

EIRA Board of Directors Meeting

Tuesday, December 14, 2021, 7 pm

Online via Zoom

MINUTES

Board members present:

Emma Erdahl (President), Erik Anderson (Vice President), Andrew Degerstrom (Treasurer),
Becky Accettura, Natasha Dockter, Mike Erlandson, Larry Lamb, Peter Mason, Brian Milavitz

Staff present:

Jenny Breen, Farmers Market Manager

Guests present:

Lisa Goodman, Minneapolis City Council - Ward 7
Nancy Johnston, former EIRA President
Other East Isles Neighbors

1) Welcome

President Emma Erdahl called the meeting to order at 7:03 p.m.

2) Council Member Lisa Goodman

Council Member Goodman gave the following announcements:

- City budget adopted. Highlights include: \$140 million on affordable housing. \$2.6 million going toward youth programming that will be developed and facilitated by the Minneapolis Parks Board, and Minneapolis Police Department will continue to recruit.
- Lunch with Lisa on Jan. 26.
- Mayor has put together 3 work groups - Charter Dependent work group, Economic Recovery work group, Community Safety and Reform.
- Holiday returns this year.
- New impound lot with better accessibility, expanded waiting area and energy efficiencies. <https://www.minneapolismn.gov/news/2021/november/new-impound-lot-facility-opens-nov-22/>
- Lisa has a new Policy Aide - Zach Schultz.

- Council member Goodman's newsletter: <https://www.minneapolismn.gov/government/city-council/ward-7/newsletters/>
- Free Energy Squad visit. 0% APR financing for energy upgrades such as air sealing, insulation, and solar. Whether you qualify for the free visit or not, a visit can help you improve your home's energy use.
- Starting Oct. 1, a City ordinance requiring a 5 cent fee for each carryout bag provided by a store goes into effect. Enforcement had paused temporarily when the pandemic began.

3) Approval of Minutes

The following action was taken regarding agenda item 3:

Motion to approve the minutes from the October 2021 Board Meeting and November 2021 Membership Meeting. *Motion by Degerstrom, seconded by Dockter. Motion carried with 9 ayes and 0 nays.*

4) Actions Since Previous Board Meeting

The following action was taken electronically since the previous Board meeting on October 12, 2021:

Motion to adopt Resolution 2021R-30: Resolved that the EIRA Board of Directors allocates up to \$15,000 of available funds under Strategy 7.4.1. Public Space Improvements of EIRA's Phase II NRP Plan to the Minneapolis Park & Recreation Board for the purpose of purchasing a heavy-duty snowmobile to be operated by the Loppet Foundation to maintain winter (ski, bike, and walking) trails with the primary focus being Lake of the Isles, Cedar Lake, and Bde Maka Ska. Further resolved, the EIRA Board of Directors encourages the Minneapolis Park & Recreation Board and Loppet Foundation to reach an agreement on the proper machine and an appropriate use agreement in advance of the purchase of the machine. Any excess EIRA funds will be returned to the previously cited strategy of EIRA's Phase II NRP Plan and if any additional resources are needed those will come from other sources. *Motion by Erlandson, seconded by Degerstrom. Motion carried with 10 ayes and 0 nays.*

Motion to adopt Resolution 2021R-31:

WHEREAS, the EIRA Board of Directors on October 12, 2021 adopted Resolution 2021R-25 recommending that Amended and Restated Bylaws be presented to the EIRA Membership for a vote at the Fall Membership Meeting; and,

WHEREAS, the Fall Membership Meeting of the EIRA Membership was held virtually on November 10, 2021, and the EIRA Membership voted on the Amended and Restated Bylaws via an online ballot; and,

WHEREAS, the question received a two-thirds (2/3) affirmative majority, attached as Exhibit A.

BE IT THEREFORE RESOLVED that the Bylaws of EIRA are amended and restated, attached as Exhibit B.

Motion by Degerstrom, seconded by Dockter. Motion carried with 11 ayes and 0 nays.

5) Farmers Market Season Recap

Farmers Market Manager Jenny Breen presented the following 2021 season recap:

- Farmers Market impacted again by COVID. Less attendance than years past. Vendors still were impressed with the amount of people that attended and purchased items.
- Did not require attendees and vendors to mask.
- Brought live music back to the market.
- Had a number of new vendors, and more produce vendors. Chicken and egg vendor.
- In 2022, there will be new structuring of farmers market management and committee.
- SNAP EBT was offered this year at the farmers market, and shoppers used it.
- In 2022, offering Market Bucks - match SNAP-EBT spending dollar-for-dollar (up to \$10) at the farmers market.
- Were a couple thefts at the farmers market this past year. Has occurred at other Minneapolis farmers markets. Farmers Markets of Minneapolis collaborative is looking at ways to prevent thefts and have a security presence. More to come in the future.

6) Nancy Johnston, Kenwood Isles Condos and former EIRA President

Nancy Johnston reported that residents of the Kenwood Isles Condos have formed a Diversity Committee with the goal to expand and commit to understanding and promoting multiculturalism and anti-racism. Their committee are reaching out to other neighborhood associations to discuss the current state of Uptown and any outreach being done and are wondering if there can be some type of collaboration with EIRA. It was suggested that members of their committee attend the next EIRA Outreach and Engagement Committee meeting in January.

7) Treasurer's Report/Finance Committee Report

a. December 2021 Finance Report

Treasurer Andrew Degerstrom presented the December 2021 Finance Report.

The following action was taken regarding agenda item 6a:

Motion to approve the December 2021 Finance Report, attached as Exhibit C. *Motion by Degerstrom, seconded by Anderson. Motion carried with 8 ayes and 0 nays.*

b. 2022 Management and Program Budget

Treasurer Andrew Degerstrom presented the 2022 Management and Program Budget recommended by the Finance Committee.

The following action was taken regarding agenda item 6b:

Motion to adopt Resolution 2021R-32: Resolved that EIRA adopt the Management and Program Budget for Fiscal Year 2022, attached as Exhibit D. *Motion by Degerstrom, seconded by Lamb. Motion carried with 8 ayes and 0 nays.*

c. Financial Management Policies and Procedures Draft Amendments

Treasurer Andrew Degerstrom presented the Finance Committee's proposed amendments to EIRA's Financial Management Policies and Procedures. To give Board members more time to review, the vote to approve will be postponed until January.

d. Fundraising Committee

Treasurer Andrew Degerstrom reported that the Finance Committee is recommending that EIRA form a Fundraising Committee as a way to increase EIRA's fundraising in light of decreased City funding. The Board will need to take action to form the committee and adopt a committee charter.

e. Bank Accounts

Treasurer Andrew Degerstrom reported that the Finance Committee is recommending that EIRA move its banking from Wells Fargo to Bridgewater Bank.

The following action was taken regarding agenda item 6e:

Motion to adopt Resolution 2021R-33: Resolved that EIRA authorizes moving its banking from Wells Fargo to Bridgewater Bank. Emma Erdahl and Andrew Degerstrom are authorized on behalf of EIRA to open both a checking account and credit card account with Bridgewater, and move all funds currently in its Wells Fargo

checking and savings accounts to its new Bridgewater checking account. EIRA's checking, savings, and credit card accounts at Wells Fargo shall be closed. *Motion by Degerstrom, seconded by Milavitz. Motion carried with 9 ayes and 0 nays.*

f. 2022 Neighborhood Network Fund/Equitable Engagement Fund Contract Approval

Treasurer Andrew Degerstrom presented the 2022 NNF/EEF Contract between EIRA and the City of Minneapolis.

The following action was taken regarding agenda item 6f:

Motion to adopt Resolution 2021R-34: Resolved that EIRA approve the 2022 NNF/EEF Funding Agreement with the City of Minneapolis, attached as Exhibit E. *Motion by Degerstrom, seconded by Erlandson. Motion carried with 9 ayes and 0 nays.*

g. NRP Phase II Contract Amendment and Plan Modification Proposal

Treasurer Andrew Degerstrom and NRP Committee Chair Mike Erlandson presented the NRP Committee's proposal for a series of two contract amendments and a plan modification to EIRA's NRP Phase II Plan. The purpose is to reallocate funds to provide 5 years of supplemental funding to EIRA's Management and Program Budget, as well as allocating funds to replace EIRA's neighborhood boundary signs as part of the rebranding project. The first of 3 recommended actions in the proposal, approve the 7th Amendment to its NRP Phase II Implementation Contract, would be taken tonight. The last 2 of the recommended actions, initiating Plan Modification #10 to EIRA's NRP Phase II Plan and approving the 8th Amendment to its NRP Phase II Implementation Contract, will be taken at the January 2022 Board Meeting.

The following action was taken regarding agenda item 6g:

Motion to adopt Resolution 2021R-35: Resolved that EIRA approve the 7th Amendment to NRP Funding Agreement no. 28340 with the City of Minneapolis, attached as Exhibit F. *Motion by Degerstrom, seconded by Erlandson. Motion carried with 9 ayes and 0 nays.*

8) Neighborhoods 2020 Policies

The Board reviewed the final set of policies that EIRA is required to adopt to remain eligible for City funding under the Neighborhoods 2020 program.

The following action was taken regarding agenda item 7:

Motion to adopt Resolution 2021R-36: Resolved that EIRA adopt a Conflict of Interest Policy, Board Development Policy, Employee Handbook, Whistleblower Policy, ADA Policy, Members Grievance Policy, EEO/AA Policy, and Language

Access Policy, attached as Exhibits G-N, respectively. *Motion by Degerstrom, seconded by Erlandson. Motion carried with 9 ayes and 0 nays.*

9) Outreach and Engagement Committee

Outreach and Engagement Committee Chair Becky Accettura gave the following updates:

- Volunteer of the Year nominations for Annual Meeting 2022. Recommend nominating East Isles resident Julie Kucinski. Plaques are at the Isles Buns & Coffee with volunteers' names on the plaques. Degerstrom - recognizing neighbors who have given back over the years, not just a new volunteer each year. Can be both. Accettura - will discuss and decide on recognized neighbors at our next meeting.
- Neighbor Survey Project. Strategy is to collect Block Captains contact information to help us distribute and share the Neighbor Survey Project. Please make sure to share your Block Captain information with Sandy at sandra@snadvertising.com.

10) NRP Committee

NRP Committee Chair Mike Erlandson gave the following update regarding the Loppet Trail Groomer that EIRA provided NRP funds for:

- The Park Board is going to work with the Loppet Foundation to procure the trail groomer.
- May be ways for EIRA to be recognized for our donation of the trail groomer to the Loppet Foundation.

The remainder of the meeting was held in closed session to discuss personnel matters

11) Contracts for EIRA Coordinator and Farmers Market Manager

The following action was taken regarding agenda item 10:

Motion to adopt Resolution 2021R-37: Resolved that EIRA approve Independent Contractor Agreements 2022C-01 with Jenna Egan and 2022C-02 with Jenny Breen, attached as Exhibits O and P, respectively. *Motion by Degerstrom, seconded by Erlandson. Motion carried with 9 ayes and 0 nays.*

12) Adjournment

The meeting was adjourned at 9:10 p.m.

Minutes submitted by Jenna Egan

CERTIFICATION

These minutes were approved by the Board of Directors of the Organization on February 8, 2022.

DocuSigned by:

A handwritten signature in blue ink that reads "Helene Barhaugh". The signature is written in a cursive style.

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Helene Barhaugh, Secretary

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Apps Reading List

electionrunner

EIRA Bylaw Amendments Completed

Overview Results Fraud Analysis Voters Ballot Add-ons Settings

START DATE 11/9/21, 7:15 PM

END DATE 11/10/21, 9:00 PM

TIMEZONE US/Central

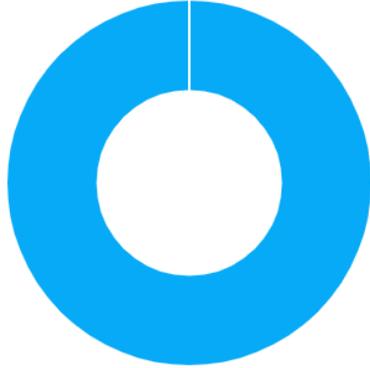
Terms of Service Privacy Policy

Results

Download Publish Results

Shall EIRA adopt Amended and Restated Bylaws?

Option	Votes	
<input checked="" type="checkbox"/> Yes	100%	32
<input type="checkbox"/> No	0%	0



A donut chart representing the election results. The chart is almost entirely blue, indicating that 100% of the votes were 'Yes'. A very thin white slice at the top represents the 0% 'No' votes.

The East Isles Residents' Association, Inc. Bylaws

I. Purpose

This Corporation is not operated for profit. The Corporation is organized under Minnesota statutes Chapter 317A and elects to also be governed by the statutory provisions governing "neighborhood organizations" as described in the Articles of Incorporation. All changes to the Corporation's purpose are governed by changes to that document.

II. Boundaries

The Corporation is recognized by the City of Minneapolis as a neighborhood organization serving a defined area. The area of the neighborhood, for the purposes of membership and these Bylaws, is defined as:

That part of South Minneapolis which is bounded by West 22nd Street on the north, Hennepin Avenue South on the east, West Lake Street on the south, and Knox Avenue South and East Lake of the Isles Parkway on the west.

The area is depicted in the boundary map below.



III. Membership

The Corporation has one class of voting members. The classes, eligibility, rights, and obligations of any members will be determined by the Board of Directors through amendment of these Bylaws.

A. Eligibility for Membership

Eligibility for membership is defined below as any individual who is at least 16 years old and is:

1. A resident in the neighborhood; or,
2. An owner or business lessee of real property in the neighborhood; or,
3. The designated representative of a nonprofit, educational organization, or governmental organization in the neighborhood.

New members are encouraged (but not required) to establish voting membership eligibility at least 10 days before a voting member meeting.

Resident members may use any document of any kind showing the members full name and an address inside the neighborhood; or another member may vouch for one new resident member's eligibility.

Business / property owner or lessee members may use documentation showing real estate ownership and the name of the entity paying property tax at that address, or a copy of the business lease at that address.

Organizational representative members may document their representative status with an official letter from the organization designating the representative by name.

B. Member Dues / Fees

The organization does not charge dues. Voluntary donations to support the Corporation and its activities are encouraged.

C. Rights of Members

The Board governs and voting members have limited voting rights. Each voting member is eligible to cast one vote at the annual meeting of the voting membership as well as one vote in any periodic vote involving the voting membership as required by these Bylaws, State law, or as authorized by Board action. Members must vote either in person, by U.S. mail, or electronically when authorized by Board action. Voting by proxy is *not* permitted.

D. Members Not Financially Obligated

No member will be personally responsible for any financial obligation of the Corporation.

E. Membership Duration

Once a Corporation Member, Membership will continue in perpetuity as long as the member remains eligible.

F. Membership Non-transferable

Membership in Corporation may not be assigned or transferred in any way.

G. Membership Termination

All member rights, privileges, and benefits will cease in the event of death or termination of eligibility of the member.

H. Member Grievance Procedure

Any voting member may file a formal grievance with the Corporation. Other forms of conflict resolution are encouraged prior to invoking a grievance. All parties should attempt to resolve disputes through dialogue, or informal or formal mediation whenever possible. In the event such efforts are not successful, the process of filing a grievance is set forth in the Corporation's Grievance Policy and Procedure, a copy of which is available on the organization's website.

I. Meetings of Voting Members

1. **Record Date and Membership Roster.** As required by State law, the record date for determining who are the voting members of the Corporation at the time of a voting members meeting will be the day of the meeting. Meaning, eligibility to vote may be determined on the day of any meeting where a member vote will occur, and pre-registration is not required to participate.
2. **Notice to Members.** As required by State law and City of Minneapolis grant funding requirements, written notice, including the date, time, and place of the meeting, will be provided at least 21 calendar days in advance of a member meeting. Notice will not be provided more than 30 calendar days in advance of a member meeting. Notice may be provided through any reasonable method designed to give notice to every member with voting rights.
3. **Regular Member Meetings.** Corporation, if desired, may conduct regular member meetings that will take place on a recurring schedule, the specific date, time, and location of which will be designated by the Board and published to the members.
4. **Annual Member Meetings.** An annual meeting will take place once a year on a schedule designated by the Board. As required by State law, there will be a report on the annual activities and financial condition of the Corporation at the meeting and an election to fill open Board seats.

- 5. Special Member Meetings.** Special meetings of the members may be called by the President of the Board, a simple majority of the Board of Directors, or by a petition signed of 50 individual voting members as required by State law. A member petition to call a special meeting must describe the purpose for the meeting and must document the eligibility of all 50 member signatures. The Board will publish a meeting notice for all special meetings. Special meetings will be conducted in accordance with State law. Business transacted at a special meeting is limited to the purposes specifically stated within the written meeting notice. No other business may be conducted.
- 6. Participation by Remote Communication.** Any member meeting, including annual or special meetings, may be held in whole or in part by means of remote communication. When one or more members participate by means of remote communication, the Corporation will implement reasonable measures to:

 - a. Verify that each person deemed present and entitled to vote at the meeting by means of remote communication is in fact a voting member; and,
 - b. The method of remote communication must provide each member with a reasonable opportunity to participate in the meeting, in real time with the other participants, as required by State law.
 - c. Voting conducted via remote communication may be conducted online through a third-party service to allow for more inclusive participation.
- 7. Member Meeting Quorum.** A quorum of the members is 30 of the members entitled to vote at the meeting. If a quorum is not present, the meeting may be adjourned and recalled with at least 5 days' written notice provided prior to the new date.
- 8. Member Voting.** All issues to be voted upon will be decided by a simple majority of those present at the meeting in which the vote takes place unless otherwise specified in these Bylaws or by resolution of the Board. All eligible voters may cast one vote. Voting by proxy is *not* permitted. The election of Directors requires approval of the voting membership in all cases.
- 9. Member Meeting Procedures.** All questions of order with respect to any member meeting will be resolved in an orderly manner that is deemed appropriate by the President. The Corporation is not obligated to follow Robert's Rules of Order.
- 10. Member Meeting Decorum.** The Corporation will follow best and lawful practices for conducting business at meetings. The Board will exemplify, communicate, and enforce the expectation that meetings be conducted in an orderly and respectful manner. The Board reserves the right to excuse any Director, Officer, member, guest, member of the media, or audience participant exhibiting conduct that is disrespectful or disruptive to meeting proceedings. The Board President has the responsibility to require order in a meeting. To that end, the President has the authority to call a Director, Officer, or member to order, and to exclude non-members, or to remove any participant from the meeting. Another Officer may serve in the President's capacity if required.

11. Member Action Without a Meeting. Member actions without a meeting is not permitted.

IV. Board of Directors (Governing Body)

A. Board Governing Powers

In compliance with State law and common law, the Board of Directors will execute the fiduciary duties (duty of care; duty of loyalty; duty of obedience) to the Corporation in all aspects of its governance. The Board has all the powers given by State law which are necessary and appropriate for governing the Corporation, including but not limited to the following:

1. Performance of any and all duties imposed upon them collectively and individually by law, by the Articles of Incorporation, these Bylaws, or other written policies and procedures of the Corporation.
2. Appointment and removal of Board Directors and Officers.
3. Oversee the affairs and activities of the Corporation and set policies and procedures.
4. Enter into contracts, leases, or other agreements which are, in the judgement of the Board, necessary or desirable to the delivery and execution of the mission.
5. Acquire, manage, improve, encumber, leverage, or dispose of real or personal property, through any lawful method.
6. Oversee the participation in financial transactions such as loans, debt obligations, investments, promissory notes, bonds, deeds of trust, mortgages, pledges, etc.
7. Indemnify the Directors, Officers, agents, employees, or independent contractors for liability alleged against or incurred by persons in this capacity or arising out of the person's status or obtain insurance for these purposes.
8. Uphold the Bylaws, Policies, and Procedures of the Corporation.
9. The Board of Directors may engage in acts that are in the best interests of the Corporation and that are not in violation of State or Federal laws or regulations. No Director will have any right, title, or interest in or to any real property of the Corporation.

B. Board Compensation

All members of the Board will serve as volunteers. No compensation may be paid to the Directors for their services, time, and efforts in that role. Directors, however, may be reimbursed for necessary and reasonable actual (documented) expenses incurred in the performance of their duties subject to the organization's financial policies and procedures.

C. Board Number and Qualifications

The Corporation's Board of Directors shall be composed of 11 Directors overall.

All Directors must be at least 18 years old. These individuals should be broadly representative of the community, possess applicable experience, or meet other eligibility criteria. Directors may not be corporate entities.

D. Board Service Eligibility

All Directors are elected from the pool of voting members. Only one member per household or family system may serve on the Board at any given time.

The number of Board seats that may be filled by business owners / lessees or designated representatives of a nonprofit, educational organization, or governmental organization in the neighborhood is 3.

E. Board Terms

In order to ensure the continuity of the Board, the terms of all Directors shall be staggered as follows:

1. Elections to fill 5 out of the 11 Board seats for a 1-year term shall occur in 2022, after which elections to fill those seats for a 2-year term shall occur in odd-numbered years beginning in 2023.
2. Elections to fill the other 6 Board seats for a 2-year term shall occur in even-numbered years beginning in 2022.
3. The existing Board upon the adoption of these Bylaws shall continue to serve until 2022.

There is no limitation on the number of terms a Director may serve, except that Directors must take at least two years off after serving 6 consecutive years.

F. Annual Meeting Election Process

The election process will be fair and open.

1. **Candidate Search.** The Board will publish a call for candidates in the notice of the meeting. The Board will strive to recruit a number of candidates that meets or exceeds the number of seats that are up for election.
2. **Nominations Committee.** In the event a nominating committee is formed, its chartered purpose must be limited to coordination of the process. Any review of candidate applications is limited to determining eligibility for service.
3. **Elections.** Eligible voting members to check in to a meeting where Directors will be elected may vote for candidates, including any nominations from the floor (offered with

consent of the nominee). Those candidates receiving the highest number of votes will be elected.

- 4. Verification and Seating.** If necessary, the eligibility of candidates may be confirmed within one week following the close of voting. Outgoing Directors retain their duties until new Directors assume their office at the next scheduled Board meeting. In the event a successful candidate is deemed ineligible, the candidate with the next highest votes will be seated instead.

G. Board Member Resignation

A Director may resign at any time by giving notice to an Officer of the Board. Notice may be in any form. The resignation can be deemed effective immediately without any formal acceptance by the Board. If a resignation is provided with a later effective date, then the Board may fill the pending vacancy before the effective date and the new Director will be seated on the effective date and will serve the remaining of the resigning Director's term. If less Directors will remain after the resignation than is mandated as the minimum required by these Bylaws, then the resignation must not be effective until a successor is appointed by the Board.

H. Board Member Termination or Removal

Any Director may be removed at any time with or without cause, by an affirmative vote of at least a two-thirds majority of all the remaining Directors. The matter of removal is a personnel matter and may be acted upon at any meeting of the Board of Directors. The Director subject to removal may not vote on the matter. Upon removal, a successive Director may then be appointed to fill the vacancy created and serve out the remainder of that term. In that case, the Board will publish a call for applications, and it will vote to appoint an interim Director who will serve out the remainder of that term.

I. Board Vacancies

Vacancies in the Board of Directors are filled after a published call for applications by a vote of the majority of the remaining Directors at a properly called meeting. The interim Director appointed will fulfill the remainder of the term for that seat.

J. Regular Board Meetings

The Board will meet routinely, on a schedule designated by the Board which meets or exceeds State nonprofit law minimum requirements. Board meetings may, but need not coincide with, member meetings.

K. Special or Emergency Board Meetings

Special meetings of the Board may be called with 24 hours' notice upon the request of the President, or by one-third of the Board.

L. Board Meeting Notices

All written meeting notices, including the date, time, and place of the meeting, are provided to each Director at least 5 calendar days in advance of a meeting. Notice will not be provided more than 60 calendar days in advance of a meeting. This notice may be given through any reasonable method. The Board meeting schedule may be set and published to the Board annually in lieu of or in addition to other notices.

Directors may waive the notice requirements. Attendance at the meeting is considered a waiver of notice requirements unless the Director objects at the beginning of the meeting that it was not properly called and does not participate in the meeting.

M. Board Meeting Quorum

Unless otherwise specified in these Bylaws, at all meetings of the Board of Directors, a simple majority of 51% or greater of seated Directors constitutes a quorum for the transaction of all authorized business. If 51% or greater of seated Directors are not present, no voting may occur.

N. Board Action / Voting

Unless otherwise specified in these Bylaws, during Board meetings, all matters are decided by a simple majority vote. There is no cumulative voting among Directors. Abstaining from votes is not permitted. Board members with a conflict of interest will recuse themselves from all discussion and the vote in accordance with the Corporation's Conflict of Interest Policy. Proxy voting is not permitted. The acts of the Board are the acts of the Corporation and must be carried out.

O. Open Meetings

The Corporation is a private nonprofit corporation and is not subject to open meetings law and government data practices. However, to comply with City of Minneapolis grant requirements, the Corporation will hold all of its meetings open to the public, except when a closed session is required for consideration of legal and personnel issues. The public version of meeting minutes from a closed session will indicate that the Board went into a closed session. The Corporation will maintain a record of any business decision made in a closed session but may limit access to the record to those with a legal right to be in the meeting.

P. Meeting Procedures

All questions of order with respect to any meeting or action of the Corporation, its Board of Directors, or any chartered committee or task force will be resolved in any orderly manner that is deemed appropriate by the President or the committee Chair which allows for making motions and voting on business matters. The Corporation is not, however, obligated to use Robert's Rules of Order. Meeting minutes must be produced to create a corporate record of reports and decisions made at meetings.

