

Mammoth Lakes Foundation Board Meeting
Saturday, February 8, 2020
Mammoth Lakes Foundation Library
100 College Parkway, Mammoth Lakes, California 93546

www.mammothlakesfoundation.org

(9am) Executive Session / MLF Executive Committee/Call Meeting to Order

Gary McCoy - President	Luan Mendel – Board Chair	Shields Richardson – Secretary/Treasurer
Gary Myers – Board Member	Evan Russell – Board Member	

1. Approve any additions to the Agenda
2. Approve the Executive Committee Meeting Minutes dated 12.07.19 (Attachment #1)
3. Review and consider taking action for MLF legal counsel to initiate the development of a lease agreement between Mammoth Lakes Foundation and Disable Sports Eastern Sierra to support the National Wounded Warrior Center
4. Mammoth Lakes Film Festival Legal Update

(10am) Administrative Items

1. Board Meeting Call to Order

Gary McCoy - President	Luan Mendel – Board Chair	Shields Richardson – Secretary/Treasurer
Gary Myers – Board Member	Evan Russell – Board Member	Stacey Bardfield – Board Member
Sandy Forstenzer – Board Member	Judy Bornfeld – Board Member	Jack Copeland – Board Member
Lois Klein – Board Member		

2. Approve any additions to the Agenda
3. Approve the MLF Board Meeting minutes of 12.07.19 (Attachment #1)
4. FY 18-19 Mid-Year Financial Report (Attachment #2 & #3)
5. Mammoth Arts & Cultural Center Update
6. Update on status of the potential MACC Construction Loan (Attachment #4)
7. Insurance Update (Attachment #5)
8. Review and consider approving a Parking License Agreement between Mammoth Lakes Foundation and the Kern Community College District (Attachment #6)
9. Review and consider approving the Resident Company MOU (Attachment #7)
10. Review and considering approving the Updated Employee Handbook dated 02.01.20 (Attachment #8)
11. Reports:
 - a. Housing Manager
 - b. Development Director
 - c. Artistic Director
12. Old Business
13. New Business

Attachments:

- a. The Mammoth Lakes Foundation Strategic Plan – Visions for Success: July 2017 – June 2022

(12pm) Adjournment

To the next meeting of the MLF Foundation Board on Saturday, April 4, 2020 @ 9am in the MLF Conference Room.

Att #1

Mammoth Lakes Foundation Board Meeting Minutes
Saturday, December 7th, 2019
Mammoth Lakes Foundation Library
100 College Parkway, Mammoth Lakes, California 93546

www.mammothlakesfoundation.org

The Executive session was called to order at 9am by Board Chair Luan Mendel. In attendance were Gary McCoy, Gary Myers and Evan Russell. Shields Richardson was excused from the meeting.

1. Approve any additions to the Agenda
 - a. There were no additions to the agenda.
2. Approve the Executive Committee Meeting Minutes dated 09.24.19
 - a. The meeting minutes were approved as submitted. (McCoy/Russell/Passed 4 to 0)
3. Review and consider approving the FY19-20 MLF Financial Audit and Management Points.
 - a. Staff from the audit firm called into the meeting and walked the Executive Committee through the financial reports and the management points. The audit was accepted as submitted.
4. Review and consider changes in the present composition of the Board of Directors
 - a. Due to time restraints it was recommended that we revisit with this item in the spring after we break ground for the MACC.

The Board session was called to order at 9:55am by Board Chair Luan Mendel. In attendance were Gary McCoy, Gary Myers, Evan Russell, Stacey Bardfield, Jack Copeland and Lois Klein. Sandy Forstenzer, Judy Bornfeld and Shields Richardson were excused from the meeting.

1. Approve any additions to the Agenda
 - a. There were no additions to the agenda.
2. Approve the MLF Board Meeting minutes of 06.22.19
 - a. The meeting minutes were approved as submitted. (Copeland/Bardfield/Passed 7 to 0)
3. FY 18-19 Q1 Financial Report
 - a. MLF staff walked the Board through the financial reports for the first four months of the fiscal year. There were some questions regarding the level and number of donors as our base that supports both the annual and capital campaigns. This was a challenge that our campaign coach told us that we would have to deal with as we move forward.
 - b. The financial report was accepted as presented.
4. Mammoth Arts & Cultural Center Update: Modified Plans, Project Estimates and Pro Forma
 - a. MLF staff reviewed the board packet attachments including the project update, the project estimate and the draft pro forma. The board was reminded that these are all works in progress and would fluctuate as we gather more information from our consulting team.
 - b. The board was reminded by the Chair that we still have a \$5 million gap that includes the "all in" costs for the MACC.

5. Review and consider approving a contract with MHC Architects not to exceed \$50,000 for the elements of a Peer Review and Cost Estimation for the MACC
 - a. The HMC contract was approved as submitted. (McCoy/Russell/Passed 7 to 0)
6. National Wounded Warrior Project Update by Kathy Copeland
 - a. DSES staff presented an overview of the project. It was agreed that there would be a written response in the form of a proposal from DSES for the MLF Board to review as we move towards the development of the lease agreement. The target is to complete this agreement by July 1, 2020.
7. Old Business
 - a. There was no old business.
8. New Business
 - a. It was suggested that the Board schedule a visioning session with an external facilitator to develop a ten-year plan for the future of the Foundation. It was agreed that we would schedule this session after the MACC has broken ground and construction is underway. This is a legacy project for the region and requires our undivided attention.

The meeting was adjourned at 11:15am. The next MLF Board meeting is scheduled for February 1, 2020. The times are to be determined when we get closer to that date based on the board agenda.

Respectfully,



Rich Boccia

Executive Director

Mammoth Lakes Foundation

MAMMOTH LAKES FOUNDATION
 BUDGET TO ACTUAL COMPARISON FOR QTR ENDING DEC 31, 2019

AA# 2

	Budget YTD	Actual YTD	Last YTD	Budget 2019-20
Revenue				
1 Giving programs	\$ 10,000	\$ 27,111	\$ 62,067	\$ 77,500
2 Diamond Partnerships	90,000	90,000	40,000	105,000
3 Friends of the Foundation	11,000	16,750	18,250	30,000
4 MAC Release from restrictions	-	-	-	-
5 Capital Campaign	-	-	-	5,000,000
6 Development Director	25,000	25,000	25,000	50,000
7 Events	233,500	190,610	223,057	461,000
8 Arts programs	101,050	135,256	114,505	162,100
9 Other income	14,285	13,046	17,625	27,350
10 Total revenue	484,835	497,773	500,504	5,912,950
Fundraising Costs				
11 Giving programs	1,500	2,150	12,724	10,850
12 Events	165,700	164,632	192,585	395,950
13 General fundraising	980	1,667	2,672	5,150
14 Foundation public relations	5,398	1,922	4,882	9,990
15 Total fundraising costs	173,578	170,371	212,863	421,940
16 Gross margin	311,257	327,402	287,641	5,491,010
Administrative expense				
17 Salaries and related expenses	92,530	94,531	72,743	186,296
18 Operating expenses	60,237	57,253	62,037	120,420
19 Professional expenses	29,000	27,086	39,914	58,000
20 Total administrative expense	181,767	178,870	174,694	364,716
College program & cultural				
21 College programs	5,563	14,310	12,924	18,450
22 Arts programs	86,386	120,975	116,947	182,956
23 Campus	-	-	-	-
24 Total college & cultural	91,949	135,285	129,871	201,406
25 Other income (gains & losses)	-	-	-	-
26 Total expense	273,716	314,155	304,565	566,122
27 Net income before depreciation	37,541	13,247	(16,924)	4,924,888
28 Depreciation	21,080	21,989	21,174	35,940
29 Net income	\$ 16,461	\$ (8,742)	\$ (38,098)	\$ 4,888,948

Mammoth Lakes Foundation
Cash Report

A# #3

		01.17.20				
Checking/Savings						
Operating accounts						
1	Wells Fargo - checking	12,896.82	Misc			
2	ESCB - MACC	693,677.20	to use for MACC			
3	MLF Depository	381,050.31	MLF deposit & clg. payroll taxes			
4	Events petty cash	0.00				
5	Theatre petty cash	200.00				
6	Total operating cash	1,089,824.33	in the bank			
Interest bearing accounts						
7	Stifel	506,808.61	MACC restricted - Langston, Tambour			
8	Wells Fargo endowment funds	167,845.46	Dempsey, Knoll perm restricted - interest only use for scholarships			
9	Wells Fargo investment funds	718,974.83	Earned interest - \$405,000 Tambour & Bidg sales proceeds of \$800,000			
10	Total investments	1,393,628.90			MAAC trnsfr	
Total cash		2,483,453.23				
Restricted funds						
11	Permanently restricted	166,967.00	balance that is Perm restricted		1/1/2019	50,000
12	Mammoth Art & Cultural Center	1,483,730.87	Tambour, Langston - interest		2/27/2019	50,000
13	Forest Island	7,507.11	balance		5/14/2019	50,000
14	Cerro Coso	8,930.67			6/7/2019	25,000
15	Development Grant	20,833.31			6/17/2019	40,000
16	McCoy Bday B. MFWE, Scholarships	79,166.69			7/16/2019	25,000
17	Measure U & Theatre Restricted	39,000.00			8/5/2019	25,000
18	Total Restricted funds	1,806,135.65			8/30/2019	25,000
Summary						
19	Operating	677,317.58	cash left - includes cash from sale of SGSA		10/7/2019	75,000
20	Board recommended reserve \$250,000		Board recommended to have on hand - yrs ago		12/12/2019	5,000
21	Restricted	1,806,135.65			12/20/2019	200,000
22	Total cash	2,483,453.23			12/26/2019	500,000

A# #4

**Mammoth Lakes Foundation
Board of Directors Meeting
Potential Construction Loan Update
February 8, 2020**

Hi Rich,

At your earliest convenience, please give me a call to discuss this project. I'd like to ask a few questions about this project and based on those answers, I can share our thoughts about structure of the bridge facility. I have a meeting today between 8:30-9:30 but, am available either after. In the meantime, see below for the updated needs list:

Mammoth Lakes Foundation:

- Draft 12/31/19 FYE financial statement. If this information is not yet available, please provide 11/30/19 and 11/30/18 interim statements.
- Annual Budget and Actual-To-Comparison for 12/31/2019;
- Projected 2020 annual budget;
- Capital Campaign – additional details:
 - o Total funds raised, year to date (and are they segregated on the financials);
 - o List of donors and the schedule of collections.

Based on the information provided in your emails, we need additional details on the construction projects:

Construction Information:

- Plans & specifications
- Description of materials
- Engineers soils report (typically seen on larger projects, to show that the soil/ground is stable to support what they're building)
- Construction Cost Breakdown/Budget
- Construction Contract(s)
- Information on General Contractor (may need contractor's resume/financials for bigger transactions)
- Copies of Phase I, if applicable.

Cheers,

Lynette C. Fletcher

AH #5

**Mammoth Lakes Foundation
Board of Directors Meeting
Insurance Update
February 8, 2020**

These notes summarize the conversation between the MLF Executive Director and Robert Beach on January 17, 2020 as a follow up to the meeting we had in December with Gary McCoy.

1. Basic Facility Insurance

- a. Edison Hall is presently insured at \$300 per square foot and if it burnt down we would not be able to rebuild at that cost per square foot so we increased that level of insurance to \$500 a square foot

2. Umbrella Insurance

- a. Our greatest liability is the apartments so we discussed an appropriate level of insurance and settled at \$10 mil – we already have \$1 mil and will increase that by \$9 mil for a total of \$10 mil
- b. Robert contacted a number of vendors
 - i. Our present carrier, Philadelphia, came in at \$616 per layer, a layer is a million dollars. This umbrella policy would run concurrent with our present policy. The cost through the end of the fiscal year is \$3700. It separates the policy and caps auto at \$2 mil but the apartments and Edison Hall at \$10 mil
 - ii. A second quote came in at \$5000 but they would not cover auto
 - iii. Robert contacted his cluster agency that he pays membership dues that provides him access to a wider network of carriers. The United Valley Insurance Services (UVIS) has 100 brokers each having \$10 million in premium volume per year for a total of \$1 billion. The majority of these brokers are pushing umbrella policies. We were declined due to our exposure to liability in our apartments.
 - iv. We agreed to move forward with a policy with our current carrier, Philadelphia and we bound that policy today, 01.17.20 through June 30th and it will be an element of our policy renewal as of July 1.

3. Builders Risk

- a. This type of insurance is defined by a competitive rate – the cost we pay per \$100 value of the MACC project. The projected cost based on the industry rate at this time is \$.25 per \$100 and with a \$20 million project the cost will be \$50,000.
- b. Robert shared our project with his UVIS underwriters:
 - i. We were denied in the primary market place due to the cost of the cost of the project. Most of the primary market places will provide you with policies less than \$15 mil and Travelers is the only carrier that will write a \$15 mil policy
 - ii. Robert researched the secondary market place and is required to go through a broker to access that market such as Lloyd's of London. We were denied for two reasons: the \$20 mil cost of the project and our location, Mammoth Lakes. Our area has been upgraded to a wild fire zone.
 - iii. Robert was directed to Munich out of Germany and he spoke to a Michael Yates and he said, "Yes, we can do this. We work with high priced projects." Robert was recommended to speak with a Matt Mumphy and he indicated that he could assist us with shopping through a fettered market place meaning a carrier can only be approached once by a broker on a particular project. Matt provided Robert with a gross rate that would also include primary and second liability along with fees and taxes at \$.40 per \$100 and with a \$20 million project the cost will be \$80,000 with a \$25,000 deductible.

- iv. We are going to work with Munich to process this Builders Risk Policy. This process is contingent upon us securing a General Contractor (GC) for the project and will need the following items so that we can tie down a hard and firm number for this policy:
 1. Detailed Construction Budget
 2. Gantt Project Schedule
 3. Site Security Details
 4. A Plot Plan
 5. They also offer the following 'extra's' that Robert does not believe that we need which would of course would increase the cost of the policy:
 - a. Include soft costs to cover architect fees to re-engineer the project in the case of a fire, an earthquake of any other act of God
 - b. Income delay – a delay in the opening of the project that will reduce our potential income

We will take more about this at our board meeting in February but wanted to start this conversation when it is fresh in my mind after an hour on the phone with Robert. If there is something else that we should be looking at as related to these three items let me know and I can work with Robert to secure that information before our board meeting.

Att #6

LICENSE AGREEMENT
(Parking for Joint Use Facility)

This License Agreement ("Agreement") is entered into between the Kern Community College District, a California Community College District (Education Code 72000 et seq) ("District"), and Mammoth Lakes Foundation, a California non-profit public benefit corporation ("MLF").

RECITALS

This Agreement is based on the following facts and understandings of the parties:

A. District and MLF are collaborating to develop and utilize an events center facility located on property owned by MLF ("Joint Use Facility") as part of an existing master plan that was developed in 2005 known as the South Gateway Master Plan comprised of 86 acres of land owned in part by MLF and the District.

