

East Shore Unitarian Church

Meeting of the Board of Trustees

July 2019 Board Packet

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ESUC Membership at a Glance	
Current Membership	Current Pledging Units
417	?

Note on July Board Packet Contents

The minutes of the June meeting will appear in the appendices (Appendix A). Also, appendices to all reports are collected at the end of the packet and lettered sequentially as shown in the table of contents

Agenda

ESUC Board of Trustees Meeting Agenda

July 16, 2019

Host: Maury Edwards

- 6:45 - 7:00 0:15 Social Gathering
- 7:00 - 7:10 0:10 Timekeeper & Check in All
- 7:10 - 7:20 0:10 Consent Agenda All
- 7:20 - 7:35 0:15 Holly House Update Marci, Jason, Evelyn & Dave
- 7:35 - 7:50 0:15 Mission Fund Drive Update Marci and Jason
- 7:50 - 8:00 0:10 Annual SLT Performance Reviews Dennis
- 8:00 - 8:05 0:05 UUA Leadership training January 2020 Dennis
- 8:05 - 8:30 0:25 Process for HH fund disbursement All
- 8:30 - 8:45 0:15 Salmon Bake & Board Listening Session All
- 8:45 - 9:00 0:15 Executive Session All

Preparation Notes

Review all items of the consent agenda, be prepared to vote to approve all, or move a piece to the regular agenda if discussion is needed. (Please alert Dennis in advance!)

July 2019 Consent Agenda Voting Items

- Approve June 2019 Board Meeting minutes

- Eastside PTSA Sponsorship Agreement
- Banking Changes
- Conflict of Interest Statement for Staff Members
- Conflict of Interest Statement for Board Members

July 2019 Board Reports

Developmental Minister's Report – Rev. Stephen Furrer

Unfolding Growth Plan

- (1) Healing residual wounds – three-part sermon series beginning July 21 holding up the three most recent ESUC ministers and, recognizing that we lead with both our strengths and our weaknesses, honoring the many gifts of their ministries.
- (2) Sunday morning is for welcoming visitors, not for church business: this is to become our all-church mantra. We need to be the antidote to the Seattle Freeze.
- (3) Introduction of Community Night every Tuesday wherein meetings for conducting church business and different social activities are scheduled for either before or after a 4:30 to 6:30 potluck.
- (4) “Path to Inclusion” program for helping new members fully integrate into the congregational community.

We also need to:

- (5) Improve our website. This will enable the outside community to become aware of us and how they can comfortably get connected. This also is a requirement for UU Funding Program grants which we intend to apply for now that we are contributing our Fair Share to the UUA Annual Program Fund.
- (6) We need our members to make a commitment to attending events in the wider community wearing their ESUC T-shirts and inviting connection.

President's Report – Dennis Fleck

This is a short period for the President's report – following our June Board meeting being a week later than normal and my travels impacting getting this to Aimee for inclusion in the Board packet. Thank you, Aimee for all your efforts, each month, to compile our Board packet.

Currently, our cutoff is to have our reports to Aimee on the Wednesday before the Board meeting, with Aimee preparing the first draft of the Board packet the Friday before the Board meeting with Jerry adding late submittals over the weekend. This makes it extremely difficult for our working Board members to have sufficient time to thoroughly read the Board packet prior to the Board meeting. Thus, I have two asks:

· Let's all get our reports to Aimee by her cut-off so that there is no need for late additions. Does anyone see a problem doing this?

· What do you think about having our reports to Aimee the Sunday 9 days prior to the Board meeting so that she can get the packets to our Board members earlier?

I've submitted my notes from GA to Nicole, but would like to share the following which I brought back from the various sessions I attended:

- Ideal Board size for effectiveness is 7 people. 6 elected members plus the minister.
- UUA has a new program called Leader Lab that we should use for Board Members and other lay leaders. Costs \$30/person, uses on-line teaching of classes on a monthly basis. In summer, can take multiple classes.
- Most churches outsource their payroll
- Do pizza meetings after church with childcare to get folks to listen to things like budget hearings
- A significant percentage (or all) of rental income should go to building maintenance reserve.
- Live off the pledge income

Dennis

Treasurer Report – Marcy Langrock

Items below which are bolded and italicized should be added to the list of consent agenda items.

· **Endowment Subcommittee (ES):**

1. The quarterly meeting of the ES will be at the end of this month, after the July board meeting.
2. We received a gift from a long-time member in her will. It would be nice if Steve could write her family a thank you note.

· **Financial Stewardship Standing Committee (FSSC):**

1. The FSSC will not meet this month. Their next meeting will be on August 6th.
2. The FSSC is reviewing the current draft of the Sponsorship Agreement with the Eastside PTSA who are contracting to use our space for their school.
3. When it is returned from the buyer, the FSSC will review the next version of the Purchase and Sale Agreement for the Holly House property.
4. I am planning on drafting a policy to provide more responsive oversight when committees or staff exceed their budgets.
5. The Restricted Funds Policy needs to be updated. The FSSC would like more guidance from the Board before proceeding.
6. FSSC would like us to remember how important membership growth is to our financial stability. Membership growth has the largest and longest-lasting impact to our sustainability.

• **Finance Team:**

1. The Finance Team met on July 9th.
2. Our new bookkeeper, Vanessa and Jason are working on month end and year end reports.
3. The Finance Team will review the latest draft of the Sponsorship Agreement between ESUC and Eastside PTSA.
4. We need to change the signers on our accounts, replacing officers who have left the Board with our new officers. Tom Doe and Dave Baumgart need to be removed. Jerry Bushnell and Mike Radow need to be added. We also need to make sure that Dennis Fleck is on all necessary accounts as President. This needs to happen quickly.
5. Jason is taking time off for the month of August. We will need to make sure we have check signers available for our weekly check run. Jason has also generously agreed to be available for questions during his vacation.
6. The Finance Team was given the proposed change to the Caretaker's title and salary. I am in support of the raise and change in title/ job description which reflects their current job responsibilities.
7. I plan on drafting a procedure for the staff and committees to clarify who can approve expenditures.

• **Treasurer Position and Other Work:**

1. I will help with the onboarding of the new board members. Currently, everyone can attend, except Jeff, before the July Board Meeting.
2. I am looking forward to our Board Retreat in August. We have a lot of work to do and am looking forward to getting acquainted with our new members.

• **Board Goals:**

1. "1. Financial Plan Strategy: 1a., By 12/2019 implementation of Endowment Charter"

§ This was approved at the November board meeting.

2. "1. Financial Plan Strategy: 1c., 6/2020 Holly House Funds disposition vote"

§ Once we have closed on the sale of the property, Financial Stewardship, the Board, Jason, Rev. Steve, and I will work on recommendations for how to use the funds. We will educate and gather input from the congregation. In accordance with all by-laws, we will also hold a vote if the amount dictates it. Additionally, we need to take the following into consideration:

o The Endowment Fund earnings need to be calculated. Currently, we have a "year to date" percentage and a

"since inception" percentage of gains/ losses. We need to determine what our true gains / losses are, excluding any donations, for the past 10 years. An earnings percentage is necessary when comparing other options, such as paying off the mortgage.

o We need to sustain and grow membership. What programming and outreach will help us do this?

3. "2. Developmental Ministry Goals: 2a., Inspire a healthier culture"

- I will work with Aisha, Rev. Steve, Mark and Right Relations to develop objectives and measurements. I anticipate that having a growth in membership and more member retention will be one of the indicators.
- We have executed the contract with Pam Orbach. The Board voted in December to spend the money for her assistance in creating a healthier environment.
- An area of concern for me is the lack of diversity in our leadership. The Nominating Committee has asked numerous people to join leadership positions, such as a board member position. People of color, LGBTQ members, younger adults or people with families are not willing to join. The Nominating Committee is doing their job by inviting people to join. People are just saying “no.” Our job as a board is to be asking the tough questions. We need to be asking WHY people are not joining. What about our culture makes it difficult or unappealing to join? How do we change this and work towards encouraging diverse leadership? Also, while we lack diversity, how are we gathering input from underrepresented groups so that their voices can be heard too?

Executive Director’s Report – Jason Puracal

Topics requiring Board Vote

- Eastside PTSA Sponsorship Agreement (Appendix F)
- Banking changes

Consent Agenda

BOT Goal 1: Financial Strategy. ESUC has a five-year financial strategy. This will be reviewed on an annual basis.

