



**Executive Committee Meeting**  
**Wednesday, January 8, 2020 ♦ 4:00 – 5:00 PM**

Allan Hancock College - Building B102 (Captain’s Room)  
 800 South College Drive, Santa Maria, California 93454

**AGENDA**

	<b>Page</b>	<b>Tentative Time</b>
1. Call to Order		4:00 PM
2. Roll Call		
3. Public Comment		
<p><i>This section of the agenda is intended for members of the public to address the Executive Committee on items involving the Foundation that are being considered in Open Session. Please note that Directors are prohibited by the Brown Act from responding to comments made regarding topics not on the official agenda. If you wish to speak to any item listed, please complete a Request to Speak Card available from the Executive Director. It is suggested that speakers limit themselves to 5 minutes.</i></p>		
4. Approval of Agenda for January 8, 2020 (ACTION)		4:01 PM
5. Approval of Minutes – October 16, 2019 (ACTION)	1-4	4:02 PM
6. 2020 College Trustee Appointments (Information)		4:03 PM
7. Consent Agenda (ACTION)		4:05 PM
7.A. President’s Circle Committee Report	5	
7.B. Scholarship Committee Report	6	
7.C. Hancock Promise Committee Report	7-8	
8. Finance Committee	9	4:06 PM
8.A. Review of Financial Statements through 11/30/2019 (ACTION)	10-12	
8.B. Review of Revised 2019-2020 Operating Budget (Information)	13	
8.C. Endowment Scholarship and Program Funding 2019-2020 (ACTION)		
9. Review of Master Agreement between the Foundation and District (ACTION)	14-29	4:30 PM
10. Foundation Resolution 2020-01 Authorization of Savings, Checking, and Investment Account Signatures (ACTION)	30-31	4:35 PM



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11. Governance and Nominations Committee	32	4:36 PM
11.A. New Board Member Nomination – Susan Appel (ACTION)	33-34	
11.B. Creation of Advancement Committee (ACTION)	35	
11.C. 2020 Committees and Chairs (ACTION)	36	
12. AHC Foundation Employee Handbook (ACTION)	37-67	4:46 PM
13. Executive Director's Report (Information)		4:49 PM
14. Quarterly Board Meeting – January 23, 2020 – Agenda Review	68	4:52 PM
15. Consideration of New Business		4:55 PM
16. Next Meeting – April 8, 2020, 4:00-5:00 PM, Building B, Captain's Room		
17. Adjournment of Executive Committee Meeting (ACTION)		5:00 PM

*In compliance with the Americans with Disabilities Act, if you need assistance to participate in this meeting, please contact the Allan Hancock College Foundation office at (805) 925-2004. Please make requests 48 hours prior to the meeting in order to make reasonable arrangements to ensure accessibility to this meeting.*

A handwritten signature in blue ink, appearing to read 'Jon Hooten', is written over a horizontal line.

Jon Hooten, Executive Director  
Allan Hancock College – College Advancement

Executive Committee Members:

- Lee-Volker Cox, Chair
- Jim Bray, Director
- Robert Manning, Director
- Mary Nanning, Director
- Glenn Owen, Director
- Guy Walker, Director
- Jeff Hall, AHC Trustee
- Kevin Walthers, AHC President/Superintendent

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*The mission of the Allan Hancock College Foundation is to operate for the advancement of education by raising funds and building community support to meet the needs of the college in the areas of scholarships, capital/infrastructure projects and program support.*

**ALLAN HANCOCK COLLEGE FOUNDATION**  
**A REGULAR MEETING OF THE EXECUTIVE COMMITTEE**  
**Minutes of October 16, 2019**

A regular meeting of the Executive Committee was held on Wednesday, October 16, 2019, at 4:00 p.m. at Allan Hancock College, Captain's Room - Building B102, 800 South College Drive, Santa Maria, California.

**1. Call to Order**

Foundation Board Vice President, Guy R. Walker, called the Executive Committee meeting to order at 4:01 p.m.

**2. Roll Call**

*Present:* Glenn Owen, Guy Walker, Mary Nanning, Bob Manning, Eric D. Smith, Jim Bray, Dr. Lee-Volker Cox

*College Staff:* Jon Hooten, Ph.D.

*Foundation Staff:* Erin Gardner, Marlyn Cox

*Absent:* Jeffery Hall, Dr. Kevin G. Walthers

**3. Public Comment**

*None*

**4. Approval of Agenda (ACTION)**

**MOTION:** On a motion by Director Smith, seconded by Director Manning, the agenda for the October 16, 2019, Executive Committee meeting was approved by unanimous vote.

**5. Approval of Minutes – July 10, 2019 (ACTION)**

**MOTION:** On a motion by Director Nanning, seconded by Director Manning, the minutes were approved by a voice vote. Director Bray abstained.

**6. Consent Agenda (ACTION)**

The consent agenda items are full reports that are included in the agenda for review before the meeting by all Directors. Directors may request to pull items from the consent agenda for further discussion. If no items are requested to be discussed in depth, the items are voted upon as a group.

The President's Circle Committee Report was pulled for review by the Executive Committee.

Dr. Hooten explained that discontinued President's Circle members are comprised of former members that have either moved on or moved out of the area. Dr. Hooten added that the Hancock Promise campaign has not impacted President's Circle memberships while Director Walker noted that Foundation board members are encouraged to join President's Circle in addition to donating to the Promise.

**MOTION:** On a motion by Director Manning and seconded by Director Nanning, the consent agenda was accepted as discussed by unanimous voice vote.

**7. Finance Committee**

Director Owen noted that there are more financial documents than needed in this meeting packet, and reminded the Committee that financials have been consolidated for the Executive Committee and full board. He will only include AHC Foundation Financial Overview – General Operations, AHC Foundation Financial Overview – Foundation, and AHC Foundation Financial Overview – Investments in

his report. Those were the pages discussed during this Committee meeting and those are the only documents that will be passed on to the Foundation's full board.

#### **7.A. Review and Approval of Financial Statements (ACTION)**

Director Owen presented on the financial statements of the Foundation, reconciled through June 30, 2019. The Foundation is on target for what was budgeted for all financials.

Director Owen has requested that staff prepare an analysis of actual drawdowns from the investment funds.

**MOTION:** On a motion by Director Owen and seconded by Director Manning, the Financial Statements were approved to be forwarded for review at the Quarterly Board meeting by unanimous voice vote.

Director Cox joined via teleconference at 4:26 PM.

The Finance Committee has decided to set up a meeting on January 15, 2020 in which investment advisors will present on Foundation investments and how they have been performing over the past year. The Finance Committee will be researching the need for multiple advisors.

Dr. Hooten informed the Committee that the Foundation will be receiving \$123,000 from the District for the next three years to be directed towards operating costs. This will require entering into a new MOU with district that will be discussed during the Committee's January meeting.

In addition to the money that the Foundation will receive from the District, Dr. Hooten is planning to translate the Hancock Promise campaign into a campaign to help with unrestricted funds for the Foundation.

#### **7.B. Endowment Challenge Title III Grant Update**

Staff received a letter dated October 3, 2019, from Dr. James E. Laws, Jr., Division Director, of the U.S. Department of Education, stating the Foundation has been released from the U.S. Department of Education Challenge Title III Grant as of September 30, 2018.

Now that the Foundation has been released, the money will be distributed to Pacific Conservatory Performing Arts (PCPA) Foundation for their *PCPA Forever! Scholarship Endowment*, *Sesto/Severo Endowment*, and *Walter Conrad – PCPA Endowment*.

**MOTION:** On a motion by Director Owen and seconded by Director Nanning, the Title III endowments designated for PCPA Foundation were approved to be forwarded for review at the quarterly board meeting in October by voice vote. Director Bray abstained.

**8. Review Foundation Staff Changes and Salary Schedule (ACTION)**

The Foundation’s employee Ms. Maggie Moreton, Operations Specialist, is on an approved leave of absence status effective August 1, 2019, to fill a district position coordinating AHC’s Bulldog Bound. Ms. Moreton became employed by the district as a temporary Professional Expert while the district approves the position. Ms. Erin Gardner was hired as Administrative Assistant on August 21, 2019, as a temporary employee.

On November 13, 2018, Ms. June Aiello was hired as a full-time Major Gift Officer, with an annual salary of \$53,139, which is Step 4 on the Foundation Salary Schedule, and receives an additional annual cash in lieu of medical benefit of \$5,000.

The Committee reviewed the new staff salary schedule which includes the new Administrative Assistant position.

**MOTION:** On a motion by Director Smith and seconded by Director Owen, the Executive Committee approved the staff changes and salary schedule by unanimous voice vote.

**9. Hancock Promise Campaign Update**

The Hancock Promise Endowment campaign has \$3,524,805 in gifts and pledges toward its \$10 million goal. This total includes the proceeds of a bequest, that matured during the last reporting period, of approximately \$2 million. It also includes the \$1 million multi-year pledge from Rabobank, now Mechanics Bank, which we have been informed will be honored.

Dr. Hooten presented the campaign strategy of focusing on \$25,000 - \$500,000 level for the college’s upcoming centennial year.

The Foundation is planning a solicitation to college vendors during the month of November to support the operations budget.

Director Cox left the meeting via teleconference at 4:46 PM.

The Committee discussed campaign strategies including working together with PCPA and other foundations on campus to ensure transparent donor cultivation strategies.

**10. Quarterly Board Meeting – October 24, 2019**

The Committee discussed changes to the draft agenda for the Quarterly Board Meeting in October.

**MOTION:** On a motion by Director Nanning and seconded by Director Manning, the agenda for the Quarterly Board Meeting in October was approved as amended by unanimous voice vote.

**11. Executive Director’s Report**

Dr. Hooten shared that the final distribution from the Andrastek Living Trust was received in August, 2019 and a \$381,000 endowment has been established with proceeds supporting the AHC Nursing Program.

The Foundation received word that an anonymous donor had passed leaving a \$2 million bequest to the Hancock Promise campaign.

Foundation staff participated in the North County Nonprofit Forum on September 26, 2019. Staff is looking to use techniques discussed to evolve the Foundation's board. These strategies will be discussed with the Governance Committee and implemented at the annual board retreat in January 2020.

**12. Consideration of New Business**

None

**13. Next Meeting - Wednesday, January 8, 2020, 4:00 pm**

The Committee discussed keeping the January 8, 2020 date, but potentially amending the time so that the meeting adjourns at 5:00 pm instead of 6:00 pm.

**14. Adjourn**

**MOTION:** On a motion by Director Owen and seconded by Director Manning, the regular meeting of the Executive Committee was adjourned at 5:01 pm by unanimous voice vote.

<b>To: Executive Committee</b>	<b>CONSENT</b>
<b>From: Maggi Daane, Chair President's Circle Committee</b>	<b>January 8, 2020</b>
<b>Subject: President's Circle Committee Report</b>	

**BACKGROUND****Membership Report**

	<b>July 1, 2019 – October 1, 2019</b>	<b>October 1, 2019 – December 31, 2019</b>
Current	84	71
Pending	3	14
Lapsed	2	3
<b>Total</b>	<b>89</b>	<b>88</b>

Increase in pending members due to annual billing cycle. End of year billing and membership review underway.

**Financial Report**

	<b>July 1, 2019 – October 1, 2019</b>	<b>October 1, 2019 – December 31, 2019</b>
Opening Balance	\$96,866.00	\$70,695.00
<b>Revenue</b>	<b>\$3,519.00</b>	<b>\$20,556.00</b>
Subtotal	\$100,385.00	\$86,251.00
<b>Expenses</b>	<b>\$29,690.00</b>	<b>\$16,440.00</b>
<b>Balance</b>	<b>\$70,695.00</b>	<b>\$69,811.00</b>

**2019-2020 Event Report****HELD:**

- November 16, 2019: *Under the Sea* reception in the Severson – Families included. The event was a success with 85 guests that attended the reception and 74 that attended the show.

**SCHEDULED:**

- April 25, 2020: Joint event with the Encore Circle – this annual event is a favorite and we always have a great response. We are already working with PCPA Development Team and logistics are in place.
- Late June 2020: Afternoon with the President – we are bringing back this popular event, to be held at Riverbench Winery.

Each member of the Foundation's Board of Directors is invited and encouraged to become a member of the President's Circle. The President's Circle is a wonderful way to show your support for Hancock and support the vision of our President.

<b>To: Executive Committee</b>	<b>CONSENT</b>
<b>From: Bob Manning, Chair Scholarship Committee</b>	<b>January 8, 2020</b>
<b>Subject: Scholarship Committee Report</b>	

**BACKGROUND**

The 2019-2020 scholarship cycle is off to a great start.

- Over 350 applications have been started by students.
- The Committee is preparing for the scholarship review process, first meeting coming up in February.
- Text message reminders and social media posts are gearing up for the last couple of weeks to remind students to submit their applications now.
- Deadline to submit applications is February 12, 2020 – please share with any students you know.

The committee is beginning work on the May 21, 2020 scholarship banquet.

<b>To: Executive Committee</b>	<b>CONSENT</b>
<b>From: Guy Walker, Chair Hancock Promise Committee</b>	<b>January 8, 2020</b>
<b>Subject: Hancock Promise Committee Report</b>	

**BACKGROUND**

The Hancock Promise Fund Campaign has \$3,773,932 in gifts and pledges toward its \$10 million goal. This includes \$193,500 of “quiet funds” committed to the Centennial Circle over our public total of \$3,585,431.

**HANCOCK PROMISE (Public Totals)**

Gift Level	Gifts Committed	Total Received	% of Goal	Gifts Needed
\$2,000,000	1	\$2,000,000	100%	1
\$750,000	1	\$1,000,000	133%	1
\$500,000	0	\$0	0%	3
\$250,000	0	\$0	0%	6
\$100,000	0	\$0	0%	10
\$50,000	1	\$71,640	5%	20
\$25,000	5	\$156,000	25%	20
\$10,000	14	\$179,896	29%	50
\$5,000	8	\$27,125	7%	150
<\$5,000	178	\$150,771	21%	450+
<b>TOTALS</b>	<b>208</b>	<b>\$3,585,432</b>	<b>32%</b>	<b>n/a</b>

**FY 2019-2020 HANCOCK PROMISE GOALS**

Source	Goal	Gifts & Pledges	Needed	% of Goal
<b>*The Centennial Circle (&gt;\$10,000)</b>	\$1,000,000	<b>\$193,500</b>	\$806,500	19%
Foundations	\$100,000	\$66,500	\$33,500	67%
Private Receptions/Individuals (\$1,000-\$10,000)	\$50,000	\$62,667	\$0	125%
Corporations/Small Businesses	\$30,000	\$7,461	\$22,539	25%
Affinity Groups	\$25,000	\$0	\$25,000	0%
Community Organizations/Other	\$20,000	\$5,000	\$15,000	25%
<b>TOTALS</b>	<b>\$1,225,000</b>	<b>\$330,128</b>	<b>\$894,872</b>	<b>27%</b>

\*Internal numbers only. Public campaign DOES NOT include Centennial funds.

**The Centennial Fund \$1 million goal - \$188,500 raised to date**

Dr. Walthers hosted the Centennial Circle Reception in his home on November 3, 2019. The event was successful in terms of both fundraising and commitments to fundraise. We welcome your suggestions for additional prospects. Centennial Circle prospects are individuals who can commit to:

- (1) making a \$10,000 gift/pledge, and,
- (2) helping to secure other \$10,000 gifts.