B. District owns property adjacent to the proposed Joint Use Facility that houses its Eastern Sierra College Center Mammoth Campus ("College") and which includes the parking lot used by the College and others ("Property"). MLF owns not only the property on which the Joint Use Facility is proposed to be developed, but also owns nearby property jointly with Southern Mono Healthcare District ("SMHD") that is commonly referred to as the residential housing building housing both students and people from SMHD. The subject parking lot is already being maintained and insured pursuant to existing agreements with MLF and SMHD relative to the residential housing building.

C. MLF intends to seek a Town of Mammoth Lakes Special Use Permit for the Joint Use Facility based on being able to use 60 parking spaces at the Property.

TERMS

Based on the Recitals which are incorporated herein, and in consideration of the mutual promises and covenants exchanged in this Agreement, District and MLF agree as follows:

1. TERM. Subject to earlier termination as provided in this Agreement, District licenses sixty (60) parking spaces at the Property to MLF on a non-exclusive basis, pending approval by the College prior to the start of each semester, for a period of 5 five years commencing on January 1, 2022 through December 31, 2026.

2. USE OF PROPERTY. MLF shall use the Property strictly for parking vehicles in connection with the use of the Joint Use Facility. MLF shall not use the Property for any other purpose without the advance written consent of District. At no time shall the MLF's use of the Property interfere with the District use of the Property (during both College operational hours and/or College events).

Requests by MLF for use of the sixty (60) parking spaces at the Property must be made,

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through the College facility use process, prior to the start of each semester and are subject to approval by the College. Each request must include the date(s) and time(s). Requests for use during January-May must be made by December 15, requests for use during June-August must be made by May 15, and requests for use during September-December must be made by August 15.

Should a need arise for MLF to use the Property outside of the above established timeline; a request would be made immediately to the College.

College reserves the right to deny specific requests.

3. COMPENSATION. In consideration for the use of the Property, MLF shall compensate the College at the approved facility use rate for each request. Payment will be due prior to use.

4. MAINTENANCE, REPAIRS, SNOW REMOVAL and INSURANCE. Maintenance, repairs, snow removal and insurance are already provided for the Property pursuant to existing agreements between District, MLF and Southern Mono Healthcare District in connection with the residential housing project.

Although existing agreements already provide for insurance to District in connection with use of the Property, MLF recognizes there may at times be a need for additional insurance in connection with use of the Property for the Joint Use Facility. As a result, it shall be MLF's obligation at all times in connection with use of the Property for the Joint Use Facility to insure at a minimum the following policies of insurance issued by an insurance company rated not less than "A-VI" in Best Insurance Rating Guide and admitted to transact insurance business in California are in place: (1) commercial general liability insurance (including contractual, products and completed operations coverages, bodily injury and property damage liability insurance) with single combined limits of not less than \$1,000,000 per occurrence; and (2) workers' compensation insurance as required under state law.

Each policy shall contain an endorsement naming District as an additional insured insofar as this Agreement is concerned, and provide that written notice shall be given to District at least 30 days prior to cancellation or material change in the form of the policy or reduction in coverage. MLF shall furnish District with a certificate of insurance containing the endorsements required under this section, and District shall have the right to inspect MLF's original insurance policies upon request. Upon notification of receipt of a notice of cancellation, change or reductions in coverage, MLF shall immediately file with District a certified copy of the required new or renewal policy and certificates for such policy.

Nothing in this section concerning minimum insurance requirements shall reduce MLF's liabilities or obligations under the indemnification provisions of this Agreement.

5. COMPLIANCE WITH LAWS. The Property shall not be used or permitted by MLF to be used in violation of any law, ordinance, or regulation. MLF shall maintain the property in compliance with all laws, ordinances, rules, and regulations, including all environmental laws and applications, applicable to the Property enacted or promulgated

by any public or governmental authority or agency having jurisdiction over the Property.

6. INDEMNIFICATION. MLF shall hold harmless, indemnify, and defend District, its officers, trustees, agents, and employees from and against any and all liability, claims, loss damages, penalties, fines and expenses, including attorneys' fees and costs, arising from the death or injury of any person, including any person who is an employee or agent of MLF, or from damage to or destruction of the Property, caused by (1) any cause as a result of MLF's occupancy while the person or property is in or on the Property or in any way connected with the Property or with any improvements or personal property on the Property; (2) some condition of the Property or some building or improvement on the Property as a result of MLF's occupancy; (3) some negligent or other wrongful act or omission on the Property on the part of MLF or any person in, on, or about the Property with the permission and consent of MLF; or (4) any matter connected with MLF's occupation and use of the Property, including, but not limited to, a release of threatened release of hazardous materials, substances or wastes, or other violation of federal, state or local environmental laws or regulations by MLF, its agents, officers, employees, invitees or assigns.

In the event that any action or proceeding is brought against District by reason of any claim or demand discussed in this section, upon notice from District, MLF shall defend the action or proceeding at MLF's expense through counsel reasonably satisfactory to District. The obligations to indemnify set forth in this section shall include reasonable attorney's fees and investigation costs and all other reasonable costs, expenses and liabilities from the first notice that any claim or demand is to be made. MLF's obligation under this section shall not apply to any loss, liability, fine, penalty, forfeiture, cost or damage caused by any negligent or other wrongful act or omission, or by the willful misconduct, of District, its officers, employees, trustees or agents, or an act of God.

7. ASSIGNMENT. MLF shall not encumber, assign, or otherwise transfer this License or a right or interest in this Agreement, without the express written consent of District. Any purported assignment or sublicense without District's express written consent, which consent shall not be unreasonably withheld, shall be void.

8. WAIVER. The waiver, by District, of any breach by MLF of any of the provisions of this Agreement, shall not constitute a continuing waiver or a waiver of any subsequent default or breach by MLF of the same or a different provision of this Agreement.

9. BINDING EFFECT. This Agreement shall be binding on and shall inure to the benefit of the successors and assigns of each of the parties. However, nothing contained in this section shall be construed as a consent by District to any assignment of this License or any interest in the Agreement by MLF.

10. NOTICES. Except as otherwise expressly provided by law, any and all notices or other communications required or permitted by this Agreement or by law to be served on or given either party by the other shall be in writing and shall be deemed duly served and given in any of the following ways: (1) personal delivery to the party to whom

it is directed at the address indicated on the signature page, or (2) deposit in the U.S. Mail, first class postage prepaid to the address indicated on the signature page, or (3) facsimile or email transmission to the address indicated on the signature page with a copy by U.S. Mail, first class postage prepaid. Receipt shall be deemed complete on the earlier of (1) actual receipt, or (2) two days after deposit in the U.S. Mail, or (3) one day after transmission by facsimile or email.

Either party may change its address for purposes of this section by giving written notice to the other party in the manner provided in this section.

11. ATTORNEYS' FEES. Should any litigation be commenced between the parties to this Agreement concerning the Property, this Agreement, or their rights and duties the party prevailing shall be entitled, in addition to other relief granted in the litigation, to a reasonable sum for its attorneys' fees, as determined by the court in that litigation or any separate action brought for that purpose. The parties agree that any litigation commenced under this Agreement shall be brought in the Superior Court of Kern County.

12. ENTIRE AGREEMENT. This Agreement, including any exhibits or schedules referred to in this Agreement constitutes the final, complete and exclusive statement of the terms of the agreement between the parties pertaining to the licensing of the Property described. It supersedes all prior and contemporaneous understandings or agreements of the parties. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation or warranty outside those expressly set forth in this Agreement.

13. AMENDMENT. The provisions of this Agreement may be modified only by mutual agreement of the parties. No modification shall be binding unless it is in writing and signed by the party against whom enforcement of the modification is sought.

14. SEVERABILITY. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect and shall in no way be impaired or invalidated.

(signatures on following page)

Kern Community College District
(District)
2100 Chester Avenue
Bakersfield, CA 93301
Facsimile #: 661-336-5178
Email: debmarti@kccd.edu

By: _____
Deborah A Martin
Chief Financial Officer

Date: _____

Mammoth Lakes Foundation
(MLF)
100 College Parkway
Post Office Box 1815
Mammoth Lakes, CA 93546
Facsimile: 760-934-6019
Email: rich@mammothlakesfoundation.org

By: _____
Rich Boccia
Executive Director

Date: _____

Memorandum of Understanding Between The Mammoth Lakes Foundation (MLF) & XXXXXXXX

Att #7

The intent of this Memorandum of Understanding (MOU) is to delineate a number of business terms that will govern the relationship between XXX and MLF with respect to utilization and programming of the facility management, programming, and resident company relationships with respect to the Mammoth Arts and Cultural Center's performing arts center, hereby referred to in this document as the MACC.

By signing this MOU the parties acknowledge agreement to these terms.

Goals: The parties acknowledge the stated goals of the MACC and agree to work in partnership to achieve them.

- ✓ The MACC hosts frequent activities and performances for the public.
- ✓ The MACC is sustainably operated by professional management.
- ✓ The MACC is maintained and equipped at the highest standard affordable.
- ✓ The MACC enables MLF's arts programming and the Resident Companies – including XXX- to develop and grow institutional capacity including earned and contributed revenue that supports organizational growth, artistic achievement, and community impact.

Expectations: In order for the MACC to be successful and achieve the stated goals, all parties must be willing to accept compromises, respect the goals and ambitions of each individual organization, and to work collaboratively for the betterment of all. XXX, as a resident company, and MLF will communicate frequently concerning scheduling, programming, and marketing in order to avoid conflicts and to encourage collaboration.

Standard of care: While it is acknowledged that MLF is the sole owner of the MACC, and therefore bears ultimate responsibility, XXX and MLF agree to work in partnership to insure the building, its equipment, and grounds are maintained in a safe, clean, and sustainable fashion at all times.

XXX terms of use:

- Resident Company Status: the status of Resident Company is awarded or removed exclusively at the discretion of the MLF board of directors. The MLF board will only award this status to organizations that are engaged in artistic pursuits that it deems to be in-line with MLF's mission and values, that are – or would be- frequent users of the MACC, have the capacity to attract audiences, and positively impact the community.

Signing of this MOU by MLF constitutes acknowledgement that XXX has been accepted as a Resident Company of the MACC as determined by vote of the MLF board of directors.

- Resident Company Minimum Activity Requirement: As one of the principle goals of the MACC is to provide a wide array of programming and to offer events and performances to the public frequently, XXX agrees to provide a minimum of 12 days

of public, paid, and ticketed performances on the mainstage and amphitheater and will make considerable effort to fill the house through promoting performances within the Mammoth Lakes community, throughout Mono County, and beyond. These efforts should include some or all of the following: direct mail, posters and flyers, print advertising, on-line advertising, radio and/or television advertising, website promotion, and social media.

- Priority access to dates: MLF (including MLRT and the MLFF), XXX and any other organizations deemed by the MLF board to be Resident Companies will share first priority access to calendar dates as the Resident Companies of the MACC.
- Scheduling: MLF and the Resident Companies will convene on a bi-annual basis (every six months) for collaborative booking summits, where Resident Companies will have the opportunity to place holds on dates on a three-year (36-month), rolling basis. These meetings are the forum for negotiating dates with all resident users of the MACC. MLF staff will organize and facilitate these summit meetings.
- Third party access to dates: Third party (non-resident company) users may place calendar holds up to 18 months in advance and after MLF and Resident Companies have placed all holds. Dates and spaces held by Resident Companies and MLF are not available for third party rentals unless and until dates are released by the holder.
- Calendar holds: All calendar holds are determined “soft holds” until a deposit is paid, a contract for use is signed, and proof of insurance secured. However, soft holds by Resident Companies and MLF programs insure a right of first refusal for those dates.
- Non-competitive or duplicative programming: MLF will, from time to time, host touring artists at the MACC. MLF represents that it will limit its programming to content that does not directly compete or duplicate the content offered by Resident Companies. During the bi-annual summits MLF and Resident Companies may express any concerns regarding programming that may be perceived in the marketplace to be competitive, duplicative, or redundant.
- Conflict resolution: Every attempt should be made to resolve any and all disputes regarding content and scheduling during the bi-annual summits. If disputes cannot be resolved during the summit, the executive directors and one board member of each Resident Company shall convene with the executive director and a board member of MLF at the same time and place to attempt to resolve the issue. If disputes still cannot be resolved at a secondary meeting, the issue will be presented to the MLF board of directors. As owner of the building, the MLF board of directors has ultimate authority in resolving any dispute.

- Rent for use of space: Resident Companies will pay rent to MLF on a per event/per use basis. Resident Companies will pay the lowest rate available, generally 50% below rates offered to commercial or private users. Sample rental rates can be reviewed in the most current version of MLF's business plan for the MACC. Actual rates will be set at least 12 months prior to opening of the facility. Once set, rates will remain in place for a minimum of three years for Resident Companies.
- Rental rate adjustments: Rental rates for Resident Companies can be reset every two years based on adjustments to the Consumer Price Index and actual operating cost increases or decreases. MLF will notify Resident Companies of its intent to adjust rental prices at least six months in advance of implementing any changes for the next three-year period. MLF reserves the right to adjust MACC rental and fee pricing for non-Resident Company users at any time.
- Insurance: Resident Company users will provide proof of insurance coverage at a level to be determined by MLF's insurance provider.
- Services and Chargebacks: MLF will be the exclusive provider of box office, front of house, and back of house services for all Resident Company events in the MACC. These services will be billed to Resident Companies at MLF's cost (including hourly pay, taxes, workers compensation insurance, payroll costs, and benefits). This applies to all events, meetings, performances and uses of the MACC, including free and non-paid events.
- Resident Company provided labor: As a cost savings, Resident Companies may have their own staff and/or volunteers operate MACC equipment and supervise backstage and front of house operations *subject to written approval from MACC Technical Staff and the MLF Executive Director*. Resident Companies approved to use their own staff/volunteers, are still required to reimburse MACC supervisors, who are required to be on-site for all public events. Generally, MLF will provide at least two supervisors for public events – backstage/production, and front of house. MLF, as owner of the building, has ultimate authority regarding staffing for events.
- Concessions: Food and beverage labor will be provided by MLF and MLF will retain all proceeds from sales unless agreed upon otherwise. Per state Alcoholic Beverage Control statute, all alcohol will be licensed and sold by MLF with no exceptions and the resulting revenue will be retained by MLF. Non-alcoholic beverages and food items may be sold by Resident Companies as long as they comply with county health regulations, stage their own services area including food storage, use their own point of sale system, etc. In this case, MLF may charge the company an additional cleaning fee.
- Ticket fees: MLF will charge a facility fee on all tickets purchased for all events in the MACC including Resident Company public performances. MLF intends to initiate a

fee of \$2.50 and increase annually up to a ceiling of \$4.00. Additional increases may be imposed pending financial needs and market conditions at the discretion of the MLF board of directors. Free events for young audiences will not be charged the fee.