- By 12/2018 we will review the implementation of the endowment charter
- By 6/2019 we will have a congregational vote on disposition of the Holly House property
- By 6/2020 we will prepare the congregation for a vote on use of the proceeds from the Holly House disposition
- The Financial Stewardship Committee did not meet in July. I did, however, email a copy of the DRAFT Eastside PTSA Sponsorship Agreement to the new Chair.
- I have been communicating frequently with the PSA Holly House Task Force, the Broker, and the attorney regarding the Holly House Purchase & Sale Agreement. I also participated in an in-person meeting with the buyer. Due to the sensitive nature of the current negotiations, I will provide a verbal update to the Board during the July meeting.

BOT Goal 2: Developmental Ministry Goals. During the tenure of the Developmental Minister, we will:

- Inspire a healthier culture at East Shore
- Continue to implement policy-based governance
- Establish a leadership and volunteer development program
- Grow membership
- I forwarded resources and past presentation materials to the Executive Committee for onboarding and orientation of new Board Members.

- I attended a meeting with the Developmental Minister and Membership Development Manager to discuss East Shore LIVE. All agreed that we wanted the activity to continue, there was room for improvement in its operations, what tasks should fall to the Membership Development Manager and what oversight requirements would fall to the Music Director. The Music Director later confirmed he is in agreement with the proposed plan.

· Social Media Metrics:

o Yelp for June

- \$ 23 user views
- \$ 7 user leads
- \$ 3 clicks to website
- \$ 4 directions

o Google My Business Report for June:

- \$ 24,600 people found us on Google
- \$ 25 people called
- \$ 733 asked for directions
- \$ 202 visited the website

o ESUC.org Analytics May

- \$ 1,168 users
- \$ 980 New Users
- \$ 1,734 Sessions
- \$ 6,020 Page views
- \$ 2:45 average session
- \$ 39.46% used mobile devices, 6.49% use tablet

o Facebook: 765 Followers

o Instagram: 157 Followers

o Twitter: 47 Followers

BOT Goal 3: Beloved Community. We will nurture a sustainable Beloved Community by making measurable progress moving our congregation from a multi-culturally aware to anti-racist with specific attention to lifelong learning, pastoral care, and theology.

- o Nothing to report for this month.

BOT Goal 4: Strategic Campus Plan. By the 2020 Annual Congregational Meeting, we will have a Preliminary Master Campus Plan that leverages the value of our infrastructure resources for the purposes of:

- Becoming a hub of earth and social justice ministry teams and affiliated outside organizations
- Serving as an emergency preparedness and response center
- Reducing the environmental impact of our facilities and membership activities
- Measuring impact of our earth and social justice activism to ensure the resources of our community are being used most effectively

- **I worked with the Facilities Manager and the Department of Lifelong Learning to draft the ESUC – Eastside PTSA Sponsorship Agreement. The Lifespan Integration Team and the Sponsee have reviewed and provided input to this document. I am submitting for Board approval (submitted separately as a PDF).**

Additional Finance Activities

- I met with the Finance Team. We discussed the new Bookkeeper, the draft June reports, closing fiscal year and opening the new fiscal year, the needed banking changes, the Eastside PTSA Sponsorship Agreement, IRS school requirements, the Caretakers title and salary, the IRS exempt employee salary threshold changes, and the WA Paid Family & Medical Leave filing.
- The May statements submitted to the Board in June have been finalized without change.
- As of the submission of this report, the DRAFT month-end reports created for June 2019 have not been completed. I am working with the new Bookkeeper to have the DRAFT June reports by the Board meeting.
- **The Finance Team discussed the needed changes to the authorized signers to the Chase and Schwab bank accounts given the changes on the Board and addition of the Developmental Minister. I have provided DRAFT required minutes for these changes to the Treasurer and Secretary, along with the Recording Secretary for July 2019. I am requesting Board approval for the following:**
 - o **Chase Checking account**
 - **§ Remove past President, Tom Doe**
 - **§ Add new President and Vice President, Dennis Fleck & Mike Radow**
 - o **Schwab Operating account**
 - **§ Remove past President, Tom Doe**
 - **§ Add new President, Vice President, and Developmental Minister, Dennis Fleck, Mike Radow, Stephen Furrer**
 - o **Schwab Endowment accounts**
 - **§ Remove past President, Tom Doe**
 - **§ Add new Vice President, Mike Radow**
- o The Finance Team discussed potential nondiscriminatory language and filing requirements for religious affiliated schools. Further investigation of the responsibility of such requirements is underway. Nevertheless, there appears to be benefits for the language to be added to our website and printed materials. The Membership Development Manager is coordinating with the Developmental Minister and Department of Lifelong Learning to draft such language.
- o The Finance Team discussed the federal change in the compensation threshold for exempt employees from \$455/week to \$679/week. This change does not affect any current exempt employee at ESUC.
- o I met with the Membership Development Manager to discuss budget issues related to Seabeck, the planned Office Receptionist hire in September, and her professional expense budget for the fiscal year.
- o 2019/20 MFD update (as of 7/10/2019):

o Confirmed \$574,073.04

- § Pledges: 211 of 315 households
- § 4 Waiver
- § 7 No's
- § 9 Life (Members who are not required to pledge)

o 31 Deemed "Likely" representing an additional potential of \$39,768 based on last year's pledge amounts

o There are 21 "At Risk" people who have not pledged or made any contact. These are people who will be getting a letter this month as per our bylaws.

Additional HR Activities

- The SLT discussed the title of the Caretakers, comparing their current ESUC job description to that of the UUA Custodian position which is used to determine pay rate. The SLT and the Building Use Team (Facilities Manager, Caretakers, and Executive Director) agree that there is significant discrepancies between the two and a more appropriate title based upon the responsibilities ESUC requests of the positions would be Sexton. I have written via email to the Chair of the Personnel Committee with copy to the Board Liaison to the Personnel Committee the reasons for a review of such a title change. The Developmental Minister will work with the Personnel Committee to further discuss this issue. No change has been made at this time.
- Through my FY2017/18 Annual Review process, I had formally requested a sabbatical. This was documented and supported by the review team in Treasurer's report in March 2019. During the month of June 2019, the Executive Committee of the Board and my SLT colleagues spoke against this request. My SLT colleagues suggested I instead use my accumulated sick days as mental health days to take a month break during the summer. I have agreed to do this and will be out of the office from August 4, 2019 to Sept 7, 2019. I have added this to the Board Google Calendar. I will make sure the FY2018/19 year-end closing is completed prior to my departure. During this break, I will be still working with the Bookkeeper to make sure July 2019 month end reports are correct as the start of the new fiscal year, and to ensure critical operations of accounting are handled given the new Bookkeeper is still learning East Shore's systems and processes. The Finance Team has expressed their willingness to support in these efforts. I believe the PSA Agreement with the Holly House buyer will be executed before this time, and I have already provided to the attorney and broker all the required documentation per the DRAFT PSA Agreement. There is a chance that we may receive the final settlement on the insurance claim for the damage in our lower parking lot. I will be coordinating with the Facilities Manager and Facilities Team on the execution of the repairs, if this manifests during my break.

Additional Facilities Activities

- The Facilities Team did not meet in June.
- I met with Bert Velasco to discuss potential Eagle Scout projects at East Shore for his son, Kyle.
- I met with Colton Burd to discuss his Eagle Scout project, the removal of the grass outside the North Room to be replaced with pavers. This project has been in discussion by Grounds and the Gallery Teams for some time. Grounds approved the proposal, and I signed the proposal to move the process forward. It is expected to happen during the summer of 2019.

- Advocate Telecom began the process of onboarding all desktop and laptop computers at East Shore for the ongoing IT support. We added the new RE Coordinator laptop, the new ACE laptop, and the Minister's laptop and home desktop computers without increase in price.
- The Collaboration Space conference room training did not go as planned. Nevertheless, Advocate has indicated that they will have the system up and running in time for the July Board meeting. I reserved the space with the Facilities Manager. I plan to send out the Zoom link credentials to the Board once the system operation is confirmed.
- Additional Social Justice Related Activities
- I completed a 20-minute presentation at the CleanTech Alliance Showcase in Seattle regarding the carbon sequestering, bio-based epoxy resin my startup has created.
- I attended by invitation Seattle Innovation Cleantech Summit hosted by the Department of Commerce and the Japanese Consulate.
-

Discussion Agenda

- None at this time.