To date, the Centennial Circle has raised \$193,500.

**Foundations \$100,000 goal - \$66,500 raised to date**

Research on new foundation prospects continues and additional proposals for funding are being submitted. Proposals funded since July 1, 2019:

- The Roy & Ida Eagle Foundation - \$25,000
- Mark & Dorothy Smith Family Foundation - \$24,000
- PG&E Corporation Foundation - \$15,000
- McCune Foundation, Hilda Zacarias - \$2,500

**Private Receptions \$50,000 goal - \$62,667 raised to date**

**HELD (since 10/1/19): 10/26/2019 Pam & Bruce Lackey; Janice & Jim Paulsen; Betty & Jack Scully**

This event raised close to \$42,000 and brought in new Promise donors.

**SCHEDULED**

**2/2020 Tracy Beard**

Tracy and her husband will be hosting an event in Solvang at the home of a donor qualified at the \$10,000 level. Additional details TBD.

**4/2020 Frost/Nanning Centennial Circle event**

Prospects have been identified and this event will be hosted by the Nannings and Frosts, jointly.

**Hosts with dates TBD:** Guy Walker (SY Kitchen), Jim Bray (home), Jim Fields & April Gillette (home), and Diane McMahon (home).

**Affinity Groups \$25,000 goal - \$0 raised to date**

We continue to explore how we might be most effective in this effort. We are still in the development stage, having previously identified three potential affinity groups

**Corporations/Small Businesses \$30,000 goal - \$7,461 raised to date**

We have targeted specific donors for repeat giving and anticipate funding in the first or second quarter of 2020.

**Community Organizations / Other \$20,000 goal - \$5,000 raised to date**

Engagement and stewardship are on-going for district community and social clubs (such as Rotary, Kiwanis, Lions, etc.). Cultivation efforts are expected to show a yield during the upcoming quarter.

<b>To: Executive Committee</b>	<b>ACTION</b>
<b>From: Glenn Owen, Chair Finance Committee</b>	<b>January 8, 2020</b>
<b>Subject: Finance Committee</b>	

**BACKGROUND**

**8.A. Review of Financial Statements through 11/30/2019 (ACTION)**

- AHC Foundation Financial Overview – General Operations 11/30/2019 pg. 10
- AHC Foundation Financial Overview – All 11/30/2019 pg. 11
- AHC Foundation Financial Overview – Investments 11/30/2019 pg. 12

**8.B. Review of Revised 2019-2020 Operating Budget (Information)**

The 2019-2020 Operating Budget has been revised to reflect the \$123,000 per year for three years from the district. A copy of the revised budget can be found on page 13.

**8.C. Endowment Scholarship and Program Funding 2019-2020 (ACTION)**

The Finance Committee has reviewed the scholarship and program endowments funding report and its funding recommendation is being forwarded for review by the Executive Committee.

**RECOMMENDATION**

The Finance Committee recommends:

**8.A. Approval of the Financial Statements through 11/30/2019.**

If approved, the Financial Statements through 11/30/2019 will be forwarded to the full board for their review and approval at the January 23, 2020 quarterly meeting.

**8.C. Approval of Endowment Scholarship and Program Funding 2019-2020.**

If approved, the Endowment Scholarship and Program Funding 2019-2020 will be forwarded to the full board for their review and approval at the January 23, 2020 quarterly meeting.

## AHC Foundation Financial Overview - General Operations

Statement of Activity	Actual as of	% of	Budget
	11/30/2019	Budget	2019-20
Support and revenue			
Unrestricted contributions	34,582	87%	39,750
Title 5 support	29,256	45%	65,611
Transfers in:			-
Admin fee @ 1.5%	45,230	55%	81,634
President's Circle Fee @1%		0%	15,000
Title III transfers	121,736	4058%	3,000
Promise fee 1.5%	1,691	23%	7,500
Hansen Proceeds		0%	98,500
Young Proceeds		0%	50,000
Net transfers in	160,657	63%	255,634
Other			425
Total support and revenue	224,495	62%	361,420
Expenditures - See below	(123,297)	32%	(386,420)
Other Income:			
Net realized gain	282		-
Net unrealized gain (loss)	13,142		
Interest and dividends	9,578	38%	25,000
Total other income	23,002	92%	25,000
Change in net assets	124,200		-
Net assets, beginning	155,095		155,095
Net assets, end	279,295		155,095

Statement of Financial Position	Actual as of
	11/30/2019
<b>Assets</b>	
Current Assets	
Cash	273,465
Due from other funds	5,851
Total current assets	279,316
Total assets	279,316
<b>Liabilities and Net assets</b>	
Current liabilities	21
Net Assets	279,295
Total liabilities and net assets	279,316

Expenditures	Actual as of	% of	Budget
	11/30/2019	Budget	2019-20
Advertising and postage	1,411	21%	6,600
Bank and brokerage charges	2,620	18%	14,500
Building and equipment		0%	1,000
Community activities	3,599	24%	15,000
Contracted personal services		0%	6,000
Contracts and leases	1,126	205%	550
Employee benefits	8,636	42%	20,428
Food	979	16%	6,000
Memberships and permits	1,484	59%	2,500
Miscellaneous expense		0%	1,349
Salaries	98,466	39%	249,993
Scholarship banquet support		0%	20,000
Software maintenance agreement		0%	10,000
Supplies and materials	3,085	25%	12,500
Telephone			-
Title III funding		0%	13,500
Travel and conference	1,891	29%	6,500
<b>Total expenditures</b>	<b>123,297</b>	<b>32%</b>	<b>386,420</b>

## AHC Foundation Financial Overview - All

<b>Statement of Activity</b>	<b>Actual as of 11/30/2019</b>
Support and revenue	
Unrestricted contributions	967,034
District support	29,256
Other	686
Total support and revenue	996,976
Expenditures - See below	(930,687)
Other Income:	
Net realized gain	388,335
Net unrealized gain (loss)	327,144
Interest and dividends	210,530
Total other income	926,009
Change in net assets	992,298
Net assets, beginning	27,303,757
Net assets, end	28,296,055

<b>Statement of Financial Position</b>	<b>Actual as of 11/30/2019</b>
<b>Assets</b>	
Current Assets	
Cash	1,280,840
Accounts receivable	106,565
Pledges receivable - current	215,335
Other assets	8,335
Total current assets	1,611,075
Pledges receivable - non current	552,400
Investments	26,140,905
<b>Total assets</b>	<b>28,304,380</b>
<b>Liabilities and Net assets</b>	
Current liabilities	8,324
Net Assets	28,296,055
<b>Total liabilities and net assets</b>	<b>28,304,379</b>

	<b>Actual as of 11/30/2019</b>
Expenditures	
Advertising and postage	4,460
Bank and brokerage charges	101,655
Community activities	15,473
Contracts and leases	1,128
District College Support	18,231
Employee benefits	8,636
Food	19,849
Memberships and permits	3,711
PCPA support	172,321
Salaries	98,466
Scholarships	449,452
Software maintenance	4,445
Student Assistance	12,756
Supplies and materials	16,964
Travel and conference	3,140
<b>Total expenditures</b>	<b>930,687</b>

## AHC Foundation Financial Overview - Investments

	6/30/2019	11/30/2019
Morgan Stanley - UMA Active Assets	\$ 6,216,427	\$ 6,067,619
Morgan Stanley - UMA Unrestricted		\$ 543,016
Morgan Stanley - Boyd Music Program	\$ 2,305,446	\$ 2,338,833
Monarch Wealth Strategies - LPL	\$ 1,643,232	\$ 1,661,856
Monarch Wealth Strategies - LPL - Lahr	\$ 63,490	\$ 68,191
Osher-Bartleson	\$ 121,564	\$ 121,564
Northern Trust - Young	\$ 1,453,787	\$ 1,399,059
Northern Trust - Boyd	\$ 7,508,920	\$ 7,843,715
Santa Barbara Foundation - Hancock Promise	\$ 425,622	\$ 1,080,776
Rabobank Wealth Mgmt. - Boyd	\$ 4,777,850	\$ 5,016,276
<b>Total</b>	<b>\$ 24,516,338</b>	<b>\$ 26,140,905</b>

**Allan Hancock College Foundation  
REVISED Fdtn General Operations**

Fiscal Peiod Start date 07/01/2019  
Fiscal period end date 06/30/2020  
As of date 11/30/2019

Chart of Accounts 3  
Fund 831001 and 831002  
ORG AFN  
Account All  
Program 709001

Allan Hancock College Foundation  
Revised Fdtn General Operations  
AHC Foundation

Account Title	Account Type	Approved Budget	Revised Budget	Year to Date	Available Balance
Non Bargaining Unit	Labor	\$ 249,993	\$ 249,993	\$ 98,466	\$ 181,811
Classified Non Instr FICA-Soc Scrt	Labor	\$ 15,500	\$ 15,500	\$ 6,099	\$ 11,273
Classified Non-Instr FICA-Medicare	Labor	\$ 3,379	\$ 3,379	\$ 1,436	\$ 2,390
Classified Non Instr Health & Wlfr	Labor	\$ 1,200	\$ 1,200	\$ 184	\$ 1,200
Classified Non-Instr SUI	Labor	\$ 672	\$ 672	\$ 168	\$ 504
Classified ETT-Foundation	Labor	\$ 28	\$ 28	\$ 7	\$ 21
Classified Non Instr Workers Comp	Labor	\$ 1,868	\$ 1,868	\$ 742	\$ 1,346
Public Relations/Recognitions	Direct Expenditures	\$ 500	\$ 500	\$ 327	\$ 173
Office/Operational Supplies	Direct Expenditures	\$ 6,000	\$ 6,000	\$ 1,625	\$ 1,257
Non Instr Printing	Direct Expenditures	\$ 6,500	\$ 6,500	\$ 1,460	\$ 4,311
Food - Business Meetings/Events	Direct Expenditures	\$ 6,000	\$ 6,000	\$ 979	\$ 5,021
Indep Contractor (Individuals)	Direct Expenditures	\$ 2,500	\$ 2,500	\$ -	\$ 2,500
Service Contracts (Businesses)	Direct Expenditures	\$ 3,500	\$ 3,500	\$ 1,128	\$ 2,638
Travel - All Travel Costs	Direct Expenditures	\$ 6,000	\$ 6,000	\$ 1,891	\$ 3,260
On-Site-Prof. Develop/Webinars	Direct Expenditures	\$ 500	\$ 500	\$ -	\$ 500
Foundation Community Activities	Direct Expenditures	\$ 15,000	\$ 15,000	\$ 3,599	\$ 12,401
Dues & Memberships	Direct Expenditures	\$ 850	\$ 850	\$ 1,464	\$ 751
Non-Tech Licenses,Permits,Fees	Direct Expenditures	\$ 550	\$ 550	\$ 20	\$ 530
Non-Tech Maintenance Agreement	Direct Expenditures	\$ -	\$ -	\$ -	\$ -
Software Maintenance Agreement	Direct Expenditures	\$ 10,000	\$ 10,000	\$ -	\$ 10,000
Equipment Rental	Direct Expenditures	\$ 850	\$ 850	\$ -	\$ 850
Fngprnt/Bckgrnd/Psy Tst/Poly	Direct Expenditures	\$ 100	\$ 100	\$ -	\$ 100
Postage/Express Services	Direct Expenditures	\$ 2,500	\$ 2,500	\$ 1,001	\$ 1,699
Advertising	Direct Expenditures	\$ 3,430	\$ 3,430	\$ 83	\$ 3,347
Bank Service Charges	Direct Expenditures	\$ 1,500	\$ 1,500	\$ 962	\$ 581
Investment Brokerage Fees	Direct Expenditures	\$ 13,000	\$ 13,000	\$ 1,658	\$ 13,000
Equipment	Direct Expenditures	\$ 1,450	\$ 1,450	\$ -	\$ 1,450
Intrafund Transfers-Out	Direct Expenditures	\$ 31,500	\$ 31,500	\$ 8,000	\$ 23,500
Contributions,Gifts,Grants&Endwmnts	Revenue	\$ 39,750	\$ 39,750	\$ 34,582	\$ 7,203
District/Grant Contribution	Revenue	\$ 65,611	\$ 188,611	\$ 29,256	\$ 48,057
Interest and Investment Income	Revenue	\$ 25,000	\$ 25,000	\$ 9,578	\$ 24,027
Other Local Revenues	Revenue	\$ 425	\$ 425	\$ -	\$ 425
Intrafund Transfer-In	Revenue	\$ 255,634	\$ 133,059	\$ 168,657	\$ 237,022
Realized/Unrealized Gain on Investment		\$ -	\$ -	\$ 13,424	\$ 9,428
Revenue Total		\$ 386,420	\$ 386,845	\$ 255,497	\$ 293,965
Expenditure Total		\$ 384,870	\$ 384,870	\$ 131,297	\$ 22,770
Report Total (of all records) Expenditure Total		\$ 386,420	\$ 1,975	\$ 124,200	

Budget - Intra Fund Transfers-In	Approved Budget	Actuals	Revised
Administration Fee @ 1.5%	\$ 81,634	\$ 36,099	\$ 81,634
President's Circle Fee @ 15%	\$ 15,000		\$ 15,000
Young Unrestricted Endowment	\$ 50,000		\$ -
Unrestricted Endowment Proceeds	\$ 3,000		\$ 8,000
Hancock Promise Gift Fee @ 1.5%	\$ 7,500	\$ 1,691	\$ 7,500
Hansen Unrestricted Endowment	\$ 98,500		\$ 20,925
Title III Endowment Tranfers	\$ -	\$ 121,736	\$ -
	<b>\$ 255,634</b>	<b>\$ 159,525</b>	<b>\$ 133,059</b>

<b>To: Executive Committee</b>	<b>ACTION</b>
<b>From: Jon Hooten, Executive Director College Advancement</b>	<b>January 8, 2020</b>
<b>Subject: Review of Master Agreement between Foundation and District</b>	

**BACKGROUND**

A new Master Agreement between the Foundation and district has been drafted to accommodate the newly approved funding of \$123,000 per year for three years to support the Foundation’s operations. A copy of the proposed new Master Agreement can be found on page 15. A copy of the existing Operating Agreement can be found on page 22 for comparison.

**RECOMMENDATION**

Foundation staff recommends the approval of the Master Agreement. If approved, the recommendation will be forwarded to the full board for their review at the January 23, 2020 quarterly meeting.

**MASTER AGREEMENT BY AND BETWEEN  
ALLAN HANCOCK COLLEGE AND THE  
ALLAN HANCOCK COLLEGE FOUNDATION**

This agreement is made and entered into by and between Allan Hancock College, hereinafter referred to as “the College,” and the Allan Hancock Foundation, hereinafter referred to as “the Foundation,” a nonprofit California auxiliary corporation operated for the benefit of the College (as described in Education Code §§ 72670 et seq.).

