

Unalaskans Against Sexual Assault & Family Violence provides safety, education, and advocacy services to empower people and create a culture of nonviolence and respect.

**USAFV BOARD OF DIRECTORS REGULAR MEETING
WEDNESDAY, DECEMBER 29, 2021 - 17:30 (RESCHEDULED FROM DECEMBER 27, 2021)
ZOOM MEETING DUE TO SOCIAL DISTANCING**

*Dietrick
Vries*

MEETING MINUTES:

BOARD MEMBERS PRESENT:

Karen Kresh, Chair (Seat C – Exp 03/24)
Juliette Vries, Vice-Chair (Seat D – Exp 03/22)
Shirl Treiber, Sec/Treas (Seat B – Exp 03/23)
Jay King (Seat A – Exp 3/22)
Carlos Tayag (Seat E - Exp 03/23)
Bea Dietrick (Seat F - Exp 03/24)
Erica Aus (Seat I – Exp 03/24)
Vacant (Seat G - Exp 03/22)
Vacant (Seat H – Exp 03/23)

STAFF PRESENT:

M. Lynn Crane, Ex. Dir

GUESTS PRESENT:

Remy Tayag

BOARD MEMBERS ABSENT:

1. **CALL TO ORDER:** Kresh called the meeting to order at 17:32.
2. **ROLL CALL:** A quorum was present.
3. **READING OF MISSION STATEMENT:** Crane read the mission statement.
4. **APPROVAL OF THE AGENDA:** Vries moved to approve the Agenda, Dietrick seconded. Revised Agenda approved by consensus.
5. **APPROVAL OF MINUTES:**
 - Vries moved to approve the draft minutes of the 11/29/21 Regular Meeting; Tayag seconded. Motion passed by unanimous voice vote.
6. **REGULAR REPORTS:**
 - **ED NARRATIVE REPORT:** Board reviewed the ED narrative report.
 - **YTD FINANCIAL REPORT:** Dietrick moved to accept the FY22 Financial Report as of 12/22/21; Aus seconded. Board discussed the financial report. Motion passed by unanimous roll call vote: Vries – Aye; Treiber – Aye; Tayag – Aye; Aus – Aye; Dietrick – Aye; Kresh – Aye.
7. **UNFINISHED BUSINESS:**
8. **NEW BUSINESS:**
 - **ITEM – RECOMMENDED REVISIONS TO FY22 BUDGET:** Vries moved to approve the proposed revisions to the FY22 Budget; Dietrick seconded. Board discussed proposed revisions. Motion passed by unanimous roll call vote: Tayag – Aye; Aus – Aye; Treiber – Aye; Dietrick – Aye -; Vries – Aye; Kresh - Aye.
 - **ITEM – PROPOSED CONTRACT WITH K. POZIOMBKE FOR BOOKKEEPING SERVICES CY22:** Vries moved that USAFV enter into a contract with Kelly Poziombke for bookkeeping services at a rate of \$450 per month from January 1, 2022 through December 31, 2022; Tayag seconded. Board discussed the proposed contract. Motion passed by unanimous roll call vote: Aus – Aye; Dietrick – Aye; Tayag – Aye; Treiber – Aye; Vries – Aye; Kresh – Aye.

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- **ITEM – REQUEST TO CITY COUNCIL TO REALLOCATE FY22 OPERATING FUNDS FOR CAPITAL PURCHASE & INSTALLATION OF GENERATOR:** Vries moved to direct the Chair & ED to submit a letter to the Unalaska City Council requesting permission to reallocate \$50,000 in FY22 City grant funds for the purchase and installation of a Caterpillar 40KW, 12-/240 V generator at the shelter; Dietrick seconded. Board discussed this capital purchase. Motion passed by unanimous roll call vote: Tayag – Aye; Treiber – Aye; Dietrick – Aye; Aus – Aye; Vries – Aye; Kresh – Aye.

9. OTHER BUSINESS/DISCUSSION ITEMS:

➤ **COMMITTEE MEETINGS & REPORTS:**

- **STRATEGIC PLAN REVIEW:** Board discussed some proposed revisions to the Strategic Plan, agreed to continue the discussion via email and, if necessary, schedule a special meeting in January to finalize the revised Strategic Plan.

➤ **OTHER:**

- **FY22 CITY GRANT:** Board discussed strategy for FY22 City Grant application.
- **SOUP-OFF 2022:** Board discussed options for another virtual SOUP-OFF this year. An Ad Hoc Committee will discuss additional plans via email, and at the next Board Meeting.

10. **CORRESPONDENCE:** None.

11. **ANNOUNCEMENTS:** Treiber gone 1/3 – 1/7.

12. **PUBLIC INPUT:** None.

13. **FOR THE GOOD OF THE ORDER:** Board received the Board Calendar updated 12/21/21 and Strategic Plan approved 09/23/19.

14. **SCHEDULE NEXT MEETING:** Next Regular Board Meeting is scheduled for Monday, January 24, 2022 at 17:30.

15. **ADJOURNMENT:** Meeting adjourned at 18:57.

PASSED AND APPROVED THIS 7th DAY OF February, 2022, AT THE USAFV BOARD OF DIRECTORS MEETING, IN UNALASKA, ALASKA.