Addendum, added 7/16/2019

Hello ESUC Board,

Cc: July Recording Secretary, SLT

I am adding the below to my July Board Consent Agenda, however it requires a vote of the Board for a specific request: **to move funds from the Designated Fund General Reserve account to the Operating Fund.**

We are making progress in closing out June. Vanessa, the new Bookkeeper, is participating in a 3-day non-profit accounting workshop with Clark Nuber this week (Mon-Wed from 8:30-4:30pm each day). Because of this necessary training, I have been spending time digging into some of the questions about the draft financial reports for June. Vanessa came in Monday night from 5:30m-8pm to run through the questions with me, however she will not be back in the office until Thursday to make the remaining journal entries to complete the cleanup and closing of the month.

In narrowing down the gap to prepare for closing the fiscal year, it appears we will be close to breaking even except for the \$9,033.00 expense for the Holly House sale legal fees. **I would like to request of the Board authorization to move funds from the Designated Fund General Reserve account to the Operating Fund to cover this unbudgeted expense.** Previously, the Finance Team had anticipated this expense would be covered with the expected deficit for the year, thus why I did not request it before. Now, the Finance Team believes it would be better to make this transfer separately from balancing the deficit for the following reasons:

- It would allow us to track explicitly the HH legal fees that were unbudgeted with a separate journal entry and tag it with the Holly House Project Code, rather than buried in a larger journal entry to cover the potential deficit.

- The final balance of the fiscal year would better represent the SLT's ability and responsibility to stay within the budget per ESUC policies.

Respectfully Submitted,
Jason Puracal
Executive Director

Director of Lifelong Learning's Report – Amanda Uluhan

Children and Youth

The Lifespan Integration Team, and its Children and Youth branch has begun working on curating a curriculum for the RE programs for the 2019-2020 year. We will focus on character building for all ages, including building emotional resilience, grounded in a Unitarian Universalist ethos and identity. We're developing monthly themes in coordination with stories, plays, service-based projects, and developing famous UUs whose stories can support this learning. Our goal is foster community building as we firmly believe that relationships are the strongest foundations of a healthy congregation and RE program.

Our class grades will be K-3, 4-7, and 8-12. This will help to redistribute some of our classes during our OWL heavy programming year.

Our Whole Lives

This summer we are organizing for next year's OWLs programs. This requires scheduling, calendar organizing, coordinating group bonding activities, and connecting with teachers to ensure success. OWL is one of our strongest programs because of the topic and values it promotes. OWL offers a relationship and fact-based perspective to sexuality education that many other programs do not. OWL requires a dedicated pool of volunteer teachers who are supported by our LLL staff to best do their job. It is also our job as staff to hold the community of teachers accountable to the expectations and safety requirements of this position. It is a position of power which we do not take lightly. The OWL program supports a strong structure of safety, offering clear content and boundaries so that the relationships between the children and youth and the adults can be fostered in a healthy way. So many people, including members of our own congregation, experience trauma and abuse in relationships, and having our adult congregants offer a caring hand to children and youth extends the web of safety and support much needed in our world.

Adult Programs

Adult programs continued to be supported by a great group of volunteers. We are planning next year's calendar to offer regular programming, including some such programming on Tuesday nights and of course on Sunday mornings.

Staffing

Staffing now includes Amanda up to full time support for the religious education program, adding ten hours to her schedule, and ten more to Aisha's as well when she returns in August. Our total of 80 hours for LLL is no more than has been allotted in years past to performing similar tasks. Since July 1, Amanda has transitioned from the front office position, and is now sharing an office with Aisha. Although this leaves an empty front office, other staff and the board are searching for committed office volunteers during this period without front office

staff. Our hope is that the board and staff continue to support this transition for LLL and our work to bring Unitarian Universalist ministry into the lives of children and youth.

Aisha has been named president elect to the national board for Liberal Religious Educators Association (LREDA), a position which has begun and in which she will become in one year's time, president of the board. This is her second time serving on the LREDA board and demonstrates her dedication to improving the lives of religious educators, the professionalism of the position, and the development of our faith. She is also working on becoming a master's level credentialed religious educator, the highest level of professional degree for religious educators supported by the UUA.

Amanda will be taking an online training course this summer to further pursue education on curriculum development and planning, a topic she is passionate about. This will be her fifth training course taken with the UUA, and at this point, she will begin pursuing a credentialing program.

Amanda will also be working with the SLT to hire a third childcare provider. This additional support will go into more coverage on Sunday mornings as well as being able to offer more childcare for Tuesday nights at church and other church events.

Summer Schedule

This summer we are offering two Sunday morning RE programs—one for preschoolers, ages 5 and under, and one for ages above that. Amanda has invited members and friends of the congregation to share one of their hobbies or passions with the children. We've hosted a session on yoga, and one on board games. We also have Legos and cooking to look forward to. This is an opportunity for community building and congregation bonding wherein adults that aren't normally interacting in RE are offered a chance to connect with the children and youth of East Shore and share an hour of casual, fun activity-centered time together.

There are also a couple of fun summer events being organized for high school and middle school youth groups. These include a hike, a day at the beach, and movie night.

Several members of our high school youth group also attended a regional UUA summer camp in Idaho.

Respectfully submitted,

Amanda Uluhan, RE Programs Coordinator

Liaison Reports

Right Relations Committee – Mark Norelius

The RRC continues to meet weekly. Most of the right relations committee was able to participate in the General Assembly this year. We are currently gathering ideas on how we can share our new awareness

with the congregation. We are noticing and pleased to see that many of the meetings of the various groups within our church community are choosing without guidance to use the circle format as a way of making sure all voices are heard. We believe this will help move us toward our goal of becoming a “loving, trusting and healthy congregation” as stated in our charter purpose.

The RRC offered guidance to the BOT members who lead the July listening session held July 6th.

The July Community Building Circle will be held July 20th. This month’s topic will be related to Trust.

The Right Relations Facilitation Team met July 9th. Preparation is in progress for the coming Fall changes. To that end the right Relations facilitation team is in the process of putting together a schedule of Community Building Circles that would accommodate and grow participation by the greater congregation. The current intention is to have a monthly topic/focus and then provide four different times throughout the month so that more members can to join in.

Submitted by

Mark Norelius

Board of Trustees Member at Large

Board of Trustees Right Relations Committee Liaison

Policy & Governance Committee – Ann Fletcher

Consent Agenda Items: NONE

Addendum: Policies related to questions from June board meeting

1. I continue to assist the New Holly House Sale Task Force with moving the Purchase and Sale Agreement (PSA) to completion. Besides me, Task Force members are chair Dave Baumgart, Jim Shuman, Jason Puracal (SLT) Evelyn Smith (newly appointed Board liaison). Evelyn has meet twice with the group for orientation and planning sessions. The Task Force met with Craig Nelson, ESUC member, for additional real estate advice. We also met with the buyer and broker July 2 to further the process, and we continue to work with our attorney, as needed on the PSA text. Jason Puracal’s report may provide additional details. The Task Force will function until the sale closes, which will likely occur between January and July of 2020.

2. Michelle Danley (Earth and Social Justice Council) and I met with Dennis Fleck about the need for Board Policy direction to the staff regarding the financial and fundraising processes that they set up for East Shore. Marcy Langrock and I have also talked about related finance needs from the Finance and Financial Stewardship Committees’ point of view. Jason has agreed to do a presentation for team leaders and staff to share guidelines but has specific areas where more board guidance may be needed. P&G will work with Jason and Dennis to determine next steps. (This is an item from June that is still pending.)

3. P&G Committee plans informal meetings this summer to orient our newest member and plan for the years. Mike Radow, the liaison appointed by the Board, and I will meet on Monday, July 15. Another meeting TBD will be held in August. An agenda item for that meeting will be team charter updates.

4. At the June Board meeting several questions about policy surfaced. I have lifted relevant policy language to address those questions in an addendum to this packet.

5. P&G Committee is available to work with the new Board and/or its new members on Policy Based Governance in preparation for the coming year. The Committee is also available to work with the new Board on its annual Board Policy Review, which is required in Section 6 of the Board Policies.

