

BUF Board of Trustees Meeting (in person and via Zoom)

November 22, 2022

Attendees: Murray Bennett, Drew Betz (VZ) , Daria Haynes (President), Alex Gilman (Vice President), Sarah Pearson, Lew Phinney, Jim Reimer, John Stewart (Secretary).

VZ= Visa Zoom

Not Present (Excused): Paul Beckel (Ex-Officio), Henry Ohana

Other participants: Sky Hedman, Treasurer, Kara Black (VZ)

Minutes by John Stewart, Secretary.

Chalice lighting 7:01 pm; Alex

Agenda Review/Changes:

- Add discussion of Consent Agenda format

Consent Agenda:

- Approval of minutes: Minutes from the 10/27/2022 meeting were approved by email on 11/22/2022
- Minister's Report
- Growth & Learning Report
- Treasurers Report

Lew moved and Daria seconded that the minutes from the 10/27/2022 meeting be approved and that items on the Consent Agenda be accepted. Motion passed unanimously.

Fiscal Sponsorships:

- Application for Fiscal Sponsorship received from PNW Plateful, with Sarah Chan as Exec Director and Stephanie Bowers as Board Chair.
 - PNW Plateful is an outgrowth of an effort initiated by Sarah Chan to provide meals to those in need from her business, Calypso Kitchen LLC. She has been providing 150-200 meals/week on a consistent basis.
 - PNW Plateful was formed as a non-profit on June 2 2022 and is planning to apply for its own 501(c)(3) federal non-profit recognition. As such the fiscal sponsorship is expected to be temporary
 - The Operations Team has requested that we approve the application and charge no fee, although we would like to reserve the ability to reassess the fee in the event that the arrangement is more labor-intensive than anticipated.
 - PNW Plateful has requested 2 deviations from our standard fiscal sponsorship agreement (their verbatim comments):
 - Use of funds Add sentence allowing BUF to advance, or make a grant of the funds collected on behalf of PNW Plateful, with expense reconciliation coming back to the BUF from Plateful.
[Interpretation: our agreement specifies that the nature of

expenses be specified in the funding request, this asks to reverse that process.

- **Fundraising:** Clarify that text review and approvals are intended for general appeal letters, and that approaches to individuals and family foundations do not require pre-approval of who is being approached nor the content of the request. [Interpretation: our agreement specifies that all fundraising letters be approved by BUF and signed by our board president. This request would modify that requirement.]
 - PNW Plateful has provided copies of their Bylaws, a list of Board members and a projected expense budget for 2023
 - PNW Plateful is still separating their expenses from those of Calypso Kitchen LLC and thus will not be ready to implement this agreement until the beginning of 2023.
 - Genia will be the primary contact on behalf of BUF.
- **Jim moved and Murray seconded that the Fiscal Sponsorship Application from PNW Plateful be approved and that Daria be authorized to enter into a Fiscal Sponsorship Agreement, with approval of requested amendments to be further negotiated.**
 - Discussion:
 - Lew and others discussed process of PNW Plateful request
 - Drew mentioned background of PNW Plateful board members Stephanie Bowers and Steve Swan.
 - Motion passed unanimously

Governance and Beloved Community: Kara Black

Kara's comment;

- In order to embrace the congregation's covenant of Beloved Community, the Board needs to act more flexibly, responsively (which sometime means quickly), creatively, openly, less rigidly and take some level of risk when excellent opportunities for expanding beloved community are offered. All Board members should be champions of the Covenant when they see such an opportunity and step outside the normal white-culture dominant norms or "they way things are supposed to be done" to think outside the box. We, as an organization need to bend and challenge ourselves. There is a balance to be struck between some risk and discomfort in the cause of Beloved Community and being fiduciary for the Congregation. Kara shared an example of this re. the Board's response time/approach when asked to be the fiscal sponsor for NW Plateful.

Auction Update: Sarah

- Still Feb 11 @ 4:30
- The Board had, at the September meeting, expressed support for either padded chairs OR an accessible chancel as a paddle call and left it up to the Auction Committee to make the decision.
- The auction committee chose padded chairs because it is a "can't fail" paddle call (the amount of money raised will simply purchase the corresponding # of padded chairs).

- However, after researching church chair options, the auction committee realized they are not qualified or prepared to make the final decision on design/color/price and requested that the Board determine what entity at BUF should do the research and make the decision.
- Discussion consensus was to support a paddle call for padded chairs for the sanctuary. Chairs can be purchased as funding permits, gradually replacing the existing pews.
- Drew offered to chair a committee to propose a design for the chairs.
- Board Auction Item:
 - Sarah described the idea of picking from a selection of San Juan Cruises day trips, where Board members would attend and several tickets would be offered for the auction. Sarah will conduct a poll of Board members to select a trip, determine how many might attend, and how many tickets would be available for auction.

Midweek Update: Sarah

- Request from Patricia Conover to report on the anti-racism training from Jan 2022.
- Drew will write the next MWU Board Report to update the congregation on Board projects, including the proposed Fiscal Sponsorship of PNW Plateful
- Sarah will contact Deb Cruz to locate a report of the anti-racism training that can be shared with the congregation.

Minister Affiliation:

- Paul discussed affiliated ministry last month.
- This month, in his Minister' Report, he has requested that the Board officially recognize Rev. Barbara Wells ten Hove as a BUF "Affiliated Community Minister," acknowledging that Barbara is a minister within the community holding that role in relationship with Paul. Barbara and Paul will create a covenant that outlines the particular duties she would have within BUF and the ways BUF would support her ministry within it.
- **Jim moved and Sarah seconded that Rev. Barbara Wells ten Hove be recognized as a BUF "Affiliated Community Minister," that Barbara is a minister within the community holding that role in relationship with Paul, and that Barbara and Paul will create a covenant that outlines the particular duties she would have within BUF and the ways BUF would support her ministry within it.**
- Discussion:
 - Process matches that described by the UUA
 - Clear and formal arrangement with BUF
- Motion passed unanimously

Consent Agenda Discussion

- In general, it went well
- Board packet needs to be available no later than the beginning of the weekend before the meeting.
- More obvious distinction between Consent Agenda items and Discussion Agenda items.