**I. BACKGROUND AND PURPOSE**

WHEREAS, the Foundation was incorporated on June 27, 1977, as a nonprofit California corporation, and since that date has operated as an auxiliary organization in support of the District that, according to its Articles of Incorporation, exists to serve the College; and

WHEREAS, the Foundation has developed an impressive track record of generating financial support for the College; and

WHEREAS, the College has found that the administration of the College’s fundraising, development, and Foundation funds-management functions, is most efficiently performed by a private sector, nonprofit entity such as the Foundation; and

WHEREAS, the College provides certain funding to the Foundation for operational costs of personnel who provide services solely for the College’s benefit; and

WHEREAS, the Board of Trustees of the College believes that so long as the Foundation continues to perform adequately certain fundraising, development, and funds management functions for the benefit of the College, the College’s best interests are served by continuing to support the Foundation’s operations through the provision by the College of certain facilities, administrative services, personnel, and other financial support; and

NOW THEREFORE, the College and the Foundation hereby enter into this Master Agreement defining the parameters of their relationship.

## **II. PROVISION OF FUNDS**

In consideration of receiving financial support from the College, the Foundation shall engage in fundraising and development activities pursuant to its Articles of Incorporation and By-laws. College funds shall be limited to annual grants and require annual reporting.

## **III. PROVISION OF SPECIFIED PERSONNEL**

The College's Executive Director of College Advancement has successfully served as the Foundation's Executive Director. The College has paid the salary and the accompanying benefits for this position. The Board of Trustees of the College agrees that this arrangement has proven extremely beneficial to the College. Accordingly, in order to ensure that the various functions performed by the College's Executive Director of College Advancement continue to be successfully performed, the College will continue to provide to the Foundation, at the College's sole cost, the services of its Executive Director of College Advancement to act as the Foundation's Executive Director. The College's Executive Director of College Advancement will continue to provide institutional advancement functions on behalf of the Foundation alongside other duties for the College.

## **IV. USE OF FACILITIES**

In recognition of the benefits that the Foundation provides to the College, at no cost to the Foundation the College will provide certain facilities and property for the Foundation's use. Such facilities and property may include office space, communications and computer equipment, and such other facilities and property as are reasonably available and necessary for the efficient accomplishment of the Foundation's purposes.

To the extent herein provided, the Foundation may occupy, operate, and use College facilities and property separately or jointly with the College. The Foundation will use the facilities and

property only for those services and functions that are consistent with the policies, rules, and regulations adopted by the College's Board of Trustees.

## **V. PROVISION OF SERVICES**

In recognition of the benefits that the Foundation provides to the College, at no cost to the Foundation the College will provide certain services for the Foundation's use. Such services may include custodial and facilities maintenance services, telephone and information systems service and advice, human resource and personnel-related assistance, and other similar services as from time to time may be agreed upon in writing.

Since its founding, the Foundation has administered the College's scholarship, endowments, and donations functions. These functions have included fundraising, donor cultivation, solicitation and relations, and fund management. The Board of Trustees of the College believes that the aforementioned arrangement has proven extremely beneficial to the College and that performing these functions itself would cost the College significantly more than the in-kind services it provides to the Foundation annually. In consideration of the foregoing, the parties agree that the Foundation will continue to perform the College's account functions as expressed above.

## **VI. FINANCIAL REVIEW**

An annual audit of all Foundation funds shall be arranged and provided for by the District.

## **VII. COVENANT**

During the term of this agreement, the Foundation agrees to operate in accordance with state and federal laws governing nonprofit organizations.

## **VIII. RIGHT OF ENTRY**

It is understood and agreed that any time the College and its agents will have the right to enter the described facilities or any part thereof for any purpose.

## **IX. DISPOSITION OF EARNINGS**

Net income generated by the Foundation will be used solely to benefit the College. The Board of Directors of the Foundation will establish and maintain provisions for the acceptance, management and investment of gifts to insure the good stewardship and fiduciary responsibilities of the Foundation.

## **X. ALIGNMENT OF INTERESTS WITH COLLEGE**

So long as this agreement is in force and effect:

- 1) The Board of Directors of the Foundation shall include the President of the College, or his or her designee, as an *ex officio* member.
- 2). The College President shall have the right to cause the Foundation to cease any activity deemed to be contrary to the interests of the College or inconsistent with policies or purposes of the College.

Upon cessation of operations of the Foundation, the net assets of the Foundation resulting or arising from this agreement shall be either transferred to the College or expended for the benefit of the College, consistent with the provisions of the Articles and By-Laws of the Foundation, within ninety (90) days after the effective date of termination of this Agreement. This amount will be equal to the unexpended portion of (1) funds held by the Foundation as of the effective date of this Agreement, and (2) funds raised by the Foundation during the term of this Agreement.

## **XI. PUBLIC RELATIONS**

In close collaboration with the Foundation and at the direction of the Executive Director of College Advancement, the College will manage all public and media relations and advertising involving the Foundation. With respect to expenditures for public relations, marketing, or other purposes, the Foundation may expend funds in such amounts and for such purposes as are approved by the Board of Directors of the Foundation.

## **XII. THIRD PARTY AGREEMENTS WITH FOUNDATION**

The Foundation will not enter into any contract for the benefit of the College or otherwise that seeks to obligate the College without the College President's prior written approval.

## **XIII. INSURANCE, INDEMNIFICATION AND RESTORATION**

The Foundation will continue to be included in the College's insurance policies for all of its regular functions, including liability for actions, covered perils, errors and omissions, and similar coverages. This includes liability and directors' and officers' insurance policies coverage for Foundation directors, officers, and agents.

The Foundation agrees to indemnify, defend, and save harmless the College, its trustees, officers, agents, and employees from any and all losses, damage, or liability that may be suffered or incurred by them, caused by, arising out of, or in any way connected with the use of the described facilities by the Foundation in connection with this Master Agreement.

## **XIV. NON-ASSIGNABILITY**

This Master Agreement is not assignable by either party.

## **XV. TERM OF AGREEMENT**

This Master Agreement will be in effect until it is changed or terminated by written agreement of the parties; however, the Governing Board of the College or the Board of Directors of the Foundation may terminate it upon thirty (30) days' written notice.

## **XVI. NOTICES**

All notices herein required to be given, or which may be given by either party to the other, will be deemed to have been fully given when made in writing and received by the Foundation's President (for the Foundation) or the College's Governing Board President (for the College), at the following address:

800 South College Drive  
Santa Maria, CA 93454

(The remainder of this page was left blank intentionally. Signatures appear on the next page.)

**IN WITNESS WHEREOF**, the parties have executed this Master Agreement in duplicate at Santa Maria, California, as of the date first above written.

**THE COLLEGE**  
**ALLAN HANCOCK COLLEGE**

**THE FOUNDATION**  
**ALLAN HANCOCK COLLEGE**  
**FOUNDATION**

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

Lawrence Lahr  
President, Board of Trustees

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

Lee-Volker Cox  
President, Board of Directors

Date: \_\_\_\_\_

Date: \_\_\_\_\_



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## OPERATING AGREEMENT

**THIS OPERATING AGREEMENT** (The "Agreement") is made and entered into, effective on the date set forth below, by and between **ALLAN HANCOCK JOINT COMMUNITY COLLEGE DISTRICT** (the "District"), and **ALLAN HANCOCK COLLEGE FOUNDATION**, a California nonprofit public benefit corporation (the "Foundation"), with reference to the following facts:

### RECITALS:

- A. The Foundation was incorporated on June 27, 1977, and since that date has operated as an auxiliary organization in support of the District.
- B. The parties desire to enter into this Agreement in order to confirm the terms and conditions on which Foundation shall be authorized to act as an auxiliary Foundation with respect to the District.

### AGREEMENTS:

**NOW, THEREFORE**, the parties hereto, intending to be legally bound, do hereby agree as follows:

#### 1. USE OF NAME

For the term of this Agreement, the Foundation may use the words "Allan Hancock College" as part of its corporate name and otherwise in connection with activities undertaken in compliance with this Agreement.

#### 2. OBLIGATIONS OF FOUNDATION

During the term of this Agreement, Foundation shall:

- 2.1 Activities.** Engage only in those activities that are in support of and consistent with the policies, rules, and regulations of the District.
- 2.2 Income and Assets.** Hold, apply, and expend its income and assets to or for the exclusive benefit of the District; provide in its articles or bylaws that upon dissolution of the Foundation, all of the net assets remaining after payment of the obligations of the Foundation shall be transferred to the District; and upon dissolution of the Foundation, actually transfer such net assets to the District or with the consent of the Board of Trustees of the district, to a nonprofit fund, foundation, or corporation that is organized and operated exclusively for educational purposes and that has established its tax-exempt status under Section 501(c)(3) of the Internal Revenue Code.
- 2.3 Laws.** Operate in strict compliance with (a) Article 6 (commencing with Section 72670) of Chapter 6, part 45 of the California Education Code, as such

provisions read as of August 30, 1980; (b) all other applicable laws, rules, and regulations; and (c) the policies, rules, regulations, and procedures of the District.

**2.4 Report.** Report a minimum of quarterly to the president of the District regarding the operations of the Foundation.

**2.5 Inspection.** Permit the District and its agents, upon reasonable advance notice, to inspect the property, books, and records of the Foundation.

**2.6 Funds.** The District shall deposit all monies of the Foundation to accounts established for that purpose as approved by the Foundation Investment Committee and by the Board of Directors.

**2.7 Audit.** An annual audit of all Foundation funds shall be arranged and provided for by the District. The cost of the audit specific to the Foundation shall be billed to the Foundation by the District.

### **3. FACILITIES AND PERSONNEL**

**3.1 Availability.** From time to time, the District in its discretion may permit the Foundation to use the District's facilities and equipment, and the services of the District's employees on such terms and conditions as are specified in writing by the District.

**3.2 Compensation.** The Foundation shall compensate the District for the use of the District's facilities, equipment, and personnel in such amount, and at such time, as the District shall determine.

### **4. INSURANCE AND INDEMNITY**

**4.1 Insurance and Indemnity.** The District shall provide for the Foundation all risk liability coverage under the terms and conditions of the District's all risk blanket policy. Further, the District will extend its directors and managers errors and omission coverage to include the Foundation board members and managers.

In the Event that the District is unable to secure this stated coverage for the Foundation, the District shall provide 30 days notification to the Foundation of the policy cancellation.

In the event of such notice of cancellation by the District, the Foundation shall secure the appropriate coverage under its own name.

### **5. TERM AND TERMINATION**

**5.1 Term.** The term of this Agreement shall commence on the effective date set forth below and terminate in accordance with Section 5.2, below.

**5.2 Termination.** This Agreement may be terminated by either party (a) without cause, upon sixty (60) days' notice pursuant to this Section 5.2(a), or (b) with cause, immediately upon delivery of notice pursuant to this Section 5.2(b). For purposes of this Agreement, the term "cause" shall mean either a material breach of

this Agreement, or any act of gross negligence or intentional misconduct that is committed by a senior responsible official of either party and that has an adverse impact on the operations or reputation of the other party.

**5.3 Effect of Termination.** Upon termination of this Agreement pursuant to Section 5.2 above:

**5.3.1. Name.** The Foundation shall cease using the words "Allan Hancock College" as part of its corporate name or in any other manner;

**5.3.2. Rights Under Agreement.** Neither party shall have any further rights under this Agreement, except that the obligation of the Foundation to indemnify the District pursuant to Section 4 above shall continue with respect to all actions and activities occurring prior to such termination; and

**5.3.3. Return of Funds.** The Foundation shall pay over to the District:

A. Within ninety (90) days after the effective date of termination of this Agreement, an amount equal to the unexpended portion of (1) funds held by the Foundation as of the effective date of this Agreement, and (2) funds raised by the Foundation during the term of this Agreement;

B. Promptly upon receipt, all monies received by the Foundation after the effective date of termination of this Agreement which represent contributions in satisfaction of pledges received by the Foundation during the term of this Agreement; and

C. Such funds, described in A and B above, paid over to the District, shall be net of operating liabilities incurred during the ordinary course of business effective at the date of termination of this agreement.

## **6. MISCELLANEOUS**

**6.1 Notices.** All notices permitted or required by this Agreement shall be in writing, and shall be deemed to be delivered and received (a) when personally delivered, (b) on the day on which transmitted by facsimile or other similar electronic means generating a receipt evidencing successful transmission, or (c) on the second (2nd) business day after the date on which deposited in the United States Mail, certified or registered mail, postage prepaid, return receipt requested, addressed to the party for whom intended at the facsimile number or address set forth on the signature page of this Agreement, or such other facsimile number or address, notice of which is given in a manner permitted by this Section 6.

**6.2 Assignment.** The Foundation shall not be entitled to assign its rights or delegate its duties under this Agreement, except with the prior express consent of the District.

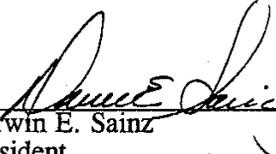
**6.3 Attorneys' Fees.** If litigation arises between the parties, then the party prevailing in that litigation is entitled to recover its reasonable attorneys' fees.

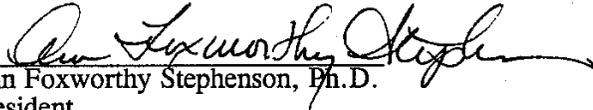
**6.4 Effective Date.** The effective date of this Agreement shall be **April 26, 1994.**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, effective on the date set forth above.

**ALLAN HANCOCK JOINT  
COMMUNITY COLLEGE DISTRICT**

**ALLAN HANCOCK COLLEGE  
FOUNDATION, a California  
nonprofit public benefit  
Corporation**

By   
Darwin E. Sainz  
President  
Board of Trustees  
Allan Hancock Joint Community  
College District

By   
Ann Foxworthy Stephenson, Ph.D.  
President  
Board of Directors  
Allan Hancock College Foundation

Address and Facsimile Number for  
Notices

800 South College Drive  
Santa Maria, CA 93454-6399  
Facsimile No.: (805) 928-7905

Address and Facsimile Number  
for Notices

P. O. Box 5170  
Santa Maria, CA 93456-5170  
Facsimile No.: (805) 922-8722

Date May 6, 1994

Date May 5, 1994

**OPERATING AGREEMENT  
(ADDENDUM NUMBER 1)**

**THIS OPERATING AGREEMENT (ADDENDUM NUMBER 1)** (hereinafter referred to as the "Agreement") is made and entered into as of the 20 day of January, 1998, by and between **ALLAN HANCOCK JOINT COMMUNITY COLLEGE DISTRICT** (hereinafter referred to as the "DISTRICT") and **ALLAN HANCOCK COLLEGE FOUNDATION, A California Nonprofit Public Benefit Corporation** (hereinafter referred to as the "FOUNDATION"), with reference to the following facts:

- A. The District and the Foundation are parties to a certain Operating Agreement dated as of May 6, 1994, relating to the terms and conditions under which the Foundation will carry out its activities in support of the District, and under which the District will make personnel, facilities and/or other financial support available to the Foundation.
- B. The parties wish to recognize and increase the financial support provided by the Foundation to the District, all on the terms and conditions specified herein.

**NOW THEREFORE**, in consideration of the mutual promises, covenants and conditions contained herein, the parties hereto agree as follows:

1. **TRUTH OF RECITALS.** All of the matters specified in Recitals A. through B. above are true and correct as of the date of this Agreement.
2. **EXISTING SUPPORT.** The parties acknowledge that the District currently provides support of the operational expenses of the Foundation in the form of:
  - a. Auditing and accounting services.
  - b. Grounds and building maintenance services.
  - c. Utilities.
  - d. Office space.
  - e. Computer support services.

f. A portion of the Foundation's personnel costs.