Q. Meeting Decorum

The Corporation follows lawful and nonprofit sector best practices for conducting business meetings. The Board of Directors will exemplify, communicate, and enforce the expectation that meetings are conducted in an orderly and respectful manner. The Board of Directors reserves the right to excuse any Director, Officer, member, guest, member of the media, or audience participant exhibiting conduct that is disrespectful or disruptive to meeting proceedings. The President has the responsibility to require order in a meeting. To that end, the President has the authority to call a Director, Officer, or member to order, and exclude non-members, if necessary, to maintain an orderly meeting. The President has the authority to remove a participant from the meeting. Another Officer may act in the President's place if required.

R. Board Meetings by Remote Participation

To the extent permitted by State law, meetings of the Board of Directors may occur either in part or solely through remote communication, if desired. The method of remote communication must allow all Directors in attendance to participate contemporaneously in the meeting.

S. Board Written Action Without a Meeting

Any action that could be taken at a Board meeting may instead be taken by written action, so long as the following conditions are met:

1. The action is taken by a vote of the number of Directors that would be required to take the same action at a meeting of the Board at which all Directors are present.
2. The votes cast through written action must be voted on through authenticated electronic communication (defined as communication that includes information which one can reasonably identify who the sender was (for example, a known email address, phone number, certified e-signature program, etc.)).
3. Once the vote is complete, all Directors are given immediate notice of the text and effective date of the written action.
4. Action taken under this section is effective when the vote is complete unless the action specifies a different effective date.
5. Action taken under this section has the effect of a meeting vote and may be described as a meeting vote in any document.

V. Officers

A. Election of Board Officers

Board Officers must first also be on the Board of Directors. Officers are effectively Board members with extra duties. Board Officers are volunteers and are not paid for their Board service. They are elected annually from the pool of seated Directors.

A vacancy in any Board Officer position may be filled by a vote of the Board of Directors for the unexpired portion of the term. The Board of Directors also has the authority to appoint temporary acting Board Officers as may be necessary during the temporary absence or disability of serving Board Officers.

B. Terms

All Board Officers will serve a 1-year term that coincides with a portion of their term as Director. There is no limit to the number of terms an Officer may serve. However, in the case of the Treasurer, the Treasurer may only serve up to 3 consecutive years. After serving 3 consecutive years, the Treasurer must take at least 1 year off from the Treasurer position before being considered for another term as Treasurer.

C. Resignation

An Officer may resign by giving notice to any other Board Officer. The resignation is effective immediately and without formal acceptance when the notice is given to the Board, unless a later effective date is named in the notice. Notice may be in any form.

D. Removal

Board Officer positions are distinct from Board membership. Any Officer who is removed as a Director is also automatically removed from their Officer position. However, any Officer may be removed only from their Officer position with or without cause by a vote of all remaining Directors. The matter of removal may be acted upon at any meeting of the Board of Directors. The Officer subject to removal cannot vote on the issue. After removal, another Board member will be appointed to serve in an interim capacity to fill the vacancy for the remainder of the Officer term.

E. Board Officers and Duties

The principal Officers of the Board consist of a President, Secretary, and Treasurer, and a Vice President if desired. Their duties are as follows:

1. **President.** The President convenes regularly scheduled Board meetings, presides at meetings or arranges for other Directors to preside at each meeting in the following order: Vice President (if any), Secretary, Treasurer. The President is a Board member with voting rights and will vote at meetings.

2. **Secretary.** The Secretary is responsible for assuring: 1) the corporate records of Board actions are documented through meeting minutes; 2) that meeting notices and agendas are distributed in a timely manner; 3) that records are published as necessary to the members; and, generally that corporate records are maintained.
3. **Treasurer.** The Treasurer is responsible for assuring: 1) financial records and accounts are kept in a manner that meets State law, IRS, and GAAP standards; 2) that the Board is informed at least quarterly on the Corporation's financial position and budget-to-actual status; and 3) public facing financial data is provided and tax filings are completed in a timely manner.
4. **Vice President.** The Vice President, if one is appointed, may chair committees or task forces on special subjects as designated by the Board and may serve in the President's absence when needed.

At the discretion of the Board of Directors, other Board Officers such as Fundraising or Development Director, may be elected with duties that the Board will prescribe.

Officers also have additional duties and powers as prescribed from time to time by the Board of Directors in addition to the duties and powers described by these Bylaws.

VI. Committees and Task Forces

A. Authority

The Board of Directors may act through committees or ad-hoc task forces. The Board may create these groups through resolutions adopted by a vote of the Board of Directors. Each group has the duties and responsibilities granted to it from time to time by the Board. These groups are at all times subject to the control and direction of the Board. Ideally, at least one member of the committee or task force will be a Board member. Committee members may be volunteers that are not on the Board. Committees and task forces report back to the Board on a schedule determined by the Board regarding recommendations or action items on the Board's agenda.

B. Committees

Committees may be standing or have an expiration date. Committees are formed by resolution adopted by a majority of the Board (for example, Finance Committee; Communications Committee; Governance Committee; Engagement Committee, etc.).

Committees are formed under a detailed charter describing their purpose and duties.

C. Task Forces

Task forces are temporary work groups often made up of experts in specified areas of knowledge or practice. Task forces are small groups of people and resources brought together to accomplish a specific objective, with the expectation that the group will disband when the

objective has been completed. Task forces are formed to address major or complex issues and projects. Often, they are formed in response to an event, whether expected or unexpected, which causes the need to acquire knowledge and respond.

D. Executive Committee

The Board of Directors may (but does not need to) establish an Executive Committee to consist of the Board Officers. The President is the Chair of any Executive Committee. The creation of an Executive Committee does not relieve the Board of Directors of any of its responsibility. This committee is at all times subject to the direction and control of the full Board. The role of the Executive Committee, if established, is primarily to organize the agenda for each Board meeting and may also supervise the Executive Director. In keeping with nonprofit sector best practices, the Executive Committee never has authority to act on behalf of the full Board for any reason.

E. Meetings

Meetings of the individual committees and task forces may be held at a time and place (including by phone or virtually) as determined by a majority of the committee or task force members; by the Board President; or, by the Board of Directors. Notice of committee and task force meetings is handled under the same provisions for Board meetings, including the ability to waive notice requirements. A simple majority constitutes a quorum for any committee or task force meeting. Proxy voting is not permitted. Every committee or task force will create minutes or reports of its meetings for Board review including dates, roll call information, and decisions made (if any are authorized).

VII. Executive Officers, Employees, and Independent Contractors

A. Designation

The Board of Directors may select an Executive Director (whether it uses this title or another comparable title). The Executive Director will be engaged by and act as the administrative agent of the Board of Directors to administer the affairs of the Corporation and implement the policies and decisions of the Board of Directors. The Executive Director has no power or authority apart from that which is delegated to them by the Board of Directors, and the Board has the duty and responsibility to adequately monitor the actions of the Executive Director. The Executive Director is responsible for the hiring, supervision, discipline and discharge of other employees and independent contractors. The Board collectively supervises the Executive Director and will review their performance annually. The Executive Director may be a non-voting ex officio member of any standing committees and may attend and may participate in all meetings of the Board of Directors except when matters regarding their employment and compensation are under consideration. The Executive Director may not serve as a voting member of the Board of Directors.

B. Compensation

The Corporation may pay compensation to the Executive Director, other hired Officers, employees, and other independent contractors for services rendered. The amount and frequency of payments must be reasonable, determined from time to time by the Board in accordance with the Conflict of Interest Policy, and be legally compliant with all State and Federal employment, nonprofit, and other applicable laws.

C. Checks, Drafts, Petty Cash Fund

The Executive Director may be authorized to provide the signatures on checks, drafts, or other orders of payment for the Corporation. They may also be authorized to administer a Petty Cash Fund, the size of which is designated by the Board of Directors.

D. Volunteers

The Board of Directors may establish policies and procedures to recruit, train, and utilize volunteers in the operation of its activities and fulfillment of its purpose and mission. The Corporation may maintain insurance policies to cover those serving as volunteers.

VIII. Management Provisions

A. Diversity, Equity, and Inclusion

1. Non-Discrimination

The Corporation will not discriminate against any individuals or groups on the basis of gender, age, ethnicity, religion, creed, national origin, citizenship status, sexual orientation, gender expression, disability, marital status, income, political affiliation, or another legally protected class in its policies, recommendations, programs, or actions.

2. Equal Opportunity

The Corporation will strive to be an equal opportunity employer and will adopt equal opportunity employment policies that comply with State and local requirements.

3. Diversity, Equity, and Inclusion

The Corporation will foster principles of diversity, equity, and inclusion in its mission-driven work. This includes fostering diversity, equity, and inclusion in the Corporation's policies and procedures; in the election of its corporate Directors; in the hiring and advancement of its staff; and in all of its programmatic activities.

B. Financial Year

The accounting year of the Corporation begins on January 1 and ends on December 31.

C. Annual Budget and Financial Information

The Board will consider programmatic goals and financial objectives in planning for the annual budget. The Board must review and adopt the budget annually. During the financial year, expenditures must be within budget, unless approved as required by the financial policies and procedures. Financial reports are required to be submitted to and reviewed by the Board no less than quarterly. At minimum, the Board will regularly review the Corporation's: income statement, balance sheet, and budget to actual reports. At minimum, the Board will review annually, the annual financial report, any audit reports, and IRS 990 information return.

D. Accounts

1. The Corporation will maintain appropriate checking, savings, or other accounts at a reputable bank or financial institution under the name of the Corporation.
2. Any Officer of the Corporation or the Executive Director may be authorized by Board resolution to act as signatories on all corporate accounts. Corporation will at all times have at least two signatories on every bank account or financial account.
3. All money raised in the Corporation's name must be deposited in corporate accounts as charitable assets and used for charitable purposes according to State and Federal fundraising laws and rules.

E. Registered Office

The registered office of the Corporation is the place designated in the Articles of Incorporation as the registered office. The Corporation may change its registered office in accordance with State law. The corporate records are stored at the registered office or in an electronic file storage system.

F. Other Offices

The Corporation may maintain offices or places of business other than the registered office and mailing address on file with its home state.

G. Records

The Corporation will keep at the registered office address or in an online filing system correct and complete copies of its Articles and Bylaws; accounting records; and, the meeting minutes of its Board, Committees, and task forces for the last six years.

In the spirit of nonprofit transparency and accountability, the organization will publish copies of reviewed and approved meeting minutes and its financial reports or IRS form 990s online to its public website or other social media platform.

H. Inspection

A voting member or Director may inspect all records described in the section above, either in person or by agent or attorney, for any proper purpose at any reasonable time. A proper purpose is one reasonably related to the person's interest as a member or Director of the Corporation.

Upon request the Corporation will give a voting member or Director who requests it a financial statement (i.e., consolidated financial statements, or income statement and balance sheets etc.) for the last annual accounting period and a balance sheet with a summary of its assets and liabilities as of the closing date of the last quarterly accounting period.

I. Ownership of Intangible Assets

From time-to-time accounts will be established on behalf of the Corporation for third party services such as web domains, web services, software services, donor or member lists, etc. All accounts of this nature are assets of the Corporation and should be opened in the name of the Corporation whenever possible. If ownership cannot be established in the name of the Corporation, the individual must grant secondary authority whenever possible or share account information and log in credentials to the Corporation's designee to preserve right of access to these assets and accounts.

J. Legal Instruments

All contracts, agreements, and other legal instruments executed by the Corporation must be issued in the name of the Corporation, not the individual name of a Director or Officer, employee, etc. The Board may establish internal controls or policies which control the number of Officers required to sign legal instruments.

Legal instruments must only be signed after proper consideration and approval by the full Board or those with delegated authority (for example, the Executive Director). In the event a legal instrument is not properly approved, then the individual signing the agreement may be considered personally liable.

K. Loans

Loans and other debts are not permitted without authorization of the Board of Directors (or those with delegated authority) specifically authorizing the loan or debt. All loans and debts for the Corporation must comply with State laws governing nonprofits.

L. Periodic Reviews

Periodic reviews are conducted to ensure the Corporation operates in a manner consistent with its charitable purposes; that it files all required paperwork; and does not engage in activities that could jeopardize its tax-exempt status. The periodic reviews will, at a minimum, include the following subjects:

1. Whether compensation arrangements and benefits and vendor payments are reasonable, based on competent survey information, and the result of arm's length bargaining;
2. Whether partnerships, joint ventures, and arrangements with management organizations conform to the Corporation's written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes, and do not result in private inurement, impermissible private benefit or in an excess benefit transaction;
3. Whether the Corporation is properly filing annual paperwork with the IRS (including the Form 990) and certain State agencies for charitable solicitation registration; corporate entity registration; unemployment insurance; sales tax revenue reporting; income tax reporting; or social security administration, etc.;
4. Whether the Corporation is compliant with State and Federal fundraising regulations and industry best practices.

M. Affiliations

The Corporation may maintain professional affiliations that benefit and strengthen the organization and its capacity to fulfill its mission.

N. Policies and Procedures

In compliance with the City of Minneapolis grant funding requirements the Board will adopt the following policies and procedures (and review them on a regular basis):

- Financial and internal controls policies
- Conflict of Interest
- Personnel policies and procedures (i.e. an employee handbook or contractor handbook)
- Equal opportunity employment / affirmative action policy
- ADA policy and procedure
- Language access policy
- Audit policy
- Equitable engagement plan
- Board development and training policy
- Member grievance policy

The Board of Directors may also establish policies and procedures to follow best practices or regulations in the nonprofit sector:

- Records retention policy
- Expense reimbursement policy

- Gift acceptance policy
- Volunteer management
- Donor privacy policy
- Regarding other topics as reasonable and necessary

IX. Amending the Articles of Incorporation and Bylaws

The Corporation has the power to amend the Articles of Incorporation and Bylaws. Subject to restrictions imposed by State statutes, amendments to the Articles and Bylaws must be approved by the affirmative vote of at least two-thirds of the Board at a properly called meeting.

Amendments may also be proposed by a petition of at least 25 members. Any petition for amendment must state the text of the amendment and contain the signatures of 25 eligible members. Petitions received will be voted on at a regularly scheduled Board meeting not to exceed 120 days from receipt of the petition. The Board will publish the proposed amendment online in advance of the meeting. A petition amendment may be approved by a two-thirds vote of the active Directors in a roll-call vote.

CERTIFICATION

These Bylaws were approved at a properly conducted meeting of the voting membership of the Corporation by a 2/3 majority vote on the 9th day of November, 2021.

Helene Barhaugh, Secretary

Revision history:
November 9, 2021 (Amended and Restated)

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Cash on Hand

<hr/>	
Wells Fargo Checking	
<hr/>	
City Fund	\$ 3,601.22
General Fund	\$ 27,334.58
Farmers Market Fund	\$ 26,390.28
Farmers Market Essential Support & Safety Resources Grant	\$ -
<hr/>	
Wells Fargo Checking Total	\$ 57,326.08
Wells Fargo Savings	\$ 10,067.57
Petty Cash	\$ -
Stripe Balance	\$ -
PayPal Balance	\$ -
Undeposited Funds	\$ -
<hr/>	
Total Cash on Hand	\$ 67,393.65

Other Assets

<hr/>	
Credit Card Deposit Holding	\$ -
<hr/>	
Total Other Assets	\$ -

Total Assets **\$ 67,393.65**

Liabilities

<hr/>	
EIRA Visa Balance	\$ 782.86
EIRA MasterCard Balance	\$ -
C-42485 Advance	\$ 7,500.00
C-35167 Advance	\$ 1,650.00
<hr/>	
Total Liabilities	\$ 9,932.86

Net Assets **\$ 57,460.79**

December 2021 Finance Report

Exhibit C

October-November 2021 Transactions Report

Date	Payee/Remitter	Detail	Expense	Deposit	Budget Line Item	Fund #	Reimbursable (Y/N)
10/2/2021	The Generous Garden	FM end-of-season token reimbursement	\$ 10.00	\$ -	n/a	3000	n/a
10/2/2021	Song Thao Produce	FM end-of-season token reimbursement	\$ 20.00	\$ -	n/a	3000	n/a
10/2/2021	Jenny Breen	Market Manager - Market Management Hours	\$ 560.00	\$ -	620 - Market Manager (Management)	3000	N
10/2/2021	Jenny Breen	Market Manager - Sustainability Hours	\$ 924.00	\$ -	621 - Market Manager (Sustainability)	1300	Y
10/2/2021	Jenny Breen	Reimbursement for expenses	\$ 7.99	\$ -	607 - Equipment/Supplies	3000	N
10/2/2021	Minneapolis Finance Department	FM organics cart rental for season	\$ 640.00	\$ -	626 - Organics Recycling Carts	1300	Y
10/2/2021	Cha Produce and Flowers	FM end-of-season token reimbursement	\$ 62.00	\$ -	n/a	3000	n/a
10/3/2021	Zoom	Zoom subscription	\$ 16.18	\$ -	117 - Zoom	1103	Y
10/4/2021	Birken Law	IRS response to letter requesting we send another copy of our 990	\$ 500.00	\$ -	104 - Legal	1102	Y
10/4/2021	Gusto	Payroll service	\$ 63.00	\$ -	636 - Gusto	1103	Y
10/9/2021	Jenna Egan	Coordinatro September 2021	\$ 700.00	\$ -	102 - EIRA Coordinator	1101	Y
10/9/2021	Minneapolis Finance Department	Street closure permits for Halloween Party	\$ 80.00	\$ -	426 - Permits	2000	N
10/10/2021	American Family Insurance	General Liability Insurance Annual Premium	\$ 387.00	\$ -	127 - General Liability Insurance	1104	Y
10/12/2021	Extra Space Storage	Storage locker annual rent	\$ 1,152.00	\$ -	112 - Storage Locker	1103	Y
10/12/2021	Adobe	InDesign subscription	\$ 22.67	\$ -	118 - Adobe Creative Cloud	1103	Y
10/15/2021	Biffs	FM portable restroom rental	\$ 117.01	\$ -	635 - Portable Restroom Rental	3000	N
10/15/2021	Jaba Noodles	FM end-of-season token reimbursement	\$ 11.00	\$ -	n/a	3000	n/a
10/15/2021	City of Minneapolis	C-42485 Reimbursement	\$ -	\$ 2,008.77	n/a	1000	n/a
10/15/2021	City of Minneapolis	C-35039 Reimbursement	\$ -	\$ 943.52	n/a	1000	n/a
10/15/2021	City of Minneapolis	C-35167 Reimbursement	\$ -	\$ 97.70	n/a	1000	n/a
10/17/2021	Mark Sloo	Super Sale map design	\$ 187.50	\$ -	503 - Graphic Design Services	2000	N
10/20/2021	Minneapolis Finance Department	Trash for Halloween Party	\$ 30.02	\$ -	423 - Trash	2000	N
10/20/2021	Minneapolis Finance Department	Recycling/Compost for Halloween Party	\$ 62.11	\$ -	424 - Recycling/Organics	1300	Y
10/20/2021	Squarespace	Annual web hosting	\$ 216.00	\$ -	114 - Web Hosting/Domain Registration	1103	Y
10/21/2021	Minuteman Press	Fall Membership Meeting postcard	\$ 1,020.15	\$ -	315 - Postcard Mailing	1106	Y
10/21/2021	Minuteman Press	Adress list	\$ 67.52	\$ -	133 - Address List	1106	Y
10/30/2021	USA Inflatables	Game rental for Halloween Party	\$ 229.31	\$ -	428 - Games and Prizes	2000	N
10/31/2021	Madeleine Asher	Face painting for Halloween Party	\$ 250.00	\$ -	430 - Face Painter	2000	N
10/31/2021	SG Photography & Multimedia	Photography for Halloween Party	\$ 163.13	\$ -	427 - Photography	2000	N
10/31/2021	Z Puppets Rosenschnoz	Puppet table for Halloween Party	\$ 500.00	\$ -	432 - Puppet Show	2000	N
10/31/2021	AT&T	Tablet data plan	\$ 19.99	\$ -	633 - Tablet Data Plan	1103	Y
11/1/2021	Jenna Egan	Coordinator October 2021	\$ 962.50	\$ -	102 - EIRA Coordinator	1101	Y
11/3/2021	Zoom	Zoom subscription	\$ 16.18	\$ -	117 - Zoom	1103	Y
11/3/2021	Gusto	Payroll service	\$ 63.00	\$ -	636 - Gusto	1103	Y
11/4/2021	City of Minneapolis	C-42485 Reimbursement	\$ -	\$ 4,144.52	n/a	1000	n/a
11/4/2021	City of Minneapolis	C-35167 Reimbursement	\$ -	\$ 1,626.11	n/a	1000	n/a
11/5/2021	Britt Sutton	Market Hand Wages end-of-season trip to storage locker	\$ 28.00	\$ -	622 - Market Helpers	3000	N
11/5/2021	Franny Dicus Breen	Market Hand Wages end-of-season trip to storage locker	\$ 25.00	\$ -	622 - Market Helpers	3000	N

December 2021 Finance Report

Exhibit C

11/5/2021	Grayson Richard	Market Hand Wages end-of-season trip to storage locker	\$ 26.00	\$ -	622 - Market Helpers	3000	N
11/5/2021	Gusto	Payroll taxes	\$ 7.43	\$ -	637 - Payroll Taxes	1101	Y
11/9/2021	Danger Boat Productions	Improv performance final installment	\$ 500.00	\$ -	302 - Theater of Public Policy	1108	Y
11/11/2021	USA Inflatables	Game rental for Halloween Party	\$ 53.89	\$ -	428 - Games and Prizes	2000	N
11/12/2021	Adobe	InDesign subscription	\$ 22.67	\$ -	118 - Adobe Creative Cloud	1103	Y
11/12/2021	Election Runner	Online voting for Fall Membership Meeting	\$ 19.00	\$ -	313 - Printing & Copying	1106	Y
11/16/2021	1Password	Password vault annual subscription	\$ 71.82	\$ -	121 - 1Password	1103	Y
	n/a	Non-itemized donations	\$ -	\$ 521.00	n/a	2000	n/a
	Stripe	Non-itemized payment processing fees	\$ 2.04	\$ -	n/a	2000	N
	QuickBooks Payments	Non-itemized payment processing fees	\$ 1.46	\$ -	n/a	2000	N
Total			\$ 9,817.57	\$ 9,341.62			

Funds Remaining by Contract as of November 30, 2021

Contract	Total Funds Contracted	Total Funds Spent through 11/30/21	Funds Remaining
C-28340 - NRP Phase II Implementation			
Staff and Administrative Costs	\$ 25,000.00	\$ 18,250.30	\$ 6,749.70
Chess Tables on the Mall	\$ 8,000.00	\$ -	\$ 8,000.00
Plantings on the Mall	\$ 5,000.00	\$ -	\$ 5,000.00
Osman Cleaners	\$ 5,000.00	\$ 5,000.00	\$ -
Warming House Refresh	\$ 28,500.00	\$ 24,576.00	\$ 3,924.00
Good Chair Project	\$ 10,000.00	\$ 10,000.00	\$ -
Invasive Tree Removal	\$ 22,282.10	\$ 22,282.10	\$ -
Bridge for Youth Lighting	\$ 15,000.00	\$ 15,000.00	\$ -
Seven Pools Fountain	\$ 500.00	\$ 500.00	\$ -
MPD Security Cameras	\$ 40,000.00	\$ 40,000.00	\$ -
Greenway Garden	\$ 2,736.50	\$ 1,908.05	\$ 828.45
Total	\$ 162,018.60	\$ 137,516.45	\$ 24,502.15
C-35039 - NRP Home Security Grants	\$ 15,000.00	\$ 12,561.27	\$ 2,438.73
C-35167 - NRP Sustainable Practices	\$ 34,600.00	\$ 19,662.05	\$ 14,937.95
C-42485 - Community Participation Program			
Staff Expenses	\$ 49,993.80	\$ 38,649.05	\$ 11,344.75
Employee Benefits	\$ -	\$ -	\$ -
Professional Services	\$ 35,475.00	\$ 25,428.18	\$ 10,046.82
Occupancy	\$ 19,071.00	\$ 15,419.47	\$ 3,651.53
General Liability Insurance	\$ 2,749.00	\$ 1,773.00	\$ 976.00
Directors and Officers Insurance	\$ 2,250.00	\$ 2,355.00	\$ (105.00)
Communications/Outreach	\$ 37,876.00	\$ 30,440.93	\$ 7,435.07
Translation, interpretation, and ADA Support	\$ -	\$ -	\$ -
Supplies and Materials	\$ 6,175.00	\$ 3,589.37	\$ 2,585.63
Meetings/Community Building Events	\$ 5,350.00	\$ 4,286.35	\$ 1,063.65
Development	\$ 1,950.00	\$ 975.00	\$ 975.00
Fundraising	\$ 5,000.00	\$ 3,868.77	\$ 1,131.23
Other Services	\$ -	\$ -	\$ -
Total	\$ 165,889.80	\$ 126,785.12	\$ 39,104.68