Karen Kresh, Board Chair



Shirl Treiber, Board Secretary/Treasurer

THE FOLLOWING REVISIONS TO THE FY22 BUDGET WERE APPROVED AT THE USAFV BOARD OF DIRECTORS REGULAR MEETING ON 12/29/21:

AHFC	FY22 BUDGET APPROVED 11/01/21	ED REC REVISIONS 12/29/21	DIFFERENCE + / (-)
PERSONNEL	\$ 11,917.00	\$ 8,739.11	\$ (3,177.89)
TRAVEL	\$ -	\$ -	\$ -
FACILITIES	\$ 5,514.00	\$ 5,514.00	\$ -
COMMODITIES	\$ -	\$ -	\$ -
EQUIPMENT	\$ -	\$ -	\$ -
OTHER/CONTRACTUAL	\$ 11,400.00	\$ 14,577.89	\$ 3,177.89
TOTAL	\$ 28,831.00	\$ 28,831.00	\$ -

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THE FOLLOWING CONTRACT BETWEEN USAFV & KELLY POZIOMBKE WAS APPROVED AT THE USAFV BOARD OF DIRECTORS REGULAR MEETING ON 12/29/21:

This Agreement is made between Kelly Poziombke of Unalaska, AK (hereinafter “Contractor”) and Unalaskans Against Sexual Assault & Family Violence, Inc., an Alaska non-profit corporation whose principal place of business is located in Unalaska, Alaska (hereinafter “USAFV”).

SECTION ONE - BEST EFFORTS OF THE CONTRACTOR:

Contractor agrees that she will perform all of the duties that may be required of and from her pursuant to the terms of this Agreement. Such duties shall be rendered at the Home Office in Unalaska, Alaska, and at such other place or places, as USAFV shall require.

SECTION TWO - TERM OF AGREEMENT:

The term of this Agreement shall be twelve months, commencing January 1, 2022 and terminating on December 31, 2022.

SECTION THREE - COMPENSATION:

USAFV will pay Contractor at a rate of **\$450 per month** for the duration of this contract, with payments being made monthly upon receipt of an invoice from Contractor. The parties anticipate that Contractor will generally work about 10 hours per month. Any projects that require additional time above and beyond 10 hours per month will be negotiated accordingly, and the Contractor will invoice USAFV for that additional time.

SECTION FOUR - POWER AND DUTIES:

Contractor shall be responsible to the Executive Director or her/his designee. Without limiting the foregoing, or excluding other or broader powers consistent therewith, the Contractor shall provide:

- | | |
|--|---|
| ◆ General and complex bookkeeping | ◆ Payroll |
| ◆ Tax preparation and assistance | ◆ Financial budgeting and planning |
| ◆ Financial statement preparation and presentation | ◆ Other financial and programmatic duties |

SECTION FIVE - TERMINATION DUE TO DISCONTINUANCE OF BUSINESS:

Anything herein contained to the contrary notwithstanding, in the event that USAFV shall discontinue operating its business in Unalaska, Alaska, then this Agreement shall terminate as of the last day of the month in which USAFV ceases operations at such location with the same force and effect as if such last day of the month were originally set as the termination date hereof.

SECTION SIX - NONDISCLOSURE OF CONFIDENTIAL INFORMATION:

Contractor agrees that during her contract, and for a period six (6) months thereafter, she will not disclose any information or data concerning the financial business of USAFV, disclosed to or acquired by her in confidence at any time during the period of employment. Contractor agrees that any information about known or suspected program participants of USAFV shall remain confidential in perpetuity.

SECTION SEVEN - SURRENDER OF RECORDS UPON TERMINATION OF CONTRACT:

Employee agrees that in termination of her contract for any cause whatsoever, she will surrender to USAFV in good condition any record or records kept in the course of performing her duties and responsibilities under this Agreement.

SECTION EIGHT - EMPLOYMENT PRACTICES

USAFV complies fully with AS.18.80.220 in its Employment Practices, and requires all contractors to comply with the provisions of AS.18.80.220.

SECTION NINE - NOTICES:

Any notice required or desired to be given pursuant to this Agreement shall be in writing and personally delivered to the parties or mailed by certified mail to the parties at the following addresses:

Employer: Unalaskans Against Sexual Assault & Family Violence, Inc. (USAFV)
P.O. Box 36
Unalaska, Alaska 99685

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THE FOLLOWING CONTRACT WAS APPROVED AT THE USAFV BOARD OF DIRECTORS REGULAR MEETING ON 12/29/21 (CONT):

Employee: Kelly Poziombke Contract Date: / /

SECTION TEN - ENTIRE AGREEMENT

This agreement, together with those materials incorporated by reference, contains the entire understanding and is the complete Agreement between the parties. This Agreement shall, as of the effective date hereof, supersede all other agreements between the parties. The parties stipulate that neither of them has made any other representation with respect to the subject matter of this Agreement than that which is contained in this Agreement. This Agreement cannot be amended, modified, or supplemented in any respect except by a subsequent written agreement executed by both parties.

SECTION ELEVEN: CHOICE OF LAW; FORUM

This Agreement shall inure to the benefit of, and shall be binding upon, USAFV, its successors, or assigns. This Agreement may not be assigned by Contractor.

Headings in this Agreement are for convenience only and shall not be used to interpret or constitute its provisions.

A delay or failure by either party to exercise a right under this Agreement or a partial or single exercise of that right shall not constitute a waiver of that or any other right.

SECTION TWELVE

DATED this _____ day of _____, 20_____.

Employer

Unalaskans Against Sexual Assault & Family Violence
P.O. Box 36
Unalaska, Alaska 99685

M. Lynn Crane
Executive Director

Employee

Kelly Poziombke
3308 W. 2nd Street
Anacortes, WA 98221

Kelly Poziombke
Contractor