ATTEST:

_____

John McGlothlin, Secretary

I, John McGlothlin, Secretary, do hereby certify that the foregoing Resolution No. 2020-__ was duly and regularly passed and adopted by the Board of Directors of the San Bruno Community Foundation on this 2nd day of September, 2020, by the following vote:

AYES: Board members:

NOES: Board members:

ABSENT: Board members:

SAN BRUNO
Community Foundation

Memorandum

DATE: **August 28, 2020**

TO: **Board of Directors, San Bruno Community Foundation**

FROM: **Leslie Hatamiya, Executive Director**

SUBJECT: **Report on Creation of Ad Hoc Committee on SBPSD 1:1 Technology Initiative**

At the September 2, 2020, Board meeting, the Board will consider a resolution creating an Ad Hoc Committee on SBPSD 1:1 Technology Initiative and making appointments to that Committee.

1. Background

New San Bruno Park School District Superintendent José Espinoza approached me in the past week about a new initiative the district hopes to launch to enhance educational opportunities for all students by ensuring that they have the technology needed for a 21st century education. This initiative seeks to build upon the "Portrait of a Graduate" work the district developed under former Superintendent Stella Kemp to nurture digitally literate citizens and creative and innovative critical thinkers. Its goals include:

- Providing students equitable access to technology
- Enhancing learning experiences
- Developing and promoting digitally responsible citizens
- Extending guided, academic learning beyond the walls of the classroom
- Establishing uniform effective communication among stakeholders

The attached document provides a rough outline for the initiative, which is called the SBPSD 1:1 Technology Initiative. As currently envisioned, one component is to provide every SBPSD student with a digital device (most likely a Chromebook) and internet access at home.

To help the district fully research and develop the initiative, Superintendent Espinoza is assembling a group of community partners – including SBCF – to participate in an initiative working group. The district would likely need outside funding to implement the initiative, and partners may be asked to financially support the effort, particularly the purchase of digital devices for all district students.

2. Creation of Ad Hoc Committee on SBPSD 1:1 Technology Initiative

Following this Board's usual process for evaluating potential strategic grant opportunities and to be a good community partner to the district and support Superintendent Espinosa's request for SBCF to participate in the working group, I recommend that the Board adopt the attached resolution appointing an Ad Hoc Committee on SBPSD 1:1 Technology Initiative. This committee would be tasked to serve as the Foundation's liaison to the district's 1:1 Technology Initiative working group, and to consider, as appropriate, preparing a proposal to support the district's efforts to enhance and transform learning opportunities for the 21st century, while providing all students with equitable access to technology. Participation in the working group would allow the Foundation to better understand the district's vision for the initiative and its plans for implementation. If the Board adopts the resolution creating this Committee, such action would not commit the Foundation to financially support the district's initiative. If the Committee were to eventually decide to propose a strategic grant supporting this initiative, the Board would need to take separate action to consider such a proposal. Moreover, formation of the Committee does not guarantee that the Committee would ultimately decide to recommend a strategic grant related to the initiative.

Under the resolution, Board Member Raul Gomez would chair the committee, and President Emily Roberts and Treasurer Tim Ross would serve as committee members.

Attachments:

1. Resolution Creating Ad Hoc Committee on SBPSD 1:1 Technology Initiative
2. Draft Outline of SBPSD 1:1 Technology Initiative

RESOLUTION NO. 2020-__

RESOLUTION OF THE SAN BRUNO COMMUNITY FOUNDATION CREATING AD HOC COMMITTEE ON SBPSD 1:1 TECHNOLOGY INITIATIVE

WHEREAS, the San Bruno Community Foundation's Program Strategy Framework establishes strategic grantmaking as one of the Foundation's core program activities;

WHEREAS, the Board identified education as a strategic grantmaking priority;

WHEREAS, the Board recognizes appreciates the vision of the San Bruno Park School District to enhance learning opportunities for all students through equitable access to technology and develop digitally responsible citizens; and

WHEREAS, the Board is interested in working with the San Bruno Park School District and other community partners to better understand the district's vision and help develop an initiative to achieve this vision.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors creates an Ad Hoc Committee on SBPSD 1:1 Technology Initiative to serve as the Foundation's liaison to the San Bruno Park School District as part of its effort to develop a 1:1 Technology Initiative and to consider, as appropriate, preparing a proposal to support the San Bruno Park School District's efforts to enhance and transform learning opportunities for the 21st century, while providing all students with equitable access to technology.

RESOLVED FURTHER that the Board of Directors appoints Raul Gomez as committee chair and Emily Roberts and Tim Ross as committee members.

Dated: September 2, 2020

ATTEST:

_____
John McGlothlin, Secretary

I, John McGlothlin, Secretary, do hereby certify that the foregoing Resolution No. 2020-__ was duly and regularly passed and adopted by the Board of Directors of the San Bruno Community Foundation on this 2nd day of September, 2020, by the following vote:

AYES: Board members:

NOES: Board members:

ABSENT: Board members:

San Bruno Park School District
1:1 Technology Initiative
2020-2025 *DRAFT

1:1 TECHNOLOGY MISSION

The San Bruno Park School District's 1:1 Technology Initiative will *enhance* and *transform* learning opportunities, while providing ALL students with equitable access to technology.

INITIATIVE VISION

The 1:1 Initiative will supplement SBPSD's Portrait of a Graduate and align with our Schools with Tomorrow Inside vision to procure:

- Culturally Aware *digital* Collaborators
- Creative & Innovative, Critical Thinkers
- *Technologically* effective Communicators
- *Efficient*, responsible Contributors
- Compassionate *digital* citizens

GOALS

- Provide students equitable access to technology
- Enhance learning experiences
- Develop and promote digitally responsible citizens
- Extend guided, academic learning beyond the walls of the classroom
- Establish uniform effective communication among stakeholders

Goals	Indicators
Receive equitable access to technology for all students	The 1:1 Committee will… ➢ preview and select appropriate devices to be used. ➢ create an effective rollout plan, reallocating existing portable technology, fully implementing by the 2020-2021 school year. The District will… ➢ work with San Bruno Cable to provide resources in an effort to ensure home internet access for every SBPSD student before full 1:1 implementation. ➢ provide 1:1 portable technology for every SBPSD student in Kindergarten through eigth grade.
Enhance learning experiences	Teachers will… ➢ receive differentiated professional learning sessions related to devices, the learning management system, and relative application use. ➢ understand how 1:1 technology can be used to enhance and transform learning (SAMR model). ➢ adapt existing unit and lesson plans to incorporate 1:1 technology best practices. ➢ receive administrative and instructional coaching support while adapting curriculum and during first several years of implementation. Administrators will… ➢ facilitate ongoing 1:1 professional learning dialogue, utilizing existing resources (teacher leaders) to share best practices.
Establish uniform, effective communication among stakeholders	The District will… ➢ select a common Learning Management System (Google Classroom?). ➢ determine expectations for the district-wide LMS. ➢ provide ongoing parent learning seminars to ensure understanding (parent portal opens 2021-2022 year). Administrators will… ➢ use and model communication best practices with the LMS. ➢ support 1:1 committee-created LMS expectations. Teachers will… ➢ follow the LMS best practices and expectations. ➢ establish and clearly communicate further classroom-level expectations. Students and parents will… ➢ understand the fundamentals of the LMS, and how to send and retrieve various types of information.
Develop and promote digitally responsible citizens	➢ The District will provide learning opportunities at each grade-level that establish and support responsible use of technology applications. ➢ Teachers will promote the effective means to evaluate and use various electronic sources. ➢ Teachers and Administrators will continue to educate students on safe, respectable use of social media.
Extend guided, academic learning beyond the classroom walls	➢ Teachers will receive professional learning opportunities and planning time in order to provide students meaningful learning ➢ Administrators will support teachers as they extend applicable academic learning beyond the classroom. ➢ Students will use the extra learning opportunities to clarify and/or advance their understanding and knowledge, in an effort to become life-long learners.

SAN BRUNO
Community Foundation

Memorandum

DATE: **August 28, 2020**

TO: **Board of Directors, San Bruno Community Foundation**

FROM: **Leslie Hatamiya, Executive Director**

SUBJECT: **Report on Creation of Ad Hoc Committee on Tanforan Memorial**

At the September 2, 2020, Board meeting, the Board will consider a resolution creating an Ad Hoc Committee on Tanforan Memorial and making appointments to that Committee.

1. Background

From 1899 to 1964, the site of the current Shops at Tanforan in San Bruno was the location of the Tanforan Racetrack, a thoroughbred horse racing facility most famously known for housing Seabiscuit.

In the spring of 1942, the Tanforan Racetrack was converted into one of 17 temporary detention camps established by the U.S. Army to hold Japanese Americans forcibly removed from the West Coast until more permanent internment camps could be constructed during World War II. The Tanforan Assembly Center included 180 barracks, with about half of them built in the racetrack in-field. Out of the 180, 26 were converted horse stalls. From April 28 to October 13, 1942, the Tanforan Assembly Center held nearly 8,000 Bay Area Japanese Americans, most of whom were U.S. citizens. Tanforan served as a temporary detention center for Japanese Americans until they were shipped to more permanent internment camps, the majority being sent to Topaz in Utah. This was done without charges being filed and without the due process guaranteed under the U.S. Constitution.

The Tanforan Assembly Center Memorial Committee (TACMC) has spearheaded two projects located at the Bay Area Rapid Transit (BART) train station in San Bruno. The first project is a photographic exhibition of the works of Dorothea Lange and Paul Kitagaki, Jr. displayed inside the BART station. The photos include ones taken by Lange in 1942 of families destined for the Tanforan Assembly Center and, eventually, the Topaz internment camp, and others taken 60 years later by Kitagaki, whose parents and grandparents were subjects of some of the original Lange photos, of many of the same people documented in the wartime Lange photos. The photos have been on display since April 2012 inside the San Bruno BART station.

TACMC's second project is the creation and installation of a permanent bronze statue memorial and plaza outside the San Bruno station ("Tanforan Memorial"). A photo showing two young girls seated on their suitcases waiting to be transported to prison serves as a model for the statue.

With about $700,000 in funding, primarily from the National Park Service, the County of San Mateo, and the Japanese American Community Foundation, TACMC has fabricated the bronze statue and is ready to move forward with construction of the memorial site in early 2021. TACMC has launched a second fundraising effort to raise an additional $500,000 to finish the project. These fundraising efforts include seeking government and foundation grants, donations from individuals and families, and hosting fundraising events over the next two years.

2. Creation of Ad Hoc Committee on Tanforan Memorial

TACMC has approached the Foundation about contributing to the Tanforan Memorial effort. The wartime internment at Tanforan is an important part of San Bruno's history, and I believe making a meaningful strategic grant to this effort, especially as the country experiences a racial justice awakening, is certainly worthy of the Board's consideration. TACMC is also looking to the City of San Bruno as a partner in this project.

Following this Board's usual process for evaluating potential strategic grant opportunities, I recommend that the Board adopt the attached resolution appointing an ad hoc committee to research the Tanforan Memorial project and report back to the Board with a possible funding recommendation. The Committee would meet with TACMC to learn more about its plans for the memorial and then, as appropriate, considering recommending to the Board, at one of the Board's meetings later this year, a strategic grant proposal to support it. If the Board adopts the resolution creating this Committee, such action would not commit the Foundation to financially support project. If the Committee were to eventually decide to propose a strategic grant supporting this project, the Board would need to take separate action to consider such a proposal. Moreover, formation of the Committee does not guarantee that the Committee would ultimately decide to recommend a strategic grant related to the project.

Under the resolution, Board Member Malissa Netane-Jones would chair the committee, and Vice President Jim Ruane and Secretary John McGlothlin would serve as committee members.

Attachments:

1. Resolution Creating Ad Hoc Committee on Tanforan Memorial

RESOLUTION NO. 2020-__

RESOLUTION OF THE SAN BRUNO COMMUNITY FOUNDATION CREATING AD HOC COMMITTEE ON TANFORAN MEMORIAL

WHEREAS, the San Bruno Community Foundation's Program Strategy Framework establishes strategic grantmaking as one of the Foundation's core program activities;

WHEREAS, the Board identified education and community-building as strategic grantmaking priorities;

WHEREAS, the Board recognizes that the Tanforan Assembly Center, which during World War II served as one of 17 temporary detention camps established by the U.S. Army to hold Japanese Americans forcibly removed from the West Coast, without due process of law, until more permanent internment camps could be constructed, is a notable part of San Bruno's history;

WHEREAS, the Tanforan Assembly Center Memorial Committee (TACMC) is spearheading the creation and installation of a permanent bronze statue memorial and plaza outside the San Bruno BART station to honor the memory of those Japanese Americans who were incarcerated at Tanforan and to educate community members of this infamous chapter in San Bruno and American history; and

WHEREAS, the Board is interested in learning about the Tanforan Memorial project and ways in which the Foundation could support TACMC's efforts related to the construction and maintenance of the memorial at the San Bruno BART station.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors creates an Ad Hoc Committee on Tanforan Memorial to research and consider, as appropriate, preparing a proposal for supporting the Tanforan Memorial project.

RESOLVED FURTHER that the Board of Directors appoints Malissa Netane-Jones as committee chair and John McGlothlin and Jim Ruane as committee members.

Dated: September 2, 2020

ATTEST:

_____

John McGlothlin, Secretary

I, John McGlothlin, Secretary, do hereby certify that the foregoing Resolution No. 2020-__ was duly and regularly passed and adopted by the Board of Directors of the San Bruno Community Foundation on this 2nd day of September, 2020, by the following vote:

AYES: Board members:

NOES: Board members:

ABSENT: Board members:

SAN BRUNO
Community Foundation

Memorandum

DATE: **August 28, 2020**

TO: **Board of Directors, San Bruno Community Foundation**

FROM: **Leslie Hatamiya, Executive Director**

SUBJECT: **Report on Other Programs (Community Grants Fund, Crestmoor Scholarship, and Other Strategic Grants)**

At the September 2, 2020, Board meeting, Program Consultant Stephanie Rutgers and I will give an update on the Community Grants Fund and other strategic grants.

1. Community Grants Fund

a. 2019-2020 Grant Cycle

In December, the Board approved 29 grants totaling $300,000 (of which $100,000 was donated by YouTube/Google.org). We executed grant agreements for all 29 grants and distributed all grant checks by the second week of March, right before the San Mateo County's Shelter-in-Place was ordered.

As mentioned at the May Board meeting, acknowledging the particularly challenging financial and programmatic circumstances in which nonprofits are finding themselves as a result of the COVID-19 pandemic, we offered to each current grantee some flexibility in carrying out their grants – such as extending the grant period (currently concluding on December 31, 2020) or making other minor adjustments to its grant agreement to enable it to successfully carry out the program we agreed to fund, shifting the funding to another program benefiting the San Bruno community that the organization is able to continue providing, or amending the grant purposes to general support for any program of the grantee that supports or benefits the San Bruno community.

We have amended grant agreements for several Community Grants, including providing grant extensions to grantees that will be unable to expend the grant funds by the end of 2020 due to program interruptions:

- American Association of University Women North Peninsula Chapter (Trek Tech Summer Camp Scholarships): Extended end of grant period to December 31, 2021

- City of San Bruno (Narita Sister City Exchange Program): Extended end of grant period to December 31, 2021
- Junior Achievement of Northern California (Youth Economic Empowerment Program): Extended end of grant period to May 31, 2021
- Rising Sun Center for Opportunity (Climate Careers Program): Amended the grant purposes to Virtual Green House Calls and professional development for San Bruno high school students
- Society of West-Coast Artists (Skyline College & Beyond Art Exhibit): Extended end of grant period to December 31, 2021

We continue to be in discussion with other grantees who have expressed a desire to extend the grant period or make other adjustments to their grant agreements; many are in the process of determining whether they will be able to fully expend the grant funds by the end of 2020 given program limitations caused by COVID-19.

b. 2020-2021 Grant Cycle

The 2020-2021 cycle of the Community Grants Fund launched at the beginning of July. This cycle is following the same timeline as the last three years – online application available at the beginning of July, a late September application deadline (Wednesday, September 30), and Board consideration of the review panel's recommendations at the December Board meeting.

Program posters and flyers (see attached) have been posted around town since early July, although to a lesser extent than in previous years due to many businesses and public gathering spaces being closed due to COVID-19.

Thus far we have conducted one grant workshop on Zoom on August 18, which was well attended. A second grant workshop will be held on September 10 on Zoom from 6:00 to 7:00 p.m. As in past years, we have compiled questions asked at the grant workshops and answered them in an "FAQs" document posted on the website.

Ms. Rutgers and I have been assembling the volunteer Community Grant Review Panel, which will evaluate the completed grant applications and make a recommendation on grant awards to the Board for consideration in December. We expect to have a panel of at least 14 people consisting of community members and individuals with nonprofit grantmaking experience.

As you will recall, in June the Board approved a $300,000 program disbursement budget for this year's program. Of that amount, $200,000 will be funded by SBCF quasi-endowment payout and $100,000 will be funded by a donation made by YouTube and Google.org to the 2020-2021

Community Grants Fund. As a result, the Foundation plans to distribute a total of $300,000 in Community Grants in December.

2. Crestmoor Neighborhood Memorial Scholarship

Over the summer, upon receipt of the proper documentation from each student, we distributed this year's annual payments to the 2017, 2018, 2019, and 2020 Crestmoor Scholars. Each of the 2017, 2018, and 2019 recipients provided a brief summary of their academics and activities over the past school year. To receive continued funding, students were required to provide a certificate of good standing from their college and proof of enrollment for the fall term. The 2020 Crestmoor Scholars had to provide proof of enrollment for the fall term to receive their first scholarship payments.

We have made adjustments to the scholarship payment schedules for two Crestmoor Scholars. One 2017 Scholar who was awarded a $20,000 scholarship in the high school to four-year college category had a change in her academic and career plans and left her original four-year college to pursue an associate's degree in Fire Technology at the College of San Mateo, after which she will return to a four-year college to complete her bachelor's degree. As she will be attending community college in the 2020-2021 academic year, we granted her request to defer the final payment of her Crestmoor Scholarship one year to 2021, contingent on her enrollment at a four-year college for the 2021-2022 school year.

In addition, one of the 2020 Crestmoor Scholars, after enrolling at a four-year college, decided to take a gap year as a result of COVID-19 and the college's decision to begin the school year remotely with limited on-campus living and educational opportunities later in the year. The college has approved the Scholar's request to postpone enrollment until the fall of 2021. Normally, enrollment at a college in the fall of the scholarship year is a condition of receiving the Crestmoor Scholarship, but due to the unusual circumstances resulting from the pandemic, we approved his request delay the commencement of his scholarship payments until 2021. Based on his original college enrolled, we had already disbursed his initial scholarship payment. As a condition of our approval of his request, he is to return the scholarship payment, and we will disburse it to him again in 2021 upon receipt of proof of college enrollment for the fall of 2021.

The 2021 Crestmoor Scholarship will launch in early December, and the application deadline will be March 2, 2021.

3. Music Education Strategic Initiative

At the May 6 meeting, the Board also approved a one-year extension of the Music Education Strategic Initiative: a fourth year of funding of $60,000 to the San Bruno Education Foundation and $8,000 to the Capuchino High School Alumni Association. To provide for this funding, amendments to the original Music Education Strategic Initiative grant agreements with each organization were executed in mid-June. The Foundation disbursed this year's grant payments to SBEF and CHSAA at the end of June.

Attachments:

1. 2020-2021 Community Grants Fund Poster
2. 2020-2021 Community Grants Fund Information Sheet (in English and Spanish)

SAN BRUNO
Community Foundation

Community Grants Fund

Is your community organization enhancing the quality of life in San Bruno? IF SO, APPLY FOR A COMMUNITY GRANT

Local organizations may apply for grants of up to $25,000 to support programs and projects that benefit the San Bruno community.

To learn about the Community Grants Fund, eligibility requirements, program guidelines, and the application process, **visit www.sbcf.org.** Questions? Email grants@sbcf.org.

The Community Grants Fund is funded with support from YouTube Google.org

Attend an Optional Grant Workshop via Zoom

Tuesday, August 18, 12:00 p.m.
Thursday, September 10, 6:00 p.m.

Zoom meeting details will be posted at www.sbcf.org at least one week prior to each workshop date.

GRANT APPLICATION DEADLINE

Wednesday, September 30, 2020, 5:00 p.m.

SAN BRUNO
Community Foundation

COMMUNITY GRANTS FUND

APPLICATION DEADLINE: WEDNESDAY, SEPTEMBER 30, 2020, 5:00 P.M.
APPLY ONLINE AT www.sbcf.org

The Community Grants Fund allows local community groups to apply, on an annual basis, for grant funding of up to $25,000 for new or existing programs that **benefit the San Bruno community.** Such programs may include, but are not limited to, racial equity and social justice programs as well as programs addressing community needs related to COVID-19.

The Community Grants Fund is funded with support from YouTube Google.org

ELIGIBLE ORGANIZATIONS

The Community Grants Fund is generally open to the following types of organizations that engage in activities that **benefit the San Bruno community:**

- 501(c)(3)* public charities
- 501(c)(4), 501(c)(5), and 501(c)(6) organizations that meet the public support tests described in 509(a)(2)
- Governmental units that are described in 170(b)(1)(A)

*All numerical references are to specific sections of the Internal Revenue Code.

The Foundation recommends that any organization with questions about eligibility for a grant in connection with the Community Grants Fund, particularly 501(c)(4), 501(c)(5), and 501(c)(6) organizations, contact Foundation staff at grants@sbcf.org prior to completing an application.

GRANT AWARDS

For the 2020-2021 grant cycle, the Foundation intends to award, in connection with the Community Grants Fund, multiple grants totaling $300,000 that benefit a diverse cross-section of the San Bruno community. The number of grants provided will depend on a variety of factors, including the number and quality of applications received. Grants to an organization will not exceed $25,000 in a grant cycle.

Grant awards are to be used within a one-year period (the 2021 calendar year for this grant cycle).

ACTIVITIES ELIGIBLE FOR FUNDING

The Foundation offers two types of grant funding:

- Programmatic support
- Capacity-building support

FUNDING PRIORITIES

Applications must be for programs that (1) **benefit the San Bruno community** and (2) fall within one of the Foundation's focus areas:

- Publicly owned community facilities
- Community health and safety
- Sports and recreation
- Education
- Youth activities
- Public spaces, parks, and open space
- Community building
- Human and social services for all
- Economic vitality
- Intra-San Bruno transit
- Healthy, stable, and affordable housing

CRITERIA

Grant Applications will be evaluated on a variety of factors, including but not limited to:

- Benefits of the proposed program to the San Bruno community
- Proposal's alignment with one of the Foundation's focus areas
- Program methodology and budget
- Requested grant amount in relation to the anticipated community benefit
- Organization's track record, stability, and financial health

GRANT WORKSHOPS

To learn about the Community Grants Fund application process, attend an optional workshop to be held via Zoom:

Tuesday, Aug. 18, 12:00 p.m.
Thursday, Sept. 10, 6:00 p.m.

Zoom meeting details will be posted at www.sbcf.org at least one week prior to each workshop date

APPLICATION CHECKLIST

✔**Executive Summary:** Complete form with information about the Applicant Organization and the Community Grant Proposal

✔**Narrative:** Respond to questions regarding:

- Organizational Information
- Purpose of Grant

✔**Supporting Documentation:**

- Marketing Collateral
- Organization's Financial Statements from most recent fiscal year
- Organization's Budget
- Program Budget
- Signature Page
- ***For 501(c)(3) public charities and 501(c)(4), 501(c)(5), and 501(c)(6) organizations:*** Proof of federal tax-exempt status
- ***For 501(c)(4), 501(c)(5), and 501(c)(6) organizations:*** Completed IRS Form 990, Schedule A, Part III and related documentation

Questions? Email grants@sbcf.org or call (650) 763-0775
For full program guidelines and to apply, please visit www.sbcf.org

SAN BRUNO
Community Foundation

EL FONDO DE SUBVENCIONES DE LA COMUNIDAD

PLAZO PARA SOLICITAR: MIÉRCOLES 30 DE SEPTIEMBRE DE 2020, 5:00 P.M.
SOLICITE EN LÍNEA: www.sbcf.org

La Fundación de Becas de la Comunidad permite que los grupos locales soliciten, anualmente, subvenciones de hasta $25,000 para programas nuevos o programas ya existentes que puedan **beneficiar a la comunidad de San Bruno**. Dichos programas pueden incluir entre otros, programas de igualdad racial y justicia social, así como programas que se dirijan hacia las necesidades de la comunidad relacionadas con el COVID-19.

La Fundación de Becas de la Comunidad se financia con el patrocinio de YouTube Google.org

ORGANIZACIONES ELEGIBLES

El Fondo de Subvenciones de la Comunidad está generalmente abierto a los siguientes tipos de organizaciones que se dedican a actividades en **beneficio de la comunidad de San Bruno:**

- 501(c)(3)* caridad pública
- 501(c)(4), 501(c)(5), y 501(c)(6) organizaciones que cumplan con las pruebas públicas de apoyo descritas en 509(a)(2)
- Las unidades Guberamentales que se describen en 170(b)(1)(A)

* Todas las referencias numéricas son para secciones específicas del Código de Impuestos Internos.

La Fundación recomienda que cualquier organización con preguntas de derecho a una beca de conexión con el Fondo de Subvenciones de la Comunidad, en particular 501(c)(4), 501(c)(5), y 501(c)(6) organizaciones, se pongan en contacto con el personal de la Fundación en grants@sbcf.org antes de completar una aplicación.

SUBVENCIÓN

Para el 2020-2021 ciclo de subsidios, la Fundación propone adjudicar, en relación con el Fondo de Subvenciones de la Comunidad, múltiples subvenciones por un total $300,000 que se benefician de un grupo diverso de la comunidad de San Bruno. El número de subvenciones concedidas dependerá de varios factores, incluyendo el número y la calidad de las solicitudes recibidas. Subvenciones a una organización no excederán de $25,000 en un ciclo de subsidios.

La concesión de subvenciones se van a utilizar dentro de un período de un año (para el año 2021 del calendario para este ciclo de subsidios).

ACTIVIDADES ELEGIBLES

La Fundación ofrece dos tipos de subvenciones:

- Apoyo programático
- Apoyo para la creación de capacidad

LAS PRIORIDADES DE FONDOS

Las solicitudes deben ser para programas que (1) **beneficiará a la comunidad de San Bruno** y (2) dentro de una de las áreas de enfoque de la Fundación:

- Propiedad pública equipamientos comunitarios
- La salud y la seguridad de la comunidad
- Deportes y recreación
- Educación
- Actividades de los jóvenes
- Espacios públicos, parques y espacios abiertos
- Construir una comunidad
- Servicios humanos y sociales para todos
- Vitalidad económica
- Intra-San Bruno tránsito
- Vivienda económica, sana y estable

CRITERIOS

Las solicitudes de subvención se evaluarán a partir en una variedad de factores, incluyendo pero no limitado a:

- Beneficios del programa propuesto para la comunidad de San Bruno
- La alineación de la propuesta con una de las áreas de enfoque de la Fundación
- Metodología del programa y presupuesto
- Importe de la subvención solicitada en relación con el beneficio colectivo previsto
- Historia de la organización, la estabilidad y la salud financiera

SEMINARIOS DE BECAS

Para saber más del proceso de solicitudes de la Fundación de Becas de la Comunidad, asista a un seminario opcional que se realizará por Zoom:

Martes 18 de agosto, 12:00 p.m.

Jueves 10 de septiembre, 6:00 p.m.