Line Item #	Category	Budgeted	Fund #
Staff Expenses			
100	Coordinator	\$12,437.00	1101 - NNF: Staff Expenses
101	Coordinator	\$ 1,328.00	1301 - NRP Phase II Implementation: Staff and Administrative Costs
102	Coordinator	\$ 795.00	2000 - General Fund
103	Coordinator	\$ 1,820.00	3000 - Farmers Market Fund
Staff Expenses Total		\$16,380.00	
Professional Services			
110	Accounting	\$ 500.00	4000 - Reserve Fund
111	Legal	\$ 1,500.00	4000 - Reserve Fund
112	Design	\$ -	2000 - General Fund
113	Other Temporary Contractors	\$ -	2000 - General Fund
Professional Services Total		\$ 2,000.00	
Rent			
120	Meeting Space	\$ 500.00	1103 - NNF: Occupancy
121	Storage Locker	\$ 1,250.00	1103 - NNF: Occupancy
122	UPS Store Mailbox	\$ -	2000 - General Fund
Rent Total		\$ 1,750.00	
Subscription Services			
130	1Password (password vault)	\$ 75.00	1301 - NRP Phase II Implementation: Staff and Administrative Costs
131	Adobe Creative Cloud (graphic design)	\$ 270.00	1301 - NRP Phase II Implementation: Staff and Administrative Costs
132	Breeze (CRM)	\$ 800.00	1202 - EEF: Communications
133	Mailchimp (e-newsletter)	\$ 250.00	1301 - NRP Phase II Implementation: Staff and Administrative Costs
134	DocuSign (e-signatures)	\$ 89.00	1301 - NRP Phase II Implementation: Staff and Administrative Costs
135	Google Workspace (email, productivity, file storage)	\$ -	2000 - General Fund
136	Microsoft 365 (productivity)	\$ -	2000 - General Fund
137	QuicBooks Online (accounting)	\$ 75.00	1301 - NRP Phase II Implementation: Staff and Administrative Costs
138	Squarespace (webhosting)	\$ 312.00	1301 - NRP Phase II Implementation: Staff and Administrative Costs
139	Zoom (video conferencing)	\$ 200.00	1301 - NRP Phase II Implementation: Staff and Administrative Costs
Subscription Services Total		\$ 2,071.00	
Insurance			
140	General Liability Insurance (non-FM)	\$ 387.00	1104 - NNF: General Liability Insurance
141	Directors and Officers Insurance	\$ 750.00	1105 - NNF: Directors and Officers Insurance
Insurance Total		\$ 1,137.00	
Filing, Bank, and Other Fees			
Filing Fees			
150	Form 1099 Filing Fee	\$ 25.00	1102 - NNF: Professional Services
151	Form 990 Filing Fee	\$ 125.00	1102 - NNF: Professional Services
152	Charity Annual Report Filing Fee	\$ 26.00	1102 - NNF: Professional Services
153	Miscellaneous Filing Fees	\$ 55.00	1102 - NNF: Professional Services
Bank Fees			
154	Bank Fees	\$ 75.00	2000 - General Fund
155	Bank Fees (Penalties & Interest)	\$ 25.00	2000 - General Fund
Other Fees			
156	Domain Registration Fees	\$ 20.00	1103 - NNF: Occupancy
Filing, Bank, and Other Fees Total		\$ 351.00	
Printing, Communications, and Mailing Services			
160	Printing & Copying	\$ 50.00	1106 - NNF: Communications/Outreach
Communications			
161	Digital Communications	\$ 100.00	1106 - NNF: Communications/Outreach
162	Advertising	\$ -	1106 - NNF: Communications/Outreach
163	HLP Minutes Publishing	\$ 1,000.00	1106 - NNF: Communications/Outreach
Mailing Services			
164	Summer Events Postcard	\$ -	2000 - General Fund
165	Annual Mailing	\$ 1,800.00	1110 - NNF: Fundraising
166	Winter Fundraising Mailing	\$ 1,400.00	1110 - NNF: Fundraising
Printing, Communications, and Mailing Services Total		\$ 4,350.00	

Line Item #	Category	Budgeted	Fund #
Supplies and Materials			
170	Office Supplies	\$ 500.00	2000 - General Fund
171	Program Supplies	\$ -	2000 - General Fund
172	Equipment	\$ 100.00	2000 - General Fund
Supplies and Materials Total		\$ 600.00	
Board Development			
New Board Member Crash Course & Social			
180	Food/Refreshments	\$ -	2000 - General Fund
181	Site Rental	\$ -	2000 - General Fund
Board Member Mid-Year Workshop & Social			
182	Food/Refreshments	\$ -	2000 - General Fund
183	Site Rental	\$ -	2000 - General Fund
Board Development Total		\$ -	
Miscellaneous			
190	Minnesota Council of Nonprofits Membership	\$ 75.00	1109 - NNF: Development
191	Volunteer Recognition Gifts	\$ 100.00	2000 - General Fund
Miscellaneous Total		\$ 175.00	
Equitable Engagement Plan			
200	Staff Expenses	\$ -	1201 - EEF: Staff Expenses
201	Communications	\$ -	1202 - EEF: Communications
Equitable Engagement Plan Total		\$ -	
Land Use/Transportation Projects Outreach			
300	Hennepin South Reconstruction Outreach	\$ -	2000 - General Fund
301	Mall Improvements Outreach	\$ 1,000.00	1302 - NRP Phase II Implementation: Neighborhood Communications
302	Other Land Use/Transportation Projects Outreach	\$ -	2000 - General Fund
Land Use/Transportation Projects Outreach Total		\$ 1,000.00	
Annual Meeting			
400	Food/Refreshments	\$ 575.00	2000 - General Fund
401	Plaque Engraving	\$ 50.00	1303 - NRP Phase II Implementation: Community Building Activities
402	Supplies/Materials	\$ 150.00	1303 - NRP Phase II Implementation: Community Building Activities
403	Printing and Copying	\$ 50.00	1303 - NRP Phase II Implementation: Community Building Activities
404	Site Rental	\$ 500.00	1303 - NRP Phase II Implementation: Community Building Activities
405	Postcard Mailing	\$ 1,000.00	1302 - NRP Phase II Implementation: Neighborhood Communications
406	Advertising	\$ 200.00	1303 - NRP Phase II Implementation: Community Building Activities
Annual Meeting Total		\$ 2,525.00	
Ice Cream Social			
410	Food/Refreshments	\$ 375.00	2000 - General Fund
411	Supplies/Materials	\$ 150.00	1303 - NRP Phase II Implementation: Community Building Activities
Entertainment			
420	Face Painting	\$ 180.00	2000 - General Fund
421	Bouncy House	\$ 300.00	2000 - General Fund
422	Petting Zoo	\$ -	2000 - General Fund
423	Tiny House	\$ -	2000 - General Fund
424	Puppet Theater	\$ 500.00	2000 - General Fund
425	Music	\$ 150.00	2000 - General Fund
Other Event Costs			
430	Advertising	\$ 200.00	1303 - NRP Phase II Implementation: Community Building Activities
431	Photography	\$ -	2000 - General Fund
432	Permits	\$ 200.00	1303 - NRP Phase II Implementation: Community Building Activities
433	Staffing	\$ 100.00	1303 - NRP Phase II Implementation: Community Building Activities
434	Trash	\$ 20.00	1303 - NRP Phase II Implementation: Community Building Activities
435	Recycling/Organics	\$ 80.00	1400 - NRP Sustainable Practices
436	Portable Restroom Rental	\$ 175.00	1303 - NRP Phase II Implementation: Community Building Activities
Ice Cream Social Total		\$ 2,430.00	

Line Item #	Category	Budgeted	Fund #
Halloween Party			
440	Food/Refreshments	\$ 100.00	2000 - General Fund
441	Supplies	\$ -	2000 - General Fund
Entertainment			
450	Games	\$ 295.00	2000 - General Fund
451	Prizes	\$ -	2000 - General Fund
452	Green Screen Photo Booth	\$ -	2000 - General Fund
453	Face Painters	\$ -	2000 - General Fund
454	Craft Table	\$ 200.00	2000 - General Fund
455	Puppet Show	\$ -	2000 - General Fund
Other Event Costs			
460	Photography	\$ -	2000 - General Fund
461	Permits	\$ 130.00	1303 - NRP Phase II Implementation: Community Building Activities
462	Trash	\$ 32.00	1303 - NRP Phase II Implementation: Community Building Activities
463	Recycling/Organics	\$ 64.00	2000 - General Fund
464	Portable Restroom Rental	\$ 175.00	2000 - General Fund
465	Flyer Printing	\$ 200.00	2000 - General Fund
466	Signs for Parade Route	\$ 50.00	2000 - General Fund
467	Decorations/Ambience	\$ 275.00	2000 - General Fund
Halloween Party Total		\$ 1,521.00	
Wine Tasting			
470	Advertising	\$ 100.00	2000 - General Fund
Wine Tasting Total		\$ 100.00	
Super Sale*			
500	Advertising	\$ 350.00	2000 - General Fund
501	Supplies/Materials	\$ 50.00	2000 - General Fund
502	Graphic Design Services	\$ 250.00	2000 - General Fund
503	Printing	\$ 500.00	2000 - General Fund
Super Sale Total		\$ 1,150.00	
Greenway Cleanups			
510	Adopt-a-Greenway Biannual Renewal	\$ -	2000 - General Fund
511	Food/Refreshments	\$ 100.00	2000 - General Fund
512	Supplies/Materials	\$ 25.00	1400 - NRP Sustainable Practices
Greenway Cleanups Total		\$ 125.00	
Earth Day Cleanup			
520	Food/Refreshments	\$ 100.00	2000 - General Fund
521	Supplies/Materials	\$ 50.00	1400 - NRP Sustainable Practices
Earth Day Cleanup Total		\$ 150.00	
Farmers Market			
Staff Expenses			
600	Market Manager (Market Management)	\$ 6,750.00	3000 - Farmers Market Fund
601	Market Manager (Sustainability)	\$ 3,000.00	1400 - NRP Sustainable Practices
602	Assistant Market Managers	\$ 2,500.00	3000 - Farmers Market Fund
603	Payroll Taxes	\$ 400.00	3000 - Farmers Market Fund
604	Payroll Processing Service	\$ 500.00	3000 - Farmers Market Fund
605	Workers Compensation Insurance	\$ 354.00	3000 - Farmers Market Fund
Professional Services			
610	Assumed Name Registration	\$ 125.00	3000 - Farmers Market Fund
611	Website Development	\$ -	3000 - Farmers Market Fund
612	Graphic Design Services	\$ 500.00	3000 - Farmers Market Fund
613	Photography	\$ -	3000 - Farmers Market Fund
Licenses and Permits			
620	Farmers Market License (City of Minneapolis)	\$ 300.00	3000 - Farmers Market Fund
621	Banner Rigging Permit (City of Minneapolis)	\$ -	3000 - Farmers Market Fund
622	End of Season Fees Payable to Park Board	\$ 1,500.00	3000 - Farmers Market Fund
Association Memberships			
630	Uptown Association	\$ 350.00	3000 - Farmers Market Fund
631	Minnesota Grown	\$ 60.00	3000 - Farmers Market Fund
632	Minnesota Farmers Market Association	\$ 70.00	3000 - Farmers Market Fund
Other Admin Costs			
640	Liability Insurance	\$ 500.00	3000 - Farmers Market Fund
641	Google Workspace	\$ -	3000 - Farmers Market Fund
642	Website Hosting	\$ 216.00	3000 - Farmers Market Fund

Line Item #	Category	Budgeted	Fund #
643	Domain Registration	\$ -	3000 - Farmers Market Fund
644	Tablet Data Plan	\$ 100.00	3000 - Farmers Market Fund
645	Payment Processing Fees	\$ 600.00	3000 - Farmers Market Fund
	Advertising and Promotion		
650	Uptown Banner Installation	\$ -	3000 - Farmers Market Fund
651	Uptown Banner Rental Fee	\$ -	3000 - Farmers Market Fund
652	Advertising	\$ 400.00	3000 - Farmers Market Fund
653	Market Bags	\$ 600.00	1400 - NRP Sustainable Practices
654	Other Market Logowear	\$ -	3000 - Farmers Market Fund
	Printing and Signage		
660	Printing	\$ 500.00	3000 - Farmers Market Fund
661	Lawn Signs	\$ 150.00	3000 - Farmers Market Fund
662	Sponsorship Banners	\$ 300.00	3000 - Farmers Market Fund
663	Uptown and Other Banner Updates	\$ -	3000 - Farmers Market Fund
	Equipment/Supplies		
670	Supplies	\$ 500.00	3000 - Farmers Market Fund
671	Equipment	\$ 500.00	3000 - Farmers Market Fund
	Special Event Costs		
680	Goat Yoga	\$ -	3000 - Farmers Market Fund
681	Beer Garden	\$ -	3000 - Farmers Market Fund
682	Dog Days of Summer	\$ -	3000 - Farmers Market Fund
	Other Event Costs		
690	Storage	\$ -	3000 - Farmers Market Fund
691	Road Blocks	\$ 350.00	3000 - Farmers Market Fund
692	Portable Restroom	\$ 600.00	3000 - Farmers Market Fund
693	Organics Recycling Carts	\$ 1,280.00	1400 - NRP Sustainable Practices
694	Musicians Stipend	\$ 2,500.00	3000 - Farmers Market Fund
695	Vendor Appreciation	\$ 200.00	3000 - Farmers Market Fund
Farmers Market Total		\$25,705.00	
NRP Phase II Programs**			
800	Home Security Grants	\$ 2,438.73	1500 - NRP Home Security Grants
NRP Phase II Programs Total		\$ 2,438.73	
NRP Phase II Projects**			
810	Chess Tables on The Mall	\$ 8,000.00	1304 - NRP Phase II Implementation: Chess Tables on The Mall
811	Plantings on The Mall	\$ 5,000.00	1305 - NRP Phase II Implementation: Plantings on The Mall
812	Osman Cleaners	\$ -	1306 - NRP Phase II Implementation: Osman Cleaners
813	Warming House Refresh	\$ 3,924.00	1307 - NRP Phase II Implementation: Warming House Refresh
814	Good Chair Project	\$ -	1308 - NRP Phase II Implementation: Good Chair Project
815	Invasive Tree Removal	\$ -	1309 - NRP Phase II Implementation: Invasive Tree Removal
816	Bridge for Youth Lighting	\$ -	1310 - NRP Phase II Implementation: Bridge for Youth Lighting
817	Seven Pools Fountain	\$ -	1311 - NRP Phase II Implementation: Seven Pools Fountain
818	MPD Security Cameras	\$ -	1312 - NRP Phase II Implementation: MPD Security Cameras
819	Greenway Garden	\$ 824.85	1313 - NRP Phase II Implementation: Greenway Garden
NRP Phase II Projects Total		\$17,748.85	
998	Over-Budget Expenses	\$ -	2000 - General Fund
999	Non-Budgeted Expenses	\$ -	2000 - General Fund

* In the event Super Sale expenses exceeds revenue, the difference is eligible to be reimbursed through NRP Sustainable Practices

** Budget for NRP Phase II Programs and Projects is determined independently from EIRA's Management and Program Budget through the NRP process, but is included for informational purposes

Totals by Fund

1000 - City Fund	
1100 - Neighborhood Network Fund	
1101 - NNF: Staff Expenses	\$12,437.00
1102 - NNF: Professional Services	\$ 231.00
1103 - NNF: Occupancy	\$ 1,770.00
1104 - NNF: General Liability Insurance	\$ 387.00
1105 - NNF: Directors & Officers Insurance	\$ 750.00
1106 - NNF: Communications/Outreach	\$ 1,150.00
1107 - NNF: Supplies & Materials	\$ -
1108 - NNF: Meetings/Community Building Events	\$ -
1109 - NNF: Development	\$ 75.00
1110 - NNF: Fundraising	\$ 3,200.00
1200 - Equitable Engagement Fund	
1201 - EEF: Staff Expenses	\$ -
1202 - EEF: Communications	\$ 800.00
1203 - EEF: Other Expenses	\$ -
1300 - NRP Phase II Implementation	
1301 - NRP Phase II Implementation: Staff and Administrative Costs	\$ 2,599.00
1302 - NRP Phase II Implementation: Neighborhood Communications	\$ 2,000.00
1303 - NRP Phase II Implementation: Community Building Activities	\$ 1,957.00
1100 - Neighborhood Network Fund Total	\$20,000.00
1200 - Equitable Engagement Fund Total	\$ 800.00
1300 - NRP Phase II Implementation Total	\$ 6,556.00
1400 - NRP Sustainable Practices	\$ 5,035.00
1000 - City Fund Total	\$32,391.00
2000 - General Fund	\$ 6,484.00
3000 - Farmers Market Fund	\$22,645.00
4000 - Reserve Fund	\$ 2,000.00
Total All Funds	\$63,520.00

Exhibit D

		Fund #								
	Total	1100	1200	1301	1302	1303	1400	2000	3000	4000
Fund Balance Beginning of Fiscal Year	\$ 137,511.94	\$ 20,000.00	\$ 2,517.00	\$ 16,888.99	\$ 10,800.00	\$ 10,000.00	\$ 14,937.95	\$ 27,300.00	\$ 25,000.00	\$ 10,068.00
Projected Income										
Direct Contributions	\$ 5,000.00							\$ 5,000.00		
Program Income (non-FM)	\$ 900.00							\$ 900.00		
Event Sponsorships (non-FM)	\$ 1,000.00							\$ 1,000.00		
Farmers Market Vendor Fees	\$ 13,000.00								\$ 13,000.00	
Farmers Market Logowear Sales	\$ 300.00								\$ 300.00	
Farmers Market Sponsorships	\$ 7,000.00								\$ 7,000.00	
Interest Revenue	\$ 1.00									\$ 1.00
Total Projected Income	\$ 27,201.00							\$ 6,900.00	\$ 20,300.00	\$ 1.00
Expenses										
Management	\$ 28,814.00	\$ 20,000.00	\$ 800.00	\$ 2,599.00				\$ 1,595.00	\$ 1,820.00	\$ 2,000.00
Equitable Engagement Plan	\$ -									
Land Use/Transportation Projects Outreach	\$ 1,000.00				\$ 1,000.00					
Annual Meeting	\$ 2,525.00				\$ 1,000.00	\$ 950.00		\$ 575.00		
Ice Cream Social	\$ 2,430.00					\$ 845.00	\$ 80.00	\$ 1,505.00		
Halloween Party	\$ 1,521.00					\$ 162.00		\$ 1,359.00		
Wine Tasting	\$ 100.00							\$ 100.00		
Super Sale	\$ 1,150.00							\$ 1,150.00		
Greenway Cleanups	\$ 125.00						\$ 25.00	\$ 100.00		
Earth Day Cleanup	\$ 150.00						\$ 50.00	\$ 100.00		
Farmers Market	\$ 25,705.00						\$ 4,880.00		\$ 20,825.00	
Total Expenses	\$ 63,520.00	\$ 20,000.00	\$ 800.00	\$ 2,599.00	\$ 2,000.00	\$ 1,957.00	\$ 5,035.00	\$ 6,484.00	\$ 22,645.00	\$ 2,000.00
Projected Fund Balance End of Fiscal Year	\$ 101,192.94		\$ 1,717.00	\$ 14,289.99	\$ 8,800.00	\$ 8,043.00	\$ 9,902.95	\$ 27,716.00	\$ 22,655.00	\$ 8,069.00
Net Change	\$ (36,319.00)	\$ (20,000.00)	\$ (800.00)	\$ (2,599.00)	\$ (2,000.00)	\$ (1,957.00)	\$ (5,035.00)	\$ 416.00	\$ (2,345.00)	\$ (1,999.00)
% Change	-26.41%	-100.00%	-31.78%	-15.39%	-18.52%	-19.57%	-33.71%	1.52%	-9.38%	-19.85%

**CITYWIDE NEIGHBORHOOD NETWORK FUND/
EQUITABLE ENGAGEMENT FUND
FUNDING AGREEMENT
BETWEEN
THE CITY OF MINNEAPOLIS
AND THE
EAST ISLES RESIDENTS' ASSOCIATION**

THIS AGREEMENT, entered into this _____ day of _____, 2021, is by and between the **CITY OF MINNEAPOLIS**, a Minnesota municipal corporation (the "City"), and the **EAST ISLES RESIDENTS' ASSOCIATION**, a Minnesota nonprofit corporation (the "Contractor").

WHEREAS, pursuant to Minnesota Statutes, Section 469.1831, as amended by Laws of Minnesota 1991, Chapter 59, and Minneapolis Code of Ordinances, chapter 419, the City of Minneapolis ("City") established the NRP to preserve and enhance within the City's neighborhoods private and public physical infrastructure, public health and safety, economic vitality, the sense of community, and social benefits; and

WHEREAS, the East Isles neighborhood in Minneapolis ("Neighborhood") has prepared an Engagement Plan for using NRP funds (the "Plan") through a process of neighborhood planning that complies with Minnesota Statutes, Section 469.1831, subd. 6(b); and

WHEREAS, the Contractor has met all of the Neighborhood Organization Recognition Requirements; and

WHEREAS, by action published on November 21, 2020, the Minneapolis City Council approved the Neighborhoods 2020 Program Guidelines including the guidelines and allocations for the Citywide Neighborhood Network Fund and the Equitable Engagement Fund; and

WHEREAS, by action published on November 21, 2020, the Minneapolis City Council took certain actions with respect to the Plan, including authorization of up to \$15,000 for the Citywide Neighborhood Network Fund; \$2,517 for the Equitable Engagement Fund, and authorization for the execution of contracts necessary for the expenditure of funds consistent with the Plan; and

WHEREAS, the Project is consistent with the general principles underlying the NRP, enumerated in Minnesota Statutes, Section 469.1831, subd. 5, and the purposes for which NRP funds may be spent, listed in Minnesota Statutes, Section 469.1831, subd. 3;

NOW, THEREFORE, it is agreed between the parties hereto that:

SECTION 1. SCOPE OF SERVICE/BUDGET

The Contractor agrees to perform the services described in the Scope of Services, attached hereto as Exhibit A, and in compliance with the Budget, attached hereto as Exhibit B, both of which are incorporated herein by reference.

SECTION 2. TIME OF PERFORMANCE

The term of this Agreement shall commence as of the 1st day of January, 2022, and shall continue until 31st day of December, 2022, unless this Agreement is earlier terminated as provided herein.

SECTION 3. DISBURSEMENTS

The City may make an initial disbursement of no more than 25% of the contract amount or \$10,000, whichever is less, to the Contractor upon execution of this Agreement. Thereafter, the Contractor shall, from time to time, submit invoices or other documentation acceptable to the City on a cost reimbursement basis. The invoices shall include a full itemization of the services provided or costs incurred. If the Contractor fails to fully perform all of the services required under this Agreement as determined in the City's sole discretion, or this Agreement is terminated as specified herein, the Contractor shall receive compensation only for those services actually fully performed, as determined by the City.

In no event shall the total amount, for both services and expenses, to be paid under the terms of this Agreement exceed \$17,517.00 for the line items set forth in the attached Exhibit B, nor shall Contractor be reimbursed for any service provided or expense incurred by it except as specifically described on the attached Exhibit A.

Payment shall be made within 30 days from the date the City receives from the Contractor a disbursement request in a format acceptable to the City. The City shall not be required to, nor shall it, reimburse the Contractor for any unsatisfactory, incomplete, inaccurate, or defective work, as determined by the City.

SECTION 4. USE OF FUNDS

The Contractor and all sub-recipients shall use any and all Grant Funds in accordance with the requirements of Minnesota Statutes, Section 469.1831, as amended, and the NRP Funding Agreement Guidelines, incorporated herein by reference.

SECTION 5. PERFORMANCE MONITORING

The Contractor will submit to the City a narrative report describing the work performed and assessing the progress made toward achieving the objectives identified in the Scope of Service/Budget.

SECTION 6. NOTICES

Communication and details concerning activities under this Agreement shall be directed to the following contract representatives:

City: City of Minneapolis
Department of Neighborhood and Community Relations
Crown Roller Mill, Suite 425
105 Fifth Avenue South
Minneapolis, MN 55401
Attention: Director
cc: Robert Cooper, Contract Administrator
Aryca Myers, Neighborhood Support Specialist

Contractor: East Isles Residents' Association
2801 Hennepin Avenue, PMB 294
Minneapolis, MN 55408
Attention: Jenna Egan

SECTION 7. GENERAL CONDITIONS

A. General Conditions

- (1) The Contractor agrees to comply with all applicable federal, state and local laws governing the services performed and funds provided under this Agreement.
- (2) Minneapolis Code of Ordinances, Section 109.470, prohibits the use of City and City-derived funds to pay for billboard advertising as part of a City project or undertaking.

B. Personnel/Independent Contractor – The Contractor represents that it has engaged or will engage all personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City. All the services required hereunder shall be performed by the Contractor or under its supervision, and all personnel engaged in performing the same shall be fully qualified and authorized or permitted under Federal, State and Local law to perform such services. The Contractor shall comply with all applicable Federal, State and Local employment laws. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer-employee between the parties. The Contractor shall at all times remain an independent contractor with respect to the services to be performed under this Agreement. The City shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Worker's Compensation Insurance as the Contractor is an independent contractor.

C. Hold Harmless – The Contractor agrees to defend, indemnify, and hold harmless the City and its officials, officers and employees, from any liability, claim, damage, cost, judgment, or expense, including reasonable attorney's fees, resulting directly or indirectly from any act or omission of the Contractor and its officers, employees, agents or contractors, while performing under this

Agreement, and against all losses by reason of the Contractor's failure to perform, in any respect, all obligations under this Agreement. Nothing herein shall be construed to obligate the Contractor to hold harmless, defend or indemnify the City from claims arising from the City's negligent or tortious acts or omissions.