- If there are clarification questions about items on the Consent Agenda, contact the report author directly or if more substantive, ask that the item be moved to the discussion agenda.

Calendar:

- BUF Auction, Feb 11, 2023

Next Meeting Date: December 20, 2022

Meeting adjourned at 8:45 pm.

Summary of Action Items:

- Lew moved and Daria seconded that the minutes from the 10/27/2022 meeting be approved and that items on the Consent Agenda be accepted. Motion passed unanimously.
- Jim moved and Murray seconded that the Fiscal Sponsorship Application from PNW Plateful be approved and that Daria be authorized to enter into a Fiscal Sponsorship Agreement, with approval of requested amendments to be further negotiated.
- BUF Auction paddle call will be to purchase padded chairs to begin replacing pews in the sanctuary.
- Drew will write Midweek Update article, to report on Board anti-racism training from Jan 2022 and mentioning also other current Board projects, including the proposed Fiscal Sponsorship of PNW Plateful.
- Jim moved and Sarah seconded that Rev. Barbara Wells ten Hove be recognized as a BUF “Affiliated Community Minister,” that Barbara is a minister within the community holding that role in relationship with Paul, and that Barbara and Paul will create a covenant that outlines the particular duties she would have within BUF and the ways BUF would support her ministry within it.

Attachments: (below)

- Minister’s Report
- Growth & Learning Report
- Treasurers Report
- PNW Plateful Fiscal Sponsorship Application
- Draft Fiscal Sponsorship Contract with PNW Plateful with comments
- PNW Plateful Bylaws
- PNW Plateful Draft Budget 2023
- PNW Plateful Directory
- PNW Plateful Tagline-Vision-Mission-Principles

1. Sociocracy – a more inclusive, consent-based (and faster) form of governance

At the UUMA ministers' retreat last month we had six hours of presentations about a form of governance called sociocracy. I think elements of this approach are both do-able for the BUF board, and exactly on the mark for the goal of more inclusive decision making.

The UUA is sponsoring a webinar next month with the same presenter, just two hours. I encourage board members to attend. I ran this by the governance task force to ensure that none of it would interfere with their direction. Not a problem, they said. Anyway, the principles of sociocracy aren't just about the board's ways, but inclusive decision-making in all that we do at BUF.

The webinar is 10-noon Pacific time on Saturday, December 3. Here's the registration link (with further links to sociocracy materials):

https://www.uua.org/leadership/events/widening-circle-governance-congregations-sociocracy?vgo_ee=KuH2ZyjYc0%2Fz7555dLTyLg%3D%3D

Better yet: I just came across a shorter (45 minutes!) free webinar specifically about consent-based decision making, which I think is the part that is most readily applicable to our situation:

<https://www.sociocracyforall.org/event/free-module-consent-nov2022/>

Sociocracy includes several elements. Some elements (eg structure) we are basically doing according to sociocracy principles already. Some elements are probably beyond us for now. But since the board has made quick progress on the consent agenda, I think you'd find their process for how to create a meeting agenda, and how to make group decisions, to be perfect next steps.

If any of you attend either webinar, I will join you. I suggest going to the first one to see if you want to go to the second.

2. Summer minister proposal

We talked about this last month and added it to the wish list of possibilities for the 2023-24 budget. I'll include it in my report here for future reference:

Summer Services Proposal to the BUF Board and Rev. Paul Beckel

BUF has a longstanding tradition of having meaningful and well-attended services during the summer. This involves: recruiting and coaching speakers, celebrants, and musicians (without full funding for musicians); coordinating with audio-video volunteers and additional service elements such as special collections, anti-racism moments, and multimedia; preparing and printing orders of service (regular, large print, online, and sometimes tech-specific); and occasionally preparing sermons. From 2004-2014 this was done by Melanie Rieck. Since then, Rev Paul has done this work, which is not included in his ministerial agreement.

Proposal: Rev Barbara ten Hove would take on these responsibilities for ten summer services (July 2-September 3, 2023). She would determine with Paul which services he would lead (his ministerial agreement requires 1, last summer he led 3), which ones Barbara would lead

(2-3) and which would be led by lay leaders or guest speakers. The planning for the summer services would begin shortly after Easter in order to be in place by around June 1. While Barbara would not attend every service, she would make sure everything was in place as far in advance as possible and trouble-shoot as necessary.

Budget Based on the following: Preaching at 2-3 Services at UUMA rates (\$350 per Sunday); support @ most summer services plus recruitment & planning (\$1000)
Total Budget: \$1500-\$2000

Note that this proposal is unrelated to a separate proposal, below, to identify Barbara ten Hove as an Affiliated Community Minister.

3. Affiliated Community Ministers, Part 1 – Jeff Packer and Rev Tessie Mandeville

In 2015, the BUF Board approved two documents. One describes BUF's general understanding of what it means to be a BUF Affiliated Community Minister. Another is a specific Affiliated Community Minister Agreement with Rev. Tessie Mandeville.

In 2017, similar documents were approved to describe "Lay" Affiliated Community Ministers, and a specific agreement with Mr. Jeff Packer (the "Mr" is there to clarify that Jeff is not ordained.)

As far as I can tell, none of this is recorded in our Bylaws, or Board Policies or Procedures.

Jeff has retired from his job as hospital chaplain and just let me know that he'd like to "retire" the official designation at BUF as well. I am currently working with Tessie to update her status as well.