3. **ADDITIONAL FUTURE SUPPORT.** In recognition of the Foundation's support of the District, the District shall provide additional support of the operational expenses of the Foundation in the sum of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) per year for not more than five (5) years commencing with the 1997-98 fiscal year. Such additional support shall initially be in the form of payment of a portion of the salary expenses of the Foundation executive director.

The parties may from time to time agree to modify the manner in which such support is provided in order to most economically advance the mutual interests of the District and the Foundation.

4. **NO OTHER MODIFICATION.** Except as provided herein, the Operating Agreement shall remain in full force and effect.

**IN WITNESS WHEREOF** the parties have executed this instrument at Santa Maria, California as of the date and year above first written.

ALLAN HANCOCK JOINT COMMUNITY  
COLLEGE DISTRICT

ALLAN HANCOCK COLLEGE  
FOUNDATION, A California Nonprofit  
Public Benefit Corporation

By:   
ROBERT F. GROGAN  
President,  
Board of Trustees

By:   
CHARLES ADAMS  
President,  
Board of Directors



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## OPERATING AGREEMENT (ADDENDUM NUMBER 2)

**THIS OPERATING AGREEMENT (ADDENDUM NUMBER 2)** (hereinafter referred to as the "Agreement") is made and entered into as of the 21 day of November, 2000, by and between **ALLAN HANCOCK JOINT COMMUNITY COLLEGE DISTRICT** (hereinafter referred to as the "DISTRICT") and **ALLAN HANCOCK COLLEGE FOUNDATION, A California Nonprofit Public Benefit Corporation** (hereinafter referred to as the "FOUNDATION"), with reference to the following facts:

- A. The District and the Foundation are parties to a certain Operating Agreement dated as of May 6, 1994, and a certain Addendum Number 1 thereto, both relating to the terms and conditions under which the Foundation will carry out its activities in support of the District, and under which the District will make personnel, facilities and/or other financial support available to the Foundation.
- B. The parties wish to recognize and increase the financial support provided by the Foundation to the District, all on the terms and conditions specified herein.

**NOW THEREFORE**, in consideration of the mutual promises, covenants and conditions contained herein, the parties hereto agree as follows:

1. **TRUTH OF RECITALS.** All of the matters specified in Recitals A. through B. above are true and correct as of the date of this Agreement.
2. **EXISTING SUPPORT.** The parties acknowledge that the District currently provides support of the operational expenses of the Foundation in the form of:
  - a. Auditing and accounting services.
  - b. Grounds and building maintenance services.
  - c. Utilities.
  - d. Office space.
  - e. Computer support services.
  - f. A portion of the Foundation's personnel costs.
3. **ADDITIONAL FUTURE SUPPORT.** In recognition of the Foundation's support of the District, and in addition to the support currently provided by the District, the District shall provide additional support of the operational expenses of the Foundation in the following sums during the fiscal years specified.

a. Eight thousand dollars (\$8,000.00) during fiscal year 1999-2000, advance of which is acknowledged.

b. Fifteen thousand dollars (\$15,000.00) during fiscal year 2000-2001.

c. Fifteen thousand dollars (\$15,000.00) during fiscal year 2001-2002.

d. Forty thousand dollars (\$40,000.00) during fiscal year 2002-2003.

e. Forty thousand dollars (\$40,000.00) during fiscal year 2003-2004.

f. Thirty-two thousand dollars (\$32,000.00) during fiscal year 2004-2005.

The parties may from time to time agree to modify the manner in which such support is provided in order to most economically advance the mutual interests of the District and the Foundation.

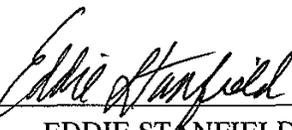
4. **NO OTHER MODIFICATION.** Except as provided herein, the Operating Agreement shall remain in full force and effect.

IN WITNESS WHEREOF the parties have executed this instrument at Santa Maria, California as of the date and year above first written.

ALLAN HANCOCK JOINT  
COMMUNITY COLLEGE DISTRICT

ALLAN HANCOCK COLLEGE  
FOUNDATION, A California Nonprofit  
Public Benefit Corporation

By:   
LAWRENCE LAHR  
President,  
Board of Trustees

By:   
EDDIE STANFIELD  
President,  
Board of Directors

<b>To: Executive Committee</b>	<b>ACTION</b>
<b>From: Jon Hooten, Executive Director College Advancement</b>	<b>January 8, 2020</b>
<b>Subject: Foundation Resolution 2020-01 Authorization of Savings, Checking, and Investment Account Signatures</b>	

**BACKGROUND**

Resolution No. 2020-01 Authorization of Savings, Checking, and Investment Accounts is found on page 31.

Authorized signatories include:

- Kevin G. Walthers, Ph.D., Allan Hancock College Superintendent/President
- Eric D. Smith, Allan Hancock College Associate Superintendent/Vice President, Finance and Administration
- Rebecca Holmes, Allan Hancock College Director, Business Services
- Robert Curry, Ph.D., Allan Hancock College Associate Superintendent/Vice President, Academic Affairs

**RECOMMENDATION**

Foundation staff recommends the approval of Resolution No. 2020-01 as submitted. If approved, the recommendation will be forwarded to the full board for their review at the January 23, 2020 quarterly meeting.

**RESOLUTION NO. 2020-01**  
**A RESOLUTION OF THE ALLAN HANCOCK COLLEGE FOUNDATION**  
**BOARD OF DIRECTORS**  
**AUTHORIZATION OF SAVINGS, CHECKING AND**  
**INVESTMENT ACCOUNT SIGNATURES**

WHEREAS, the establishment of various commercial savings, checking and investment accounts is necessary for the conduct of foundation business; and

WHEREAS, appropriate foundation personnel must be authorized signatories for the accounts;

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Allan Hancock College Foundation hereby authorizes the following individuals as signatories for the Allan Hancock College Foundation savings, checking, and investment accounts.

Any two of the following:

- |       |   |
|-------|---|
| _____ | Kevin G. Walthers, Ph.D.<br>Allan Hancock College Superintendent/President                                    |
| _____ | Eric D. Smith<br>Allan Hancock College Associate Superintendent/Vice President,<br>Finance and Administration |
| _____ | Rebecca Holmes<br>Allan Hancock College Director, Business Services   |
| _____ | Dr. Robert Curry<br>Allan Hancock College Associate Superintendent/Vice President,<br>Academic Affairs        |

PASSED AND ADOPTED BY THE BOARD OF DIRECTORS OF THE ALLAN HANCOCK COLLEGE FOUNDATION this 23rd day of January, 2020.

\_\_\_\_\_  
Mary Nanning, Secretary to the Board of Directors

<b>To: Executive Committee</b>	<b>ACTION</b>
<b>From: Mario Juarez, Chair Governance and Nominations Committee</b>	<b>January 8, 2020</b>
<b>Subject: Governance and Nominations Committee</b>	

**BACKGROUND**

**11.A. New Board Member Nomination – Susan Appel (ACTION)**

Susan Appel nomination form. pg. 33

Susan Appel bio. pg. 34

**11.B. Creation of Advancement Committee (ACTION)**

Advancement Committee charter. pg. 35

**11.C. Committees and Chairs for 2020 (ACTION)**

Proposed committee rosters. pg. 36

**RECOMMENDATION**

The Governance and Nominations Committee recommends:

**11.A. Approval of nomination of Ms. Susan Appel.**

If approved, the nomination of Ms. Appel will be forwarded to the full board for their review and approval at the January 23, 2020 quarterly meeting.

**11.B. Approval of the suggested Advancement Committee including chair and members.**

If approved, the suggested Advancement Committee will be forwarded to the full board for their review and approval at the January 23, 2020 quarterly meeting.

**11.C. Approval of proposed committees and chairs for 2020.**

If approved, the suggested committee members and chairs will be forwarded to the full board for their review and approval at the January 23, 2020 quarterly meeting.



## NOMINATION FOR BOARD OF DIRECTORS

As our communities grow, we will also want and need for this foundation to grow. We are constantly looking for that special person who is a reflection of the vibrant communities we live in and who can help us meet the growing needs of the college, its students and its staff. The following is an excerpt from the roles and responsibilities of the Allan Hancock College Foundation Board of Directors:

**Director's Role:** The Board of Directors of the Allan Hancock College Foundation establishes goals and policies, ensures that adequate resources are available to carry out its policies, and monitors the achievement of its goals. Board members are drawn from the community. They contribute to board diversity and possess these qualifications:

- ◆ Esteemed in the community.
- ◆ Cares about the role and future of Allan Hancock College.
- ◆ Willing to serve a full term and to invest in the foundation and its activities.

Please assist the nominating committee by recommending community members you think should be considered as prospective members to the Foundation Board of Directors. Please remember that this information is strictly for the nominating committee to consider. We ask that you not contact anyone until after the nominating committee has made the decision to invite the prospective nominees to the board.

Name Susan Appel Spouse's Name Michael Dempsey  
 Address 296 Mountain View Dr. City Santa Maria Zip 93455  
 Occupation Project Manager Phone Number 805-478-5140

Why do you think this person would be a good community representative for the board?

Chief steward for \$1,000,000 gift from Rabobank (Mechanics Bank to Hancock Promise - Passionate advocate for Hancock + it's programs  
Past faculty at PCPA (2003-2016)

Please check the education/skills you feel this person could contribute to our board:

- |   |   |   |
|---|---|---|
| <input type="checkbox"/> accounting                     | <input type="checkbox"/> fund raising         | <input type="checkbox"/> philanthropy                   |
| <input type="checkbox"/> advocacy                       | <input type="checkbox"/> investment           | <input type="checkbox"/> planned giving                 |
| <input checked="" type="checkbox"/> community relations | <input type="checkbox"/> legal                | <input checked="" type="checkbox"/> public speaking     |
| <input checked="" type="checkbox"/> education           | <input type="checkbox"/> management           | <input type="checkbox"/> technology                     |
| <input checked="" type="checkbox"/> event planning      | <input checked="" type="checkbox"/> marketing | <input checked="" type="checkbox"/> volunteer at events |

On what other boards has this person served? Career Advisory Boards at Allan Hancock College; S.B. Business College; Scholarship Team for Los Alamos Foundation  
Board member Temple Beth EL (2002-2010)

What other charitable or community activities has this person participated in? led pilot year of community financial literacy work, delivered throughout central coast. Homeowner, parent + active circuit community member 17 years

If the nominating committee selects this person to be nominated, would you be willing to visit with the prospective member and discuss his/her interest in becoming a member of the board?

Yes  No I think \_\_\_\_\_ should be the contact person.

Director Submitting Nomination: \_\_\_\_\_  
Signature Date

3/25/2010

**Susan Appel**

Assistant Vice President, Project Manager  
Mechanics Bank

Susan Appel works as a Project Manager at Mechanics Bank (formerly Rabobank N.A.), the 5<sup>th</sup> largest bank in California. Susan is most proud of her work as the chief steward for Rabobank's landmark \$1,000,000 gift to the Hancock Promise Fund. She has partnered closely with senior management to build programs and foster activities that establish employer brand, support employee development, and encourage employee engagement. She was responsible for the creation and management of the Bank's year-round Professional Internship Program for our local students here on the central coast. She is an active member of the Bank's volunteer arm: Community Leadership Group. This group gives grants to local non-profits while also encouraging employee volunteerism throughout the community. Susan spent her earlier career in the professional theatre, first as an actress and then a teacher of acting. She was an Assistant Professor of Acting at Syracuse University for 4 years, and then a core faculty member in PCPA's Acting Conservatory for 13 years. Susan has a BA in Humanities from University of California, Berkeley and an MFA in Acting from The American Conservatory Theatre.

## Advancement Committee Charter

**Objective:** The Advancement Committee provides vision, leadership, and accountability for all Foundation fundraising and outreach efforts. The Advancement Committee will include subcommittees for the President's Circle and the Ambassadors programs.

**Staff Liaison:** Executive Director

### Committee Functions:

- Recommend priorities for Foundation fundraising that match College's mission, vision, and goals.
- Cultivate and sustain a culture of philanthropy among board members.
- Ensure the development of an annual fundraising plan with attainable goals in collaboration with the Executive Director.
- Provide leadership and support for certain cultivation efforts as appropriate (such as chairing event committees, providing leadership for mini-campaigns, hosting fundraising cultivation events, representing the Foundation in public forums, etc.)
- Provide appropriate oversight for communications, marketing, and other outreach efforts.
- Monitor and encourage participation for annual board giving and involvement in fundraising, including personal follow-up when necessary.
- Monitor fundraising and outreach efforts to ensure that ethical practices are in place, that donors are acknowledged appropriately, and that fundraising efforts are cost-effective.
- Lead the Board in the articulation for philanthropic support.

## Allan Hancock College Foundation - 2020 Committees

### Executive Committee

Staff liaison: Jon/Erin

- **Lee-Volker Cox** (2026) *President/Chair*
- Guy Walker (2022)
- Glenn Owen (2026)
- Jim Bray (2023)
- Bob Manning (2022)
- Mary Nanning (2021)
- Kevin Walthers
- Trustee Jeff Hall

### Finance Committee

Staff liaison: Jon/Marlyn/Keli

- **Glenn Owen** (2026) *Treasurer/Chair*
- Lee-Volker Cox (2026)
- Peggy Hesse (2023)
- Jim Fields (2026)
- Judy Frost (2027)
- Eric Smith

### Governance and Nominations Committee

Staff liaison: Jon/Erin

- **Mario Juarez** (2026) *Chair*
- Judith Dale (2029)
- Judy Frost (2027)
- Ken Ostini (2023)

### Advancement Committee (proposed members)

Staff liaison: Jon

Members:

- **Guy Walker** (2022) *Chair*
- Susan Appel (2030)
- Jim Fields (2026)
- Dr. Kevin Walthers
- George Johnson (2023)
- Doris Lahr (2022)
- Trustee Greg Pensa

### President's Circle Sub-committee

- **Maggie Daane** (2027) *Chair*
- Jim Bray (2023)

### Ambassadors Sub-committee

- **Mike Carroll** (2024) *Chair*
- Rick Rust (2028)
- Frank Campo (2026)
- Rob Klug (2024)
- Cynthia Schur (2028)

### Scholarship Committee

Staff liaison: Natalie

- **Bob Manning** (2022) *Chair*
- Tim Harrington (2027)
- Ken Ostini (2023)

<b>To: Executive Committee</b>	<b>ACTION</b>
<b>From: Jon Hooten, Executive Director College Advancement</b>	<b>January 8, 2020</b>
<b>Subject: AHC Foundation Employee Handbook</b>	

**BACKGROUND**

The Allan Hancock College Foundation employee handbook has been revised and is submitted for review by the Executive Committee. A copy of the revised handbook can be found on page 38.

**RECOMMENDATION**

The staff recommends approval of the employee handbook as submitted. If approved, the handbook will be forwarded to the full board for their review on January 23, 2020 at the quarterly board meeting.



# **EMPLOYEE HANDBOOK**

**2020**

Welcome!

On behalf of the Allan Hancock College Foundation Board of Directors, I extend to you a very warm welcome and congratulations on your position. The Foundation plays a special role—one that faculty, staff and administrators count on in order to help students “Start here. Go anywhere.” As a 501(c)(3) nonprofit organization, the Foundation serves as an auxiliary corporation to Allan Hancock College, providing fundraising and community/outreach support and working to advance the strategic mission and vision of the college.