- D. Workers' Compensation and Liability Insurance – The Contractor shall provide workers' compensation insurance coverage for all employees involved in the performance of this Agreement. In addition, the Contractor shall carry general liability insurance and hired/non-owned automobile liability in amounts sufficient to indemnify the City, but no less than \$2,000,000.00 each. Said liability insurance policies shall name the City as an additional insured and may not be canceled without the consent of the City as long as this Agreement is in effect. Copies of certificates evidencing this insurance shall be provided to the City.
- E. Time is of the Essence – Time is of the essence in the performance of this Agreement.
- F. Accounting Standards – The Contractor agrees to maintain the necessary source documentation and enforce sufficient internal controls as dictated by generally accepted accounting principles to properly account for expenses incurred under this Agreement.
- G. Records
- (1) Retention – The Contractor shall retain all records pertinent to expenditures incurred under this Agreement until (i) three (3) years after the date this Agreement is terminated, or (ii) until a final audit as required by the Funding Agreement Guidelines has been performed, whichever is later.
 - (2) Close-Outs – The Contractor's obligation to the City and any sub-recipient's obligation to the Contractor shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of NRP assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and receivable accounts to the NRP), and determining the custodianship of records.
- H. Assignability – The Contractor shall not assign or transfer any interest in this Agreement without the prior written consent of the City.
- I. Conflict of Interest and Code of Ethics.
- (1) The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Contractor further covenants that in the performance of this Agreement no person having such an interest shall be employed by the Contractor hereunder. The Contractor further agrees to comply with the

conflict of interest disclosure and prohibition requirements of Section 419.80, Minneapolis Code of Ordinances, which are incorporated herein by reference.

- (2) The Contractor agrees to be bound by the City's Code of Ethics as codified by Minneapolis Code of Ordinances, Chapter 15. The Contractor Certifies that to the best of its knowledge all City employees and officers participating in this Agreement have also complied with Chapter 15. It is agreed by the parties that any violation of the City's Code of Ethics constitutes grounds for the City to void this Agreement. All questions relative to this Section shall be referred to the City's Ethic Officer at 612-673-3230.
- J. Subcontracts – The Contractor shall not enter into any subcontracts with any agency or individual in the performance of this Agreement, except for those subcontracts referenced in this Agreement or authorized in Exhibit A, without the prior written consent of the City.
- K. Copyright – If this Agreement results in any copyrighted material, the author is free to copyright the work, but the City reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work for governmental purposes.
- L. Governing Law – This Agreement shall be construed and enforced according to and governed by the laws of the State of Minnesota.
- M. Termination – This Agreement shall terminate on the earlier of (i) December 31, 2022, or (ii) immediately upon notice of contract termination from the City to the Contractor. Any Contractor default on, or failure to perform any obligation under, any other contract it has with the City of Minneapolis shall be grounds for the City, at its sole and exclusive option, to terminate this Contract for cause.

SECTION 8. PERSONNEL & PARTICIPANT CONDITIONS

- A. Civil Rights
- (1) Compliance – The Contractor agrees to comply with Chapters 139 and 141, Minneapolis Code of Ordinances, incorporated herein by reference.
- (2) Nondiscrimination – The Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, affectional preference, disability or other handicap, age [forty to seventy (40-70)], marital status, or status with regard to public assistance. The Contractor will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of

compensation, and selection for training, including apprenticeship. The Contractor agrees to post, in conspicuous places available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause.

- (3) Noncompliance – In any event of the Contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations or provisions herein, this Agreement may be canceled, terminated or suspended, in whole or in part, and the Contractor may be declared ineligible by the Minneapolis City Council from any further participation in City contracts in addition to other remedies as provided by law.
- (4) Liability – In the event there is probable cause to believe the Contractor is in noncompliance with the nondiscrimination clauses of this Agreement or with any applicable rules or regulations, the City shall have the right to withhold up to fifteen (15) percent of said contract funds until such time as the Contractor is found to be in compliance or is otherwise adjudicated to be in compliance.

B. Affirmative Action

- (1) Approval – The Contractor agrees that it shall be committed to carry out an affirmative action program. The City shall provide affirmative action guidelines to the Contractor to assist in the formulation of such program. The Contractor shall submit the necessary affirmative action documentation to the City for approval prior to the disbursement of funds.
- (2) Access to Records – The Contractor shall furnish all information and reports required hereunder and by the rules and regulations of the City, and will permit access to its books, records and accounts for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.
- (3) Notifications – The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the City contracting officer, advising the labor union or worker's representative of the Contractor's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) EEO/AA Statement – The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that it is an "Equal Opportunity" or "Affirmative Action" employer.
- (5) Subcontract Provisions - The Contractor will include the provisions of Section 8A. Civil Rights and 8B. Affirmative Action, in every subcontract

or purchase order, specifically or by reference, so that such provisions will be binding upon each subcontractor or vendor.

C. Employment Restrictions

- (1) Prohibited Activity – The Contractor is prohibited from using funds provided herein or personnel employed in the administration of the Project for political activities, sectarian, religious or anti-religious activities, lobbying, political patronage, nepotism, and unionization or anti-unionization activities.

THE PARTIES BEING IN AGREEMENT, have caused this document to be executed as follows:

FOR THE CONTRACTOR:

Signature: _____

Name: _____

Title: _____

By signing this document, I represent that I have the authority to enter into and bind the above-named entity to this Contract.

FOR THE CITY:

Approved as to Form by:

Signature:

Assistant City Attorney

Signature:

Department Head (or Designee) Authorized to Sign this Contract

Signature:

Finance Officer or Designee/Purchasing Agent

EXHIBIT A
SCOPE OF SERVICES
**CITYWIDE NEIGHBORHOOD NETWORK FUND/
EQUITABLE ENGAGEMENT FUND**

In accordance with the adopted Neighborhoods 2020 Program guidelines of the City of Minneapolis, the following roles are defined:

- A. **ROLE OF THE CONTRACTOR.** The Contractor shall be responsible for the following within the boundaries of the Neighborhood as defined by the City of Minneapolis:
1. The Contractor shall promote the participation of all neighborhood residents in its decision-making processes to create and maintain an equitable civic participation system that enfranchises everyone and builds people's long-term capacity to organize to improve their lives and neighborhoods.
 2. The Contractor shall follow the guidelines set forth in the Neighborhoods 2020 Program guidelines (incorporated herein by reference), specifically those guidelines for the Citywide Neighborhood Network Fund and the Equitable Engagement Fund.

Citywide Neighborhood Network Fund—The Contractor will work to keep residents informed, connected to their community and empowered to guide and influence decisions that affect their lives. The Contractor shall have and follow its Articles of Incorporation and By-laws, shall have no barriers to participation and shall be a democratically elected and representative group of the Neighborhood. The Contractor shall make every effort to ensure that participation in all phases of its activities is inclusive of all members of the neighborhood and represents the diversity of that membership.

Equitable Engagement Fund—The Contractor will work to engage historically underrepresented residents meaningfully and effectively on policies and programs that impact them and in decision-making at the local geographic level, with a focus on furthering equity in accordance with the Engagement Plan attached as EXHIBIT C to this Contract.
 3. The Contractor shall provide opportunities on a regular basis for residents and property and business owners to participate in the decision-making process by attending meetings and by serving on committees or task forces.
- B. **REPORTING PROCEDURES.** The Contractor will be responsible for submitting a report to NCR at the end of the contract year to account on the expenditure of all funds received through this contract. The Contractor shall provide such other reports and information as required by NCR to comply with department requirements (including narrative reports on community participation activities). All such reports are considered public documents and may be published on the City's website.

EXHIBIT B
East Isles Residents' Association
**Citywide Neighborhood Network Fund/
 Equitable Engagement Fund**
Budget

Citywide Neighborhood Network Fund	2022
Staff Expenses	15,000.00
Employee Benefits	
Professional Services	
Occupancy	
General Liability Insurance	
Directors and Officers Insurance	
Translation, Interpretation, Accessibility Support	
Supplies and Materials	
Meetings and Community Building Events	
Development	
Fundraising	
Other (describe):	
Transfer to Equitable Engagement Fund	
TOTAL	15,000.00
Equitable Engagment Fund	
Staffing	2,517.00
Communications	
Project Expenses (specify):	
TOTAL	2,517.00

NOTES:

1. Any events supported with these funds will be in accordance with the guidance provided by the City in the Festival and Community-building Event guide which can be accessed on the City's website or from the Neighborhood and Community Relations Department.
2. If the budget includes project or program expenses, prior to any expenditures being incurred for those activities, the Contractor must provide the Development Finance Division with detailed scopes of services for these initiatives.

Engagement Plan

Neighborhood

East Isles

Time frame

September 1, 2021 - September 1, 2022

Work summary

East Isles will launch a new initiative to specifically reach out to renters. The project will include strategies such as reaching out to property managers/owners to gain access to apartments and their email contact list.

Scope of work, outcomes and goals

Please see below for the plan detail. The overall scope of work is planned for a one-year timeframe and will target renters mainly by reaching out to property owners/landlords and tailoring communications strategy to reach renters. We will engage renters more intentionally by hosting specific events that renters might find appealing, and hiring a new staff position to oversee the outreach strategy and ensure that renters are more involved in our committees, Board leadership, and events.

Background

East Isles neighborhood residents are highly educated, affluent, predominantly white and have no children:

- 84.6% of residents have a college or higher degree
- 83.1% of residents are white
- Median HH income is \$91,100 (another census source reports \$133,000)
- Average home values range from \$307,991 (condo) to \$1,802,000 (lake-view home) and \$941,650 for other homes in EIRA neighborhood.
- No children present in 86% of HHs

The East Isles Residents Association (EIRA) Board is currently comprised of six homeowners and five renters, a significant increase in renters compared to past years. However, the Board composition is not reflected in EIRA at large.

Homeowners continue to dominate Board committees/meetings/volunteers, and neighborhood events/activities.

Homeowners have historically been the predominant group of volunteers and Board members. The presence of more renters on the Board is a relatively recent change that has primarily happened since 2019.

Residents defined by the city's underserved equity demographics are a minuscule percentage of the EIRA population. Most are excluded from home ownership based on the neighborhood's high home costs. Most are likely renters, a transient population that is difficult to reach through conventional communications and outreach channels. The goal of this proposal is to engage underserved renters because they represent 55% of EIRA residents, and to simultaneously engage people who are cost burdened, BIPOC and disabled residents included in this population.

Plan detail

Demographic group	Renters
Numbers or percentage	55% of the neighborhood, or 1,967 people (total neighborhood population 3,576)

Initiative, activity, project or program	Renter Engagement Program
Barriers to engagement	<ul style="list-style-type: none"> • Organization is not widely known among renters in the neighborhood • Renters are a transient population • Difficulty getting letters and postcards delivered to the correct addresses • No events specifically targeting8 renters • Renters may be less likely to know others in the neighborhood, serving as a barrier to their attending annual events such as the Ice Cream Social
Outreach and engagement strategies	<ul style="list-style-type: none"> • Identify and connect with property managers/owners to access apartments and develop relationship (so they will forward our emails to their renters) • Distribute flyers on apartment doors for neighborhood events and activities • Host a renter-specific happy hour social event
Resources needed	<ul style="list-style-type: none"> • Contact information for property owners of apartment • Continued funding for flyers and other paper advertisements • Contact information for neighborhood Block Captains to gain further email addresses from renters • Funding for a staff position to support this initiative
Partners in the work	None
Person(s) responsible	<ul style="list-style-type: none"> • An Engagement staff position (we would need to hire one, see above) • Volunteers
Timeline	<p>January - April 2022: Connect with property owners and managers, start asking them to send emails about our organization/allow us into the buildings to flyer</p> <p>March - August 2022: Flyer apartment buildings for events</p> <p>September - November 2022: Expanding email contact list through landlord emails and Block Captains</p>
Quantitative goals	<ul style="list-style-type: none"> • Obtain contact information for 50% of apartment building owners and managers • Get 100 new newsletter subscribers from landlord emails
Qualitative goals	<ul style="list-style-type: none"> • More involvement by renters in committees and ideas about types of events they would like to attend • Feelings of inclusion and belonging for renters who participate in the organization
Outcome of engagement	<ul style="list-style-type: none"> • More representation of renters on neighborhood board and/or committee membership • More renters receive neighborhood organization updates, newsletters and other information • Renters have the knowledge and ability to become involved in the organization and in decision-making

Next steps	Embark on a long-term plan to continue the involvement of renters in all aspects of decision making and program planning, continue building relationships with apartment owners to increase access for flyering
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C-28340

East Isles Residents Association
NRP Phase II Implementation

7th Amendment

	Activity	Current Budget	7th Amendment	New Budget
1	Staff and Administrative Costs	\$ 25,000.00	\$ 10,130.29	\$ 35,130.29
2	Chess Tables on The Mall	\$ 8,000.00	\$ (8,000.00)	\$ -
3	Plantings on The Mall	\$ 5,000.00	\$ (5,000.00)	\$ -
4	Osman Cleaners	\$ 5,000.00		\$ 5,000.00
5	Warming House Refresh	\$ 28,500.00	\$ (3,005.00)	\$ 25,495.00
6	Good Chair Project	\$ 10,000.00		\$ 10,000.00
7	Invasive Tree Removal	\$ 22,282.10		\$ 22,282.10
8	Bridge for Youth Lighting	\$ 15,000.00		\$ 15,000.00
9	Seven Pools Fountain	\$ 500.00		\$ 500.00
10	MPD Security Cameras	\$ 40,000.00		\$ 40,000.00
11	Greenway Garden	\$ 2,736.50	\$ (828.45)	\$ 1,908.05
13	Neighborhood Boundary Signs*	\$ -	\$ 2,500.00	\$ 2,500.00
14	Neighborhood Communications*	\$ -	\$ 10,800.00	\$ 10,800.00
	Total for Contract:	\$ 162,018.60	\$ 6,596.84	\$ 168,615.44

* New Activity

East Isles NRP Phase II
C-28340 7th Amendment

Strategy		Funds Approved		Funds Contracted				Funds Available to Contract		
Citation	Strategy Name	Current	After Amendment	Contract Number	Current	Proposed Change	After Amendment	Current	Proposed Change	After Amendment
Housing										
1.1.1.	Residential Loan Program	\$ 38,858.84	\$ 38,858.84	35290	Total \$ 19,075.00		\$ 19,075.00	\$ 19,783.84		\$ 19,783.84
					\$ 19,075.00		\$ 19,075.00			
1.2.1.	Home Security Lighting Rebates	\$ 15,000.00	\$ 15,000.00	35039	Total \$ 15,000.00		\$ 15,000.00			
					\$ 15,000.00		\$ 15,000.00			
2.1.1.	Affordable Housing Loan Program	\$ 163,600.00	\$ 163,600.00	35069 COMM0001011	Total \$ 163,600.00		\$ 163,600.00			
					\$ 123,600.00		\$ 123,600.00			
					\$ 40,000.00		\$ 40,000.00			
2.2.1.	AH - Bridge for Youth	\$ 544,541.16	\$ 544,541.16	42969 24095 35046	Total \$ 544,541.16		\$ 544,541.16			
					\$ 25,000.00		\$ 25,000.00			
					\$ 500,000.00		\$ 500,000.00			
					\$ 19,541.16		\$ 19,541.16			
Crime & Safety										
3.2.1.	Lighting in Public Spaces	\$ 20,000.00	\$ 20,000.00	W1924	Total \$ 20,000.00		\$ 20,000.00			
					\$ 20,000.00		\$ 20,000.00			
3.3.1.	Crime Prevention Activities	\$ 40,000.00	\$ 40,000.00	28340 - MPD Security Cameras	Total \$ 40,000.00		\$ 40,000.00			
					\$ 40,000.00		\$ 40,000.00			
Community Building and Services										
4.1.1.	Neighborhood Communications	\$ 10,800.00	\$ 10,800.00	28340 - Neighborhood Communications*	Total \$ 10,800.00	\$ 10,800.00	\$ 10,800.00	\$ 10,800.00	\$ (10,800.00)	
					\$ 10,800.00		\$ 10,800.00			
4.2.1.	Community Building Activities				Total					
					\$ 2,640.00		\$ 2,640.00			
5.1.1.	Services for Seniors and Other Residents in Need	\$ 2,640.00	\$ 2,640.00	35257	Total \$ 2,640.00		\$ 2,640.00			
					\$ 2,640.00		\$ 2,640.00			
Environment										
6.1.1.	Green Team				Total					
					\$ 39,600.00		\$ 39,600.00			
6.1.2.	Sustainable Practices	\$ 39,600.00	\$ 39,600.00	28340 - Osman Cleaners 35167	Total \$ 39,600.00		\$ 39,600.00			
					\$ 5,000.00		\$ 5,000.00			
					\$ 34,600.00		\$ 34,600.00			
Public Land										
7.1.1.	Replace Diseased or Threatened Trees	\$ 17,000.00	\$ 17,000.00	28340 - Invasive Tree Removal	Total \$ 17,000.00		\$ 17,000.00			
					\$ 17,000.00		\$ 17,000.00			
7.2.1.	The Mall Improvements	\$ 19,243.60	\$ 19,243.60	41954 28340 - Chess Tables on The Mall 28340 - Plantings on The Mall	Total \$ 19,243.60	\$ (10,000.00)	\$ 9,243.60		\$ 10,000.00	\$ 10,000.00
					\$ 9,243.60		\$ 9,243.60			
					\$ 5,000.00	\$ (5,000.00)				
					\$ 5,000.00	\$ (5,000.00)				
7.3.1.	Joanne Levin Triangle Park Improvements				Total					
					\$ 87,018.60	\$ (1,333.45)	\$ 85,685.15			
7.4.1.	Public Space Improvements	\$ 87,018.60	\$ 87,018.60	28340 - Warming House Refresh 28340 - Good Chair Project 28340 - Invasive Tree Removal 28340 - Seven Pools Fountain 28340 - Greenway Garden 28340 - Neighborhood Boundary Signs* COM0001755 COM0004532	Total \$ 87,018.60	\$ (3,005.00)	\$ 84,013.60		\$ 1,333.45	\$ 1,333.45
					\$ 28,500.00		\$ 25,495.00			
					\$ 10,000.00		\$ 10,000.00			
					\$ 5,282.10		\$ 5,282.10			
					\$ 500.00		\$ 500.00			
					\$ 2,736.50	\$ (828.45)	\$ 1,908.05			
					\$ 2,500.00	\$ 2,500.00	\$ 2,500.00			
					\$ 25,000.00		\$ 25,000.00			
					\$ 15,000.00		\$ 15,000.00			
Implementation Plan										
8.1.1.	Staff and Administrative Support	\$ 35,130.29	\$ 35,130.29	28340 - Staff and Administrative Costs	Total \$ 25,000.00	\$ 10,130.29	\$ 35,130.29	\$ 10,130.29	\$ (10,130.29)	
					\$ 25,000.00	\$ 10,130.29	\$ 35,130.29			
Total Approved		\$ 1,033,432.49	\$ 1,033,432.49							
Total Contracted					\$ 992,718.36	\$ (1,203.16)	\$ 991,515.20			
Total Frozen								\$ 15,423.00		\$ 15,423.00
Total Available to Contract								\$ 25,291.13		\$ 15,694.29

East Isles NRP Phase III
C-28340 7th Amendment

Strategy		Funds Approved		Funds Contracted				Funds Available to Contract		
Citation	Strategy Name	Current	After Amendment	Contract Number	Current	Proposed Change	After Amendment	Current	Proposed Change	After Amendment
Community Engagement										
1.1.1.	2011 Engagement Efforts	\$ 29,990.15	\$ 29,990.15	30001	Total \$ 29,990.15		\$ 29,990.15			
1.1.2.	2012-13 Engagement Efforts	\$ 42,659.77	\$ 42,659.77	35979	Total \$ 42,659.77		\$ 42,659.77			
1.1.3.	2014-16 Engagement Efforts	\$ 64,537.35	\$ 64,537.35	37664	Total \$ 64,537.35		\$ 64,537.35			
1.1.4.	2017-21 Engagement Efforts	\$ 165,889.80	\$ 165,889.80	42485	Total \$ 165,889.80		\$ 165,889.80			
Neighborhood Priorities										
2.1.1.	Reserve	\$ 4,246.00	\$ 4,246.00		Total			\$ 4,246.00		\$ 4,246.00
2.1.2.	Improve Parks and Green Spaces	\$ 3,000.00	\$ 3,000.00	28340 - Chess Tables on The Mall	Total \$ 3,000.00	\$ (3,000.00)			\$ 3,000.00	\$ 3,000.00
TOTAL		\$ 310,323.07	\$ 310,323.07		\$ 306,077.07	\$ (3,000.00)	\$ 303,077.07	\$ 4,246.00	\$ 3,000.00	\$ 7,246.00

The East Isles Residents' Association, Inc.

Conflict of Interest Policy

I. Purpose

The purpose of this Conflict of Interest Policy is to protect The East Isles Residents' Association, Inc. ("the Organization") when it considers entering into transactions that might benefit the private interest of an Officer or Director or that might result in a possible excess benefit transaction. This policy is intended to supplement but not replace any applicable State and Federal laws governing conflicts of interest applicable to the Organization.

II. Interested Person

Any Director, Officer, employee, or member of a committee with board-delegated powers, who has either a) a direct or indirect financial interest, as defined below ("Financial Interest"); or b) a fiduciary responsibility to another organization as defined below ("Fiduciary Responsibility"), is an Interested Person.

III. Financial Interest

A person has a financial interest if the person, directly or indirectly, through business, investment, family, or domestic partnership, has any of the following:

- a. An ownership or investment interest in any entity which the Organization has or will enter into a transaction or arrangement with.
- b. A compensation arrangement with the Organization or any entity or individual that the Organization has or will enter into a transaction or arrangement with.
- c. A potential ownership or investment in, or compensation agreement with, any entity or individual that the Organization is negotiating a transaction or arrangement with.

Compensation includes direct and indirect remuneration as well as gifts or favors that are substantial in nature. Gifts and favors include any gratuitous service, loan, discount, money, or article of value, but does not include loans from financial institutions on customary terms, articles of nominal value ordinarily used for sales promotion, ordinary "business lunches" or reasonable entertainment consistent with local social or business customs.

A financial interest is not necessarily a conflict of interest. A person who has a financial interest may have a conflict of interest, if the governing board or committee decides that a conflict exists.

IV. Fiduciary Responsibility

A person has a Fiduciary Responsibility towards an organization or individual if he or she:

- a. Holds a position of special confidence towards such organization or individual; or
- b. Holds property in a trust for another person with an ownership interest, or who receives and controls the income of another; or
- c. Has a duty of loyalty or duty of care to an organization (by virtue of serving as an officer or director of the organization or another position with similar responsibilities). A duty of loyalty requires the person to avoid taking actions (or helping others take actions) that are adverse to the organization and to avoid competing with the organization. A duty of care requires the person to discharge his or her duties in good faith and in a manner he or she reasonably believes to be in the best interests of the organization.

A Fiduciary Responsibility is not necessarily a conflict of interest. A person who has a Fiduciary Responsibility may have a conflict of interest only if the governing board or committee decides that a conflict of interest exists.

V. Member of the Family Defined

A member of the family of a Director or Officer is a spouse; domestic partner; parent; child; spouse of a child; brother; sister; or spouse of a brother or sister.

VI. Procedures

A. Discharge of Duties

It is the responsibility of each Director Officer, employee, and member of a committee with board-delegated powers to discharge his or her duties as a Director, Officer, employee, or committee member in good faith, in a manner the person reasonably believes to be in the best interests of the Organization, and with the care that an ordinarily prudent person in a like position would exercise under similar circumstances.

B. Duty to Disclose

An interested person must disclose the existence of their financial interest and be given the opportunity to disclose all material facts to the Directors or members of committees with Board-delegated powers who will consider the proposed transaction or arrangement.

C. Determining Whether a Conflict of Interest Exists

The interested person must leave the meeting after the disclosure of the financial interest and all material facts, including any necessary discussion with the interested person for fact finding. The interested person must not return to the meeting while the determination of a conflict of

interest is discussed and voted on. The remaining members will decide if a conflict of interest exists.

D. Addressing a Conflict of Interest

1. An Interested Person may make a factual presentation at the Board or committee meeting, but after the presentation, they must leave the meeting during the discussion of, and the vote on, the transaction or arrangement that results in the conflict of interest. An Interested Person must not actively participate in the discussion of, or vote on, the transaction or arrangement that results from the conflict of interest, either formally at a Board or committee meeting or informally through contact with individual Board or committee members. In addition, the Interested Person will not be counted in determining whether a quorum is present for the Board or committee meeting at which the transaction or arrangement that results in the conflict of interest is to be voted upon.
2. The chairperson of the meeting body will, if appropriate, appoint a disinterested person or task force to investigate alternatives to the proposed transaction or arrangement.
3. After exercising due diligence, the meeting members will determine whether the Organization can, with reasonable efforts, obtain a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.
4. If a more advantageous transaction or arrangement without a conflict of interest is not reasonably possible, then the Board or committee will determine by a majority vote of the disinterested Directors or committee members whether the transaction or arrangement is a) in the Organization's best interest, b) for the Organization's own benefit, and c) whether it is fair and reasonable. Using that determination as a guide, the Board or committee will then make a decision to enter into the transaction or arrangement or not.

VII. Violations of the Conflict of Interest Policy

If the Board or committee has reasonable cause to believe an Interested Person failed to disclose actual or possible conflicts of interest, then it will inform the interested person of the basis for their belief and afford them an opportunity to explain the alleged failure to disclose.

If, after hearing the Interested Person's response and after making further investigation as warranted by the circumstances, the Board or committee determines the Interested Person has failed to disclose an actual or possible conflict of interest, it will take appropriate disciplinary and corrective action.

VIII. Records of Proceedings

The minutes of all actions taken on such matters will clearly reflect the following:

- Names of the person(s) with a Financial Interest related to an actual or possible conflict
- Description of the Financial Interest
- Description of any action(s) taken to determine whether a conflict of interest was present
- Governing body's decision as to whether a conflict of interest in fact existed
- Names of the persons present for discussions and votes relating to the transaction
- Summary of the discussion, including any discussed alternatives to the proposed transaction
- A record of any votes taken

IX. Compensation Committee Conflicts

A Director, Officer, or voting member of any committee or task force with Board delegated powers who receives compensation, directly or indirectly, from the Organization for services may not vote on issues relating to their own compensation.