4. Affiliated Community Ministers, Part 2 – Rev Barbara ten Hove

This is a proposal to create an Affiliated Minister Relationship between Rev. Dr. Barbara Wells ten Hove, Rev. Paul Beckel and Bellingham Unitarian Fellowship:

UU congregations often are home to retired, community and other ministers. Some of these ministers may want to have some form of "official" status within the congregation if they are working in the community (as chaplains, for example); still wanting to maintain some form of ministerial role even if retired; taking a hiatus from ministry; or working part-time somewhere else. Thus, it is common for UU congregations to develop relationships with such ministers often using the terms "associated" or "affiliated" to describe this role.

While there are no hard and fast rules by which "pew sitting" ministers may have official status within any UU congregation, some general guidelines are likely to be helpful. The UU Society for Community Ministry has some helpful language regarding the relationship between the called minister and other colleagues in the congregation:

"The Parish Minister clearly has overall responsibility for ministerial leadership within the congregation and, thus, appropriately shall take the lead in seeking clearer delineation of responsibility, accountability, and channels of communication as responsibilities, roles, and relations

are negotiated and, as needed, renegotiated. As stated in the UUMA's Code of Professional Practice, the affiliated ministers '...will in all ways honor the priority of the [Parish Minister(s)] call to the ministry of that congregation, and...will carefully shun inappropriate influence which other members may tend to yield. At the same time the Parish Ministers shall earnestly seek to respect the calling, strengths, and sensibilities of the affiliated ministers, taking care to work collaboratively in a spirit of mutual cooperation and consultation.' "

It is in this spirit that I (Paul) ask the BUF Board of Trustees to officially recognize Rev. Barbara Wells ten Hove as a BUF "Affiliated Community Minister," acknowledging that Barbara is a minister within the community holding that role in relationship with me. Similar to the agreement we already have with the Rev. Tessie Mandeville, Barbara and I will create a covenant that outlines the particular duties she would have within BUF and the ways BUF would support her ministry within it.

Some possible roles for her as an Affiliated Minister (always at my request) include occasionally leading worship, memorial services or weddings; teaching classes or workshops; supporting the summer worship program, and other ministerial services as appropriate. The church would, in recognition of this affiliation, provide support to her in these roles primarily through office support (use of supplies, copier, etc.) and by paying the annual cost of her UU Ministers Association dues (currently \$288). If appropriate and agreed upon in advance, the church may agree to provide remuneration for certain programs.

(Our current budget includes \$200 for Community Minister Professional Expenses. In recent years it had been \$2,000 as both Tessie and Jeff had dues with their chaplaincy organization, and Tessie also had UUMA dues of about \$750. Barbara's UUMA dues are lower because she's retired.)

The Process?

When we did this with Jeff and Tessie, we built congregational buy-in thru combination of the following: announcements on Sundays, articles in MWU, open informational meeting with the congregation, creating policies, creating the final affiliation agreements, and a Board vote. (There was no congregational vote.) I don't remember, but afterward, we probably had a little ceremony during a Sunday service, and announced in the MWU. In this case, since Rev Barbara ten Hove is well-recognized (at that time, Tessie had not been widely known in the congregation), I don't think we need to do as much.

I think much of the congregation knows that Tessie leads taize services, but as far as there being official covenants with her and with Jeff—that's probably not well known. So this is a good opportunity to clarifying who is who and what it means.

BOARD REPORT
Religious Education at BUF
Genia Allen-Schmid
Fall 2022

CHILDREN AND FAMILIES

Sunday Mornings

We are slowly seeing families coming back to services, with the numbers ranging from 3 to 9 children, 4th grade or younger, along with two teens who show up and often volunteer in the preschool room. We have brand-new folks come check us out regularly, but the lack of numbers seems to discourage them and they often don't return.

Due to the lack of adult volunteers, I've relied on our teen childcare providers to help me with the Sunday morning classes. We send children under three years old to the preschool room and I lead a one-room school room for the older kids.

This fall I have focused on Sunday morning programming and recruiting families to come on Wednesday nights. I stopped holding our monthly family picnics in September. I will host one once the weather gets warm again in the spring, and try to entice more families to return to our indoor programs. Parents of very young children still cite COVID as being a factor for not coming on Sunday mornings, along with a reluctance to schedule Sunday mornings again. This is a common trend for UU congregations everywhere and not unique to BUF.

Teens

Our focus this fall and winter has been on OWL and I am thrilled about how many people are involved. I reached out to the youth pastor at First Congregational, Davi Weasley, to co-sponsor Middle School and High School OWL this fall/winter which has turned into a great partnership. BUF sent three folks to OWL training and we worked hard to recruit 3 facilitators for each age group (in addition to Davi and I) and get the word out to parents.

The result is a Middle School class of 17 students (we had to turn some away), and 7 for the High School class. Out of these 6 are BUFsters, 2 from First Congregational, and the rest largely from the Synagogue and the general community. Clearly this continues to be a valued program and Davi and I are already making plans for a joint elementary OWL next fall.

We will hold off on YRUU until after OWL is over as it's offered at the same time as youth group. My hope is that this might reenergize YRUU.

We will be celebrating OWL and our ongoing commitment to sexuality education with a special Sunday service on December 4th. During this service we've invited participants of OWL, (parents, youth and facilitators) to speak about what OWL has meant to them, and take time to acknowledge our OWL facilitators. Jenn Manson, the owner of Wink Wink and the target of an extremist attack this summer, will be our featured speaker as we seek to support others who value sexuality education in our community.

ADULT PROGRAMMING

Adult RE

This fall there were two RE classes offered to adults; a UU 101 class led by Bonnie and Paul which had about with about 14 participants, and a book study of A Tragic Investment with over 20 participants. James

Addington, author of *A Tragic Investment*, lives locally and has led the book study. Over 4 sessions we've explored the economic basis of White Supremacy along with its impact, and will conclude this Sunday with an open-ended discussion of what our next steps might be for BUF to deepen our commitment to Widening the Circle and creating Beloved Community.