I’m excited to have you join our team. This handbook is designed to acquaint you with the Allan Hancock College Foundation and provide you with information to help you in your position. If you ever have any questions, please do not hesitate to contact me.

Sincerely,

Jon Hooten, Ph.D.

Executive Director, College Advancement

## GENERAL INFORMATION

### **Equal Employment Opportunity**

The Allan Hancock College Foundation (the “Foundation”) is committed to the active promotion of diversity and equal access and opportunities to all staff, students, and applicants, including qualified members of underrepresented/protected groups. The Foundation assures that no person shall be discriminated against because of race, color, ancestry, religion, gender identity, national origin, age, physical/mental disability, medical condition, veteran status, marital status, or sexual orientation.

### **Proof of U. S. Citizenship and/or Right to Work**

Federal regulations require that new employees must (1) complete and sign Federal Form I-9 (Employment Eligibility Verification Form) within 72 hours of the time of hire; and (2) present documents of identity and eligibility to work in the United States.

### **Employment Clarification**

The Foundation and not the Allan Hancock College Joint Community College District employs the individual. They will be placed on the Foundation ’s payroll. If a person doing Foundation work is being paid as a bona fide contractor or consultant, they will not be an employee of the Foundation or the district. No person may be paid directly out of petty cash or any other such fund for work performed.

### **“At Will” Employment**

All employment and compensation with the Foundation is “at will” in that any employee can be separated with or without cause and with or without notice, at any time, at the option of either the executive director or the employee, except as otherwise provided by law. This means that either side may terminate the relationship at any time, with or without cause and with or without advance notice. The Foundation also retains the right to demote, transfer, change job duties, and change compensation at any time with or without notice and with or without cause in its sole discretion. In deciding to work for the Foundation, or continuing to work for the Foundation, you must understand and accept these terms of employment.

### **Employment Classifications**

At the time an employee is hired, they will be classified as a full-time (exempt or non-exempt), part-time, or temporary employee. All items described in this handbook and communicated by the Foundation apply to all employees, with the exception of certain positions that may be declared to be exempt, in which case they may not qualify for the overtime provision of the Fair Labor Standards Act. If the employee is unsure about their employment classification, they should ask the executive director.

- **Full-time Employees**  
A full-time employee is assigned to work thirty-seven (37) hours per week.
- **Part-time Employees**  
A part-time employee is assigned to work less than thirty-seven (37) hours per week.

- Temporary Employees  
Periodically, the Foundation may hire employees, including students, for specified lengths of time or for the completion of a specific project. An employee hired under these conditions will be considered a temporary employee, even if they work 40 hours or more a week on a temporary basis. The job assignment, work schedule, and duration of the position will be determined on an individual basis, and the employee will be paid an hourly wage. Temporary employees are only eligible for legally required benefits. Those temporary employees who work more than eight (8) hours in one day or more than forty (37) hours during any work week will receive overtime pay.
- Non-Exempt Employees  
Non-exempt employees are those who are eligible to be paid for overtime in accordance with the provisions of applicable state or federal guidelines. All overtime must be approved by an immediate supervisor and all time worked must be recorded.
- Exempt Employees  
Exempt employees are those who are not eligible for overtime pay. Such employees include but are not limited to those employed in an executive, administrative, professional and outside sales capacity.

### **Bonding Requirement**

Under certain circumstances, the Foundation may require that an employee be bonded. It is the responsibility of such an employee to assure that they are bondable. The Foundation will pay the cost of bonding. Should the employee fail to meet these qualifications, they will be subject to separation.

### **Fingerprinting, Background and Drug Testing Requirement**

Before employment, applicants to whom an offer of employment has been delivered will be required to be fingerprinted, and may be tested for drugs as a condition of employment. It is the employee's responsibility to meet these requirements if asked. The Foundation will select the testing agency and pay the cost of tests. Should the records show arrests, convictions, or drug use, the employee may not be hired and may be subject to separation.

### **Anniversary Date**

The first day an employee reports to work is their official anniversary date. The anniversary date is used to compute various conditions and benefits described in this handbook.

### **Probationary Period**

The first six months of employment with the Allan Hancock College Foundation are considered a probationary period. During this probationary period, the executive director will work closely with the employee to help them understand the needs and processes of the job. The probationary period may be extended upon mutual agreement between the employee and the executive director.

At the end of the probationary period, the employee will receive their first evaluation. The completion of the probationary period does not guarantee continued employment for any specified period of time, nor does it require that an employee be discharged only for "cause."

## **Evaluation**

Following the probationary period evaluation, an annual evaluation will be conducted by the executive director.

The evaluation will include written mutually agreed upon goals, as measurable actions, for the upcoming year and will become part of the review process for the year following. The intent of employee evaluation is to provide positive feedback for continuous success of employees at the Foundation. The evaluation must be signed by both the employee and executive director.

The executive director is required to provide information on annual staff evaluations to the Foundation's Executive Board. Annual evaluations are considered to be part of the terms of employment, including salary and benefits.

## **Resignation/ Exit Interview**

If the employee anticipates resigning their position, they are asked to give the executive director at least two (2) weeks advance notice. In instances where an employee voluntarily leaves the Foundation, the employee will be asked to grant the executive director or his/her designee an exit interview to discuss the reasons for leaving and any other impressions that the employee may have about the Foundation. To encourage free communication during the exit interview, all information given will be kept strictly confidential and in no way affect any reference information provided by the Foundation's management to another employer. When called for reference information on former employees, the Foundation will confirm hire date, employment history, separation date, and salary range.

## **Business Hours**

The Allan Hancock College Foundation's regular operating hours are 8 a.m. to 4:30 p.m., Monday through Thursday, and 8 a.m. to 4 p.m., Friday. However, periodically an employee may be required to deviate from these regular hours (i.e., arrive earlier and/or stay later than usual) in order to successfully complete a specific project or to assist with a Foundation event. The Foundation may also consider reducing regular operating hours to meet the needs of the Foundation and the Foundation budget. At the discretion of the executive director, an employee may be required to attend Foundation meetings and/or special events that are not scheduled during regular working hours. In these instances, the employees' work week will be adjusted accordingly.

## **Confidential Information**

Foundation donors and board members entrust the Foundation with important information relating to their businesses and personal situations. The nature of this relationship requires maintenance of strict confidentiality. In safeguarding the information received, the Allan Hancock College Foundation earns the respect and further trust of its donors and board members. Employment with the Allan Hancock College Foundation assumes an obligation to maintain confidentiality, even after the employee terminates employment. Employees may be asked to sign confidentiality agreements to ensure privacy.

Employees should not discuss Foundation business with anyone who does not work for the Foundation, and they should never discuss business transactions with anyone who does not have a direct association with the transaction. If an employee hears, sees, or becomes aware of anyone else breaking this trust, the employee should discuss it with the executive director.

If any person requests information about the Foundation or its donors and the employee is concerned about the appropriateness of giving certain information, the employee is not required to respond. Instead, the employee should refer the request to the executive director.

No one is permitted to remove or make copies of any Foundation records, reports, or documents without prior approval from the executive director.

Because of the seriousness of confidentiality, inappropriate disclosure of confidential information may result in disciplinary action up to and including separation.

### **Immigration Compliance**

The Foundation will comply with applicable immigration laws, including the Immigration Reform and Control Act of 1986 and the Immigration Act of 1990. As a condition of employment, every individual must provide satisfactory evidence of his/her identity and legal authority of work in the United States.

In the event an employment authorization document with an expiration date is used, it is the employee's responsibility to timely renew such identification and present the new documents to the Foundation. Failure to do so will result in termination of employment as required by federal law.

If you have any questions or need more information on immigration law issues, please contact the executive director.

### **Community Relations**

The success of the Foundation depends upon the quality of the relationships between the Foundation, its employees, the donors, board members, and the general public. Donor confidence in the Foundation and their willingness to assist the Foundation is greatly influenced by the people who serve them. Regardless of the employee's position, they are an ambassador of the Foundation, as well as the college. A pleasant demeanor, service mentality, and helpful attitude are absolutely essential as a Foundation employee.

### **Safety**

Each employee is responsible for keeping the workplace and their co-workers safe. The employee should tell the executive director about any perceived hazard that could result in an injury or illness to people on the job. Safety-oriented workshops are periodically provided by the college and Foundation employees are encouraged to attend. At the option of the executive director, employees may be assigned to attend specific workshops. A discussion of Workers' Compensation Insurance and Leave can be found in the "Employee Leave" section of this manual. While working, each employee must always obey state job safety and health laws.

- **Injury/Illness or Accident**

The Federal Occupational Safety and Health Act (OSHA) require an employer to keep records of any illness and/or accident that occurs during the workday. The state Workers' Compensation Act also requires that an employee report any illness or injury on the job, no matter how slight. If an employee hurts themselves or becomes ill, the employee should contact the executive director or another staff member for assistance. If the employee fails to report an injury, they may jeopardize their right to collect

workers' compensation benefits as well as health benefits. Should an employee have any questions or concerns, they should contact the executive director.

The Foundation may work with the college district to provide in-service training and on-the-job training during regular working hours with no loss of pay or benefits to employees. Employees may be required to participate in training.

- Evacuation Drills  
Periodically the college will schedule fire, earthquake and other emergency preparedness drills for employee safety. The Foundation participates in these drills. During an evacuation, every employee will be required to leave the building in an orderly manner. Employees should remain together there until given the all clear by the college's public safety department.
- Office Cleanliness  
As a safety and health precaution, each employee is expected to keep their individual and shared work areas neat and orderly at all times. Easily accessible trash receptacles and recycling containers are located throughout the building. Employees should put all litter and recyclable materials in the appropriate receptacles and containers. Employees should report to the executive director anything that needs repair or replacement.

## **PERSONNEL ADMINISTRATION**

The responsibility of maintaining personnel records and related personnel administrative functions at the Allan Hancock College Foundation has been assigned to the executive director. Questions regarding employment agreements, wages, interpretation of policies, payroll and benefits questions should be discussed with the executive director.

### **Employee Personnel File**

Keeping the employee personnel file up-to-date is important with regard to current address, personal contact information, pay, deductions, benefits, vacation and sick leave accruals, and other matters. An employee may ask the executive director to review their file and to receive copies of all documents he/she has signed. Certain documents, such as pre-employment reference checks and medical records, will not be made available for the employee to review.

It is the responsibility of the employee to notify the executive director of any changes in the following:

- Legal name
- Home address
- Telephone numbers (home, cell)
- Person to notify in case of emergency
- Military or draft status
- Exemptions on your IRS Form W-4 "Employee's Withholding Allowance Certificate"

### **Continuing Education and Professional Development**

Allan Hancock College Foundation is committed to encouraging employees to pursue self-development activities that will enable them to make increased contributions to the foundation, improve performance on their current assignments and prepare them for other career development opportunities. The foundation may, in its sole discretion, pay for the professional development program as they arise. Professional development opportunities and goals should be documented as part of the employee's annual performance review.

## **COMPENSATORY TIME & BENEFITS**

It is the policy of the Allan Hancock College Foundation to comply with state and federal wage and hour laws. If an error is brought to our attention, we will rectify it in a timely manner (i.e. "Safe Harbor" clause).

### **Work Year**

The normal work year shall begin on July 1 and end twelve (12) months later on June 30.

### **Work Week**

The work week for full-time employment shall be five (5) consecutive days, and not less than thirty-seven (37) hours per week or as determined by the executive director. During the summer months of June, July and August, the Foundation may adopt alternative work hours such as "four 10s" or "nine 80s" (every other Friday off). This is an annual decision made by the executive director, depending upon workload, and scheduling may be staggered to ensure office coverage throughout the workweek.

### **Workday**

The workday shall consist of not less than seven (7) hours per day exclusive of the unpaid lunch period or as determined by the board.

### **Meal and Rest Periods**

Non-exempt employees (i.e. employees who are subject to overtime requirements) who work more than 5 hours in a work day must take a meal break of at least 30 minutes that must be recorded on the employee timesheet. Employees are not paid during this period and should not work while on a meal break. The employee is required to confirm with their on-site supervisor the length (normally 30 or 60 minutes) and schedule for their meal period. During this time the employee must be relieved of all duty, not performing any work, and is free to leave the worksite.

If the employee completes their work day in six hours they may voluntarily waive the meal period by mutual agreement with the executive director. If the employee only works 6 hours per day and wants to waive the period, it should be noted on the timesheet. The employee must have approval from the management to waive the meal period if they complete their workday in 6 hours.

When a meal period is taken, it must begin no later than the end of the fifth hour of work.

Non-exempt employees may not work through their meal period in order to leave early or arrive at work late. Non-exempt employees may not make up any time away from work by working through their meal period.

An on-duty meal period may only be taken with the mutual agreement of the employee and the employer, and must be approved by the management and via a waiver signed by both the employee and the employer. The employee may also revoke this agreement at any time. Note that an “on-duty” meal period will not be granted for the mere convenience of the employer or employee but only when the nature of the work truly prevents the employee from being relieved of all duty for at least 30 minutes.

Non-exempt employees should take a paid rest period of ten minutes per each four-hour period worked or major fraction thereof, unless the employee’s total day’s work time is less than three and one-half hours. The rest periods should occur approximately in the middle of each work period.

The employee should take 10-minute rest breaks according to the following table:

<b>Hours of Work</b>	<b>Rest Breaks</b>
0 - 3.5	0
3.5 - 6	1
6 - 10	2
10 - 14	3
14 - 18	4

### **Overtime**

Non-exempt employees eligible for overtime must have prior express written consent from the executive director before the employee performs any work. Overtime is ordered and authorized for time worked in excess of eight (8) hours in one day, or 37 hours in one week in quarter-hour increments. An employee who works authorized overtime shall be paid at a rate equal to one and one half (1.5) times the employee’s regular rate of pay for the amount of overtime worked, or when mutually agreed upon, receive compensatory time off at a rate equal to one and one-half (1.5) times the amount of overtime worked. Overtime of less than fifteen (15) minutes shall not be credited.

Compensatory time off should be used within two weeks in which it was earned. When employees schedule vacation time, the employee shall use accrued compensatory time before accrued vacation time.

### **Salary Schedule and Longevity Pay**

All Foundation full-time and part-time employees will be placed on a job appropriate salary schedule at the time of hiring. Movement on the salary schedule is reviewed annually and contingent upon satisfactory work performance, annual evaluation, and final approval by the Foundation's executive committee. Step increases take effect on July 1 unless otherwise designated by the Foundation's Board of Directors Executive Committee.

Longevity pay in the amount of 1.5 percent (1.5%) of the employee's current salary will be available on two-year intervals after the employee has reached the final step of the salary schedule. It is contingent upon satisfactory work performance, recommendation of the executive director, and final approval of the Foundation's Executive Committee.

The Foundation may from time-to-time choose to recognize an employee who has assumed additional work assignments through a work assignment compensation benefit. The amount of this benefit and its duration will be set by the Foundation's Executive Committee.

### **Deductions from Paycheck (Mandatory)**

The Foundation is required by law to deduct social security, Medicare, federal and state income taxes, and (if applicable) local withholding taxes and SDI from the employee's paycheck. The Allan Hancock College Foundation matches the employee's contributions to social security and Medicare. These deductions are itemized on the paycheck stub. Any other mandatory deductions from a paycheck, such as court ordered attachments, will be explained if the Foundation is ordered to make such deductions.