X. Annual Statements

Each Director, Officer, and voting member of a committee or task force with Board delegated powers will annually sign a statement which affirms the person (see Exhibit A):

- Received a copy of the policy
- Read and understands the policy
- Agrees to comply with the policy
- Requires that they disclose any Financial Interest of Fiduciary Responsibility to another person or entity that could potentially form a conflict with the Organization in the upcoming year.
- Acknowledges that the Organization is a charitable organization, and in order to maintain its Federal tax exemption, it must engage primarily in activities that accomplish one or more of its tax-exempt purposes.

XI. Periodic Reviews

Periodic reviews will be conducted to ensure that the Organization operates in a manner consistent with its charitable purposes and that it does not engage in activities that could jeopardize its status as an organization exempt from Federal income tax. The periodic reviews will, at a minimum, include the following subjects:

- a. Whether compensation arrangements and benefits are reasonable and are the result of arm's-length bargaining.

- b. Whether any grants are made to disqualified persons, or otherwise result in an excess benefit transaction.
- c. Whether arrangements with other organizations 1) comply with the Organization's written policies, 2) are properly recorded, 3) reflect reasonable payments for goods and services, if any; and 4) further the Organization's charitable purposes and do not result in inurement or impermissible private benefit.

The Organization may, at its option, use outside experts to conduct periodic reviews. If outside experts are used, their use does not relieve the Board of its responsibility for ensuring that the reviews are conducted.

CERTIFICATION

This policy was approved by the Board of Directors of the Organization on December 14, 2021.

Helene Barhaugh, Secretary

The East Isles Residents' Association, Inc.

Board Training & Development Policy

I. Purpose

In order for the Organization to achieve its mission it must understand the community it serves and the challenges and issues these stakeholders face.

In particular, the board can make a profound difference toward achieving the mission if it is selected, managed, and evaluated effectively.

This policy provides specific tools and resources for building an effective board. Specifically, it explores the roles and responsibilities of board members, focuses on the difference between governance and management, examines the importance of board selection and composition and provides models for orientation and training of board members. Finally, the policy addresses strategies for responding to board changes and assessing the effectiveness of both the board and the Organization.

For a board to function effectively and live up to its fiduciary responsibilities, it must govern at a high level focused on financial health, strategic issues, and important operational matters. A healthy board goes beyond "rubber stamp governance." Likewise, a healthy board establishes independence, delegates work to staff, committees or volunteers and provides governance, objectivity, and accountability to the organization.

The purpose of this policy is to assist the board in fulfilling its fiduciary duties to grow a strong board that follows both legal requirements and nonprofit sector best practices.

II. Board Recruitment

The nature of a board is to turn over. The Organization's bylaws enforce term limits on board members which require bringing in new members for board service.

The Organization's Diversity Equity and Inclusion Policy requires the Organization to foster principles of diversity, equity, and inclusion in its mission-driven work, including in the election of its corporate directors.

Moreover, the Organization is prohibited by certain grant funding requirements from creating barriers to board service through the application process.

Yet board service is also an important and serious duty to the nonprofit corporation and board members take on critical legal and leadership responsibility when they become Directors.

Developing a board with a full complement of skills and abilities is important to good governance and preserving the health and wellbeing of the Organization.

Therefore, it is the policy of the Organization to observe the following practice with respect to board member recruitment. The board will:

1. Promote member engagement in programs and committees or other volunteer opportunities with the Organization as a way to identify voting members who possess the qualities of a good board member. The qualities of a good board member include but are not limited to:
 - Understanding of the community and its needs
 - Passion for the cause
 - Willingness to commit time for meetings, events, etc.
 - Team player who works well in a group
 - Ability to communicate directly even on difficult subjects
 - Ability to participate in healthy conflict
 - Shows respect for community members and other stakeholders
 - Ability to put the best interest of the organization over personal interests
2. Actively recruit new members to board service who are broadly representative of the community interests, including renters, business owners, and people from a variety of diverse perspectives.
3. Publish calls for applications broadly following the Language Access Policy notice requirements to ensure that all eligible members are aware of opportunities to serve.
4. Educate potential candidates about the requirements and responsibilities of board service *before* elections are held. This includes providing educational materials regarding:
 - The three core fiduciary duties
 - The Organization's Conflict of Interest Policy
 - A reasonable estimate of the time commitment required to fulfill duties
 - The Organization's board member Code of Conduct agreement (see Exhibit A)

The Organization may publish this educational material on the Organization's website or otherwise link to it in a board member application and will in all cases ensure that members who seek board service (even when nominated from the floor), have an opportunity to review these materials prior to accepting their nomination.

III. Using a Composition Matrix

The board may from time to time utilize a board composition matrix to detail the skills, characteristics and talents of the current board members and identify current gaps or future gaps that will arise with anticipated turnover.

The organization's strategic direction can help to clarify the special skills and resources required on the board. For example, if increasing engagement with immigrant populations or finding sources of fee-for-service revenue are identified as strategic priorities in the next two years, then board may consider identifying eligible members whose skills and abilities could help advance these strategic goals.

IV. Board Training

Board members have important fiduciary duties. They accept legal risk and responsibility for the nonprofit corporation. As a result, Directors must stay aware of changes in nonprofit corporate law, business law, nonprofit sector best practices and governance requirements.

Board education and training opportunities are intended to assist Directors with their responsibilities. This safeguards the Organization and ensures Directors can uphold their obligations, regardless of their previous education or experience.

Therefore, it is the policy of the Organization to provide both new and existing board members with training opportunities. These training opportunities may be combined when it is convenient. Board member trainings may be conducted internally and with the assistance of a qualified third-party provider that routinely provides training to Minnesota nonprofit boards.

A. New Member Orientation

New Directors will be oriented as quickly as reasonably possible, within 90 days of the meeting where the board member is elected. Board leadership will ensure that each newly appointed Director receives the following:

- Briefing from the Chair/President
- Briefing from the Executive Director (if any)
- New board member training
- Access to core documents (operations manual, policies, procedures, and access to past year of meeting minutes, etc.)
- Educational materials provided to all applicants as part of the application process and a signed board member agreement (See, Exhibit A)

B. Annual "Refresher" Training

Directors serving successive years of a term will participate in an annual board member training as a refresher course on their duties and obligations. This includes annual review and re-affirmation of the board agreement and the Conflicts of Interest Policy and disclosure form.

C. Training Content

At minimum, all board member orientations should cover the following topics:

- The Organization's mission, vision, and values
- Bios of current board members and key staff
- Board member job descriptions and expectations
- Legal duties of board members in Minnesota (review of fiduciary duties, etc.)
- Review and sign the board member agreement
- Review the Conflict of Interest Policy and complete the annual disclosure form
- Calendar of meetings for the year ahead
- Bylaws and Articles of Incorporation (their meaning and importance)
- Determination letter from the IRS and information about income-tax exemption
- State sales tax exemption (if applicable) and when it applies
- Summary of Directors' and Officers' insurance coverage
- Policies (or board resolutions) relating to the board's role to review the CEO/executive director's compensation
- Opportunity to review the operations manual with all core policies and procedures

D. Access to Information

All Directors must have access to the following documents in a board portal or other easy to use format:

- Current Bylaws
- Articles of incorporation (including amendments)
- Determination letter from the IRS
- Certificate of sales tax exemption from the state (if any)
- Summary of insurance coverages (including Directors and Officers, Work Comp, etc.)
- Policies (or board resolutions) relating to the board's role to review the Executive Director's performance and compensation
- Operations manual with all core policies and procedures
- Recent Organizational financial reports (balance sheet & income statement)
- Recently filed IRS Form 990s
- All past meeting minutes
- Calendar of meetings for the year ahead
- Board roster and list of committees, their charters, and who serves on them

IV. Strategic Planning

Board leadership is a continuous, multi-phase process that requires planning, oversight, and modifications based on assessment. First the board develops a mission and a strategic plan to meet that mission. Then the board provides oversight of the staff (i.e., employees, volunteers, or committee members) as they implement the strategic plan and report back to the board. Finally, during the assessment phase, the board critically assesses the success of the organization; its programs and services; as well as the board's own performance, and the cycle continues.

KEY ELEMENTS TO A SUCCESSFUL NONPROFIT BOARD



The strategic plan is used to guide program activities, allocate resources, and assess the Organization's achievements.

Specifically, the strategic plan provides the organization's staff and leaders with guidelines to:

- ✓ Establish the Organization's programmatic activities
- ✓ Allocate human and financial resources to accomplish those activities
- ✓ Assess whether objectives are being met
- ✓ Evaluate programs, staff, and resources

A strategic plan does not need to provide a detailed chronology of action (it isn't an operational work plan). A strategic plan also cannot predict the future of the external world. Instead, the strategic plan broadly maps the goals or activities that the organization wants to pursue towards accomplishing its mission or to preserve (or change) its desired character and

identity. As well as what resources it will allocate to that pursuit. The strategic plan is a tool that guides future decision-making as issues arise in the years to come.

A. Plan Structure

Generally, the strategic plan may follow this organizational structure:

1. Vision / mission
2. Core values
3. SWOT analysis / situational assessment
4. Organization-wide goals or objectives (3-4)
5. Key performance indicators (quantifiable metrics - how do we measure success)
6. Key objectives or milestones that support achieving the goals (I.e., quarterly objectives)

B. Policy & Guidelines

The board will create a strategic plan that reflects and supports the Organization's mission. The strategic plan and planning process will follow these guidelines:

- The planning process will engage or seek input from a broad cross-section of the Organization and its community of stakeholders
- The planning process will allow for enough time to gather data and map broad goals (this may be months rather than days or weeks)
- The planning process, although complementary, will not be a substitute for budgeting
- The Organization may engage a third-party consultant for assistance with strategic plan development from time to time
- The plan developed will not exceed a three-year roadmap
- The plan developed should be easy to read and understand by the average person

V. Internal Assessment

The board is accountable for the Organization's success (or failure). The board will annually measure the progress of the Organization against the goals laid out in the strategic plan. The board will also measure the performance of its Executive Director (if any) and its own performance in assisting and supporting the Organization in a consistent and positive way throughout the year.

The board should use the results of the annual assessment to make appropriate adjustments to the mission, planning, and implementation of operations.

A. Annual Effectiveness Assessments

To ensure accountability, the board will:

- Measure Organizational achievements against quantifiable objectives
- Perform a formal review of the Executive Director annually (if one is employed)
- Implement a member feedback mechanism to measure members' responses
- Develop and implement a process of board self-assessment (individual and whole)
- Call in legal counsel or a management consultant for evaluation if difficulties come up
- Create processes for feedback for using assessments to improve the organization

B. Board Assessments

Board self-assessment provides members with an opportunity to:

- Reflect on their individual and corporate responsibilities
- Identify different perceptions and opinions among board members
- Point to questions that need attention
- Use the results as a springboard for board improvement
- Increase the level of board teamwork
- Clarify board / staff expectations
- Demonstrate that accountability is an organizational value
- Provide credibility with funders and other external audiences

Board members will evaluate their performance as a group and as individuals at least every two years.

The Organization may utilize assessments like those in Exhibit B and C, or use any third-party service, suitable online board assessment tool, etc.

The Organization will have clear procedures for removing board members who are unable to fulfill their fiduciary responsibilities

CERTIFICATION

This policy was approved by the Board of Directors of the Organization on December 14, 2021.

Helene Barhaugh, Secretary

Board Member Agreement / Code of Conduct

The Organization adopted the following Board Code of Conduct that all Directors agree to:

I. Prohibiting Private Benefit & Managing Conflicts of Interest

No member of the Board of Directors (Directors) may take a personal profit or gain (whether directly or indirectly) from their service on the Board. Directors must conduct their personal affairs in a way that avoids any possible conflict of interest with their duties and responsibilities as Directors. Nevertheless, conflicts may arise from time to time. When that occurs, Directors agree to immediately disclose the conflict of interest and abide by the Conflicts of Interest Policy. Directors will also review and sign a disclosure form at least once a year as required by the Conflicts of Interest Policy.

II. Prohibition Against Sexual Harassment

The Organization strives to maintain a workplace that is free from illegal discrimination and harassment. While all forms of harassment are prohibited, sexual harassment is illegal and specifically prohibited. Any Director who engages in discriminatory or harassing behavior is subject to removal from the board. Complaints alleging misconduct on the part of Directors will be investigated promptly and as confidentially as possible by the appropriate task force or committee (or third-party consultant designee) of the Board.

III. Confidentiality

Board members are reminded that confidential financial, personnel, and other matters concerning the organization, donors, staff, volunteers, or members may be included in board materials or discussed from time to time in closed sessions, etc. Board members agree not to disclose confidential information to those outside the Board except as legally required.

IV. Active Responsibility & Participation

Board members are expected to exercise the duties and responsibilities of their positions with integrity, collegiality, and care.

A. Directors agree to:

- Prioritize attendance at board meetings or committee meetings.
- Prepare to discuss the issues and business on the agenda and read all background material relevant to the topics at hand, including financial reports before the meeting.

- Cooperate with and respect the opinions of fellow Directors or staff and leave personal prejudices out of all board discussions.
- Support authorized actions of the Board even when the Board member personally did not support the vote or action taken.
- Put the interests of the Organization above personal interests as required by fiduciaries.
- Represent the Organization in a positive / supportive manner at all times, in all places.
- Show respect and courtesy in all meetings.
- Refrain from intruding on administrative issues that are the responsibility of management staff, except to monitor the results of strategic objectives and to ensure that procedures are consistent with board policy.
- Observe established lines of communication, directing requests for information or assistance to the Executive Director or the appropriate channel.
- Avoid all direct or indirect political campaign intervention in the name of the Organization (or in their official capacity as Director) and when using Organizational assets (i.e., political activity includes supporting or opposing candidates for office).

B. Directors agree they are:

1. Morally responsible for the health and wellbeing of this Organization. Directors pledge to help realize the mission.
2. Fiscally responsible (with the other board members) for this Organization. It is the Directors' duty to know what the budget is, to be active in understanding the budget, and planning the fundraising to meet the budget.
3. Legally responsible (with other board members) for this Organization. Directors that neglect their duties or act in bad faith, may be held personally liable in lawsuits brought by a private person, a business, a governmental entity, or even by the organization itself.
4. Not responsible for the day-to-day operations of the organization when a chief executive (i.e., Executive Director) is employed. Rather Directors' one direct management responsibility (with other members of the board) is the selection and supervision of the chief executive.

V. Duty to Give

Directors will give at a level that is significant for them. Directors will work to raise money for the Organization in whatever ways are best suited for their skills. There is no set amount of money that Directors must raise. Directors make a good faith agreement to do their best.

I pledge to carry out the duties and obligations associated with my role as Director in a trustworthy and diligent manner and to abide by this Board Member Agreement / Code of Conduct. I understand that failure to abide by this Code of Conduct may result in my removal as a Director.

Board Self-Assessment

For Board members to assess their individual performance on the Board of Directors.

Board members should review their job descriptions and / or board member agreement prior to completing this self-evaluation.

Q. How would you rate our performance on the following Board duties?

Board Duties	Excellent	Average	Needs Work
Attend Board Meetings, including training sessions and committee meetings.			
Completing assignments and being prepared at meetings.			
Participating in fundraising development planning and activities.			
Serving as an advocate for your organization within the larger community.			
Staying up to date on purpose, history, needs, and issues affecting the organization.			
Participating actively in the ongoing work of the Board.			
Giving to the organization annually at a level that is meaningful to you.			
Actively asking questions and seeking information needed to carry out responsibilities.			
Behaving in accordance with the organization's mission, vision, values, code of conduct, and governing documents.			

Board Assessment

For Board members to assess their performance as a Board of Directors as a whole.

Q. How would you rate the Board as a whole, on the following roles and responsibilities?

Board Duties	Excellent	Average	Needs Work
Attend Board Meetings, including training sessions and committee meetings.			
Completing assignments and being prepared at meetings.			
Participating in fundraising development planning and activities.			
Serving as an advocate for your organization within the larger community.			
Staying up to date on purpose, history, needs, and issues affecting the organization.			
Participating actively in the ongoing work of the Board.			
Giving to the organization annually at a level that is meaningful to you.			
Actively asking questions and seeking information needed to carry out responsibilities.			
Behaving in accordance with the organization's mission, vision, values, code of conduct, and governing documents.			

EMPLOYEE HANDBOOK

THE EAST ISLES RESIDENTS' ASSOCIATION, INC.

December 14, 2021

This Employee Handbook is not an employment contract. It does not establish a contract (express or implied) between the Organization and any employee regarding terms and conditions of employment

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MESSAGE FROM THE ORGANIZATION

To the Employees:

The East Isles Residents' Association, Inc. (the "Organization") understands that our most valuable asset is our employees. We strive to provide a workplace that is professional to best serve the needs and wants of our employees as well as those we serve.

The Organization's desire is to maintain good relationships, and therefore we want to hear, discuss, and when possible, rectify any of your grievances or complaints. If you have a question pertaining to any aspect of your employment with the Organization, we encourage you to ask your supervisor.

This handbook provides you with pertinent information regarding rules and policies. It is important that you take the time to read and familiarize yourself with the information contained in this handbook, and you will be asked to sign a copy. A copy of the signed sheet will be kept in your personnel file, and you will have access to the current handbook for your records.

This handbook is not an employment contract. It does not establish a contract (express or implied) between the Organization and any employee regarding terms and conditions of employment. No communications will create contractual obligations unless in writing and signed by the Organization the Organization's express designee.

This handbook revokes and supersedes any prior handbooks provided by the Organization and The Organization reserves the right to revoke, modify, amend, add to, or delete from any of the provisions of this handbook at any time, with or without notice, in its sole discretion.

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EMPLOYMENT POLICIES

At Will Employment Status

Unless expressly altered through a written agreement, signed by the Board or the Board's express designee, all employees of the Organization are employed "at will." "At will" employment is of no specific duration and may be discontinued at the will or discretion of either the employee or the Organization for any lawful reason.

Equal Employment Opportunity Policy

This policy affirms that the Organization provides Equal Opportunity to all employees and applicants for employment in accordance with all applicable Equal Employment Opportunity/Affirmative Action laws, directives, and regulations of Federal, State and Title 7 of the Minneapolis Code of Ordinances.

Accordingly, it is the policy of the Organization to maintain a workplace where each individual has equal employment opportunities regardless of race, color, creed, religion, national origin, sex, age, disability, marital status, familial status, sexual orientation, status with regard to public assistance, or status in any group protected by federal, state, or local law.

To that end, the Organization will take affirmative steps to ensure that all employment practices are free of such discrimination. Such employment practices include hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training.

Reasonable Accommodation Policy

In compliance with all applicable federal, state, and local laws, the Organization will work with any qualified applicant or employee to explore reasonable accommodations for their known disability (which may include pregnancy related conditions) as may be necessary to allow them to perform the essential functions of the job. The Organization will also work with any qualified applicant or employee to explore reasonable accommodations for their known sincerely held religious beliefs as may be necessary.

Requesting an Accommodation: The Organization respects the privacy of its employees. Therefore, it does not generally inquire about possible disabilities, pregnancy, or religious practices unless first made known to management. Accordingly, where an accommodation is required for any reason, the interactive process of exploring the potential for achieving a reasonable accommodation should be initiated by contacting the employee's supervisor.

Determining Accommodations: The Organization will meet with individuals on a case-by-case basis to explore reasonable accommodations, considering the requirements of the job in question as well as any particular limitations that may be imposed by an individual's disability,

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pregnancy, or, in the case of religion, any work-related conflicts or requirements relating to the tenets or observations of the individual's sincerely held religious beliefs. To facilitate this interactive process the Organization may require appropriate medical or other documentation. In some instances, requested accommodations may be denied based upon the Organization's determination that they pose an undue hardship, or that another, more suitable accommodation exists both for the individual and the Organization. Pursuant to the Minnesota Women's Economic Security Act (WESA), however, the Organization will not require medical documentation nor consider undue hardship in the case of any pregnant employee who, due to pregnancy-related conditions, requires seating; more frequent restroom, food, or water breaks; or restrictions on lifting over 20 pounds. Excluding these limited accommodations and those that may be required for religious reasons; accommodations must be those that permit the individual to perform all of the essential functions of the job in question.

Discrimination/Harassment/Whistleblower Policy

The Organization strives to provide a workplace environment that is productive, safe, respectful, and fulfilling for all employees, customers and persons who may enter its premises. Accordingly, discrimination, inappropriate harassment, violence, threats, or bullying by or against any of its employees, regardless of their position in the Organization, is strictly forbidden. This policy further defines different types of inappropriate conduct and provides procedures for addressing and reporting such conduct with the aim of preventing it from ever occurring or, in the event of a violation, to eliminate the problem. Violations of these policies are subject to disciplinary action up to and including immediate discharge.

Discrimination Prohibited. Discrimination in employment with the Organization in violation of the foregoing Equal Employment Opportunity Policy is strictly prohibited. This prohibited discrimination may include, but is not necessarily limited to, basing any decision concerning employment, hiring, training, promotions, discipline, wages, benefits or other terms and conditions of employment on any of the prohibited factors. No one, regardless of their position in the Organization, is authorized to make or effect such prohibited decisions.

Harassment Prohibited. The Organization prohibits harassment in the workplace by or against any of its employees and encourages all employees to conduct themselves appropriately within their role in the Organization. Prohibited harassment can take many forms, including sexual harassment, racial harassment or harassment based upon a person's age, disability, color, national origin, creed or religion, marital status, familial status, sexual orientation, or their status in any other group protected by federal, state or local law. Harassment can occur between employees, male or female, managers, or supervisors. Harassment may also involve non-employees, e.g., vendors, or customers and may in some circumstances apply to conduct outside the workplace, as well as it does within the workplace.

The following examples of prohibited harassment are for illustrative purposes only and are not meant in any way to limit the types of harassment that may be found inappropriate for our workplace:

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- Unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature. Remarks, jokes, display of sexually suggestive objects, materials or pictures, gestures, and the like.
- Unwelcome or offensive remarks, jokes, objects, materials, pictures, or gestures relating to natural origin, race or the color of any person's skin, hair, eyes, disparaging a person's national origin, making racial epithets, name-calling, ethnic slurs or graffiti.
- Unwelcome or offensive remarks, jokes, objects, materials, pictures, or gestures relating to age or a disability or perceived disability; for example, derogatory remarks about a person's disabling condition, teasing, or taunting.

Other forms of prohibited harassment including harassment on the basis of or relating to anyone's religion, marital status, veteran status or military service, sexual preference, privacy, or status in any group protected by federal, state, or local law that interferes with another person's work performance or creates an intimidating, hostile or offensive work environment.

Violence/Threats/Bullying Prohibited. The Organization prohibits acts of violence, threats of violence, intimidation, or bullying in the workplace by or against any of its employees. Unlike violence of overt threats, bullying may be more subtle and can take many forms. Bullying may include but may not be limited to physical or verbal abuse; implicit or subtle threatening gestures or comments; exclusion or social isolation; consistently ridiculing, belittling, or interrupting; excessive and unreasonable monitoring or micro-managing; invading someone's personal space; or other inappropriate behavior that materially interferes with a reasonable individual's ability to do their job. Bullying may also overlap with other conduct prohibited by Organization policy (e.g., discrimination and/or harassment) though it need not be based on any status protected by federal, state, or local law. Conduct prohibited under this policy may also involve non-employees such as vendors, or customers and may in some circumstances apply to conduct outside the workplace.

Whistleblowing. The Organization encourages and enables employees and others to raise serious concerns internally so that it can address and correct inappropriate conduct and actions. It is the responsibility of all board members, officers, employees and volunteers to report concerns about actual or suspected violations of law, rules, or regulations that govern the Organization and its operations

Reporting Discrimination, Harassment, Violence, Threats, Bullying, or Suspected Violations of the Law. Anyone who believes in good faith: that they have been discriminated against; harassed; experienced violence; been threatened; bullied; an actual or suspected violation of the law is occurring or about to occur; or who has witnessed any such conduct, is encouraged to try first to address the matter directly with the offending party(s) by invoking this policy and telling them to stop the inappropriate behavior. Where it is not practical under the circumstances to address a complaint directly to the offending party(s) – for example, where safety is a concern or doing so would likely be futile – the matter should be reported pursuant to the following "open door" policy, by following these simple steps:

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Report any good faith belief that this policy has been violated or is being violated, or any work-related problems, as soon as possible. A person need not be the subject of the improper conduct or other work-related concerns to report such problems.

Complaints or reports under this policy may be brought to the attention of anyone, or all, of the following persons, in no particular order: your immediate supervisor, the Organization's Board, or any member of the Board of Directors.

Response to Complaints, Consequences and Prohibition on Retaliation. Reports made under this policy will be promptly investigated in accordance with the nature of the matter involved. Reasonable efforts will be made to treat information disclosed in the course of an investigation as confidential. The facts of each case will determine the investigative and responsive measures taken. If the Organization determines that its policies or rules of conduct have been violated it will take appropriate corrective measures based upon the specific facts and conclusions of each particular investigation. Appropriate corrective measures may include disciplinary action up to and including discharge of the offending individual(s). In all instances the objective will be to end behavior deemed inappropriate or in violation of the Organization's policies.

The Organization will not tolerate any act of reprisal or retaliation against anyone who reports, opposes, or complains of any violation or suspected violation of these policies, or against anyone who assists with or cooperates in the Organization's investigation of such reports or complaints. Complaints or reports of reprisal or retaliation should be brought under the same reporting procedures outlined above.

Drugs and Alcohol

The Organization is strongly committed to maintaining a safe and healthy working environment for all its employees and expects that all employees will discharge their duties at an acceptable performance level unimpaired by drug and alcohol use. The use of alcohol and/or drugs by employees can undermine employee productivity and the Organization image.