Los detalles de las sesiones de Zoom se publicarán en www.sbcf.org al menos una semana antes de la fecha de cada seminario.

LISTA DE REQUISITOS

✔**Sumario Ejecutivo:** Completar el formulario con la información sobre la organización solicitante y de la comunidad propuesta subvención.

✔**Narrativa:** Responder a las preguntas con respecto:

- Información de la organización
- Propósito de la subvención

✔**Documentos de soporte:**

- Materiales de mercadotecnia
- Los estados financieros de la organización de año fiscal más reciente
- Presupuesto de la organización
- Presupuesto del programa
- Hoja de firma
- ***Para 501(c)(3) caridades públicas y 501(c)(4), 501(c)(5), y 501(c)(6) organizaciones:*** Prueba de exenta de impuestos federales
- ***Para 501(c)(4), 501(c)(5), y 501(c)(6) organizaciones:*** Forma completa IRS 990, Planificar A, Parte III y documentación relacionada

¿Preguntas? Email grants@sbcf.org o llame al (650) 763-0775
Para la guía del programa completa, por favor visite www.sbcf.org

SAN BRUNO
Community Foundation

Memorandum

DATE: **August 28, 2020**

TO: **Board of Directors, San Bruno Community Foundation**

FROM: **Leslie Hatamiya, Executive Director**

SUBJECT: **Report from Ad Hoc Committee on Strategic Planning Process**

The September 2, 2020, Board meeting will include a report from the Ad Hoc Committee on Strategic Planning Process. As Committee chair, President Emily Ross will give the report. Board Members Nancy Kraus and Malissa Netane-Jones also serve on the Committee.

In 2019, the Board has expressed a desire to begin a new strategic planning process on the future of the Foundation once the Foundation has fully disbursed $50 million to the City of San Bruno for the design and construction of a new Recreation and Aquatic Center for the San Bruno community. As part of its charge to investigate ideas to improve the Board's effectiveness, the Ad Hoc Committee on Board Development recommended the creation of an Ad Hoc Committee on Strategic Planning to lead this strategic planning process, intended to explore the Foundation's strategy once its investment holdings decrease to about $20 million, its role in the community, and the size and scope of its ongoing operations. The Board created the Committee in January 2020 after the newest set of Board members joined the Board.

The Committee originally met in early March and began developing plans to begin the strategic planning process with a community engagement component to solicit community feedback on the Foundation's impact thus far as well as on evolving community needs – basically, Community Listening Campaign 2.0 – in late spring/summer, with the goal of finishing up the process in late 2020. I reached out to the Public Dialogue Consortium, the firm that led our 2015 Community Listening Campaign, and they expressed strong interest in working with the Foundation again on a slightly scaled back version of what we did five years ago. Part of the work would include exploring innovative partnership opportunities to leverage resources and possibly work together on regional concerns that are also high priorities for San Bruno residents.

The Committee met again in late March, after the COVID-19 shelter-in-place orders were issued, and decided to hit the pause button on the strategic planning process. The Committee felt that the Foundation's resources and attention should be directed towards addressing the immediate needs in our community in dealing with the crisis. In addition, based on the Treasurer's investment updates to the Board highlighting turbulence in the markets, the

Committee believed that it made sense to see where the Foundation's investment portfolio settles as part of the Board's consideration of the Foundation's long-term strategic vision.

The Committee met several times over the summer to discuss plans to re-start the strategic planning process. Acknowledging the significant impact that the pandemic continues to have in the local community, as well as national and grassroots efforts to address racial injustice, the Committee is recommending a three-part process:

- Diversity, equity, and inclusion (DEI) training for the Board to examine internal biases and adopt practices that promote diversity, equity, and inclusion in the Foundation's program work, employment practices, board room, and communications.

- Community listening campaign 2.0 to solicit from members of the San Bruno community feedback on the Foundation's programs thus far and input on current community needs and a vision for the Foundation going forward.

- Strategic planning deliberations by the Board to develop a forward-looking plan articulating the Foundation's program and investment strategies once its investment portfolio decreases after the Recreation and Aquatic Center is funded, its role in the community, and the size and scope of its ongoing operations.

In terms of timing, the Committee currently envisions spending this fall identifying consultants who will assist the Foundation with each component of this process and having the Board participate in DEI training, conducting the community listening component in early 2021, and then developing the strategic plan in the spring of 2021.

SAN BRUNO
Community Foundation

Memorandum

DATE: **August 28, 2020**

TO: **Board of Directors, San Bruno Community Foundation**

FROM: **Leslie Hatamiya, Executive Director**

SUBJECT: **Report from Ad Hoc Committee on Personnel**

The September 2, 2020, Board meeting will include a report from the Ad Hoc Committee on Personnel and consideration of two personnel-related resolutions. As Committee chair, President John McGlothlin will give the report. President Emily Roberts and Board Member Nancy Kraus also serve on the Committee.

1. Background: Conversion of Program Manager Position from Consultant to Staff

The Foundation's lone employee has been the Executive Director, and the Foundation has contracted with outside consultants for accounting and finance, program support, graphic design, and information technology services. On September 18, 2019, Governor Gavin Newsom signed into law California Assembly Bill 5 (AB 5), which became effective on January 1, 2020 (also known as the gig work bill). AB 5 imposes stricter requirements for classifying workers as independent contractors rather than employees, so that many workers whose organizations have treated them as contractors must now be reclassified as employees. As a general rule, the new law puts the burden of proof on employers to show that a worker is properly classified as an independent contractor where all three of the following conditions are met:

- The worker is free from the control and direction of the hirer in connection with the performance of the work, both under the contract for the performance of such work and in fact;
- The worker performs work that is outside the usual course of the hiring entity's business; and
- The worker is customarily engaged in an independently established trade, occupation, or business of the same nature as the work performed for the hiring entity.

Some professions are exempt from AB 5, including doctors, dentists, psychologists, insurance agents, stockbrokers, lawyers, accountants, engineers, and real estate agents, as they are seen to generally directly work with and set their prices to customers.

My discussions with our outside employment counsel at Liebert Cassidy Whitmore (LCW) confirmed my own assessment that, under the new law, the Foundation's program consultant position should be an employee rather than a consultant. Whereas the Foundation's accounting, graphic design, and information technology consultants can meet the three-prong test to be considered consultants, the program consultant function cannot. Most important, the work that the program consultant, Stephanie Rutgers, performs – helping administer the Crestmoor Scholarship and Community Grants Fund programs – goes to the heart of the Foundation's "business" – that is, programs that benefit the San Bruno community.

Earlier this year, my plan was to redefine the role as a program manager staff position and convert Ms. Rutgers to employee status by July 1, 2020, the beginning of the new fiscal year and the day after her current consulting agreement with the Foundation expires. Before doing so, I also intended to develop, with the assistance of the Ad Hoc Committee on Personnel, an employee handbook for the Foundation. Due to the COVID-19 pandemic and the extra work created by my joining the City of San Bruno's Emergency Operations Center team and developing several COVID-19 relief strategic initiatives, I was not able to dedicate the necessary time and thought to this task over the spring. I notified the Committee that rather than try to rush through this important task, I renewed Ms. Rutgers' consulting agreement for three months (July 1-September 30, 2020) under by contract authority as Executive Director, and she continues to work as a consultant through the end of September (the first quarter of the fiscal year). I intend to convert Ms. Rutgers to employee status as of October 1, 2020. I have been working with LCW attorneys on developing several documents necessary to complete this conversion, including an Employee Handbook.

I have also been working with our retirement plan consultant, David Crutcher, to revise SBCF's Retirement Plan Document – both as a result of adding an employee and also to reflect changes in federal law related to 403(b) retirement plans.

On January 13, 2020, the SBCF Board created Ad Hoc Committee on Personnel to assist the Executive Director in proposing any necessary steps to be taken in accordance with AB 5 and other employment laws and developing any necessary personnel policies for the Foundation. The Committee has reviewed and discussed both documents being presented to the Board for consideration on September 2.

2. Employee Handbook

Since the Executive Director has been the Foundation's sole employee, the Foundation has not had an official "employee handbook," and the Executive Director's offer letter has served as guidance setting forth such policies as personal time off and benefits. Now that the Foundation

is about to take on a second employee, it is prudent to put in place a formal employee handbook.

Preparation of the Employee Handbook being presented to the Board for approval has been a multi-step process. First, I prepared a first draft with the use of an online tool through ThinkHR (an online human resources website to which we have access through our membership in the California Association of Nonprofits), which I then reviewed, keeping in mind the small size of our organization. I asked the LCW team to review the draft and provide additional guidance. They streamlined the document, took out unnecessary sections based on our size, and proposed questions about several sections. The Personnel Committee reviewed the LCW draft, and we sent draft back to the lawyers with questions and comments. With that input, the LCW team produced the final draft before the Board.

The resulting document is a comprehensive Employee Handbook that is in compliance with federal and state employment laws. At 54 pages, it might feel a bit excessive for an organization with one full-time employee and one part-time employee, but the Committee felt that the document should thoroughly explain to employees the standards expected for workplace conduct while also providing information on employee benefits, such as leave, and Foundation policies. It also ensures that the Foundation has the proper policies in place should the staff grow in the future.

The Handbook's Table of Contents provides an outline of the policies included in the document. The eligibility provisions for benefits and leaves are based on best practices and guidance from counsel. There are several provisions, particularly most of the policies in Section 3.0, General Policies Related to Employment, that the Foundation, due to its small size, is not required by law to have, but the Committee felt that it was important for the Foundation to have statements and policies related to equal employment opportunity, harassment/discrimination/retaliation prevention, and disability and religious accommodations. In addition, the Handbook includes two policies required by federal law passed in response to the COVID-19 pandemic, which will expire on December 31, 2020. These policies are placed in Appendix A, as they are temporary requirements.

3. Amendment to Retirement Plan Document

When I was hired as Executive Director in 2015, the Board included an employer contribution in a qualified 403(b) retirement plan as part of my compensation package. On February 19, 2015, the Board authorized me as the Executive Director to execute an agreement to establish a 403(b) plan arrangement with Vanguard in order to offer a qualified 403(b) retirement plan to SBCF employees.

Memorandum

Internal Revenue Service (IRS) regulations related to 403(b) retirement plans require a plan sponsor, such as SBCF, to adopt a written plan document that meets the requirements of IRS Code Section 403(b). I enlisted the services of David Crutcher, an employee benefits consultant, to draft the required 403(b) plan document for the Foundation. The plan document, which I executed on October 20, 2015, and the Board ratified on November 4, 2015, sets forth the parameters of the retirement plan, including eligibility, contributions, vesting, payment of benefits, loans, and administration. The effective date for the plan is January 1, 2015, the start of that calendar year. Under the plan, the Foundation is the plan administrator, and the Board appointed me as Executive Director to assist with its duties in the administration of the plan.

Under the plan document, which was originally drafted with only the Executive Director in mind, any Foundation employee is eligible to make elective deferral contributions and to receive employer contributions. In terms of the employer contributions, Section 3.02 of the plan document states:

> The Foundation shall make cash contributions of a specified percentage of each Participant's Compensation paid while the Participant is eligible under Section 2.02. The Foundation's Board of Directors ("Board") shall establish that percentage by resolution or consent, and the percentage generally shall continue to apply until changed by the Board; provided, however, that the initial percentage applicable on the Plan's Effective Date is 5%. The percentage may be changed retroactively if the Board approves the change within the same Plan Year as the effective date of the change, and if the change is not a retroactive reduction. The Foundation will remit a Participant's Employer Contribution to the Funding Vehicle for a Plan Year no later than March 31 following the close of the Plan Year, and will account for such contributions in a separate Employer Contributions subaccount.

In accordance with this provision, I have received a 5% employer contribution, and for the last several years, the Board has, at the time of my annual performance evaluation and salary adjustment, made a one-time 5% increase of the employer contribution, to 10%, of the previous year's salary.

In accordance with the common practice at many organizations that employer contributions are reserved for employees who work at least half time, the amendment to the Retirement Plan Document creates a new "years of service" eligibility requirement for the employer contribution. An employee must work for two years of at least 1,000 hours each year to be eligible. Note that all employees continue to be eligible to participate in the plan and make employee contributions immediately.

The amendment also makes some updates required under recently passed federal legislation – "Setting Every Community Up for Retirement Enhancement Act of 2019" (the "SECURE Act") and the "Coronavirus Aid, Relief, and Economic Security Act" (the CARES Act"). The changes primarily relate to the minimum distribution rules and hardship withdrawal rules.

The following outlines the changes made by the amendment to the Retirement Plan Document, which are fairly technical:

- Item 1 adds an Hour of Service definition that is applied in tandem with the new Year of Service definition.
- Item 2 adds a new Year of Service definition.
- Item 3 expands the eligibility requirements for employer contributions by adding a two Years of Service requirement as a condition to receiving employer contributions.
- Item 4 revises Section 3.02 by slightly modifying the process for the Board approving an additional employer contribution on top of the 5% nondiscretionary contribution. The May 15 date is the due date for tax-exempt entities to file various reporting forms (without extension) and provides enough time to settle up on the prior year's employer contribution.
- Item 5 moves the current Section 5.04 minimum distribution rules to an appendix, since they no longer apply after 2019 other than to pre-2020 retirees (of which there are none).
- Item 6 replaces the old Section 5.04 minimum distribution rules with the new rules required under the SECURE Act.
- Item 7 replaces the hardship withdrawal rules that were modified under the SECURE Act.
- Item 8 adds the CARES Act distribution and loan rules by placing them in an appendix (since they will no longer apply after 2020).

On September 2, the Board will consider two resolutions, both of which the Committee is recommending that the Board approve: (1) a resolution approving the Employee Handbook, and (2) a resolution amending the Foundation's Retirement Savings Plan Document.

Upon approval of both documents, I will proceed to formally offer the Program Manager position to Ms. Rutgers, with a start date of October 1, 2020.

Attachments:

1. Resolution Adopting San Bruno Community Foundation Employee Handbook
2. Exhibit A: San Bruno Community Foundation Employee Handbook

3. Resolution Amending San Bruno Community Foundation Retirement Savings Plan Document
4. Exhibit A: San Bruno Community Foundation Retirement Savings Plan Document, executed on October 20, 2015
5. Exhibit B: Amendment #1 to the San Bruno Community Foundation Retirement Savings Plan

RESOLUTION NO. 2020-__

RESOLUTION OF THE SAN BRUNO COMMUNITY FOUNDATION ADOPTING SAN BRUNO COMMUNITY FOUNDATION EMPLOYEE HANDBOOK

WHEREAS, the San Bruno Community Foundation greatly values its employees and seeks to provide a fair, safe, and productive work environment;

WHEREAS, the Foundation places a high priority on exercising fair and equitable practices that attract and retain qualified employees;

WHEREAS, the Foundation has an obligation to adhere to all applicable employment laws; and

WHEREAS, the Foundation desires to create an employee handbook documenting its personnel policies.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors adopts the San Bruno Community Foundation Employee Handbook attached as Exhibit A.

Dated: September 2, 2020

ATTEST:

_____
John McGlothlin, Secretary

I, John McGlothlin, Secretary, do hereby certify that the foregoing Resolution No. 2020-__ was duly and regularly passed and adopted by the Board of Directors of the San Bruno Community Foundation on this 2nd day of September, 2020, by the following vote:

AYES: Board members:

NOES: Board members:

ABSENT: Board members:

Exhibit A

SAN BRUNO
Community Foundation

Employee Handbook

Adopted by the SBCF Board of Directors, September __, 2020

TABLE OF CONTENTS

1.0 WELCOME 4
1.1 Welcome Policy 4
1.2 At-Will Employment 4
2.0 INTRODUCTORY INFORMATION AND POLICIES 5
2.1 About the Foundation 5
2.2 Foundation Facilities 5
2.3 Staffing Structure 5
2.4 Ethics Code 5
2.5 Revisions to Handbook 5
3.0 GENERAL POLICIES RELATED TO EMPLOYMENT 6
3.1 Equal Employment Opportunity 6
3.2 Harassment/Discrimination/Retaliation Prevention Policy 6
3.3 Disability Accommodation 11
3.4 Religious Accommodation 12
3.5 Lactation Accommodation 12
4.0 HIRING AND ORIENTATION POLICIES 14
4.1 Job Descriptions 14
4.2 Employment Authorization Verification 14
4.3 Conflicts of Interest 14
5.0 EMPLOYEE STATUS AND CLASSIFICATION 16
5.1 Regular Full-Time Personnel 16
5.2 Regular Part-Time Personnel 16
5.3 Temporary Personnel 16
5.4 Exempt Personnel 16
5.5 Nonexempt Personnel 16
6.0 WAGE AND HOUR POLICIES 17
6.1 Introduction to Wage and Hour Policies 17
6.2 Workday/Workweek 17
6.3 Pay Period 17
6.4 Overtime 17
6.5 Meal and Rest Periods Policy 18
6.6 Travel Time Pay 19
6.7 Recording Time 19
6.8 Paycheck Deductions 20
6.9 Direct Deposit 20
6.10 Wage Disclosure Protection 20
7.0 BENEFITS 22
7.1 Holidays 22
7.2 Paid Time Off (PTO) 22
7.3 403(b) Plan 24
7.4 Unemployment Compensation Insurance Policy 24
7.5 Workers' Compensation Insurance Policy 24
7.6 State Disability Insurance 24
7.7 Paid Family Leave 25
8.0 LEAVES 26
8.1 Paid Sick Leave for Part-Time and Temporary Employees 26
8.2 Bereavement Leave 27
8.3 Jury Duty 28
8.4 Time Off for Voting 28
8.5 Other Forms of Leave 29
9.0 EMPLOYEE CONDUCT 30
9.1 Standards of Conduct 30
9.2 Performance Evaluation 32
9.3 Outside Employment 32
9.4 Off-Duty Conduct 32
9.5 Resignation Policy 33
9.6 Workforce Reductions (Layoffs) 33
9.7 Post-Employment References 33
9.8 Job Abandonment 33
9.9 Drug and Alcohol Policy 33

9.10 Policy Against Workplace Violence 35
9.11 Internet, Social Media, and Electronic Communications Policy 36
9.12 Use of Foundation Technology 38
9.13 Telework Policy 40
SECTION 10 BUSINESS POLICIES 44
10.1 Business Expense Policy 44
10.2 Travel Expenses 44
10.3 Use of Employer Credit Cards 46
SECTION 11 GENERAL POLICIES 47
11.1 Security 47
11.2 Computer Security and Copying of Software 47
11.3 Cell Phone/Mobile Device Policy 47
11.4 Nonsolicitation/Nondistribution Policy 48
11.5 Third-Party Disclosures 48
11.6 Personal Data Changes 48
11.7 Smoke-Free Workplace Policy 48
11.8 Access to Personnel and Medical Records Files 49
11.9 Policy on Political Activity 49
11.10 Whistleblower Policy 49
CLOSING STATEMENT **50**
APPENDIX A **51**
A.1 Emergency Paid Sick Leave Policy (COVID-19) 51
A.2 Expanded Family and Medical Leave Policy (COVID-19) 54
ACKNOWLEDGMENT OF RECEIPT AND REVIEW **58**

1.0 Welcome

1.1 Welcome Policy

Welcome! You have just joined a dedicated organization. We hope that your employment with The San Bruno Community Foundation ("Foundation") will be rewarding and challenging. We take pride in our employees as well as in the programs and services we provide to the San Bruno community.

The employment policies and/or benefits summaries in this handbook are written for all employees. However, the precise terms of benefits, including eligibility and participation requirements, are set forth in the benefit plan documents, which are available for your review upon request. The specific provisions contained in the plan documents, including eligibility and benefit terms, shall take precedence over any inconsistency stated in this handbook or elsewhere.

Please take the time now to read this handbook carefully. Sign the acknowledgment at the end to show that you have read, understood, and agree to the contents of this handbook, which sets out the basic rules and guidelines concerning your employment. This handbook supersedes any previously issued handbooks, policy statements, or oral statements dealing with the subjects discussed herein. The Foundation reserves the right to interpret, modify, or supplement the provisions of this handbook at any time. Neither this handbook nor any other communication by a management representative or other, whether oral or written, is intended in any way to create a contract of employment. Please understand that no employee handbook can address every situation in the work place.

If you have questions about your employment or any provisions in this handbook, contact the Executive Director.

We wish you success in your employment here at The San Bruno Community Foundation!

1.2 At-Will Employment

The employment relationship between the Foundation and its employees is "at-will." This means that employment may be terminated at any time, with or without notice, and with or without cause, by either you or the Foundation. Additionally, the Foundation reserves the right to change your position, title, job responsibilities, benefits, compensation level, or any other terms and conditions of employment at any time, within its sole discretion, with or without cause or notice. Nothing in this handbook, or in any other document or statement, shall limit the Foundation's right to terminate your employment at any time, with or without cause and with or without notice or to make changes to your position, title, job responsibilities, benefits, compensation level, or any other terms and conditions of employment. No manager, supervisor or other employee of the Foundation has any authority to enter into any agreement for employment for any specified period of time or to make any agreement for employment other than "at-will" employment. Only the Executive Director may make exceptions to this at-will policy, and then only in written form signed by the Executive Director.

If a written contract between an employee and the Foundation is inconsistent with this handbook, the written contract is controlling.

Nothing in this handbook will be interpreted, applied, or enforced to interfere with, restrain, or coerce employees in the exercise of their rights under Section 7 of the National Labor Relations Act.

2.0 Introductory Information and Policies

2.1 About the Foundation

The San Bruno Community Foundation is the nonprofit organization created by the City of San Bruno to administer the $70 million in restitution funds received from PG&E after the devastating 2010 gas pipeline explosion in San Bruno's Crestmoor neighborhood. The Foundation serves the San Bruno community by investing in projects, programs, services, and facilities that have significant and lasting benefits. Through making grants, leveraging partnerships, and taking advantage of other resources, the Foundation assists and enables the community to maximize shared investments and realize their subsequent enhancements and benefits.

2.2 Foundation Facilities

The Foundation's office is located at 901 Sneath Lane, Suite 209, San Bruno, CA 94066. The main office number is (650) 763-0775, and the SBCF website is www.sbcf.org.

2.3 Staffing Structure

The San Bruno Community Foundation has a lean staffing structure. The Executive Director reports to the Board of Directors and oversees all operations. All employees report to the Executive Director. As needed, the Foundation relies on independent contractors to provide support in such areas as accounting and bookkeeping, graphic design, and information technology services.

2.4 Ethics Code

The San Bruno Community Foundation will conduct business honestly and ethically wherever operations are maintained. We strive to improve the quality of our services, programs, and operations and will maintain a reputation for honesty, fairness, respect, responsibility, integrity, trust, and sound business judgment. Our Executive Director and employees are expected to adhere to high standards of business and personal integrity as a representation of our business practices, at all times consistent with their duty of loyalty to the Foundation.

The Foundation expects that all employees will not knowingly misrepresent the Foundation and will not speak on behalf of the Foundation unless specifically authorized. The confidentiality of trade secrets, proprietary information, and similar confidential commercially sensitive information about the Foundation or operations, or that of our applicants, grantees, or partners, are to be treated with discretion and only disseminated on a need-to-know basis.

Violation of the Code of Ethics can result in discipline, up to and including termination of employment.

2.5 Revisions to Handbook

The information in this handbook may be amended due to changes in the law, federal, or state regulations, as well as changes in the needs of the Foundation’s community. The Foundation reserves the right to amend, modify, or revise this handbook at any time, without notice, except for the policy of at-will employment, which cannot be modified unless there is a contractual agreement signed by an employee and Executive Director.

3.0 General Policies Related to Employment

3.1 Equal Employment Opportunity

The Foundation is an equal employment opportunity employer and makes employment decisions based on merit, qualifications and competence. The Foundation does not discriminate on the basis of an individual's sex (including gender, gender identity, gender expression, transgender, pregnancy, and breastfeeding), race (including traits historically associated with race, including, but not limited to, hair texture and protective hairstyles), color, national origin, ancestry, ethnicity, religious creed (including religious dress and grooming), sexual orientation (including heterosexuality, homosexuality, and bisexuality), age (40 and over), marital status, military or veteran status, genetic characteristic or genetic information, physical or mental disability, or any other characteristic protected by federal, state or local laws. This policy applies to all areas of employment, including recruitment, hiring, training, promotion, compensation, benefits, termination, and other conditions of employment.

Any employee who violates this equal employment opportunity policy will be subject to disciplinary action, up to and including dismissal. Employees who believe that an incident of discrimination has occurred are encouraged to follow the complaint procedure described in the Foundation's Harassment/Discrimination/Retaliation Prevention Policy contained in this handbook.

3.2 Harassment/Discrimination/Retaliation Prevention Policy

The Foundation prohibits conduct that violates this Policy. Harassment, discrimination, or retaliation against an applicant, employee, contractor, unpaid intern, or volunteer, by an employee or an individual with whom the Foundation has a business, contractual, or professional relationship, such as unpaid interns, volunteers, independent contractors, or vendors, on the basis of any protected classification, as defined in this policy, is strictly prohibited and will not be tolerated. A single act can violate this policy and provide grounds for discipline or other appropriate sanctions. Conduct need not be or rise to the level of a violation of law in order to violate this policy. Similarly, a violation of this policy does not necessarily qualify as a violation of law and there are many circumstances in which a violation of this policy would not also constitute a violation of law. If you are in doubt as to whether or not any particular conduct may violate this policy, do not engage in the conduct, and seek guidance from the Executive Director.

Definitions

Protected Classifications

This policy prohibits harassment or discrimination because of an individual's protected classification(s). A "protected classification" includes race, color, religion (including religious beliefs, observance or practice, including religious dress or grooming practices), sex (including gender, gender identity, gender expression, transgender, pregnancy, childbirth, or related medical conditions), sexual orientation (including heterosexuality, homosexuality, and bisexuality), national origin, ancestry, citizenship status, military and veteran status, marital status, age, medical condition, genetic characteristics or information, and physical or mental disability.

Policy Coverage

This policy prohibits employees or individuals with whom the Foundation has a business, contractual, or professional relationship, such as unpaid interns, volunteers, independent contractors, or vendors, from harassing or discriminating against applicants, employees, contractors, unpaid interns, or volunteers, because of: (1) an individual's protected classification; (2) the perception of an individual's protected classification, or (3)

the protected classification or perceived protected classification of a person with whom the individual associates. This policy also prohibits retaliation as defined below.

Discrimination

Discrimination means treating individuals differently from other similarly situated individuals at the Foundation, by taking an adverse action against or denying a benefit to that individual, because of the individual's actual or perceived protected classification, or the protected classification or perceived protected classification of a person with whom the individual associates.

Harassment

Harassment means words or conduct undertaken because of an individual's actual or perceived protected classification, or association with an individual who has an actual or perceived protected classification which are both objectively and subjectively offensive to another person.

Harassment is not limited to conduct by Foundation employees. Under certain circumstances, harassment can also include conduct by individuals with whom the Foundation has a business, contractual, or professional relationship, such as unpaid interns, volunteers, independent contractors, or vendors. Harassment may include, but is not limited to, the following types of behavior engaged in because of a person's protected classification

a. Speech: This includes epithets (nicknames and slang terms), derogatory or suggestive comments, propositioning, jokes or slurs, including graphic verbal commentaries about an individual's body, or that identify a person on the basis of their protected classification. This might include comments on appearance including dress or physical features, or dress consistent with gender identification, or race-oriented stories and jokes.

b. Visual acts: This includes derogatory posters, notices, bulletins, cartoons, drawings, sexually suggestive objects, or e-mails on the basis of a protected classification.

c. Physical acts: This includes assault, offensive touching, impeding or blocking movement, grabbing, patting, leering, or making express or implied job-related threats or promises in return for submission to physical acts.

d. Sexual harassment: This is defined as unwelcome sexual advances, requests for sexual favors, and other conduct of a sexual nature where submission is made a term or condition of employment, where submission to or rejection of the conduct is used as the basis for employment decisions, or where the conduct is intended to or actually does unreasonably interfere with an individual's work performance or create an intimidating, hostile, or offensive working environment. This may include conduct between members of the opposite or same gender, and may also include conduct not motivated by sexual desire.