### **Error in Pay**

Every effort is made to avoid errors in a paycheck. If an error has been made, the employee should notify the executive director immediately. Steps will be taken immediately to research and rectify all errors. If an overpayment has occurred, the employee will be required to rectify the error and make arrangements to re-pay the monies.

## **BENEFITS**

### **Eligibility for Benefits**

On the first day hired, all full-time employees who are regularly assigned to work thirty-seven (37) or more hours per week will be entitled to participate in Foundation benefits.

### **Cash in Lieu (Medical)**

The Foundation does not offer direct medical benefits to employees. Rather, an annual 'cash in lieu' payment of \$5000 is provided to each full-time employee to purchase medical insurance. This stipend is added to each paycheck. Employees taking advantage of the cash in lieu benefit must provide annual evidence of insurance coverage.

### **Dental Care**

Full-time Foundation employees (and dependents) may elect to participate in the college's dental plan at cost. The Foundation does not provide a shared cost option.

### **Vision Care Allowance**

Full-time Foundation employees are entitled to a vision care allowance of \$300.00 each fiscal year, which can accrue over two concurrent fiscal years up to a maximum of \$600.00. A copy of the invoices must be submitted with each claim. Payments will be made to the employee only. The vision care allowance may be used for eye examinations and for the purchase of prescription glasses and/or contact lenses.

### **Workers' Compensation Benefits**

The Foundation is insured through a district insurance policy which provides benefits in the event employees incur a work-related injury or illness. Benefits will cover up to 100% of authorized medical expenses if the employee is injured on the job. Injuries not reported immediately to the executive director cannot be guaranteed coverage by the compensation insurance. Report your injury to the executive director no matter how slight the injury may appear.

The law requires that the Foundation notify the California Department of Fraud Unit and the Santa Barbara District Attorney's office on any concerns of false or fraudulent claims.

Any person who makes or causes to be made any knowingly false or fraudulent material statement or material misrepresentation for the purpose of obtaining or denying workers' compensation benefits or payments is guilty of a felony.

A violation of this law is punishable by imprisonment for 1-5 years or by a fine not to exceed \$50,000 or double the value of the fraud, whichever is greater or both. Additional civil penalties may also be assessed.

Acceptance of employment with a different employer that requires the performance of activities that you have stated that you cannot perform because of the injury for which you are receiving temporary disability benefits could constitute fraud and could result in criminal prosecution. If convicted, you could lose your rights to workers' compensation benefits and face imprisonment for up to five (5) years and a fine of up to fifty thousand dollars (\$50,000) or double the amount of the fraud, whichever is greater.

## **HOLIDAYS AND VACATION**

### **Holidays**

The Foundation follows the holiday schedule of Allan Hancock College. The Foundation provides fourteen (14) paid holidays to full-time Foundation employees. The paid holidays will be scheduled to correspond with the Allan Hancock College academic calendar year. Holiday pay is provided on a pro-rated basis for part-time employees working at least 18.5 hours a week. *Example:* a part-time employee who works six hours per day will receive six hours of holiday pay per holiday if the holiday is observed on their scheduled working day. Temporary and student employees are not eligible for holiday pay. See college Intranet website for current college holiday schedule.

A birthday holiday is also provided annually. The birthday holiday must be used within one year subsequent to the employee's birthday and taken at a time agreed upon by the executive director.

### **Vacation**

Vacation accrual begins on the first date of employment. Employees who work less than thirty-seven (37) hours per week are not eligible for vacation accrual. Vacation may not be used before it is earned unless otherwise approved by the executive director. Vacation earned but not taken during the fiscal year in which it is earned may be carried over for a period not to exceed one additional fiscal year. Every attempt will be made to permit an employee to take annual vacation. Vacation benefits are earned on a fiscal year basis July 1 through June 30.

Full-time employees of the Foundation shall earn vacation according to the following schedule:

First year through and including the fourth year	1.25 days paid vacation for each calendar month served (15 calendar days annually)
Beginning the fifth year	1.66 days paid vacation for each full calendar month served (20 calendar days)
After the fifteenth year	2.0 days paid vacation for each full calendar month served (24 calendar days)

### **Vacation Schedule**

Employees shall schedule vacations at times consistent with the needs of the Foundation. The employee's requests to use vacation time shall be submitted and approved by the executive director as far in advance as possible, but not less than three days in advance. If there is any conflict between employees as to when vacations will be taken, preference will be given in the order requests are received, beginning July 1 of each year. When a holiday falls during the scheduled vacation of an employee, such an employee shall be granted regular pay for the holiday without deduction from credited vacation.

### **Vacation Pay Upon Termination**

When an employee is terminated, the employee is entitled to all vacation pay earned and accumulated up to and including the effective date of termination. If the employee has been terminated and has been granted vacation which was not yet earned at the time of termination of their services, the Foundation shall deduct from the employee's separation check the full amount of salary which was paid for such unearned vacation time taken.

An employee of the Foundation shall be permitted to interrupt or terminate vacation leave in order to begin another type of paid leave without a return to active service, provided the employee supplies notice and supporting information regarding the basis for such interruption or termination. If an employee's vacation becomes due during a period when the employee is on leave due to illness or injury, the employee may request that the vacation date be changed or may request to carry over the vacation to the extent permitted for carry over. The employee shall provide documentation of the need to carry over vacation.

**Vacation Pay upon Separation/Retirement**

When an employee separates/retires from the Allan Hancock College Foundation, the employee is entitled to all vacation pay earned and accumulated up to and including the effective date of separation, except those employees who have not completed six (6) months of employment shall not be entitled to such compensation. The rate of pay will be the employee’s current salary, longevity and cash-in-lieu.

**EMPLOYMENT LEAVE**

**Sick Leave**

Sick leave accrual begins on the first date of hire.

Full-time employees of the Foundation shall earn sick leave according to the following schedule:

First year through and including the fifth year	1.0 day paid sick leave for each calendar month served
After the sixth year	1.25 days paid sick leave for each full calendar month served

Part-time employees who, on or after July 1, 2014, works in California for 30 or more days within a year from the beginning of employment are entitled to paid sick leave. Paid sick leave accrues at the rate of one hour per every 30 hours worked, paid at the employee’s regular wage rate. Accrual shall begin on the first day of employment. An employee may use accrued paid sick days as soon as they are accrued. Sick leave may be used in one-hour increments.

Employees of the Foundation absent due to surgery, serious injury or illness, or absent for three or more consecutive assigned workdays may be required to provide a medical release signed by a licensed California physician prior to being permitted to return to work. If the required medical release is not submitted, such leave will be without pay. At the discretion of the executive director, an employee may be required to submit to medical examination by a Foundation-appointed physician at the expense of the Foundation.

**Personal Business and Medical Appointments**

When possible, it is the responsibility of the employee to schedule all personal business, medical, dental, and vision care appointments during non-work hours. Sick leave may be used in one-hour increments to accommodate necessary medical appointments.

**Domestic Violence Leave**

The Foundation will not discriminate against employees who are victims of domestic violence and sexual assault for taking time off from work to obtain or attempt to obtain any relief, including but not limited to a restraining order, temporary restraining order, or other injunctive relief to help ensure the health, safety, or welfare of a domestic violence and sexual assault victim or his or her child.

The Foundation will also not discriminate against an employee who is a victim of domestic violence and sexual assault for taking time off work to seek medical attention for injuries caused by such domestic violence and sexual assault, to obtain services from a domestic violence and sexual assault program, to obtain psychological counseling related to the domestic violence and sexual assault, or to participate in actions to increase safety from future domestic violence and sexual assault, including temporary or permanent relocation.

Affected employees must give the Foundation reasonable notice that they are required to be absent for a purpose stated above, except for unscheduled or emergency court appearances or other emergency circumstances. In such a case, the Foundation will take no action against affected employees if, within a reasonable time after the appearance, they provide the Foundation with documentary evidence that their absence was required for any of the above reasons. Affected employees may use vacation, personal leave or other accrued time off (if available).

### **Crime Victims Leave**

Any employee will be permitted to be absent from work in order to attend judicial proceedings related to a crime, if that employee is:

- A victim of a crime;
- An immediate family member of a crime;
- A registered domestic partner of a victim; or
- The child of a registered domestic partner of a victim.

Before the absence, the employee must give the executive director a copy of the notice of each scheduled proceeding that is provided to the victim by the agency responsible for providing the notice.

When advance notice is not feasible, or an unscheduled absence occurs, no action will be taken against the employee if the employee provides the company with documentation evidencing the judicial proceedings within a reasonable amount of time after the absence. Documentation may come from any of the following:

- The court or government agency setting the hearing;
- The district attorney or prosecuting attorney's office; or
- The victim or witness office that is advocating on behalf of the victim.

The employee has the option to take the time off as unpaid time to use accrued PTO. For sexual assault or stalking issues accrued sick leave may be used. Records regarding the employee's absence from work for this purpose will be confidential.

### **School Appearances Involving Suspension**

If an employee who is the parent or guardian of a child facing suspension from school is summoned to the school to discuss the matter, the employee should alert the executive director as soon as possible before leaving work. In agreement with California Labor Code Section 230.7, no discriminatory action will be taken against an employee who takes time off for this purpose.

California law prohibits all employers from discharging, threatening to discharge, demoting, suspending, or in any other way discriminating against an employee for taking time off to appear at a school conference involving the suspension of a child of whom the employee is a parent or guardian.

An employee receives such protection only where he or she is called to the pupil's school to discuss possible suspension. School visits for other purposes are not protected by law, except as noted in the School Activities leave policy.

### **Bereavement Leave**

The Foundation will grant a bereavement leave with pay at the employee's regular rate of pay, for the death of any member(s) of the employee's immediate family with the following restrictions:

- Not to exceed three (3) consecutive work days if less than 300 miles one way from the college.
- Not to exceed five (5) consecutive work days if over 300 miles one way from the college.

For purposes of this section, current immediate family includes: spouse, domestic partner, child, parent, grandparent, grandchild, sibling, son-in-law, daughter-in-law, sister-in-law, step-parent, step-son, step-daughter, or legal ward or a child of a person standing *in loco parentis* of a legally recognized partner or any relative living in the immediate household of the employee.

The employee is to contact the executive director no later than two hours following the beginning of the first regularly scheduled work day the employee will be absent. Failure to do so may result in ineligibility for bereavement leave and may be considered an unauthorized absence.

Employees of the Foundation shall be required to complete a leave request form, upon return from bereavement leave and may be required to provide proof of eligibility, such as a newspaper obituary notice or death certificate, for bereavement leave benefits. Part-time and student employees are not eligible for bereavement leave.

### **Leave for Jury Duty**

An active employee shall be entitled to leave without loss of pay for any time the employee is required to perform jury duty. The Foundation shall pay the employee the difference, if any, between the amounts received for jury duty and the employee's regular rate of pay. Any meals, mileage, and/or parking allowance provided to the employee for jury duty shall not be considered in the amount received for jury duty. The employee is encouraged to notify the executive director as soon as possible of the receipt of a jury summons.

Employees are required to report for work during any day, or portion of a day, equal to or greater than one-half of the work shift in which the jury duty services are not required. In such instances the employee shall be required to work the number of hours which when added to the jury duty time (including reasonable driving time) will equal a full workday for the Foundation employee.

In order to receive jury duty pay, an employee must present a statement of jury service and pay to the executive director. The court issues this document. Part-time, temporary, and student employees are not eligible for jury duty pay.

### **Military Leave**

Leave without pay is provided to employees who enter military service of the Armed Forces of the United States or are in the Armed Forces Reserves. Employees returning from military leave are afforded re-employment rights and retain full seniority benefits for all prior service upon reemployment in accordance with the Universal Military Training and Service Act. Employees seeking military leave must bring his/her military service orders to the executive director for review prior to commencement of the leave. Please contact the executive director as soon as you become aware of the need for a military leave. At the time of your request, you are required to re-read the Foundation's leave of absence policy as set out in the most recent edition of the Employee Handbook.

### **Definitions**

- A full-time and part-time employee is eligible for military leave regardless of their length of employment.
- An employee will receive a military leave in accordance with the requirements of their military service orders. If the employee is ordered to attend annual military reserve training of up to 17 days per year, the employee will not be placed on military service leave; instead, the employee will be given an excused absence without pay.
- Employees requiring military leave must notify the executive director as soon as the need for the leave becomes known to the employee. The employees must submit a copy of their military orders.
- Military leave is without pay. However, employees may use accrued vacation or any other paid time off during the leave.
- An employee returning from active military service within 90 days of discharge (or release from hospitalization that continued following discharge) will be offered the same position held at the time of leaving, unless the job no longer exists, or the job has been filled in order to avoid undermining the Foundation's ability to operate efficiently, or the employee is not capable of performing the job responsibilities. If the employee's former position is not available, a substantially similar position will be offered unless there is no substantially similar position available, or the employee's filling the available position would substantially undermine the Foundation's ability to operate efficiently, or the employee is not capable of performing the job responsibilities.

### **Pregnancy Leave**

Employees who are unable to work because of pregnancy, childbirth or related medical conditions shall be provided an unpaid leave of absence for the period of disability up to a maximum of four months. This can be used in conjunction with accrued sick leave. Four months refers to the number of days an employee normally would work within four months. For a full-time employee who works five eight-hour days per week, four months means 88 working days of leave, based on an average of 22 working days per month for four months. Part-time employees are entitled to pregnancy disability leave on a pro-rata basis. Time off needed for prenatal care, severe morning sickness, doctor ordered bed rest, childbirth, and recovery from childbirth will all be counted as pregnancy leave.

## Eligibility

An employee is eligible to take pregnancy leave starting their first day on the job.

## Administration

1. **Request for Leave:** Any employee who plans to take a pregnancy leave must provide their employer with a written notice of the date the leave is expected to commence and the estimated duration of such leave. Notice should be given at least thirty (30) days in advance of the expected commencement date, if possible. In an emergency, the employee must notify management of the need for leave as soon as possible.
2. **Medical Certification:** The request for leave must be supported by a medical certification of the disability. In addition, before an employee will be allowed to return to work, they must provide medical certification from the treating physician, which states that they are able to resume original job duties.
3. **Reinstatement:** An employee who returns to work immediately following the expiration of an approved pregnancy disability leave will generally be re-employed in their former position or a comparable job, in accordance with legal requirements, to the extent applicable.
4. **Status of Pay and Benefits:** Generally, pregnancy leave is unpaid. The employee may elect to use accrued sick leave for unpaid leave. If available, the employee may utilize any accrued PTO time during leave. Such time will supplement state disability insurance benefits the employee receives, if any, but will not extend the period of the approved leave.
5. **Reasonable Accommodation:** Employees who are affected by pregnancy may also be eligible to transfer to a less strenuous or hazardous position or duties provided certain prerequisites are met. Requests for changes in job duties will be reasonably accommodated if the job and security rights of others are not breached.
6. **SDI, Workers' Compensation and Pregnancy Leave:** Though it is possible that a pregnant employee could suffer a work-related illness or injury that puts their health or that of the fetus in jeopardy, the employee would not receive payments from SDI and workers' compensation concurrently.
  - The employee's health care provider determines if the employee is disabled by pregnancy, childbirth or a related medical condition, in which case they might be eligible for SDI payments.
  - The company's workers' compensation physician makes the determination as to whether the employee suffered a work-related illness or injury, in which case they are eligible for workers' compensation payments.