- Rental waiver grants: Free uses of the MACC may be secured by Resident Companies on a three-year basis based on applications that address the following criteria:
 - Artistic and/or educational field trip performances and/or presentations being offered free of charge and free of solicitation to young people, their parents, teachers, and other attendees during school days and hours.
 - Other events deemed in-line with MLF mission and values may be submitted for consideration.
 - Approval will not be unreasonably denied for Resident Companies.
 - MLF board approves applications.
- Collaborative funding efforts: Resident Companies agree to work with MLF staff to identify and secure funding to support free and subsidized programs and cover facility-related costs such as utilities, staffing, wear/tear, etc. normally covered by rent and other fees. MLF agrees to work jointly with Resident Companies, providing documentation and other supporting materials as needed to assist the Resident Companies in securing such funding to support production costs of Resident Companies.
- Collaborative marketing efforts: Resident Company events will be promoted in all online and print materials which promote the activities of the MACC. To be included in MLF funded marketing materials and collateral, Resident Companies agree to provide necessary information and materials to MLF's marketing staff or contractors in a timely and professional manner and in advance of deadlines. The inclusion of Resident Companies in MACC marketing materials will be provided free of charge to the extent possible. The parties acknowledge that from time to time there may be additional marketing opportunities – such as the purchasing of print or on-line advertising – that the parties may wish to jointly pursue and share the costs thereof.
- Other shared services: The parties acknowledge that there may be additional shared opportunities that arise and that these should be explored for the good of the whole.
- Term of agreement: The term of this MOU shall be for the first three years of the MACC's operations and the preceding years of planning prior to the facility's opening (the time between signing of this MOU and opening). This MOU may be renegotiated every three years thereafter or extended for as long as the parties agree.

- Renegotiation and amendments: Any subsequent renegotiating or adding of amendments to this resident company agreement between XXX and MLF shall require approval, by vote, of both organization's boards of directors. Renegotiation may occur prior to the expiration of the two-year term of this agreement, however, both boards must first agree in writing to re-opening such negotiations. A letter may be issued by one party to the other requesting renegotiation or the adding of amendments. The request letter shall be signed by the requesting party's board president or chairperson and one other officer of the board. To accept the request and open renegotiation, the receiving party's board president or chairperson and one other officer of the board will countersign the request letter.
- Termination of MOU: this agreement shall be determined null and void if the minimum activity requirement is not met or other terms are not complied with as determined by either party's board of directors. Furthermore, either party may request termination of this agreement at any time for any reason, subject to written notification at least 60 days in advance. Such notification must be signed by the requesting organization's board president or chairperson and one other officer of the board. A termination request shall include a description of financial provisions to be made by the requesting party to compensate for any lost revenues or unrecoverable expenditures of the other party.

This MOU is AGREED and ACCEPTED by the undersigned. By signing this agreement, the undersigned certify that a passing vote of the board of directors of their organization has been taken and that approved meeting minutes of the event are available to the other party upon request.

FOR Mammoth Lakes Foundation.

By : _____ Date: _____

Board President

By : _____ Date: _____

Board Secretary

By : _____ Date: _____

Executive Director



**Mammoth Lakes
Foundation**

FOR XXX

By : _____

Date: _____

Board President

By : _____

Date: _____

Board Secretary

By : _____

Date: _____

Executive Director

01.22.2020

Mammoth Lakes Foundation

Employee Handbook

AH #8

~~October 14, 2019~~ February 1, 2020 DATE 2020

100 College Parkway

Post Office Box 1815

Mammoth Lakes, California 93546 - 1815



760.934.3781

Acknowledgement of Receipt of Mammoth Lakes Foundation Employee Handbook

I acknowledge that I have received a copy of the Mammoth Lakes Foundation Employee Handbook ("Handbook"). I understand that I am responsible for reading and abiding by all policies and procedures in this Handbook, as well as other policies and procedures of Mammoth Lakes Foundation.

~~I expressly agree to the provisions of Part 7, Dispute Resolution, of the Handbook, in which I have agreed to use alternative dispute resolution, in lieu of litigation, as the sole means of resolving any dispute that may arise between Mammoth Lakes Foundation and me, subject to Mammoth Lakes Foundation's right to seek injunctive relief. I understand that by agreeing to arbitration I waive any right I may have to sue or seek a jury trial. The decision of the arbitrator will be final and binding^[BNI].~~

Signature

Date

Please print your full name

Please sign and date one copy of this notice, and return it to the Executive Director. Retain a second copy for your reference.

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Introduction

This handbook is intended to inform employees of the basic personnel policies and practices that govern employment at the Mammoth Lakes Foundation (referred to as “Mammoth Lakes Foundation” “MLF” or the “Company”) at the time of publication. All previously issued handbooks and any inconsistent policy statements or memoranda are superseded by this handbook. It is not intended to create a contract of continued employment between Mammoth Lakes Foundation and any of its employees, and, with the exception of the policy of at-will employment, it is not intended to create any legally enforceable obligations on the part of Mammoth Lakes Foundation. This manual is not an exhaustive presentation of Mammoth Lake Foundation’s policies, procedures or benefits and may be supplemented by other personnel documents, written practices, guidelines, publications and updates.

Other than the policy of at-will employment, Mammoth Lakes Foundation may revise, modify, delete or add to any policies, procedures, work rules or benefits mentioned in this manual or in any other document relating to Mammoth Lake Foundation’s personnel policies at any time at its sole and absolute discretion. Any such changes must be in writing and signed by the Executive Director or the MLF Board President. No oral statements or representations can in any way alter the provisions of this manual.

Part 1 – Getting Started

Recruitment and Hiring

Mammoth Lakes Foundation’s primary goal when recruiting new employees is to fill vacancies with persons who have the best available skills, abilities, or experience needed to perform the work. Decisions regarding the recruitment, selection, and placement of employees are made based on job-related criteria.

When positions become available, qualified current employees are encouraged and are welcome to apply for the position. As openings occur, notices relating general information about the position are posted. The manager of the department with the opening will arrange interviews with employees who apply.

We encourage current employees to recruit new talent for Mammoth Lakes Foundation.

Employment Classifications

The following terms will be used to describe employment classifications and status:

Exempt Employee

An exempt employee is a salaried employee who holds an administrative, professional, or management position. Exempt employees are not subject to the overtime pay provisions of the federal Fair Labor Standards Act (FLSA) and the California Labor Code and Wage Orders. Certain outside sales persons and a few other job categories are also exempt. Exempt employees are not eligible for overtime compensation.

Non-Exempt Employee

Most hourly employees are non-exempt employees. Employees who are not administrative, professional, or managerial employees (as defined by the U.S. Department of Labor and the California Wage Orders) are generally not exempt from the FLSA or California overtime provisions. Non-Exempt employees do earn approved overtime compensation.

Full-Time Employee

Full-time employees are those who are regularly scheduled to work a minimum of 40 hours per week.

Part-Time Employee

Part-time employees are those who are regularly scheduled to work at least 20 but fewer than 40 hours per week. Part-time employees are not eligible for Mammoth Lakes Foundation paid benefits.

Temporary Employee

Employees hired for an interim period usually to fill in for vacations, leaves of absence, or projects of a limited duration. Temporary employees are not eligible for benefits. Temporary employees include interns and co-op students.

Independent Contractor

Persons hired by Mammoth Lakes Foundation to perform a particular job, typically for a limited time period. Independent contractors are not eligible for benefits and they are not employees of Mammoth Lakes Foundation.

New Hires and Introductory Period

The first ninety (90) days of employment in accordance with the assigned work week at MLF is considered an introductory period. During this time, you will learn your responsibilities, get acquainted with fellow employees and determine whether you are satisfied with your job. Also, during this time, your supervisor will closely monitor your performance.

During this introductory period, the Executive Director(s) will review and evaluate your performance. If MLF finds your performance satisfactory and decides to continue your employment, your supervisor will advise you accordingly, identify any improvements expected and discuss notable strengths you have brought to the job.

Completion of the introductory period does not entitle you to remain employed by MLF for any definite period of time. Both you and MLF are free, at any time, with or without advance notice and with or without cause, to end the employment relationship and your compensation.

Equal Employment Opportunity

Mammoth Lakes Foundation is an equal opportunity employer. We will extend equal opportunity to all individuals without regard to race, religion, color, sex, national origin, age, military status, veteran status, mental or physical disability, genetic information, ancestry, medical condition, marital or domestic partnership status, pregnancy status, gender identity, gender expression, sexual orientation, or any other characteristic protected by law. Our policy reflects and affirms Mammoth Lakes Foundation's commitment to the principles of fair employment and the elimination of all discriminatory practices. Details of our equal employment opportunity policies are further explained in Part 3 below.

Your Employment Relationship with Mammoth Lakes Foundation

All employment at Mammoth Lakes Foundation is "at-will." This means that both employees and Mammoth Lakes Foundation have the right to terminate employment at any time, with or without notice, and with or without cause. At-will employment also means that Mammoth Lakes Foundation may make decisions regarding other terms of employment, including but not limited to demotion, promotion, transfer, compensation, benefits, duties, and location of work, at any time with or without cause or advance notice. No one other than the Executive Director or the MLF Board President has the authority to alter this arrangement, to enter into an agreement for a specified period of time, or to make any agreement contrary to this policy. Any such agreement must be in writing, signed by the Executive Director or the MLF Board Chair and by the affected employee and expressly titled, "Modification of At-Will Employment."

Devotion to Business of Employer

All full time employees shall devote their entire productive time, ability, and attention to the business of the employer during the term of their employment with Mammoth Lakes Foundation.

Orientation and Training

To help you become familiar with Mammoth Lakes Foundation and our way of doing things, Mammoth Lakes Foundation will provide an orientation and training session within the first few days after you begin work. Some of the content of the session will depend in large part on the nature of your responsibilities, while other parts will be applicable to all employees. In addition, Mammoth Lakes Foundation may periodically offer additional training or educational programs. Some programs may be voluntary, while others will be required.

Immigration Law Applicable to All Employees

Mammoth Lakes Foundation complies with the Immigration Reform and Control Act of 1986 by employing only U.S. citizens and non-citizens who are authorized to work in the United States. All employees are required to provide original documents verifying the right to work in the United States and to sign a verification form required by federal law (Form I-9) within the first three (3) days of employment. If you cannot verify your right to work in the United States within three (3) days of hire, Mammoth Lakes Foundation is required by law to terminate your employment.

Hours of Work

The work week is generally from Monday through Friday, with normal operating hours from 9:00 a.m. to 5:00 p.m., with time for lunch, to meet the minimum eight (8) hour work day and a 40-hour work week for all full time employees. Non-exempt employees are required to take a 30-minute unpaid meal period after working no more than 5 hours and a two ten minute paid rest periods are available to be taken, preferably at the midpoint of each four-hour period of work in a work day.

Flex Time

Mammoth Lakes Foundation recognizes that many employees need flexibility in work schedules in order to meet child care and other needs. Core hours are 9:30 a.m. to 2:30 p.m. and all employees should be at work during those hours. Within the structure of the core hours, you may schedule your eight-hour work day as you choose, providing the nature of your job permits such flexibility and your supervisor approves your schedule.

Overtime for Non-Exempt Employees

Because of the nature of our business, and your non-exempt employment status, your job may periodically require overtime work and you will be paid for such overtime hours as required by applicable federal and state law. If Mammoth Lakes Foundation requires that you work overtime, we will give you as much advance notice as possible. You should not work overtime hours without prior approval by your manager.

Attendance and Punctuality

It is important for you to report to work on time, to remain at work throughout your work day, and to avoid unnecessary absences. Mammoth Lakes Foundation recognizes that illness or other circumstances beyond your control may cause you to be absent from work from time to time. However, frequent absenteeism or tardiness may result in disciplinary action up to and including discharge. Excessive absenteeism or frequent tardiness puts an unnecessary strain on your coworkers and can have a negative impact on the success of Mammoth Lakes Foundation.

You are expected to report to work when scheduled. Whenever you know in advance that you are going to be absent, you should notify your immediate supervisor, or the designated manager, or at this time, the Executive Director (760-709-6616). If your absence is unexpected, you should attempt to reach your immediate supervisor as soon as possible, but in no event later than one hour before you are due at work. In the event your immediate supervisor is unavailable, you must speak with a manager. If you must leave a voicemail, you must provide a number where your supervisor may reach you if need be.

You are expected to be at your workstation at the beginning of each business day. If you are delayed, you must call your immediate supervisor to state the reason for the delay. As with absences, you must make every effort to speak directly with a manager. Regular delays in reporting to work will result in disciplinary action up to and including discharge.

Inclement Weather

Mammoth Lakes Foundation is open for business unless there is a government-declared state of emergency or unless you are advised otherwise by your supervisor. There may be times when we will delay opening and on rare occasions, we may have to close. Use common sense and your best judgment, however, when traveling to work in inclement weather.

In the event that Mammoth Lakes Foundation's facilities are closed by Mammoth Lakes Foundation or the government, employees will be paid for the day. If Mammoth Lakes Foundation's facilities are open and you are delayed getting to work or cannot get to work at all because of inclement weather, the absence will be charged to (1) personal/sick time, (2) vacation time, or (3) unpaid time off, in that order. You should always use your judgment about your own safety in getting to work.

When potentially dangerous weather develops during the day and a decision is made by Mammoth Lakes Foundation to close early, you will be compensated for the full day.

When severe weather develops or is anticipated to develop during the day and a decision is made by management to close before 5:00 p.m., you will be compensated as if you had worked to the end of your regularly scheduled hours for that day. If you elect to leave prior to the time Mammoth Lakes Foundation closes, you will be required to use personal/sick time or vacation time in an amount equal to the number of hours between the time you left and the time the office closed in order to be paid in full for the work day.

Dress Code and Public Image

As an employee of Mammoth Lakes Foundation, we expect you to present a clean and professional appearance when you represent us, whether you are in or outside of the office. You are, therefore, required to dress in appropriate business attire and to behave in a professional, businesslike manner. It is essential that you act in a professional manner and extend the highest courtesy at all times to co-workers, visitors, customers, vendors and clients. A cheerful and positive attitude is essential to our commitment to extraordinary customer service and exceptional quality.

The current dress code is business-casual. Please keep in mind, however, that Mammoth Lakes Foundation is a professional business office, where clients and others often visit. Generally, clean, neat clothing is acceptable. However, torn jeans or other torn clothing and tee shirts with inappropriate verbiage or pictures are not appropriate casual attire. As always, please use common sense in your choice of business-casual attire and the use of appropriate language at all times.