Guidelines for Identifying Harassment

To help clarify what constitutes harassment in violation of this policy, use the following guidelines:

- Harassment includes any conduct which would be "unwelcome" to an individual of the recipient's same protected classification and which is taken because of the recipient's protected classification.

- It is no defense that the recipient appears to have voluntarily "consented" to the conduct at issue. A recipient may not protest for many legitimate reasons, including not wishing to be or appear insubordinate or to avoid being ostracized.

- Simply because no one has complained about a joke, gesture, picture, physical contact, or comment does not mean the conduct is welcome. Harassment can evolve over time. The fact no one is complaining now does not preclude anyone from complaining if the conduct is repeated in the future.

- Even visual, verbal, or physical conduct between two employees who appear to welcome the conduct can, depending on the circumstances, constitute harassment of another employee or individual who observes the conduct or learns about the conduct later and if it is not explicitly or specifically directed at that individual.

- Conduct can constitute harassment in violation of this policy even if the individual engaging in the conduct has no intention to harass. Even well-intentioned conduct can violate this policy if the conduct is directed at, or implicates a protected classification, and if an individual of the recipient's same protected classification would find it offensive (*e.g.*, gifts, excessive attention, endearing nicknames).

- The determination of what constitutes harassment will depend on specific facts and the context in which the conduct occurs.

Retaliation

Retaliation means an adverse action taken because an applicant, employee, contractor, unpaid intern, or volunteer has reported harassment or discrimination, or has participated in the complaint and investigation process described herein.

Process for Reporting Harassment, Discrimination, or Retaliation

An applicant, employee, contractor, unpaid intern, or volunteer who experiences or witnesses conduct that is prohibited under this policy should be reported immediately as outlined below, so the complaint can be addressed in a timely manner:

a. Oral Report: If a person believes this policy has been violated, they should report the conduct to the Executive Director. In the event that the complaint is against the Executive Director, the report must be directed to the Board President.

b. Written Process: An individual who believes this policy has been violated may provide a written complaint to the Executive Director. In the event that the complaint is against the Executive Director, the report must be directed to the Board President.

c. Option to Report to Outside Administrative Agencies: Applicants, employees, contractors, unpaid interns, or volunteers have the option to report harassment, discrimination, or retaliation to the U.S. Equal Employment Opportunity Commission (EEOC) or the California Department of Fair Employment and Housing (DFEH). The EEOC can be reached at 1-800-669-4000 or at www.eeoc.gov. The DFEH can be reached at 1-800-884-1684 or at www.dfeh.ca.gov.

Foundation's Response to Complaint of Harassment, Discrimination or Retaliation

After receiving an oral report or written complaint, or the Foundation otherwise learns of an alleged potential violation of this policy, the Executive Director or their designee may request clarification and/or conduct an initial inquiry, to determine whether the oral report or written complaint alleges a potential violation of this policy. In the event, the oral report or written complaint or other information the Foundation otherwise learns of is against the Executive Director, the Board President or their designee may request the clarification and/or conduct an initial inquiry. To request clarification and/or conduct an initial inquiry, the Executive Director, Board President, or their respective designees may meet with the individual(s) who made the oral report or written complaint and/or that was reportedly subjected to conduct that violates this Policy.

Investigation Procedure

If an oral report or written complaint alleges a potential violation of this policy, or the Foundation otherwise learns of an alleged potential violation of this policy, the Foundation will initiate an investigation. The investigation will be conducted by qualified personnel or a qualified outside investigator as determined in the sole discretion of the Foundation.

During the pendency of the investigation, the Executive Director or Board President may take interim action as appropriate, such as placing the person alleged to have violated this Policy (the "Respondent") on paid administrative leave or temporarily transferring the Respondent. Generally, no interim action should be taken to change the working conditions of the individual(s) who made the oral report or written complaint and/or that was reportedly subjected to conduct that violates this Policy, unless that individual voluntarily consents to the temporary change.

The investigation will be conducted in a fair, timely, and thorough manner. The Foundation will document and track the investigation for reasonable progress and timely closures. The investigation will normally include interviews with the individual(s) who made the oral report or written complaint and/or that was reportedly subjected to conduct that violates this policy, the Respondent, and other persons believed to have relevant knowledge concerning the allegations. Witnesses will be advised that retaliation against those who report alleged harassment, discrimination, or retaliation, or who participate in the investigation is prohibited. The Respondent will be notified that a complaint has been made alleging that they have violated this policy. Whenever possible, the investigation will commence with an interview of the complaining party. Before the investigation is concluded, the Respondent will be informed of the allegations made against them, and be provided with an opportunity to respond to the allegations. Once the information gathering process is completed, the investigator will provide an investigative report containing the investigator's findings of fact which will be reasonable conclusions based on the evidence collected. The investigator will make findings based on a "preponderance of the evidence" standard. The report will be shared with the Executive Director and other Foundation representatives who have a need to know the outcome.

Remedial and Disciplinary Action

Once the investigation is complete, the Foundation will determine if the conduct violates Foundation policy and if so, take the appropriate corrective action. Any employee determined to have violated this policy will be subject to disciplinary action, up to and including termination. Disciplinary action may also be taken against any supervisory employee who condones or ignores potential violations of this policy, or who otherwise fails to take appropriate action to enforce this policy. Because an individual with whom the Foundation has business, contractual, or professional relationship, such as unpaid interns, volunteers, independent contractors, or vendors are not employees of the Foundation, the Foundation may not be able to take corrective action in the same way or to the same extent that it can with respect to Foundation employees. However, the Foundation will

make appropriate efforts to take corrective action for violations of this policy, or if appropriate, to cause others to take corrective action.

Please be advised that an employee who engages in unlawful harassment is personally liable for the harassment, regardless of whether the Foundation knew or should have known of the conduct and/or failed to take appropriate corrective action. The Foundation does not consider conduct in violation of this policy to be within the course and scope of employment or the direct consequence of the discharge of one's duties at the Foundation. Accordingly, to the extent permitted by law, the Foundation reserves the right to refuse to provide a defense or pay legal fees and costs or to pay damages assessed against any employee based on conduct in violation of this policy.

Closure

The investigation will be closed in a timely manner. At the conclusion of the investigation, the Executive Director or their designee, will notify the individual that was reportedly subjected to conduct that violates this policy in general terms of the outcome of the investigation.

Confidentiality

The Foundation cannot keep oral reports or written complaints made under this policy completely confidential due to the need to investigate potential violations of this policy and take effective remedial action, or to comply with other legal requirements. The Foundation will, however, keep oral reports or written complaints made under this policy, confidential to the extent possible. The Foundation will not disclose a completed investigation report except as it deems necessary to support a disciplinary action, report internally on an as needed basis, take remedial action, defend the Foundation in administrative or legal proceedings, or to comply with the law or a court order.

Responsibilities of Employees, and Supervisory Employees

Employees

In order to establish and maintain a professional working environment, while at the same time preventing harassment, discrimination, and retaliation, employees are expected to:

- Set an example of acceptable conduct by not participating in or provoking behavior that violates this policy. Try not to be angry or insulted if an individual tells you that your behavior is offensive. People have different ethical values and standards and may be offended by behavior you think is proper. Tell the individual you did not realize your behavior was offensive, and immediately cease the conduct.

- Report harassment, discrimination or retaliation as quickly as possible, whether the employee is the target of the conduct or a witness.

- If an employee witnesses harassment, they should tell the individual being harassed that the Foundation has a policy prohibiting such behavior, and that they can demand that the harasser cease the behavior. If an employee who witnesses harassment is comfortable doing so, they should tell the harasser to cease the behavior.

- Fully cooperate with the Foundation's investigation of complaints made or other alleged violations under this policy.

Supervisory Employees

In addition to the responsibilities listed above, supervisory employees are responsible for the following:

- Implementing this policy by taking all complaints seriously and modeling behavior that is consistent with this policy. Direct all complaints to the Executive Director.

- Taking positive steps to eliminate any form of harassment, discrimination or retaliation observed or brought to their attention.

- Taking positive steps to protect against retaliation through any action of intimidation, restraint, coercion or discrimination, by any supervisor or other employee.

- Monitoring the work environment and taking appropriate action to stop potential policy violations.

- Following up with those who have complained or were reportedly subjected to conduct that violates this policy, to confirm the conduct complained of has stopped.

- Reporting potential violations of this policy of which they become aware, regardless of whether a report has been made or a complaint has been formally submitted.

Training

The Foundation may require that its employees receive training on this policy, with attendance documented.

Dissemination of Policy

All employees shall receive a copy of this policy when they are hired. The policy may be updated from time to time and redistributed with a form for the employee to sign and return acknowledging that the employee has received, read, and understands this policy.

3.3 Disability Accommodation

The Foundation provides employment-related reasonable accommodations to qualified individuals with disabilities within the meaning of the California Fair Employment and Housing Act and the Americans with Disabilities Act. The following is the policy for requesting accommodations:

a. Request for Accommodation

An employee who desires a reasonable accommodation in order to perform essential job functions should make such a request orally or in writing to the Executive Director. The request must identify: a) the job-related functions at issue, and b) the desired accommodation(s).

b. Reasonable Documentation of Disability

Following the receipt of the request, the Foundation may require additional information, such as reasonable documentation of the existence of a disability.

c. Fitness for Duty Examination

The Foundation may require an employee to undergo a fitness for duty examination at the Foundation's expense to determine whether the employee can perform the essential functions of the job with or without a reasonable accommodation. The Foundation may also require that a Foundation-approved physician conduct the examination.

d. Interactive Process Discussion

After receipt of a request for accommodation and, to the extent applicable, reasonable documentation of disability and/or a fitness for duty report, the Foundation will arrange for a discussion, in person or via telephone conference call, with the employee. The purpose of the discussion is to work in good faith to fully discuss all feasible potential reasonable accommodations.

e. Case-by-Case Determination

The Foundation determines, in its sole discretion, whether reasonable accommodation(s) can be made, and the type of accommodation(s) to provide. The Foundation will not provide accommodation(s) that would pose an undue hardship upon Foundation finances or operations, or that would endanger the health or safety of the employee or others. The Foundation will inform the employee of its decision as to reasonable accommodation(s) in writing.

Please direct any questions concerning this policy to the Executive Director.

3.4 Religious Accommodation

The Foundation is dedicated to treating its employees equally and with respect and recognizes the diversity of their religious beliefs. All employees, unpaid interns, and volunteers may request an accommodation when their religious beliefs cause a deviation from the Foundation dress or grooming code, or the individual's schedule, basic job duties, or other aspects of employment. The Foundation will consider the request, but reserves the right to offer its own accommodation to the extent permitted by law. Some, but not all, of the factors that the Foundation will consider are cost, the effect that an accommodation will have on current established policies, and the burden on operations — including other employees — when determining a reasonable accommodation. At no time will the Foundation question the validity of a person's belief.

If you require a religious accommodation, speak with the Executive Director.

3.5 Lactation Accommodation

The Foundation will provide a reasonable amount of break time to accommodate any employee desiring to express breast milk for the employee's infant child each time the employee has a need to express milk. The break time shall, if possible, run concurrently with any break time already provided to the employee. If a non-exempt employee takes lactation breaks at times other than their provided break times, then the lactation break shall be unpaid or the employee may choose to use accrued leave.

Those desiring to take a lactation break at times other than their provided break times must notify the Executive Director prior to taking such a break. Breaks may be reasonably delayed if they would seriously disrupt operations. Once a lactation break has been approved, the break should not be interrupted except for emergency or exigent circumstances.

The Foundation will provide a room or other appropriate location, that is not in a bathroom, to express milk in private. The Foundation will provide a room or location in close proximity to the employee's work area that is shielded from view and free from intrusion while being used for expressing milk. The room or location will also meet the following requirements:

a. Be safe, clean, and free of hazardous materials;

b. Contain a surface on which to place a breast pump and personal items;

c. Contain a place to sit; and

d. Have access to electricity or extension cords or charging stations, needed to operate an electric or battery-powered breast pump.

Where a multipurpose room is used for lactation, among other uses, the use of the room for lactation shall take precedence over the other uses, but only for the time it is in use for lactation purposes.

The Foundation may designate a lactation location that is temporary, due to operational, financial, or space limitations. These temporary spaces must meet the requirements set forth above.

An employee occupying such a private area for the purposes of lactation shall either secure the door or otherwise make it clear to others through signage that the area is occupied and should not be disturbed. All other employees should avoid interrupting an employee during an authorized break under this section, except to announce an emergency or other urgent circumstance.

The Foundation will also provide access to a sink with running water and a refrigerator, or other cooling device, suitable for storing milk in close proximity to the employee's work area.

An employee may make a request for lactation accommodation, either orally or in writing, to the Executive Director.

If the Foundation is unable to provide the requested break time or a requested location for the purpose of expressing breast milk, the Foundation will provide a written response to the employee which specifies this.

The Foundation encourages any employee who does not believe that the Foundation is providing them with an appropriate lactation accommodation as required by state law to inform the Foundation or the Executive Director. An employee who does not believe that the Foundation is providing them with an appropriate lactation accommodation as required by state law has the right to file a complaint with the California Division of Labor Standards Enforcement/Labor Commissioner.

4.0 Hiring and Orientation Policies

4.1 Job Descriptions

The San Bruno Community Foundation attempts to maintain a job description for each position. If an employee does not have a current copy of their job description, they should request one from the Executive Director.

Job descriptions prepared by the Foundation serve as an outline only. Due to business needs, employees may be required to perform job duties that are not expressly stated in their written job description. Furthermore, the Foundation may revise, add to, or delete from an employee's job duties per business needs and in its sole discretion. On occasion, the Foundation may revise job descriptions with or without advance notice to employees.

Employees should speak to the Executive Director regarding any questions regarding their job descriptions or the scope of their duties.

4.2 Employment Authorization Verification

All offers of employment are contingent on verification of an applicant or employee's right to work in the United States. As required by federal law, and as a condition of employment, applicants must complete the Employment Eligibility Verification Form I-9 and present original documents verifying their right to work in the United States. If the applicant or employee cannot comply with laws requiring or allowing them to work in the United States at any time, the applicant or employee must notify the Foundation and the Foundation may be required to terminate employment. If an employee is authorized to work in this country for a limited period of time, the employee will be required to submit proof of renewed employment eligibility prior to expiration of that period to remain employed by the Foundation. Violation of this policy may result in discipline, up to and including termination.

4.3 Conflicts of Interest

The San Bruno Community Foundation is concerned with conflicts of interest that create actual or potential job-related concerns, especially in the areas of confidentiality, community relations, safety, security, and morale. The Foundation Board of Directors adopted the San Bruno Community Foundation Conflict of Interest Policy on October 5, 2016. The purpose of the Conflict of Interest Policy is to protect the Foundation when it is contemplating entering into a transaction or arrangement that might benefit the private interest of a director, officer, employee, or member of a committee of the Foundation, might result in a possible excess benefit transaction, or might violate the laws applicable to public entities. This policy is intended to supplement, but not replace any applicable state and federal laws governing conflicts of interest applicable to nonprofit and charitable organizations and/or public entities.

Each employee shall annually sign an Annual Affirmation and Disclosure statement which:

- Affirms that the person has received a copy of the Conflict of Interest Policy, has read and understood the Policy, and has agreed to comply with the Policy;

- Affirms that the person understand that the Foundation is a tax-exempt entity and, in order to maintain its federal tax-exempt status, must engage primarily in activities which accomplish one or more of its tax-exempt purposes; and

- Discloses that person's interests that could reasonably give rise to conflicts of interest with respect to the Foundation, including, but not limited to, all known affiliations with any organization with which the Foundation may have a financial relationship and any persons with whom such person has a close relationship who are affiliated with any organization with which the Foundation may have a financial relationship.

In addition, Form 990, the annual information return that the Foundation must file with the Internal Revenue Service and disclose to the public, requires the Foundation to disclose certain information related to each officer, director, and key employee. In order to make such disclosures, each key employee shall annually complete this Statement and timely update the Executive Director of any changes during the current year.

5.0 Employee Status and Classification

5.1 Regular Full-Time Personnel

Regular full-time employees are those who are regularly scheduled to work more than thirty (30) hours per week. Unless stated otherwise in this handbook or specifically permitted by law, all the benefits provided to employees at the Foundation are for regular full-time employees only. This includes PTO, holiday pay, health insurance, and other benefits coverage.

5.2 Regular Part-Time Personnel

All employees who work fewer than thirty (30) hours per week are considered part-time employees. Part-time employees are not eligible for Foundation benefits unless otherwise specified in this handbook, in the benefit plan summaries, or specifically required by law.

5.3 Temporary Personnel

Temporary employees are hired for a specific period or specific work project, not to exceed three (3) months in duration. The Foundation reserves the right to extend the duration of temporary employment where necessary. Temporary employees are not eligible for benefits unless otherwise specified in this handbook or in the benefit plan summaries, or specifically required by law.

5.4 Exempt Personnel

Employees classified as exempt at the time of hiring are not eligible for overtime pay as otherwise required by federal, state, or local laws.

5.5 Nonexempt Personnel

Employees classified as non-exempt at the time of hiring will be eligible for minimum wage and overtime pay in accordance with federal, state, and local laws.

6.0 Wage and Hour Policies

6.1 Introduction to Wage and Hour Policies

At the Foundation, pay depends on a wide range of factors, including pay scale surveys, individual effort, and market forces. Questions about compensation, including matters such as paid time off, overtime, benefits, or paycheck deductions should be directed to the Executive Director.

6.2 Workday/Workweek

For purposes of overtime, the Foundation's workweek is 12:01 a.m. Monday through the following Sunday at midnight. The workday begins at 12:00 a.m. and ends at 11:59 p.m. Employees may be required to come in early, work late, or work overtime from time to time, depending on various factors, such as workloads, staffing needs, and special projects.

6.3 Pay Period

Exempt employees are paid twice per month on the 15th and last day of the month for the pay period that ends that day. Non-exempt employees are paid twice per month on the 15th and last day of the month for the pay period that ends on the 9th and the 24th of the month (*i.e.*, paid on the 15th of the month for the pay period beginning on the 25th of the previous month and ending on the 9th of the current month, and paid on the last day of the month for the pay period beginning on the 10th of the month and ending on the 24th of the month). If a payday falls on a weekend or holiday, paychecks will be issued on the last business day before the weekend or holiday.

Employees are responsible for reviewing their paycheck for accuracy and reporting any errors to the Executive Director immediately. If there has been and overpayment or underpayment, the error will be corrected as soon as possible.

6.4 Overtime

At certain times, the Foundation may require non-exempt employees to work overtime. The Foundation will attempt to give as much notice as possible in this instance. However, advance notice may not always be possible. All overtime must be approved in advance and in writing, by the employee's supervisor. Failure to work overtime when requested or working unauthorized overtime may result in disciplinary action, up to and including termination.

Any overtime worked must be timely reported during the pay period when overtime is worked. Employees are not allowed to work "off the clock." All work time must be accurately reported on an employee's time record as required by the Recording Time policy in this handbook.

Non-exempt employees who work more than eight (8) hours in any workday or more than forty (40) hours in any workweek will be paid overtime at a rate of:

- One and one-half times the employee's regular rate of pay for all hours worked in excess of eight (8) hours up to and including twelve (12) hours in any workday, hours worked in excess of forty (40) straight-time hours in any one workweek, and for the first eight (8) hours worked on the seventh consecutive day of work in a workweek.

- Two times the employee's regular rate for all hours worked in excess of twelve (12) hours in a workday or in excess of eight (8) hours on the seventh consecutive day of work in a workweek.

Holidays, vacation days, and sick leave days do not count as time worked for computing overtime.

6.5 Meal and Rest Periods Policy

Non-exempt employees are required to observe and accurately record meal periods in time and attendance records. If a non-exempt employee knows in advance that they may not be able to take an uninterrupted scheduled meal or rest period, the employee must notify their supervisor; in addition, a non-exempt employee should also notify their supervisor as soon as possible if they were unable to take or was prohibited from taking an uninterrupted scheduled meal or rest period.

Meal and rest periods are intended to provide employees with an opportunity to take a break from work, and employees are not permitted to perform any work during meal and rest periods.

Meal Periods

Non-exempt employees who work more than five (5) hours in a workday will be provided an unpaid and uninterrupted 30-minute meal period no later than the end of their fifth hour of work, and will be required to "clock out" from the timekeeping system. If a non-exempt employee works fewer than six (6) hours in a work day, the employee may mutually agree with their supervisor to waive the meal period.

Non-exempt employees who work more than ten (10) hours in a workday will be provided a second unpaid and uninterrupted 30-minute meal period no later than the end of their tenth hour of work.

See the Executive Director for procedures related to requesting to waive a meal period in the above circumstances.

Rest Periods

Non-exempt employees will also be provided paid 10-minute rest periods based on total hours worked daily and are not required to "clock out" from the timekeeping system for the rest period. Non-exempt employees will receive ten (10) minutes of uninterrupted rest time for every four hours of work, or major portion of each four (4) hours worked. Accordingly, if a non-exempt employee works:

- Less than three and a half (3.5) hours, the employee is not entitled to a rest period.
- Three and a half (3.5) to six (6) hours, the employee is entitled to a 10-minute rest period.
- Six (6) to ten (10) hours, the employee is entitled to two (2) 10-minute rest periods.
- Ten (10) to fourteen (14) hours, the employee is entitled to three (3) 10-minute rest periods.

Rest periods are to be taken in the middle of the four-hour work period when possible. Rest periods should not be combined or added to meal periods or used to start work later or end work early.

6.6 Travel Time Pay

Some non-exempt positions within the Foundation are required travel in the course of conducting work. A non-exempt employee required to travel will be paid in the following way:

- If a non-exempt employee reports to the workplace and then is required to travel to another site to work for the day, travel time to the assigned work place will be paid.

- When a non-exempt employee is required to report to a site other than their regular work site, and the employee goes directly to that site without first going to the regular work place, the Foundation will pay travel time for any time in excess of the employee's normal commute time to the regular site.

- If a non-exempt employee is required to travel to a distant work place, the employee will be paid travel time in addition to time worked.

- A non-exempt employee's travel hours are "hours worked" for the purposes of calculating overtime.

6.7 Recording Time

The San Bruno Community Foundation is required by applicable federal, state, and local laws to keep accurate records of hours worked by certain employees. To ensure that the Foundation has complete and accurate time records and that employees are paid for all hours worked, non-exempt employees are required to record all working time using Foundation time sheets.

Time must be recorded as follows:

- Immediately before starting the work period.

- Immediately after finishing work, before the meal period.

- Immediately before resuming work, after the meal period.

- Immediately after finishing work.

- Immediately before and after any other time away from work.

Time sheets are required to be submitted to the Executive Director on the 9th and the 24th of each month.

Non-exempt employees are responsible for notifying the Executive Director of any pay discrepancies, unrecorded or misrecorded work hours, or any involuntarily missed meal or break periods.

Falsifying time entries is strictly prohibited. Falsifying time entries includes working "off the clock." An employee who falsifies their own time records, or the time records of co-workers, or if an employee performs work off the clock, they will be subject to discipline up to and including termination. Immediately report to the Executive Director any employee or supervisor who falsifies time entries or encourages or requires falsification of time entries or work off the clock.

6.8 Paycheck Deductions

The San Bruno Community Foundation is required by law to make certain deductions from an employee's pay each pay period. This includes income and unemployment taxes, Federal Insurance Contributions Act (FICA) contributions (Social Security and Medicare), and any other deductions required under law or by court order for wage garnishments. The amount of tax deductions will depend on an employee's earnings and the information listed on the employee's federal Form W-4 and applicable state withholding form. Employees may also authorize voluntary deductions from their paycheck, including contributions for insurance premiums, retirement plans, spending accounts, or other services. Deductions will be reflected in the employee's wage statement.

The Foundation will not make deductions from pay that is prohibited by federal, state, or local law. If an employee has any questions about deductions from their pay, contact the Executive Director. Employees will be reimbursed in full for any isolated, inadvertent, or improper deductions, as defined by law. If an error is found, an employee will receive an immediate adjustment, which will be paid no later than the next regular payday.

6.9 Direct Deposit

The San Bruno Community Foundation encourages all employees to enroll in direct deposit. To enroll in direct deposit, ask the Executive Director for an application form. Typically, the bank will begin the direct deposit of payroll within 30 calendar days after submission of a completed application.

If direct deposit payroll service is selected, a written explanation of deductions will be provided on paydays described in the preceding sections in lieu of a check.

6.10 Wage Disclosure Protection

In accordance with California law, the Foundation will not:

- Prohibit an employee from:
  - Disclosing the employee's own wages;
  - Discussing the wages of others; or
  - Inquiring about another's wages.

- Require an employee to sign a waiver or other document that proposes to deny the employee the right to disclose the amount of their wages.

- Discharge, formally discipline, or otherwise discriminate or retaliate against an employee for disclosing the amount of your wages.

However, if an employee has access to or knowledge of the private compensation information of other employees as a part of the employee's role and essential job functions, the employee may not disclose that information to individuals who do not otherwise have access to it, unless the disclosure is:

- In response to a formal complaint or charge;

- Part of an investigation, proceeding, hearing, or action, including an investigation conducted by the Foundation; or

- Consistent with the legal duty of the Foundation to furnish information.

If an employee believes that they have been discriminated or retaliated against in violation of this policy, immediately report those concerns to the Executive Director or Board President.

Nothing in this policy will be enforced to interfere with, restrain or coerce, or retaliate against employees regarding their rights under the National Labor Relations Act.

7.0 Benefits

7.1 Holidays

The San Bruno Community Foundation observes the following holidays each year: New Year's Day, Martin Luther King, Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving, the Day after Thanksgiving, Christmas Eve, Christmas Day, and New Year's Eve.

Holidays are paid for regular full-time employees and regular part-time employees who work half-time (.50 FTE) or more. The number of paid holiday hours eligible employees are entitled to is prorated based upon their FTE. Employees who are employed in positions that are less than half-time (.50 FTE) are not entitled to paid holidays.

When a holiday falls on a Saturday, it will be observed the preceding Friday. Holidays falling on a Sunday will be observed the following Monday.

7.2 Paid Time Off (PTO)

The San Bruno Community Foundation provides full-time regular employees with paid time off (PTO). PTO may be used for vacation, sick leave or other personal matters. Regular part-time employees and temporary personnel are not eligible for PTO.

Eligibility

All full-time regular employees are eligible to receive PTO immediately upon hire.

Deposits into Employee's Leave Account

PTO is calculated according to the fiscal year, which begins on July 1 and ends on June 30.

Full-time regular employees who are normally scheduled to work forty (40) hours per week will accrue 6.67 hours of PTO during each half-month pay period worked, up to a maximum accrual of one-hundred sixty (160) hours. Full-time regular employees who work less than forty (40) hours per week will be eligible for this benefit on a prorated basis based on the number of hours worked.

