Kalamazoo Foundation for Excellence

Agenda
FFE Board of Directors

Monday, September 25, 2023   2:00 PM

Mayor's Riverfront Park - 251 Mills Street, Kalamazoo, MI 49048

A. CALL TO ORDER

B. APPROVAL OF AGENDA

1. Welcome Guests

C. APPROVAL OF MINUTES

1. Approve April 24, 2023, minutes.

D. REPORTS AND COMMUNICATIONS

1. (No action) 2023 FFE-City Project Preliminary Impact Presentation
2. (No action) Draft 2024 FFE Budget Presentation

E. REGULAR AGENDA

1. Approve Amended 2023 and New 2024 Board and Committee Schedules
2. Approve Midyear 2023 Budget Adjustment
3. Approve Miller Johnson Attorneys Contract Renewal as FFE Legal Counsel
4. Approve Directors and Officers and General Liability Insurance
5. Approve Endowment Developer Position Description and Compensation Range
6. Approve Foundation Coordinator Position Description and Compensation Range

F. PUBLIC COMMENTS

G. BOARD MEMBER COMMENTS

H. ADJOURNMENT

General information about the Foundation for Excellence (FFE) including board meeting schedules, meeting agendas and minutes, bylaws, and much more can be accessed at: https://www.kalamazoocity.org/ffe.

Agendas and previous minutes and video streams for FFE meetings are available directly at: https://kalamazoomi.civicclerk.com/.

Questions regarding agenda items may be answered prior to the meeting by contacting the FFE Manager at 269.337.8047 or ffe@kalamazoocity.org.

Meetings are held in person at Kalamazoo City Hall, 241 W. South St. 49007. Meetings of the full Board are also streamed live and archived on the City's Facebook page (https://www.facebook.com/KalamazooCity/) and YouTube Channel (www.kalamazoocity.org/youtube).

KALAMAZOO FOUNDATION OF EXCELLENCE

PUBLIC COMMENT RULES

1. Persons attending a regular or special meeting of the Board of Directors of the Kalamazoo Foundation for Excellence shall be permitted to address the Board in conformity with this rule and the Michigan Open Meetings Act.

2. An individual wishing to address the Board shall wait to be recognized by the presiding officer.

3. A person addressing the Board shall provide their name and whether they are a resident of the City.

4. Remarks by a speaker shall be confined to matters within the preview of the Board and KFFE.

5. The chairperson of the meeting or a majority of the Board in attendance may permit individuals to speak once, for up to four (4) minutes, on specific matters being considered on the meeting agenda of the Board, except no comment is permitted on secondary or procedural motions to a main motion.

6. A speaker is permitted to address the Board once during the Public Comment portion of the meeting for up to four (4) minutes.

7. A speaker is not permitted to yield any unused portion of speaking time to other speakers.

8. A speaker may be ruled out of order for conduct that interrupts or disrupts the meeting.

Updated August 3, 2023

FFE Board of Directors
Staff Report

Kalamazoo
Foundation for
Excellence

TO: Foundation for Excellence Board of Directors

FROM: Executive Committee
Steve Brown, Executive Director
Kerry Lyn Williams, Grants Division Manager

DATE: September 25, 2023

SUBJECT: (No action) 2023 FFE-City Project Preliminary Impact Presentation

RECOMMEDATION:

No action is requested at this time.

BACKGROUND:

Staff are sharing top-level data for 2023 projects undertaken by the City and partners with FFE funding. Below is a summary and some highlights as of September 1, 2023. While significant progress has been made, project completion has not yet occurred. Final project information will be made available later this fall and included in the annual newsletter. The goal of this presentation is to ensure Directors have a timely and accurate overview of project completion, including areas of progress and challenges.

Summary

- The 2023 fiscal year saw total FFE investments in Kalamazoo exceed $180 million.
- All projects continue to align with at least one Imagine Kalamazoo 2025 Goal and at least one FFE Priority. Many projects are able to demonstrate impact in more than one area.
- Overall, 42 projects were have been tracked
    - Five (5) from Parks and Recreation (PR);
    - Seven (7) from Public Services (PS);
    - 23 from Community Planning and Economic Development (CPED);
    - Four (4) from Shared Prosperity Kalamazoo (SPK); and
    - Three (3) unassigned - administered by the FFE Executive Director in collaboration with City staff and partners.
- The FFE Workbook was once again expanded in 2023 to encompass the most useful array of data on each project possible. Project leads from City departments provided up to three (3)

outputs and three (3) outcomes at the time of funding approval by which to measure completion and success of their work. Regular check-ins with projects occur to ascertain progress, remediate barriers, and provide support as needed.