6. Future plans of P&G includes:

*Recruiting new P&G members

*Congregation communications in Beacon in the form of an FAQ on Policy Based Governance

*Governance 101/102 class offered in the fall/winter

Personnel Committee – Jerry Bushnell

Report to Board of Trustees

July 16, 2019

For consent agenda:

1. Approve conflict of interest statement for East Shore Staff members (attached)
2. Approve revised conflict of interest statement for BOT members (attached)

Report:

1. **Maternity Leave Recommendation by personnel committee** for Amanda Uluhan, Religious Education Coordinator.

Our current policy is as follows:

Maternity leave will be granted to a pregnant employee upon receipt of a physician's certification stating that she is unable to work due to pregnancy. Such leave will typically extend six weeks beyond delivery but may be extended, if required for a continuing disability. During this leave the employee may use a combination of accrued vacation, sick leave, and/or discretionary emergency time to continue receiving compensation. The employee will continue to accrue appropriate vacation and sick leave while she is in paid status.

The personnel committee recommends that Amanda be allowed to use up vacation leave and sick leave, and that the board can consider approving paid leave from the time sick and vacation leave are used to allow 3 months total leave. (Starting January 1, 2020, the state FLA fund will be covering 3 months of paid sick leave.) The board can put this on the discussion agenda for August, to decide whether to suspend the current personnel manual recommendations.

2. Recommendations for Personnel Committee involvement in salary/hiring decisions

The personnel committee recommends that they be consulted about proposed changes in compensation for staff members. **Our HR expert on the committee reminds us that we want to match the position (using the job description) to the salary, not the salary to the person. It is also important to stick to our salary guidelines (UUA median) so that there is no favoritism and bias when determining salaries and wages.**

3. Updated spreadsheet with current salaries vs UUA guidelines.

This was updated with the data from the 2019-2020 budget. The committee noted that East Shore had been using the pay range for a religious educator, Master level certified, for Aisha, although the UUA lists her as associate level certified. Evidently this was a decision made by Reverend Elaine Peresluha in the past. We don't know if that decision was shared with a board committee or not.

Overall, we are paying everyone at or above UUA mid-point. The UUA website does not have a title of executive director under administrative positions. The highest they have is director of finance and operations, and we are paying the maximum in that category. For Director of Lifelong learning, we are paying \$2600 over the maximum for the associate level, and exactly at midpoint for the master's level.

4. Preliminary research on Caretaker/Sexton position compensation.

Using: www.payscale.com

Job Description: Sexton
Estimated 10 years' experience
Degree in Mechanical Engineering

Benefits at East Shore, used by payscale.com to calculate salary:

- Paid Vacation
- Sick Leave
- Medical Insurance
- Retirement Plan

Median hourly pay for Bellevue is \$17.27 per hour

Pay range is \$13 to \$23 per hour

Our original research put the range at \$13 to \$22 per hour, with the median at \$16.63, using different assumptions.

The UUA 2019-2020 guidelines custodian have the mid-point at \$17.31 per hour and maximum at \$20.34 per hour.

5. Request by Jason to change title and job description of our custodians

This was received after the last personnel committee meeting and will be discussed at the next meeting.

6. East Shore policy on compensation

Up to now, our policy has been to try to pay at the midpoint of the UUA guidelines. Aisha has mentioned changing this to giving everyone a living wage. This would be a major policy change for the church and should be a matter of board discussion if the board wishes to consider it. Attached as an appendix E is a spreadsheet from <http://livingwage.mit.edu/metros/42660>

Ongoing work:

1. Board Blast done, "What is the Personnel Committee"
2. Review of personnel manual
3. Maternity policy being reviewed, to be up to date with the Washington Family Leave Act which starts 1/1/2020.
4. The personnel committee will be assisting Aisha in writing her new job description and letter of employment

APPENDICES

Appendix A: Minutes from June Board Meeting

ESUC Board of Trustees

June 25, 2019

Draft Minutes

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Agenda

- 6:45 Social Gathering – Jerry Host
- 7:00 Check in and Welcome of New Members All
- 7:15 Timekeeper and Consent Agenda All
May Minutes

- Other Consent Agenda Items
- 7:20 Old Business
 - 350 Eastside Sponsorship Agreement Jason
 - Holly House Sale Update Mark, Jason
 - Annual Report Status Update SLT
 - 2019-2020 Budget and Pledge Update Marcy, Jason
 - Conflict of Interest Statements – Board and SLT Paul
 - 7:40 New Business
 - 7:40 Board Liaison to PSHHTF All
 - 7:45 Feedback received and next steps regarding Board Mark, Steve, Dennis
Statement at the Congregational Meeting – July Bd meeting
or special meeting?
 - 8:00 2018-2019 Non-SLT Performance Appraisals SLT
 - 8:05 New Bd Member Orientation for Evelyn, Mike, TBD
Geoff, and Maury
 - 8:10 Board Retreat Aug 3 (do we add Aug 2 or 4?) Steve & Dennis
 - 8:15 PWR Leadership Class 1/10/20-1/12/20, \$500/person All
 - 8:20 Next steps in use of HH Funds All
 - 8:30 Executive Session
 - 9:00 Adjourn

Upcoming Events

- July Executive Meeting – 7/2/2019, 11 AM to 1 PM
- July Board Packet Items Due – on **or before 7/9/2019**
- July Board Meeting – July 16/2019, Maury Edwards hosts
- Board Buzz due – Friday June 28,2019
- Sunday Service Announcements – 6/30 Geoff, 7/7 Jerry, **7/14 Open**, 7/21 Dennis, **7/28 Open**

Attendance:

Dennis Fleck, Board president, Marcy Langrock, treasurer, Jerry Bushnell, secretary, Maury Edwards, Geoff Selleck, Mark Norelius, Evelyn Smith, Paul Buehrens, Mike Radow
Aisha Hauser, DLL, Stephen Furrer, minister, Jason Puracal, executive director

Guests: Lindsay Fogelquist, Sheridan Botts - chair personnel committee, Ann Fletcher, chair policy and governance, Martin Cox – nominating committee, Clare Shirley

Timekeeper/process checker – Evelyn Smith

Check In: done by all: 7:00 pm

Opening Words: Done by Reverend Stephen Furrer

Consent Agenda

- Approve May 2019 Board Meeting minutes

- Approval of the new Holly House Sale Task Force Charter (Appendix F)
- **Approval of Leroy Smith as Chair of the Financial Stewardship Standing Committee**
- 350 Eastside Sponsorship Agreement (Appendix G)
- Advocate Telecom ongoing IT support proposal (Appendix H)
- Approve Dorothy Hopper and John Reid as life members
- Approve that ESUC endorse the Energy Innovation and Carbon Dividend (EICD Act), US Senate Bill HR 763 (Letter from Climate Action Committee included as Appendix I)
- The Board approves the utilization of listening circles to identify various potential processes to use for the determination as to how the allocated Earth and Social Justice funds from the HH sale will be invested.

Items Removed from Consent agenda

- Advocate Telecom ongoing IT support proposal (Appendix H)

Discussion: The last item, regarding use of listening circles was added just before the meeting,

Paul Buehrens moved, Mark Norelius seconded, that the consent agenda be accepted.

Vote: all in favor, none opposed

350 Sponsorship Agreement

Done as part of the consent agenda

Holly House Sale Update – Ann Fletcher

Ann Fletcher gave us an update.

1. Lot line issue has been resolved, title is cleared
2. Sophia Way lease transition has been resolved
3. Playground issue is nearly resolved, more meetings scheduled
4. Legal fees so far are \$9,000 currently, more than anticipated because of the difficulty with the lot lines

Annual Report Status Update SLT

Plan is to be done by August 1st and published by August 15th.

2019-2020 Budget and Pledge Update Marcy, Jason

Total confirmed pledges 209, for total of \$ 577,013.04

Dennis points out that the fund drive is \$40,000 short of budget at this point

Dennis has recommended personal contact with members who have not pledged for two years, rather than just send a letter

Marcy expressed concern that raises were promised by the staff, without going through the board. The cost is over our budget. Sheridan Botts, chair of the personnel committee recommended that the personnel committee should be consulted for this type of decision.