Once an employee reaches the maximum accrual amount, no further PTO will accrue until you the employee uses some of the accrued PTO and the balance of PTO falls below the maximum accrual amount. Employees will not receive retroactive credit for any period of time in which they did not accrue PTO because they accrued the maximum amount.

Leave Usage and Requests for Leave

The Foundation encourages employees to use your PTO time. Employees are eligible to begin using PTO immediately upon hire.

When PTO is used for sick leave purposes, an employee is required to provide reasonable advance notification of their need to use accrued PTO if the need is foreseeable (*e.g.*, doctor's appointment scheduled in advance). If the need to use PTO for sick leave is unforeseeable, the employee shall provide notice of the need for leave as soon as practicable. PTO may be used in a minimum of two (2) hour increments when used for sick leave. Permissible uses of PTO for the purposes of sick leave include:

- For the employee's own diagnosis, care, or treatment of an existing health condition or preventative care.

- For the diagnosis, care, or treatment of an existing health condition or preventative care for an employee's family member, including:

    - Child (including a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis).
    - Spouse or Registered Domestic Partner.
    - Parent (including biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child.)
    - Grandparent.
    - Grandchild.
    - Sibling.

- To obtain any relief or services related to being a victim of domestic violence, sexual assault, or stalking including the following with appropriate certification of the need for such services:

    - A temporary restraining order or restraining order.
    - Other injunctive relief to help ensure the health, safety or welfare of themselves or their children.
    - To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking.
    - To obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking.
    - To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking.
    - To participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.

When employees use PTO for any reason other than sick leave, employees must request PTO from their supervisor as far in advance as possible, but at least two (2) days in advance. The Foundation will generally grant requests for PTO when possible, taking business needs into consideration. Employees must take PTO in increments of at least four (4) hours when used for reasons other than sick leave.

<u>During a Leave of Absence</u>

The Foundation may require an employee to use any unused PTO concurrently during a disability leave, or any other leave of absence, where permissible under local, state, and federal law.

Employees will not accrue PTO during an unpaid leave of absence, or other periods of inactive service, unless PTO accrual is required by applicable federal, state, or local law.

<u>Carryover</u>

Unused PTO up to one-hundred sixty (160) hours can be carried over to the following fiscal year.

<u>Separation of Employment</u>

Upon separation of employment for any reason, employee will be paid for earned but unused PTO time.

7.3 403(b) Plan

Eligible employees (as determined by the terms of the plan) may participate in the Foundation's 403(b) plan. Refer to the Summary Plan Description (SPD) for specifics.

Contact the Executive Director to find out if you are eligible to participate in the Foundation's 403(b) plan. This benefit, as well as other benefits, may be canceled or changed at the sole discretion of the Foundation, unless otherwise required by law.

7.4 Unemployment Compensation Insurance Policy

Unemployment compensation insurance is paid for by the Foundation and provides temporary income for employees who have lost their job under certain circumstances. Unemployment compensation insurance is administered by the California Department of Employment Development Department (EDD). An employee's eligibility for unemployment compensation will, in part, be determined by the reasons for the employee's separation from the Foundation. EDD makes all determination pertaining to claims for unemployment compensation.

7.5 Workers' Compensation Insurance Policy

Workers' compensation is a no-fault system designed to provide benefits to all employees for work-related injuries. Workers' compensation insurance coverage is paid for by employers and governed by state law. The workers' compensation system provides for coverage of medical treatment and expenses, occupational disability leave, and rehabilitation services, as well as payment for lost wages due to work related injuries.

If an employee is injured on the job while working at the Foundation, no matter how slightly, must immediately report the incident to the Executive Director. Consistent with applicable state law, failure to report an injury within a reasonable period of time could jeopardize a claim for benefits. If an injury is the result of an on-the-job accident, an employee must fill out an accident report. Employees will be required to submit a medical release before returning to work.

7.6 State Disability Insurance

If an employee is unable to work for at least eight days due to a non-work-related illness or injury, or a pregnancy-related disability, they may be eligible for disability insurance benefits. Disability insurance is a component of California's State Disability Insurance (SDI) program, which is administered by the California Employment Development Department (EDD) and is funded by workers through SDI payroll deductions. Disability insurance provides eligible employees with up to fifty-two (52) weeks of partial wage replacement benefits. Benefit amounts are based on a percentage of your wages paid during a specific 12-month base period, determined by the date your claim begins. To apply for this benefit, employees must contact EDD directly and will be required to provide written notice of the disability, including a doctor's certificate stating the nature of the disability and expected date of return to work.

The SDI program does not create a right to a leave of absence, job protection, or job reinstatement.

Employees are responsible for filing claims and other forms promptly and accurately with the EDD. To learn more about the SDI program, including eligibility requirements and benefits, or to make a claim for DI benefits, contact the EDD (www.edd.ca.gov).

The Foundation will be notified that an employee has submitted a disability insurance claim.

7.7 Paid Family Leave

California's Paid Family Leave (PFL) program provides eligible employees with up to eight (8) weeks of partial wage replacement in any 12-month period to take time off from work to bond with a new child (either by birth, adoption, or foster care placement) or to care for a seriously ill family member (child, parent, parent-in-law, grandparent, grandchild, sibling, spouse, or registered domestic partner). The 12-month period begins on the day a claim is submitted.

PFL is funded entirely by workers through state disability insurance (SDI) payroll deductions. If an employee is currently receiving benefits from SDI or workers' compensation insurance, they may not be eligible to receive PFL benefits. The California PFL insurance program does not create a right to a leave of absence, job protection, or job reinstatement.

The PFL insurance program makes benefits available to eligible employees through the California Employment Development Department (EDD). Apply for PFL insurance directly with the EDD. Contact the EDD for information on eligibility or to obtain a claim form. Medical and other documentation may be required.

8.0 Leaves

8.1 Paid Sick Leave for Part-Time and Temporary Employees

In accordance with California's Healthy Workplaces, Healthy Families Act, the Foundation provides all eligible regular part-time and temporary employees with paid sick leave benefits. Paid sick leave may be used:

- For the employee's own diagnosis, care, or treatment of an existing health condition or preventative care.

- For the diagnosis, care, or treatment of an existing health condition or preventative care for an employee's family member, including:

    - Child (including a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis).
    - Spouse or Registered Domestic Partner.
    - Parent (including biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child).
    - Grandparent.
    - Grandchild.
    - Sibling.

- To obtain any relief or services related to being a victim of domestic violence, sexual assault, or stalking including the following with appropriate certification of the need for such services:

    - A temporary restraining order or restraining order.
    - Other injunctive relief to help ensure the health, safety or welfare of themselves or their children.
    - To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking.
    - To obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking.
    - To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking.
    - To participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.

<u>Eligibility</u>

All regular part-time and temporary employees who have worked for the Foundation for at least thirty (30) days within a year after beginning employment are entitled to earn paid sick leave.

<u>Accrual and Usage</u>

Eligible employees begin to accrue paid sick leave upon employment at a rate of one (1) hour for every thirty (30) hours worked and may begin using accrued leave on the 90th day of employment.

Eligible employees may not use more sick leave than you have accrued or receive an advance of sick leave that has not yet been accrued.

Eligible employees may only use up to twenty-four (24) hours (three (3) days) of your available earned paid sick

leave per leave year. For purposes of this policy, “leave year” means fiscal year.

Paid sick leave may be taken in no less than two-hour increments.

Sick days may not be substituted for vacation days. Sick leave is intended to be used for the purposes stated above.

Earned but unused sick leave will carry over to the following leave year up to a maximum of forty-eight (48) hours (six (6) days). The Foundation will reinstate any previously accrued and unused paid sick leave for employees who separate from the Foundation and are rehired within one year from the date of separation.

The Foundation will not tolerate abuse or misuse of employee’s sick leave.

Notice

If the need for sick leave is foreseeable, an employee shall provide their supervisor with as much advance notice as possible. The Foundation recognizes that there may be occasions, such as sudden illness, when advance notice is not possible; in those situations, an employee should inform their supervisor of the need for leave as soon as practicable. An employee may also be asked to provide a certification of illness as permitted by law.

Foundation’s Right to Require Employee’s Use of Sick Leave

Paid sick leave will run concurrently with other types of leave where permitted under applicable law. The Foundation will deduct sick leave from an employee’s sick leave bank whenever an employee is absent for reasons that qualify for use of sick leave for either a full day, or for a partial day absence of two (2) or more hours, subject to the following exception: employees are not required to use sick leave when they are receiving paid disability plan benefits (e.g., State Disability Insurance or workers’ compensation), that pay a portion of employees’ salary while on leave.

Sick Leave Not Hours Worked

Sick Leave will not be considered hours worked for purposes of overtime calculation. An employee will not receive compensation for unused accrued paid sick leave upon termination, resignation, retirement or other separation from employment with the Foundation. No employee will receive pay in lieu of sick leave.

Retaliation

The Foundation will not retaliate against employees who request or take leave in accordance with this policy.

8.2 Bereavement Leave

The Foundation recognizes the importance of taking leave when there is a death in the family. While bereavement leave is not required by law, the Foundation will provide bereavement leave as follows:

- Full-time employees are eligible for three (3) days of paid bereavement leave for the death of an immediate family member.

- Part-time employees who are employed half-time (.50 FTE) or more are eligible for three (3) days paid bereavement leave for the death of an immediate family member in proportion to the number of hours they are regularly scheduled to work. For example, a part-time employee regularly scheduled to work

twenty (20) hours per week is eligible for one half the number of days indicated for full-time employees of bereavement leave.

Part-time employees who are employed less than half-time (.50 FTE) are not eligible for paid bereavement leave.

An employee may use accrued but unused PTO if additional time is needed. Additional unpaid time off may be granted at the discretion of the Foundation on a case-by-case basis.

For purposes of this policy, “immediate family member” includes the following and applies both to the family of the employee and the employee's spouse: child (including foster child and stepchild), spouse, sister, brother, parents (including foster parents and stepparents), grandparents.

Employees must provide notice of the need for bereavement leave as far in advance as possible. The Foundation may require documentation supporting an employee’s need for bereavement leave.

8.3 Jury Duty

The Foundation encourages employees to fulfill their civic duties related to jury duty. Employees must provide reasonable advance notice to their supervisor of the need for time off for jury duty and provide a copy of the notice or summons to their supervisor.

Exempt employees will not incur any deduction in pay for an absence of up to eighty (80) hours due to jury duty. For jury service beyond eighty (80) hours, the Foundation will not deduct an exempt employee’s pay unless the employee is absent for a full week and performs no work. Non-exempt employees will not be compensated for time spent on jury duty. Non-exempt employees may opt to use accrued PTO, if available, in place of unpaid leave.

Additionally, employees are expected to report to work for any portion of the work day that they are not actively required in court and are to take any steps necessary to minimize the disruption of work.

The Foundation will offset the amount from pay any amount an employee receives from the court for jury fees.

The Foundation will not retaliate against employees who request or take leave in accordance with this policy.

8.4 Time Off for Voting

The Foundation encourages employees to vote. If an employee is unable to vote in a statewide election during non-work hours, employees may be granted up to two (2) hours off from work with pay to vote in a public election.

If the employee knows or has reason to believe that time off will be necessary to be able to vote, the employee is required to give the Foundation at least two (2) working days’ notice prior to the election date.

A supervisor may require that time off for voting occur at the beginning or end of an employee’s regularly scheduled shift or work day to allow the time needed for voting to minimize disruption to the Foundation’s operations.

8.5 Other Forms of Leave

Other forms of leave may be available to eligible employees who are victims of crime, summoned to appear in court as a witness, engaged in military service, or who require leave due to a child facing suspension from school, as required by law. Please contact the Executive Director for more information.

9.0 Employee Conduct

9.1 Standards of Conduct

The Foundation wishes to create a work environment that promotes job satisfaction, respect, responsibility, integrity, and value for all our employees, applicants, grantees, partners, and other stakeholders. We all share in the responsibility of improving the quality of our work environment. By deciding to work here, employees agree to follow the Foundation's rules, policies, and standards of conduct, including without limitation those described in this section of the handbook.

While it is impossible to list everything that could be considered misconduct in the workplace, what is outlined here is a list of common-sense infractions that could result in discipline, up to and including immediate termination of employment, as determined by the Foundation, in its sole discretion. Consistent with the at-will employment policy, the Foundation reserves the right to terminate any employee, with or without cause, and with or without notice, at any time. An employee may be terminated even if they follow the Foundation's standards of conduct. Nothing in this section on Standards of Conduct for employees is intended to or changes the Foundation's at-will employment policy.

Examples of prohibited or inappropriate conduct include:

- Violation of the policies and procedures set forth in this handbook.

- Possessing, using, distributing, selling, or negotiating the sale of illegal drugs or other controlled substances in violation of the Foundation's Drug and Alcohol Policy. If an employee must use a prescription drug, which may impact their ability to safely perform work during working hours, the employee must notify the Executive Director.

- Being under the influence of alcohol during working hours, on Foundation property, or while on Foundation business.

- Inaccurate reporting of the hours worked.

- Failure to observe work schedules including rest and lunch periods for non-exempt employees.

- Providing knowingly inaccurate, incomplete, or misleading information when speaking on behalf of the Foundation or in the preparation of any employment-related documents including, but not limited to, job applications, personnel files, employment review documents, intra-company communications, or expense records.

- Making defamatory or false statements detrimental to the Foundation's operation or good standing in the community.

- Taking or destroying Foundation property, including electronic data and information.

- Possession of potentially hazardous or dangerous property (where not permitted) such as firearms, weapons, chemicals, etc., without prior authorization.

- Fighting with, or harassment of any fellow employee, vendor, customer, partner or guest.

- Disclosure of Foundation trade secrets and proprietary and confidential of the Foundation or its grantees, applicants, partners, contractors, or vendors.

- Being insubordinate or otherwise engaging in uncooperative or inappropriate conduct, including refusing or failing to follow directions or to perform a requested or required job task, or refusing to abide by any Foundation rule or policy.

- Interfering with the work performance of any employee, delaying or otherwise impeding the performance of services to be rendered or influencing or attempting to influence others to so interfere.

- Being negligent, late, or careless in performing assigned duties and responsibilities.

- Performing assigned duties and responsibilities incompetently, unsatisfactorily, or inefficiently (including lack of preparation for assigned duties).

- Refusal or failure to follow safety rules and procedures.

- Failure to be courteous and polite at all times to other employees, partners, stakeholders or guests.

- Excessive tardiness or absences.

- Smoking in non-designated areas.

- Working unauthorized overtime.

- Use of threats, obscene or harassing language in the workplace.

- Engaging in outside employment that interferes with the employee's ability to perform their job at the Foundation.

- Gambling on Foundation premises.

- Lending keys or keycards to Foundation property to unauthorized persons.

- Violating Foundation policies concerning security, unauthorized disclosure of confidential Foundation information regarding any person(s), or unauthorized removal of Foundation property from Foundation premises.

- Theft or abuse or destruction of any property of another employee, or of the Foundation's vendors, customers, partners, or guests.

- Any other violations of the policies in this handbook.

- Any other conduct or behavior that the Foundation, in its sole discretion, believes in good faith is not in the Foundation's best interests.

Any questions regarding inappropriate or prohibited conduct may be directed to the Executive Director.

9.2 Performance Evaluation

The Foundation will make efforts to periodically review an employee's work performance. The performance improvement process will take place annually or as business needs dictate. However, failure to issue an annual formal written evaluation or performing a formal written evaluation more frequently than annually, is not a violation of this policy, and the Foundation at its discretion may issue performance evaluations more frequently or less frequently than every year.

9.3 Outside Employment

Employees are expected to devote their energies to their jobs with the Foundation. Current employees who wish to engage in additional employment must submit a written request to the Executive Director explaining the details of the additional employment. At the time of hire, new employees must disclose all outside employment to the Executive Director in writing. Employees may engage in additional employment only with prior written authorization from the Executive Director. Authorization to engage in additional employment can be revoked at any time.

The following types of outside employment are strictly prohibited:

- Additional employment that conflicts with an employee's work schedule, duties, and responsibilities at the Foundation;
- Additional employment that creates a conflict of interest or is incompatible with the employee's position with the Foundation;
- Additional employment that impairs or has a detrimental effect on the employee's work performance with the Foundation;
- Additional employment that requires the employee to conduct work or related activities on Foundation property during the employee's working hours or using Foundation facilities and/or equipment; and
- Additional employment that directly or indirectly competes with the business or the interests of the Foundation.

Failure to abide by this policy will subject an employee to disciplinary action, up to and including termination of employment.

9.4 Off-Duty Conduct

While the Foundation does not seek to interfere with all of the off-duty and personal conduct of its employees, certain types of off-duty conduct may interfere with the Foundation's legitimate business interests. For this reason, employees are expected to conduct their personal affairs in a manner that does not adversely affect the Foundation's integrity, reputation, or credibility. Illegal or inappropriate off duty conduct by an employee that adversely affects the Foundation's legitimate business interests or the employee's ability to perform their job will not be tolerated and may be grounds for termination from employment. Nothing in this policy is intended to infringe upon an employee's right to discuss wages, terms and conditions of employment.

9.5 Resignation Policy

The Foundation hopes that employment with the Foundation will be a mutually rewarding experience; however, the Foundation acknowledges that varying circumstances can cause an employee to resign. The Foundation intends to handle any resignation in a professional manner with minimal disruption to the workplace.

Notice

The Foundation requests that you provide a minimum of two weeks' notice of your resignation. Provide a written resignation letter to the Executive Director. If you provide less notice than requested, the Foundation may deem you to be ineligible for rehire, depending on the circumstances of the notice given.

Final Pay

The Foundation will pay separated employees in accordance with applicable laws and other sections of this handbook.

Notify the Foundation if your address changes during the calendar year in which resignation occurs to ensure tax information is sent to the correct address.

Return of Property

Return all Foundation property at the time of separation, including mobile phones, keys, credit cards, and laptop computers.

9.6 Workforce Reductions (Layoffs)

If necessary based upon business needs, Foundation management may decide to implement a reduction in force (RIF) in its sole discretion.

9.7 Post-Employment References

The Foundation's policy is to confirm dates of employment and job title only. With written authorization, the Foundation will confirm the amount of salary or wage last earned. Forward any requests for employment verification to the Executive Director.

9.8 Job Abandonment

An employee who fails to show up for work or fails to call in with an acceptable reason for the absence for a period of three (3) consecutive days will be considered to have abandoned their job and voluntarily resigned from the Foundation.

9.9 Drug and Alcohol Policy

The Foundation is committed to providing a safe, healthy, and productive work environment. Consistent with this commitment, it is the policy of the Foundation to maintain a drug and alcohol-free workplace. Being under the influence of alcohol, illegal drugs (as classified under federal, state, or local laws), or other impairing substances while on the job may pose a serious health and safety risk to others, and will not be tolerated. Employees are expected to report to work in a condition that permits them to perform their assigned tasks in a safe, professional, and competent manner.

Prohibited Conduct

The Foundation expressly prohibits employees from engaging in the following activities when they are on duty or conducting Foundation business or on Foundation premises (whether or not they are working):

- Possession or use of alcohol or illegal/unauthorized drugs, and the abuse of prescribed drugs, or being under the influence of alcohol or illegal/unauthorized drugs while working or anywhere on the Foundation's property, including in parking lots and in vehicles in parking areas;

- Driving a Foundation vehicle, or a personal vehicle while conducing Foundation business, while under the influence of alcohol or illegal or controlled substances, or any prescription or over-the-counter drug that causes drowsiness or affects the employee's alertness; and

- Distribution, sale, transfer, or purchase of alcohol or an illegal/controlled substance while on the job or anywhere on Foundation's property, including in parking lots and in vehicles in parking areas.

While the use of marijuana has been legalized under some state laws for medicinal and/or recreational uses, it remains an illegal drug under federal law. The Foundation does not discriminate against employees solely on the basis of their lawful off-duty use of marijuana. However, you may not consume or be under the influence of marijuana while on duty or at work.

An Employee's conviction on a charge of illegal sale or possession of any controlled or illegal substance while off Foundation property will not be tolerated and may subject an employee to discipline, up to an including termination.

Any employee who is using prescription or over-the-counter drugs that may impair the employee's ability to safely perform the job, or affect the safety or well-being of others, must notify the Executive Director of such use immediately and before starting or resuming work.

Violation of the Foundation's Drug and Alcohol Policy will not be tolerated and will be grounds for discipline, up to and including termination.

If an employee reports to work and is determined by the Foundation to be visibly impaired due the influence of drugs or alcohol in the workplace, they will be sent home or to a medical facility by taxi or other safe transportation alternative, if necessary, and if appropriate, accompanied by another employee. The Foundation reserves the right to conduct a drug or alcohol test where there is a reasonable suspicion that an employee has reported to work under the influence of alcohol or drugs. Refusal to take a drug or alcohol screening test in such cases where the Foundation requires it pursuant to this policy will be grounds for discipline, up to and including termination.

The Foundation also reserves the right to search an employee's work area, where applicable, when it believes in good faith that an employee may be under the influence of alcohol, or illegal/unauthorized drugs, or may be in the possession on campus of alcoholic beverages, or illegal/unauthorized drugs.

When an employee believes that the Executive Director is in violation of this policy, they should notify the President of the Board immediately.

The Foundation may, on occasion, permit alcoholic beverages to be served at Foundation-sponsored social and fundraising events held on or off Foundation premises. At events where alcohol is served, employees who

choose to consume alcohol are responsible for their behavior. Employees must remember that they are representatives of the Foundation at Foundation-sponsored social and fundraising events and conduct themselves appropriately and in a professional manner, at all times. Employees may be disciplined, up to and including termination, for inappropriate conduct or excessive consumption of alcohol during any Foundation-sponsored events where alcohol is served. Furthermore, employees must not drive under any circumstances while intoxicated and must not exceed the legal blood alcohol level when driving a personal vehicle to or from a Foundation-sponsored social or fundraising event where alcohol is served. Employees are not allowed to drive a Foundation vehicle to or from a Foundation-sponsored social or fundraising event where alcohol is served, unless the employee does not drink any alcohol at the event.

Violations

Violation of this policy may result in disciplinary action, up to and including termination of employment.

9.10 Policy Against Workplace Violence

As the safety and security of employees, vendors, contractors, and the general public is in the best interests of the Foundation, the Foundation is committed to working with its employees to provide a work environment free from violence, intimidation, and other disruptive behavior.

Zero Tolerance Policy

The Foundation has a zero tolerance policy regarding workplace violence and will not tolerate acts or threats of violence, harassment, intimidation, and other disruptive behavior, either physical or verbal, that occurs in the workplace or other areas. This applies to management, co-workers, employees, and non-employees such as contractors, customers, and visitors.

Workplace violence can include oral or written statements, gestures, or expressions that communicate a direct or indirect threat of physical harm, damage to property, or any intentional behavior that may cause a person to feel threatened.

Prohibited Conduct

Prohibited conduct includes, but is not limited to:

- Physically injuring another person.
- Threatening to injure a person or damage property by any means, including verbal, written, direct, indirect, or electronic means.
- Taking any action to place a person in reasonable fear of imminent harm or offensive contact.
- Possessing, brandishing, or using a firearm on Foundation property or while performing Foundation business.
- Violating a restraining order, order of protection, injunction against harassment, or other court order.

Reporting Incidents of Violence

Report to the Executive Director, in accordance with this policy, any behavior that compromises our ability to maintain a safe work environment. All reports will be investigated immediately and kept confidential, except where there is a legitimate need to know. Employees are expected to cooperate in any investigation of workplace violence.

Violations

Violating this policy may subject you to criminal charges as well as discipline up to and including immediate termination of employment.

Retaliation

Victims and witnesses of workplace violence will not be retaliated against in any manner. In addition, employees will not be subject to discipline for, based on a reasonable belief, reporting a threat or for cooperating in an investigation.

If an employee initiates, participates, are involved in retaliation, or obstruct an investigation into conduct prohibited by this policy, the employee will be subject to discipline up to and including termination.

If an employee believes they have been wrongfully retaliated against, immediately report the matter to the Executive Director or President.

9.11 Internet, Social Media, and Electronic Communications Policy

Introduction

This policy applies to all employees in their use of the internet, social media, and electronic communications, regardless of whether the use is through devices and resources of the Foundation or by any other means. The following particular rules apply to employees:

- **Adhere to Foundation Policies and Regulations**: To the extent an employee's internet, social media, and electronic communications use affects Foundation employees, employees are required to follow Foundation policies and regulations. These policies and regulations include, but are not limited to, those that protect individual privacy rights, and those that prohibit harassment, discrimination or retaliation, or workplace violence. If an employee's use of the internet, social media or electronic communications adversely affects their job performance, the performance of co-workers, or members of the public served by the Foundation, or if an employee's use is inconsistent with the Foundation's values and standards as expressed in the handbook, then the Foundation may take disciplinary action against you up to and including termination.

- **Do Not Engage in Unlawful Conduct, Including Threats**: Do not post statements, photographs, video or audio that reasonably could be viewed as violating the law, such as by constituting unlawful, threatening conduct. Examples of unlawful, threatening conduct include posting material that would make a reasonable person afraid for their safety or the safety of their family.

- **Do Not Make Inaccurate or Defamatory Statements**: Never post any information or rumors that you know to be false about your co-workers. Strive for accuracy in any communication, be it a blog entry,

post, or comment. Include a link to sources of information. If an employee makes a mistake, correct the information, or retract it promptly.

- **Do Not Infringe Others' Rights or Privacy**: Do not disclose information that may violate employee rights. For example, do not disclose another individual's social security number, or confidential medical or financial information.

- **Do Not Disclose Confidential Information**: The Foundation also has its own confidential business and operational information, such as certain financial information, donor information, marketing data, confidential plans for optimizing its position in the marketplace, and other similar types of information. Communicating confidential Foundation information to unauthorized individuals within or outside of the Foundation is prohibited. If there is any question about whether information is confidential or protected, you are encouraged to ask the Executive Director.

- **Make Clear When You Are Not Speaking for the Foundation**: If you publish a blog entry or post on-line content related to the work you do or subjects associated with the Foundation, make it clear that you are not speaking on behalf of the Foundation. It is best to include a disclaimer such as, "The postings on this site are my own and do not necessarily reflect the views of The San Bruno Community Foundation." Employees should respect the intellectual property rights of the Foundation and should not make improper use of the Foundation's logo, trademarks, official photographs, or any other of the Foundation's proprietary materials.

- **Do Not Use Social Media at Work**: Employees must not use working hours when they are not on break for personal social media use. Do not use Foundation email addresses to register on social networks, blogs, or other online tools utilized for personal use.

- **Conduct Foundation Business Only Through Foundation Electronic Resources**: Do not use personal e-mail addresses, texts from personally owned devices, or other personally owned resources to conduct Foundation business. Instead, employees must use Foundation resources, absent prior authorization from the Executive Director.

- **For Media Contacts, Do Not Interfere with the Foundation's Official Response**: The Foundation strives to anticipate and manage crisis situations in order to reduce disruption to our employees, maintain our reputation, and avoid disruption to those who are part of our community. To best serve these objectives, the Foundation will respond to the news media in a timely and professional manner only through its designated spokesperson. Employees are not authorized to comment for the Foundation and should direct inquiries regarding the Foundation's particular position on a matter to the Executive Director.

Finally, employees would like to keep their personal life separate from their professional or work life, use privacy settings to restrict personal information on public sites. Consider whom is invited or accepted to join social networks, as those individuals will have access to an employee's profile, photographs, etc. Understand that even if there are private settings, those that an employee invites into their network can easily, print, save, cut, paste, modify or publish anything posted. Material can be archived on the Internet even after it is removed.