Highlights

- Of the 42 projects, 34 (81%) were reported to be on track with their projected timelines as of September 1, able to achieve substantial completion by December 31. The remaining eight (8) or 19% of projects had encountered a barrier which required a project modification or created a delay, but fully intend to complete the project despite these barriers. No projects had been canceled or expected to remain uncompleted as of September 1, a first since FFE began in 2017.
- The City was able to leverage $9,047,466 of combined 2022 and 2023 FFE funding to obtain $7,274,694 in outside additional grant funding, including an historic $5.97 million federal grant for planning associated with two-way street conversions.
- The 2023 FFE Newsletter is slated to be mailed to all of Kalamazoo's approximately 30,000 occupied residences in late December 2023 or early January 2024 to share facts, graphics, photographs and testimonial stories with the general public.

2023 FFE Project Update - August

Dept	Project Name	2023 FFE Funding	2022 Carryover Funding	Other Funding	Total Funding	Progress Update
PR	SuperRec	$ 195,219	$ -	$ -	$ 195,219	1
PR	MyCity YOU	$ 825,000	$ -	$ -	$ 825,000	1
PR	All Things Possible	$ 135,725	$ -	$ -	$ 135,725	1
PR	YD Stipends	$ 20,000	$ 1,355	$ -	$ 21,355	1
PR	Youth Action Council	$ 15,000	$ -	$ -	$ 15,000	1
PS	Portage Street	$ 85,000	$ -	$ 375,000	$ 460,000	1
PS	Traffic Calming	$ 100,000	$ 40,045	$ 375,000	$ 515,045	1
PS	Sidewalks	$ 1,565,000	$ 256,896	$ -	$ 1,821,896	1
PS	Riverside Cemetery	$ -	$ 150,000	$ -	$ 150,000	0
PS	Tree Planting	$ -	$ 72,077	$ 350,000	$ 422,077	1
PS	Two Way Streets	$ -	$ 367,224	$ 5,974,694	$ 6,341,918	1
PS	Tree Maintenance	$ -	$ 29,849	$ 200,000	$ 229,849	1
CPED	Continuum of Care	$ 30,000	$ 10,000	$ -	$ 40,000	1
CPED	Downtown Ambassadors	$ 150,000	$ -	$ -	$ 150,000	1
CPED	322 Stockbridge	$ 100,548	$ -	$ -	$ 100,548	1
CPED	Kalamazoo Roots	$ 50,000	$ 2,037	$ -	$ 52,037	1
CPED	Outreach and Engagement	$ -	$ 85,099	$ -	$ 85,099	1
CPED	Clearing Clouded Titles	$ -	$ 9,734	$ -	$ 9,734	0
CPED	Foreclosure Prevention	$ -	$ 50,000	$ -	$ 50,000	1
CPED	Dangerous Building Demolition	$ -	$ 228,942	$ -	$ 228,942	1
CPED	Neghborhood Plan Imp	$ -	$ 41,779	$ -	$ 41,779	1
CPED	Green Affordable Housing	$ -	$ 254,250	$ -	$ 254,250	0
CPED	Neighborhood Bus Signs	$ -	$ 24,550		$ 24,550	1
CPED	BDF TA Grants	$ 211,500	$ -	$ -	$ 211,500	1
CPED	BDF Capacity Building	$ 50,000	$ -	$ -	$ 50,000	1
CPED	Kalamazoo Micro-Enterprise Grants	$ 88,000	$ -	$ -	$ 88,000	1
CPED	BDF CanDo Bus Incubator	$ -	$ 200,000	$ -	$ 200,000	0
CPED	HDF Site Acquisition	$ 250,000	$ 147,388	$ -	$ 397,388	0
CPED	HDF Incremental Development	$ -	$ 750,000	$ -	$ 750,000	1
CPED	HDF LISC Development	$ -	$ 250,000	$ -	$ 250,000	0
CPED	HDF Pathways Home	$ -	$ 550,000	$ -	$ 550,000	1
CPED	HDF Pathways Lease	$ -	$ 225,000	$ -	$ 225,000	1
CPED	HDF Predevelopment	$ -	$ 208,209	$ -	$ 208,209	0
CPED	HDF Lawrence Properties	$ -	$ 170,238	$ -	$ 170,238	0
CPED	HDF Critical Code Repair	$ -	$ 104,000	$ -	$ 104,000	1
SPK	HireReach	$ 250,000	$ -	$ -	$ 250,000	1
SPK	TriShare	$ 195,000	$ -	$ -	$ 195,000	1
SPK	Experiential Learning	$ 220,000	$ -	$ -	$ 220,000	1
SPK	VITA	$ 55,998	$ -	$ -	$ 55,998	1
FFE	RentAble - Carryover*	$ -	$ 160,000	$ -	$ 160,000	1
FFE	DKI Inviting Places	$ -	$ 51,127	$ -	$ 51,127	1
FFE	Youth Mobility Fund	$ -	$ 175,677	$ -	$ 175,677	1
					$ -	
		$ 4,591,990	**$ 4,455,476**	**$ 7,274,694**	**$ 16,322,160**	
					$ -	
					$ -	
					$ -	