Work Space

Employees are responsible for maintaining the workspace assigned to them. A clean, orderly workspace provides an environment conducive to working efficiently. Employees should keep in mind that their workspace is part of a professional environment that portrays Mammoth Lakes Foundation's overall dedication to providing quality service to its clients. Therefore, your workspace should be clean, organized and free of items not required to perform your job.

Equipment

Certain equipment is assigned to staff depending on the needs of the job, such as a personal computer, printer and access to our central computers and servers. This equipment is the property of Mammoth Lakes Foundation and cannot be removed from the office without prior approval from your supervisor. It is expected that you will treat this equipment with care and report any malfunctions immediately to staff members equipped to diagnosis the problem and take corrective action. This also includes the use of the ~~company~~ Company truck which may be used for approved business as associated with an event or a project that supports our mission.

Personnel Records

It is important that Mammoth Lakes Foundation maintain accurate personnel records at all times. You are responsible for notifying your immediate supervisor or the Human Resources Department of any change in name, home address, telephone number, marital status, and number of dependents, immigration status, or any other pertinent information. By promptly notifying Mammoth Lakes Foundation of such changes, you will avoid compromise of your benefit eligibility, the return of W-2 forms, or similar inconvenience.

Performance and Salary Reviews

You will have your first performance review at the end of your first six (6) months of employment with Mammoth Lakes Foundation. Thereafter, performance reviews will normally be conducted annually on or about your anniversary date. All performance reviews will be completed in writing by your supervisor or manager on the form designated by Mammoth Lakes Foundation, and reviewed during a conference with you. Factors considered in your review include the quality of your job performance, your attendance, meeting the requirements of your job description, dependability, attitude, ~~eooperation~~ cooperation, compliance with employment policies, professional conduct, any disciplinary actions and year-to-year improvement in overall performance. Compensation increases may be provided by Mammoth Lakes Foundation at its discretion in consideration of various factors, including your performance review.

Part 2 – Our Policies and Practices

Internet Access

Access to the Internet is provided primarily for work-related activities or approved educational / training activities. Incidental and occasional personal use and study use is permitted. This privilege should not be abused and must not affect a user's performance of employment-related activities.

Mammoth Lakes Foundation email and Internet system is the property of Mammoth Lakes Foundation. By accessing the Internet, Intranet and electronic mail services through facilities provided by Mammoth Lakes Foundation, you acknowledge that Mammoth Lakes Foundation by itself or through its Internet Service Provider may from time to time monitor, log, and gather statistics on employee Internet activity and examine all individual connections and communications for internal purposes only.

Responsibilities and Obligations

Employees may not access, download or distribute material that is in breach of the law, or which others may find offensive or objectionable, such as material that is sexually explicit, violent, harassing or discriminatory.

You must respect and comply with copyright laws and intellectual property rights of both Mammoth Lakes Foundation and other parties at all times. When using web-based sources, you must provide appropriate attribution and citation of information to the websites. Software must not be downloaded from the Internet without the prior approval of qualified persons within Mammoth Lakes Foundation.

Violation of this Policy

In all circumstances, use of Internet access and email systems must be consistent with the law and Mammoth Lakes Foundation policies. Violation of this policy is a serious offense and, subject to the requirements of law, may result in a range of sanctions from restriction of access to electronic communication facilities to disciplinary action, up to and including dismissal.

Email

The email system is the property of Mammoth Lakes Foundation and as such, is subject to monitoring. System monitoring is done for your protection and the protection of the rights or property of the provider of these services. All emails are archived on the server in accordance with our records retention policy, and all emails are subject to review by Mammoth Lakes Foundation. You may make limited use of our email system for personal business matters, so long as such use is kept to a minimum and does not interfere with your work.

Electronic mail is like any other form of business communication, and may not be used for discriminatory, harassing or other purposes that violate Mammoth Lakes Foundation policies or applicable law. Your email account is a privilege provided by Mammoth Lakes Foundation and is our property. Remember that when you send email from a Mammoth Lakes Foundation domain, you represent Mammoth Lakes Foundation whether your message is business-related or personal.

Telephones and Texting

Personal use of Mammoth Lakes Foundation's telephone for long-distance and toll calls is permitted only with the permission of management. Personal calls must be kept at a minimum, whether made on a ~~company~~ Company phone or a personal cell phone.

Cell phones shall be turned off or set to silent or vibrate mode during meetings, conferences and in other locations where incoming calls or texting may disrupt normal workflow.

Employees may carry and use personal cell phones while at work on a sporadic basis. If employee's use of a personal cell phone causes disruptions or loss in productivity, the employee may become subject to disciplinary action per ~~company~~ Company policy.

Personal cell phones may be used for ~~company~~ Company business on a sporadic basis. Employees may be reimbursed for the incoming calls to their personal cell phones if the Mammoth Lakes Foundation's main telephone system is unavailable to the employee.

Smoking and Vaping

In order to provide a safe and comfortable working environment for all employees, smoking and vaping is strictly prohibited at all times inside any Mammoth Lakes Foundation building or other business location.

Drug-Free Workplace

Mammoth Lakes Foundation takes seriously the problem of drug and alcohol abuse, and is committed to providing a substance abuse-free workplace for its employees. Substance abuse of any kind is inconsistent with the behavior expected of our employees, subjects all employees and visitors to our facilities to unacceptable safety risks, and undermines our ability to operate effectively and efficiently.

Any employee who is convicted of any violation of drug or alcohol laws shall notify the Executive Director or the MLF Board Chair within five (5) days of the date of conviction. A conviction includes a finding of guilt, including a plea of no contest, or imposition of sentence, or both.

Substance Abuse

Substance abuse is a serious problem adversely affecting the lives of millions of Americans, corporate profits, organizational effectiveness, and our nation's ability to compete in the world economy.

Mammoth Lakes Foundation recognizes alcohol and drug abuse as potential health, safety and security problems. Mammoth Lakes Foundation expects all employees to assist in maintaining a work environment free from the effects of alcohol, drugs or other intoxicating substances. Compliance with this substance abuse policy is a condition of employment, and violations of the policy may lead to discipline up to and including discharge.

All employees are prohibited from engaging in the unlawful manufacture, possession, use, distribution or purchase of illicit drugs, alcohol or other intoxicants, as well as the misuse of prescription drugs on Mammoth Lakes Foundation premises or at any time and any place during working hours. If a Foundation event includes the availability of alcohol, employees must still behave in a professional and responsible manner and public drunkenness or other behavior related to use of alcohol in a Foundation related setting will not be tolerated and is grounds for disciplinary action up to and including termination of employment. All employees are required to report to their jobs in appropriate mental and physical condition, ready to work.

Employees who believe they may have an alcohol or substance abuse problem are encouraged to seek appropriate professional assistance. You may inform the Executive Director for assistance in seeking help to address substance abuse.

When work performance is impaired, admission to or use of a treatment or other program does not preclude appropriate action by Mammoth Lakes Foundation.

Any violator of this substance abuse policy will be subject to disciplinary action up to and including termination of employment. Further, any off duty activity, including drug or alcohol related behavior, that leads to your arrest or that otherwise causes potential embarrassment to Mammoth Lakes Foundation may be grounds for discipline up to and including termination.

Safety and Accident Rules

Safety is a joint venture at Mammoth Lakes Foundation. We strive to provide a clean, hazard-free, healthy, safe environment in which to work and make every effort to comply with all relevant federal, state and local occupational health and safety laws, including the federal Occupational Safety and Health Act (OSHA) as well as the state Cal-OSHA requirements. As an employee, you have a duty to comply with the safety rules of Mammoth Lakes Foundation, and you are expected to take an active part in maintaining this hazard-free environment. You should observe all posted safety rules, adhere to all safety instructions provided by your supervisor and use safety equipment where required. Your workspace should be kept neat, clean and orderly. You are required to report any accidents or injuries – including any breaches of safety guidelines – and to promptly report any unsafe equipment, working condition, process or procedure to a supervisor.

Medical Procedures

If you become ill or get hurt while at work, you must notify your manager immediately. Failure to do so may result in a delay or loss of eligibility for benefits under the state workers' compensation law. Mammoth Lakes Foundation is concerned about the physical well-being of its staff and encourages all employees to have periodic physical examinations. Check your health plan documents to determine coverage. When appropriate and permissible under applicable law, Mammoth Lakes Foundation may also request that a physician examine you whenever conditions make this desirable for your protection or that of Mammoth Lakes Foundation. Mammoth Lakes Foundation pays for physical examinations administered at the request of Mammoth Lakes Foundation.

Travel

It is the policy of Mammoth Lakes Foundation to reimburse staff for reasonable and necessary expenses incurred in connection with approved travel on behalf of Mammoth Lakes Foundation. Mammoth Lakes Foundation strongly encourages use of travel discounts when making travel arrangements.

Travelers seeking reimbursement should incur the lowest reasonable travel expenses and exercise care to avoid impropriety or the appearance of impropriety. Reimbursement is allowed only when reimbursement has not been, and will not be, received from other sources. If a circumstance arises that is not specifically covered in this travel policy, then the most conservative course of action should be taken.

Business travel policies are aligned with company-Company reimbursement rules. All business-related travel paid with Mammoth Lakes Foundation funds must comply with company-Company expenditure policies.

Staff travel must be authorized. Travelers should verify that planned travel is eligible for reimbursement before making travel arrangements. Within 30 days of completion of a trip, the traveler must submit a Travel Reimbursement form and supporting documentation to obtain reimbursement of expenses.

An individual may not approve his or her own travel or reimbursement. The Travel Reimbursement form must be signed by the Executive Director or the MLF Board President.

Designated approval authorities are required to review expenditures and withhold reimbursement if there is reason to believe that the expenditures are inappropriate or extravagant.

Credit Card

Mammoth Lakes Foundation issues a business credit card for staff to use for legitimate business purposes. A policy has been created for employees to sign off on if they wish to have a Foundation Business Credit Card with the policy including two purposes:

1. To ensure that Foundation transactions are carried out as effectively as possible through the use of credit cards as aligned with the mission of the Foundation.
2. To guard against any possible abuse or fraud of Foundation issued credit cards.

Part 3 – Equal Employment Opportunity

Discrimination Is Prohibited

Mammoth Lakes Foundation is an equal opportunity employer and makes all employment decisions without regard to race, religion, color, sex, national origin, age, military status, veteran status, mental or physical disability, genetic information, ancestry, medical condition, marital or domestic partnership status, pregnancy status, gender identity, gender expression, sexual orientation, or any other characteristic protected by law. This policy applies to all terms and conditions of employment, including but not limited to, hiring, placement, promotion, termination, layoff, recall, transfers, and leaves of absence, benefits, compensation and training. We seek to comply with all applicable federal, state and local laws related to discrimination.

Mammoth Lakes Foundation makes decisions concerning employment based strictly on an individual's qualifications and ability to perform the job under consideration, the comparative qualifications and abilities of other applicants or employees, and the individual's past performance within the organization.

If you believe that an employment decision has been made that does not conform with management's commitment to equal opportunity, you should promptly bring the matter to the attention of the Executive Director or the MLF Board Chair. Your complaint will be thoroughly investigated. There will be no retaliation against any employee who files a complaint in good faith, even if the result of the investigation produces insufficient evidence to support the complaint.

Individuals with Disabilities

Mammoth Lakes Foundation is committed to providing equal employment opportunities to qualified individuals with disabilities. This may include providing reasonable accommodation where appropriate in order for an otherwise qualified individual to perform the essential functions of the job including in the application process. It is the responsibility of the applicant or employee to notify Mammoth Lakes Foundation of the need for accommodation. Upon doing so, a Mammoth Lakes Foundation representative may ask for your input on the type of accommodation you believe may be necessary or the functional limitations caused by your disability. Also, when appropriate, we may need your permission to obtain additional information from your physician or other health care professionals. All medical information received by Mammoth Lakes Foundation in connection with a request for accommodation will be treated as confidentially as possible under the circumstances.

Workplace Harassment

Mammoth Lakes Foundation believes that all employees, participant, interns, volunteers, applicants, vendors, and clients should be able to enjoy a work environment free from discrimination, harassment, retaliation, or abusive behavior. These forms of misconduct can undermine the integrity of the employment relationship. Mammoth Lake Foundation's non-discrimination policy applies to all employees, participants, interns, and volunteers, and extends to all phases of employment, including recruitment, screening, referral, hiring, training, promotion, discharge or layoff, rehiring, compensation and benefits.

Mammoth Lakes Foundation believes in respecting the dignity of every employee and expects every employee to show respect for all of Mammoth Lakes Foundation's colleagues, clients, and vendors. Respectful, professional conduct furthers our mission, promotes productivity, minimizes disputes, and enhances its reputation. Mammoth Lakes Foundation is thus committed to providing a work environment that is free of

discrimination, including harassment, retaliation and abusive conduct that is based on any legally protected status. Mammoth Lakes Foundation will not tolerate any verbal or physical conduct that violates this policy.

Mammoth Lakes Foundation prohibits harassment, discrimination, abusive behavior, and retaliation by supervisors, managers, co-workers and volunteers, as well as by third-parties such as vendors, program participants or clients. This prohibition includes harassment based on sex (including pregnancy, childbirth, breastfeeding or related medical conditions), race, religion (including religious dress and grooming practices), color, gender, gender identity, gender expression, national origin or ancestry, physical and/or mental disability, medical condition, genetic information, marital status, registered domestic partner status, age, sexual orientation, military and/or veteran status, or any other basis protected by federal, state or local law or ordinance or regulation. Abusive conduct may include repeated infliction of verbal abuse, such as the use of derogatory remarks, insults, and epithets, verbal or physical conduct that a reasonable person would find threatening, intimidating, or humiliating, or the gratuitous sabotage or undermining of a person's work performance. A single act shall not constitute abusive conduct, unless especially severe and egregious.

Prohibited unlawful behavior also includes, but is not limited to:

1. Verbal conduct such as epithets, derogatory jokes or comments, slurs or unwanted sexual advances, invitations or comments;
2. Visual conduct such as derogatory and/or sexually oriented posters, photography, cartoons, drawings, e-mail, faxes or gestures;
3. Physical conduct such as assault, unwanted touching, blocking normal movement or interfering with work because of sex, race or any other protected basis;
4. Threats and demands to submit to sexual requests as a condition of continued employment or to avoid some other loss and offers of employment benefits in return for sexual favors;
5. Retaliation for having reported or threatened to report discrimination or harassment;
6. Abusive conduct of an employer or employee in the workplace, with malice, that a reasonable person would find hostile, offensive, and unrelated to an employer's legitimate business interests; or
7. Any combination or derivative of the above actions which cause ill repute or a negative impact to the workplace culture or reputation of our workplace.

Any employee, intern, volunteer, applicant, vendor, or client, who feels he or she has been discriminated against or harassed due to his or her sex or any other protected classification should report such incidents to his or her supervisor or manager, the Executive Director or the MLF Board Chair without fear of reprisal. Reasonable steps will be taken to maintain confidentiality and to restrict access to such information to persons with a need to know. If the source of the alleged discrimination, harassment, retaliation or abusive conduct is the Executive Director or the CEO/President, then the report of incidents should be sent to the Board.