## Lactation Policy

The Foundation accommodates employees by providing a reasonable amount of break time to any employee who desires to express breast milk for an infant child. The break time shall, if possible, run concurrently with any break time already provided to the employee.

The Foundation will make reasonable efforts to provide employees who need a lactation accommodation with the use of a room or other private location that is located close to the employee's work area. Employees with private offices may use their offices to express breast

milk. Employees who desire lactation accommodations should contact their supervisor to request accommodations. Discrimination on the basis of sex includes discrimination based on breastfeeding and related medical conditions, and is unlawful.

### **Workers' Compensation Insurance/Industrial accident/Illness Leave**

The Foundation will grant a workers' compensation disability leave to employees with occupational illnesses or injuries in accordance with state law. Leave taken under the workers' compensation disability policy runs concurrently with family and medical leave under both federal and state law. Please contact the executive director as soon as you become aware of the need for a workers' compensation disability leave.

### **Definitions**

- Employees must report all accidents, injuries and illnesses no matter how small to the executive director. In addition, employees must provide the Foundation with a certification from a healthcare provider.
- Workers' compensation disability leaves are without pay. However, employees may utilize accrued vacation time and any other accrued paid time off during the leave. All such payments will be coordinated with any state disability workers' compensation or other wage reimbursement benefits for which you may be eligible. At no time shall an employee receive a greater total payment than the employee's regular salary.
- If the employee taking workers' compensation disability leave is eligible under the federal or state family and medical leave laws, the Foundation will maintain group health insurance coverage for up to a maximum of 12 work weeks if such insurance was provided before the leave was taken and on the same terms. If ineligible under the federal and state family and medical leave laws, employees on workers' compensation disability leaves will receive continued coverage on the same basis as employees taking other leaves. An employee on workers' compensation disability who does not receive continued paid coverage, or whose paid coverage ceases after 12 work weeks, may continue his/her group health insurance coverage through the Foundation in conjunction with federal COBRA guidelines by making monthly payments to the Foundation for the amount of the relevant premium. An employee should contact the executive director for further information.
- Upon the submission of a medical certification that the employee is able to return to work, the employee will be offered the same position held at the time of leaving, unless the job no longer exists or the job has been filled in order to avoid undermining the Foundation's ability to operate efficiently, or the employee is not capable of performing the job responsibilities upon return. If the employee's former position is not available, a substantially similar position will be offered unless there is no substantially similar position available, or filling the available position would substantially undermine the Foundation's ability to operate efficiently, or the employee is not capable of performing the job responsibilities. If an employee returning from workers' compensation disability leave is unable to perform the essential functions of the job because of a physical or mental condition, the Foundation's obligations to that employee may be governed by the Americans with Disabilities Act.

### **Family and Medical Care Leave**

The Foundation will grant family and medical leave in accordance with the requirements of applicable state and federal law in effect at the time the leave is granted. No greater or lesser

leave benefits will be granted than those set forth in such state or federal laws. In certain situations, the federal law requires that provisions of state law apply. In any case, employees will be eligible for the most liberal benefits available under either law.

Please contact the executive director as soon as you become aware of the need for a family or medical leave and provide written request for this leave. The following is a summary of the relevant provisions.

### Definitions

- An employee is eligible for unpaid leave if the employee:
  - has been employed for at least 12 months; and
  - has been employed for at least 1,250 hours during the 12-month period immediately preceding the commencement of the leave.
- Leave is permitted for only the:
  - birth of a child or to care for a newborn of the employee.
  - placement of a child with the employee in connection with the adoption or foster care of a child.
  - leave to care for a child, parent, or spouse who has a serious health condition.
  - leave because of a serious health condition that makes the employee unable to perform the functions of his/her position.
- A “serious health condition” includes any illness, injury, impairment, physical or mental condition that involves:
  - any period of incapacity or treatment in connection with a hospital, hospice, or residential medical care facility.
  - any period of incapacity requiring absence from work of more than three (3) calendar days that also involves continuing treatment by, or under the supervision of, a health care provider.
  - continuing treatment of a health care provider for a chronic or long-term health condition that is incurable or so serious that, if not treated, would likely result in a period of incapacity of more than three (3) calendar days for prenatal care.
- Continuing “treatments” include:
  - two or more visits to a health care provider.
  - two or more treatments by a health care practitioner, e.g. physical therapist, on referral from, or under the direction of, health care provider.
  - single visit to a health care provider that results in a regimen of continuing treatment.
  - under the supervision of the health care provider (e.g. medication therapy).
- “Health care provider” means:
  - a doctor of medicine or osteopathy who is authorized to practice medicine or surgery by the State of California.
  - individuals duly licensed as a physician, surgeon, osteopathic physician, or surgeon in another state or jurisdiction, including another country, which directly treats or supervises treatment of a serious health condition.
  - podiatrists, dentists, clinical psychologists, optometrists, and chiropractors (limited to treatment consisting of manual manipulation of the spine to

- correct a subluxation as demonstrated by X-ray to exist) authorized to practice as defined under California State Law.
- nurse practitioners and nurse-midwives and clinical social workers who are authorized to practice under California State law and who are performing within the scope of their practice as defined under California State law.
- Christian Science practitioners listed with the First Church of Christ, Scientist in Boston, Massachusetts.
- “Child” is defined as a person under the age of 18 years of age, or 18 years of age or older who is incapable of self-care because of a mental or physical disability. An employee’s child is one for whom the employee has actual day-to-day responsibility for care and includes a biological, adopted, foster or step-child, or legal ward, or a child of a person standing *in loco parentis*.
- “Parent” means the biological parent of an employee or an individual who stands or stood *in loco parentis* to an employee when the employee was a child. This term does not include parents-in-law.
- “Spouse/Domestic Partner” means a husband, wife, or legal partner as defined or recognized under California State Law.

### **Amount of Leave**

Eligible employees are entitled to a total of 12 weeks unpaid leave during any 12-month period.

### **Definitions**

- An employee’s entitlement to leave for the birth or placement of a child for adoption or foster care expires twelve (12) months after the birth or placement. In addition, the basic minimum duration of such leave is two weeks. However, an employee is entitled to leave for one of these purposes (e.g. bonding with a newborn) for at least one day, but less than two weeks duration on any two occasions during the 12-week period.
- If leave is requested to care for a child, parent, spouse of the employee, or themselves with a serious health condition, there is no minimum amount of leave that must be taken. However, the notice and medical certification provisions of this section must be complied with.
- In any case in which the parents are both employed by the Allan Hancock College Foundation and are entitled to leave, the aggregate number of work weeks of leave to which both may be entitled will be limited to 12 work weeks during any 12-month period, if leave is taken for the birth or placement for adoption or foster care of the employees’ child. This limitation does not apply to any other type of leave under this policy.
- “12-month period” means the 12-month period measured forward from the date an employee’s first leave begins.
- Leave under this section is unpaid after employee uses all eligible paid leave.

### **Medical Certification**

An employee who requests a leave will submit to the executive director a health provider’s written certification on a form approved by the Foundation from the individual requiring care. If the leave is requested because of the employee’s own serious health condition, the certification must include a statement that the employee is unable to perform the essential functions of their position. An employee need not, but may at the employee’s option, identify

the serious health condition involved. However, if the employee fails to disclose the condition, this may give the executive director reason to doubt the validity of the certification.

If the executive director has reason to doubt the validity of a certification, the executive director may require a medical opinion of a second health care provider chosen by the executive director. If the second opinion is different from the first, the executive committee may require the opinion of a third provider jointly approved by the executive director and the employee. The opinion of the third provider will be binding.

If an employee requests leave intermittently (a few days or hours at a time) or on a reduced leave schedule for their own treatment or to care for an immediate family member with a serious health condition, the employee must provide medical certification that such leave is medically necessary. "Medically necessary" means there must be a medical need for the leave and that the leave can best be accomplished through an intermittent or reduced leave schedule.

### **Compensation During Leave**

Family and medical leave is unpaid. The Foundation may require an employee to use accrued paid leave (such as vacation leave) to cover some or all of the family or medical leave.

### **Job Reinstatement**

An employee returning from a family leave will be reinstated to their previous position or to an equivalent position with equivalent benefits, pay and terms and condition of employment. An employee returning from a medical leave will be reinstated to their previous position or to an equivalent position with equivalent benefits, pay and terms and condition of employment upon their submission of a medical certification that they are able to return to work. However, an employee has no greater right to reinstatement than if the employee had been continuously employed rather than on leave. For example, if an employee on leave would have been laid off had they not gone on leave, or if their job had been eliminated while they were on leave, then the employee would not be entitled to reinstatement. If an employee returning from medical leave is unable to perform the essential functions of the job because of a physical or mental condition, the Foundation's obligations to that employee may be governed by the Americans with Disabilities Act. If requested, upon granting the leave the Foundation will provide an employee with a written guarantee of reinstatement to the same or comparable/equivalent position upon conclusion of the leave, to the extent required by law.

### **Employee Notice of Leave Without Pay**

Although the Foundation recognizes that emergencies arise which may require an employee to request immediate leave, an employee is required to give as much notice as possible of their need for a leave. If leave is foreseeable, at least 30 days notice is required. In addition, if an employee knows that they will need leave in the future, but does not know the exact date(s) (e.g. for the birth of a newborn), the employee shall inform the executive director as soon as possible that such leave will be needed. Such notice must be in writing. If the executive director determines that an employee's notice is inadequate or the employee knew about the requested leave in advance of the request, the executive director may delay the granting of the leave until adequate coverage can be arranged.

### **Unlawful Acts**

It is unlawful for the Foundation to interfere with, restrain, or deny the exercise of any right provided by state or federal law. It is also unlawful for the Foundation to refuse to hire or to discharge or discriminate against any individual for opposing any practice, or because of involvement in any proceedings related to family or medical leave.

## **WORK ENVIRONMENT**

### **Anti-Harassment and Non-Discrimination Policy**

The Foundation is an equal opportunity employer. It is the policy of the Foundation to make employment decisions based on merit, qualifications, potential, and competency in order to have the best available person in every job.

The Foundation believes that discrimination, harassment, and retaliation in any form constitutes misconduct that undermines the integrity of the employment relationship. All employees, unpaid interns, and/or volunteers should be able to enjoy a work environment free from all forms of discrimination, including but not limited to, sexual and other illegal harassment.

Foundation policy prohibits unlawful harassment, discrimination, and retaliation by supervisors, managers, and co-workers, as well as by third parties such as vendors or customers based on sex; ethnicity; national origin (including language use restrictions and possession of a driver's license issued under Vehicle Code section 12801.9); ancestry; religion (including religious dress and grooming practices); gender (including gender identity and gender expression); sexual orientation; pregnancy and parental status (including childbirth, breastfeeding or related medical conditions); citizenship status; marital status; registered domestic partner status; age; military and veteran status; physical or mental disability; medical conditions; genetic information; and any other category protected by federal, state, or local laws.

This policy also prohibits discrimination and harassment based on the perception that anyone has any of those characteristics, or who is associated with a person who has or is perceived as having those characteristics. In addition, the Foundation prohibits retaliation against individuals who raise complaints of discrimination or harassment or who participate in workplace investigations.

No supervisor, co-worker, other person shall cause a Foundation employee to be in jeopardy of losing a job or promotion, be subject to adverse action or retaliation, or otherwise be placed in the intimidating or hostile work environment, as the result of being subjected to rejecting or reporting sexual harassment.

No person shall promise or grant favored treatment in hiring, promotion, discipline, or other employment decisions, to an individual on the condition that such individual participate in or tolerate otherwise unwelcome sexual behavior. The Foundation will take preventative, corrective, and disciplinary action for any behavior that violates this policy. Disciplinary action up to and including termination will be imposed for unlawful behavior.

This policy applies to all persons involved in the operations of the Foundation and prohibits unlawful discrimination and harassment by any employee of the Foundation, including supervisors and co-workers. The anti-discrimination and anti-harassment policy also applies to vendors, customers, independent contractors, unpaid interns, volunteers, persons providing services pursuant to a contract and other persons with whom you come in contact while working.

This policy extends to all phases of employment including, but not limited to: recruitment, employment, placement, promotion, demotion, transfer, layoff, termination, rates of pay, or other forms of compensation, benefits, selection for training, the use of all facilities, and participation in all company-sponsored employee activities.

The term “harassment” is used in this policy to refer to both sexual and other forms of harassment. Below are definitions of sexual and other forms of harassment, as well as examples of conduct that might constitute harassment (these examples are not all-inclusive).

Sexual harassment is unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct pertaining to a person’s sex (including pregnancy, childbirth, breastfeeding or related medical conditions), and/or of a sexual nature when submission to such conduct:

- is a term or condition of employment;
- is a basis for any employment decision affecting an individual, or;
- unreasonably interferes with an individual’s ability to perform their job duties or otherwise creates an intimidating, hostile or offensive working environment.

Sexual harassment does not need to be motivated by sexual desire to be unlawful or to violate this policy. For example, hostile acts toward an employee because of their gender can amount to sexual harassment, regardless of whether the treatment is motivated by any sexual desire.

#### **Examples of Sexual or Other Unlawful Harassment**

- **Verbal Harassment:** Unwelcome requests for sexual favors; suggestive, lewd or derogatory comments or jokes, comments regarding sexual behavior or the body of another employee; sexual innuendo and other vocal activity such as cat calls or whistles; making threats, continuing to express sexual interest after being informed the interest is unwelcome; inappropriate email; and/or spreading rumors about or rating others as to their sexual activity or performance.
- **Physical Harassment:** Any unwanted physical touching or assault, blocking or impeding movements, or any physical interference with normal work or movement.
- **Visual Harassment:** Obscene gestures, letters, notes, invitations, photographs, cartoons, articles, posters, or other written or pictorial materials of a sexual desire.
- **Quid Pro Quo Harassment:** Offering or providing favors or employment benefits such as promotions, favorable evaluations, favorable assigned duties or shifts, etc. in exchange for sexual favors.
- **Retaliation:** Retaliating against employee for refusing a sexual advance or for reporting an incident of possible sexual or other unlawful harassment to the Foundation or any government agency.

## **Other Forms of Harassment**

In addition to sexual harassment, other forms of prohibited harassment include offensive comments or conduct pertaining to a person's sex (including pregnancy, childbirth, breastfeeding or related medical conditions), ethnicity, religion (including religious dress and grooming practices), color, gender and gender expression, identity, national origin or ancestry (including language use restriction and possession of a driver's license issued under Vehicle Code section 12801.9), physical and/or mental disability, medical condition, genetic information, marital status, registered domestic partner status, age sexual orientation, military and/or veteran status, association with a person or group with one or more of these actual or perceived characteristics, or any other basis protected by federal, state or local law or ordinance or regulation. Such conduct may include, but not limited to:

- Making gestures, threats, derogatory comments, or slurs that may be offensive to individuals in a particular group.
- Bulling behavior that is threatening, intimidating, verbally abusive or results in other disruptive actions in the workplace.
- Displaying derogatory objects, photographs, cartoons, calendars, or poster.
- Sending messages by letters, notes, electronic mail, or telephone that may be offensive to individuals in a particular group.