Note: RentAble funds have been paid to UW and are not on City books - but utilization has not been complete.
Note: SPK Carryover funds ($716,800) are allocated to specific projects in this workbook and FFE Communication and Evaluation ($24,512) is not included as a project.

Each FFE project is required to identify between one and three outputs (quantitative measures of work completed) and outcomes (changes in condition, knowledge, or attitude) as a result of its implementation. In addition, each repeated/continued project is asked to identify areas for improvement. This sheet contains all numerical targets for each project. As each is completed in 2023, the actual outputs and outcomes will be recorded to determine each project's success in achieving its targets. Additional opportunities for improvement will be identified for subsequent implementations, should they occur.

FFE Board of Directors
Staff Report

Kalamazoo Foundation for Excellence

TO: Foundation for Excellence Board of Directors

FROM: Finance Committee
Prepared by: Steve Brown, Executive Director

DATE: September 25, 2023

SUBJECT: (No action) Draft 2024 FFE Budget Presentation

RECOMMEDATION:

(No action) Draft 2024 FFE Budget Presentation

BACKGROUND:

get Summary
The proposed 2024 Foundation for Excellence (FFE) budget is $22,195,674, which includes a $4,739,921 (21.4% of total FFE budget) City budget stabilization and $15,347,374 tax reduction reimbursement grant and $384,694 tax reconciliation payment (70.8%), $670,344 for aspirational activities, and $1,053,341 (4.7%) for operations as outlined in the budget detail. Some expenses associated with the proposed Developer and Coordinator positions will likely need to be adjusted slightly to accommodate minor one-time expenses such as City laptops and will be reviewed in context to a renewed FFE-City Service Agreement for 2024. All sums and agreements will be final when proposed for Board action at the October 30 meeting.

This budget is a 13.07% increase over 2022. This budget follows the method of determining the annual distribution in section 9.03 of the bylaws and the FFE's Spending Policy. The 2024 fiscal year will bring FFE investments in the City of Kalamazoo since its founding in 2017 to $200 million dollars.

Timeline
The FFE budget approval process for FY 2024 was kicked off by a Budget Request memo from the City for the first time and included the five standard steps of all previous years:

1. August - Budget Request memo from City to FFE
2. August - Finance Committee reviews the draft budget proposed by the City and recommends it to the Board for review but not action.

3. September - The Board reviews and engages with the draft budget, conveying any observed changes or new needs to staff.
4. October - Staff present the draft budget to the City Commission for review but not action.
5. October - The Board votes on the final draft budget at their October meeting and recommend it to the City Commission for adoption with the City's budget.
6. January - The City Commission vote to adopt the City's budget including FFE

Please refer to the attached FFE Request Memorandum from the City of Kalamazoo as well as the FFE Memorandum for more complete information.