If an employee has questions or needs further guidance, please contact the Executive Director.

9.12 Use of Foundation Technology

This policy is intended to provide Foundation employees with the guidelines associated with the use of the Foundation information technology (IT) resources and communications systems.

This policy governs the use of all IT resources and communications systems owned by or available at the Foundation or maintained by the Foundation, and all use of such resources and systems when accessed using employees' own devices, including but not limited to the following IT resources and communications systems:

- Email systems and accounts.
- Internet and intranet access.
- Telephones and voicemail systems, including wired and mobile phones, smartphones, and pagers.
- Printers, photocopiers, and scanners.
- Fax machines, e-fax systems, and modems.
- All other associated computer, network, and communications systems, hardware, peripherals, and software, including network key fobs and other devices.
- Data processing or storage systems.
- Transmission devices.
- Servers.
- Input/output connecting devices.
- Closed-circuit television (CCTV) and all other physical security systems and devices.

General Provisions

Foundation IT resources and communications systems are to be used for business purposes only unless otherwise permitted under applicable law. Use of IT resources must be in compliance with applicable statutes, regulations, and Foundation policies.

The Foundation will not be responsible for any loss or damage incurred by an individual as a result of personal use of the Foundation's IT resources and communication systems. Employees will be held responsible for any virus, loss or damage to data or hardware as a result of personal use.

No Employee Privacy Interest

All content maintained in Foundation IT resources and communications systems are the property of the Foundation. Therefore, employees should have no expectation of privacy in any message, file, data, document, facsimile, telephone conversation, social media post, conversation, or any other kind or form of information or communication transmitted to, received, or printed from, or stored or recorded on Foundation electronic information and communications systems.

The Foundation reserves the right to monitor and inspect any and all use of IT resources and communication systems at any time and in its sole discretion. All communications transmitted via the Foundation's IT resources and communication systems, whether or not related to personal or confidential matters, are subject to this monitoring and inspection, at the sole discretion of the Foundation. The existence of passwords, "message delete" and browser "history delete" functions do not restrict or eliminate the Foundation's ability or right to access electronic communications or data.

The interests of the Foundation in monitoring and intercepting data include, but are not limited to: protection of Foundation trade secrets, proprietary information, and similar confidential commercially sensitive information; managing the use of the computer system; and/or assisting employees in the management of electronic data

during periods of absence.

Additionally, the Foundation may be required to produce information transmitted or stored on its IT resources and communication systems pursuant to a court order, subpoena, or as required by law.

Do not use Foundation IT resources and communications systems for any matter that you would like to be kept private or confidential.

Use of E-Mail

The Foundation email system is an official communication tool for all Foundation business. All official Foundation communications will be via the employee's assigned email address unless prior authorization has been obtained from the Executive Director.

Copyright and Licenses

Any use of the Foundation's IT resources and communications systems must respect, comply, and be used strictly in accordance with all licenses and copyrights to software, video, audio, still photo, text or other legally protected digital or other information.

Ownership

All electronic information created by any employee using the Foundation's IT resources and communications systems is the property of the Foundation and remains the property of the Foundation. Personal passwords may be used for purposes of security, but the use of a personal password does not affect the Foundation's ownership of the electronic information.

Prohibited Use

Prohibited use of the Foundation's IT resources and communications systems includes, but is not limited to:

a. Violating any other policy or regulation of the Foundation, including the Internet, Social Media, and Electronic Communications Policy.

b. Engaging in unlawful conduct.

c. Intentionally misrepresenting one's identity.

d. Communicating confidential Foundation information to unauthorized individuals within or outside of the Foundation.

e. Attempting to access unauthorized data or break into any system of the Foundation or outside system.

f. Engaging in theft or the unauthorized copying of electronic files or data.

g. Engaging in commercial activity or activity for financial gain, not under the auspices of the Foundation without the express permission of the Foundation.

h. Engaging in recreational use of the Foundation's IT resources and communications systems that as determined by the Executive Director interferes with the ability of the employee or other users to

conduct Foundation work. This prohibited recreational use includes but is not limited to downloading or uploading software, games, or shareware, or downloading and using instant messenger (IM) programs.

i. Establishing passwords for protected devices, files, or other data without registering the confidential password with the Executive Director.

j. Performing acts that are wasteful of computing resources or that unfairly monopolize resources to the exclusion of others; these acts include, but are not limited to sending mass mailings or chain letters and creating extremely burdensome network traffic.

k. Use of IT resources and communications systems in violation of any other requirements set forth in this policy.

No employee may install or use anonymous email transmission programs or encryption of email communications, except as specifically authorized by the Executive Director.

Use of the Foundation's IT resources and communications systems for participation in "chat rooms," instant messaging, blogs, social network gaming, or browsing social networking sites (such as Twitter, Facebook, LinkedIn, or any other similar sites) at work using Foundation equipment is acceptable for work related purposes only during work hours (though incidental personal use of these IT resources and communications systems outside work hours and during breaks is acceptable).

Violations

Employees who violate this policy, will be subject to corrective action, up to and including termination of employment. If necessary, the Foundation will also advise law enforcement officials of any illegal conduct.

9.13 Telework Policy

The purpose of this policy is to authorize and define the scope of Foundation services and operations that may be provided in an alternative work location. This policy provides guidelines for telework. The Executive Director has the sole discretion to withdraw, modify, expand, or bypass these guidelines.

Eligibility Criteria

Pursuant to this policy, the Foundation may designate and require certain employees to work remotely from an alternative work location. Designated employees will be advised of telework requirements by the Executive Director. Please note that not all positions may be eligible for telework and the circumstances when a position is eligible may vary depending on the nature of position and the needs of the Foundation. If approved by the Foundation, the telework assignment will be confirmed in writing between the Executive Director and employee.

Should any employee not designated for telework desire to request a telework arrangement, that employee should speak with the Executive Director. The Foundation will determine on a case-by-case basis whether any position is appropriate for telework.

Any telework arrangement, whether designated by the Foundation or requested by an employee and approved by the Foundation, is subject to the terms of this policy. The Foundation reserves the right to re-evaluate telework designations and authorizations on a case-by-case basis.

Should Executive Director determine, at any time, that an employee's telework arrangement is not satisfactory, the Foundation reserves the right in its sole discretion to cancel the telework arrangement. In addition, telework designations and authorizations are not guaranteed for any specified period and the Foundation may require employees to work at the Foundation's office at any time.

Employee Responsibilities

Under this policy, employees that are designated or authorized to telework are expected to:

- Satisfy all existing duties, obligations, responsibilities, and conditions of employment, which will remain unchanged unless otherwise notified by the Foundation. Employees are expected to continue to abide by all Foundation policies and procedures.

- Be able to work effectively and safely at home and have the appropriate tools to do so. Employees must keep their remote work areas free from obstructions and hazards.

- Prior to working from home, employees are required to complete this evaluation checklist from the Occupational Safety and Health Administration in order to perform a safety inspection of their home-office workspace: https://www.osha.gov/SLTC/etools/computerworkstations/checklist_evaluation.html

- Work regularly scheduled hours daily unless otherwise directed by the Foundation.

- Be available during normal work hours.

- Be responsive to and available for Foundation-related telephone calls, conference calls, video conferences and emails while teleworking during designated work hours.

- Employees who require assistance or would like to request reimbursement for costs associated with their telework equipment, materials or worksite should contact the Executive Director, who will evaluate each request on a case-by-case basis.

- Employees will be reimbursed for costs associated with internet and cell phone use while teleworking consistent with the Foundation's reimbursement of expense policy. The Foundation will provide reimbursement either based on a reasonable percentage of employees' cell phone and internet bills in relation to their use for Foundation business or by providing a flat rate reimbursement. When a flat rate reimbursement method is used, employees will be permitted to submit requests for additional reimbursement when the flat rate does not adequately compensate an employee for their business use of a personal cell phone and/or internet.

- Continue to abide by the Foundation's practices, policies, and procedures for requests of sick and other leaves of absences, as provided for in the handbook, which may be modified from time to time. If an employee becomes ill while teleworking under this policy, they shall notify their supervisor immediately and, if the employee is non-exempt, record on their timesheet any hours not worked due to illness.

- Take reasonable precautions to ensure their devices (*e.g.*, computers, laptops, tablets, smart phones, etc.) are secure before connecting remotely to the Foundation's network.

- Exercise the same precautions to safeguard electronic and paper information, protect confidentiality, and adhere to the Foundation's record retention policies. This includes safeguarding all sensitive and confidential information (both on paper and in electronic form) relating to the Foundation work they

access while teleworking and taking reasonable precautions to prevent third parties from accessing or handling sensitive and confidential Foundation information that they access while teleworking.

- If the Foundation has provided Foundation-owned equipment, employees agree to follow the Foundation's policy for the use of such equipment. Employees must report any loss, damage, or unauthorized access to Foundation-owned equipment, immediately upon discovery of such loss, damage, or unauthorized access.

- Have a telework site that is reasonably free of distractions (*e.g.*, ensuring that dependent care does not interfere with work responsibilities), with reliable and secure internet or wireless access.

- Notify the Executive Director if they are unable to perform work because of equipment failure or unforeseen circumstances or anticipate they will be unavailable due to other reasons.

Non-Exempt Employee Responsibilities

In addition to the above, non-exempt employees must comply with all Foundation policies with regard to meal and rest periods, working hours, timesheets and overtime, as set forth below:

- Non-exempt employees shall be assigned a work schedule in accordance with this policy and consistent with the employee's workweek.

- Timesheets must be completed for each payroll period, and sent to the Executive Director on the 9th and the 24th of each month.

- Employees understand and agree that while they are working from home, the Foundation is relying on them to accurately and completely report all time worked. Employees understand that they will not be paid for any time worked that they do not report on their timesheet for that payroll period.

- Non-exempt employees are prohibited from performing work outside of their regular scheduled hours unless otherwise pre-approved to do so in writing by the Executive Director. Absent emergency circumstances, this includes checking and responding to email or business-related phone calls outside of scheduled work hours. Similarly, non-exempt employees may not work overtime hours unless they have received prior written approval from the Executive Director to do so. A non-exempt employee who fails to secure written authorization before working overtime may face discipline in accordance with the Foundation's policy for working unauthorized overtime.

- Employees must record the time they begin and end work each day, as well as the beginning and end of each meal period and rest break.

- When completing timesheets, employees must account for all hours worked, as well as time off taken for approved sick leave or other approved leaves.

- Hours worked includes any work employees are performing for the benefit of the Foundation, and as directed by their supervisor, and includes time spent checking and responding to work related emails, and making work related phone calls. Hours worked also includes time that the employee is expected to be available to perform work as needed. For example, if a non-exempt employee is expected to be available to perform work for specified hours each day as needed, the employee should record this time on the timesheet as hours worked. The Executive Director may require non-exempt employees to record the tasks they are performing each workday, and the time when the task was performed.

Compensation and Benefits

Teleworking employees' salary, wages and benefits will remain unchanged unless otherwise notified by the Foundation. Workers' Compensation benefits will apply only to injuries arising out of and in the course of employment as defined by Workers' Compensation law. Employees must report any such work-related injuries or illnesses to their supervisor immediately. The Foundation will not be responsible for injuries, illnesses or property damage unrelated to such work activities, including injuries or illnesses to third persons when said injuries occur at the alternative worksite.

Section 10 Business Policies

10.1 Business Expense Policy

The purpose of this policy is to define approved non-travel business expenses and the authority for incurring and approving such expenses at the Foundation.

Approved business expenses are the reasonable and necessary expenses incurred by employees to achieve legitimate business purposes that are not covered by normal Foundation procurement processes.

Business Meetings (Employer-Sponsored Events and Meetings)

The Foundation pays for expenses necessary to achieve a valid business purpose when meetings are held with partners, applicants, volunteers, committees, selection panels, or other Foundation employees. The most senior Foundation individual present is to pay for and report all expenses.

Professional Development

The Foundation pays for expenses associated with attendance at classes and seminars that enhance job-related skills. Prior approval must be obtained from the Executive Director.

Expenses Related to Teleworking/Remote Working Arrangements

For employees who are authorized to telework or work remotely (based out of their home and not based in the office) on a temporary or permanent basis, the Foundation will pay for telephone expenses that are for business purposes. In the case of mobile phone expenses, the Executive Director must approve, prior to the commencement of such remote working arrangements, the reimbursement arrangements for such expenses (*e.g.*, reimbursement for a set percentage of the employee's monthly mobile phone bill). Similarly, the Executive Director may approve reimbursement arrangements for home internet access (*e.g.,* reimbursement for a set percentage of the employee's monthly home internet access bill). Employees who are authorized to telework on a permanent basis and choose to use their personal computer may make arrangements with the Executive Director, which much be approved in advance, for reimbursement for use of such computer. Employees approved to use their personal computer under this policy have a limited right to privacy in their computer with respect to Foundation work that is performed on their computer. The Foundation has a responsibility to supervise all work spaces, which includes work on personal computers. Therefore, employees performing work on their personal computers must use only official Foundation email, Foundation approved software, or use other remote access software as may be required by the Foundation to conduct Foundation business.

Reporting

Report approved expenses on the standard expense report form and include a description of the expense, its business purpose, date, place, and the participants.

10.2 Travel Expenses

The purpose of this policy is to define approved business travel expenses and the authority for incurring and approving such expenses at the Foundation.

Travel expenses are the reasonable and necessary expenses incurred by employees when traveling on approved Foundation business trips. For employees authorized to telework on a regular basis, travel expenses can include

trips to and from the Foundation's office. Travel is limited to business activities for which other means of communication is inadequate and for which prior approval from the Executive Director has been received.

Advances

The Foundation does not generally provide cash advances for travel. Normally, employees will be expected to use personal credit cards and/or their own cash and submit expenses on the standard Expense Report Form.

Travel Expenses

The Foundation pays the actual amounts incurred for appropriate expenses when an employee is on travel assignments. Travel outside the San Francisco Bay Area requiring overnight stays and airline travel is rare for most employees. The most common travel expenses include mileage reimbursement for use of personal vehicles, parking, public transportation, taxi, and ride share services.

Personal Vehicles

When using one's own vehicle for business purposes, an employee must maintain insurance coverage as required by law. Except for employees authorized to work remotely on a regular basis, travel between one's home and primary office is not considered to be business travel. Employees will be reimbursed for vehicle use at the standard IRS mileage rate, and employees may also seek reimbursement for reasonable parking expenses when using their own vehicle for business purposes. The Executive Director or, in the case of the Executive Director, the President must authorize any deviation from this policy.

Public Transportation, Taxi, or Ride Share Services (e.g., Uber or Lyft)

Use of public transportation, taxi, or ride share services such as Uber or Lyft is an acceptable alternative to using an employee's own vehicle for local business travel.

Air Travel

In the rare instances where air travel is necessary for Foundation business purposes, use economy or tourist class airfares. In addition, private, noncommercial aircraft or chartered aircraft is not to be used, and no more than two Foundation officers should travel together on the same flight.

Airfares are to be charged to personal credit cards and subsequently submitted for reimbursement on a monthly expense report.

Hotels

In the rare instances where a hotel stay is necessary for Foundation business purposes, neither in-room movies nor refreshment bars are approved Foundation expenses.

Insurance

The Foundation does not pay for personal travel insurance for employees.

Reporting

On the standard Expense Report Form, report expenses include a description of the expense, its business purpose, date, place, and the participants.

10.3 Use of Employer Credit Cards

All employees in the possession of a credit card issued by the Foundation will adhere to the strictest guidelines of responsibility for the protection and proper use of that card. Under the Foundation's Fiscal Policies and Procedures, a business credit card will be obtained for and secured by the Executive Director. Charges not exceeding $2,500 may be made without secondary approval. For transactions exceeding $2,500 and within the Executive Director's expenditure and contract authority, written approval (including email) from either the Treasurer or President are required prior to the purchase.

Documentation of purchases made will be attached to the monthly statement when submitted to the Accounting Consultant for payment. Credit card payments will be submitted, with corresponding statement and supporting documentation, to either the President or Treasurer for signature.

Foundation credit cards may not be used for personal reasons. Use of the Foundation credit card is restricted to approved business-related expenses.

Any unauthorized purchases made with a credit card issued by the Foundation will be the cardholder's responsibility and must be reimbursed to the Foundation within fourteen (14) days.

Immediately report lost or stolen Foundation cards to the Executive Director. Failure to follow this policy may result in disciplinary action up to and including discharge.

Section 11 General Policies

11.1 Security

All employees are responsible for helping to make the Foundation a secure work environment. Upon leaving work, employees must lock all desks, lockers, and doors, protect valuable or sensitive material in the work area and report any lost or stolen keys, passes, or similar devices to the Executive Director immediately. Refrain from discussing specifics regarding Foundation security systems, alarms, passwords, etc. with those outside of the Foundation.

Immediately advise the Executive Director of any known or potential security risks and/or suspicious conduct of employees, customers, or guests of the Foundation. Safety and security are the responsibility of all employees, and we rely on employees to help us keep our premises secure.

11.2 Computer Security and Copying of Software

Software programs purchased and provided by the Foundation are to be used only for creating, researching, and processing materials for Foundation use. By using Foundation hardware, software, and networking systems employees assume personal responsibility for their use and agree to comply with this policy and other applicable Foundation policies, as well as city, state, and federal laws and regulations.

All software acquired for or on behalf of the Foundation, or developed by Foundation employees or contract personnel on behalf of the Foundation, is and will be deemed Foundation property. It is the policy of the Foundation to respect all computer software rights and to adhere to the terms of all software licenses to which the Foundation is a party. The Executive Director is responsible for enforcing these guidelines.

Employees may not illegally duplicate any licensed software or related documentation. Unauthorized duplication of software may subject the employee and/or the Foundation to both civil and criminal penalties under the United States Copyright Act. To purchase software, obtain the Executive Director's approval.

Employees may not duplicate, copy, or give software to any non-Foundation employees. Employees may use software on local area networks or on multiple machines only in accordance with applicable license agreements entered into by the Foundation.

11.3 Cell Phone/Mobile Device Policy

The Foundation may issue certain employees a Foundation cell phone/mobile device for work-related communications and/or operations. An employee may not use any cell phone/mobile device or other communication device while driving for work unless the device is equipped or configured with a “hands-free” listening/speaking option, and the employee utilizes the hands-free device.

The Foundation understands that employees may use the employer-provided cell phone/mobile device for personal use; however, such personal use should not exceed the plan allowance. When the cell phone/mobile device is used for personal reasons and the activity results in additional cost to the Foundation, the employee will be responsible for the cost of that usage, including all applicable taxes unless prohibited by law.

The Foundation owns and remains entitled to all cell phone/mobile devices issued to employees, including all passwords controlling access to them. Employees may not change those passwords except with permission. At the time of employment termination, all such equipment and passwords must be returned to the Foundation in operable condition.

Violation of this policy may result in discipline, up to and including termination of employment.

11.4 Nonsolicitation/Nondistribution Policy

To avoid disruption of business operations or disturbance of employees, visitors, and others, the Foundation has implemented a Nonsolicitation/Nondistribution Policy. For purposes of this policy, "solicitation" includes, but is not limited to, selling items or services, requesting contributions, and soliciting or seeking to obtain membership in or support for any organization. Solicitation performed through verbal, written, or electronic means is covered by the Nonsolicitation/Nondistribution Policy.

Employees are prohibited from soliciting other employees during assigned working time. For this purpose, working time means time during which either the employee or the other employees who are the subject of the solicitation are expected to be actively engaged with assigned work. Employees may conduct solicitations during lunch periods, breaks, or other authorized non-working time, so long as an employee does so when the other employees are also on non-working time.

Electronic distribution of materials is prohibited during work time. Literature that violates the Foundation's policies, or is knowingly and recklessly false, is never permitted. Non-employees are not permitted to distribute materials on company premises at any time.

This policy is not intended to restrict the statutory rights of employees, including the right to discuss terms and conditions of employment.

Violations of this policy should be reported to the Executive Director.

11.5 Third-Party Disclosures

From time to time, The San Bruno Community Foundation may become involved in news stories or potential or actual legal proceedings of various kinds. When that happens, lawyers, former employees, newspapers, law enforcement agencies, and other outside persons may contact Foundation employees to obtain information about the incident or the actual or potential lawsuit.

Employees who receive such a contact should not speak on behalf of the Foundation and should refer any call requesting the position of the Foundation to the Executive Director. If an employee has any questions about this policy or is not certain what to do when such a contact is made, contact the Executive Director.

11.6 Personal Data Changes

Employees should provide the Foundation with their current contact information, including current mailing address and telephone number. Inform the Foundation of any changes to marital or tax withholding status. Failure to do so may result in loss of benefits or delayed receipt of W-2 and other mailings. To make changes to this information, contact the Executive Director.

11.7 Smoke-Free Workplace Policy

The Foundation is a smoke-free environment which prohibits the use of tobacco products including, but not limited to cigarettes, e-cigarettes, vaping, cigars, pipes, and smokeless tobacco. Smoking, including e-cigarettes and vaping, is also prohibited by California state law in all workplaces.

Smoking is prohibited in all places on Foundation property, including outdoor areas, open office areas, shared offices, cubicles, private offices, lunchrooms, Foundation vehicles, lounges and workrooms. This policy must be observed at all times by all employees and visitors. All visitors found in violation of this policy will be asked to leave Foundation premises.

Employees who do not observe this "No Smoking" policy may be subject to disciplinary action up to and including termination of employment.

11.8 Access to Personnel and Medical Records Files

The Foundation maintains separate medical records files and personnel files for all employees. Files containing medical records are stored separate and apart from any business-related records in a safe, locked, inaccessible location. The medical file is the repository for sensitive and confidential information related to an individual's health, health benefits, health-related leave, and benefits selections and coverage. Medical records are kept confidential in compliance with applicable laws and access is on a "need-to-know" basis only.

Supervisors and others in management may have access to an employee's personnel file for possible employment-related decisions. All employees have the right to inspect and receive a copy of their personnel records. The Foundation will make such records available for inspection and/or to receive a copy within thirty (30) calendar days of a written request. Payroll records will be made available to inspect or receive a copy within twenty-one (21) calendar days of a verbal or written request.

All requests by an outside party for information contained in a personnel file will be directed to the Executive Director, who is the only executive authorized to give out such information.

11.9 Policy on Political Activity

The Foundation is a nonprofit organization exempt from taxation under Internal Revenue Code section 501(c)(3). As a tax-exempt organization, the Foundation is prohibited from supporting or opposing any candidate in an election for public office. The Foundation will not take any official positions on candidates and will not use Foundation resources in support of or opposition to candidates for public office.

11.10 Whistleblower Policy

The Foundation Board of Directors adopted the San Bruno Community Foundation Whistleblower Policy on April 6, 2016. The purpose of the Whistleblower Policy is to promote high standards of business and personal ethics by directors, officers, volunteers, contractors, consultants and employees in the conduct of their duties and responsibilities. This policy provides a method for reporting suspected violations of this policy and protects a reporting party from retaliation. Copies of this policy are available at the Foundation's office and on the Foundation's website. Employees may also request a copy from the Executive Director or Board President.

Closing Statement

Thank you for reading our handbook. We hope it has provided you with an understanding of our mission, history, and structure as well as our current policies and guidelines. We look forward to working with you to create a successful Foundation and a safe, productive, and pleasant workplace.

Appendix A
COVID-19-Related Policies

A.1 Emergency Paid Sick Leave Policy (COVID-19)

The San Bruno Community Foundation provides eligible employees with emergency paid sick leave under certain conditions between April 1, 2020 and December 31, 2020 under the Emergency Paid Sick Leave Act, which is part of the Families First Coronavirus Response Act (FFCRA).

Eligibility

All employees are eligible for emergency paid sick leave.

Reason for Leave

You may take emergency paid sick leave if you are unable to work (or telework) because:

- You are subject to a federal, state, or local quarantine or isolation order related to COVID-19;
- You have been advised by a health care provider to self-quarantine because of COVID-19;
- You are experiencing symptoms of COVID-19 and are seeking a medical diagnosis;
- You are caring for an individual or are advised to quarantine or isolate;
- You are caring for a child whose school or place of care is closed, or whose childcare provider is unavailable, due to COVID-19; or
- You are experiencing substantially similar conditions as specified by the Secretary of Health and Human Services, in consultation with the Secretaries of Labor and Treasury.

Potential Exemption

The Foundation, as a small business with fewer than 50 employees, under certain circumstances, may need to deny emergency paid sick leave under this policy if granting such leave would jeopardize the viability of the Foundation's business as an ongoing concern. The Foundation is exempt from the requirement of providing emergency paid sick leave to care for your son or daughter whose school or place of care is closed, or whose child care is unavailable, for COVID-19 related reasons when:

- Such paid leave would cause the Foundation's expenses and financial obligations to exceed available business revenue and cause the Foundation to cease operating at a minimal capacity;
- The absence of those requesting such leave would pose a substantial risk to the financial health or operational capacity of the Foundation because of their specialized skills, knowledge of the business, or responsibilities; or
- The Foundation cannot find enough other workers who are able, willing, and qualified and who will be available at the time and place needed, to perform the labor or services those requesting leave provide, and these labor and services are needed for the Foundation to operate at a minimum capacity.

Duration/Compensation

Full-time employees are entitled to up to 80 hours of paid sick leave for qualifying events. Part-time employees are entitled to take the number of hours they would normally be scheduled to work during a two-week period.

For employees with varying hours, one of the following methods for determining the number of hours paid will be used:

- If the individual has worked six months or more, the average number of hours that the individual was scheduled per day over the six-month period ending on the date on which the individual takes leave, including hours for which they took leave of any type.

- If the individual has worked less than six months, the expected number of hours to be scheduled per day at the time of hire.

The rate of your pay depends on your reason(s) for taking leave. If you:

1. Are subject to a federal, state, or local quarantine or isolation order related to COVID-19, pay is at the greater of your regular rate or the applicable minimum wage, capped at $511 per day and $5,110 in the aggregate.

2. Have been advised by a health care provider to self-quarantine because of COVID-19 concerns, pay is at the greater of your regular rate or the applicable minimum wage, capped at $511 per day and $5,110 in the aggregate.

3. Choose to obtain a medical diagnosis because you are experiencing symptoms of COVID-19, pay is at the greater of your regular rate or the applicable minimum wage, capped at $511 per day and $5,110 in the aggregate.

4. Caring for or assisting an individual who is subject to an order or recommendation as described in bullet 1 or 2 above, pay is at two-thirds of the greater of your or the applicable minimum wage, capped at $200 per day and $2,000 in the aggregate.

5. Are caring for your child because of school or daycare closure, or because the child care provider is unavailable, due to COVID-19, pay is at two-thirds of the greater of your regular rate or the applicable minimum wage, capped at $200 per day and $2,000 in the aggregate.

6. Are experiencing any other substantially similar condition specified by the Secretary of Health and Human Services, pay is at two-thirds of the greater of your regular rate or the applicable minimum wage, capped at $200 per day and $2,000 in the aggregate.

Leave Rules

You may elect to use emergency paid sick leave before using any accrued paid leave. The Foundation will coordinate any interaction between local, state, and federal leave laws, including emergency paid sick leave laws, to the extent necessary and consistent with those laws.

No leave provided by the Foundation before April 1, 2020, may be credited against your leave entitlement. In addition, no unused emergency paid sick leave can be carried over after December 31, 2020, or paid to you.

Requesting Leave

If you need to take emergency paid sick leave, provide notice as soon as possible. Normal call-in procedures apply to all absences from work.