Aisha noted that our caretakers do not receive a living wage. Jason feels that the SLT has the authority to shift money around, as long as they do not exceed total income. The issue is not the raise, but the process involved.

This issue and the process was discussed .

Recommendation is that this issue be looked at by the personnel committee, with a report back to the board.

Conflict of Interest Statements – Board and SLT Paul

Personnel committee is working on this, and updated forms will be available by next month to put on the consent agenda.

Board Liaison to PSHHTF All 7:35 pm

The committee needs a liaison since Dave Baumgart is no longer on the board. The term of the liaison will be until the sale closes. Benefit to the committee will be have someone give board perspective and communicate with the board. Meetings are as needed, no regular meetings, most work by email

Evelyn Smith volunteered to be the board liaison. This was taken as a motion and Mark seconded.

Vote – Passed unanimously, none opposed

New agenda item: need liaison to policy and governance, Mike Radow was suggested.

Jerry moves that Mike Radow be appointed board liaison to the policy and governance committee, Mark seconded.

Vote - passed unanimously, none opposed

Feedback received and next steps regarding Statement at the Congregational Meeting – July Bd meeting or special meeting? Board Mark, Steve, Dennis

Feedback came in immediately after the meeting regarding the statement acknowledging board shortcomings in directing the Holly House process, several people were upset. Tom, Steve, and Dennis worked up a proposed response to the HHTF, which was not recommended following conversation with a member of the HHTF. Mark discussed the impact of the statement with Right Relations. Pam, Mark, Steve and Dennis subsequently put together a response to the task force members which Dennis delivered. That response invited the task force members to a session with the Board, where the Board could directly hear the impact of the statement upon the task force members. Steve has also been in discussion with HHTF members

Dennis proposes that the board members meet with HHTF members.

Dennis wonders if a meeting should be at a board executive session, which could be at the beginning of the meeting instead of the end.

Each board member gave feedback about having this meeting, and how best to do it.

Consensus is having a separate meeting, with a preference for a dialogue rather than just a listening session

2018-2019 Non-SLT Performance Appraisals SLT

Discussion deferred to a future meeting

New Bd Member Orientation for Evelyn, Mike, TBD

Marcy and Dennis will do the board orientation

Board Retreat Aug 3 (do we add Aug 2 or 4?) Steve & Dennis

Marcy Langrock has volunteered her house for the retreat.

Friday August 2nd we will meet from 6:30 PM to 9 PM

Saturday August 3rd, we will meet from 9 AM to 4 PM

PWR Leadership Class 1/10/20-1/12/20, \$500/person All

Dennis recommends that we send Mike Radow, vice president, and one other board member who will be on the board for the next one to two years.

Next steps in use of HH Funds All

Dennis has recommended using Listening Circles as one tool to get congregational input. This topic will be discussed further, and Dennis has asked for a board member to take the lead on this.

The regular meeting ended 9:50 PM

Respectfully submitted,
Jerry Bushnell, Board Secretary

Appendix B: Addendum from Policy & Governance Committee Regarding Questions That Surfaced at the June Board Meeting

Highlighted areas relate to the issues.

ISSUE: Consultation with relevant Board Committees and/or teams by the SLT. (Personnel opportunity for input into decision to increase caretaker compensation)

2.3 Treatment of Members, Friends, Visitors and Congregants

1. In interacting with congregants, the Staff Leadership Team shall not cause or allow conditions, procedures, or decisions that are unsafe, disrespectful, unnecessarily intrusive, that fail to provide appropriate confidentiality or privacy, or that fail to apply the standards of the Church's mission, vision, and Ends and Unitarian Universalist principles. (May 16, 2006, revised December 19, 2017)

2. The SLT shall work in a collegial and collaborative manner with Board committees, core teams, ministry teams, councils, task forces and other groups in their job-related areas. The SLT shall work cooperatively and in partnership with these groups to achieve the church's Mission, Vision and Ends and Unitarian Universalist Principles by providing opportunities for meaningful input, communicating in a timely manner, and empowering lay leadership. (December 19, 2017)

ISSUE: Incurring additional expenses beyond approved budget. (SLT approval of caretaker compensation increase.

4.2 Delegation to the Staff Leadership Team

1. The congregation-in-meeting holds the polity of East Shore Unitarian Church. Those called or elected by the congregation-in-meeting to serve the church have equal access to that final authority. Called ministers and the Board, falling into that group, carry a simultaneous responsibility to deliver the church's program, to support the development of the church, to facilitate the operations of the church, and to achieve the church's vision, mission, and ministry. The Board generally delegates its responsibility for these purposes to the Staff Leadership Team while maintaining its trusteeship role. Called ministers, and others as the Board sees fit, serve on a Staff Leadership Team to explicitly accomplish these purposes and they are held accountable for their accomplishments. The Board strives to forge a linkage with the Staff Leadership Team that is deeply empowering and profoundly safe. This linkage is founded on Board policy, maintained by vigorous communication, and embodies Unitarian Universalist heritage and principles.

2. The Board generally confines itself to establish the topmost policies, leaving implementation and subsidiary procedure development to the Staff Leadership Team. Ends policies direct the Staff Leadership Team to achieve certain results; Staff Leadership Team limitations policies constrain the Staff Leadership Team to act within acceptable boundaries of prudence and ethics. All Board authority delegated to staff is delegated through the Staff Leadership Team; all responsibility, authority, and accountability of staff is to be phrased as the Staff Leadership Team's proper responsibility, authority, and accountability.

3. The Staff Leadership Team is authorized to establish all further procedures, make all decisions, take all actions, and develop all activities that are consistent with the Board's policies. The Board may, by extending or amending its policies, change areas of the Staff Leadership Team's authority, but will respect the Staff Leadership Team's choices so long as the delegation continues. While always respecting privacy, the Board may obtain information about activities in the delegated areas in order to assure the policies are as effective as intended.

4. The Board may change its policies and thereby change the boundaries of limitations given to the Staff Leadership Team. But as long as any particular delegation of authority is in place, the Board will respect and support the Staff Leadership Team's choices.

5. The Staff Leadership Team reports to the Board for overall achievement of East Shore Unitarian Church's mission, ends, and ministry, perhaps through the medium of their individual reports. Oral discussion of policy and governance should be a routine topic in Board meetings.

6. The Staff Leadership Team may not perform, allow, or cause to be performed any act that is contrary to explicit Board constraints (refer to Staff Leadership Team Limitations policies, section 2) on Staff Leadership Team authority.

7. Should a Staff Leadership Team member deem it necessary to violate Board policy, he or she shall inform the Board President, or another officer if the President is unavailable in a timely manner. Informing is simply to assure that no violation is intentionally kept from the Board; it is not to request approval. Board of Trustee response, either approving or disapproving, does not exempt the Staff Leadership Team member from subsequent Board judgment, nor does it impede any Staff Leadership Team member decision.

8. Staff Leadership Team authority does not extend to interpreting Board policies, or otherwise directing the officers, Trustees at Large, or Board committees or task forces according to Board policies. Nothing in this policy is intended to interfere with mutual interaction about individual understanding of policies.