Manager/Supervisor Responsibility

Each Mammoth Lakes Foundation supervisor and manager has a responsibility to keep the workplace free of any form of harassment, and in particular, sexual harassment. No supervisor or manager is to threaten or insinuate, either explicitly or implicitly, that an employee's refusal or willingness to submit to sexual advances will affect the employee's terms or conditions of employment. Further, supervisors and managers are required

to report any complaints of violations of the policy to the Executive Director or the MLF Board Chair, so that a prompt internal investigation may occur.

Mammoth Lakes Foundation will take timely action and will fairly investigate discrimination and harassment claims. In determining whether alleged conduct constitutes unlawful behavior under the Fair Employment and Housing Act (FEHA), the totality of the circumstances, the nature of the conduct and the context in which the alleged incidents occurred will be investigated. The Executive Director or his designate has the responsibility of investigating and resolving complaints of discrimination, harassment, retaliation, and abusive conduct. If the allegations involve the Executive Director or the MLF Board Chair, at its own discretion, will designate the appropriate person to investigate the allegations and report its findings directly to the Board.

Responsibility to Report Inappropriate Conduct

An employee, who becomes aware of, observes, or who has been subjected to any form of harassment, discrimination, or abusive behavior by an employee, student, intern, volunteer, applicant, vendor, or client has a responsibility to report or make a complaint about the situation as soon as possible.

The employee should make the report or complaint about that conduct to his or her supervisor, another member of management, or to the Executive Director or MLF Board Chair as soon as practicable. Employees are not required to approach the person who is harassing or discriminating against them, and they may bypass any offending member of management to report such conduct. Supervisors will refer all complaints involving harassment or other prohibited conduct to the Executive Director or the MLF Board Chair. Mammoth Lakes Foundation will immediately undertake a timely, thorough, and objective investigation of the allegations.

Any person at Mammoth Lakes Foundation who engages in inappropriate conduct or retaliation against a person for having reported or threatened to report discrimination or harassment will be disciplined, which may include termination. Please note we have the right to discipline for any unprofessional or inappropriate conduct that negatively affects our workplace culture or our reputation. The inappropriate conduct does not need to be expressly prohibited in the policy, nor does it need to qualify as unlawful conduct for us to take disciplinary action.

Investigation of Complaints

The person to whom the harassment or discrimination complaint is reported is obligated to notify the Executive Director so that he may take the necessary steps to ensure that a prompt, fair, timely, thorough, and objective investigation of the alleged inappropriate behavior is initiated. Mammoth Lakes Foundation will reach reasonable conclusions based on the evidence collected.

While we cannot guarantee absolute confidentiality to a complaint or an investigation, we will handle the complaint as discreetly as possible and only reveal facts or allegations on a "need to know" basis. Mammoth Lakes Foundation will ensure that:

1. Impartial and timely investigations will be conducted by qualified personnel, and will be documented and tracked to ensure that reasonable progress is being made.
2. Appropriate due process will be given for the complainant, witnesses, and the accused.
3. A reasonable conclusion will be made based on the evidence collected, and appropriate options for remedial actions and resolutions will be considered.

4. A timely resolution of each complaint will be reached and the results of the investigation will be communicated in a timely manner to the employee and other concerned parties with a business need to know.

Corrective and Disciplinary Action

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

Retaliation Prohibited

Mammoth Lakes Foundation prohibits retaliation of any kind against employees or others covered by this policy who in good faith, report harassment or discrimination, participate in an investigation, or who otherwise assist in investigating such complaints. If an employee feels he or she has been subjected to any form of retaliation, the employee should report that conduct to his or her immediate supervisor, another member of the management team or the Executive Director. Employees are not required to approach the person who is retaliating against them, and they may bypass any offending member of management. Any employee determined to have retaliated against such employees will be subject to discipline, up to and including termination of employment.

Additional Information

In addition to the Mammoth Lakes Foundation's internal complaint procedure, employees, applicants, interns, and volunteers may also contact either the Equal Employment Opportunity Commission ("EEOC") or the California Department of Fair Employment and Housing ("DFEH") to report unlawful harassment. The EEOC and the DFEH serve as neutral fact-finders and will attempt to assist the parties to voluntarily resolve their disputes. For more information, you may contact the nearest EEOC or DFEH office.

Whistleblower Policy

Reporting of Inappropriate or Questionable Actions

Consistent with the recognized duties of care and loyalty under California law, it is the responsibility of all employees of Mammoth Lakes Foundation to ensure that the organization complies with applicable laws, regulations, and internal control policies. To that end, any employee who suspects a violation of any such law, regulation, or internal control policy should report the suspected violation to the Executive Director immediately. If the reporting party is not comfortable reporting such information to the Executive Director, whether due to concern that the Executive Director might be involved with the suspected violators or for any other reason, the reporting party should instead report it to the MLF Board Chair.

Retaliation Protection

Any report made pursuant to this policy shall be treated with seriousness and respect. No employee who makes a report in good faith shall suffer harassment, retaliation, or adverse employment consequences. Any employee

who engages in retaliation against a reporting person shall be subject to appropriate disciplinary action, up to and including termination of employment. This policy is designed to encourage everyone involved with Mammoth Lakes Foundation to feel comfortable raising concerns regarding on-going governance efforts.

Handling Reported Violations

Any report made pursuant to this policy involving Mammoth Lakes Foundation's fiscal internal controls, accounting practices, or investments shall also be forwarded by the appropriate party to the Board of Directors for their consideration and any necessary corrective action. All other reports under this policy shall be handled by the Executive Director or, in reports involving an Executive Director, they should be directed to the MLF Board Chair. The investigation of all reported complaints and allegations under this policy shall be prompt, and appropriate corrective action shall be taken if warranted by the investigation.

Confidentiality

Reports made pursuant to this policy may be submitted anonymously or with a request that they be treated as confidential. Such reports will be kept confidential to the extent possible, consistent with the need to conduct an adequate investigation of the report. In some circumstances it may not be possible to take action on a report without revealing the identity of the reporting person.

Compliance

Failure of employees to follow this policy can result in possible civil and criminal sanctions against Mammoth Lakes Foundation and its employees, and possible disciplinary action against the responsible individuals. The Executive Director, the MLF Board Chair and the Board of Directors will periodically review these procedures with legal counsel and/or the organization's certified public accountant to ensure they are in compliance with new or revised regulations.

All employees, and any accounting or information technology consultants, shall receive a copy of this policy and are required to acknowledge, in writing, that they have read, understand, and agree to its terms.

Part 4 – Compensation

Payroll Practices

Employees are paid twice monthly, on the 5th and the 20th of each month. If the regularly scheduled payroll date falls on a Saturday, Mammoth Lakes Foundation will attempt to deliver paychecks on Friday. If the regular payday falls on a Sunday, employees will be paid on Monday. When a payroll date falls on a holiday, employees will, when possible, be paid on the last business day before the holiday. Otherwise, employees will be paid on the first business day following the scheduled payroll date. All time sheets must be completed to include the number of hours worked in that pay period and be approved by the Executive Director.

Salary Deductions and Withholding

Mammoth Lakes Foundation will withhold the following from your paycheck:

Taxes

Federal, state, and local taxes, as required by law, as well as the required FICA (Social Security) and Medicare payments.

Insurance

Your contribution to health insurance or other insurance premiums for yourself and any eligible family members or to other contributory benefit programs will be defined as we explore a variety of policies to support all employees of Mammoth Lakes Foundation.

Other Deductions

Other deductions that you authorize, including short-term disability insurance, flexible spending account (FSA) contributions, and 401(k) contributions.

Direct Deposit

You may have your paycheck deposited directly into your bank account. You will be given the authorization form for deposit by the Human Resources Department.

Part 5 – Benefits

Medical Insurance

Mammoth Lakes Foundation offers medical insurance to full time employees. The Foundation will pay up to 50% of the employee's portion only. We offer pre-tax options for these plans. These programs will be administered by a major medical insurance carrier through an authorized agency.

Workers' Compensation Insurance

To provide for payment of your medical expenses and for partial salary continuation in the event of a work-related accident or illness, you are covered by workers' compensation insurance, provided by Mammoth Lakes Foundation and based on state regulations. The amount of benefits payable, as well as the duration of payments, depends upon the nature of your injury or illness. However, all medical expenses incurred in connection with an on-the-job injury or illness and partial salary payments are paid in accordance with applicable state law. If you are injured or become ill on the job, you must immediately report the injury or illness to your manager and the Human Resources Department as soon as reasonably possible. This ensures that Mammoth Lakes Foundation can help you obtain appropriate medical treatment. Your failure to follow this procedure may delay your benefits or may even jeopardize your receipt of benefits. Questions regarding workers' compensation insurance should be directed to the Executive Director.

Part 6 – Holidays, Vacation & Other Leave

Religious Observance

Federal and state equal opportunity laws generally require employers to accommodate the religious beliefs of employees, but do not require them to provide paid leave. Mammoth Lakes Foundation respects your religious beliefs, however, and therefore, will provide one (1) day of paid leave as Paid Time Off to employees who, for religious reasons, must be away from the office on days of normal operation. Employees who require additional time off may use their accumulated paid time off. This leave must be requested through the Executive Director at least two (2) weeks prior to the observance.

Sick Leave

In order to help prevent loss of earnings that may be caused by accident or illness, or by other emergencies, Mammoth Lakes Foundation has established a paid sick leave policy.

Eligibility

All employees who work for Mammoth Lakes Foundation for 30 or more days are entitled to paid sick leave.

Accrual and Maximum Cap

All eligible employees accrue paid sick leave at the rate of one hour for every thirty hours worked beginning at the commencement of employment. For exempt employees, accrual will be calculated based on a 40-hour workweek, unless the employee's normal workweek is less than 40 hours, in which case the employee shall accrue paid sick days based upon that normal workweek. The maximum sick leave accrual in a calendar year is 24 hours, or 3 days.

Accrued sick days shall carry over from year to year, up to a maximum of 48 hours, or six days. Thereafter, no additional sick leave will accrue or vest until the employee has taken sick leave to reduce the total accrued time. After the total accrued amount is reduced below the cap, sick leave accrual will recommence.

Employees do not accrue sick time during a leave of absence. Sick leave accrual will recommence when the employee returns to work.

If an employee separates from employment and is rehired within one year from the date of separation, previously accrued and unused sick days will be reinstated. The employee will be entitled to use those previously accrued and unused sick days and to accrue additional sick days immediately upon rehiring.

Rate of Pay

For exempt employees, sick leave taken under this policy will be paid at the same rate as the employee normally earns during regular work hours and the same as that which the employee is paid when he/she takes vacation. For nonexempt employees, the hourly rate at which sick leave is paid shall be calculated by taking the total amount paid in the week during which the employee took paid sick leave divided by the number of hours worked.

Use

An employee shall be entitled to use accrued sick days beginning on the 90th day of employment, after which the employee may use paid sick days as they are accrued. Regardless of the number of hours accrued, employees may use no more than 24 hours, or three days, of paid sick leave per calendar year. An employee may determine how much paid sick leave he or she needs to use; however, sick leave must be taken in increments of one hour.

Sick leave may be taken for personal illness, emergency, or disability or for illness, emergency, or disability in the employee's immediate family. For purposes of this policy, "immediate family" is defined as the employee's spouse or registered domestic partner, children, parents, grandparents, brothers, and sisters, as well as the children, parents, grandparents, brothers, and sisters of the employee's spouse or registered domestic partner. An employee who is a victim of domestic violence, sexual assault, or stalking may use paid sick leave under this policy to attend to legal matters, seek medical attention, obtain social services, seek counseling, participate in safety planning, or for any related activities. Time absent for medical and dental appointments will be treated as sick leave.

Sick leave is included in your allocation of Paid Time Off with a minimum of three days per calendar year.

Notice

If the need for paid sick leave is foreseeable, the employee shall provide reasonable advance notification. If the need for paid sick leave is unforeseeable, the employee shall provide notice of the need for time off as soon as practicable.

Pay In Lieu of Paid Time Off

Employees will receive a one-time payment of any unused Paid Time Off upon their departure from employment with Mammoth Lakes Foundation^[BN3].

Medical Leave

Full Time Mammoth Lakes Foundation employees requiring time away from work that exceeds their available sick time due to a temporary medical disability, may apply for a medical leave of absence without pay for the period of actual inability to work, up to a maximum of 4 months from the initial date of the leave, or as otherwise required by law. This medical leave, if granted, is available only once during the 24-month period that begins on the initial date of the leave, unless otherwise required by law. All medical leaves will be granted at the sole discretion of Mammoth Lakes Foundation, unless otherwise required by law.

Definition

Medical leave is defined as a leave for employees who are unable to work due to an illness, injury or disability that has been certified by a licensed health care provider. The duration of leave under this section shall be consistent with applicable law but shall not extend past the date on which an employee becomes capable of performing the essential functions of his/her position, with or without a reasonable accommodation.

Provisions

1. Medical leaves are granted initially only after certification of disability by a licensed health care provider.
2. Mammoth Lakes Foundation will continue to pay for insurance coverage for employees during the unpaid portion of a medical leave, up to a maximum of four months, if it has already been providing insurance coverage.
3. Employees on medical leave may elect to use all accrued and earned sick time and/or vacation days before the start of their unpaid medical leave.
4. All employees on medical leave may be required to furnish one or more additional certifications to Mammoth Lakes Foundation that confirm a continuation of their need for medical leave.
5. Employees may be entitled to State Disability Insurance (SDI) during a medical leave of absence.

Procedures

1. Requests: Except in cases of emergency, all requests for medical leave should be submitted in advance in writing by the affected employee to the Human Resources Manager or Office Administrator. The request must include the reason for the leave, the proposed date for beginning the leave, and the anticipated date of return to active employment. Mammoth Lakes Foundation requests that employees give a minimum of 30-day notice whenever possible.
2. Certification: Medical certification supporting the need for medical leave must be submitted before the start of the leave and may be required to be updated during the leave. Medical certification must include the following information: (1) the date on which the employee became unable to work due to a medical condition; (2) the probable duration of the period(s) of disability; and (3) an explanatory statement that, due to the medical condition, the employee is unable to perform his/her work at all, or is unable to perform one or more of the essential functions of his/her position, including a description of the essential functions the employee is unable to perform. The certification should also explain any work restrictions, and possible accommodations, if any, that may enable the employee to perform the essential functions of his/her position. Requests to extend an initial leave should be in writing, accompanied by supporting medical certification, and received by Mammoth Lakes Foundation at the earliest possible time (i.e., when the employee has knowledge of the need for the extension) or at least five working days in advance of the previously estimated return date, if possible. Requests to extend a medical leave must be approved by the Executive Director or his/her designee.
3. Return: An employee returning to work from a medical leave should give at least five days' advance notice to Mammoth Lakes Foundation if possible, and, before returning to work, must submit a written release from the employee's health care provider, indicating that the employee may return to his/her normal work duties, with or without reasonable accommodation. Mammoth Lakes Foundation reserves the right to have the employee examined by a physician of Mammoth Lakes Foundation's choice. Results of this examination may determine whether or not the employee may return to work at that time. Employees must report to Mammoth Lakes Foundation on the first scheduled day of work following the medical leave. At the end of an approved medical leave, Mammoth Lakes Foundation will attempt to reinstate an employee to his/her former position, if

available, or to an available comparable position. However, there is no guarantee of reinstatement following a medical leave, unless otherwise required by law.