## **Reasonable Accommodation**

Discrimination can also include failing to reasonably accommodate religious practices or qualified individuals with disabilities where the accommodation does not pose an undue hardship. To comply with applicable laws ensuring equal employment opportunities to qualified individuals with a disability, the Foundation will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or an employee unless under hardship would result.

Any applicant or employee who requires an accommodation in order to perform essential functions of the job should contact his/her supervisor or the executive director and request such accommodation. The individual with the disability should specify what accommodation he/she needs to perform the job,

- Once notified of the accommodation request, the Foundation will then engage in a good faith interactive process with the employee or applicant to determine what, if any, effective accommodations can be made.
- The Foundation will conduct an investigation to identify the barriers that make it difficult for the applicant or employee to have an equal employment opportunity to perform their job.
- The Foundation will identify possible accommodations, if any, that will help eliminate the limitation. If the accommodation is reasonable and will not impose an undue hardship, the Foundation will make the accommodation.

## **Manager/Supervisor Responsibility**

Each supervisor and manager has a responsibility to keep the workplace free of any form of harassment, and in particular, sexual harassment. No supervisor or manager is to threaten or insinuate, either explicitly or implicitly, that an employee's refusal or unwillingness to submit to sexual advance will affect the employee's terms or conditions of employment. Further,

supervisors and managers are required to report any complaints of violation of the policy so that a prompt internal investigation may occur.

### **Responsibility to Report Inappropriate Conduct**

Any employee who has become aware of, observes, or who has been subjected to any form of harassment and/or discrimination by a manager, supervisor, employee, volunteer, unpaid intern, or non-employee through their actions or words has a responsibility to report or make a complaint about the situation as soon as possible.

- The employee should make the report or complaint about that conduct to their immediate supervisor, the executive director, or the president of the Foundation Board of Directors within three calendar days of the offensive or otherwise practicable.
- Employees are not required to approach the person who is harassing and/or discriminating against them, and they may bypass any offending member of management to report such conduct.
- When making a complaint of harassment or discrimination, the employee will be asked to provide details of the incident or incidents, names of individuals involved, and names of any witnesses. It would be best to communicate your complaint in writing, but this is not mandatory.
- The Foundation will immediately undertake an effective, thorough, and objective investigation of all allegations.

### **Additional Resources**

The federal Equal Employment Opportunity Commission and the California Department of Fair Employment and Housing (DFEH) investigate and prosecute complaints of prohibited harassment in employment. If you think you have been harassed or that you have been retaliated against for resisting or complaining, you may file a complaint with the appropriate agency:

- Equal Employment Opportunity Commission (EEOC) - the EEOC may be contacted by consulting the government agency listings in your local phone book or online at [www.eeoc.gov](http://www.eeoc.gov).
- California Department of Fair Employment and Housing (DFEH) - the DFEH staff is available to talk with you by phone or in-person away from your work location. All information will be handled in an appropriate manner. The nearest office is listed online at [www.dfeh.ca.gov](http://www.dfeh.ca.gov).

### **Investigation of Complaint**

The executive director, or president of the board, to whom the harassment or discrimination is reported is obligated to take the necessary steps to ensure that a prompt, fair, timely, thorough, and objective investigation of the alleged harassment or discrimination claim is properly initiated. The Foundation will reach reasonable conclusions based on the evidence collected.

The Foundation will maintain confidentiality to the extent possible, though complete confidentiality cannot be promised in every case. It is the employer's duty to investigate and take corrective action and may require disclosure of information to individuals with a need to know. The Foundation will not allow the goal of confidentiality to be deterrent to an effective investigation. The Foundation will ensure that:

- Impartial and timely investigations will be conducted by qualified personnel, and will be documented and tracked to ensure that reasonable progress is made.
- Appropriate due process will be given for the complainant, witnesses, and the accused.
- A reasonable conclusion will be made based on the evidence collected, and appropriate options for remedial actions and resolutions will be considered.
- A timely resolution of each complaint will be reached and the results of the investigation will be communicated in a timely manner to the employee and other concerned parties with a business need to know.

### **Corrective and Disciplinary Action**

If through the investigatory process the Foundation determines that harassment or other prohibited conduct occurred, effective remedial action will be taken in accordance with the circumstances involved. Any employee determined by the Foundation to be responsible for harassment or other prohibited conduct will be subject to appropriate corrective and/or disciplinary action, up to and including termination. The corrective action issued will be proportional to the severity of the conduct. The alleged harasser's employment history and any similar complaints of prior unlawful discrimination and/or harassment will be taken into consideration. The Foundation also will take appropriate action to deter future misconduct.

Any employee determined by the Foundation to be responsible for harassment, discrimination, retaliation, or other prohibited conduct will be subject to appropriate disciplinary action, up to and including possible termination of employment. Employees should also know that if they engage in unlawful harassment, they can be held personally liable for the misconduct.

### **Retaliation Prohibited**

The Foundation prohibits retaliation of any kind against employees or others covered by this policy, who, in good faith, report harassment and/or discrimination, participate in an investigation, or who otherwise assist in investigation such complaints. If an employee feels they have been subjected to any form of retaliation, the employee should report that conduct to their immediate supervisor, the executive director, or the President of the Foundation Board within three calendar days of the offense. Employees are not required to approach the person who is retaliating against them, and they may bypass any offending member of management. Any employee determined to have retaliated against such employees will be subject to discipline up to and including immediate termination of employment.

### **Making False and Malicious Complaints Prohibited**

Knowingly filing a groundless and malicious complaint is also prohibited and will subject such an employee to appropriate disciplinary action up to and including possible termination of employment. If after investigating any complaint of unlawful discrimination the Foundation determines that an employee intentionally provided false information regarding the complaint, appropriate action may be taken against the one who gave false information.

### **Personal Liability**

Any employee, whether a coworker or supervisor or other member of management, who is found to have engaged in prohibited harassment is subject to disciplinary action, up to and including termination of employment. Under California Law, any employee who engages in unlawful harassment, including any supervisor or other member of management who knew about the harassment but took no action to stop it, may be held personally liable for monetary

damages. Any supervisor or other member of management who knew about harassment and took no action to stop it or failed to report harassment may also be subject to discipline up to and including termination. 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. Accordingly, to the extent permitted by law, the Foundation reserves the right not to provide a defense or pay damages assessed against employees for conduct in violation of this policy.

### **Dispute Resolution**

The sole purpose of this dispute resolution process is to give each employee and the Foundation a chance to clear up any problem or friction and to evaluate potential solutions. Talking things over usually helps. When an employee has a complaint or problem, the employee must report it first to the executive director. If this action does not settle the matter, the employee is entitled to take the problem to the President of the Board of Directors and, as a last resort, the executive committee.

### **Dispute Resolution Procedure**

- The employee should never leave their work area without notifying the executive director during the dispute resolution process.
- If an employee feels a working condition, policy, practice, or action by the Foundation board or by any member of the Foundation staff is unjust, the employee should discuss it with the executive director.
- If an employee feels a working condition, policy, practice, or action by the executive director is unjust, the employee should meet with the President of the Board of Directors.
- If the employee is not satisfied with the response of the executive director or the President of the Board of Directors, the employee may submit the complaint in writing to the Foundation executive committee. The written complaint should include the problem and offer a suggested remedy.
- The executive committee will review the complaint and report back to the employee its conclusion.

## **GENERAL POLICIES**

The Foundation shares facilities with Allan Hancock College. Thus, there are several instances where the policies of the college are automatically applied to Foundation employees. The Foundation follows these guidelines, established and approved by the Allan Hancock College Board of Trustees.

### **Smoking**

In the interest of employee health and the general welfare of students and the public, smoking is not permitted in any indoor college facility. Smoking is not permitted within 20 feet of any district building or leased facility and is permitted only in designated areas.

### **Electronic Communications Policy**

The Foundation's voicemail and email systems are provided to employees by Allan Hancock College and are intended primarily for business use. Access to the Internet through Allan Hancock College computer systems is also intended primarily for business use.

Allan Hancock College or the Foundation may access its electronic communications systems and obtain the communications within the systems, without notice to users of the system, in the ordinary course of business when Allan Hancock College or the Foundation deems it appropriate to do so. The Foundation or the college also has the right to inspect or monitor, without advance notice, any devices employees use to access electronic communications systems, including but not limited to computers, laptops, notebooks, tablet computers, or mobile devices.

The reasons for which Allan Hancock College or the Foundation may obtain such access include, but are not limited to: maintaining the system, preventing or investigating allegations of system abuse or misuse, assuring compliance with software copyright laws, complying with legal and regulatory requests for information, protecting proprietary information, and ensuring that Foundation operations continue appropriately during an employee's absence.

The Foundation's policy prohibiting all types of harassment applies to the use of Allan Hancock College or the Foundation's electronic communications systems, including internet access. No one may use electronic communications in a manner that may be construed by others as harassment based on ethnicity, national origin, sex, sexual orientation, age, disability, religious beliefs, or any other characteristic protected by federal state or local law. No jokes on these bases should be transferred over electronic communications systems.

Since the electronic communications systems are intended primarily for business use, these systems may not be used to solicit for commercial activity unrelated to the business of Allan Hancock College or the Foundation .

No one may access, or attempt to obtain access, to another individual's electronic communications without appropriate authorization. Violators of the Electronics Communications Policy may be subject to discipline, up to and including termination.

### **Mail**

Employees are not allowed to use the Allan Hancock College Foundation and/or Allan Hancock College as a personal mailing and/or shipping address and are prohibited from using any postage for personal mail.

### **Expense Reporting and Travel Policy**

In accordance with legal guidelines, employees will be reimbursed for pre-approved and necessary expenditures incurred in the execution of the employee's duties.

Reimbursable expenses may include, but are not limited to the following:

- Mileage at the current IRS rate
- Meals, lodging, and rental car expense while traveling on Foundation business
- Other pre-approved expenses.

While the Foundation reimburses employees for reasonable costs, the employee should address questions or policy clarifications regarding the expense reporting policy with the executive director. All expenses incurred for a month must be recorded on an expense report, signed and approved by the executive director prior to being turned into the accounting department on a monthly basis. Receipts for expenditures must be attached to the expense report.

### **Parking**

Parking on campus is available by permit only. The Foundation will purchase parking permits annually for employees.

### **Recycling, Waste Prevention & Conservation**

The Foundation reuses and recycles as many materials as possible. Employees are asked to cooperate in this endeavor by using the designated recycling bins provided.

### **Property and Equipment Care**

It is the responsibility of the employee to understand how equipment is used to perform their duties. Each employee is expected to take care of all equipment used during the course of their employment, as well as be conservative in the use of supplies. If an employee finds that a machine is not working properly or appears unsafe in any way, they should notify the executive director immediately so that repairs or adjustments can be made. Under no circumstances should an employee start or operate equipment deemed unsafe, nor should the employee adjust or modify the safeguards provided.

### **Use of Foundation and College Property**

Disregarding or abuse of any of these general office policies restrictions may lead to disciplinary action up to and including separation.

### **Return of Foundation and College Property**

Any Foundation or Allan Hancock College property issued to an employee, such as keys, tools, or office equipment, must be returned to the Foundation upon termination of employment whether by dismissal, resignation or retirement, or whenever requested by the executive director. The employee is responsible to pay for any items that are lost or damaged due to employee's willful misconduct or gross negligence. The Foundation will maintain a log of all property loaned out or issued to Foundation employees.

Property theft of any type will not be tolerated. The Foundation will consider property theft to be the unauthorized use of Foundation services, facilities, or the taking of any Foundation property for personal use. Theft of any kind will be grounds for immediate dismissal and may subject the transgressor to legal and criminal proceedings.



**MEMO**

**TO:**

**FROM:**

**DATE:**

**RE:** Allan Hancock College Foundation Employee Handbook

Attached to this memo is your copy of the Allan Hancock College Foundation Employee Handbook.

It is important that you read this entire handbook as it covers many important aspects of your employment with the Allan Hancock College Foundation. This is your copy of the handbook to keep for reference. As updates and revisions are made, they will be distributed for you.

Please sign below and return only this cover memo to the executive director no later than fifteen (15) working days from the date of this memo, indicating that you have received and read the handbook.

.....

I acknowledge receiving and reading a copy of the Allan Hancock College Foundation Employee Handbook.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

Notice of Quarterly Meeting  
Allan Hancock College Foundation Board of Directors  
Thursday, January 23, 2020  
2:00 – 3:30 p.m.  
LOCATION TBD

**AGENDA**

	<b>Page</b>	<b>Time</b>
1. Call to order		2:00 PM
2. Roll Call		
3. Public Comment <i>Public comment not pertaining to specific agenda items is welcome at this time. If you wish to speak to any item listed, please complete a Request to Speak Card available from the Executive Director. It is suggested that speakers limit themselves to 5 minutes.</i>		
4. Approval of Agenda for January 23, 2020 (ACTION)		2:03 PM
5. Approval of Minutes – October 24, 2019 Quarterly Board Meeting (ACTION)		2:04 PM
6. Welcome and Remarks from Board President – Dr. Lee-Volker Cox (Information)		2:05 PM
7. Check Presentation – Haas Foundation		2:08 PM
8. 2020 College Trustee Appointments (Information)		2:13 PM
9. Governance and Nominations Committee		2:15 PM
9.A. New Board Member Nomination – Susan Appel (ACTION)		
9.B. Formation of Advancement Committee (ACTION)		
9.C. 2020 Committees and Chairs (ACTION)		
10. Finance Committee		2:30 PM
10.A. Review of Financial Statements through 11/30/2019 (ACTION)		
10.B. Endowment Scholarship and Program Funding 2019-2020 (ACTION)		
11. Review of Master Agreement between the Foundation and District (ACTION)		2:40 PM
12. Foundation Resolution 2020-01 Authorization of Savings, Checking, and Investment Account Signatures (ACTION)		3:00 PM

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|---|---------|
| 13. Conflict of Interest Disclosure (Information)               | 3:05 PM |
| 14. Committee Reports   | 3:07 PM |
| 14.A. President's Circle Committee Report (Information)         |         |
| 14.B. Scholarship Committee Report (Information)                |         |
| 14.C. Hancock Promise Committee Report (Information)            |         |
| 15. Oral Reports (Information)                                  | 3:15 PM |
| 15.A. Members of the Board of Directors – General Announcements |         |
| 15.B. College Superintendent/President – Dr. Kevin G. Walthers  |         |
| 15.C. College Trustee – Mr. Jeffrey Hall                        |         |
| 15.D. PCPA Foundation Representative – Mr. Jim Bray             |         |
| 15.E. Faculty Representative – Mr. Christopher Diaz             |         |
| 15.F. Student Representative – Mr. Tyler Little                 |         |
| 15.G. Executive Director, College Advancement – Dr. Jon Hooten  |         |
| 16. Consideration of New Business                               | 3:25 PM |
| 17. Next Meeting – Thursday, April 23, 2020, 4:00-6:00 PM       | 3:29 PM |
| 18. Adjournment of Quarterly Board Meeting (ACTION)             | 3:30 PM |

*In compliance with the Americans with Disabilities Act, if you need assistance to participate in this meeting, please contact the Allan Hancock College Foundation office at (805) 925-2004. Please make requests 48 hours prior to the meeting in order to make reasonable arrangements to ensure accessibility to this meeting.*

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Jon Hooten, Ph.D.  
 Executive Director  
 Allan Hancock College Foundation