9. The Staff Leadership Team performance is monitored rigorously, but only in comparison to criteria stated in policy. (March 21, 2006)

2.11 Financial Condition and Activity

With respect to the church's actual ongoing financial condition and activities, the Staff Leadership Team shall not cause or allow the development of fiscal jeopardy or material deviation of actual expenditures from Board priorities. Accordingly, the Staff Leadership Team may not:

1. Expend more funds than have been received in the fiscal year to date, including allowing cash to drop below the amount needed to settle payroll and debts in a timely manner;

2. Fail to inform the Board of any unexpected or undesignated income;

3. Fail to settle payroll and debts in a timely manner;

4. Allow tax payments or other government ordered payments or filings to be overdue or inaccurately filed;

5. Acquire, encumber, or dispose of real property;

6. Fail to appropriately pursue unpaid pledges after a reasonable amount of time;

7. Fail to aggressively pursue unpaid non-pledge receivables after a reasonable amount of time;

8. Allow the soliciting of donations or other fundraising by teams and committees, unless these have been pre-approved by the Board; (2016)

9. Receive, process, or disperse funds under controls insufficient to meet generally accepted standards. These standards shall minimally include the following:

a. All disbursements must be within board approved budget levels

b. Up to \$10,000, checks will be signed by two authorized signators

c. Over \$10,000, checks will be signed by (1) either board President, Vice President or Treasurer and (2) a Staff Leadership Team member

d. Emergency disbursements can be made by authorized signators, with immediate notification to board President and Treasurer

e. All contracts must be within board approved budget levels

f. All contracts must be reviewed by Financial Stewardship Committee after execution

g. Contracts up to \$10,000 may be signed by one Staff Leadership Team member

h. Contracts (including all mortgages or instruments of indebtedness) over \$10,000 must be signed by board President, Vice President or Treasurer

i. One Time Authority: Board may establish separate contract and disbursement policies for capital projects to insure timely, effective management of project.

j. At the end of each fiscal year, any ministry team, committee or fund, as well as their associated charters, (with the exception of Board Committees) which are in good faith deemed to be inactive by the Senior Leadership Team, will be dissolved and all associated fund balances will be distributed to the Operating Fund of the current or subsequent fiscal year, at the Senior Leadership Team's sole discretion. (April, 2016)

(March 20, 2012) (September 20, 2005)(2016)

Appendix C: Conflict of interest statement for East Shore Staff Members

Conflict of Interest Statement

East Shore Unitarian Church

6/6/19 Version

CONFLICT OF INTEREST/OUTSIDE EMPLOYMENT

Employees shall not engage in any other employment or business activity that is incompatible or in conflict with their duties, functions, or responsibilities as an employee. Activities that may constitute a conflict include use of the Congregation's time, facilities, equipment or supplies, or the use of the title, prestige, or influence of the congregation for private gain or advantage. An employee must obtain the prior approval of their Supervisor before engaging in any other such employment or activity. Members of the senior leadership team must obtain prior approval from the board.

An employee shall not engage in any outside activity which, by its nature, hours, or physical demands, would impair the employee's performance of Congregation duties; reflect negatively on the Congregation; or tend to increase the Congregation's obligations or costs for benefits such as sick leave or long-term disability benefits.

If the Congregation and the employee disagree that outside employment creates a conflict of interest or the appearance of a conflict of interest, the board retains the right to make the final determination.

I have read the Conflict of Interest Policy, I understand, and I agree to abide by the terms.

Name

Date

Signature

Date Revised: 6/6/2019

Appendix D: Conflict of interest statement for East Shore Board Members

Eastshore Unitarian Church
Conflict of Interest Policy
Revision 2
6/6/2019

It is the policy of Eastshore Unitarian Church that every Board Member and Officer shall abstain from involvement, whether by voting or otherwise participating in the decision-making process, in those situations where they have or may have a conflict of interest.

A conflict of interest exists where:

- The person(s) has a substantive interest, whether direct or indirect, in the matter at hand or the other party(ies) involved;
- The person(s) is either a director, officer or employee of the other party(ies) involved, or
- The person(s)'s spouse, children, parent or siblings are in substantive relationships with the other party(ies) involved.

In those situations where a conflict of interest does exist or has the potential to exist, any Board Member or Officer aware of such shall notify the president of the Board of Trustees. The president shall notify the minister.

Board Members and Officers are encouraged to participate actively in community and professional activities. Because Board Members and Officers may not always be fully aware of all interagency involvement(s), they should inform the president of the board of trustees of any intentions to participate in any activity that could potentially give rise to a conflict of interest.

I have read the Conflict of Interest Policy, I understand, and I agree to abide by the terms.

Name

Date

Signature

Appendix E: Living Wage Table

From <http://livingwage.mit.edu/metros/42660>

July 14, 2019

Seattle-Bellevue area

For Two Working Adults in the family

Hourly Wages	2 Adults	2 Adults 1 Child	2 Adults 2 Children	2 Adults 3 Children
Living Wage	\$10.77	\$16.06	\$18.63	\$22.90
Poverty Wage	\$3.96	\$5.00	\$6.03	\$7.07
Minimum Wage	\$11.50	\$11.50	\$11.50	\$11.50

For One Working Adult in the family

Hourly Wages	2 Adults (1 Working) 1 Child	2 Adults (1 Working) 2 Children	2 Adults (1 Working) 3 Children	2 Adults (1 Working Part Time) 1 Child*
Living Wage	\$27.34	\$29.95	\$35.96	\$31.30
Poverty Wage	\$9.99	\$12.07	\$14.14	
Minimum Wage	\$11.50	\$11.50	\$11.50	

Hourly Wages	1 Adult	1 Adult 1 Child	1 Adult 2 Children	1 Adult 3 Children
Living Wage	\$15.05	\$29.75	\$34.53	\$44.83

Poverty Wage	\$5.84	\$7.91	\$9.99	\$12.07
Minimum Wage	\$11.50	\$11.50	\$11.50	\$11.50

Appendix F: Eastside PTSA Sponsorship Agreement



East Shore Unitarian Church Member of the Unitarian Universalist Association

Staff Leadership Team
 Rev. Stephen Furrer, Developmental Minister
 Aicha Hauser, Director of Lifelong Learning
 Jason Purcell, Executive Director

Kelsey Creek Home School PTSA
 DBA Eastside Homeschool PTSA
Registered Agent: Washington Congress of Parents and
 Teachers
Registered Address:
 1300 Fawcett Ave., Suite 300
 Tacoma, WA 98402-0000

CONFIDENTIAL, PLEASE

NOT FOR PUBLICATION

ESUC Board approved _____

Sponsorship Agreement

THIS AGREEMENT is made this 17th day of July 2019, with an effective date as of July 17, 2019, by and between East Shore Unitarian Church, ESUC, or simply East Shore, a Washington non-profit corporation, as "Sponsor", and Kelsey Creek Homeschool PTSA, DBA Eastside Homeschool PTSA (EHPTSA), a Washington corporation with 501(c)(3) status, as "Sponsee."

Sponsor is fee owner of certain improved parcel of real property having the street address of 12700 SE 32nd St, Bellevue, WA 98005, and legally described as (abbreviated): Lot 092405 block

27 S ½ of SE ¼ of NE ¼ less CO RD, Rec. Nos. 4513485 and 4513486, hereinafter referred to as “Premises.” Additional legal description is listed in Appendix A of this document. Assessor’s Tax Parcel ID#092405-9027-08-000.

The Sponsor’s Congregational Members carry out the mission of the organization through direct service on Ministry and Core Teams. The Lifespan Integration Team (LIT) at East Shore is the group that initiated the Sponsorship relationship between Sponsor and Sponsee in accordance with ESUC Policy 2.16.2, will play an active role in its implementation, and herein be referred to as “Host.”

Sponsor and Sponsee agree as follows:

1. Eligibility for Sponsorship

Sponsee is registered as a non-profit with the State of Washington Department of Revenue, with UBI Number 602-623-156 (See Appendix B).

The purpose of Sponsee is in alignment with the religious educational values and youth-focused origins of Sponsor.

Sponsee’s Global Purpose:

The PTA’s global purpose is to “work for the health, welfare, safety, education, care, and protection of children in the home, school, community, and place of worship.” The Sponsee’s mission is to support the National PTA and Washington State PTA’s purposes and goals within our local region.

Sponsee’s Specialized Purpose:

The Eastside Homeschool PTSA serves children and families who engage in home learning and who attend events and programs facilitated by the Eastside Homeschool PTSA.

We define “home learning” to include:

- A. Independent homeschooling under WA State Home-based Instruction law (RCW 28A.200.010 & RCW 28A.225.010).
- B. Participation in an Alternative Learning Experience (ALE), Parent Partnership program, distance learning program or other public or private program the incorporates homebased study.
- C. A combination of part-time participation in a public or private school and part-time independent home-based study.

Sponsor's Mission:

We practice love, explore spirituality, build community, and promote justice.

Sponsor subscribes to the UU Principles of:

- The inherent worth and dignity of every person;
- Justice, Equity and Compassion in human relations;
- Acceptance of one another and encouragement to spiritual growth in our congregations;
- A free and responsible search for truth and meaning

All of these principles, as well as the part of their Mission to Build Community relate to the purpose and values of Sponsee. In addition, Sponsor has agreed, as outlined below, to teach specific classes to the students of the Sponsee.