Chalice Circles

Chalice Circles continue to be very successful thanks to the great leadership and organizational skills of Bonnie Phinney and Kathryn Allen. We've had more people than ever join Circles this fall and two new groups will be started after January - one for new members and one for those unable to be placed earlier this fall, for a total of 14 groups! We had a facilitator meeting/training early in September and have a strong group of leaders committed to keeping Chalice Circles growing and vibrant.

Women's Retreat

We wanted to set a welcoming tone straight away this fall and so a team of women organized another highly successful Women's Retreat this September at The Cannery in Semiahmoo. Over 45 women attended, including about 12 women who were coming to a BUF event for the first time. Our aim was to have fun and foster a feeling of belonging, and the feedback we got affirmed we achieved that.

COMMUNITY LIFE

We launched BUF Night In (formerly Community Night Dinner) over a month ago, under the leadership of myself, Jennifer Villalva, and Debbie Boots. A team of 13 folks are rotating as cooks and we're keeping our menu to soup and salad which is less expensive, easier to prepare, and the leftovers easy to freeze. Our goal is to make it sustainable and an avenue for community building.

Pam Graham, Carrie Koehline and I created a plan for fostering more interaction during the meals and ensuring new folks, and non-choir folks feel welcome. So far, we've had about 25 people showing up, although still primarily choir members. The long-term plan is to have non-choir folks and young families stay for board games and art activities after dinner, but it hasn't happened yet. It will come!!

OVERALL

Although it's been a slow start with our youngest families I see lots of energy and growth in general this fall. Our Wednesday night dinners have resumed, more people are coming to BUF in person, and adults are eager for small group interaction and learning. My mantra this fall is "keep it simple", and "it's not about numbers, it's about quality", although I admit it fills me with joy to see 24 teens in one place, as I did last Sunday night at OWL. It does feel like we are on our way again!

**Monthly Treasurer’s Summary Report to the BUF Board of Trustees
October 2022 Financials (33% of the fiscal year)
Prepared for the November 23, 2022 Board Meeting**

Overview of current and projected status:

➤ **Month of October, 2022:**

- Pledge income was \$32,141, 132% of budgeted amount for the month.
- BUF received \$2,674 in rent for October, 2022.
- Net Ordinary Income (Profit – Expense) is \$3,660 for the month of October.

➤ **Year to date (July, 2022– October, 2022)**

- Pledge income is 99% of the amount budgeted for this point in the fiscal year.
- Net Operating Income (Profit – Expense) is **\$13,144** year to date (July-October), which is 75% of the budgeted amount for this point of the fiscal year.

➤ **Cash on Hand for October, 2022:**

- As of October 31, 2022, BUF has Cash On Hand of \$3,637.
- BUF’s Emergency Operating Reserve is \$73,135.
- BUF’s goal is to have reserves to cover three months operating expense, or \$99,722.

➤ **Reserves**

- Building Repair & Maintenance Reserve: \$61,779
- Emergency Operating Reserve: \$73,135
- Sabbatical Reserve: \$7,575

• **Issues requesting Board involvement:**

- Board is asked to review and approve the application for Fiscal Sponsorship from PNW Plateful.

Income and Expense	<i>Year-to-date</i>	<i>% of budget to date</i>
<i>Pledge Income</i>	\$ 120,414	99%
<i>Total Donations</i>	\$ 130,349	99%
<i>Fundraising Income</i>	\$ 8,008	100%
<i>Rental Income</i>	\$ 7,609	72%
Total Income Year to Date	\$ 153,657	108%
Total Expenses Year to Date	\$ 140,513	112%
<u>YTD</u> Op. Income minus Expense	\$ 13,144	75%

Cash on Hand

	This month	% Change	Prior month	Prior month
Checking balance	\$ 31,059	-27%	\$ 42,541	\$ 41,801
Cash assets under Board control	\$ 209,855	-6%	\$ 222,217	\$ 222,277
Cash on Hand	\$ 3,637	125%	\$ 1,613	\$ 25,565

Funds Activity Report

Funds Activity	This month	Prior month
Total Restricted Investment Funds	\$ 55,228	\$ 55,228
Total Restricted Bank Account Funds	\$ 151,535	\$ 153,405
Total Designated Program Funds	\$ 62,428	\$ 74,557
Total in all funds	\$ 269,191	\$ 283,190

Fundraising Summary

Fundraising Event	Income YTD	Income Goal for year	% of Goal
Dinner Auction/Gala	\$ 296	\$ 20,000	.15%
Other Fundraising	\$ -	\$ -	-%
Pandemic Grants & Income	\$ 7,712	\$ 0	100%
Total Fundraising	\$ 8,008	\$ 20,000	27%

Members of the Financial Oversight Committee are Sky Hedman (Treasurer), John Stewart, Frank McDonald (Assistant Treasurer), Brian Quick, Cathy Campbell, Sue Sayegh, Lew Phinney and Sharon McCarty..

Treasurer's Summary Reports and selected Financial Reports generated by Administrator are placed Administrator in BUF Workroom.

Cash On Hand reports:

Assets that are available to Board under normal operating conditions: Checking, Savings, and Accounts Receivable. (It does not include Endowment, Humanitas, A. Herrmann Social Justice Account.)

Equity that is subtracted from Assets are those that are not available under normal operating conditions: Restricted Funds and Designated Program Funds. Liabilities are adjusted to include only one month of the Principal payment for the mortgage.

Financial Reports attached:

Monthly I&E Comparison

Cash on Hand Report

Balance Sheet Prev Year Comparison

Funds Activity Report

I&E YTD Annual Budget Comparison

Fiscal Sponsorship Contract (PDF)

Treasurer's Report

Bellingham Unitarian Fellowship

Fiscal Sponsorship Application

Name of applicant:

PNW Plateful Tax ID: **88-1417293**

Organization or project in need of fiscal sponsorship:

PNW Plateful

Structure of organization (LLC, Corporation, Sole Proprietorship?)