4. Notice Requirements: Failure to comply with the above notice and certification requirements may be grounds for denying the leave or reinstating employment.

Paid Time Off (PTO) for Exempt Employees

PTO combines time off for vacation, additional sick leave and personal needs. Employees have the ability to decide when and how they use their accrued PTO for vacation, extended illness, family emergencies, bereavement leave, religious observances, preventative health or dental care and other family obligations. PTO maybe used in hourly increments and should be requested and approved by the Executive Director at least two (2) weeks prior to taking the time unless there is a dire emergency. This allows the team to plan based on the scope of the required work.

Accrual Procedure

Years of Service	Annual PTO	Monthly PTO
0 – 2	16 days	1.33 days
3 - 5	20 days	1.67 days
6 – 10	25 days	2.08 days
11 - 15	30 days	2.5 days
16 +	35 days	2.92 days

Eligibility

Exempt employees begin accruing paid time off when they first begin work for Mammoth Lakes Foundation. Employees may use their accrued at any time after the first 90 days of employment. If an employee leaves Mammoth Lakes Foundation but has taken more time than he or she has accrued, that time will be deducted from the employee’s last check.

Paid Time Off Procedure

Requests for paid time off should be submitted to the Executive Director as soon as you know when you wish to schedule your paid time off, but in no event less than two weeks prior to the time requested. Paid time off requests is approved by your immediate supervisor. Paid time off is coordinated within each team so that sufficient staff is available to provide adequate coverage at all times, and there may be Company-wide or department-specific “blackout dates,” as necessary. Paid time off requests is granted on a first-come, first-served basis. In the event of a conflict in paid time off requests, your supervisor will consider Mammoth Lakes Foundation’s staffing needs during the relevant period, as well as the length of service with Mammoth Lakes Foundation of the employees involved.

Eligibility and Cap on Accrual

Exempt employees begin accruing paid time off then they first begin work for the Mammoth Lakes Foundation. Employees may use their accrued ~~PTA~~ PTO at any time after the first 90 days of employment. All employees are encouraged to plan in advance for PTO, including vacations, and manage their PTO balances throughout the year to ensure that the carry over amount combined with the new fiscal year allotment does not exceed a cap of 200% of the total PTO allotment for the fiscal year. Once an employee reaches the applicable cap, no further PTO days/hours will be accrued until PTO has been taken by the employee so that the accrual is below the cap.

For example, assume an employee has worked for Mammoth Lakes Foundation for three years and during the first two years was not able to take any PTO. During the third year the employee may roll over a total of 32 PTO days from the first and second years and accumulate an additional 8 days of PTO but once they have accumulated 40 days (200% of the PTO allotment) they will no longer accrue any PTO until the balance has been reduced below the 40 days. No accrual at all occurs and is not put into a separate bank during the period that the cap is in place.

Holiday Pay

Employees are entitled to the following paid holidays:

- New Year's Day
- Martin Luther King, Jr. Day
- Washington's Birthday
- Memorial Day
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day and the Friday after Thanksgiving
- Christmas Day

Notification Procedures

When you are absent from work and your absence has not been previously scheduled, you must personally notify your immediate supervisor or manager as soon as you are aware that you will be late or unable to report to work. Leaving a voicemail or message with another staff member does not qualify as notifying your supervisor.

When absence due to illness exceeds three (3) consecutive days, Mammoth Lakes Foundation reserves the right to require appropriate medical documentation. Excessive absenteeism or tardiness can result in discipline, up to and including discharge. (Also, see the section on Family & Medical Leave for extended leave situations.)

Paid Family Leave

Mammoth Lakes Foundation currently is not covered by federal or state laws permitting for absences under the Family Medical Leave Act of the California Family Rights Act. Nevertheless, an employee may request time off to care for a parent, child, spouse, or domestic partner and if approved by Mammoth Lakes Foundation may be eligible for benefits through the California Employment Development Department for up to six weeks or partial pay through the state after completing a one week waiting period and utilizing up to two weeks of available Paid Time Off.

Pregnancy Leave of Absence

A pregnancy-related leave of absence will be granted in accordance with the regulations of the State of California Department of Fair Employment and Housing. Employees disabled due to pregnancy are eligible for a maximum of four (4) months leave per pregnancy upon medical certification of the health care provider that the employee is disabled due to pregnancy. Additionally, if the health care provider certifies a transfer to lighter duty, Mammoth Lakes Foundation will attempt to provide light duty if possible. Upon return from the leave of absence, the employee will be returned to her same position; however, in certain circumstances, reinstatement may be impossible. Such circumstances may include being in a layoff situation, a plant closure, or if the employee's absence would substantially undermine Mammoth Lakes Foundation's ability to operate the business safely or efficiently.

The employee may opt to take all accrued Paid Time Off during the leave.

Mammoth Lakes Foundation will continue to pay all applicable group insurance premiums if it is already paying such premiums on behalf of the employee during the leave of absence. The employee must continue to pay the employee portion of the insurance premium during the leave of absence. Failure by the employee to make this premium payment may result in a loss of benefits.

At the conclusion of the pregnancy-related leave of absence, a medical certification from the health care provider stating the employee is released to return to work will be required. All requests for pregnancy-related leaves of absence should be received, if possible, at least thirty (30) days prior to the start of the leave. Returning employees should notify Mammoth Lakes Foundation at least five (5) work days prior to return. Employees failing to return on the assigned date may be considered to have voluntarily resigned.

Accommodations for Nursing Mothers[BN4]

MLF will provide nursing mothers reasonable break time to express milk for their infant child (ren).

If you need breaks to express milk, you may use your regular paid rest breaks or may take other reasonable break time when needed. If possible, the break time should run concurrently with scheduled meal and rest breaks already provided to you. If the break time cannot run concurrently with meal and rest breaks already provided or additional time is needed, the break time will be unpaid if you are a nonexempt employee.

If you are nursing, MLF will make reasonable efforts to provide you a safe, clean private room in close proximity to your work area, other than a restroom, with a seating area to express breast milk a flat surface for a breast pump and other items, and also provide access to an electrical outlet, and a sink. The room will be clearly designated and either have a lock or a sign on the door to indicate when the room is in use.

Expressed milk can be stored in a Company refrigerator or in a personal cooler. Sufficiently mark or label your milk to avoid confusion for other employees who may share the refrigerator.

You are encouraged to discuss the length and frequency of these breaks with your manager.

Bereavement Leave

Employees will receive up to three (3) days of paid time off in the event of the death of a member of their immediate family. Immediate family includes spouse, domestic partner, child, parent, parent-in-law, brother or sister, and brother-in-law or sister-in-law. You are allowed one (1) day of paid leave in the event of the death of

an extended family member. Extended family includes grandparents, aunts and uncles, and other more distant relatives.

Military Service Leave

Employees serving in the uniformed services, including the Army, Navy, Marine Corps, Air Force, Coast Guard, and Public Health Service commissioned corps, as well as the reserve components of each of these services, may take unpaid military leave, as needed, to enable them to fulfill their obligations as service members. Employees may also use accrued paid time off for this purpose.

Civic Duty Leave

Jury Duty

Mammoth Lakes Foundation encourages employees to fulfill their civic duties. To that end, employees will be allowed leave to serve on a jury, if summoned, with time being deducted from their paid time off bank if they are exempt employees. We request that you bring in a copy of your summons notice as soon as you receive it, so that we may keep it on file. If you are called during a particularly busy period, we may ask you to request a postponement. Mammoth Lakes Foundation will provide additional documentation in this regard, if necessary, to obtain such postponement.

Jury duty can last from a portion of a single day to several months or more. During this time, you will be considered on a leave of absence and will be entitled to continue to participate in future insurance and other benefits as if you were working. While serving on jury duty, you are expected to call in to your supervisor daily to keep him or her apprised of your status.

Appearance as a Witness

An employee called to appear as a witness will be permitted time off to appear, but without pay. Employees will be permitted to use accrued paid time off when appearing as witnesses.

Voting

Mammoth Lakes Foundation encourages all employees to vote. Most polling facilities for elections for public office are scheduled to accommodate working voters. Mammoth Lakes Foundation, therefore, requests that employees schedule their voting for before or after their work shift. An employee who expects a conflict, however, should notify his or her supervisor, in advance, so that schedules can be adjusted if necessary.

Part 7 – Miscellaneous

Leaving Mammoth Lakes Foundation

If you wish to resign your employment with Mammoth Lakes Foundation, you are requested to notify your manager of your anticipated departure date at least two (2) weeks in advance. This notice should be in the form of a written note or letter.

You will be paid for accrued but unused paid time off as part of your last paycheck.

Mammoth Lakes Foundation asks all employees to participate in an exit interview with their immediate supervisor prior to leaving Mammoth Lakes Foundation. This provides an opportunity to return keys and other property and tie up any loose ends. You will receive preliminary information at that time regarding continuation coverage and any other continuation of benefits for which you may be eligible.

If you leave Mammoth Lakes Foundation in good standing, you may be considered for reemployment at a later date. However, in the case of rehiring, you may be considered a new employee with respect to paid time off, benefits and seniority.

Dispute Resolution (BNS)

~~In a perfect world, every employment relationship would be smooth and harmonious. However, there are, unfortunately, times when employees and employers disagree. These disagreements often arise in the context of involuntary employment termination, but there may be disagreements regarding promotion, expense reimbursement, or a number of other topics.~~

~~All employees of Mammoth Lakes Foundation agree to first seek to mediate any dispute with Mammoth Lakes Foundation with a mediator from the American Arbitration Association or similar organization trained and experienced in employment disputes. If mediation is not successful, both Mammoth Lakes Foundation and the employee agree to submit their dispute to arbitration. The arbitrator will be chosen from a panel presented by the American Arbitration Association or such other organization as is acceptable to both parties. The cost of the arbitrator will be split between Mammoth Lakes Foundation and the employee. Each party will be responsible for its own attorney or other related fees. Both Mammoth Lakes Foundation and the employee acknowledge that by agreeing to arbitrate each gives up its right to litigate their employment dispute in court or to submit it to a jury. The decision of the arbitrator is final and binding.~~

~~However, either party may seek to have a court of competent jurisdiction enforce an arbitration award. In addition, Mammoth Lakes Foundation retains the right to seek injunctive or other relief in the case of misappropriation of trade secrets or other confidential information, or any other action by an employee which might reasonably be expected to lead to irreparable harm to Mammoth Lakes Foundation, in a court of competent jurisdiction.~~



Mammoth Lakes Foundation

Board of Directors Meeting Saturday, February 8, 2020

Manager and Director Reports

1. Brett Barker; SMHD South Gateway Apartments
Housing Manager
2. Betsy Truax; MLF Development Director
3. Shira Dubrovner; MLF Artistic Director



**Mammoth Lakes
Foundation**

**Board of Directors Meeting
Saturday, February 8, 2020**

Attachments

Strategic Plan
“Visions for Success 2022”
July 1, 2017 through June 30, 2022

Our mission is to support higher education and cultural enrichment in the Eastern Sierra



**Mammoth Lakes
Foundation**

**Strategic Plan
“Visions for Success 2022”
July 1, 2017 through June 30, 2022**

**Mammoth Lakes Foundation
Strategic Plan / “Visions for Success 2022”
July 2019 – July 2020**

**“Strategy without tactics is the slowest route to victory.
Tactics without strategy is the noise before defeat”
- Sun Tzu, Ancient Chinese Strategist**

(I) Introductory Statement:

Strategic planning is an organizational management activity that is used to set priorities, focus energy and resources, strengthen operations, ensure that employees and other stakeholders are working toward common goals, establish agreement around the intended outcomes/results, and assess and adjust the organization’s direction in response to a changing environment. It is a disciplined effort that produces fundamental decisions and actions that shape and guide what an organization is, who it serves, what it does, and why it does it with a focus on the future. Effective strategic planning articulates not only where an organization is going and the actions needed to make progress, but also how it will know if it is successful.

(II) Background Statement:

The Mammoth Lakes Foundation was founded in 1989 by **Dave McCoy** and a few of his friends to be the catalyst to bring higher education and the arts to the Eastern Sierra. At the time, local high school graduates and residents had few choices when it came to higher education.

Supporting Higher Education

It all started very humbly with a couple of instructors, a handful of students, a rented space in the Rite Aid Shopping Center strategically located next to the town pool hall. Cerro Coso Community College had been offering classes wherever they could find space, usually at the high school or in empty conference rooms.

Mammoth Lakes Foundation and a group of dedicated supporters secured a permanent building for the college and continue to support efforts to keep higher education an affordable option to those who wish to pursue it.

For the 18-19 academic, 542 students enrolled between the Bishop and Mammoth branch campuses. Since 2003, when MLF started awarding scholarships to students, over 700 scholarships have been awarded for Mono County students enrolled full time. Support for an individual range from \$800 to \$1,200 each semester and covers tuition and books.

The Dean of the Eastern Sierra branch campuses, Dr. Deanna Campbell, continues to work tirelessly to expand degree and certificate programs every year. Students can earn a Certificate of Completion, AA degree in a number of disciplines and have their credits fully transferred to a UC, Cal State, or to University of Nevada Reno.

With the cost of higher education, a major barrier to many of the students and families in the Eastern Sierra, Mono County residents can pursue two years of college right here at home and will receive a full scholarship from the Mammoth Lakes Foundation to help them realize their dreams.

Cultural Enrichment

In 2010, The Mammoth Lakes Foundation employed Shira Dubrovner as the Artistic Director for the **Mammoth Lakes Repertory Theatre**. Over these years she has produced a number of theatrical events that have been attended by well over 7000 people of all ages and abilities in the Edison Theater. Her success with the one hundred seat theatre has generated enthusiasm for the growth and development of a 298 seat Performing Arts Center on the Mammoth Lakes Foundation property which is projected to open during the winter of 2021.

The mission of Mammoth Lakes Repertory Theatre is to develop, maintain and nurture live theatre in the Mono/Inyo County area by providing a creative space to produce live theatre of the highest caliber, equal to any theatre in the state, and inspiring the arts while making a vital contribution to the community's economy, culture and spirit.