The stated purpose of the Lifespan Integration Team per their Board approved Charter (see Appendix C), is to:

Work closely with the Director of Lifelong Learning (DLL) and the RE [Religious Education] Programs Coordinator on overseeing the ways in which faith development and learning needs of all ages are being met at East Shore. The Team will identify any "holes" in programming and work to address them.

The purposes of Sponsor & LIT relate to the purposes of Sponsee. Additionally, the LIT and Sponsee have determined that the activities and curriculum provided by the Sponsee would benefit the Members of the Sponsor and the greater community. Furthermore, the activities and curriculum provided by the Sponsor would benefit the Sponsee. This overlap in programming and audience served further justify a formal relationship. As such, Sponsee's activities will be considered part of the Ministry of the Sponsor.

2. Sponsee Obligations

Sponsee will give the Sponsor contribution for the following benefits:

- i. The relationship between Sponsee and Sponsor is one of cooperation and collaboration in working toward common goals, including providing more opportunities for engaging ESUC congregants and community members in children & youth education.
- ii. Sponsee will provide time at meetings held at Premises to acknowledge support of Sponsor, LLL's purpose, role of Host, and the use of Premises to Sponsee.
- iii. Sponsee will make available at least one position on its Board of Directors for a member of Sponsor to participate in a leadership role for planning and decision making. Sponsor is not obligated to participate.

- iv. Sponsee recognizes Sponsor is limited to only fifteen days per year of business activity, and fundraising has its unique set of restrictions, thus agrees that no business activity including collection of donations or sales may be permitted by the Sponsee on the Premises unless pre-approved by the Staff Leadership Team of the Sponsor.
- v. Sponsee will follow the standard procedures of Sponsor's Facilities Use Terms and Conditions, attached as Appendix D.
- vi. Sponsee will assist with setup and breakdown needs of space. Sponsee recognizes this is critical for the requested time of Use of Premises as Sponsor's paid staff are committed to other duties during this time period, and the space needs to be left ready for the next group using it.
- vii. Sponsee understands that technical assistance requirements beyond basic setup is the responsibility of the Sponsee. The A/V support team from Sponsor can be made available with prior arrangements and potentially at a cost.
- viii. If Sponsee is providing food and/or beverages for its meetings, the Sponsee can choose to utilize East Shore's kitchen and related amenities upon scheduling confirmation with the Facilities Manager of availability and is responsible for all cleanup of the space including dishes, coffee makers, etc. utilized. Any consumables such as compostable paper plates or utensils, recyclable goods, etc. are the responsibility of the Sponsee.

3. Sponsor Obligations

Sponsor agrees to provide to Sponsee the following services:

- i. Sponsee is permitted the use of space on the Premises with a maximum capacity of one hundred ten (110) people twice per week, 11am-4pm on Mondays and 9:30am-3pm on Fridays, from September, 1, 2019 through May 31, 2020. The normal operational rental rate for this space is \$9,225.00 per month. The Sponsor agrees to subsidize the operations of Sponsee's use of the space by providing a discounted rental rate of one thousand dollars (\$1,000.00) per month.
- ii. Sponsee is permitted the additional use of space on the Premises with a maximum capacity of one-hundred ten (110) people once per month as needed and as available, at no extra cost.
- iii. There is overlap of members of Sponsor with members of Sponsee.
- iv. All utilities including WIFI internet are provided at no cost to Sponsee during these predefined times.
- v. Sponsor agrees to allow use of A/V equipment during Sponsee's meeting if prescheduled and dependent upon availability per the Facilities Manager's authorization.
- vi. Sponsor agrees to allow use of a kitchen with all related amenities including dishes, silverware, etc., excluding consumables, during Sponsee's meeting if prescheduled and dependent upon availability per the Facilities Manager's authorization.

4. Host Obligations

The Lifespan Integration Team agrees to support the relationship between Sponsor and Sponsee in the following ways:

- i. The Director of Lifelong Learning and the RE Programs Coordinator will provide guidance when needed to Sponsee.
- ii. Host will provide classes and/or training to teachers for specific curriculum through mutual agreement of Host and Sponsee and at availability based on Host's sole discretion. iii. Host will make a brief introduction at Sponsee's meetings to acknowledge support of Sponsor, LIT purpose, role of Host, and the use of Premises to Sponsee.
- iv. Host will ensure Sponsee is adhering to the Sponsorship Agreement.

5. Use of Premises

Sponsor grants Sponsee and its customers, agents, employees, consultants, and invitees nonexclusive use for vehicular and pedestrian ingress, egress, and access over, upon, across, and through that portion of the property depicted on Appendix E, areas 8, 9, 10, 11, and 12 (the "Access Routes") for the benefit of the Premises. Sponsee recognizes that Sponsor's lower gravel parking lot (10), spaces marked in yellow indicated in Appendix E, are completely off limits due to other commitments of Sponsor for said area during Monday through Friday, 6am to 6:30pm, and unauthorized vehicles found in that area during restricted times may be towed at owner's expense.

Sponsee will NOT remove or alter any displays on the walls, on tables or any other items that are part of the Sponsor's programming. The Sponsee will be permitted limited wall space in some of the rooms, specifically rooms E-202, E-203 and E-204, will have limited wall space designated for the classes. The DLL reserves the right to alter this part of the agreement if the wall space used is interfering with congregation programming.

Sponsee will NOT utilize cabinet spaces in classrooms as these are designated for Sponsor activities. Sponsee will be granted designated storage space in the E-101 closet by the Facilities Manager.

Sponsee will NOT utilize property, materials, or equipment of Sponsor's unless explicitly granted permission through this Agreement. Use of said items such as religious education materials, toys, food, consumables, etc., may be charged to the Sponsee.

6. Health & Safety

For the protection of all, this policy should be communicated to all families visiting East Shore's campus.

The Sponsee agrees to enforce the rules as outlined in their handbook and to abide by the EHPTSA member handbook with regards to details about health and how to respect the needs of the

community. The Sponsee agrees to let the Sponsor know if anyone in the Sponsee’s organization, child or parent member, has symptoms of chicken pox, measles, or other highly infectious disease and agrees to only return to East Shore when they are free from symptoms and no long infectious.

The Sponsee agrees to provide to classroom personnel, teachers and parents, the following Sponsor-provided safety guidelines:

- Earthquake (see Appendix F)
- Fire (see Appendix G)
- Evacuation Plans for first and second floors of Education Building (see Appendix H)

Sponsee agrees to conduct at least one fire drill with the students per school year during the first week of classes using the fire safety guidelines and evacuation plan documents. Sponsee also agrees to review with the classroom personnel and students the provided earthquake drill document one time per school year during the first week of classes.

7. Trademarks and Materials

Subject to the terms and conditions of this Agreement, the Sponsor grants the Sponsee, and the Sponsee grants the Sponsor, the right to use the other party’s trade names, logo designs, trademarks, and organization description as provided in the mutual marketing materials. These assets may be used in any medium of advertising, promotional products, or marketing materials distributed solely in connection with a Sponsee related event and general Sponsor related marketing materials. Both parties agree to use materials according to trademark usage guidelines as provided by the other.

Each party agrees to offer the following materials for marketing and promotional purposes: i. Vector based logo
ii. Organization description
iii. Mission statement

8. Term

This Agreement will be valid for the period of September 1, 2019 to May 31, 2020.

9. Termination by Sponsee

The Sponsee may terminate this Agreement by giving thirty (30) days written notice of its election to Sponsor. Notwithstanding its election to terminate, Sponsee will be held

responsible for all provisions of this Agreement, with particular emphasis as to condition of the Premises, removal of belongings, and return of any materials, equipment, hardware, or software loaned by the Sponsor at Sponsee's expense.

10. Termination by Sponsor

The Sponsor may terminate this Agreement for breach of Agreement by the Sponsee after giving the Sponsee at least ten (10) days prior written notice specifying the nature of the breach and giving the Sponsee at least ten (10) days to resolve such breach. Sponsor may terminate this Agreement for any reason other than Sponsee's breach of Agreement by giving sixty (60) days written notice of its election to Sponsee. Sponsor may terminate this Agreement, immediately upon written notice to Sponsee, if a Force Majeure Event affecting the Premises continues substantially uninterrupted for a period of thirty (30) days or more. As a gesture of courtesy and as a recognition to Sponsee's Program needs, when possible Sponsor will make reasonable efforts to alert Sponsee to future Agreement termination with additional notice beyond the required sixty days.