Non-profit corporation

Is the organization registered as a non-profit with the state of Washington?

Yes

Has the organization received the 501(c)(3) determination letter?

We are on the brink of filing our application

Purpose of this organization or project:

Note: full statement attached.

PNW Plateful Tagline:

“Nourishing our vulnerable community one plate-full at a time.”

PNW Plateful Vision:

PNW Plateful aspires to be a community leader in food security by nourishing the body with food, the mind with education, and the spirit with hope.

PNW Plateful Mission Statement:

To enhance and enable healthy lives by providing and championing the importance of good nutrition for all people of all ages, through the education about, and the selection, production, and delivery of wholesome and delicious food.

Purpose of request for Fiscal Sponsorship:

PNW Plateful requests fiscal sponsorship because at this point we cannot seek private resources to accomplish our mission, since we cannot issue tax receipts.

Time frame for sponsored project (projected start and stop date)

We request sponsorship starting at your earliest convenience and lasting for up to one calendar year, or until our 501 status is determined.

Resources requested. (Administrative duties?)

We request only receiving and processing private gifts for Plateful. We have our own bookkeeper, and we are not in need of any administrative services, bill-paying, etc.

Please attach this information:

Applicant's Board of directors

Applicant's Bylaws

Return this application by email (admin@buf.org) or in person to:

Bellingham Unitarian Fellowship, 1207 Ellsworth, Bellingham WA 98225

BUF:

BUF point of contact to serve as point of communication and who will support applicant through this process:

Contract For Fiscal Sponsorship Services

This is an agreement for fiscal sponsorship services, entered into between the Bellingham Unitarian Fellowship (BUF) and the _____ (“Project”).

Recitals

The Bellingham Unitarian Fellowship (BUF) is a religious nonprofit corporation, exempt from federal tax under section 501(c)(3) of the Internal Revenue Code, as most recently amended. The Bellingham Unitarian Fellowship is a liberal religious community that values the diversity of individuals and affirms Unitarian Universalist principles. Our congregation welcomes persons of every age, physical ability, race, ethnicity, national origin, citizenship, religion, gender identity, and sexual and affectional orientation. As a community, we aspire to provide a creative, and nurturing environment where social, spiritual, and personal development are encouraged and acknowledged. Therefore, we celebrate in ritual, music, art, literature and humor. We endeavor to teach, to learn, and to serve both our community and the world.

The _____ (“Project”) is an [unincorporated association; or a coalition of organizations; or an independent nonprofit organization] with the mission of

_____, and will be engaging in the work and services as more fully described in Exhibit A (“Services”).

BUF is willing to receive tax-deductible charitable contributions for the benefit and use of the Project. The Project, with the administrative assistance of BUF, desires to use these funds in order to implement the Project’s purposes.

Agreement

By entering into this Agreement, the parties agree to the following terms and conditions:

1. **Receipt of funds:** BUF agrees to receive grants, contributions, and gifts to be used for the Project to perform the Service, and to make those funds available to the Project to conduct the Services, minus assessed administrative fees, as specified in this agreement. BUF will not accept on behalf of the Project any grant, contribution or gift that is not cash or its equivalent.
2. **Administrative Fees:** To defray the expenses associated with administering the Project, the Project agrees to pay BUF an administrative fee (specific amount to be entered on individual agreement) on all income received including, but not limited to, grant income, contributions, or gifts.
4. **Acknowledgments:** BUF and Project agree that all grants, contributions, and gifts that BUF receives for the Project will be reported as contributions to BUF, as required by law. BUF further agrees to acknowledge the receipt of any such grant, contribution, or gift in writing, and to furnish evidence of its status as a tax-exempt organization under Section 501(c)(3) as requested, or as required by law.

5. **Protection of tax-exempt status:** The Project will operate and conduct the Services in a manner consistent with this agreement. No material changes in the Services shall be made without the prior written permission of BUF and in accordance with any requirements imposed by funding organizations, nor shall the Project carry on activities or use funds in any way that jeopardizes BUF's tax exempt status. The Project shall comply with applicable local, state and federal laws. The Project agrees to comply with any written request by BUF that it cease or modify activities which might jeopardize BUF's tax status.
6. **Performance of the Work:** The Project represents that it has the experience and qualifications to complete Services and shall accomplish and complete the Services in and effective and efficient manner.
7. **Notice to Project By BUF:** BUF agrees to notify the Project of any change in its tax-exempt status.
8. **Use of funds:** BUF will allow the Project to make expenditures from funds donated to BUF for the Project to perform the Services. The Project shall submit invoices and/or receipts to BUF for payment and reimbursement. BUF will follow its policies and procedures regarding payment of funds, which may be changed from time to time. In no case will any such expenditure exceed total contributions for the Project received by BUF, and BUF will not advance funds to the Project beyond those received by BUF. BUF is not responsible for any debt of the Project. The Project will designate one person to approve receipts and invoices submitted for payment by the Project.
9. **Financial accounting and reporting:** The Project will in all cases follow BUF's financial policies and accounting procedures as established by BUF. BUF will provide reports reflecting revenue and expenses to the Project on a monthly basis, within 30 days after the end of each month. The Project will provide BUF with reports describing the activities and progress with regard to the Services at least quarterly and meet with BUF on request and on reasonable notice.
10. **Budgeting:** The Project will provide BUF with its annual budget at the beginning of each BUF fiscal year.
11. **Review:** The parties agree to review the agreement at least annually on the anniversary date of this agreement.
12. **Governance:** Authority to manage the Services of the Project is delegated to the Project. Notwithstanding the forgoing, both BUF and Project agree that the relationship established by this agreement is premised upon the mutual understanding of BUF and Project that the goals and activities of both organizations will be compatible. The parties have not formed a partnership or joint venture by entering into this agreement.
13. **Fundraising:** The Project may solicit gifts and contributions on behalf of the Project. The Project's choice of funding sources to be approached and the text of the Project's letters of inquiry, grant applications, and other fundraising materials are subject to approval by BUF. The President of BUF's Board of Trustees must sign all letters of inquiry, grant proposals, and grant agreements. All grant agreements, pledges, or other commitments with funding sources to support the Project shall be approved and executed by BUF. The cost of any reports or other compliance measures required by such funding sources shall

Commented [RB1]: Add sentence allowing BUF to advance, or make a grant of the funds collected on behalf of PNW Plateful, with expense reconciliation coming back to the BUF from Plateful.