The vision is to produce live theatre that mirrors human nature with the intent to be insightful and enlighten the future by creating a theatre experience that not only engages but also educates, inspires, entertains, and provokes thought.

"With our professional quality theatre and our dedication to our area's youth, we are committed to the development and nurturing of a viable and vital Theatre company that both enhances and contributes to the community. Our theatre donors and patrons are the true architects of what we intend to be a long-lasting resource. By becoming a patron, you will give a tribute to your family or business while simultaneously serving the community." says Dubrovner.

Dubrovner has also taken the lead with the **Mammoth Lakes Film Festival** that started in 2015 and is committed to screening new movies by inspired and innovative filmmakers. The Film Festival is a five-day festival that screens independent features and shorts in the spectacular setting of Mammoth Lakes – California's premier mountain resort, high in the Eastern Sierras each Memorial Day weekend.

The Mammoth Lakes Film Festival was named one of the "The Top 50 Festivals Worth the Entry Fee" by Movie Maker Magazine in 2016, 2017, 2018 & 2019. The Festival captures the imagination of audiences and contributes to the vitality of film culture by providing emerging filmmakers with an opportunity to show their latest work in a vibrant and nurturing atmosphere.

Visitors are drawn to the area to experience exciting new films by both new and established independent artists, and for the opportunity to mingle with them at fun and friendly daily events. The Festival is also a forum for filmmakers to have their work seen by industry professionals who have the potential to provide mentorship and propel their careers.

(III) Policy Board Model, Advisory Board Model & Staff

Mammoth Lakes Foundation is governed by a Board of Directors Policy Board Model in which the Board gives a high level of trust and confidence over to the Executive Director. The Policy Board has regular meetings with the Executive Director to get updates on the organization's activities. Under this model there are a few standing committees. The Policy Board members have a demonstrated commitment to the organization and are willing to grow in the knowledge and abilities about the organization.

The Policy Board of Directors and the Executive Director also understand that we will need assistance with running the organization. The Advisory Board Model serves as the primary resource for the Policy Board and the Executive Director to request support for the programs and projects administered by the organization. Members of the Advisory Board are trusted advisors who offer professional skills and talent and have passion for the work of the organization. Advisory Board members typically have established expertise or credentials in the non-profit's field. An organization that is visibly connected to an Advisory Board's name can increase the organization's credibility, fundraising efforts and public relations effort.

Mammoth Lakes Foundation Organizational Chart

The Board of Directors

The Executive Committee of the Board of Directors develops Policy

Board Ad Hoc Committees

A Committee formed for a Special Task

The Capital Campaign Core Committee

Takes the lead with the planning of the campaign

The Capital Campaign Steering Committee

Takes the lead with the Advisory Board of Directors

The focus is on the construction of the Performing Arts Center

The Advisory Board of Directors

A Body that provides non-binding strategic advice

Their focus on supporting the development of the Performing Arts Center

Mammoth Lakes Foundation Staff

**The Executive Director
Rich Boccia**

Is responsible for overseeing the administration, programs and strategic plan of the organization.

**The Artistic Director
Shira Dubrovner**

The Artistic Director's responsibilities include but are not limited to choosing the material staged in a season, the hiring of creative/production personnel including directors, and other theatre management tasks. He or she may also direct productions for the organization.

**The Development Director
Betsy Truax**

The role of a development director is to develop and implement a strategic plan to raise vital funds for their organization in a cost-effective and time-efficient manner.

The Marketing Director (Open Position)

Directs the efforts of the marketing, communications and public relations and coordinates at the strategic and tactical levels with the other functions of the organization.

The Campaign Manager (Open Position)

Provides direct support to the campaign team

**The Office Manager
Marnie Carr**

Provides direct support to the Directors with a majority of the time focused on the scholarship program and supporting the day to day operations of the organization

Volunteers

The life blood of the organization

(IV) Our Mission:

Mammoth Lakes Foundation fulfills the vision of Dave McCoy to support higher education and cultural enrichment in the Eastern Sierra.

(V) Our Vision:

Dave McCoy's vision to cultivate higher education and the arts in the Eastern Sierra is shared by many. Our goal is a permanent and expanded college campus and facilities for academic studies, appreciation of the arts, and to support institutional public housing in Mammoth Lakes.

The Mammoth Lakes Foundation and our supporters believe that availability of higher education and cultural enrichment in the Eastern Sierra enhances the quality of life enjoyed by residents, second homeowners and visitors. It balances the recreational attractions in the community with cultural and educational opportunities. Higher education promotes leadership, stimulates growth and builds a stronger year-round economy and community.

(VI) Core Values / Guiding Principles:

Core values demonstrate the essential, unchanging values of the organization. Core values should not only represent what the organization stands for, but should also guide each generation of leadership regarding how and where to lead the organization.

- a. **Integrity:** It is crucial that the Foundation remains beyond reproach. Not only must the Foundation pursue honorable initiatives, but it must conduct business in a way that is honest, transparent and ethical.
- b. **Empowerment:** The Foundation strives to fix larger systemic problems and to improve the quality of life for people that choose to live, work and play in our community.
- c. **Excellence:** Show the world that the Foundation is not only pursuing something important but that we are doing it well.
- d. **Community:** The Foundation will collaborate and build partnerships with other agencies in the community. An organization can accomplish more if it attempts to complement the existing resources available in the community rather than duplicate them.
- e. **Good Stewardship:** The Foundation will demonstrate that we are good stewards of the resources bequeathed to the organization.

(VII) Strategic Priorities:

Strategic objectives are ranked by their importance in achieving the strategic goals. All subsequent operational or tactical planning and resource allocation is based on strategic priorities. We have identified the following strategic priorities for the Foundation;

1. **Foundation Operations**
2. **Communication & Marketing of the Foundation**
3. **Project Development, Project Funding, Debt Service and Operating Reserves**
4. **Cerro Coso Community College Support**
5. **Arts & Culture Programs**
6. **South Gateway Planning and Land Uses**
7. **The South Gateway Student Apartments**

(VIII) Strategic Objectives (Systems Thinking is a holistic approach to analysis that focuses on the way that a system constituent parts interrelate and how systems work over time and within the context of larger systems.”

Strategy #1: Foundation Operations (On-Going 2019-2020)

- (Rating System: In Progress = Creating the base / On-Going – Building upon the base / Complete)

	Objective	Tactic	People	Start Date	Stats	Evaluation
1a	Ensure that the Foundation retains its nonprofit status including the annual submission of our 990 form	Prepare and submit required reports	MLF Executive Director	07.01.17	On-Going	Retention of nonprofit status <ul style="list-style-type: none"> • 19-20
1b	Ensure that the bylaws are current	Conduct an annual review of the Corporate Bylaws and modify accordingly Do we want to review board composition? Associate Directors? Agreed at the 12.07 Board meeting to revisit after we break ground with the MACC	MLF Executive Director	12.02.18	On-Going	Annual review by the MLF Executive Committee <ul style="list-style-type: none"> • 12.02.18 • 19-20
1c	Ensure that the foundation is compliant with all required state and federal laws	Annual reviews and updates of foundation policy and procedures	MLF Executive Director	07.01.17	On-Going	Number of complaints filed against the organization <ul style="list-style-type: none"> • 2017-2019 = 0
1d	Ensure that the foundation has GAAP (Generally Accepted Accounting Principles) framework guidelines for financial accounting are established	Conduct an annual audit by an independent third party There were five management points dated 11.15.19 that were accepted by the board on	MLF Executive Director & MLF Accountant	12.11.18	On-Going	As identified by the number of audit findings that need to be addressed on an annual basis <ul style="list-style-type: none"> • 12.11.18 • 12.07.19

1e	Ensure that the foundation has a five year strategic plan that has been adopted by the board	12.07.19 as an element of the board agenda. Create the strategic plan spanning the five year window from 2017 - 2022	MLF Executive Director, Board & MLF Staff	07.01.17	On-Going	accepted by the board The "Visions of Success 2022" document is adopted by the Board and updated on an annual basis. <ul style="list-style-type: none"> • 12.02.17 • 06.27.18 • 05.30.19 • 02.08.20
1f	Ensure that Guidestar and the Duns & Bradstreet web sites along with updating all non-profit web sites with accurate information	Update the these sites that specialize in reporting about non-profit services	MLF Development Director & Office Manager	01.01.18	On-Going	Annual reviews to ensure accuracy <ul style="list-style-type: none"> • 01.26.18 • 05.01.19
1g	Develop a Board Governance Plan that revitalizes the MLF Board of Directors	Work with the non-profit Board Stages of Development and a Governance Coach to rekindle the focus and energy of the board	MLF Executive Director, MLF Exec Com, Governance Coach and the MLF Board	01.01.18	In Progress	The Board adopts a Governance Handbook <ul style="list-style-type: none"> • 06.27.18 • 19-20 : Recruiting new board members

Strategy #2: Communication & Marketing of the Foundation (On-Going 2019-2020)

- (Rating System: In Progress = Creating the base / On-Going – Building upon the base / Complete)

	Objective	Tactic	People	Start Date	Completion Date	Evaluation
2a	Refine the message about MLF being the umbrella organization and the impact we have on the community through the development of a communications and marketing plan	<p>Create a communication plan and an implementation strategy</p> <p>We have a preliminary work plan that was created by the Audience Group this past October 2018.</p> <p>We have contracted this past spring 2019 with Jumpwire to provide strategic direction and tactics to support the development of a communication plan.</p>	MLF Communications & Marketing Director	09.01.17	In Progress	<p>Approval of the communication plan by the Board of Directors</p> <ul style="list-style-type: none"> • 19-20 <p>Created 3 Year Business Objectives and mapped out marketing themes: 19-20 = 30th Anniversary 20-21 = Eye to the Future 21-22 = The Power of the Arts</p>
2b	Update the MLF Webpage – our window to the world	Initial upgrade and monthly revisions to keep us current	MLF Communications & Marketing Director	01.01.18	On-Going	<p>Launch the new web page by June 1, 2018</p> <ul style="list-style-type: none"> • 04.28.18 • 19-20
2c	Increase the number of visitors to our website	<p>Ongoing and consistent updates to the Foundation webpage</p> <p>July 2017 = 1714 July 2018 = 1780 July 2019 = TBM</p>	MLF Staff	09.01.17	On-Going	<p>Monthly reviews of the webpage to ensure that it has been updated including updating our photo library to keep the page current</p> <ul style="list-style-type: none"> • October 2018 • Spring 2019 • 19-20

2d	Expand our social media following	Create fresh posts that will engage and increase our number of followers	MLF Communications & Marketing Director	09.01.17	On-Going	Create baseline data to measure progress on a quarterly basis November 2017 / Facebook MLF = 1306 MLRT = 932 MLFF = 1723 July 2018 / Facebook MLF = 1433 MLRT = 969 MLFF = 1921 July 2019 / Facebook MLF = 1563 MLRT = 1078 MLFF = 2299 MFWWE = 107
2e	Expand the email lists for the Foundation	Clean up the database to eliminate any duplicates	MLF Communications & Marketing Director	07.01.18	On-Going	Create baseline data to measure progress on an annual basis Constant Contact: October 2017 = 3109 October 2018 = 3522 October 2019 = 4217
2f	Engage Dave's Scholars alumni in our communications celebrating our work	Create and maintain an accurate student database for our alumni to be used for a variety of purposes	MLF Office Manager, CCCC Staff	01.01.18	In Progress	To identify the number of followers on our social media channels • 19-20

2g	Create a monthly publication to share with our stakeholders about the work of the foundation	Develop and publish a monthly e-letter	MLF Communications & Marketing Director	01.01.18	On-Going	Through the number of e-letters that are distributed to our followers on a monthly basis <ul style="list-style-type: none"> • 02.01.18 • 19-20
2h	Create a campaign with all of the essential collateral to support the Performing Arts Center Capital Campaign	Work with the steering committee and a consultant to create and implement the campaign June 2018 = First draft of the Case for Support January 2019 = First draft of the Donor Discussion Guide	MLF Communications & Marketing Director Campaign Coach Campaign Steering Committee Contract Services	05.14.18	In Progress	By the creation of the materials and the breath of the campaign <ul style="list-style-type: none"> • 19-20
2h	Create a new logo for the Foundation	Contract with RAMP to create a new logo	MLF Communications & Marketing Director	02.01.19	Complete	Board approved on June 22, 2019.

Strategy #3: Project Development, Project Funding, Debt Service and Operating Reserves [On Going 2019-2020]

- (Rating System: In Progress = Creating the base / On-Going – Building upon the base / Complete)

	Objective	Tactic	People	Start Date	Completion Date	Evaluation
3a	Create a fund development strategy to support the operations of the organization	<p>Review all of our membership levels, prospects for grants, campaigns, legacy giving, the campus acre program, restaurant plaques, and assorted campaigns spread throughout the year.</p> <p>January 2018 – Employed a Director of Development</p> <p>February 2018 – First draft of a Development Strategy</p> <p>July 2018 – Grant fund for the Development Director</p> <p>Segment the Fall annual giving campaign and creating a targeted spring campaign focused on lapsed donors</p>	MLF Development Director	01.16.18	On-Going	<p>By identifying base level funding through campaigns and grants to support the mission of the organization</p> <p>2017 Grants: \$62,395</p> <p>2017 EOY Campaigns: 10.01.17 – 03.01.18 Cash Gifts = \$223,964. 273 Donors</p> <p>2018 Grants: \$168,000</p> <p>2018 EOY Campaigns: 10.01.18 – 03.01.19 Cash Gifts = \$187,921. 294 Donors</p> <p>2018 F&WE Paddle Raise Cash Gifts = \$28,600 41 Donors</p> <p>2019 EOY Campaigns: 10.01.19 – 01.03.20 Cash Gifts = \$189,684 269 Donors</p>

3b	Determine the annual funding gap which includes the operations of the facilities	<p>Review of the last three annual budgets identifies the needs to raise \$30,000 a month to cover our base costs</p> <p>Monthly reviews of the financial statements for the Foundation</p>	MLF ED, Board Treasurer & Accountant	07.01.17	Complete	<p>One-page fiscal analysis of the past three years of funding to support the foundation from a variety of sources.</p> <p>This is a Key Performance Indicator metric.</p>
3c	Contract with an architect to design the MACC project	Created an RFQ and conduct the interview process	MLF CEO, MLF ED, TOML & MMSA Staff	09.01.17	Complete	Contract with an architect October 2017 – contracted with Bruce Woodward
3d	Contract with a firm to support the work of our architect to complete the planning and design phase along with creating the RFP to secure a General Contractor for the project.	Submitted building permits on 01.20.20 and will be advertising for a GC in February.	MLF Board, ED & Architects	12.07.19	In Progress	Contract with HMC 12.07.19
3e	Create and implement a capital campaign for the Performing Arts Center (PAC)	<p>February 2018 - Attend the Institute for Charitable Giving Conference in Chicago</p> <p>June 2018 – Reception with the first cadre of PAC Ambassadors</p> <p>August 2018 - Secure the services of a Capital Campaign Coach</p>	MLF Board & Staff	02.21.18	On-Going	<p>The successful implementation of a campaign that secures an additional \$5 mil in funding for the PAC for a total \$20 million project</p> <p>May 2019 - \$2 mil pledged</p> <ul style="list-style-type: none"> • 19-20 Goal = \$5 million