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August 25, 2023

Steve Brown
Executive Director, Kalamazoo Foundation For Excellence (FFE)

Mr. Brown,

I am writing on behalf of the City of Kalamazoo to formalize the initial budget request for 2024. We are requesting the following amounts for the 2024 budget.

$15,347,374 – Tax reduction
$384,694 – Tax reduction 2023 reconciliation payment
$4,739,921 – Budget Stabilization
$1,799,665 – Aspirational from remaining City grant
$670,344 – Aspirational from endowment

TAX REDUCTION

Bylaws, Section 9.03, Subsection A: "Equal to the difference between the amount that the City would have received in real estate tax and personal property tax revenue for the fiscal year-in-question calculated using a millage rate of 19.2705 mills ($19.2705 per $1000 of taxable value) less the amount of real and personal property taxes that the City is budgeted to receive for the fiscal year-in-question under the City's proposed millage rate, so as to provide the City a tax rate that is correlative to other municipalities in the Kalamazoo area (…)"

Total 2024 Projected Taxable Values = $2,074,847,282.

Projected difference in taxes under 19.2705 mills and current 12 mills = $15,347,374.

TAX REDUCTION 2023 RECONCILIATION PAYMENT

Due to the timing of the Foundation for Excellence's budget timeline, the City provides an estimate for the upcoming year's tax valuations. The City sets taxable values less exemptions after the March Board of Review. The values are then created by assessing for the tax bills to be sent out in July.

The final personal property tax value to be reimbursement is provided by the State of Michigan each year in October.

Total tax reduction payment provided in the 2023 budget - $13,986,662.

Current projected calculation of property taxes eligible to be reimbursed by the FFE for 2023 - $14,371,356.

This difference equals $384,694.

THE CITY OF Kalamazoo

Department of Management Services
241 West South Street
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BUDGET STABILIZATION

Bylaws, Section 9.03, Subsection B: $4 million for budget fiscal 2019 and thereafter adjusted annually by the Municipal Cost Index developed by the American City & County Magazine, or another credible model addressing the price of the unique market basket of goods and services purchased by local governments, to address the structural revenue imbalance to City finances due to Michigan's broken municipal finance system. This year's request is calculated using the amount provided in 2023, $4,514,210 increased by 5.0%.

ASPIRATIONAL PROJECTS AND PROGRAMS

Bylaws, Section 9.03, Subsection C: Additional annual distributions may be approved (…) (i) consistent with the purposes set forth in Article II in the Articles of Incorporation of this Corporation; and, (ii) consistent with donor intent as specified in the Statement of Donor Intent (…)

Our proposed 2024 aspirational projects will utilize remaining grant dollars first and will only draw from endowment if needed. A listing of the proposed projects is below.

Request Name	Amount
Youth Mobility Fund	$99,500
Imagine Kalamazoo Outreach & Engagement	$79,063
All Things Possible	$168,613
Summer Youth Employment	$827,056
Super Rec	$248,542
Youth Action Council	$21,606
Youth Development Stipend	$25,629
Pedestrian Sidewalk Improvements	$1,000,000
Total	**$2,470,009**

The City is in the process of creating its 2024 budget including finalizing the plan for the remaining $17,193,181 of State and Local Fiscal Recovery Funds provided by the American Rescue Plan Act. We request flexibility to update requests as necessary to provide for the highest and best use of projects funded between these federal dollars and the aspirational funding provided by the FFE as we finalize the City budget.

I am also proposing the following draw schedule from the endowment for 2024.

March 1	$7,866,034 – Tax Reduction
June 3	$7,866,034 – Tax Reduction
September 2	$2,369,960 – Budget Stabilization
December 2	$2,969,961 – Budget Stabilization