Commented [RB2]: Clarify that text review and approvals are intended for general appeal letters, and that approaches to individuals and family foundations do not require pre-approval of who is being approached nor the content of the request.

be allocated to the Project. Nothing in this agreement obligates BUF to fundraise for the organization or to provide other resources.

14. **Renewal of this agreement:** If both BUF and Project desire to do so, this agreement may be renewed annually.
15. **Termination:** Either party may terminate this Agreement by giving 30 days' written notice to the other party.
16. **Disposition of Assets and Liabilities:** If either party terminates this agreement, any funds collected on behalf of the Project, and remaining in the possession of BUF at the time of termination, shall be disposed of according to existing written agreements with funding sources, if any. If the Project continues beyond the term of this agreement, funds and assets not covered by existing written agreements with funding sources may be transferred to another nonprofit corporation (the Successor) that is tax-exempt under IRC Section 501(c)(3) and that is not classified as a private foundation under Section 509(a). The Successor must be willing and able to sponsor the Project. The Successor must be approved in writing by BUF and the Project by the end of the 30-day period for written notice of termination. If a Successor is not found, the remaining funds shall be transferred to a tax-exempt food bank in Whatcom County.
17. **Term of Agreement:** The time period covered by this agreement is one year from the date of execution.

By signing below, both parties hereby execute this Agreement according to its terms, and the individuals signing on behalf of BUF and the Project, by signing this Agreement, certify that they are legally empowered and authorized to do so on behalf of BUF and the Project, respectively.

BUF:

Project:

Signed _____,

Signed _____

President, Board of Trustees

Date: _____

Title / Organization:

Date: _____

PNW PLATEFUL

BYLAWS

ARTICLE I. NAME OF ORGANIZATION

The name of the corporation is PNW Plateful.

ARTICLE II. CORPORATE PURPOSE

Section 1. Nonprofit Purpose

This corporation is organized exclusively for charitable and educational purposes, including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under section 501 (c) 3 of the Internal Revenue Code, or the corresponding section of any future federal tax code.

Section 2. Specific Purpose

The purposes of PNW Plateful are:

Purpose one is to bring delicious and nutritious meals and core cooking skills to hungry people in Whatcom County, Washington, and surrounding regions.

Purpose two is to create a volunteer service network to support the purposes of the organization, including preparation and delivery of food.

Purpose three is to educate in-need and homeless teens and adults on how to use available food and make it delicious and nutritious.

Purpose four is to serve as an incubator and role model for others wishing to serve the community's needs.

ARTICLE III. MEMBERSHIP

The membership of the corporation shall consist of the members of the Board of Directors.

ARTICLE IV. BOARD OF DIRECTORS

Section 1. General Powers

The affairs and property of the Corporation shall be managed by its Board of Directors.

Section 2. Number, Tenure, Requirements, and Qualifications

The number of Directors shall be fixed from time-to-time by the Directors but shall consist of no less than three (3) nor more than fifteen (15) including the following officers: the Chair, the Vice Chair, Treasurer, and the Secretary.

The members of the Board of Directors shall, upon election, immediately enter upon the performance of their duties and shall continue in office until their successors shall be duly elected and qualified. All members of the Board of Directors must be approved by a majority vote of the directors present and voting. No vote on new members of the Board of Directors shall be held unless a quorum of the Board of Directors is present as provided in Section 6 of this Article.

Each member of the Board of Directors shall hold office for a three-year term. Terms are renewable for a maximum of three terms.

Each member of the Board of Directors shall attend a minimum of three of the four regular meetings of the Board per year.

Section 3. Regular and Annual Meetings

Regular meetings will be held quarterly, and an Annual Meeting of the Board of Directors shall be held at a time and day and at a location designated by the Board of Directors.

Section 4. Special Meetings

Special meetings of the Board of Directors may be called by or at the request of the Chair or any two members of the Board of Directors. The person or persons authorized to call special meetings of the Board of Directors may fix any location, as the place for holding any special meetings of the Board called by them.

Section 5. Notice

Notice of any regular and annual meetings of the Board of Directors shall be posted seven (7) days in advance of the meeting by telephone, facsimile, or electronic methods or by written notice. Notice of special meetings will be given no less than two (2) days in advance. Any Director may waive notice of any meeting. The attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting, unless specifically required by law or by these by-laws.

Section 6. Quorum

The presence, in person or via electronic means, of a majority of current members of the Board of Directors shall be necessary at any meeting to constitute a quorum to transact business. The act of a majority of the members of the Board of Directors present at a meeting at which a

quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by law or by these by-laws.

Section 7. Forfeiture

Any member of the Board of Directors who fails to fulfill any of his or her requirements as set forth in Section 2 of this Article shall forfeit his or her seat on the Board, at the discretion of the Board. In that case, the Chair shall notify the Director in writing that his or her seat has been declared vacant, and the Board of Directors may proceed to fill the vacancy. Members of the Board of Directors who are removed for failure to meet any or all of the requirements of Section 2 of this Article are not entitled to vote at the annual meeting and are not entitled to the procedure outlined in Section 13 of this Article in these by-laws.

Section 8. Vacancies

Whenever any vacancy occurs in the Board of Directors it shall be filled by a majority vote of the remaining members of the Board of Directors at a regular meeting.