Intermittent Use of Leave

If the Foundation directs or allows you to telework, but you are unavailable to do so because of one of the qualifying reasons for emergency paid sick leave, the Foundation may agree to allow you to take paid sick leave intermittently, in any agreed increment of time. If you normally report to work at a Foundation worksite, the Foundation may agree to allow you to take paid sick leave in any agreed increment of time to care for your son or daughter whose school or place of care is closed, or child care provider is unavailable, because of a COVID-19 related reason.

Documentation

When requesting emergency paid sick leave, you must provide the following information (verbally or in writing):

- Your name;
- Date(s) for which leave is requested;
- Qualifying reason for the leave; and
- Verbal or written statement that you are unable to work because of the qualified reason for leave.

To take emergency paid sick leave for a qualifying COVID-19 related reason under bullet 1 above, you must additionally provide the name of the government entity that issued the quarantine or isolation order.

To take emergency paid sick leave for a qualifying COVID-19 related reason under bullet 2 above, you must additionally provide the name of the health care provider who advised you to self-quarantine due to concerns related to COVID-19.

To take emergency paid sick leave for a qualifying COVID-19 related reason under bullet 3 above, you must additionally provide either:

- The name of the government entity that issued the quarantine or isolation order to which the individual being cared for is subject; or
- The name of the health care provider who advised the individual being cared for to self-quarantine due to concerns related to COVID-19.

To take emergency paid sick leave for a qualifying COVID-19 related reason under bullet 5 above, you must additionally provide:

- The name of the child being cared for;
- The name of the school, place of care, or child care provider that has closed or become unavailable; and

- A representation that no other suitable person will be caring for the child during the period for which you take emergency paid sick leave.

The Foundation may also request you to provide such additional material as needed to support a request for tax credits pursuant to the FFCRA. The Foundation is not required to provide leave if materials sufficient to support the applicable tax credit have not been provided.

Retaliation

The Foundation will not retaliate against employees who request or take leave in accordance with this policy.

Expiration

This policy expires on December 31, 2020.

A.2 Expanded Family and Medical Leave Policy (COVID-19)

The San Bruno Community Foundation provides eligible employees with up to 12 weeks of expanded family and medical leave for a qualifying need related to a public health emergency between April 1, 2020 and December 31, 2020 under the Families First Coronavirus Response Act (FFCRA).

Eligibility

Expanded family and medical leave is available to all employees that have been employed by the Foundation for at least 30 calendar days. You are considered to have been employed by the Foundation for at least 30 calendar days if:

- You were on the Foundation's payroll for the 30 days immediately prior to the day your leave would begin; or

- You were laid off or otherwise terminated by the Foundation on or after March 1, 2020 and were rehired or otherwise re-employed by the Foundation on or before December 31, 2020, provided that you had been on the Foundation's payroll for leave upon reinstatement if you had been previously employed by the Foundation for 30 or more of the 60 calendar days prior to your layoff or termination.

Reason for Leave

Leave under this policy is limited to circumstances where you are unable to work (including telework) due to your need to care for your son or daughter whose school or place of care has been closed, or whose child care provide is unavailable, for reasons related to COVID-19. “Son” or “daughter” means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is under 18 years of age or is 18 years of age or older and is incapable of self-care because of a mental or physical disability.

Your need for leave under this policy is qualifying only if no suitable person is available to care for your child during the period of such leave.

Requesting Leave

If you need to take expanded family and medical leave, provide notice as soon as possible. Normal call-in procedures apply to all absences from work.

Duration of Leave

You will have up to 12 weeks of leave to use from April 1, 2020, through December 31, 2020 for the reason stated above.

Intermittent Use of Leave

If the Foundation directs or allows you to telework, but you are unavailable to do so because you need to care for your son or daughter whose school or place of care is closed, or child care provider is unavailable, because of a COVID-19-related reason, the Foundation may agree to allow you to take extended FMLA leave intermittently, in any agreed increment of time. If you normally report to work at a Foundation worksite, the Foundation may agree to allow you to take extended FMLA leave in any agreed increment of time to care for your son or daughter whose school or place of care is closed, or child care provider is unavailable, because of a COVID-19 related reason.

Compensation

The first ten (10) days (two weeks) of expanded family and medical leave are unpaid. However, during this period, you may use accrued paid vacation, sick, or personal leave and will receive the full amount of such accrued leave. You may also elect to use the paid leave provided under the Emergency Paid Sick Leave Act, which provides pay up to a maximum of $200 per day. After the first two workweeks of expanded family and medical leave, leave will be paid at two-thirds of your regular rate of pay for the number of hours you would otherwise be scheduled to work. Pay will not exceed $200 per day and $10,000 in total, or $12,000 in total if using emergency paid sick leave for the first two (2) weeks. Any unused portion of this pay will not carry over to the next year.

The Foundation will coordinate any interaction between local, state, and federal leave laws, including emergency paid sick leave laws, to the extent necessary and consistent with those laws.

For employees with varying hours, one of the following methods for determining the number of hours paid will be used:

- If the individual has worked six months or more, the average number of hours that the employee was scheduled per day over the six-month period ending on the date on which the individual takes leave, including hours for which they took leave of any type.

- If the individual has worked less than six months, the expected number of hours to be scheduled per day at the time of hire.

Documentation

When requesting expanded family and medical leave, you must provide the following information (verbally or in writing):

1. Your name;

2. Date(s) for which leave is requested;

3. Qualifying reason for the leave;

4. Verbal or written statement that you are unable to work because of the qualified reason for leave;

5. The name of the child being cared for;

6. The name of the school, place of care, or child care provider that has closed or become unavailable; and
7. A representation that no other suitable person will be caring for the child during the period for which you take expanded family and medical leave.

The Foundation may also request you provide additional materials as needed to support a request for tax credits pursuant to the FFCRA. The Foundation is not required to provide leave if materials sufficient to support the applicable tax credit have not been provided.

Restoration

Upon returning to work at the end of leave, you will generally be placed in your original job or an equivalent job with equivalent pay and benefits. You will not lose any benefits that accrued before leave was taken. The law provides an exception for employers with fewer than 25 employees. In such circumstances, if you take family and medical leave, the Foundation may not need to return you to your position if:

- The position does not exist due to changes in the Foundation's economic or operating condition that affect employment and were caused by the coronavirus emergency;

- The Foundation makes "reasonable efforts" to restore you to an equivalent position; and

- If these efforts fail, the Foundation makes an additional reasonable effort to contact you if an equivalent position becomes available. The "contact period" is the one-year window beginning on the earlier of:

    - The date on which you no longer need to take leave to care for your child; or
    - 12 weeks after your paid leave commences.

Retaliation

The Foundation will not retaliate against employees who request or take leave in accordance with this policy.

Potential Exemption

The Foundation, as a small business with fewer than fifty (50) employees, may need to deny otherwise qualifying leave under this policy if granting such leave would jeopardize the viability of the Foundation's business as an ongoing concern. The Foundation is exempt from the requirement of providing expanded family and medical leave when:

- Such leave would cause the Foundation's expenses and financial obligations to exceed available business revenue and cause the Foundation to cease operating at a minimal capacity;

- The absence of those requesting such leave would pose a substantial risk to the financial health or operational capacity of the Foundation because of their specialized skills, knowledge of the business, or responsibilities; or

- The Foundation cannot find enough other workers who are able, willing, and qualified and who will be available at the time and place needed, to perform the labor or services those requesting leave provide, and these labor and services are needed for the Foundation to operate at a minimum capacity.

Expiration

This policy expires on December 31, 2020.

Acknowledgment of Receipt and Review

By signing below, I acknowledge that I have received a copy of the The San Bruno Community Foundation Employee Handbook (handbook) and that I have read it, understand it, and agree to comply with it. I understand that the Foundation has the maximum discretion permitted by law to interpret, administer, change, modify, or delete the rules, regulations, procedures, and benefits contained in the handbook at any time with or without notice. No statement or representation by a supervisor, manager, or any other employee, whether oral or written, can supplement or modify this handbook. Changes can only be made if approved in writing by the Executive Director of the Foundation. I also understand that any delay or failure by the Foundation to enforce any rule, regulation, or procedure contained in the handbook does not constitute a waiver on behalf of the Foundation or affect the right of the Foundation to enforce such rule, regulation, or procedure in the future.

I understand that neither this handbook nor any other communication by a management representative or other, whether oral or written, is intended in any way to create a contract of employment. I further understand that, unless I have a written employment agreement signed by an authorized Foundation representative, I am employed "at-will" and this handbook does not modify my “at-will” employment status.

If I am covered by a written employment agreement (signed by an authorized Foundation representative) that conflicts with the terms of this handbook, I understand that the terms of the employment agreement will control.

This handbook is not intended to preclude or dissuade employees from engaging in legally protected activities under the National Labor Relations Act (NLRA).

This handbook supersedes any previous handbook or policy statements, whether written or oral, issued by The San Bruno Community Foundation.

If I have any questions about the content or interpretation of this handbook, I will contact the Executive Director.

_____ _____

Signature Date

_____

Print Name

RESOLUTION NO. 2020-__

RESOLUTION OF THE SAN BRUNO COMMUNITY FOUNDATION AMENDING SAN BRUNO COMMUNITY FOUNDATION RETIREMENT SAVINGS PLAN DOCUMENT

WHEREAS, the San Bruno Community Foundation maintains the San Bruno Community Foundation Retirement Savings Plan (the "Plan"), as set forth in the San Bruno Community Foundation Retirement Savings Plan document, included in Exhibit A, that Executive Director Leslie Hatamiya executed on behalf of the Foundation on October 20, 2015, the Board of Directors ratified on November 4, 2015;

WHEREAS, recent legislation, including the "Setting Every Community Up for Retirement Enhancement Act of 2019" (the "SECURE Act") and the "Coronavirus Aid, Relief, and Economic Security Act" (the CARES Act"), require that numerous changes be made to the terms of the Plan;

WHEREAS, the Board of Directors desires to make additional changes to the terms of the Plan related to the eligibility requirements for employer contributions;

NOW, THEREFORE, BE IT RESOLVED, that the Plan be, and hereby is, amended for the first time in substantially the form presented in Exhibit B; and

FURTHER BE IT RESOLVED, that the Foundation's officers, including the Executive Director, are authorized and directed to do and perform any and all such acts as said officers shall deem necessary or advisable to carry out the purpose of the foregoing resolution.

Dated: September 2, 2020

ATTEST:

_____
John McGlothlin, Secretary

I, John McGlothlin, Secretary, do hereby certify that the foregoing Resolution No. 2020-__ was duly and regularly passed and adopted by the Board of Directors of the San Bruno Community Foundation on this 2nd day of September, 2020, by the following vote:

AYES: Board members:

NOES: Board members:

ABSENT: Board members:

Exhibit A

San Bruno Community Foundation
Retirement Savings Plan

(Effective January 1, 2015)

San Bruno Community Foundation
Retirement Savings Plan

This is the San Bruno Community Foundation Retirement Savings Plan, effective as of January 1, 2015. The Plan is a plan intended to meet the requirements of Internal Revenue Code §403(b), and will be interpreted in a manner consistent therewith. The Plan is subject to the provisions of the Employee Retirement Income Security Act of 1974, as amended (ERISA).

ARTICLE I
DEFINITIONS

Whenever the terms set forth below are used in this document, they shall have the meaning indicated below, unless a different meaning is plainly required by the context.

1.01 Account means the sum of a Participant's Elective Deferral Contributions, Employer Contributions and Rollover Contributions, all as adjusted for earnings, distributions and other appropriate charges, with each such component maintained in a separate subaccount, and with respect to all Funding Vehicles. The Account includes any part of the Participant's Account that is treated under the Plan as a separate contract to which Code §403(c) (or another applicable provision of the Code) applies.

1.02 Administrator means the Foundation.

1.03 Beneficiary means a person who is or may become entitled to a benefit under the Plan under Sections 7.08.

1.04 Code means the Internal Revenue Code of 1986, as amended.

1.05 Compensation means, generally, wages from the Foundation as defined in Code §3401(a) and all other payments from the Foundation for which a statement is required to be furnished to the Employee under Code §§ 6041(d), 6051(a)(3) and 6052 as adjusted by including any elective contributions made pursuant to Code §§ 125, 132(f)(4), 402(e)(3), 402(h)(1)(B), 402(k), 403(b), 408(p)(2)(A)(i) and 457. Compensation also (i) includes any earned income defined in Code §401(c)(2) from the Foundation, subject to the adjustments described in the preceding sentence, and (ii) includes amounts contributed by the Foundation pursuant to Code §125 that are not available to the Participant in cash in lieu of group health coverage because the Participant does not certify to the Foundation that he or she has other health coverage (as provided under IRS Revenue Procedure 2002-27). Any wages paid after the Employee's severance from employment shall not be taken into account unless such compensation is either regular compensation (including bonuses), or payments for bona fide leave (including sick and vacation pay), that is paid to the Employee within 2½ months of the Employee's severance from employment (or, if later, by the end of the calendar year in which the Employee incurred the severance from employment) and would have been paid or available to the Employee regardless of severance from employment. With respect to any Plan Year, the annual compensation of any Participant taken into account pursuant to this definition shall not exceed the limitation in effect for that Plan Year according to Code §401(a)(17) (*i.e.,* $265,000 for the 2015 Plan Year, and adjusted for cost of living thereafter). For purposes of Sections 3.01 through 3.03, Compensation includes contributions described in Section 3.02.

1.06 Effective Date means January 1, 2015.

1.07 Elective Deferral Contribution means any contribution made pursuant to Section 3.01. Elective Deferral Contributions are accounted for separately from other contributions under the Plan, and are adjusted for earnings, losses, distributions and other appropriate items. Roth Contributions shall be accounted for separately from all other Elective Deferral Contributions.

1.08 Eligible Employee means any Employee of the Foundation other than (i) an Employee whose employment is governed by a collective bargaining agreement under which retirement benefits were the subject of good faith bargaining but that does not provide for Plan coverage, (ii) a nonresident alien earning no U.S.-source income as defined in Code §410(b)(3)(C), (iii) a leased employee described in Section 1.09 and (iv) an Employee for any period of time he or she is compensated incorrectly as a non-employee.

1.09 Employee means an employee of the Employer. A leased employee described in Code §414(n) with respect to the Employer will be treated as an Employee only to the extent required under the Code.

1.10 Employer means the Foundation and any employer affiliated with the Foundation within the meaning of Code §§414(b), (c), (m) or (o).

1.11 Employer Contribution means any contribution made by the Foundation pursuant to Section 3.03. Employer Contributions are accounted for separately from other contributions under the Plan, and are adjusted for earnings, losses, distributions and other appropriate items.

1.12 Foundation means the San Bruno Community Foundation, a California nonprofit corporation.

1.13 Funding Vehicle means those annuity contracts (as defined in Code §403(b)(1)) and custodial accounts (as defined in Code §403(b)(7)) that have been made available by the Foundation for the investment of Plan assets pursuant to Section 7.17.

1.14 IRS means the Internal Revenue Service.

1.15 Normal Retirement Age means the Participant's 65th birthday.

1.16 Participant means any individual for whom contributions have been made to the Plan under Article III and who continues to maintain an Account with respect to such contributions. A Beneficiary of a deceased Participant will, where appropriate, be treated as a Participant for purposes of the Plan other than Articles II and III.

1.17 Plan means this retirement plan maintained by the Foundation as memorialized in this document. As of the Effective Date, the name of the Plan is the San Bruno Community Foundation Retirement Savings Plan.

1.18 Plan Year means the calendar year, provided that the initial Plan Year is a short year beginning on the Plan's effective date.

1.19 Regulations mean Federal Income Tax Regulations (whether final, temporary or proposed), as amended.

1.20 Rollover Contribution means any contribution made to the Plan under Section 3.04. Rollover Contributions are accounted for separately from other contributions under the Plan, and are adjusted for earnings, losses, distributions and other appropriate items. Within the Rollover Contribution subaccount, any direct rollover of Roth contribution amounts to the Plan

with respect to a Participant under Section 3.04(b) and (c) shall be accounted for separately from all other amounts within the Rollover account.

1.21 Roth Contribution means any Elective Deferral Contribution made on an after-tax basis under Code §402A. A Participant's Roth Contribution subaccount will be administered and reported for tax purposes consistent with applicable Regulations.

ARTICLE II
ELIGIBILITY

2.01 ELECTIVE DEFERRAL CONTRIBUTIONS. An Employee is eligible to make Elective Deferral Contributions for any period he or she is an Eligible Employee.

2.02 EMPLOYER CONTRIBUTIONS. An Employee shall be eligible to receive Employer Contributions for any period he or she is an Eligible Employee.

2.03 ROLLOVER CONTRIBUTIONS AND TRANSFERS. Any Eligible Employee shall be eligible to make Rollover Contributions and direct transfers as provided in Section 3.04.

ARTICLE III
CONTRIBUTIONS

3.01 ELECTIVE DEFERRAL CONTRIBUTIONS

(a) General Rules. A Participant eligible under Section 2.01 may elect to reduce taxable compensation otherwise payable to the Participant by filing a compensation reduction agreement with the Administrator. The compensation reduction agreement must provide that the Participant's Compensation which would otherwise be paid to Participant will be reduced by any percentage or dollar amount (as determined by the Administrator) that is reasonably administrable on a payroll period basis. The compensation reduction agreement shall not be effective earlier than the date it is executed. The Participant may revoke existing and commence new compensation reduction agreements as often as reasonably requested. The Foundation shall contribute for a Plan Year on behalf of each Participant an amount equal to the amount of Compensation reduced pursuant to the Participant's election. Such contributions shall be Elective Deferral Contributions allocated to a Participant's Elective Deferral Contributions subaccount, and shall be remitted by the Foundation to the Funding Vehicle as soon as is administratively practicable after the related Compensation has been paid. The Administrator may limit further, on a nondiscriminatory basis, a Participant's Elective Deferral Contributions if the Administrator determines such further limitation is reasonably necessary in order to avoid a violation of any provision of this Plan or the Code.

(b) Employee Roth Contributions. A Participant may designate all or any portion of an Elective Deferral Contribution to be made under this section as an after-tax Roth Contribution, and any such Roth Contribution shall be accounted for separately from pre-tax Elective Deferral Contributions.

3.02 EMPLOYER CONTRIBUTIONS. The Foundation shall make cash contributions of a specified percentage of each Participant's Compensation paid while the Participant is eligible under Section 2.02. The Foundation's Board of Directors ("Board") shall establish that percentage by resolution or consent, and the percentage generally shall continue to apply until changed by the Board; provided, however, that the initial percentage applicable on the Plan's Effective Date is 5%. The percentage may be changed retroactively if the Board approves

the change within the same Plan Year as the effective date of the change, and if the change is not a retroactive reduction. The Foundation will remit a Participant's Employer Contribution to the Funding Vehicle for a Plan Year no later than March 31 following the close of the Plan Year, and will account for such contributions in a separate Employer Contributions subaccount.

3.04 ROLLOVER CONTRIBUTIONS AND TRANSFERS

(a) General Rules. Subject to the conditions of this section, the Plan will accept directly from any Eligible Employee (or eligible plan in the case of a direct rollover) as a Rollover Contribution any eligible rollover distribution, in cash, properly contributed to the Plan under the Code as a rollover contribution. The Administrator will require satisfactory evidence that the proposed Rollover Contribution meets the requirements of this section. For each Eligible Employee making a contribution under this section, the Administrator will establish a Rollover Contributions subaccount to which will be allocated any Rollover Contribution made to the Plan for the Eligible Employee.

(b) Roth Direct Transfers. The Plan will accept a rollover contribution to a Participant's Rollover Contributions subaccount if it is a direct rollover from another applicable retirement plan described in Code §402A(e)(1), and then only to the extent the rollover is otherwise permitted under subsection (a). An amount directly transferred to the Plan under this subsection shall be accounted for in a separate Roth Rollover Contribution subaccount.

(c) Internal Roth Conversion. To the extent allowed under Code §402A (as amended by the American Taxpayer Relief Act of 2012) and IRS Notice 2010-84, a Participant may elect to roll over any or all of such Participant's Account to an appropriate subaccount pursuant to procedures established by the Administrator and consistent with Regulations and other IRS guidance.

3.05 MISTAKE OF FACT. The Foundation contributes to the Plan on the condition its contribution is not due to a mistake of fact. The Plan will return to the Foundation the amount of any contribution made by mistake of fact. The Plan will not return any portion of the Foundation's contribution under the provisions of this section more than one year after the date the Foundation made the contribution by mistake of fact. The Plan will not increase the amount of the Foundation contribution returnable under this section for any earnings attributable to the contribution, but will decrease the Foundation's contribution returnable for any attributable losses.

3.06 LIMITATION ON ANNUAL ADDITIONS

(a) General Rules. Except to the extent permitted under Section 3.08 and Code §414(v), the amount of Annual Additions to any Participant's Account may not exceed the Maximum Permissible Amount, as determined in accordance with the rules and procedures set forth in this section. For purposes of this section, all defined contribution plans (whether or not terminated) of the Employer shall be treated as one defined contribution plan. Should a contribution which otherwise would be contributed cause the Annual Additions for the Limitation Year to exceed an Employee's Maximum Permissible Amount, the Excess Amount shall be corrected under the procedures in subsection (c). This section shall be applied consistent with Regulation §1.415(a) through (g).

(b) Estimate of Compensation. Before the determination of a Participant's actual Compensation for a Limitation Year, the Maximum Permissible Amount may be determined on the basis of the Participant's estimated annual Compensation for such Limitation Year. This

determination must be made on a reasonable and uniform basis for all Participants similarly situated. Contributions shall be reduced based on estimated annual Compensation by any Excess Amounts carried over from any prior year. As soon as is administratively feasible after the end of the Limitation Year, the Maximum Permissible Amount shall be determined for such Limitation Year on the basis of the Participant's actual Compensation for such Limitation Year.

(c) Disposition of Excess Amount. If, pursuant to paragraph (a), there is an Excess Amount with respect to a Participant for a Limitation Year, the Excess Amount is includible in the Participant's gross income for the taxable year, and will be credited to a separate account under a separate contract to which Code §403(c) applies. Such account will be maintained until the Excess Amount is distributed, and any amounts therein may be distributed at any time notwithstanding any other provision of the Plan.

(d) Definitions. For purposes of this section:

(1) "Annual Addition" means all Elective Deferral Contributions, Mandatory Contributions and Employer Contributions, and all other amounts required to be included by Code §415(c) (but specifically excluding catch-up contributions described in Section 3.08) allocated on behalf of a Participant for a Limitation Year. Except to the extent provided in Regulations, Annual Additions include excess deferrals described in Section 3.07(b).

(2) "Maximum Permissible Amount" means the lesser of (i) $53,000 for the 2015 Plan Year, then adjusted for cost of living increases thereafter under Code §415(d), and (ii) 100% of the Participant's Compensation for the Limitation Year. If there is a short Limitation Year because of a change in Limitation Year, the limitation in clause (i) of the preceding sentence will be multiplied by the following fraction:

$$\frac{\text{Number of months in the short Limitation Year}}{12}$$

(3) "Excess Amount" means the excess of the Participant's Annual Additions for the Limitation Year over the Maximum Permissible Amount.

(4) "Limitation Year" means the Plan Year. If the Foundation amends the Limitation Year to a different 12-consecutive-month period, the new Limitation Year must begin on a date within the Limitation Year for which the Foundation makes the amendment, creating a short Limitation Year.

3.07 LIMITATION ON ELECTIVE DEFERRAL CONTRIBUTIONS

(a) General Rules. Elective Deferral Contributions for a Participant (other than catch-up contributions under Section 3.08) for a calendar year may not exceed the "402(g) Limitation," which is the greater of $18,000 (for 2015) and the adjusted amount under Code §402(g). If, pursuant to a compensation reduction election, the Foundation determines the Participant's Elective Deferral Contributions to the Plan for a calendar year would exceed the 402(g) Limitation, the Foundation will suspend the Participant's compensation reduction election until the following January 1, and pay in cash as taxable compensation the portion of a compensation reduction election which would result in the Participant's Elective Deferral Contributions for the calendar year exceeding the 402(g) Limitation.

(b) Excess Deferrals. If a Participant's Elective Deferral Contributions actually contributed to the Plan for a calendar year exceed the 402(g) Limitation, the amount in excess of

the 402(g) Limitation (the "excess deferral"), as adjusted for allocable income, will be distributed (notwithstanding any other provision of the Plan) no later than April 15 of the following calendar year.

(c) Other Elective Deferral Plans. If a Participant participates in another plan under which the Participant makes elective deferrals pursuant to a Code §401(k) or §403(b) arrangement, simplified employee pension or other applicable plan described in Code §402(g), regardless of whether the Foundation maintains such other plan, the Participant may provide the Administrator a written claim for excess deferrals made for a calendar year. The Participant must submit the claim no later than the March 1 following the close of that calendar year and the claim must specify the amount of the Participant's Elective Deferral Contributions which are excess deferrals. If the Administrator receives a timely claim, it will distribute the excess deferral (as adjusted for allocable income) to the Participant in accordance with the distribution procedure described in this section.

3.08 CATCH-UP CONTRIBUTIONS. To the extent permitted under Code §414(v), a Participant who will have attained the age of 50 before the close of the Plan Year and for whom no other Elective Deferral Contributions may (without regard to this section) be made to the Plan for the Plan Year by reason of the limitations described in Sections 3.06 or 3.07 or comparable limitations or restrictions contained in the terms of the Plan, may make additional Elective Deferral Contributions not in excess of the catch-up limit. The "catch-up limit" is $6,000 for 2015, then adjusted for cost of living thereafter under Code §414(v)(2)(C).

ARTICLE IV
VESTING

A Participant's Account is entirely nonforfeitable at all times.

ARTICLE V
PAYMENT OF BENEFITS

5.01 PAYMENT BEFORE SEVERANCE FROM EMPLOYMENT

(a) General Rule. Except in the case of a (i) post-age 59½ distribution (subsection (b)), (ii) hardship distribution (subsection (c)), (iii) disability distribution (subsection (d)), (iv) distribution from a Rollover Contributions subaccount (subsection (e)), (v) minimum distribution required because the Participant has attained age 70½ (Section 5.04), and (vi) distribution made pursuant to a qualified domestic relations order (Section 5.06), no portion of a Participant's Account may be distributed before such Participant has incurred a severance from employment. Any distribution allowable under this section shall be paid in accordance with the Funding Vehicle applicable to the Participant's Account, to the extent allowable under Code §411(d)(6), or otherwise in the form of a single sum distribution. No more than one in-service withdrawal may be made during a calendar quarter.

(b) Post-Age 59½ Distribution. Before a Participant has incurred a severance from employment, the Participant may elect to receive all or any portion of such Participant's Account after having attained age 59½.

(c) Hardship Distribution. Before a Participant has incurred a severance from employment, a Participant may elect a hardship distribution in accordance with the requirements set forth in Section 5.03.

(d) Disability Distribution. Before a Participant has incurred a severance from employment, a Participant may elect to receive all or any portion of such Participant's Account while disabled within the meaning of Code §72(m)(7).

(e) From Rollover Contributions Subaccount. At any time, you may request a distribution of any amount from your Rollover Contributions subaccount.