11. Damages

Sponsee shall repair or reimburse Sponsor for the cost of repairing any damage to the Premises resulting from the use of Premises by Sponsee and its guests. This reimbursement obligation shall survive the expiration or termination of this Lease. Reasonable wear and tear of the Premises is expected.

12. Insurance

Sponsee shall acquire and maintain comprehensive general liability insurance in an amount of not less than one million (\$1,000,000) per occurrence and two million (\$2,000,000) aggregate. **Sponsor shall be named as an additional insured** under such insurance. Sponsee shall provide Sponsor evidence of insurance, and renewal thereof, in the form of a copy of the policy or a certificate of insurance evidencing the required coverage, and naming Sponsor as an additional insured, no later than 30 days after execution of this Agreement. Sponsor can waive this requirement at its sole discretion.

13. Limitation of Liability

- i. Sponsor shall not be liable to Sponsee, and Sponsee hereby waives all claims against Sponsor, for injury or damage to any person or property in or about the Premises and its grounds by or from any cause whatsoever; provided, that nothing contained herein shall relieve Sponsor from liability for any such injury or damage caused by Sponsor's gross negligence or willful misconduct.
- ii. The proceeds of any insurance policies maintained by or for the benefit of Sponsor shall belong to and be paid over to Sponsor. Sponsee shall have no interest in or right to such proceeds and shall make no claim against Sponsor or the insurer for any such proceeds. The insurance coverage which Sponsee is required to maintain hereunder, and any other insurance coverage which Sponsee elects

to maintain, may not decrease the amount of insurance available under any insurance policies maintained by or for the benefit of Sponsor.

- iii. Sponsee, as a material part of the consideration to be rendered to Sponsor, hereby agrees to defend, indemnify, and hold harmless Sponsor against any and all claims, costs, and liabilities, including reasonable attorneys' fees, for damage or injury (1) arising from Sponsee's use of the Premises, or (2) from the conduct of Sponsee's activities on the Premises, or (3) from any activity, work, or thing done, permitted, or omitted by Sponsee or any of Sponsee's agents, contractors, or employees at the Premises, or (4) from Sponsee's breach of any term of this Agreement, or (5) occurring in or about the Premises and its grounds, unless caused by Sponsor's gross negligence or willful misconduct. The provisions of this section 12 shall survive the expiration or termination of this Agreement with respect to any events occurring prior to such expiration or termination.
- iv. Indemnity and Title 51 Waiver: Sponsee agrees to defend and indemnify Sponsor, its officers, directors, board members, employees, volunteers, contractors, subcontractors, and agents from any and all claims related directly or indirectly to operation of the Premises for the purposes stated herein, including claims for bodily injury and property damage, and for damages caused by Sponsee's breach of this Agreement. In addition, Sponsee waives any protections under RCW Title 51 for any claims by employees but only to the extent the claim is related to damages for the sole or concurrent negligence of Sponsee. The defense and indemnity required by this paragraph shall not apply to claims related to claims for damages, to the extent they are caused by the negligence, gross negligence, or willful misconduct of Sponsor.

14. Waiver of Subrogation

Anything in this Agreement to the contrary notwithstanding, Sponsee and Sponsor each waives its entire right of recovery, claims, actions, or causes of action against the other for loss or damage to the Premises or any personal property of such party therein that is caused by or incident to the perils covered by normal All Risk extended coverage clauses of standard fire insurance policies carried by the parties and in force at the time of damage or loss. Each party shall cause each insurance policy obtained by it to provide that the insurance company waives all right to recovery by way of subrogation against either party in connection with any such loss or damage. If either Sponsor or Sponsee is unable to obtain its insurer's permission to waive any claim against the other party, such party shall promptly notify the other party of such inability.

15. Compliance with the Law

Sponsee shall not use the Premises or permit anything to be done in or about the Premises which will in any way conflict with any law, statute, ordinance, or governmental rule or regulation now in force or which may hereafter be enacted or promulgated. Sponsee shall, at its sole cost and expense, promptly comply with all laws, statutes, ordinances, and governmental rules, regulations, or requirements now in force or which may hereafter be in force, and with the requirements of any board of fire insurance underwriters or other similar bodies now or hereafter constituted, relating to, or affecting the conditions, use, or occupancy of the Premises, excluding structural changes not related to or affected

by Sponsee's use of the Premises, improvements to the Premises, or acts. The judgment of any court of competent jurisdiction of the admission of Sponsee or Sponsor in any action against Sponsee or Sponsor, whether the other entity be a party thereto or not, that Sponsee has violated any law, statute, ordinance, or governmental rule, regulation, or requirement, shall be conclusive of the fact as between the Sponsor and Sponsee and shall constitute a breach of contract under this Agreement.

16. Notice

Any notice required or permitted under this Agreement or under state law shall be deemed sufficiently given or served if sent by United States postal mail addressed as follows, or by email, with acknowledgement.

If to Sponsor to: East Shore Unitarian Church, Attn: Director of Lifelong Learning, 12700 SE 32nd Street, Bellevue WA 98005; phone: 425-747-3780; email notices to dll@esuc.org.

If to Sponsee to: Eastside PTSA, Attn: Jen Wilson, 16204 SE 7th St, Bellevue, WA 98008-4916; phone: 425-074-4215; email notices to president@ehptsa.org.

17. Signs

Sponsee will not place any signage, symbols, or other similar materials on the Premises without Sponsor's prior written consent, which consent may be withheld, conditioned, or delayed, in Sponsor's sole discretion.

18. General Provisions

- i. **Attorneys' Fees.** In the event either party requires the services of any attorney in connection with enforcing the terms of this Agreement, or in the event suit is brought by Sponsor for the breach of any covenant or condition of this Agreement, or for the restitution of said Premises to Sponsor during said term or after the expiration thereof, the prevailing party will be entitled to a reasonable sum for attorneys' fees, witness fees, and court costs, including costs of appeal.
- ii. **Choice of Law.** The laws of the State of Washington in which the Premises are located shall govern this Agreement.
- iii. **Cumulative Remedies.** No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.
- iv. **Inability to Perform.** This Agreement and the obligations of Sponsee/Sponsor hereunder shall not be affected or impaired because Sponsor/Sponsee is unable to fulfill any of its obligations hereunder or is delayed in doing so, if such inability is caused by reason of strike, labor trouble, civil strife or insurrection, acts of God, or any other cause beyond the reasonable control of the Sponsor/Sponsee.

- v. **Interpretation.** This Agreement has been submitted to the scrutiny of all parties hereto and their counsel, if desired, and shall be given a fair and reasonable interpretation in accordance with the words hereof, without consideration or weight being given to its having been drafted by any party hereto or its counsel.
- vi. **Margin Headings.** The margin headings and section titles in the sections of this Agreement are for convenience of reference only and are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part hereof.
- vii. **Prior Agreements.** This Agreement contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Agreement, and no prior agreements or understandings pertaining to any such matters shall be effective for any purpose. No provision of this Agreement may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors-in-interest. This Agreement shall not be effective or binding on any party until fully executed by both parties hereto.
- viii. **Recordation.** Sponsee shall not record this Agreement or a short form memorandum hereof without the prior written consent of Sponsor.
- ix. **Severability.** Any provision of this Agreement which shall prove to be invalid, void, or illegal, shall in no way affect, impair, or invalidate any other provision hereof and such other provision shall remain in full force and effect.

19. Authority of Parties

Each individual executing this Agreement on behalf of an organization represents and warrants that (s)he is duly authorized to execute and deliver this Agreement on behalf of said corporation, in accordance with a duly adopted resolution of the board of directors of said corporation or in accordance with the bylaws of said corporation, and that this Agreement is binding upon said corporation in accordance with its terms. In addition, this contract shall be governed by the laws, regulations and ordinances of the City of Bellevue, Washington, King County, Washington, and the State of Washington, and where applicable, Federal laws.

As to Sponsor this 26th day of June 2019

Jason Puracal
Executive Director

East Shore Unitarian Church

As to Sponsee, this 26th day of June 2019

Jen Wilson
President
Eastside Homeschool PTSA

As to Host, this 26th day of June 2019

Aisha Hauser
Director of Lifelong Learning
Lifespan Integration Team, ESUC