Section 9. Compensation

Members of the Board of Directors shall not receive any compensation for their services as Directors.

Section 10. Informal Action by Directors

Any action required by law to be taken at a meeting of the Directors, or any action which may be taken at a meeting of Directors, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by 100% of all of the Directors, following notice of the intended action to all members of the Board of Directors.

Section 11. Confidentiality

Directors shall not discuss or disclose information about the Corporation or its activities to any person or entity unless such information is already a matter of public knowledge, such person or entity has a need to know, or the disclosure of such information is in furtherance of the Corporation's purposes or can reasonably be expected to benefit the Corporation. Directors shall use discretion and good business judgment in discussing the affairs of the Corporation with third parties. Without limiting the foregoing, Directors may discuss upcoming fundraisers and the purposes and functions of the Corporation, including but not limited to accounts on deposit in financial institutions.

Each Director shall execute a confidentiality agreement consistent herewith upon being voted onto and accepting appointment to the Board of Directors.

Section 12. Parliamentary Procedure

Any question concerning parliamentary procedure at meetings shall be determined by the Chair by reference to Robert's Rules of Order.

Section 13. Removal.

Any member of the Board of Directors may be removed with or without cause, at any time, by vote of three-quarters (3/4) of the members of the Board of Directors if in their judgment the best interest of the Corporation would be served thereby. The Chair will provide notice to the board member at least ten (10) days in advance of the meeting at which the action will take place. Each member of the Board of Directors must also receive written notice of the proposed removal at least ten (10) days in advance of the proposed action. An officer who has been removed as a member of the Board of Directors shall automatically be removed from office.

Members of the Board of Directors who are removed for failure to meet the minimum requirements in Section 2 of this Article in these by-laws automatically forfeit their positions on the Board pursuant to Section 7 of this Article and are not entitled to the removal procedure outlined in Section 14 of this Article.

ARTICLE VI. OFFICERS

The officers of this Board shall be the Chair, Vice Chair, Secretary and Treasurer. All officers must have the status of active members of the Board.

Section 1. Chair

The Chair is the chief liaison between the Executive Director and the Board of Directors and is responsible for the strategic vision and planning of the organization. The Chair shall preside at all meetings of the Board of Directors and the Executive Committee. The Chair shall also:

- a. have general superintendence and direction of all other officers of this corporation and see that their duties are properly performed
- b. submit a report of the operations of the program for the fiscal year at the annual meeting, and shall report to the Board all matters that may affect this program
- c. serve as an Ex-officio member of all standing committees

Section 2. Vice Chair

The Vice Chair shall be vested with all the powers and shall perform all the duties of the Chair during the absence of the latter. The Vice Chair's duties are to:

- a. Lead the nominations process for new board members and officers.
- b. Perform any other duties as may arise.

Section 3. Secretary

The Secretary shall attend all meetings of the Board and of the Executive Committee and will act as a clerk thereof. The Secretary's duties shall consist of:

- a. Record all votes and minutes of all proceedings.
- b. Sign and cause to be kept all official records from the organization such as resolutions.

Section 4. Treasurer

The Treasurer is responsible for working with the Executive Director, Chair, and the Board on the financial health of the organization. Duties include:

- a. Be a standing member of the Executive Committee.
- b. In conjunction with the Executive Director, propose an annual budget for approval by the Board.
- c. Present regular reports of the organization's income and expenditures for review by the Executive Committee and Board.
- d. Chair a Finance Committee, as needed and appropriate.
- e. Participate in an annual review and/or audit procedure in accordance with generally accepted accounting principles, as appropriate.

Section 5. Election of Officers

The Vice Chair shall submit, at the meeting prior to the annual meeting, the names of those persons who could serve as members of the Board as well as a slate of officers for the coming year. The election shall be held at the annual meeting of the Board. Those officers elected shall serve one (1) term of two (2) years, commencing at the next meeting following the annual meeting.

Officers of the organization shall be eligible to succeed themselves in their respective offices for two (2) terms only, at the discretion of the Board.

Section 6. Removal of Officer

The Board, with the concurrence of 3/4 of the members voting at the meeting, may remove any officer of the Board of Directors and elect a successor for the unexpired term. No officer of the Board of Directors shall be expelled without an opportunity to be heard. Notice of such motion of expulsion shall be given to the member in writing ten (10) days prior to the meeting at which motion shall be presented, setting forth the reasons of the Board for such expulsion.

Section 7. Vacancies

The Vice Chair shall also be responsible for nominating persons to fill vacancies which occur between annual meetings, including those of officers. The persons so elected shall hold membership or office for the unexpired term in respect of which such vacancy occurred.

ARTICLE VII. COMMITTEES

Section 1. Committee Formation

The board may create committees as needed and determine if they are permanent or for a fixed time. The board chair appoints all committee chairs, who must be members of the board, and who will report committee actions and recommendations to the executive committee and or the full board. Other than the Executive Committee, non-board members are eligible to serve on committees.

Section 2. Executive Committee

The officers serve as the members of the Executive Committee. Except for the power to amend the Articles of Incorporation and Bylaws, the Executive Committee shall have all the powers and authority of the board of directors in the intervals between meetings of the board of directors.

Section 3. Finance Committee

The Treasurer is the chair of the Finance Committee, which includes a minimum of two members, one of whom must be a Director of the Board. The Finance Committee is responsible for developing the annual budget with the Executive Director. The board must approve the budget. Any major change in the budget must be approved by the board or the Executive Committee. The fiscal year shall be the calendar year. Annual reports are required to be submitted to the board showing income, expenditures, and pending income.