5.02 PAYMENT AFTER SEVERANCE FROM EMPLOYMENT. Subject to (i) special rules which apply in the case of the death of the Participant (Section 5.04(c) and (d)), (ii) a distribution required by reason of the Participant attaining age 70½ (Section 5.04(b)), (iii) the distribution of a small account under Section 5.05(e), and (iv) any separate provisions of the Funding Vehicle applicable to the Participant's Account (to the extent allowable under Code §411(d)(6)), a Participant's Account after the Participant has separated from service shall be distributed in the form of a life annuity (including a joint life annuity) or, if the participant waives the life annuity, a single lump sum distribution. The distribution shall occur on the date elected by the Participant (to the extent administratively practicable), provided the Participant is not again an Employee on such date. If a married Participant elects a distribution in the form of a lifetime annuity, the annuity shall be payable in the form of a joint and 50% survivor annuity with the Participant's spouse as the annuity beneficiary. A married Participant may waive the joint and 50% spousal survivor annuity and elect a single lump sum payment (or any other form of payment allowed under the Funding Vehicle), provided the Participant's spouse consents to the waiver as required under applicable Regulations. Any form of distribution containing an annuity (including a pre-retirement survivor annuity) shall be satisfied by the purchase of an annuity from an insurance company, shall be nontransferable and shall comply with applicable Plan requirements. Any expenses associated with such purchase shall be paid from the Participant's account. A married Participant may substitute a joint and 75% qualified optional survivor annuity in place of a joint and 50% survivor annuity. This section shall be applied consistent with the Regulations that apply to defined contribution plans that are subject to the joint and survivor annuity and pre-retirement survivor annuity rules.

5.03 HARDSHIP DISTRIBUTION

(a) General Rule. Subject to the terms of the applicable Funding Vehicle, a Participant may elect a hardship withdrawal under this subsection from the Elective Deferral Contributions (including Roth Contributions) subaccounts. A hardship withdrawal is a distribution on account of, and necessary to satisfy, an immediate and heavy financial need. Before a Participant may make an election under this subsection, the Participant must have obtained all plan loans and distributions currently available under the Plan and all other plans maintained by the Employer. Any Participant who receives a hardship withdrawal may not make Elective Deferral Contributions under Section 3.01 for the six-month period following the date of the withdrawal.

(b) Maximum Amount. No hardship withdrawal will be made in an amount which exceeds the lesser of (i) the amount standing in the Participant's Elective Deferral Contributions subaccounts (determined without regard to past earnings and losses) and (ii) the amount of the immediate and heavy financial need plus taxes and penalties on the distribution.

(c) Immediate and Heavy Financial Need. A withdrawal is on account of an immediate and heavy financial need only if the withdrawal is for (i) expenses for (or necessary to obtain) medical care described in Code §213(d), (ii) costs directly related to the purchase (excluding mortgage payments) of a principal residence for the Participant, (iii) the payment of post-

secondary education tuition (and related educational fees, room and board) for the next 12 months for the Participant or the Participant's spouse or Dependents (as defined in Code §152, but determined without regard to Code §151(d)(1)(B)), (iv) to prevent the eviction of the Participant from the Participant's principal residence or the foreclosure on the mortgage of the Participant's principal residence, (v) funeral expenses of the Participant's deceased spouse, parent or Dependent or, (vi) expenses to repair damage to the Participant's principal residence and that are described in Code §165. A Dependent in this paragraph shall be deemed to include the Participant's Beneficiary.

5.04 MINIMUM DISTRIBUTIONS AND DEATH DISTRIBUTIONS

(a) General Rules and Definitions. All distributions required under this section will be determined and made in accordance with Code §401(a)(9) and the Regulations thereunder, and the provisions of this section will prevail over any inconsistent provisions of the Plan. Distribution of a Participant's Account must comply with this section, and for a living Participant must commence no later than the Participant's Required Beginning Date. For purposes of this section:

(1) *Designated Beneficiary* means a Beneficiary who is a designated beneficiary under Regulation §1.401(a)(9)-4.

(2) *Distribution Calendar Year* means a calendar year for which a minimum distribution is required. For distributions beginning before the Participant's death, the first Distribution Calendar Year is the calendar year immediately preceding the calendar year which contains the Participant's Required Beginning Date. For distributions beginning after the Participant's death, the first Distribution Calendar Year is the calendar year in which distributions are required to begin under subsection (c).

(3) *Life Expectancy* means life expectancy as computed by use of the Single Life Table in Regulation §1.401(a)(9)-9.

(4) *Participant Account Balance* means the Account balance as of the last valuation date in the calendar year immediately preceding the Distribution Calendar Year (the "valuation calendar year") increased by the amount of any contributions made and allocated or forfeitures allocated to the Account as of dates in the valuation calendar year after the valuation date and decreased by distributions made in the valuation calendar year after the valuation date. The Participant Account Balance for the valuation calendar year includes any amounts rolled over or transferred to the Plan either in the valuation calendar year or in the Distribution Calendar Year if distributed or transferred in the valuation calendar year.

(5) *Required Beginning Date* means the April 1 following the close of the calendar year in which the Participant attains age 70½ or, if later and if the Participant is not a more than 5% owner, the April 1 following the close of the calendar year in which the Participant ceases to be an Employee. A Participant is treated as a 5% owner for purposes of this section if the Participant is a 5% owner as defined in Code §416 at any time during the Plan Year ending with or within the calendar year in which the 5% owner attains age 70½.

(b) Required Minimum Distributions During Participant's Lifetime. During the Participant's lifetime, the minimum amount that will be distributed for each Distribution Calendar Year is the lesser of (i) the quotient obtained by dividing the Participant Account Balance by the distribution period in the Uniform Lifetime Table set forth in Regulation §1.401(a)(9)-9, using the Participant's age as of the Participant's birthday in the Distribution Calendar Year, or (ii) if the

Participant's sole Designated Beneficiary for the Distribution Calendar Year is the Participant's spouse, the quotient obtained by dividing the Participant Account Balance by the number in the Joint and Last Survivor Table set forth in Regulation §1.401(a)(9)-9, using the Participant's and spouse's attained ages as of the Participant's and spouse's birthdays in the Distribution Calendar Year. The required minimum distribution for the Participant's first Distribution Calendar Year will be made on or before the Participant's Required Beginning Date. The required minimum distribution for other Distribution Calendar Years, including the required minimum distribution for the Distribution Calendar Year in which the Participant's Required Beginning Date occurs, will be made on or before December 31 of that Distribution Calendar Year. Required minimum distributions will be determined under this subsection beginning with the first Distribution Calendar Year and up to and including the Distribution Calendar Year that includes the Participant's death.

(c) Death Before Required Beginning Date. If the Participant's death occurs before the Required Beginning Date, all or any portion of the Account will be distributed upon election of the Beneficiary at any time, subject to the minimum distribution rules of this subsection. If, by September 30 of the year following the year of the Participant's death either there is no Designated Beneficiary or the Designated Beneficiary so elects, all or any portion of the Account may be distributed at any time, provided the Account is distributed in full no later than the close of the year in which falls the fifth anniversary of the Participant's death (the "5-year rule"). If, as of September 30 of the year following the year of the Participant's death, a Designated Beneficiary fails to elect the 5-year rule, the Account may be distributed in full or in part at any time, provided that the minimum amount to be distributed for each Distribution Calendar Year after the year of the Participant's death is the quotient obtained by dividing the Participant Account Balance by the remaining Life Expectancy of the Participant's Designated Beneficiary, determined as provided in subsection (d). If the Participant's surviving spouse is the Participant's sole Designated Beneficiary and the surviving spouse dies before distributions are required to begin to the surviving spouse, this subsection will apply as if the surviving spouse were the Participant.

(d) Death On or After Required Beginning Date. This subsection applies if the Participant dies on or after the Required Beginning Date.

(1) *Participant Survived by Spouse as Sole Designated Beneficiary.* If the Participant's surviving spouse is the Participant's sole Designated Beneficiary as of September 30 of the year after the year of the Participant's death, the minimum amount that will be distributed for each Distribution Calendar Year after the year the Participant dies is the quotient obtained by dividing the Participant Account Balance by the remaining Life Expectancy of the surviving spouse. The surviving spouse's remaining Life Expectancy is calculated for each Distribution Calendar Year, after the year of the Participant's death and through the year of the spouse's death, using the surviving spouse's age as of the spouse's birthday in that year. If the surviving spouse does not die before distributions under this paragraph begin, then distributions to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died or, if later, by December 31 of the calendar year in which the Participant would have attained age 70½. The surviving spouse may alternatively elect the 5-year rule described in subsection (c). For Distribution Calendar Years after the year of the surviving spouse's death, the remaining Life Expectancy of the surviving spouse is calculated using the age of the surviving spouse as of the spouse's birthday in the calendar year of the spouse's death, reduced by one for each subsequent calendar year.

(2) *Participant Survived by Nonspouse Designated Beneficiary.* If there is a nonspouse Designated Beneficiary as of September 30 of the year after the year of the Participant's death, the minimum amount that will be distributed for, and by the close of, each Distribution Calendar Year after the year the Participant dies is the quotient obtained by dividing the Participant's Account Balance by the remaining Life Expectancy of the Participant or the Account's oldest Designated Beneficiary, whichever is longer. The Participant's remaining Life Expectancy is calculated using the age of the Participant in the year of death, reduced by one for each subsequent year, and the Designated Beneficiary's remaining Life Expectancy is calculated using the age of the Designated Beneficiary in the year following the year of the Participant's death, reduced by one for each subsequent year. Beneficiaries may elect on an individual basis to apply the 5-year rule described in subsection (c) if the election is made no later than September 30 of the year in which distribution would be required to begin under this paragraph.

(3) *No Designated Beneficiary.* If there is no Designated Beneficiary as of September 30 of the year following the year of the Participant's death, the Participant's entire Account will be distributed in accordance with the 5-year rule described in subsection (c).

(e) *Small Account Balances.* Notwithstanding any other provision of this section, if any separate Account of a deceased Participant or a Beneficiary does not exceed $5,000, the Account will be distributed to the Beneficiary (or the estate, if no Beneficiary) in a single sum as soon as is administratively practicable.

(f) *Multiple Designated Beneficiaries.* The Administrator may establish separate Accounts for each Designated Beneficiary (though a trust that is a Designated Beneficiary shall not be treated as more than one Designated Beneficiary) by September 30 of the year following the year of the Participant's death. If such separate Accounts are established, the provisions of this section shall apply separately to each such Account.

(g) *Deceased Individual with No Beneficiary.* Distribution of a deceased individual's Account, for which there is no Beneficiary, will be made in accordance with the following order of priority: (i) the individual's surviving spouse; (ii) the individual's surviving children, including adopted children, in equal shares; then (iii) the individual's estate.

(h) *Alternate Payee Treated as Spouse.* A Participant's former spouse to whom all or a portion of the Participant's Account is subject to assignment under a qualified domestic relations order shall be treated as the Participant's spouse under this section with respect to the portion assigned. This subsection shall apply to an alternate payee's Account whether or not a separate Account has been established for the alternate payee.

5.05 PROCEDURES FOR DISTRIBUTIONS

(a) Pre-Severance Distributions. A Participant who wishes to elect to receive a distribution under Section 5.01 shall request from the Administrator an explanation of distributions available under the Plan before severance from employment, and any applicable election forms. As soon as practicable after such request, the Administrator shall provide the explanation and forms to the requesting Participant. Within 180 days of the Administrator having provided such explanation and forms, the Participant may return a completed distribution election form requesting that the distribution be made as soon as is reasonably practicable.

(b) Post-Severance Distributions. As soon as practicable upon request after a Participant incurs a severance from employment, the Participant shall be provided an explanation

of distributions available under the Plan after severance from employment along with applicable election forms. Within 180 days of the Administrator having provided such explanation and forms, the Participant may return a completed distribution election form requesting that the distribution be made (or commence, in the case of an annuity or installment distribution) as soon as is reasonably practicable. In any case where the Plan provides for distribution, the Administrator shall be allowed reasonable time to cause the distribution.

(c) Waiver and Consent Rules. Except as provided in subsection (e), a Participant must (i) consent to the timing of any distribution and (ii) waive distribution in the form of a single life annuity (if not married) or joint and 50% spousal survivor annuity (if married) if distribution is to be made in some other form of life annuity. Such consent and waiver shall be explained to the Participant in writing, and included in the forms provided by the Administrator under subsections (a) and (b). A waiver by a married Participant must include an irrevocable consent by the Participant's spouse and may include a Beneficiary designation. A waiver under this section may be revoked in writing at any time before the distribution of any portion of the Account subject to the waiver.

(d) Direct Rollovers. Notwithstanding any provision of this document to the contrary that would otherwise limit a distributee's election affecting distribution of assets under the Plan, a distributee may elect, at the time and in the manner prescribed by the Employer, to have any portion of an eligible rollover distribution paid directly to an eligible retirement plan specified by the distributee in a direct rollover. "Eligible rollover distribution" under this section means any distribution of all or any portion of the balance to the credit of the distributee, except that an eligible rollover distribution shall not include (i) any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or Life Expectancy) of the distributee or the joint lives (or joint life expectancies) of the distributee and the distributee's designated Beneficiary, or for a specified period of ten years or more, (ii) any distribution to the extent such distribution is required under Code §401(a)(9) (with any distribution, or portion thereof, during a Plan Year treatable first as a minimum distribution for such Plan Year, and not eligible for a direct rollover, to extent the minimum distribution requirement has not been satisfied for the Plan Year), (iii) any nontaxable distribution unless such distribution is made to an individual retirement account (including a Roth IRA) or annuity or a tax-qualified plan under Code §401(a), 403(a) 403(b) that agrees to account separately for the amount transferred (including the portion of any after-tax amounts), and (iv) any hardship distribution. "Eligible retirement plan" under this section means (i) an individual retirement account described in Code §408(a), (ii) an individual retirement annuity described in Code §408(b), (iii) an annuity plan described in Code §403(a), (iv) an annuity contract described in Code §403(b), (v) a qualified trust described in Code §401(a) or (vi) an eligible deferred compensation plan described in Code §457(b) which is maintained by a state or political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to account separately for amounts transferred into such plan from this Plan. A distributee, for purposes of this section, includes an Employee or former Employee, his or her surviving spouse or former spouse who is the alternate payee under a qualified domestic relations order (as defined in Code §414(p)) with regard to the interest of the spouse or former spouse, and a nonspouse beneficiary to the extent the inherited IRA rules of Code §402(c)(11) are satisfied. Direct rollover, for purposes of this section, means a payment by the Plan to the eligible retirement plan specified by the distributee.

(e) Distributions of Small Accounts. If a terminated Participant or a Beneficiary fails to make an affirmative election under subsection (b) with respect to an Account that does not exceed $5,000, the Administrator will automatically distribute the Account as a lump sum (if less than $1,000) or pay over the Account to an individual retirement account ("IRA") in accordance with Department of Labor Regulation §2550.404a-2. In the latter case, (i) the Administrator will cause an IRA to be established at an institution qualified to sponsor IRAs, (ii) the IRA will be established pursuant to a written agreement between the Administrator and the institution, (iii) the agreement will require that the IRA's assets be invested in a manner that preserves principal and provides a reasonable rate of return (*e.g.,* a savings account, money market fund or stable value fund), (iv) the written agreement must allow the institution to impose fees and expenses that will not exceed amounts charged by the institution for comparable IRAs for non-automatic rollover distributions and (v) the Plan's summary plan description will address the material provisions of this subsection and the institution's IRA program. The Administrator will implement this provision for applicable terminated Participants once each Plan Year.

5.06 QUALIFIED DOMESTIC RELATIONS ORDERS. Notwithstanding any other provision of the Plan, distribution shall be made to an alternate payee if directed under a qualified domestic relations order, whether or not the Participant's Account is otherwise distributable under the Plan, if consistent with the Funding Vehicle. Any distribution under this section must be consistent with the provisions of Code §401(a)(13) and §414(p). A distribution to an alternate payee may be made before the time the Participant's Account is otherwise distributable only if (i) the order specifies distribution at such earlier time or permits an agreement between the Plan and the alternate payee to authorize an earlier distribution, (ii) the alternate payee consents to any distribution occurring before the Participant's Account is otherwise distributable and (iii) the distribution is consistent with the terms of the applicable Funding Vehicle. Any amount partitioned under a qualified domestic relations order may be segregated by the Administrator for investment purposes. The separate Account of an Alternate Payee may be distributed, at the election of the Alternate Payee, at any time and form allowed under the Code and the Funding Vehicle.

5.07 SPECIAL ROTH DISTRIBUTION RULES. A qualified distribution from a designated Roth Contributions subaccount is excluded from taxable income. A "qualified distribution" from a Roth Contributions subaccount is a distribution that is made after the applicable 5-tax-year period and that is for a qualified purpose. The "applicable 5-tax-year period" is the 5-year period that begins on the first day of the first tax year for which the Participant made a Roth Contribution. A distribution for a "qualified purpose" means the distribution (i) is made after the Participant has attained age 59½, (ii) is to a Beneficiary after the Participant's death or (iii) is on account of the Participant having become disabled.

5.08 FUNDING VEHICLE EXCHANGE. Subject to conditions associated with a Participant's Funding Vehicle, a Participant may exchange one Funding Vehicle for another if (i) the Participant has an accumulated benefit immediately after the exchange that is at least equal to the accumulated benefit immediately before the exchange, (ii) the successor Funding Vehicle is subject to distribution restrictions that are not less stringent than those imposed on the predecessor Funding Vehicle, and (iii) the employer and the issuer of the successor Funding Vehicle agree to exchange information (such as employment status, hardship availability and loan payments) described in Regulation §1.403(b)-10)(b)(2).

ARTICLE VI
LOANS

6.01 LOAN ELIGIBILITY. Any Participant in the Plan who is an Employee (or who is otherwise a "party-in-interest" as defined in ERISA §3(14)) may request a loan from the Plan as provided in this article and on forms prescribed by the Administrator. The Participant must agree to the terms contained in the promissory note and related documents, including the imposition of setup and ongoing administration fees. Any loan fees shall be disclosed to the Participant in advance, and charged to the Participant's account in addition to the loan amount. Spousal consent is required as a condition to receiving a loan.

6.02 LIMITATION ON AMOUNT AND PURPOSE. The Administrator will approve no loan in an amount that exceeds 50% of the Participant's Account balance. The minimum loan amount is $1,000. The maximum aggregate dollar amount of loans outstanding to any Participant may not exceed $50,000, reduced by the excess of the highest outstanding loan balance during the 12-month period ending on the date of the loan over the current outstanding loan balance. The Plan imposes no restriction on the purpose of the loan. A new loan will not be issued to a Participant if that Participant has an outstanding loan.

6.03 INTEREST. The interest rate shall be fixed at the prime rate published in the Wall Street Journal at the time the loan is processed, plus 1%, unless such rate is not reasonable and appropriate. All interest accrued on the loan will be credited to the borrowing Participant's Account.

6.04 PAYMENTS. A loan shall provide for regular even payments coinciding with the frequency of the Foundation's payroll. Payments will be collected by withholding from each paycheck the principal and interest due under the loan until it is fully paid. The Participant must agree to allow the Foundation to collect payments by payroll deduction. Should the Participant revoke approval for payroll deduction while employed, or should the Participant incur a severance from employment, the loan balance shall be immediately due and payable, together with accrued interest, and subject to the deemed (Section 6.08) or offset (Section 6.09) distribution procedures should the loan not be paid. Prepayments are not allowed, except that a Participant may repay the entire balance due at any time.

6.05 TERM. The maximum term of a loan shall be 60 months; provided, however, that a maximum term of 120 months is available for a residential real property loan described in Code §72(p)(2)(B)(ii).

6.06 SECURITY AND ACCOUNT SOURCE. Each loan must be secured with an irrevocable pledge and assignment of up to 50% of the amount of the Participant's Account. Funding shall be made from all contribution sources other than Roth Contributions.

6.07 RISK OF LOSS. A Participant's loan shall not place other Participants at risk with respect to their Account. All loans will be administered as a Participant directed investment of that portion of the Participant's account equal to the outstanding balance of the loan. The Plan will credit the Participant's Account with interest earned and principal payments received, and with expenses directly related to the maintenance and collection of the loan.

6.08 DEFAULT (DEEMED DISTRIBUTION). The Administrator will treat the entire unpaid balance of the loan in default if (i) any scheduled payment remains unpaid as of the last day of the calendar quarter succeeding the calendar quarter in which the payment became late

(*i.e.*, the grace period) and (ii) the loan is not immediately distributable under Sections 5.01 or 5.02. A loan in default shall be deemed distributed for tax purposes at the time of default, but shall (i) not be eligible for rollover to any other retirement plan, (ii) continue to be carried as an asset on the books and records of the Plan, with continuing adjustments for accrued interest, until such time as the loan is distributed under Section 6.09, (iii) be taken into account for purposes of computing the amount of any future loan under the Plan, (iv) reflect tax basis only to the extent that the Participant has made additional loan payments after the date of the deemed distribution and (v) cause no further taxable income to the Participant after the date of the deemed distribution.

6.09 DISTRIBUTION (OFFSET DISTRIBUTION). For Participants whose loan balance is entirely distributable, the Administrator shall offset the Participant's Account, represented by the unpaid balance of the loan for which a scheduled payment remains unpaid, as of the last day of the grace period described in Section 6.08 (or, if earlier and applicable, the date the Participant receives a complete distribution of the Account). The Administrator shall provide an appropriate tax notice to the Participant on or about the date of the offset distribution explaining applicable tax and rollover rules. Should a Participant again become an Employee before the loan is offset, the period of absence shall be treated as a leave under Section 6.10. An offset distribution shall reduce the Participant's Account balance by the unpaid principal and accrued interest and cause the loan to be treated as repaid to the extent of the offset. As permitted under Regulations, the Participant is treated as having consented to a distribution under this section as a condition to receiving the loan.

6.10 LEAVE OF ABSENCE

(a) Leave Not Requiring Reamortization. If a Participant fails to make one or more scheduled payments in connection with an approved leave of absence, but no scheduled payment is late beyond the grace period described in Section 6.08, then the Participant shall make all late payments to the Administrator (by check) no later than 30 days after the end of the Participant's leave, and no interest adjustment shall be made to the loan due to any late payments. Should the Participant fail to make up all late payments as required, Section 6.08 shall instead apply.

(b) Leave Requiring Reamortization. If a Participant fails to make a scheduled payment during an approved leave of absence and the scheduled payment becomes late beyond the grace period set forth in Section 6.08, then the Participant shall not be required to make any scheduled loan payment during the suspension period. The "suspension period" shall begin on the first day of the leave and end on the earlier of (i) the date the leave ends or (ii) the one-year anniversary of the leave. The Participant may make voluntary loan payments during the suspension period in multiples of the loan payment amount. As soon as practicable after the end of the suspension period, (i) the Administrator shall re-amortize the loan from the date the leave began by determining the amount of additional accrued interest and recomputing an even payment amount with the last payment to be made no later than 60 months after the date the loan was initiated and (ii) the loan shall again be subject to the generally applicable rules of this Policy. No loan shall be re-amortized more than once. The Participant's Account shall be charged for any administration fees imposed on the Plan in connection with the reamortization.

(c) Leave for Military Service. In general, the provisions of subsection (b) shall apply to the repayment of a loan for a Participant who is performing service in the uniformed services of the United States, except that (i) the one-year maximum suspension period shall not apply, (ii) the 60-month payoff deadline therein shall be extended by the period of the military service, (iii) the

Participant may elect to continue with the same periodic payment amount (which will result in a final balloon payment for additional accrued interest), (iv) the loan may be re-amortized regardless of whether it was previously re-amortized and (v) the Participant may request a reduction in the interest rate imposed on the loan during the period of military service if he or she provides notice to the Administrator by the 180th day following the date military service ends.

ARTICLE VII
ADMINISTRATION

7.01 PLAN ADMINISTRATION. The Foundation is the "Administrator" defined in Article I. The Administrator may appoint an individual or committee to assist it with its duties, though the Administrator shall have the sole responsibility for performing any specific statutory duty imposed by the Code or other law. Any individual or member of a committee shall serve without compensation for services. The Administrator will pay all expenses of any committee to the extent not paid by the Plan.

7.02 POWERS OF THE ADMINISTRATOR. The Administrator has the following nonexclusive powers and duties which it must exercise in a reasonable, uniform and nondiscriminatory manner:

(i) to determine the eligibility of an Employee to participate in the Plan, and the value of a Participant's Account;

(ii) to adopt rules of administration necessary for the proper and efficient administration of the Plan provided the rules are consistent with applicable law and the terms of the Plan;

(iii) to construe and enforce the terms of the Plan and the rules of administration it adopts, including discretionary authority to interpret Plan documents and documents related to the Plan's operation;

(iv) to review and render decisions with respect to a claim for (or denial of a claim for) a benefit under the Plan; and

(v) to engage the services of agents, as it deems advisable, to assist with the performance of its duties.

7.03 MANNER OF ACTION. Action on the part of any committee appointed by the Foundation under Section 7.01 shall be by a majority of its duly appointed and qualified members. The committee may authorize any one of its members to sign on its behalf any notices, directions, applications, certificates, consents, approvals, waivers, letters or other documents, provided this authority is evidenced by a written instrument signed by all members and filed with the Administrator.

7.04 FUNDING POLICY. The Administrator will review, as necessary, all pertinent Employee information and Plan data in order to establish the funding policy of the Plan and to determine the appropriate methods of carrying out the Plan's objectives.

7.05 VALUATION OF ACCOUNTS. As of each business day, the Administrator shall adjust Accounts to reflect net income, gain or loss since the previous business day. The Administrator may use any reasonable method for allocating gains and losses incurred between business days among Accounts. Participant Accounts shall be adjusted for contributions and distributions as they occur.

7.06 UNCLAIMED ACCOUNT PROCEDURE. The Administrator will use all reasonable measures to locate Participants who are entitled to a Plan distribution. Such measures may, depending on cost considerations, include using certified mail, checking records of other plans maintained by the Employer, using a governmental letter-forwarding program, and using a commercial locator service. The Administrator may charge the applicable Participant Account for any reasonable expense of locating the Participant. The Administrator may dispose of an unclaimed Account if the applicable Participant, despite reasonable efforts, cannot be located. Such disposition shall not occur earlier than one year following the Participant's Required Beginning Date described in Section 5.04.

7.07 INDEMNITY BY FOUNDATION AND PLAN. The Foundation indemnifies and holds harmless any duly appointed committee and its members from and against any and all loss resulting from liability to which such committee or its members may be subjected by reason of any act or conduct (except willful misconduct or gross negligence) in their official capacities in assisting with the administration of the Plan, including all expenses reasonably incurred in their defense, should the Foundation fail to provide such defense. Individuals appointed under Section 7.01 and the Foundation may execute a letter agreement further delineating the indemnification agreement of this section. Should any claim brought against an individual appointed under Section 7.01 be resolved in favor of such individual, the individual defending the claim shall be entitled to reimbursement from the Plan for any and all reasonable costs, attorney's fees and related expenses, to the extent consistent with applicable law and as allowed by the Administrator in its discretion.

7.08 BENEFICIARY DESIGNATION. Any Participant may from time to time designate, on a form prescribed by the Administrator, any person or persons, contingently or successively, to whom the Administrator will pay the amount in the Participant's Account in the event of the Participant's death. The filing of the form with the Administrator effectively revokes all designations filed previously by the same Participant. The designation of a non-spouse primary Beneficiary will not be recognized if the Participant dies while married, unless the Participant's spouse consents to the designation in the manner generally required by the Plan. No such consent shall be required if (i) the spouse cannot be located after a reasonable period of time or (ii) the Participant is legally separated or has been abandoned and the Participant has a court order to that effect. An alternate payee under Section 5.06 may designate a Beneficiary under this section in the same manner as may a Participant, except that the designation by an alternate payee is not subject to spousal consent.