The use, possession, sale, distribution, or manufacturing of non-medically prescribed controlled substances or alcohol by anyone while on Organization business or on Organization property is prohibited. This includes the illegal or unauthorized use of prescribed drugs. Accordingly, it is a violation of this policy to intentionally misuse and/or abuse prescription medications.

The Organization recognizes that prescription and over-the-counter drugs are not prohibited when taken in standard dosage and/or according to a physician's prescription. However, any employee taking prescribed or over-the-counter medications will be responsible for consulting the prescribing physician and/or pharmacist to ascertain whether the medication may interfere with safe performance of their job. If the use of a medication could compromise the safety of the employee, fellow employees, or the public, it is the employee's responsibility to use appropriate personnel procedures (e.g., call in sick, use leave, request change of duty, notify supervisor) to avoid unsafe workplace practices. Further, as it relates to medical marijuana prescribed to an employee in accordance with State law, no employee will use, possess, or be impaired by medical marijuana on Organization premises, in Organization vehicles, or during any hours of employment with the Organization.

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Violation of this policy will result in disciplinary action up to and including termination of employment. Also, depending on the circumstances, other action, including notification of appropriate law enforcement agencies, may be taken with respect to a violation of this policy.

Employee Records

It is the Organization's policy to maintain complete and accurate employee records. Employees are responsible for notifying the Organization of changes relating to personal information such as home address, telephone number, and number of dependents promptly and accurately.

Notification of Rights and Responsibilities regarding Personnel Files

The following is a description of employees' rights and remedies regarding review of their personnel file under our policies and in compliance with Minnesota state law:

Review of Personnel File. Employees may make a written request to review their personnel file; however, such requests may be limited to no more than once every six months and may be denied if the Organization determines that the request was not made in good faith. Upon separation from employment, a former employee may make such a written request once each year after separation for as long as the personnel record is maintained.

Upon receipt of a proper, written request from an employee or former employee to review their personnel file, it is the Organization's practice to comply no later than 7 working days (if the record is located in this state, or no later than 14 working days if the record is located outside the state).

Arrangements will be made for current employees to inspect their personnel record during normal business hours, either on site or at another reasonable nearby location. An accurate copy of the personnel file may be used or simply provided. A copy will be mailed to any former employee at an address disclosed in a written request and on-site inspections will not be allowed for former employees.

Removal or Revision of Personnel File Information. If an employee disputes any of the specific information contained in their personnel file, there are three different courses of action that may be taken:

- a. the employee may do nothing about the disagreement;
- b. the employee may seek management's agreement to revise or remove the disputed information, which may or may not be granted; or,
- c. if no agreement is reached to revise or remove the disputed information, the employee may submit a written statement specifically identifying the disputed information and explaining their position on the information in question.

This position statement may be no longer than 5 written pages and will be included with the employee's personnel file along with the disputed information as long as the disputed information is contained in the record.

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No claim for libel, slander or defamation may be based on any information contained in a personnel file where the above guidelines are observed. If information that should be properly included in an employee's personnel file is omitted in response to a proper, written request for review, that information may be excluded from use in a subsequent administrative, judicial or quasi-judicial proceeding, unless it is determined that the information was not intentionally omitted and the subject employee is first given a reasonable opportunity to review the information.

Remedies/Retaliation Prohibited. In addition to other remedies provided by law, if any, an employee may bring a civil action in district court in an attempt to compel compliance with these provisions regarding their right to inspect their personnel file. Any employee who in good faith exercises their rights and remedies regarding review of the personnel record under these provisions may not be retaliated against.

COMPENSATION POLICIES

Employment Classification

The Organization classifies its employees and other workers as follows:

- **Full-time regular employees.** Employees hired to work the Organization's normal, full-time, 40-hour workweek on a regular basis. Such employees may be "exempt" or "nonexempt" as defined below.
- **Part-time regular employees.** Employees hired to work fewer than 40 hours per workweek on a regular basis. Such employees may be "exempt" or "nonexempt" as defined below.
- **Temporary employees.** Employees engaged to work full time or part time on the Organization's payroll with the understanding that their employment may be seasonal or will be terminated no later than on completion of a specific assignment. Temporary employee may be offered and may accept a new temporary assignment with the Organization and thus still retain temporary status. Such employees may be "exempt" or "nonexempt" as defined below.
- **Nonexempt employees.** Employees who are required to be paid overtime at the rate of time and one half (i.e., one and one-half times) their regular rate of pay for all hours worked beyond forty hours in a workweek, in accordance with applicable federal wage and hour laws.
- **Exempt employees.** Employees who are not required to be paid overtime, in accordance with applicable federal wage and hour laws, for work performed beyond forty (40) hours in a workweek. Executives, professional employees, outside sales representatives, and certain employees in administrative positions are typically exempt.

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You will be informed of your initial employment classification and of your status as an exempt or nonexempt employee when you start employment. If you change positions during your employment, you will be informed of any change in your exemption status.

Overtime

Employees may occasionally be asked to work beyond their normally scheduled hours, or on their day off, at the sole discretion of the Organization. Nonexempt employees who are required (or permitted) to work overtime will receive overtime pay in accordance with the requirements of the Fair Labor Standards Act, state laws and Organization policies as follows: All overtime must be approved in writing in advance by the employee's immediate supervisor. Nonexempt employees will be paid one and one-half their regular rate for all hours worked in excess of 40 hours in each work week.

"Hours worked" means time actually spent on the job. It does not include hours away from work due to vacation, sickness, or holiday (even where these days are compensated). Unpaid sick leave, personal leave (or any other time away from work) is also not considered hours worked.

Pay Period and Payroll Checks

All employees are paid once every two weeks. The workweek for purposes of the pay period runs from midnight on Monday through 11:59 p.m. on Sunday.

Employees are not obligated to discuss their wages with others but have the discretion to do so, free from any adverse employment action or retaliation. Employees that feel they have been subjected to retaliation or adverse action prohibited by this provision have a legal right to pursue a civil action for violations of these rights; however, we believe that these issues can be better and more promptly addressed through internal reporting to the Organization.

The Organization prohibits improper deductions made to any employee's paycheck. If an inadvertent deduction is improperly made to an employee's paycheck, that employee must immediately report it in writing to the Organization's attention. Upon receipt of the report, the Organization will determine whether an improper payroll deduction has been made. If an improper deduction was found to be made, the affected employee will be appropriately reimbursed. The Organization will note that an improper deduction was made and will strive to comply with all applicable laws in the future.

Timecards

A timecard provides an accurate record of hours worked and hours to be paid. The timecard is an official Organization record used for several purposes including compiling of reports and records required by law.

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No employee is allowed to log time for another employee. All employees must log their start and ending shift times, as well as any periods of time for leaving work for non-Organization business, including, but not limited to lunch.

Failure to keep accurate time records may result in disciplinary action up to and including termination of employment.

Scheduling

Daily and weekly work schedules may be changed from time to time at the discretion of the Organization to meet the varying conditions of business. You are expected to work the hours and shift assigned to you on the posted work schedule. Only your supervisor can authorize a change in your shift or schedule.

Expense Reimbursement

Employees may from time to time need to be reimbursed for the reasonable cost of meals and other business expenses. All employee expenses must be approved in advance, including IRS mileage, when applicable. Expense reimbursements are handled subject to the Organization's financial policies and procedures. If mileage is an approved expense, remember that business mileage does not include normal commute to and from work. When business travel originates from home, subtract the "normal round-trip" commuting miles from the total miles associated with the trip. Employees must submit appropriate documentation, such as a receipt or other proof evidencing the expense, in order to receive any expense reimbursement.

Performance Review Policy

The performance review process provides a means for discussing, planning, and reviewing the performance of each employee. Performance appraisals influence salaries, promotions, and transfers, and it is critical that supervisors are objective in conducting performance reviews and in assigning overall performance ratings.

All employees are provided an annual performance review and consideration for merit pay increases as warranted.

A performance appraisal does not always result in an automatic compensation increase. The employee's overall performance and compensation level relative to position responsibilities must be evaluated to determine whether an increase is warranted.

BENEFIT AND LEAVE POLICIES

Benefit Programs

Certain Organization employees are eligible for the following benefit programs which are subject to change or revocation at any time in the sole discretion of the Organization:

- Workers' Compensation

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Employees may refer to the appropriate plan documents for eligibility procedures and plan provisions concerning benefit programs. Naturally, it is the legal documents that must be followed in the administration of these plans, and these plan documents will govern in the event any discrepancy exists.

Holidays

The Organization is closed for business on the following holidays:

- New Year's Day
- Memorial Day
- Fourth of July
- Labor Day
- Thanksgiving Day
- Christmas Day

Paid Leave Policy

Minneapolis ordinances entitle employees to a minimum amount of leave in the form of safe and sick leave. This policy meets this requirement.

Part time employees

Part time employees earn paid time off on an accrual basis in order to comply with Minneapolis sick and safe time requirements.

Rate of accrual

Part-time employees (those who work less than 40 hours per week) accrue leave hours at the rate of one (1) hour for every thirty (30) hours worked, up to a maximum of forty-eight (48) hours accrued per year.

How leave is earned and used

Employees begin accruing leave hours on the first day of work (regardless of whether they are full-time, part-time, or temporary workers). Employees may begin using accrued leave after completing 90 days of employment.

Using your leave and carrying over:

Taking time to rest and reenergize is important. Employees should use their earned leave during each employment year. Employees are allowed to carry over earned and unused leave hours from one year to the next. An employee's yearly leave carry over is held in a leave bank. The maximum amount of leave hours employees may bank is 80. In the event your leave bank reaches the 80-hour limit, your leave accrual stops immediately until leave usage occurs, and

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then accrual restarts (and continues until either the yearly or overall limit is reached). When an employee has accrued the 48-hour yearly limit, then, accrual stops and does not restart until the following year.

Full Time Employees

Full time employees are eligible for a total amount of paid time off per year.

Amount of leave

All full-time employees (those who work at least 40 hours per week) receive 48 hours of leave in the first year of employment pro-rated to their hire date. Employees receive 80 hours of leave in every following year of employment.

How leave is earned and used

Employees may begin using leave after completing 90 days of employment. Leave is awarded annually on the employee's anniversary date. Unused hours do not carry over from year to year.

Other Paid Leave Terms

Employees (part-time and full-time) are permitted to use this leave under the following terms and conditions.

Leave minimums

For all employees, leave must be used in 4-hour increments.

Rates, holidays, and overtime

When leave is taken, employees are compensated at their regular rate of pay (with any benefits), excluding overtime rates where applicable. If a holiday falls during an employee's vacation, the day will be charged to holiday pay rather than against the employee's sick and safe time. Leave hours do not count as hours worked for the purposes of any overtime calculation.

Allowable uses for leave

Leave may be used for any personal purpose, including, but not limited to:

1. Diagnosis, treatment, recuperation, or preventative care for a medical or mental health condition, illness, or injury.
2. Participating in a legal action, counseling, or other services to address issues caused by domestic abuse, sexual assault, or stalking.
3. Care of a covered family member who is sick (or needs diagnosis, treatment, or preventative care), or during emergency closure of their school or place of care

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(including for inclement weather). Covered family members include immediate family and/or a member of the employee's household.

4. Cancellations of a scheduled work shift due to a public health emergency by order of a public official.

Employees may only use sick and safe leave for one of the authorized reasons listed above. In the event an employee uses sick and safe leave for unauthorized purposes, then the sick and safe time ordinance protections will not apply to that absence.

Approvals and denials of requests

The Organization may reject time-off requests in its sole discretion based on the Organization's legitimate operational needs. The Organization may not reject legitimate leave requests as a form of retaliation and that type of rejection is prohibited by the law.

No medical or other documentation will be required from the employee unless more than three consecutive absences occur, or clear evidence of illegitimate use exists. Employees who use this leave for more than 3 consecutive absences may be required to provide reasonable certification of the need for leave including, for example, evidence of service or medical treatment provided by a professional.

Illness

The need for leave due to illness may be sudden, however, employees should notify the Organization as soon as practicable (and, generally, before the start of the work shift). If the need to use leave is foreseeable (for example a scheduled doctor's appointment), then employees must provide notice at least 7 days prior to the absence. A request for leave may be denied if the employee fails to provide proper notice.

At separation

Employees are not paid for any unused sick and safe leave upon employment separation regardless of the reason. If an employee separates from employment and is rehired within 90 days, any earned and unused sick and safe leave that the employee had at the time of separation is reinstated.

Pregnancy and Parenting Leave

In accordance with Minnesota law, the Organization will provide employees up to twelve weeks leave for the birth or adoption of a child (biological or adoptive parents), prenatal care, or incapacity due to pregnancy, childbirth, or related health conditions, provided that the employee has been employed by the Organization for at least twelve months and has worked the minimum hours required per week. Although the leave is unpaid, employees may use any paid vacation or paid sick leave time if authorized under the vacation or sick leave policy. The Organization requires employees to provide reasonable notice of the need for the leave and expected duration. Pregnancy and parenting leaves must begin within the later of twelve

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months of the birth or adoption or twelve months from the time the child leaves the hospital if the child was released after the mother.

Personal Unpaid Leave of Absence Policy

Employees meeting the eligibility criteria stated in this policy may apply for an unpaid personal leave of absence (LOA) of up to thirty (30) days. Denial or approval of an application for any unpaid personal LOA, as well as any conditions that may be placed on such approval, will be at the Organization's sole discretion. Where employees are eligible for leaves of absence as provided by state or federal law this policy will not apply. Employees are therefore advised to check with the Organization regarding any other applicable leaves before applying for leave under this policy.

Eligibility for an unpaid LOA

To apply for an unpaid personal LOA an employee must meet all of the following criteria:

1. Must be employed for a minimum of one (1) full year of continuous service averaging 30 hours per week or more.
2. Must ordinarily be free of any disciplinary action for attendance, performance, or behavior at any time during the most recent six (6) months preceding the application.
3. Must not be eligible for some other form of leave required by law or provided by the employer

Applying for an LOA

Eligible employees must apply for any unpaid personal LOA by complying with all of the following procedures:

1. The application must be made in writing and include the reason for the leave, the requested leave's start date and specific duration.
2. The application must be submitted to the Owner. The written application must be submitted a minimum of thirty (30) days in advance of the requested commencement of the unpaid personal LOA, wherever practicable. Applications submitted with less than 30 days advance notice permit the employer less time to consider and / or make appropriate arrangements for the absence and therefore they may be more likely to be denied.
3. Misrepresentations or any act of dishonesty related to any application for an unpaid personal LOA may be grounds for leave denial, leave cancellation and for discipline, up to and including employment termination.

Approval of an LOA

The following provisions and procedures apply to all approved unpaid personal LOAs:

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1. Approval of any unpaid personal LOA must be given in writing, signed by the Owner, and provide for the specific starting and ending dates of the LOA, together with all additional conditions that may be included with such approval, if any. The absence of an approved writing will operate the same as a denial of the application.
2. Employees on an approved LOA are expected to respond to the Organization's inquiries regarding their expected return to work date and their ability to return to work. Employees who fail to do so may have their leave request denied and face further disciplinary action.
3. Employees may be subject to discipline up to an including employment termination if, during their LOA, they engage in other employment or activities inconsistent with the stated purpose for the leave, without prior authorization.

Exhaustion of LOA / Returning from LOA

Upon the expiration of any approved unpaid personal LOA, or any approved extension, the following apply:

1. It is the employee's responsibility to contact and communicate directly with the Organization no later than 5 business days prior to the expiration of an approved unpaid personal LOA to request approval in advance for their return to work.
2. An employee seeking to return to work from a medically related unpaid personal LOA may, where appropriate be requested to provide advance documentation from a treating or other designated health care provider, clearing the employee to work with or without restrictions and / or reasonable accommodations that may permit the employee to perform the essential functions of the position in question.
3. Reinstatement cannot be guaranteed to any employee desiring to return from an unpaid personal LOA. An employee returning from any LOA may be offered reinstatement to their former or another position within the Organization. Reinstatement and all terms and conditions of reinstatement are determined in the sole discretion of the Organization on a case-by-case basis at the time the request to return from an unpaid personal LOA is made.
4. Anyone not reinstated upon the exhaustion of unpaid personal LOA will cease to be an employee but may reapply with the Organization for any position for which they are qualified, at such time as such position becomes available.
5. Any employee on an unpaid personal LOA desiring to return to work early / prior to the expiration of their approved leave, must request early reinstatement by communicating in writing directly with the Organization at least 5 business days prior to their desired early return date. Early reinstatement from an unpaid personal LOA cannot be guaranteed.

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Jury Duty and Witness Leave

You are encouraged to serve on jury duty. When called for jury duty, you are to immediately notify the Organization. Jury duty is an unpaid leave.

Likewise, you will be granted the necessary time off, without pay, to attend or participate in a court proceeding in accordance with state law. You should inform the Organization of the need to take witness leave as far in advance as is possible.

Voting

The Organization believes that every employee should have the opportunity to vote.

Employees are encouraged to vote before or after their scheduled work shift. However, if that is not possible, employees will be granted paid time off from work for the time necessary to go their polling place, vote, and return to work. The Organization requests that employees who choose to vote during scheduled work hours work cooperate with the Organization in an attempt to select the least disruptive hours the employee will be absent from work to vote.

Military Leave

Employees who are required to fulfill military obligations in any branch of the Armed Forces of the United States or in state military service will be given the necessary time off and reinstated in accordance with federal and state law. The time off will be unpaid, except where state law dictates otherwise. Military orders should be presented to the employee's supervisor and arrangements for leave made as early as possible before departure. Employees are required to give advance notice of their service obligations to the organization unless military necessity makes this impossible. Employees must notify their supervisor of their intent to return to employment.

Electronic Communication Resources.

All electronic communication resources (including, but not limited to, e-mail, voice mail, telephones, cellular phones, hand-held devices, computers, and internet or software accounts of any kind) provided by the Organization and the information or data generated through these resources, are the property of the Organization. The Organization, therefore, reserves the right to conduct monitoring of any and all communications generated, sent, or received through these electronic communication resources.

You are not guaranteed privacy in any degree and should not expect any degree of privacy in the usage of the Organization's electronic communication resources. Employees are subject to and consent voluntarily and freely to monitoring of organizational accounts. Monitoring may occur without advance notice to the employee. Monitoring may include the creation of recorded or written records, including internet search history from a company computer.

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Remote Working

Remote work may be necessary or desired from time to time. To ensure that employee performance will not suffer in remote work arrangements, the Organization has policies regarding the remote work environment.

Remote Working Standards

Employees are expected to:

- Choose a quiet and distraction-free working space
- Have high speed internet connection (at least 25 Mbps download / 5 Mbps upload)
- Dedicate their full attention to their job duties during working hours
- Hourly employees must adhere to all meal and rest break and attendance schedules agreed on with their supervisor and in compliance with state law
- Ensure their schedules overlap with those of their team members for as long as is necessary to complete their job duties effectively
- Attend any daily or weekly mandatory meetings as required
- Participate in the team communication channels each workday, while setting appropriate boundaries for concentration time as needed to accomplish work tasks.

Equipment and Expenses

The Organization may provide employees with equipment that is essential to their job duties, like laptops, headsets, phones, etc. The Organization may handle installing software on any company provided equipment. Equipment that we provide is property of the Organization. The Organization retains control over the property and reserves the right to monitor any property at your remote location. Upon termination of employment, all property will be returned to the Organization, unless other arrangements have been made.

Employees who use Organizational equipment must keep it safe and avoid any misuse. Equipment supplied by the Organization is to be used for business purposes only. The employee worker will sign an inventory of all Organization property received and agree to take appropriate action to protect the items from damage or theft.

Employees may also use their own equipment but are subject to the same monitoring of transmitted or received information and responsibilities with respect to data and security.

Information Security / Data Privacy Protocols

Employees must take proper measures to secure Organizational information, assets, systems, etc. Securing data and company or donor information is a top priority. Breaches in security protocol may lead to employee disciplinary action, including termination.

Specifically, employees must:

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- Use a password manager
- Use 2 Factor Authentication wherever possible, especially when accessing donor information
- Install anti-virus software and run them monthly on your computer
- Install a reputable VPN software to protect your computer from hacking and other attacks
- Keep any personal or Organization provided computer or mobile phone password protected
- Store equipment in a safe and clean space when not in use
- Follow all data encryption, protection standards and settings including BitLocker for Windows, etc.
- Refrain from visiting untrustworthy or suspicious websites
- Stay vigilant for phishing and ransomware attacks sent through email or text
- When using an Organizationally owned computer, only download authorized software with prior approval
- Keep personal information and activities off of all Organization owned accounts or devices

EMPLOYEE RELATIONS POLICIES

Personal Appearance and Demeanor

Discretion in style of dress and behavior is essential to the efficient operation of the Organization. Employees are, therefore, required to dress in appropriate attire and to behave in a professional manner. Employees should use judgment in their choice of work clothes and should remember to conduct themselves at all times in a way that best represents themselves and the Organization.

Employees are also required to keep their work environments clean and orderly. Employees failing to adhere to proper Organization standards with respect to appearance and demeanor are subject to disciplinary action up to and including discharge.

Attendance and Punctuality

Regular attendance and punctuality are very important. Employees are expected to begin and end work on schedule. The Organization recognizes that circumstances beyond an employee's control may cause them to be absent from or late to work. If you are going to be late or absent, you must call your supervisor to notify them of the reason for your tardiness or absence. It is unacceptable to notify any other employee. When you report to work, check in with your

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supervisor first. If you are absent and therefore unable to perform your duties regularly, you place an extra burden on your fellow workers and reduce efficiency.

Excessive absenteeism or tardiness in connection with scheduled work times, breaks, and meal periods will result in disciplinary action up to and including discharge.

Should an employee be unable to report to work due to illness, the employee must notify their supervisor within one hour of the employee's starting time each day of the absence. Failure to properly notify the Organization will result in an unexcused absence.

If an employee is absent more than two consecutive workdays, a statement from a physician may be required before the employee is permitted to return to work. Employees who are absent from work for five consecutive days without giving proper notice to the Organization will be considered to have voluntarily resigned.

Guidelines for Appropriate Conduct

The Organization expects all employees to conduct themselves in a professional manner, reflecting positively on the Organization, the staff, and customers. The following are some examples of prohibited conduct:

- Falsifying employment eligibility or other employment on Organization records
- Soliciting or accepting gratuities from members or donors, etc.
- Excessive absenteeism or tardiness
- Excessive, unnecessary, or unauthorized use of Organization supplies, particularly for personal purposes
- Reporting to work intoxicated or under the influence of non-prescribed drugs, and the illegal manufacture, possession, use, sale, distribution, or transportation of drugs
- Bringing or using alcoholic beverages on Organization property or using alcoholic beverages while engaged in Organization business off Organization premises, except where authorized
- Fighting or using obscene, abusive, or threatening language or gestures
- Theft of property from coworkers or customers of the Organization
- Unauthorized possession of firearms on Organization premises or while on Organization business
- Disregarding safety or security regulations
- Insubordination
- Dishonesty
- Failing to maintain the confidentiality of Organization, customer, or client information
- Misuse of Organization equipment, e-mail or the Internet for non-job-related purposes

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The above are only examples of common-sense rules which experience has shown to be both necessary and most effective in maintaining sound working relationships. They are only typical of cases which in the Organization's sole discretion can result in disciplinary action ranging from verbal warning to discharge and are not to be construed as limiting or restricting disciplinary action to only the specific cases listed.

Grievance Policy

Although the Organization seeks to provide a workplace in which all employees feel that they are an important part of the Organization, and where employees feel fairly treated, there may be times when employees have a dispute with a supervisor or the Organization which can best be resolved through a formal procedure for dispute resolution. If an employee desires to resolve a dispute with the Organization, it may choose the following procedure.

Please note that this Grievance Policy does not apply to reports of harassment, discrimination, violence, bullying, or actual or suspected violations of the law. Employees with concerns regarding these matters are directed to that policy within this handbook for guidance on how to proceed with any such issues.

Further, this Grievance Policy does not alter the employee's at-will employment status and the Organization reserves the right to make the final decision regarding the dispute, including any disciplinary action that may be warranted under the Organization's policies. Further, the Organization reserves the right to modify this procedure at any time and nothing in this procedure should be construed to constitute a contract between the employee and the Organization or to constitute any part of a contract between the employee and the Organization.

A grievance is a complaint by an employee concerning any matter related to the employee's employment with the Organization. All grievances must be in writing, signed and dated by the employee, and submitted to the employee's immediate supervisor or the Executive Director. The employee must state clearly and concisely all the known facts related to the grievance, including "who, what, where, when and the why." Clearly explain why the employee disagrees with any act or omission that forms the basis for the grievance. The employee must also explain what remedy is being requesting.

Once the grievance is submitted the Organization will respond in writing within ten (10) days following receipt of the grievance. Upon receipt of the Organization's response, if unsatisfied, the employee may schedule a meeting with the Organization to involve the employee's supervisor and/or the Executive Director as appropriate. At the conclusion of the meeting the Organization will take any information received under advisement and then make a final decision on the grievance within five (5) days following the meeting.

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Employment Resignation

Employees that desire to voluntarily resign their employment with the Organization are encouraged to provide the Organization with at least a two-week advance notice of the intended resignation date.

Smoking

Smoking or other use of tobacco products (including, but not limited to, cigarettes, pipes, cigars, snuff, or chewing tobacco) is not permitted in any Organization building or in vehicles owned, leased, or rented by the Organization. Employees may smoke in designated areas only.