ARTICLE VIII. CORPORATE STAFF

Section 1: Executive Director

The Board of Directors shall hire an Executive Director who shall serve at the will of the Board. The Executive Director shall have immediate and overall supervision of the operations of the Corporation, and shall direct the day-to-day business of the Corporation, maintain the properties of the Corporation, hire, discharge, and determine the salaries and other compensation of all staff members. No officer, Executive Committee member or member of the Board of Directors may individually instruct the Executive Director or any other employee. The Board Chair is the direct liaison between the Executive Director and the Board. The Executive Director shall make such reports at the Board and Executive Committee meetings as shall be required by the Chair or the Board. The Executive Director shall be an ex-officio member of the board and all committees.

ARTICLE IX. – Conflict of Interest

Section 1. General

The organization shall have a conflict-of-interest policy. Each director, principal officer and member of a committee with board-delegated powers shall annually sign a statement which affirms such person:

- a. Has received a copy of the conflict-of-interest policy,
- b. Has read and understands the policy,

- c. Has agreed to comply with the policy, and
- d. Understands the Organization is charitable and in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

ARTICLE X. IDEMNIFICATION

Section 1. General

To the full extent authorized under the laws of the State of Washington, the corporation shall indemnify any director, officer, employee, or agent, or former member, director, officer, employee, or agent of the corporation, or any person who may have served at the corporation's request as a director or officer of another corporation (each of the foregoing members, directors, officers, employees, agents, and persons is referred to in this Article individually as an "indemnitee"), against expenses actually and necessarily incurred by such indemnitee in connection with the defense of any action, suit, or proceeding in which that indemnitee is made a party by reason of being or having been such member, director, officer, employee, or agent, except in relation to matters as to which that indemnitee shall have been adjudged in such action, suit, or proceeding to be liable for negligence or misconduct in the performance of a duty. The foregoing indemnification shall not be deemed exclusive of any other rights to which an indemnitee may be entitled under any bylaw, agreement, resolution of the Board of Directors, or otherwise.

Section 2. Expenses

Expenses, including reasonable attorneys' fees, incurred in defending a civil or criminal action, suit, or proceeding may be paid by the corporation in advance of the final disposition of such action, suit, or proceeding, if authorized by the Board of Directors, upon receipt of an undertaking by or on behalf of the indemnitee to repay such amount if it shall ultimately be determined that such indemnitee is not entitled to be indemnified hereunder.

Section 3. Insurance

The corporation shall purchase and maintain insurance on behalf of any person who is or was a member, director, officer, employee, or agent against any liability asserted against such person and incurred by such person in any such capacity or arising out of such person's status as such, whether or not the corporation would have the power or obligation to indemnify such person against such liability under this Article.

ARTICLE XI. BOOKS AND RECORDS

The corporation shall keep complete books and records of account and minutes of the proceedings of the Board of Directors.

ARTICLE XII. AMENDMENTS

Section 1. Articles of Incorporation

The Board of Directors may amend the Articles by majority vote at any regular or special meeting. Written notice setting forth the proposed amendment or summary of the changes to be effected thereby shall be given to each director within the time and the manner provided for the giving of notice of meetings of directors.

Section 2. Bylaws

The Board of Directors may amend these Bylaws by majority vote at any regular or special meeting. Written notice setting forth the proposed amendment or summary of the changes to be effected thereby shall be given to each director within the time and the manner provided for the giving of notice of meetings of directors.

ADOPTION OF BYLAWS

We, the undersigned, are all of the initial incorporators of this corporation, and we consent to, and hereby do, adopt the foregoing Bylaws as the Bylaws of this corporation.

ADOPTED AND APPROVED by the Incorporators on this 7th day of June, 2022.

Sarah Gopaulchan

Stephanie Bowers

Steve Swan

DRAFT EXPENSE BUDGET

PNW PLATEFUL

Expense		FY 2023	Calculations2023
Food Costs	\$	70,200.00	200 meals per week \$6.75 average cost per meal
Packaging Costs	\$	11,440.00	200 meals per week \$1.10 average cost per meal
Delivery Costs		\$4,875.00	* See chart below
Fundraising Expenses	\$	5,000.00	
Legal fees	\$	5,000.00	
Marketing Expense	\$	5,000.00	
Office Expense/Misc.	\$	1,000.00	
Rent	\$	12,000.00	\$1000 per month
Salaries and Wages	\$	10,400.00	1 employees/1 days per week/\$25/hour
Depreciation			
Total Expenses	\$	124,915.00	

PNW Plateful

Board of Directors

Updated November 2022

Sarah Chan (formally Gopaulchan)

Executive Director

4073 Hannegan Road Suite B

Bellingham, WA 98226

Mobile: 347-413-3983

Sarah@Calypso.Kitchen

Stephanie Bowers

Board Chair

830 Reveille Street

Bellingham, WA 98229

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Steve Swan

Board Vice Chair

1237 Birch falls Drive

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Rich Van Den Hul

Board Treasurer

3714 Pebble Place

Bellingham, WA 98226

Mobile: 360-303-7257

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PNW Plateful

Vision – Mission Statement – Tagline – Guiding Principles

PNW Plateful Tagline:

“Nourishing our vulnerable community one plate-full at a time.”

PNW Plateful Vision:

PNW Plateful aspires to be a community leader in food security by nourishing the body with food, the mind with education, and the spirit with hope.

PNW Plateful Mission Statement:

To enhance and enable healthy lives by providing and championing the importance of good nutrition for all people of all ages, through the education about, and the selection, production, and delivery of wholesome and delicious food.

PNW Plateful Guiding Principles:

- Our core belief is that it is not acceptable for any person in our community to be impacted by hunger.
- All people should have access to nutritious food to ensure healthy human development: physically, mentally, emotionally, and spiritually.
- We are committed to providing education about food choices, informed shopping, and meal preparation.
- We will engage with community partners to create a positive synergy that ensures food security for all.
- PNW Plateful will provide on-the-job food industry skills development.
- We will serve as an incubator and role model to teach and support potential food entrepreneurs wishing to serve the community.
- All our work is centered in a gratitude-based, service organization.

Adopted September 6, 2022