7.09 NO BENEFICIARY DESIGNATION. If a Participant fails to name one or more Beneficiaries in accordance with Section 7.08, or if all Beneficiaries named by a Participant predecease the Participant, then distribution of the Participant's Account shall be made in accordance with Section 5.04(g).

7.10 ASSIGNMENT OR ALIENATION. Subject to Section 5.06 (relating to qualified domestic relations orders), neither a Participant nor a Beneficiary may anticipate, assign or alienate any benefit provided under the Plan. Further, a benefit under the Plan is not subject to attachment, garnishment, levy, execution or other legal or equitable process.

7.11 APPEAL PROCEDURE FOR DENIAL OF BENEFITS. A Participant ("Claimant", in this section) may file with the Administrator a written claim for benefits if the claimant believes that the Plan has not provided proper benefits. If the Administrator denies the claim, the Administrator shall render a written decision within 60 days of the Claimant's written

claim setting forth (i) the specific reason for the denial, (ii) specific references to pertinent Plan provisions on which the denial is based, (iii) a description of any additional material and information needed for the Claimant to perfect the claim and an explanation of why the material or information is needed, and (iv) a statement that any appeal the Claimant wishes to make of the adverse determination must be submitted in writing to the Administrator within 75 days after the Claimant's receipt of the Administrator's notice of denial of benefits. The Administrator's notice must further advise the Claimant that the Claimant's failure to appeal the action to the Administrator in writing within the 75-day period will render the Administrator's determination final, binding and conclusive. If the Claimant should appeal to the Administrator, the Claimant (including the Claimant's duly authorized representative) may submit, in writing, whatever issues and comments the Claimant or representative feels are pertinent. The Claimant may review pertinent Plan documents. The Administrator will reexamine all facts related to the appeal and make a final determination as to whether the denial of benefits is justified under the circumstances. The Administrator must advise the Claimant of its decision within 60 days of the Claimant's written request for review, unless special circumstances (such as a hearing) would make the rendering of a decision within the 60-day limit unfeasible, but in no event may the Administrator render a decision respecting a denial for a claim for benefits later than 120 days after its receipt of a request for review. After the Participant has received from the Administrator an adverse determination of an appeal of a prior benefit denial, the Participant may commence a claim for benefits in an appropriate state court.

7.12 FIDUCIARIES NOT INSURERS. The Foundation and Administrator do not guarantee any Account from loss or depreciation. The Foundation does not guarantee the payment of any money, which may be or becomes due to any person, from the Plan.

7.13 WORD USAGE AND HEADINGS. Wherever the context of the Plan dictates (i) the plural of a word includes the singular and singular includes the plural and (ii) the masculine use of the word includes the feminine. Headings and subheadings in the Plan are provided for convenience only, and are to be ignored in the construction of the Plan's provisions.

7.14 APPLICABLE LAW. In general, the Plan will be governed in accordance with the provisions of ERISA and in a manner consistent with the Code. California state law will apply to the extent federal law does not.

7.15 EMPLOYMENT NOT GUARANTEED. The Plan is not intended, and shall not be construed, to give any Employee any right to continue employment with the Employer.

7.16 EXCLUSIVE BENEFIT. The Foundation has no beneficial interest in any asset of the Plan and no part of the Plan may revert to or be repaid to the Foundation, either directly or indirectly. Further, prior to the satisfaction of all liabilities under the Plan with respect to the Participants and their Beneficiaries, no asset of the Plan may be used for or diverted to purposes other than the exclusive benefit of the Participants or their Beneficiaries.

7.17 INVESTMENTS

(a) General Rules. A Participant shall be provided a reasonable opportunity to direct the Administrator to invest and reinvest the Participant's Account in any annuity contract or custodial account as described in Code §403(b) and designated by the Administrator as available to Participants for investment ("Funding Vehicle"). The Participant shall be allowed to direct investment under this section at least once in any 3-month period and more frequently if

appropriate in light of the volatility of the selected investment. The Administrator shall not be liable for any loss resulting from the Participant's direction of (or failure to direct) the investment of such Participant's Account under this section. The Foundation shall determine all annuity contracts and custodial accounts to be made available to Participants as a Funding Vehicle, and shall determine the investment of any Account for which no participant direction exists. The Administrator will enter into appropriate agreements with each Funding Vehicle vendor for the purpose of sharing information necessary to effect the terms of this document.

(b) Funding Vehicle Documentation. The Plan, together with the documentation establishing the Funding Vehicle arrangement, is intended to satisfy the requirements of Code §403(b) and applicable Regulations. Terms and conditions of the Funding Vehicles are hereby incorporated by reference into the Plan, excluding those terms that are inconsistent with the Plan or Code §403(b).

7.18 DOCUMENT CONFLICTS. Any conflict between the terms of this document and a Funding Vehicle shall be resolved in favor of the Plan.

7.19 FEES. Except to the extent the Foundation elects to pay Plan fees and expenses attributable to Plan administration, fees and expenses for Plan administration shall be paid from Plan assets. The Foundation may seek reimbursement from the Plan for any such fees and expenses of Plan administration within one year of the date of payment by the Foundation.

7.20 COMPLIANCE WITH USERRA

(a) General Rule. Notwithstanding any provision of the Plan to the contrary, the Plan shall be administered in accordance with the requirements of Code §414(u) and IRS Notice 2010-15 (as such Notice may be modified by subsequently issued guidance).

(b) Deemed Severance. A Participant on active duty for a period exceeding 30 days, who remains an Employee, shall be deemed to have incurred a severance from employment to the extent necessary to obtain a distribution from such Participant's Account. A Participant who receives a distribution based on a deemed severance under this subsection will make no Elective Deferral Contribution during the 6-month period commencing on the date of such distribution.

(c) Differential Pay. Differential pay shall be treated as Compensation for purposes other than Section 3.03. "Differential pay" means a payment (i) that is made to a Participant with respect to any period during which the Participant is performing service in the uniformed services on active duty for a period of more than 30 days, and that (ii) represents compensation the Participant would have received had the Participant performed services for the Foundation.

(d) Loans. Participant loan repayments may be suspended under the Plan as permitted under Code §414(u)(4).

ARTICLE VIII
AMENDMENT AND TERMINATION

8.01 AMENDMENT BY FOUNDATION. The Foundation has the right at any time and from time to time to amend the Plan in writing in any manner it deems necessary. No amendment may authorize or permit any of the assets of the Plan (other than those which are required to pay taxes and administration expenses) to be used for or diverted to purposes other than for the exclusive benefit of the Participants or their Beneficiaries. No amendment may cause or permit any portion of the Plan's assets to revert to or become property of the Foundation. Each

amendment must state the date to which it is either retroactively or prospectively effective. Any amendment (including a restatement) which purports to decrease a Participant's benefit in a manner which would violate Code §411(d)(6) and applicable regulations shall be ignored to the extent necessary to prevent such violation.

8.02 DISCONTINUANCE/TERMINATION. The Foundation has the right, at any time, to suspend or discontinue its contributions under the Plan and to terminate the Plan at any time in accordance with current requirements under the Code and related regulations. The Plan will terminate upon the first to occur of the following (i) the date terminated by action of the Foundation or (ii) the dissolution or merger of the Foundation unless a successor makes provision to continue the Plan (in which event the successor must substitute itself for the Foundation under the Plan). Upon termination of the Plan the Administrator will cause the distribution of each Participant's Account in a single sum, or by purchase of an annuity contract with an insurance company, as soon as administratively practicable whether or not the Participant consents to that distribution.

8.03 MERGER/DIRECT TRANSFER

(a) Equivalent Benefit. The Administrator may not consent, or be a party, to any merger or consolidation with another plan, or to a transfer of assets or liabilities to another plan, unless immediately after the merger, consolidation or transfer, the surviving Plan provides each Participant a benefit equal to or greater than the benefit each Participant would have received had the Plan terminated immediately before the merger, consolidation or transfer.

(b) Agreements. The Administrator shall have the specific authority to enter into agreements to merge or directly transfer assets with the representatives of other retirement plans described in Code §403(b), including an elective transfer, and to accept the direct transfer of plan assets, or to transfer plan assets, as a party to any such agreement. The Administrator may accept such a direct transfer of plan assets on behalf of an Eligible Employee prior to the date the Eligible Employee satisfies the Plan's eligibility conditions. If the Plan receives a direct transfer (by merger or otherwise) of elective contributions (or amounts treated as elective contributions) under a Plan with an elective deferral arrangement, appropriate distribution restrictions shall continue to apply to such transferred elective deferrals.

SAN BRUNO COMMUNITY FOUNDATION

By: Leslie Hatamiya Date: 10/20/2015

Leslie Hatamiya

Title: Executive Director

Exhibit B

AMENDMENT #1

to the

SAN BRUNO COMMUNITY FOUNDATION RETIREMENT SAVINGS PLAN

The San Bruno Community Foundation Retirement Savings Plan, originally effective as of January 1, 2015, is hereby amended for the first time as follows, generally effective as of January 1, 2020, except as expressly provided otherwise:

1. New Section 1.13A is added which reads as follows:

"Hour of Service means an hour of service, without duplication, described in any of the following clauses (i), (ii) or (iii):

(i) Each hour for which the Employer, either directly or indirectly, pays an Employee, or for which the Employee is entitled to payment, for the performance of duties. An Hour of Service shall be credited under this clause for the calendar year in which the Employee performs the duties, irrespective of when paid. An Employee's Hours of Service earned before the Plan's effective date are recognized for the purpose of determining Years of Service for vesting purposes.

(ii) Each hour for which back pay, irrespective of mitigation of damages, is either awarded or agreed to by the Employer. An Hour of Service shall be credited under this clause for the Plan Year or Plan Years to which the award or the agreement pertains rather than for the Plan Year in which the award, agreement or payment is made.

(iii) Each hour for which the Employer, either directly or indirectly, pays an Employee, or for which the Employee is entitled to payment (irrespective of whether the employment relationship is terminated), for reasons other than for the performance of duties during a computation period, such as leave of absence, vacation, holiday, sick leave, illness, incapacity (including disability), layoff, jury duty, or military duty. No more than 501 Hours of Service under this clause shall be credited to an Employee on account of any single continuous period during which the Employee performs no duties (whether or not such period occurs during a single Plan Year). Hours of Service shall be credited under this clause in accordance with the rules of paragraphs (b) and (c) of U.S. Department of Labor Regulation §2530.200b-2, applying the actual hours method described in Labor Regulation §2530.200b-3(a)."

2. New Section 1.22 is added which reads as follows:

"1.22 Year of Service means the 12-month period commencing on the Employee's employment commencement date, and each succeeding 12-month period that commences on

each anniversary of the Employee's employment commencement date, during which the Employee completes not less than 1,000 Hours of Service."

3. Section 2.02 is restated in its entirety to read as follows:

"2.02 EMPLOYER CONTRIBUTIONS. An Employee becomes eligible to receive an allocation of the Foundation's Employer Contributions under Section 3.02 as of the first January 1 or July 1 that falls after the Employee has earned 2 (two) Years of Service and attained the age of 21, provided the Employee is an Eligible Employee on such date. If the Employee is not an Eligible Employee on such date, the Employee will become eligible on the date the Employee becomes an Eligible Employee."

4. Section 3.02 is revised in its entirety to read as follows:

"3.02 EMPLOYER CONTRIBUTIONS. For each Plan Year, the Foundation shall make a cash contribution of 5% of each Participant's Compensation paid while the Participant is eligible under Section 2.02. In its sole discretion, the Foundation's Board of Directors ("Board") may provide for an additional contribution to be paid by the Foundation of any percentage of the Participant's Compensation (not to exceed 5%) that it shall establish by resolution or consent. The Foundation shall remit the Participant's contribution for a Plan Year under this section to the Participant's Funding Vehicle no later than May 31 following the close of the Plan Year, and will account for such contributions in a separate Employer Contributions subaccount."

5. Section 5.04 is moved to Appendix A and redesignated as Section 5.04A. Such redesignated section applies to the Account of a living Participant through December 31, 2019, and to the Account of any deceased Participant who dies before January 1, 2022. (For distributions not subject to the redesignated section, see Section 5.04, as revised.)

6. Section 5.04 is revised in its entirety to read as follows:

"5.04 MINIMUM DISTRIBUTIONS AND DEATH DISTRIBUTIONS

(a) General Rules and Definitions. This section applies to the Account of a living Participant beginning January 1, 2020, and to the Account of any deceased Participant who dies after December 31, 2021. All distributions required under this article will be determined and made in accordance with Code §401(a)(9) and the Regulations thereunder, and the provisions of this section will prevail over any inconsistent provisions of the Plan. (For Participant Accounts not subject to this section, see Appendix A.)

For purposes of this section:

(1) *Designated Beneficiary* means a Beneficiary who is a designated beneficiary under Regulation §1.401(a)(9)-4.

(2) *Distribution Calendar Year* means a calendar year for which a minimum distribution is required. For distributions beginning before the Participant's death, the first

Distribution Calendar Year is the calendar year immediately preceding the calendar year which contains the Participant's Required Beginning Date. For distributions beginning after the Participant's death, the first Distribution Calendar Year is the calendar year in which distributions are required to begin under subsection (d).

(3) *Eligible Designated Beneficiary* means a Participant's Designated Beneficiary who, as of the date of the Participant's death, is (i) the Participant's surviving spouse, (ii) the Participant's child who has not attained the age of majority, (iii) disabled within the meaning of Code §72(m)(7), (iv) certified as chronically ill within the meaning of Code §7702B(c)(2) where the illness is indefinite in time and expected to be lengthy, or (v) no more than 10 years younger than the Participant.

(4) *Life Expectancy* means life expectancy as computed by use of the Single Life Table in Regulation §1.401(a)(9)-9.

(5) *Multi-Beneficiary Trust* means a trust which has more than one Beneficiary, all of which are Designated Beneficiaries for purposes of this section, and at least one of which is described in paragraph (3)(iii) or (iv).

(6) *Participant Account Balance* means the Account balance as of the last valuation date in the calendar year immediately preceding the Distribution Calendar Year (the "valuation calendar year") increased by the amount of any contributions made and allocated or forfeitures allocated to the Account as of dates in the valuation calendar year after the valuation date and decreased by distributions made in the valuation calendar year after the valuation date. The Participant Account Balance for the valuation calendar year includes any amounts rolled over or transferred to the Plan either in the valuation calendar year or in the Distribution Calendar Year if distributed or transferred in the valuation calendar year.

(7) *Required Beginning Date* means the April 1 following the close of the calendar year in which the Participant attains age 72 or, if later, the April 1 following the close of the calendar year in which the Participant ceases to be an Employee.

(8) *10-Year Rule* means the applicable Account may be distributed either in full or in part at any time, provided the Account is distributed in full no later than the close of the year in which falls the 10th anniversary of the Participant's death.

(b) Required Minimum Distributions During Participant's Lifetime. During the Participant's lifetime, the minimum amount that will be distributed for each Distribution Calendar Year is the lesser of (i) the quotient obtained by dividing the Participant Account Balance by the distribution period in the Uniform Lifetime Table set forth in Regulation §1.401(a)(9)-9, using the Participant's age as of the Participant's birthday in the Distribution Calendar Year, or (ii) if the Participant's sole Designated Beneficiary for the Distribution Calendar Year is the Participant's spouse, the quotient obtained by dividing the Participant Account Balance by the number in the Joint and Last Survivor Table set forth in Regulation §1.401(a)(9)-9, using the Participant's and spouse's attained ages as of the Participant's and spouse's birthdays in the Distribution Calendar Year. The required minimum distribution for the

Participant's first Distribution Calendar Year will be made on or before the Participant's Required Beginning Date. The required minimum distribution for other Distribution Calendar Years, including the required minimum distribution for the Distribution Calendar Year in which the Participant's Required Beginning Date occurs, will be made on or before December 31 of that Distribution Calendar Year. Required minimum distributions will be determined under this subsection beginning with the first Distribution Calendar Year and up to and including the Distribution Calendar Year that includes the Participant's death.

(c) Required Minimum Distributions to Designated Beneficiaries. If, by September 30 of the year following the year of the Participant's death there is a Designated Beneficiary, the Account shall be distributed in accordance with the 10-Year Rule and otherwise in accordance with any election by the Designated Beneficiary under Section 5.02; provided, however, that if the Beneficiary is an Eligible Designated Beneficiary, the Account may, at the Beneficiary's election, be distributed in accordance with subsection (d). The interest of an Eligible Designated Beneficiary described in clause (ii) of paragraph (3) of subsection (a) who attains the age of majority shall be distributed in full no later than 10 years after the date the child attained the age of majority.

(d) Required Minimum Distributions to Eligible Designated Beneficiaries. A deceased Participant's Account may be distributed to an Eligible Designated Beneficiary either in accordance with subsection (c) or the rules of this subsection.

(1) *Surviving Spouse.* If the Participant's surviving spouse is the Participant's sole Eligible Designated Beneficiary, the minimum amount distributable under this paragraph for a Distribution Calendar Year after the year the Participant dies is the quotient obtained by dividing the Participant Account Balance by the remaining Life Expectancy of the surviving spouse. The surviving spouse's remaining Life Expectancy is calculated for each Distribution Calendar Year, after the year of the Participant's death and through the year of the spouse's death, using the surviving spouse's age as of the spouse's birthday in that year. If the surviving spouse does not die before distributions under this paragraph begin, then distributions to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died or, if later, by December 31 of the calendar year in which the Participant would have attained age 72.

(2) *Other Eligible Designated Beneficiaries.* If an individual other than the Participant's surviving spouse is the Participant's Eligible Designated Beneficiary, the minimum amount distributable under this paragaph for a Distribution Calendar Year after the year the Participant dies is the quotient obtained by dividing the Participant's Account Balance by the remaining Life Expectancy of the Participant or the Account's oldest nonspouse Eligible Designated Beneficiary, whichever is longer. The Participant's remaining Life Expectancy is calculated using the age of the Participant in the year of death, reduced by one for each subsequent year, and the Eligible Designated Beneficiary's remaining Life Expectancy is calculated using the age of the Eligible Designated Beneficiary in the year following the year of the Participant's death, reduced by one for each subsequent year.

(3) *No Designated Beneficiary.* If, as of September 30 of the year following the year of the Participant's death, the Participant's Beneficiary is the Participant's estate or other person who is not a Designated Beneficiary, the entire Account will be distributed in accordance with the 10-Year Rule, except that the rule shall be applied on the basis of 5 years instead of 10.

(d) Other Rules

(1) *Small Account Balances*. Notwithstanding any other provision of this section, if any separate Account of a deceased Participant or a Beneficiary does not exceed $5,000, the Account will be distributed to the Beneficiary (or the estate, if no Beneficiary) in a single sum as soon as is administratively practicable.

(2) *Multiple Designated Beneficiaries.* The Administrator may establish separate Accounts for each Designated Beneficiary by September 30 of the year following the year of the Participant's death. If such separate Accounts are established, the provisions of this section shall apply separately to each such Account.

(3) *Multi-Beneficiary Trust.* If the terms of a Multi-Beneficiary Trust require that it be divided immediately upon the Participant's death into separate trusts for each trust beneficiary, then the required minimum distribution for the year is determined separately under subsection (d)(2) for each Eligible Designated Beneficiary described in clauses (iii) and (iv) paragraph (3) of subsection (a). If the terms of a Multi-Beneficiary Trust provide that no individual other than an Eligible Designated Beneficiary described in such clauses has a right to the Participant's Account so long as that Eligible Designated Beneficiary is alive, then the required minimum distribution for the year is the amount determined under subsection (d)(2), and all other Designated Beneficiaries shall be treated as a Beneficiary of such Eligible Designated Beneficiary.

(4) *Deceased Individual with No Beneficiary.* Distribution of a deceased individual's Account, for which there is no Beneficiary, will be made in accordance with the following order of priority: (i) the individual's surviving spouse; (ii) the individual's surviving children, including adopted children, in equal shares; then (iii) the individual's estate. For purposes of this section, individuals described in clauses (i) and (ii) are Eligible Designated Beneficiaries.

(5) *Alternate Payee Treated as Spouse.* A Participant's former spouse to whom all or a portion of the Participant's Account is subject to assignment under a qualified domestic relations order described in Section 5.06 shall be treated as the Participant's spouse under this section with respect to the portion assigned. This paragraph shall apply to an alternate payee's Account whether or not a separate Account has been established for the alternate payee.

(6) *Beneficiary of a Beneficiary.* The Account of a Beneficiary of a Beneficiary shall be distributed in accordance with the 10-Year Rule.

(7) *Form of Distribution to Beneficiary.* Except as otherwise provided by the Funding Vehicle, a Beneficiary may select any form of distribution available to a Participant under Section 5.02 other than a joint and survivor annuity.

(8) *No Required Minimum Distribution in 2020 Plan Year.* This section does not apply to (i) a Participant's initial Required Minimum Distribution for the 2019 Distribution Calendar Year that must be made no later than April 1, 2020, and (ii) the 2020 Distribution Calendar Year."

7. Section 5.03 is restated in its entirety as follows:

"5.03 <u>Hardship Withdrawal</u>

(a) *General Rule.* Subject to the terms of the applicable Funding Vehicle, a Participant may elect a hardship withdrawal under this section from the Participant's elective deferral account. A hardship withdrawal is a distribution on account of, and necessary to satisfy, an immediate and heavy financial need. Before a Participant may make an election under this subsection, the Participant must have obtained any plan loan and distribution currently available under the Plan and all other plans maintained by the Employer.

(b) *Maximum Amount.* A hardship withdrawal may not exceed the lesser of (i) the amount standing in the Participant's elective deferral account plus the Participant's rollover account and (ii) the amount of the immediate and heavy financial need plus taxes and penalties on the withdrawal.

(c) *Immediate and Heavy Financial Need.* A withdrawal is on account of an immediate and heavy financial need only if the withdrawal is for:

(i) expenses for (or incurred to obtain) medical care described in Code §213(d) for the Participant, or the Participant's spouse, dependents or Beneficiary;

(ii) costs directly related to the purchase (excluding mortgage payments) of a principal residence for the Participant;

(iii) the payment of post-secondary education tuition (and related educational fees, room and board) for the next 12 months for the Participant, or the Participant's spouse, dependent or primary Beneficiary at the time of the hardship;

(iv) to prevent the eviction of the Participant from the Participant's principal residence or the foreclosure on the mortgage of the Participant's principal residence;

(v) funeral expenses of the Participant's deceased spouse, parent, dependent or primary Beneficiary; or

(vi) expenses to repair damage to the Participant's principal residence that are described in Code §165.

The Participant shall provide reasonable documentation evidencing the immediate and heavy financial need. For purposes of this subsection, a "dependent" means a dependent as defined in Code §152, but determined without regard to Code §151(b)(1), (b)(2) and (d)(1)(B).

(d) *Withdrawal Must be Necessary to Satisfy Financial Need.* A hardship withdrawal must be necessary to satisfy the financial need. This requirement is satisfied only if (i) the withdrawal does not exceed the amount of the financial need, including federal and state income taxes reasonably expected to result from the withdrawal itself, and (ii) the Participant has received all other currently available loans and distributions from the Plan."

8. New Appendix A is added, which reads as follows:

"SAN BRUNO COMMUNITY FOUNDATION RETIREMENT SAVINGS PLAN

Appendix A
(CARES Act Temporary Amendments)

5.01A CARES ACT DISTRIBUTION. Notwithstanding any provision of the Plan, and effective as of April 17, 2020, a Participant who has been adversely affected by the Covid-19 pandemic may request one or more distributions (singularly, a "CARES Act distribution") during 2020 from any subaccount in his or her Account up to an aggregate amount of $100,000. To obtain a CARES Act distribution, either (i) the Participant, the Participant's spouse or the Participant's dependent must have been diagnosed with the Covid-19 virus by a test approved by the U.S. Center for Disease Control, or (ii) the Participant must be experiencing adverse financial consequences due to being quarantined, furloughed, laid-off, having reduced work hours, having to care for a child, or the closing or reducing of work hours of a business, due to the Covid-19 virus. The Participant may repay the distribution to the Plan, or to another tax-preferred retirement vehicle (such as an individual retirement account), within three years of receiving the distribution. This section shall be implemented consistent with CARES Act §2202(a), and any Regulations or other official guidance implementing such provision.

6.01A CARES ACT LOAN AND LOAN PAYMENT SUSPENSION. Notwithstanding any contrary provision of Article VI or the Plan's loan policy, effective April 17, 2020, and through September 23, 2020, a Participant who satisfies the conditions for a CARES Act distribution described in Section 5.01A may also, or alternatively, request an additional Participant loan otherwise subject to the provisions of Article VI, even if the Participant is otherwise ineligible for a Participant loan thereunder, subject to the provisions of this section ("CARES Act loan"). A CARES Act loan is a loan that generally meets the requirements set forth in Article VI except that (i) a CARES Act loan shall not count toward the maximum number of loans outstanding, and (ii) for purposes of determining the maximum amount of the CARES Act loan under the loan policy, (1) up to 100% of the Participant's vested Account balance may be taken into account and (2) the $50,000 limit is increased to $100,000. Any loan payment on any outstanding loan (including, but not limited to, a CARES Act loan) that becomes due on or after March 27, 2020, and before January 1, 2021, and that is not actually paid, is suspended and, along with accrued interest, will be rolled into a new loan balance determined as of January 1, 2021, that will be re-amortized over the remaining period of the loan

plus the period of the loan deferment. Any Participant who currently has a loan outstanding that is in default and that has not been offset in accordance with Section 6.09 is ineligible for a CARES Act loan unless the outstanding balance is first repaid. This section shall be implemented consistent with CARES Act §2202(b), and any Regulations or other official guidance implementing such provision."

SAN BRUNO COMMUNITY FOUNDATION

By: _____ Date: _____
Leslie Hatamiya

Title: Executive Director

SAN BRUNO
Community Foundation

Memorandum

DATE: **August 28, 2020**

TO: **Board of Directors, San Bruno Community Foundation**

FROM: **Leslie Hatamiya, Executive Director**

SUBJECT: **Discussion Regarding Upcoming Officer Elections for 2021 Term**

The Foundation's Bylaws provide limited guidance related to the election of officers. Article VIII, Section 2, of the Bylaws states:

> The officers of the Corporation, except the Executive Director and those appointed under Section 3 of this Article [meaning those other than the President, Vice President, Secretary, and Treasurer], shall be chosen annually by the Board for one-year terms starting on January 1 and shall serve at the pleasure of the Board, subject to the rights, if any, of any officer under any contract of employment, and subject to the approval of the City Council.

At its September 7, 2016, meeting, the Foundation Board adopted two documents – (1) San Bruno Community Foundation General Principles Regarding Election of Officers, and (2) San Bruno Community Foundation Process for Electing Officers – which now govern the Foundation's election of officers. Under the Process for Electing Officers:

> Officer elections are held no later than the Board's regular November meeting, so that, per the Bylaws, the San Bruno City Council can consider and approve the officers by December 31. Prior to the making of nominations, the subject of elections will be agendized to give Board members the opportunity to comment.

The Board will elect its 2021 officers, including President, Vice President, Secretary, and Treasurer, at its regular meeting on November 4, 2020. Per the Process for Electing Officers, the subject of these elections has been agendized for the September 2, 2020, Board meeting (as the October 7, 2020, Board meeting is being canceled), giving Board members the opportunity to comment on the elections prior to the November 4 election. Board members will be able to ask questions and make comments on September 2 related to the 2021 officer elections in November.