Confidentiality

Any information concerning the business affairs of the Organization, its suppliers, customers, employees, or personnel associated with the Organization is confidential and restricted. Employees may not reveal any information except under the direction of their supervisor or with the supervisor's approval. Questions concerning this policy, including what constitutes confidential information, should be referred to the employee's supervisor.

Further, the Organization expects that any knowledge, techniques, written materials, and other information relative to the Organization's business developed during employment remain the property of the Organization. Violation of this provision may result in disciplinary action up to and including discharge.

Safety

The Organization makes every reasonable effort to ensure a safe working environment and expects all employees to be safety conscious. Employees should report any unsafe or hazardous conditions directly to their supervisor immediately. Every effort will be made to remedy problems as soon as possible. In case of an accident involving a personal injury, regardless of how serious, an employee should notify any member of management immediately.

Vehicle Use

Whenever an employee is driving a vehicle for work purposes, as part of the employee's job duties, or on behalf of the Organization, either in the employee's own vehicle or any vehicle the Organization owns, the following rules apply:

- The employee must have a valid driver's license
- The employee must maintain insurance on the vehicle in an amount recommended by the employee's insurance agent
- Provide the Organization with a copy of the declarations page of any vehicle insurance policy each time the policy renews

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- Keep the vehicle clean inside and out. The windshield also must be kept clean. The floor of the vehicle must be clean and free of obstructions
- The driver and all passengers must wear seat belts
- Obey all traffic laws, maintain proper distance between cars, etc. Do not under any circumstances attempt to keep a specific time of arrival promise by breaking traffic laws, or by driving in an unsafe manner
- Drive defensively
- Do not allow an unauthorized person to be a passenger in or to drive either the organization's vehicle or your own vehicle while being used on organization business
- Do not operate the vehicle while under the influence of alcohol or drugs or in violation of the Organization's mobile cell phone while driving policy
- Do not operate the vehicle in a negligent or improper manner or in violation of any law, rule, or regulation

Mobile Phone Use while Driving

Employees should be aware that the Organization does not promote the use of mobile phones while operating a vehicle. Safety must come before all concerns; under no circumstances should employees place themselves or others at risk to fulfill business needs.

Employees whose job responsibilities include driving, and who may use a mobile phone for business purposes, are expected to refrain from using their mobile phone while driving. Employees should plan calls to allow placement either prior to driving or while on rest breaks. Employees are expected to pull off the road and into a public parking location and safely stop their vehicle before placing or accepting calls. If acceptance of a call while driving is unavoidable, and pulling over is not an option, employees are expected to keep the call short and use a hands-free device, so that their eyes remain focused on the road, and both hands remain on the steering wheel, at all times.

Employees will be solely responsible for any traffic violations resulting from the use of a phone while driving.

Employees also should be aware that conversations over mobile phones are not necessarily confidential; it is possible that outside parties could tap into those conversations. If you need to communicate about a highly confidential matter, please try to use a more secure method of communication.

Violations of this policy will be subject to discipline, up to and including termination.

Organization Equipment

Employees are responsible for the proper use, protection, and maintenance of all equipment and other property furnished or made available to them by the Organization. Unauthorized or abusive use of such property is prohibited.

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Violation of this provision may result in disciplinary action up to and including discharge.

Social Media

The Organization understands that employees use social media as a fun and rewarding way to share their life and opinions with family, friends, and co-workers around the world. However, use of social media also presents certain risks and carries certain responsibilities. To assist employees in making responsible decisions about your use of social media, the Organization has established these guidelines for appropriate use of social media.

In the rapidly expanding world of electronic communication, social media can mean many things. Social media includes all means of communicating or posting information or content of any sort on the Internet, including to your own or someone else's web log or blog, journal or diary, personal web site, social networking or affinity web site, web bulletin board or a chat room, whether or not associated or affiliated with the Organization, as well as any other form of electronic communication.

The same principles and guidelines found in the Organization's policies apply to activities online. Ultimately, employees are solely responsible for what they post online. Before creating online content, employees should consider some of the risks and rewards that are involved. Keep in mind that any conduct that adversely affects job performance, the performance of fellow employees or otherwise adversely affects members, customers, suppliers, people who work on behalf of the Organization or the Organization's legitimate business interests may result in disciplinary action up to and including termination.

Know and follow the rules. Carefully read these guidelines and the Organization's Discrimination & Harassment Policy, and be sure postings are consistent with these policies. Inappropriate postings that may include discriminatory remarks, harassment, and threats of violence or similar inappropriate or unlawful conduct will not be tolerated and may subject employees to disciplinary action up to and including termination.

Be respectful. Always be fair and courteous to fellow employees, staff, members, suppliers, or people who work on behalf of the Organization. Employees should keep in mind that they are more likely to resolve work related complaints by speaking directly with co-workers or by utilizing our reporting policies than by posting complaints to a social media outlet.

Nevertheless, if an employee decides to post complaints or criticism, he or she must avoid using statements, photographs, video or audio that reasonably could be viewed as malicious, obscene, threatening or intimidating, that disparage customers, members, employees, or suppliers, or that might constitute harassment or bullying. Examples of such conduct might include offensive posts meant to intentionally harm someone's reputation or posts that could contribute to a hostile work environment on the basis of race, sex, disability, religion, or any other status protected by law or the Organization policy.

Be honest and accurate. Employees should make sure they are always honest and accurate when posting information or news, and if an employee makes a mistake, it should be corrected quickly. Employees should be open about any previous posts they have altered. Remember that the Internet archives almost everything; therefore, even deleted postings can be searched.

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Never post any information or rumors that are known to be false about the Organization, fellow employees, members, customers, suppliers, people working on behalf of the Organization or competitors. Post only appropriate and respectful content.

Express only your personal opinions. Employees should never represent themselves as a spokesperson for the Organization. If the Organization is a subject of the content being creating, employees should be clear and open about the fact that they are an employee and make it clear that their views do not represent those of the Organization, fellow employees, members, customers, suppliers, or people working on behalf of the Organization. If employees publish a blog or post online related to the work they do or subjects associated with the Organization, employees must make it clear that they are not speaking on behalf of the Organization. It is best to include a disclaimer such as "The postings on this site are my own and do not necessarily reflect the views of the Organization."

Using social media at work. Refrain from using social media while on work time or on equipment we provide unless it is work-related as authorized by a manager or consistent with the Organization policy.

Retaliation is prohibited. the Organization prohibits taking negative action against any employee for reporting a possible deviation from this policy or for cooperating in an investigation. Any employee who retaliates against another employee for reporting a possible deviation from this policy or for cooperating in an investigation will be subject to disciplinary action, up to and including termination.

Media contacts. Employees should not speak to the media on the Organization's behalf without contacting the Executive Director. All media inquiries should be directed to them.

DRAFT

The East Isles Residents' Association, Inc.

Whistleblower Policy

I. Purpose

The Organization, state and federal law require all of Organization's directors, officers, and employees to observe high standards of business and personal ethics in the conduct of their duties and responsibilities. All employees and representatives of the Organization must practice honesty and integrity in fulfilling their responsibilities and comply with the laws.

Therefore, the Organization will investigate complaints of suspected fraudulent or dishonest use or misuse of its resources or property by staff, board members, consultants, volunteers, or members. To maintain the highest standards of service, the Organization will also investigate complaints concerning its programs and services.

This policy supplements, and does not replace, any procedures required by law, regulation, or funding source requirements.

II. Reporting Responsibility

This Whistleblower Policy is intended to encourage and enable employees and others to raise serious concerns internally so that the Organization can address and correct inappropriate conduct and actions appropriately.

It is the responsibility of all board members, officers, employees, members, and volunteers to report concerns about violations of the Organization's Conflicts of Interest Policy, code of conduct or suspected violations of law or regulations that govern the Organization's financial operations.

III. No Retaliation

An employee, director or officer who retaliates against someone who has reported a violation in good faith is subject to discipline up to and including termination of employment or removal from position.

IV. Designated Compliance Officer

The Organization's Executive Director, Treasurer, or another individual designated by the Board's will serve as Compliance Officer and is responsible for ensuring that all complaints about unethical or illegal conduct are investigated and resolved.

The Compliance Officer will advise the Executive Director and/or the Board of Directors of all complaints and their resolution. They will also report at least annually to the Board on compliance activity relating to accounting or alleged financial improprieties.

The Compliance Officer may be a third party designated by the organization to receive, investigate, and respond to complaints or a particular complaint.

V. Reporting Procedure

The Organization has an open-door policy and suggests that employees share their questions, concerns, suggestions, or complaints with their supervisor. If you are not comfortable speaking with your supervisor or you are not satisfied with your supervisor's response, you are encouraged to speak with the Executive Director or any board member.

VI. Confidentiality

Violations or suspected violations may be submitted anonymously or confidentially by the complainant. Reports of violations or suspected violations will be kept confidential to the extent possible, consistent with the need to conduct an adequate investigation.

VII. Accounting and Auditing Matters

The Organizations Compliance Officer will immediately notify the Board or Finance Committee of any concerns or complaint regarding corporate accounting practices, internal controls or auditing and work with the appropriate body or committee until the matter is resolved.

VIII. Acting in Good Faith

Anyone filing a written complaint concerning a violation or suspected violation must be acting in good faith and have reasonable grounds for believing the information disclosed indicates a violation. Any allegations that prove not to be substantiated and which prove to have been made maliciously or knowingly to be false will be viewed as a serious disciplinary offense.

IX. Handling of Reported Violations

The Organization's Compliance Officer will notify the person who submitted a complaint and acknowledge receipt of the reported violation or suspected violation. All reports will be promptly investigated, and appropriate corrective action will be taken if warranted by the investigation.

CERTIFICATION

This policy was approved by the Board of Directors of the Organization on December 14, 2021.

Helene Barhaugh, Secretary

The East Isles Residents' Association, Inc.

ADA Policy

I. Purpose

The Americans with Disabilities Act (ADA) and the Americans with Disabilities Amendments Act (ADAAA) (Collectively referred to as ADA) are federal laws that require employers with 15 or more employees to not discriminate against applicants and individuals with disabilities and, when needed, to provide reasonable accommodations to applicants and employees who are qualified for a job, with or without reasonable accommodations, so that they may perform the essential job duties of the position.

The ADA / ADAAA also may require accommodation to our members or program participants.

These laws may not typically apply to the Organization due to employer size. However, acceptance of City of Minneapolis grants requires some level of compliance with these regulations and provides grant funding for this compliance.

The Organization will provide for the participation of (and meaningfully engage with) all segments of the neighborhood population the Organization serves, including, but not limited to, homeowners, renters, property owners, business owners, people with disabilities, immigrants, non-English speakers, low-income residents, people of color and others who participate in Organizational programs.

Therefore, it is the Organization's policy to comply with this requirement and conduct itself as an Equal Opportunity Employer (consistent with the Organization's EEO Policy).

The Organization does not discriminate against qualified individuals with disabilities in regard to application procedures, hiring, advancement, discharge, compensation, training or other terms, conditions, and privileges of employment or with regard to program, activity or event participation.

II. Terms Used in This Policy

As used in this ADA policy, the following terms have the indicated meaning:

1. **Disability:** A physical or mental impairment that substantially limits one or more major life activities of the individual, a record of the impairment, or being regarded as having the impairment.
2. **Major life activities:** Term includes caring for oneself, performing manual tasks, seeing, hearing, eating, sleeping, walking, standing, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, communicating, and working.

3. **Major bodily functions:** Term includes physical or mental impairment such as any physiological disorder or condition, cosmetic disfigurement or anatomical loss affecting one or more body systems, such as neurological, musculoskeletal, special sense organs, respiratory (including speech organs), cardiovascular, reproductive, digestive, genitourinary, immune, circulatory, hemic, lymphatic, skin, and endocrine. Also covered are any mental or psychological disorders, such as intellectual disability, organic brain syndrome, emotional or mental illness and specific learning disabilities.
4. **Substantially limiting:** In accordance with the ADAAA final regulations, the determination of whether an impairment substantially limits a major life activity requires an individualized assessment, and an impairment that is episodic or in remission may also meet the definition of disability if it would substantially limit a major life activity when active. Some examples of these types of impairments may include epilepsy, hypertension, asthma, diabetes, major depressive disorder, bipolar disorder, and schizophrenia. An impairment, such as cancer that is in remission but that may possibly return in a substantially limiting form, is also considered a disability under EEOC final ADAAA regulations.
5. **Direct threat:** A significant risk to the health, safety, or well-being of individuals with disabilities or others when this risk cannot be eliminated by reasonable accommodation.
6. **Qualified individual:** An individual who, with or without reasonable accommodation, can perform the essential functions of the employment position that the individual holds or desires.
7. **Reasonable accommodation:** Includes any changes to the work environment and may include making existing facilities readily accessible to and usable by individuals with disabilities, job restructuring, part-time or modified work schedules, telecommuting, reassignment to a vacant position, acquisition or modification of equipment or devices, appropriate adjustment or modifications of examinations, training materials or policies, the provision of qualified readers or interpreters, and other similar accommodations for individuals with disabilities.
8. **Undue hardship:** An action requiring significant difficulty or expense by the employer / program provider. In determining whether an accommodation would impose an undue hardship on a covered entity, factors to be considered include:
 - a. The nature and cost of the accommodation.
 - b. The overall financial resources of the facility or facilities involved in the provision of the reasonable accommodation, the number of persons employed at the facility, the effect on expenses and resources, or the impact of the accommodation on the operation of the facility.
 - c. The overall financial resources of the employer; the size, number, type, and location of facilities.

- d. The type of operations of the Organization, including the composition, structure, and functions of the workforce; administrative or fiscal relationship of the particular facility involved in making the accommodation to the employer.
9. **Essential functions fo the job:** Term refers to those job activities that are determined by the employer to be essential or core to performing the job; these functions cannot be modified.

The examples provided in the above terms are not all-inclusive. They are not the only conditions that are considered to be disabilities, impairments or reasonable accommodations covered by the ADA/ADAAA policy.

III. Employer – Employee ADA Practices

A. Accommodation Procedures

When an individual with a disability requests accommodation and can be reasonably accommodated without creating an undue hardship or causing a direct threat to workplace safety, they will be given the same consideration for employment as any other applicant.

The Organization, through its board, or delegated staff with authority, is responsible for implementing this policy, including the resolution of reasonable accommodation, safety/direct threat, and undue hardship issues.

1. **Reasonable accommodation.** The Organization will reasonably accommodate qualified individuals with a documented disability so that they can perform the essential functions of a job unless doing so causes a direct threat to these individuals or others in the workplace and the threat cannot be eliminated by reasonable accommodation or if the accommodation creates an undue hardship to the Organization. Questions or requests for accommodation are handled under the Organization's Personnel Policy & Procedures.
2. **Safety standards.**
 - a. Applicants who pose a direct threat to the health, safety and well-being of themselves or others in the workplace when the threat cannot be eliminated by reasonable accommodation will not be hired.
 - b. Employees are required to comply with the Organization's safety standards. Current employees who pose a direct threat to the health or safety of themselves or other individuals in the workplace will be placed on leave until an organizational decision has been made in regard to the employee's immediate employment situation.
3. **Illegal drugs.** Individuals who are currently using illegal drugs are excluded from coverage under the Organization's ADA policy.

IV. Program Delivery ADA Procedures

A. Modification

The Organization makes efforts to implement reasonable modifications to program delivery to ensure people with disabilities have meaningful access and equal opportunities to enjoy Organizational programs, events, and activities.

"Meaningful access" means that a person:

- Is given adequate information
- Can understand the programs, activities, and events available to them
- Can participate in programs, activities, and events they are eligible for
- Can communicate to the organization when member input is needed

1. Physical Access

Meetings and events of the organization will be held in public locations that are wheelchair accessible, and reasonable accommodations will be made available upon request.

A wheelchair accessible location will include accessible parking, and an accessible entrance with no step, or an available ramp or elevator. An accessible route to the meeting or event must be at least three feet wide.

2. Effective Communication

The Organization is committed to communication with all residents and program participants. Providing access to limited-English and non-English speaking individuals is covered by the Language Access Policy.

a. Written Materials

The Organization will follow its Language Access Policy and routinely consider when producing written materials whether or how the written content should or can be made more accessible to limited-English or non-English speaking individuals.

b. Auxiliary Aids

Upon request, the Organization may be able to provide auxiliary aids and services to ensure effective communication if funding is available. The Organization encourages people with disabilities who want to participate in Organizational programs, events or activities to make an advance request for auxiliary aids and services. These can include:

- Real time captioning
- Readers
- Live audio description

- Assistive listening devices
- Braille
- Large print
- Qualified language interpreters, including those in the primary language groups in Minneapolis such as:
 - Sign language
 - Spanish
 - Hmong
 - Amharic
 - Vietnamese
 - Lao
 - Oromo

In its efforts to ensure equal access, the Organization will seek to utilize readily available Accommodations Checklists like those provided by the City of Minneapolis (or others) to ensure that people with disabilities have fair and equal access to information at Organizational meetings, events and activities.

(See, <https://www2.minneapolismn.gov/media/content-assets/documents/departments/Accommodations-Checklist.pdf>)

3. Taking Requests for Assistance

Any qualified person may request an accommodation, such as a language interpreter, by contacting the Organization at least five days in advance. The Organization will seek to provide the most effective available accommodations (which will provide the individual with the opportunity to participate equally or provide equal benefits or privileges as a non-disabled person) with the understanding that the accommodation does not have to be the best available or the accommodation preferred by the disabled individual.

4. Notification

The following notification will be placed in all Organizational meeting and event notices:

The Organization invites and encourages participation by all. If you require an accommodation in order for you to fully participate, or if you require this document in a different format, please let us know at least 5 days in advance by contacting us at 612-293-0894 or through Minnesota Relay Services at 1-800-627-3529 or by dialing 7-1-1.

(resource: <http://mn.gov/commerce/consumers/Minnesota-Relay-Users/Make-Receive-Calls.jsp>)

B. Program Participant Grievance Procedure

The Organization is committed to making the programs, information, and activities which are open to the public available to everyone, regardless of language barriers or disabilities. If a person with a disability is unable to access a program, information or activities, then they are encouraged to contact the Neighborhood Coordinator who is the ADA Coordinator. The ADA Coordinator will work with the individual to discuss the issue and explore options for improving access to the program, information or activity.

The contact information for the ADA Coordinator will be published on the Organization's website as follows:

ADA Questions or Complaints may be filed by calling the office at (612) 293-0894, or by email at info@eastisles.org

CERTIFICATION

This policy was approved by the Board of Directors of the Organization on December 14, 2021.

Helene Barhaugh, Secretary

The East Isles Residents' Association, Inc.

Member Grievance Policy

I. Purpose

This policy's purpose is to provide a process for the good faith review member complaints, promoting the resolution of disputes, and protecting the integrity and openness of the Organizational community.

Conflict, while often avoided, is not necessarily bad. In fact, conflict can encourage diversity of viewpoints, provide valuable feedback, or clear a path for change, when needed.

This policy is intended to create a neutral process. It is not intended to become a vehicle for obstructing the Organization's process or mission work. The Organization will take steps to prevent this policy from being used to harass or intimidate any person, group, or agency.

II. Eligibility

This policy covers grievances of the voting members of the organization. It does not apply to personnel (i.e., employees, board members, or independent contractors). Personnel grievances are governed by personnel policies. This policy does not create any legal rights for any person(s). The general public may submit comments through the Organization's regular communication channels and online contact form at any time.

A. Qualification Criteria

Those who fulfill all of the following criteria may file a grievance:

1. The person(s) filing the grievance is the affected party ("Grievant").
2. The Grievant was 18 years of age by the date the action occurred.
3. Grievant is a voting member and was materially affected by the actions in question.

B. Subject Matter Criteria

Complaints that may become recognized as grievances fulfill all of the following criteria:

1. The complaint is directed at an Organizational process or the actions of the Organization (or of persons acting on behalf of the neighborhood in their official capacity representing the Organization).
2. The complaint alleges a violation of a specific rule, regulation, policy, or principle directly pertaining to the neighborhood's process.

3. The actions in question have occurred, commenced, or became known to the Grievant within the last 90 calendar days prior to filing.

Complaints outside of these criteria or this policy (for example, legal claims or violations like defamation, harassment, or discrimination) are not eligible under this policy and must be addressed through other methods.

III. Filing Procedure

A grievance is initiated by submitting an online grievance form or written notice of the grievance to the President.

The grievance must identify all of the following:

1. The full name, complete home address, complete work address, daytime phone number, evening phone number, and member status as of the date of filing for each named Grievant, along with their signature.
2. A description of the actions that are the subject of the complaint and the specific rule, regulation, policy, or principle which directly relates to the neighborhood's process that is alleged to have been violated.
3. The date the actions occurred or commenced, and, if known, the full names and addresses of the persons or organizations responsible for the actions as well as their neighborhood member status or role in the neighborhood's process.
4. All supporting documentation substantiating the complaint.
5. Any proposed solution or suggested change.

Grievants who submit a grievance form as outlined above agree to follow the procedures set out in this policy and to accept the decision of the Board as final.

IV. Grievance Handling Procedure

Within seven days of receipt, the Organizational recipient will forward a copy of the grievance to the Board President, or Board Vice President; and any identified persons listed in the grievance form.

The Board of Directors (or a committee or task force of the board appointed for this purpose) will take the grievance under advisement to review and resolve the complaint, if possible. The Board will seek legal advice or other professional advice as needed and will otherwise execute its fiduciary duties in pursuit of a resolution to the complaint.

The Board of Directors (or its designated committee) will address the grievance either with written correspondence to the Grievant regarding the outcome or with board action at a meeting held within 90 days of receipt of the grievance.

CERTIFICATION

This policy was approved by the Board of Directors of the Organization on December 14, 2021.

Helene Barhaugh, Secretary

The East Isles Residents' Association, Inc.

Equal Opportunity Policy & Affirmative Action Plan

I. Policies

The Organization provides equal opportunity to all employees and applicants for employment as required by state, federal and local Equal Opportunity Affirmative Action laws, including the Minneapolis Civil Rights Ordinances.

The Organization "will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, sexual orientation, gender identity, disability, age, marital status, familial status, or status with regard to a public assistance program" as required by City Ordinances.

The Organization provides reasonable accommodation to applicants and employees with disabilities in compliance with the Organization's ADA Policy, as applicable.

The Organization will take steps to ensure that all employment practices are free of discrimination. This includes in hiring, promotions, demotions, transfers, recruitment or recruitment advertising, layoffs, terminations, rates of pay or other forms of compensation, and selection for training.

II. Program Implementation

The Organization will commit the time and resources necessary to achieve the goals of this Equal Employment Opportunity Policy & Affirmative Action Program in the following ways. It will:

- Recruit, hire, and place applicants on the basis of the applicant's knowledge, skills, and abilities.
- List minimum qualifications in all job descriptions and promote equal employment opportunities for women, minorities and the disabled.
- Make applicant employment decisions based solely on the individual's qualifications for the particular position and other required job skills.
- Evaluate the performance of management personnel on their involvement in achieving these Affirmative Action objectives in addition to other established review criteria.
- Hold employees accountable for performing job duties in a way that supports equal employment opportunity for all.
- Pass through the requirements of City Ordinance §139.50 to any subcontractors and vendors as required by the Ordinance.

- Delegate authority to the Neighborhood Coordinator to act as the EEO Manager. The EEO Manager monitors all EEO activities and reports on the effectiveness of this program to the Board of Directors who receives and reviews the progress reports.
- Make all reports available to employees or applicants for inspection during normal business hours who request them from the EEO Manager or any Board member.

III. Violations

If any employee or applicant for employment believes they have been treated in a way that violates this policy, they should contact either EEO Manager above or any other representative of management, including a member of the Board of Directors.

Responsible parties will investigate allegations of discrimination or harassment as confidentially and promptly as possible, and the Organization will take appropriate action in response to these investigations.

CERTIFICATION

This policy was approved by the Board of Directors of the Organization on December 14, 2021.

Helene Barhaugh, Secretary

The East Isles Residents' Association, Inc.

Language Access Policy

I. Policy Statement

The Organization will take reasonable steps to ensure that persons with Limited English Proficiency (LEP) have meaningful access and an equal opportunity to participate in our services, activities, programs, and other benefits.

The policy of the Organization is to ensure meaningful communication with LEP persons who are eligible voting members with respect to their participation with the Organization.

The policy also provides for communication of information contained in those documents which are essential to voting member participation and engagement.

All interpreters, translators and other aids needed to comply with this policy will be provided to LEP persons without cost to the LEP person. Members will be informed of the availability of no cost language assistance

II. Purpose

The purpose of this policy is to substantially comply with City of Minneapolis grant requirements which pass through state or federal legal requirements that might not otherwise apply to this Organization. (i.e., Title VI of the Civil Rights Act of 1964 and the Americans with Disabilities Act, etc.). This policy establishes guidelines for providing language accessible services to individuals that are Limited English Proficient or Deaf or Hard of Hearing so that these individuals can access grant funded programs of the Organization.

III. Budget

The Organization will implement this policy to the extent that the law or grant program requires and so long as funds are available.

IV. Language Assistance Procedures

A. Language Assistance Procedure in two forms:

1. The LEP person (or their representative or companion) makes a direct request.
2. Staff (or volunteers, etc.) conduct an assessment, and determine assistance is needed.

The following are guidelines about staff assessments:

- a. Staff (or volunteers, etc.) at the initial point of contact will conduct an assessment for the need for language assistance and notify the individual(s) of the right to an interpreter at no cost. Staff members who have subsequent contact will continue to assess the need for language assistance.
- b. To assess the need for language assessment, staff should ask open ended questions, and avoid asking questions that would allow for yes or no responses. For example, ask: "how can I help?" instead of "do you need help?"
- c. The LEP person may speak more than one language. Or, they may have limited proficiency in a secondary language. Staff will identify the primary language of the LEP person, and work to provide language assistance in the primary language of the individual.
- d. A Deaf person may also be limited English proficient and also not be proficient in American Sign Language. Staff will work to identify the primary language of the Deaf person and provide language assistance in the primary language of the individual.