3f	Secure approval for funding for the MACC from the Kern Community College District and the Town of Mammoth Lakes	Completion and approval of the funding agreements for one-time capital and on-going support	MLF CEO, MLF ED, MLF Exec Com	07.01.15	Complete	Approval of these agreements by the governing agencies October 2018 – TOML TC approved \$2.5 million in Measure U Funds March 2019 – KCCD Board of Trustees approved \$7.5 million in Measure C Funds
3g	Secure the approved funding from KCCD and the TOML for the MACC along with requesting a waiver of some of the permit fees	KCCD bonds to be sold starting in January 2020 and an approved TOML resolution releasing those funds	MLF ED, KCCD Chancellor and TOML Town Manager	01.01.20	In Progress	TOML Town Manager has provided an outline of the process: 12.18.19
3h	Work with the Town of Mammoth Lakes and the environmental review firm of Michael Baker International (MBI) to complete the environmental reviews for the MACC PAC	Schedule twice monthly meetings to shepherd the project through the process.	MLF ED, Architect, TOML and MBI staff	11.01.17	Complete	Approval of the environmental review document April 2019 – The TOML PEDC approved a mitigated negative declaration.
3i	Secure the services of a Construction Management Firm for the MACC PAC	Work with a team to create and distribute an RFQ	MLF, TOML, MUSD, Mono County	09.01.18	Complete	Contracting with a construction management firm. January 2019 – MLF EC approved a contract with Vanir

						April 2019 – MLF EC executed the exit clause in their contract
3j	Secure the services of a General Contractor to take the lead with the construction of the MACC	Working with HMC Architects to create, distribute, interview and award the bid package	MLF ED, Woodward Architects	01.01.20	In Progress	By board approval of a General Contractor for the MACC
3k	Identify the costs to support the upgrade of the Foundation Offices including the parking lot, the grounds, windows, interior paint and floors, photo library, lighting and a new roof	Request bids from multiple sources for each item and award contracts	MLF ED	08.01.17	Complete	The number of projects of completed capital projects FY18-19 Capital = \$95,000

Strategy #4: Cerro Coso Community College Support (On-Going 2019-2020)

- (Rating System: In Progress = Creating the base / On-Going – Building upon the base / Complete)

	Objective	Tactic	People	Start Date	Completion Date	Evaluation
4a	Build relationships with the Kern Community and Cerro Coso College Districts and the Mammoth Unified School District	Schedule meetings as appropriate with the local staff, the district staff and the board president along with including them in the MLF Monthly Sunday Communiques CCCC Dr. Campbell has facilitated meetings with the three organizations to create “The Heroes Journey”	MLF ED, CCCC Director, MUSD Superintendent of Schools and the School Principals	07.01.17 & 07.01.19	On-Going	Measured by the quality of the meetings and the agreed upon accomplishments <ul style="list-style-type: none"> • 09.12.17 • 19-20

4b	Assist with increasing and supporting the student base to maintain sustainability that provides equal access to higher education in the Mammoth community	Engage and support the recruitment efforts of the Cerro Coso staff by attending college fairs and identifying targeted student populations for recruitment	MLF ED, MLF OM & CCCC	10.01.17	On-Going	Use fall 2017 as a baseline for enrollment <ul style="list-style-type: none"> • 19-20
4c	Support the development of new programs	Collaborate with the college staff to identify potential new programs in the area of sports and academics	MLF ED & CCCC	01.01.18	On-Going	<p>The number of new programs</p> <p>Dave's Scholars Monthly Brunches 09.29.17</p> <p>Implement an academic monitoring program</p> <ul style="list-style-type: none"> • 18-19 <p>Restructure Dave's Brunches to include a focused on educational seminars, mentoring and shadowing programs for 19-20</p>
4d	Develop strategic partnerships with organizations that support higher education	Collaborate with the staff at Valentine Reserve and SNARL	MLF Executive Director, College Director and Valentine / SNARL Director			The number of programs and projects that are completed over a three year cycle

4e	Increase financial support for the students that are recipients of our scholarships	<p>Identify new financial partners to support our mission</p> <p>Created the paddle raise fundraiser at the 2018 F&WE to match the Ormat Funds</p> <ul style="list-style-type: none"> • 2019 F&WE match was \$16,000 	MLF ED	08.01.17	On-Going	<p>Increased funding for "Dave's Scholars"</p> <p>Ormat Grant for \$45,000 over three years</p> <ul style="list-style-type: none"> • 02.01.18 <p>Increased the book stipend to \$500 per semester as of 01.01.20</p>
4f	Create a database to track student scholarship trends over time	<p>Ensure that the google database is current and accurate</p> <p>Call students on the phone to inquire about their plans for the following semester</p>	MLF OM	10.01.18	On-Going	<p>Based on the ability to capture historical trends for scholarships</p> <p>Total scholarships as of May 1, 2019 = 720</p> <p>Scholarships awarded for FY18-19 = 42</p> <p>Total graduates in May 2019 = 8</p> <p>The total number of Associates Degrees in May 2019 = 10 plus two Vocational Nursing Certificates</p>

Strategy #5: Arts & Culture Programs (On-Going 2019-2020)

- (Rating System: In Progress = Creating the base / On-Going – Building upon the base / Complete)

	Objective	Tactic	People	Start Date	Completion Date	Evaluation
5a	Work with the local resident artists to create an Arts & Culture Strategy for the community	Reflect on the “Boston Creates” Cultural Plan as a base for the development of the Mammoth Strategy Embed this element in the development of the MACC Business Plan.	MLF Executive Director, MLF Artistic Director and Resident Artists	11.01.17	Started and then placed on-hold The initial work was focused on arts in the schools	The adoption of the strategy by the perspective governing boards
5b	Create a programming pro forma for the three performing arts facilities on the Foundation campus starting with the 2021-22 calendar year	Facilitate the development of programming for the 2021-22 calendar with the local resident artists and the college staff to be captured in the MACC Pro Forma	MLF Executive Director, MLF Artistic Director, Resident Artists, College staff & AMS Research & Planning	01.01.18	In Progress	The acceptance of the pro forma by the perspective governing boards April 2019 1 st Draft Updated MACC BP MLF Board presentation on 12.07.19
5c	Support the Mammoth Lakes Film Festival as an element of our cultural offerings and the development of a business plan	Develop a strategy for the Festival that will allow it to be revenue neutral by year five Created a project management matrix for the Festival to enhance support for the event by the MLF team. (April '19)	MLF Executive Director, MLF Artistic Director	01.01.18	In Progress	The development of a five-year plan for growth The Festival has been operating at a deficit of \$36,752. since its inception but has been closing that gap ● 19-20

5e	Continue to develop the Food & Wine Event to be a major revenue source and a signature community event necessary to strengthen the MLF brand	Engage the stakeholders in refreshing the event	MLF Executive Director, MLF staff and vendors	01.01.18	On-Going	<p>Measured by the success of the Event to include increasing awareness about the work of the Foundation, the number of participants and funds raised for programs</p> <p>Paid Tickets & Profits: 2017 Wine Walk = 194 2017 GT = 158 2017 Profit = \$41,147 2018 Wine Walk = 110 2018 GT = 147 2018 = \$37,000 Profit 2019 Wine Walk = 219 2019 GT = 181 2019 = \$29,973.</p>
5f	Continue to collaborate with DSES in the planning and execution of the Dave McCoy Golf Classic	Create a shared project management matrix that clearly defines roles and responsibilities	MLF & DSES Teams	08.01.17	Discontinued	<p>Measured by the success of the Event based on branding and financial outcomes</p> <p>Profits: 2017 = \$10,666 2018 = \$9,577 2019 = \$12,882</p> <p>The board took action at their September 2019 Exec Com Meeting to eliminate the Golf Classic as one of MLF's events for a variety of reasons.</p>

5g	Continue to support the Mammoth Lakes Repertory Theatre as an element of creating a thriving arts and culture community	Support the Artistic Director in capturing data related to the development of program	MLF Executive Director, MLF Artistic Director	07.01.17	On-Going	<p>Increase the number and variety of performances and the number of seats sold</p> <p>We have integrated this into our Key Performance Indicator as a metric</p> <p>Deficit spending over these past three years is \$74,351.</p>
5h	Work closely with the Mono Arts Council to develop collaborative programs	Engage the Mono Arts Council in the development of a Mammoth branded Anderson Ranch Model and continue to support the growth and development of the Forest Island Residency Program	MLF Executive Director, Mono Arts Council Executive Director and the Forest Island Lead	08.01.17		<p>The growth of the Forest Island Residency Program and the community impact measured by people involved with the project</p>

Strategy #6: South Gateway Planning and Land Uses (On-Going 2019-2020)

- (Rating System: In Progress = Creating the base / On-Going – Building upon the base / Complete)

	Objective	Tactic	People	Start Date	Completion Date	Evaluation
6a	Update the land use master plan	Contract with Design Works to engage the community stakeholders in the development of a master plan	MLF Executive Director	10.05.17	In Progress	Approval of the master plan by the MLF Board of Directors <ul style="list-style-type: none"> • Third draft 10.01.18 • 19-20
6b	Plan, design, construct and open the Performing Arts Center as an element of the Mammoth Arts & Culture Center	Completion of the environmental reviews, the design review process, a capital campaign, construction and the scheduling of the opening day program	MLF Executive Director, TOML, Consultants	07.01.15	On-Going	The programming and opening of the building <ul style="list-style-type: none"> • 19-20
6c	Collaborate with the Town of Mammoth Lakes to conduct the appropriate environmental reviews for a variety of projects including the Performing Arts Theater , the National Wounded Warrior Center, and Housing on the open acres.	Submit the appropriate documents to the Planning Commission and the CEQA agreements to the Town.	MLF Executive Director, Consultant & Architect	07.01.17	In Progress	Completion and approval of the environmental reviews <ul style="list-style-type: none"> • MACC - ADP 06.08.18 • MACC - PEDC 04.10.19
6d	Appoint an MLF representative to the Mammoth Housing Task Force	Actively participate in the Mammoth Housing Task Force	MLF Executive Director	07.01.17	Complete	By the acceptance of the Task Force Plan by the Town Council that outlines the request for a role in this process <ul style="list-style-type: none"> • 11.17.17

6e	Collaborate with DSES in the development of the lease agreement for the NWWC on the split parcel	Create a small working subcommittee to begin to negotiate the parameters of a lease agreement	MLF Executive Director	02.13.18	In Progress	By the MLF Exec Com approval of a lease agreement <ul style="list-style-type: none"> • 03.01.19 • 05.01.19 • 12.07.19
6f	Research opportunities to leverage the 20-acre Foundation parcel to support the sustainability of the Foundation	Quietly engage potential partners to explore options	MLF Executive Director	10.09.17	In Progress	By the MLF Exec Com approval of a plan for the acreage <ul style="list-style-type: none"> • 19-20

Strategy #7: The South Gateway Apartments (Complete / On Going)

- (Rating System: In Progress = Creating the base / On-Going – Building upon the base / Complete)

	Objective	Tactic	People	Start Date	Completion Date	Evaluation
7a	Collaborate with the Mammoth Lakes Hospital to sell the SGSA complex and the land that the building occupies.	The development of a draft agreement of the potential sale	Mammoth Hospital CEO MLF CEO	07.01.17	Complete	Approval of the partnership between MLF & the SMHD <ul style="list-style-type: none"> • 06.30.18
7b	Collaborate with the Town of Mammoth Lakes staff to make recommendations to the Planning Commission and the Town Council to support an amendment to the General Plan to enhance the Institutional Public	Participate in the creation of the amended General Plan language, the development of the agenda bill and the public presentation of the agenda item.	Mammoth Hospital CEO MLF CEO MLF Executive Director	07.01.17	Complete	The Town Council approved amendment language to the Town General Plan <ul style="list-style-type: none"> • 09.20.17

7c	Continue to recruit students to be housed in 50% of the units and provide them with some sense of community.	Refine the recruitment materials and create community building events	MLF LRC	07.01.17	On-Going	As evidenced by the ability to fill the allocated rooms for students: <ul style="list-style-type: none"> - 6 studios - 12 doubles 01.06.20 <ul style="list-style-type: none"> - 28 of 31 student beds filled with a waitlist of 25 - SMHD = 4 rooms are for full-time employees, 4 are for on-call and 9 are for transition employees
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(XI) Evaluation: Visions of Success in 2022

Component of the Strategic Plan	Measurement of Progress
1. Maintain our status as a leader of nonprofits in our region and ensure compliance with all State and Federal Regulations	June 2018 = On-Going June 2019 = On-Going
2. Implementation of a comprehensive communication plan for the Foundation	June 2018 = On-Going June 2019 = On-Going
3. Implementation of a robust fund development program that supports the mission of the organization and includes the Capital Campaign	June 2018 = On-Going June 2019 = On-Going
4. Create an active partnership with the Kern Community College District and Cerro Coso Community College to support our scholars and the development of new programs	June 2018 = On-Going June 2019 = On-Going
5. Securing funding from the Kern Community College District (\$7.5 million) and the Town of Mammoth Lakes (\$2.5 million) for one-time capital and on-going operations for the Performing Arts Center as an element of the Mammoth Arts and Culture Center	June 2018 = On-Going June 2019 = One-time Capital = Complete June 2019 = \$300,000 TOML Annual Commitment = On-Going
6. The Performing Arts Center has a full complement of programming for the community as an element of the Mammoth Arts and Culture Center	June 2018 = In Progress June 2019 = In Progress
7. Plan, design, construct and open the Performing Arts Center as an element of the Mammoth Arts & Culture Center	June 2018 = In Progress June 2019 = In Progress
8. Leverage all of our events to celebrate our work as the Mammoth Lakes Foundation	June 2018 = On-Going June 2019 = On-Going
9. Approval of the Joint Partnership between MLF & the SMHD for the South Gateway Apartments	June 2018 = Complete
10. Explore land options to support housing and special projects for the community	June 2019 = In Progress
11. Ensure financial solvency for the Foundation	June 2018 = On-Going June 2019 = On-Going

“Supporting Higher Education and Cultural Enrichment in the Eastern Sierra”

Boccia 11.02.17
MLF Exec Com approval 11.28.17
MLF Board of Directors acceptance 12.02.17
MLF Exec Com approval 06.27.18
Last Update: 11.04.18
Last Update: 05.01.19
MLF Exec Com review 05.30.19
Last Update: 01.18.20
MLF Board review 02.08.20