B. How to determine the primary language:

1. Advance requests: After receiving a request for planned interpreter services at least one week in advance, or a request for document translation services at least two weeks in advance, the Organization will contract with an interpretation or translation service provider.
2. Immediate requests: For immediate interpretation service needs, bilingual staff or an LEP person's volunteer may be utilized if available.
3. Additional resources: Staff may also reach out to City of Minneapolis, Neighborhood Community Relations department which has community specialists who speak Spanish, Somali, Lao and Hmong. The City also maintains several phone lines to support non-English-speakers and those who are deaf or hard of hearing.

Spanish Line: 612-673-2700
Somali Line: 612-673-3500
Hmong Line: 612-673-2800
TTY Line: 612-263-6850
4. Recurring requests: For frequent contact with individuals who speak limited or no English, staff may contact the NCR Access and Outreach Manager at 612-673-3737 to discuss how best to handle translation needs on a recurring or regular basis (i.e. in the case of a board member or committee member who requires routine translation services).

V. Interpreter and Translation Policy

The Organization will:

1. Provide timely interpreter or document translation services wherever possible. LEP requests for interpretation translation services must be made at least one week in

advance of the date the service is needed. LEP requests for document translation services must be made at least two weeks in advance.

2. Utilize trained professional interpreters and translators who are culturally competent and adhere to a code of ethics and professional practice standards (i.e. the American Translators Association Code of Ethics and Professional Practice).
3. Allow LEP persons to use their own adult volunteer to interpret or translate in their own language. The Organization will, however, never require members to provide their own volunteer. Minor children may not serve as interpreters absent emergency circumstances.
4. As a standard practice, the Organization will provide a translation of meeting notices published to the general public, this includes a call for board member applications.
5. Upon specific request, the Organization will provide a translated document or interpreter service for the following vital documents: annual financial statements; articles and bylaws; accounting records; the final approved meeting minutes of its board, committees, and task forces for the last six years; and any other documents as determined by the Board of Directors to be vital from time to time.

VI. Definitions

1. Limited English Proficient (LEP) person means any individual whose primary language is not English, and has limited or no ability to speak, understand, read, or write English.
2. Interpretation is the process of orally rendering a spoken or signed communication from one language into another language.
3. Primary language means the language that an individual communicates most effectively in.
4. Translation is converting written text from one language into written text in another language. 'Translation' is often misused to mean interpretation, but it is a written medium.
5. A qualified interpreter or translator is a trained professional who is a neutral third party with the requisite language skills, experienced in interpretation or translation techniques, and knowledgeable in specialized content areas and technical terminology in order to effectively facilitate communication between two or more parties who do not share a common language.
6. Vital Documents are any materials that are essential to an individual's ability to access services provided by the organization, exercise their voting member rights or that are required by law.

III. Biennial Monitoring

The Organization will conduct a biennial review of language use by the community and the needs of the member population. The Organization may rely on available Census data, Municipal data or other recognizes sources in determining what the primary language groups are in the stakeholder community.

In addition, the Organization assess the efficacy of these procedures in a biennial basis. This assessment includes but is not limited to how the Organization secures interpreter services, any equipment used for the delivery of language assistance, any complaints to the Organization filed by LEP persons, feedback from members or partner community organizations, etc.

CERTIFICATION

This policy was approved by the Board of Directors of the Organization on December 14, 2021.

Helene Barhaugh, Secretary

INDEPENDENT CONTRACTOR AGREEMENT no. 2022C-01 between The East Isles Residents' Association, Inc. and Jenna Egan

This Agreement ("Agreement"), entered into with an effective date of January 1, 2022 between Jenna Egan ("You""Yours"), an Independent Contractor, and The East Isles Residents' Association, Inc. ("Organization""Our""Us""We"), a Minnesota nonprofit corporation, is for the provision of services by You to Us under the following terms:

1. **Term.** The period of performance is from January 1, 2022 through December 31, 2022, unless terminated earlier.
2. **Scope of Work.** The Scope of Work to be performed by You for Us is attached to this Agreement as Exhibit A and incorporated in the Agreement by this reference.
3. **Compensation.** As consideration for performing work and providing services We agree to pay You in the manner outlined in the Scope of Work and under the terms of this Agreement.
4. **Method of Payment.** Payments will be made to You only after receipt of an invoice; and, any documentation required under the Agreement.
 - a. **Eligibility.** Eligible expenses include any allowable expenses, incurred during the performance period, which are approved by Us or consistent with the Scope of Work.
 - b. **Frequency.** Payments will be processed no more frequently than monthly.
 - c. **Documentation.**
 - i. Invoices must include a brief description of services provided.
 - ii. Allowable expenses (if any) must be substantiated with receipts.
 - iii. You agree to also submit any other documents We request that may be necessary to comply with Generally Accepted Accounting Practices, our funders requirements or state / federal law.
 - iv. Invoices and supporting documentation must be submitted to:

Andrew Degerstrom, Treasurer
andrew@eastisles.org

We may provide updated information for payment processing from time to time and will do so via written notice (i.e.: email).

5. **Preliminary Requirements.** You agree to submit a completed and signed IRS Form W-9 (or equivalent), as appropriate. Payments may be withheld until that documentation is provided.
6. **Performance of Work & Services.**
 - a. Both parties agree that You have full control over the manner and means through which services will be performed, subject to meeting the standards defined in the Scope of Work.
 - b. You warrant that no other agreement is violated by performing these services.
 - c. You agree that services not meeting the standards will be corrected.
 - d. You warrant that no laws will be violated in performing any services.
 - e. You guarantee that you are competent to carry out the services which you have undertaken in this contract. Any material misrepresentation will lead to immediate termination of this Agreement.
7. **Independent Contractor.** This Agreement does not render You an employee, partner, agent of, or joint venturer with Us for any purpose. You are and will remain an independent contractor in relationship to Us. We are not responsible for withholding taxes with respect to Your compensation. You will have no claim against Us for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee related benefits of any kind.
 - a. **Insurance.** You will not be eligible for claims on Our insurance policies.
 - b. **Tools & Equipment.** You will supply all equipment or tools or instruments needed to perform the services under this agreement except as occasionally required.
 - c. **Non-exclusivity.** Your relationship to Us is non-exclusive and You are free to engage in other work for other entities.
 - d. **Assistants.** If You employ assistants to perform services described in the Scope of Work, then all provisions in this Agreement will be binding on Your assistants. Any payments to Your assistants must be paid by You. We agree that all directives or instructions to assistants will be communicated through You.
 - e. **No Agency.** You and your officers, directors, employees, or volunteers, if any, will not represent to others that You are a legal agent or employee of Ours.
8. **Insurance.** As agreed above You acknowledge that You will not benefit from Our insurance coverages. You acknowledge that You may need to obtain Your own insurance coverages to protect from liabilities that might arise out of the performance

of the work under this Agreement by You, Your agents, representatives, employees or subcontractors, and You are free to purchase insurance. Failure to carry adequate insurance will not relieve You of Your legal obligations to Us.

9. **Copyright & Intellectual Property.** The parties expressly agree that any work commissioned by Us which creates tangible or intangible property as a result of this Agreement is a work made for hire and that all copyrights vest in Us. The parties expressly agree that all ideas, know-how, data (including any study results), and other intellectual property generated by Us or commissioned by Us through this Agreement will be Our sole and exclusive property.
10. **Confidentiality.** During our work together You may have access to Our private or confidential information. This information may include records, processes and specifications owned / licensed or used by Us in the operation of Our business. Things like Our processes, procedures, policies, methods, lists (of members, donors, vendors, customers, etc.) (collectively "Confidential Information"). You and Your agents and employees will:
 - a. Use a reasonable degree of care to protect all Confidential Information, not less than the same degree of care which You use to protect your own; and,
 - b. Get Our prior written approval before copying, publishing, or disclosing Confidential Information to others, and You won't authorize anyone else to copy, publish, or disclose it to others, without Our prior written approval; and,
 - c. Apply this standard to any press releases or disclosures to other media outlets; and,
 - d. Only make use of Confidential Information for the purpose of performing Your work under this Agreement; and,
 - e. Agree to return any Confidential Information to Us whenever We request.
11. **Non-Solicitation.** You agree not to solicit any business from Our fee-for-service customers (if any) during the Term.
12. **Liability.** To the extent provided by law, each party is liable for its own acts (including the acts of its officers, directors, employees, and volunteers – if any). In the event of any Claims arising out of the negligence of both You and Us, each party is responsible (including reasonable attorney's fees and costs) based upon its proportionate share of negligence.
13. **Authorized Representatives.**

The Organization's authorized representative:

Name: Emma Erdahl

Title: President

Address: 2801 Hennepin Ave S, PMB 294, Minneapolis, MN 55408
Phone: (612) 716-6715
Email: erdahle14@gmail.com

Independent Contractor's representative:

Name: Jenna Egan
Title: Sole Proprietor
Address: 3513 Dupont Ave S #109, Minneapolis, MN 55408
Phone: (612) 703-7078
Email: jennaegan@live.com

We may provide updated information for Our authorized representative from time to time and will do so via written notice (i.e.: email).

14. **Trademark & Other Property.** Our name, and all logos, websites, member lists, and all other documents or materials are Our exclusive property. You may not use Our trademarks or materials without Our express written permission.
15. **Other Terms.**
 - a. **Entirety & Amendment.** This document contains the complete agreement between the parties and supersedes any prior oral or written agreements or warranties between the parties. No other agreement, amendment, representation, or understanding will be binding on the parties unless made in writing by mutual consent of both parties.
 - b. **Default.** Your failure to comply with the terms and provisions of the Agreement will constitute a default. Upon default, You will have a reasonable time to cure the default. We will have the right to seek administrative, contractual, or legal remedies. Also, We will be entitled to recover all costs, expenses, and reasonable attorney's fees in obtaining specific performance or any other remedies as allowed by law. The election of one remedy will not constitute a waiver of any other available remedies.
 - c. **Severability.** If any term of this Agreement is severed as invalid or unenforceable by a court of competent jurisdiction, then that term will be deemed valid to the greatest extent possible and the remainder of the Agreement will continue as valid and enforceable.
 - d. **Choice of Law & Forum.** The parties agree this Agreement is governed by the laws of Minnesota and applicable Federal laws and that any dispute in which direct negotiations fail will be finally resolved in a court of competent jurisdiction in the state of Minnesota.

- e. **Assignability.** This Agreement may not be assigned without Our express written consent. If this Agreement is assigned, all provisions are binding on the successors or assigns.
- f. **Waiver.** Failure to exercise, or any delay in exercising, any right or remedy provided under this agreement or by law will not constitute a waiver of that or any other right or remedy, nor will it preclude or restrict any further exercise of that or any other right or remedy.
- g. **Termination.** Either party may terminate this Agreement at any time by thirty (30) days written notice to the other party of intent to terminate. If You are convicted of any crime or offense, fail or refuse to comply with Our policies or reasonable directives, are guilty of serious misconduct in connection with performance under the Agreement, or materially breach provisions of this Agreement, then at any time We may terminate Your engagement immediately and without prior written notice. If this Agreement is terminated, We agree to pay the final invoice for any satisfactory work completed prior to termination.
- h. **Identical Counterparts.** This Agreement may be signed in identical counterparts.

IN WITNESS WHEREOF, the undersigned have executed this Agreement on the date first stated above.

For The East Isles Residents' Association, Inc.

Emma Erdahl, President

For Independent Contractor

Jenna Egan, Sole Proprietor

Scope of Work

Your point of contact for questions about the work is: EIRA President

Overview

The Neighborhood Coordinator provides program implementation services, compliance, communication coordination and administrative support to the Organization's overall operations.

Projects and Authorization

In addition to routine and ongoing services described below, Contractor may be assigned specific work on a project-by-project basis. While requests for work may come from many people, the Organization has designated the President of the East Isles Board as the agent authorized to assign work or projects to the Contractor. Projects are not authorized without prior approval from the President. Contractor will refer any requests for work from unauthorized sources to the President for approval.

Tasks and Objectives

1. Provide administrative and management support in implementing the Organization's Phase II NRP Action Plans and Neighborhoods 2020.
 - Serve as the liaison connecting all Organization efforts with the City of Minneapolis including NRP and Neighborhoods 2020.
 - Prepare papers and documents in connection with the daily business of the Organization's NRP and Neighborhoods 2020 efforts.
 - Monitor NRP and Neighborhoods 2020 requirements, deadlines, procedures, communications, and other related activities, with the aim of keeping the Organization's Board of Directors informed.
 - Manage and ensure compliance with all NRP and Neighborhoods 2020 contracts.
 - Assist in other duties related to NRP and Neighborhoods 2020 process as deemed necessary.
2. Neighborhood communications:
 - Draft the neighborhood electronic newsletter and occasional email blasts.
 - Manage mailings to neighbors.
 - Maintain the website and social media with current information.
 - Monitor all incoming email to the info@eastisles.org address and any other email addresses assigned.
 - Respond to and/or forward all neighborhood inquiries and requests for information to appropriate individuals, committees, or agencies in a timely fashion.

3. Board and Committee coordination and support:
 - Work with the Organization's Board to prepare for and conduct its meetings.
 - Coordinate meeting dates, times, locations, and distribution of meeting materials.
 - Attend and act as recording secretary at monthly Organization Board meetings.
 - Along with the Organization's President, facilitate inter-Committee communications, and act as liaison between the Organization, the community, governmental bodies and agencies, and the private sector.
 - Facilitate the activities of the Organization's Committees.
 - Recruit and provide orientation to new volunteers.
4. Perform bookkeeping tasks as outlined in the Organization's Financial Management Policies and Procedures.
5. Create and distribute information related to program implementation including: updates on NRP/Neighborhoods 2020 and other Organization activities; promoting opportunities to take part in projects; public relations updates to the media and others about municipal, county, and state information pertinent to Organization concerns and interests.

NOTE: For all tasks above you will set your own schedule and control your work, with the exception of Board of Directors meetings and select committee meetings and any other meetings with community leaders, agencies, committees, etc., the schedule of which is set by those bodies/agencies.

Budget

Tasks described above	\$35 per hour	Not to exceed 468 hours for the term of the Agreement
NOTE: Overages must be pre-approved in writing by the authorized representative. Unapproved or after-the-fact overages will not be paid out.		

INDEPENDENT CONTRACTOR AGREEMENT no. 2022C-02 between The East Isles Residents' Association, Inc. and Jenny Breen

This Agreement ("Agreement"), entered into with an effective date of January 1, 2022 between Jenny Breen ("You""Yours"), an Independent Contractor, and The East Isles Residents' Association, Inc. ("Organization""Our""Us""We"), a Minnesota nonprofit corporation, is for the provision of services by You to Us under the following terms:

1. **Term.** The period of performance is from January 1, 2022 through December 31, 2022, unless terminated earlier.
2. **Scope of Work.** The Scope of Work to be performed by You for Us is attached to this Agreement as Exhibit A and incorporated in the Agreement by this reference.
3. **Compensation.** As consideration for performing work and providing services We agree to pay You in the manner outlined in the Scope of Work and under the terms of this Agreement.
4. **Method of Payment.** Payments will be made to You only after receipt of an invoice; and, any documentation required under the Agreement.
 - a. **Eligibility.** Eligible expenses include any allowable expenses, incurred during the performance period, which are approved by Us or consistent with the Scope of Work.
 - b. **Frequency.** Payments will be processed no more frequently than monthly.
 - c. **Documentation.**
 - i. Invoices must include a brief description of services provided.
 - ii. Allowable expenses (if any) must be substantiated with receipts.
 - iii. You agree to also submit any other documents We request that may be necessary to comply with Generally Accepted Accounting Practices, our funders requirements or state / federal law.
 - iv. Invoices and supporting documentation must be submitted to:

Andrew Degerstrom, Treasurer
andrew@eastisles.org

We may provide updated information for payment processing from time to time and will do so via written notice (i.e.: email).

5. **Preliminary Requirements.** You agree to submit a completed and signed IRS Form W-9 (or equivalent), as appropriate. Payments may be withheld until that documentation is provided.
6. **Performance of Work & Services.**
 - a. Both parties agree that You have full control over the manner and means through which services will be performed, subject to meeting the standards defined in the Scope of Work.
 - b. You warrant that no other agreement is violated by performing these services.
 - c. You agree that services not meeting the standards will be corrected.
 - d. You warrant that no laws will be violated in performing any services.
 - e. You guarantee that you are competent to carry out the services which you have undertaken in this contract. Any material misrepresentation will lead to immediate termination of this Agreement.
7. **Independent Contractor.** This Agreement does not render You an employee, partner, agent of, or joint venturer with Us for any purpose. You are and will remain an independent contractor in relationship to Us. We are not responsible for withholding taxes with respect to Your compensation. You will have no claim against Us for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee related benefits of any kind.
 - a. **Insurance.** You will not be eligible for claims on Our insurance policies.
 - b. **Tools & Equipment.** You will supply all equipment or tools or instruments needed to perform the services under this agreement except as occasionally required.
 - c. **Non-exclusivity.** Your relationship to Us is non-exclusive and You are free to engage in other work for other entities.
 - d. **Assistants.** If You employ assistants to perform services described in the Scope of Work, then all provisions in this Agreement will be binding on Your assistants. Any payments to Your assistants must be paid by You. We agree that all directives or instructions to assistants will be communicated through You.
 - e. **No Agency.** You and your officers, directors, employees, or volunteers, if any, will not represent to others that You are a legal agent or employee of Ours.
8. **Insurance.** As agreed above You acknowledge that You will not benefit from Our insurance coverages. You acknowledge that You may need to obtain Your own insurance coverages to protect from liabilities that might arise out of the performance

of the work under this Agreement by You, Your agents, representatives, employees or subcontractors, and You are free to purchase insurance. Failure to carry adequate insurance will not relieve You of Your legal obligations to Us.

9. **Copyright & Intellectual Property.** The parties expressly agree that any work commissioned by Us which creates tangible or intangible property as a result of this Agreement is a work made for hire and that all copyrights vest in Us. The parties expressly agree that all ideas, know-how, data (including any study results), and other intellectual property generated by Us or commissioned by Us through this Agreement will be Our sole and exclusive property.
10. **Confidentiality.** During our work together You may have access to Our private or confidential information. This information may include records, processes and specifications owned / licensed or used by Us in the operation of Our business. Things like Our processes, procedures, policies, methods, lists (of members, donors, vendors, customers, etc.) (collectively "Confidential Information"). You and Your agents and employees will:
 - a. Use a reasonable degree of care to protect all Confidential Information, not less than the same degree of care which You use to protect your own; and,
 - b. Get Our prior written approval before copying, publishing, or disclosing Confidential Information to others, and You won't authorize anyone else to copy, publish, or disclose it to others, without Our prior written approval; and,
 - c. Apply this standard to any press releases or disclosures to other media outlets; and,
 - d. Only make use of Confidential Information for the purpose of performing Your work under this Agreement; and,
 - e. Agree to return any Confidential Information to Us whenever We request.
11. **Non-Solicitation.** You agree not to solicit any business from Our fee-for-service customers (if any) during the Term.
12. **Liability.** To the extent provided by law, each party is liable for its own acts (including the acts of its officers, directors, employees, and volunteers – if any). In the event of any Claims arising out of the negligence of both You and Us, each party is responsible (including reasonable attorney's fees and costs) based upon its proportionate share of negligence.
13. **Authorized Representatives.**

The Organization's authorized representative:

Name: Emma Erdahl

Title: President

Address: 2801 Hennepin Ave S, PMB 294, Minneapolis, MN 55408
Phone: (612) 716-6715
Email: erdahle14@gmail.com

Independent Contractor's representative:

Name: Jenny Breen
Title: Sole Proprietor
Address: 3610 Pleasant Ave S, Minneapolis, MN 55409
Phone: (612) 220-0163
Email: jennybroccoli@gmail.com

We may provide updated information for Our authorized representative from time to time and will do so via written notice (i.e.: email).

14. **Trademark & Other Property.** Our name, and all logos, websites, member lists, and all other documents or materials are Our exclusive property. You may not use Our trademarks or materials without Our express written permission.
15. **Other Terms.**
 - a. **Entirety & Amendment.** This document contains the complete agreement between the parties and supersedes any prior oral or written agreements or warranties between the parties. No other agreement, amendment, representation, or understanding will be binding on the parties unless made in writing by mutual consent of both parties.
 - b. **Default.** Your failure to comply with the terms and provisions of the Agreement will constitute a default. Upon default, You will have a reasonable time to cure the default. We will have the right to seek administrative, contractual, or legal remedies. Also, We will be entitled to recover all costs, expenses, and reasonable attorney's fees in obtaining specific performance or any other remedies as allowed by law. The election of one remedy will not constitute a waiver of any other available remedies.
 - c. **Severability.** If any term of this Agreement is severed as invalid or unenforceable by a court of competent jurisdiction, then that term will be deemed valid to the greatest extent possible and the remainder of the Agreement will continue as valid and enforceable.
 - d. **Choice of Law & Forum.** The parties agree this Agreement is governed by the laws of Minnesota and applicable Federal laws and that any dispute in which direct negotiations fail will be finally resolved in a court of competent jurisdiction in the state of Minnesota.

- e. **Assignability.** This Agreement may not be assigned without Our express written consent. If this Agreement is assigned, all provisions are binding on the successors or assigns.
- f. **Waiver.** Failure to exercise, or any delay in exercising, any right or remedy provided under this agreement or by law will not constitute a waiver of that or any other right or remedy, nor will it preclude or restrict any further exercise of that or any other right or remedy.
- g. **Termination.** Either party may terminate this Agreement at any time by thirty (30) days written notice to the other party of intent to terminate. If You are convicted of any crime or offense, fail or refuse to comply with Our policies or reasonable directives, are guilty of serious misconduct in connection with performance under the Agreement, or materially breach provisions of this Agreement, then at any time We may terminate Your engagement immediately and without prior written notice. If this Agreement is terminated, We agree to pay the final invoice for any satisfactory work completed prior to termination.
- h. **Identical Counterparts.** This Agreement may be signed in identical counterparts.

IN WITNESS WHEREOF, the undersigned have executed this Agreement on the date first stated above.

For The East Isles Residents' Association, Inc.

Emma Erdahl, President

For Independent Contractor

Jenny Breen, Sole Proprietor

Scope of Work

Your point of contact for questions about the work is: EIRA President

Overview

The Farmers Market Manager provides program implementation services, coordination, and other management services for the East Isles Farmers Market.

Projects and Authorization

In addition to routine and ongoing services described below, Contractor may be assigned specific work on a project-by-project basis. While requests for work may come from many people, Organization has designated the President of the East Isles Board as the agent authorized to assign work or projects to the Contractor. Contractor will refer any requests for work from unauthorized sources to the President for approval.

Tasks and Objectives

1. Facilitate the work of the Farmers Market Committee through the following, but not necessarily limited to:
 - Attend and participate in Committee meetings as a non-voting member.
 - Work with the Committee Chair and Neighborhood Coordinator to coordinate meeting dates, times, locations, and distribution of meeting materials.
 - Ensure that minutes are taken at all Committee meetings.
 - Ensure that the Committee completes all required tasks as outlined in the Committee charter.
2. Deliver monthly reports to the Board of Directors, either in person or in writing.
3. Ensure that the Market and all related activities are in compliance with the Organization's adopted policies and other governance documents.
4. Work with the Bookkeeper to ensure that all expenses are paid, any necessary purchases are made, and all vendor payments are collected, in accordance with the adopted budget and the Organization's Financial Management Policies and Procedures.
5. Hire (in accordance with the Organization's Financial Management Policies and Procedures), manage, and train all other Market staff.
6. Maintain communication/attend Farmers Markets of MPLS meetings and participate in communal efforts, training, and planning.
7. Implement Farmers Market policy as approved by the Farmers Market Committee and the Board of Directors.
8. Maintain the Market website.
9. Implement the Market marketing plan including advertising, social media posts, etc.

10. Ensure that the Market obtains all required licenses and permits.
11. Solicit and track Market sponsors and grant opportunities in coordination with the Farmers Market Committee.
12. Manage vendor application, selection, and curation process.
13. Vendor Support:
 - Serve as the first point of contact for all vendors.
 - Organize and lead the preseason vendor meeting.
 - Liaise with and source vendors for future markets.
 - Ensure vendor satisfaction.
 - Oversee quality control of vendors and their products, and ensure vendors have all required licenses to operate at the Market.
14. Market Operations:
 - Coordinate and schedule musicians.
 - Coordinate and schedule special events.
 - Coordinate and schedule all community and educational tabling.
 - Coordinate and schedule all cooking demonstrations.
 - Coordinate and schedule Farmers Market Committee and other neighborhood volunteers to assist during market hours.
 - Greet customers and assist with questions.
 - Problem-solve and troubleshoot as necessary during market hours.
 - Keep accurate records and documentation of the Market as necessary including photographs, vendor attendance, guest attendance, and day of market merchandise sales.
15. All other Market related tasks not explicitly assigned to the Farmers Market Committee.

NOTE: For all tasks above you will set your own schedule and control your work, with the exception of Board of Directors meetings and select committee meetings and any other meetings with community leaders, agencies, committees, etc., the schedule of which is set by those bodies/agencies.

Budget

Tasks described above	\$30 per hour	Not to exceed 325 hours for the term of the Agreement
NOTE: Overages must be pre-approved in writing by the authorized representative. Unapproved or after-the-fact overages will not be paid out.		