Stephen Vicenzi
Chief Financial Officer
City of Kalamazoo

FFE	DRAFT FFE 2024 Budget					7-Sep-23
		2023 Budget	DRAFT 2024	Executive Director	Development	Coordination
Account Number	Account Title			incl. proj. increase		
760-740-00.000-702.001	BASE PAY - FULL TIME	$177,425	$297,218	$137,218	$91,000	$69,000
760-740-00.000-702.010	BASE PAY - PART TIME					
760-740-00.000-702.014	TEMPORARY PAY - REGULAR					
760-740-00.000-703.000	OVERTIME PAY					
760-740-00.000-703.010	OVERTIME - PART TIME					
760-740-00.000-703.014	TEMPORARY PAY - OVERTIME					
760-740-00.000-709.001	PREMIUM PAY					
760-740-00.000-709.010	BONUS PAY					
760-740-00.000-709.020	ALLOWANCES		$5,400	Car Allowance		
760-740-00.000-710.001	EMPLOYER SOCIAL SECURITY	$19,176	$18,514			
760-740-00.000-711.001	HEALTH BENEFIT ALLOCATION	$22,395	$36,336			
760-740-00.000-711.002	HSA CONTRIBUTION					
760-740-00.000-711.010	DENTAL INSURANCE ALLOCATION		$2,679			
760-740-00.000-711.011	GROUP LIFE INSURANCE ALLOCATION	$1,128	$678			
760-740-00.000-711.012	OTHER FRINGE BENEFIT ALLOCATION	$5,076	$11,852			
760-740-00.000-711.020	WORKERS COMPENSATION ALLOCATION	$1,457	$1,851			
760-740-00.000-711.050	DEFERRED COMPENSATION	$3,525	$4,479			
760-740-00.000-711.051	DEFINED RETIREE HEALTH CONTRIBUTION	$4,818	$7,800			
760-740-00.000-727.001	OFFICE SUPPLIES AND FORMS		$1,000			
760-740-00.000-727.002	MEETING SUPPLIES		$1,200	$50/meeting x 24 $1,200		
760-740-00.000-727.003	POSTAGE		$8,200	2022 NL actual x 1.05		
760-740-00.000-801.000	PROFESSIONAL AND CONTRACTUAL SERVICES	$65,000	$10,300	2022 NL actual x 1.05		
760-740-00.000-801.001	BANK FEES					
760-740-00.000-801.002	INVESTMENT MANAGEMENT FEES	$160,000	$168,000	2022 x 1.05		
760-740-00.000-801.003	CONSULTING SERVICES AND FEES	$185,000	$194,250	2022 x 1.05		
760-740-00.000-801.004	AUDIT FEES	$12,000	$14,900	2022 x 1.06		
760-740-00.000-801.007	CUSTODIAN FEES	$135,000	$141,750	2022 x 1.05		
760-740-00.000-801.010	PLANNING AND STUDIES		$			
760-740-00.000-802.001	LEGAL SERVICES	$80,000	$79,600	Actual 2023 engagement letter		
760-740-00.000-810.000	OTHER OPERATIONAL					
760-740-00.000-810.001	BUSINESS AND EMERGENCY MEALS		$5,400		$20/meal x 20 x 12 mo's $4,800	
760-740-00.000-810.003	MEMBERSHIPS AND SUBSCRIPTIONS		$385		AFP (small org) $185	
760-740-00.000-810.007	DUE DILIGENCE	$15,000	$15,000			
760-740-00.000-811.000	PROFESSIONAL DEVELOPMENT	$10,000	$12,500	ED: ICMA $2,500	Ed & Dev: AFP ICON & LEAD $10,	
760-740-00.000-815.000	SOFTWARE AND APPLICATIONS		$12,211		BB/U: $8,711 Possible Crescendo	
760-740-00.000-821.003	LIABILITY INSURANCE	$25,000	$1,838	D&O: $600 GL: $650, Fiduciary $1,000 x 1.05		
760-740-00.000-830.001	ADMINISTRATIVE FEES		$			
760-740-00.000-960.101	CONTRIBUTION TO GENERAL FUND	$18,500,872	$20,471,989	Budg. stab.: $4,739,921 x 1.06, tax $15,347,374, tax re		
760-740-00.000-960.234	CONTRIBUTION TO FFE ASPIRATIONAL PROJECT	$206,860	$670,344			
	Personnel Subtotal	$441,860	$386,807	1.74%	Personnel costs as percent of tot	
	Operations Subtotal	$922,000	$1,053,341	4.75%	Operations costs as percent of to	
	TOTAL	$19,629,732	$22,195,674	13.07%	Total increase in expenses	

FFE Board of Directors
Staff Report

Kalamazoo Foundation for Excellence

TO: Foundation for Excellence Board of Directors

FROM: Steve Brown, Executive Director

DATE: September 25, 2023

SUBJECT: Approve Amended 2023 and New 2024 Board and Committee Schedules

RECOMMENDATION:

Approve Amended 2023 Board and Committee Schedule

BACKGROUND:

Each fall, the FFE Board must approve a meeting schedule for the subsequent year to be forwarded to the Kalamazoo City clerk for public posting and to be uploaded to the City's portal for public meetings. FFE meetings where official action can be taken, not just recommended, must abide by the Open Meetings Act (OMA). FFE Bylaws state: Section 3.02 establishes the FFE as a "public body" for purposes of Michigan's Open Meetings Act; Section 4.05 establishes the allowable characteristics of meetings; Section 4.06 establishes rules for notifying the public.

The attached draft 2024 FFE meeting schedule is a general update on previous years, which were successful according to staff and Board feedback. It is important to schedule FFE committee meetings on a cadence to prepare agendas for Board and City Commission meetings to effectively conduct business. New meetings can be added throughout the year and canceled as needed in accordance with the Open Meetings Act (OMA).

Three changes are recommended to the 2024 schedule.
1. Move full board meetings to Mayor's Riverfront Park Front Conference Room to have more room, better facilities, and ample and free parking.
2. Discontinue streaming board meetings in response to the now universal return to in-person gatherings following the conclusion of relevant declared COVID-19 emergency orders. OMA meetings are not required to be streamed and have garnered minimal or often no viewership over the last several years.
3. Separate the Audit and Nominating committee meetings to dates separate from the Executive and Finance Committee meetings to ensure each committee has one full hour to conduct its

business.

4. We have clarified that FFE's Nominating Committee like all others associated with the City is not a public meeting, due to personnel matters being discussed as a rule and the fact that it can not decide but only recommend matters to the Board with the accompanying full information the Board needs to make its decisions.

Kalamazoo Foundation for Excellence

241 W. South Street, Kalamazoo, MI 49007
www.kalamazoocity.org/ffe | (269) 337-8047

2023 Schedule of FFE Board and Committees

Finance, Audit, and Executive Committee meetings are open to the public in City Hall at 241 W. South Street. Board meetings are open to the public and held starting in September in the Parks and Recreation building of Mayor's River Front Park at 251 Mills St, Kalamazoo, MI 49048. Nominating meetings are not public meetings.

	Committees					Board of Directors
Date	**Finance**	**Audit**	**Executive**	**Nominating***	**Investment**	
Monday, January 30	2:00 p.m.		3:00 p.m.	3:30 p.m.*		
Wednesday, February 22					12:00 p.m.	
Monday, February 27				1:30 p.m.*		2:00 p.m.
Monday, April 10	2:00 p.m.	2:30 p.m.	3:00 p.m.	3:30 p.m.*		
Monday, April 24						2:00 p.m. Annual
Wednesday, May 24					12:00 p.m.	
Monday, August 21		2:30 p.m.				
Wednesday, August 23					12:00 p.m.	
Monday, August 28	2:00 p.m.		3:00 p.m.			
Monday, September 25						2:00 p.m. Business
Monday, October 9	2:00 p.m.		3:00 p.m.			
Monday, October 30						2:00 p.m. Business
Monday, December 11	2:00 p.m.	2:30 p.m.	3:00 p.m.	3:30 p.m.*		
Approved				*10.24.2022*		
Updated				*8.28.2023*		
Posted				*10.2022, 06.2023, 07.2023, 09.2023*		

* Not Open Public Meetings

Kalamazoo Foundation for Excellence

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DRAFT 2024 Schedule of FFE Board and Committees

Board meetings are held in Kalamazoo Parks & Recreation Headquarters at Mayor's Riverfront Park, 251 Mills St. Finance, Audit, and Executive Committee meetings are held in Kalamazoo City Hall, 241 W. South Street. Investment Meetings are held at the W. E. Upjohn Institute for Employment Research at 300 S. Westnedge Avenue. Meetings are open to the public. Agendas can be viewed the Friday prior to a meeting via the Meetings section of FFE's website. Nominating meetings are not public meetings.

	Committees & Subcommittees					**Board of Directors**
Date	**Finance**	**Audit**	**Executive**	**Nominating***	**Investment**	
January 22				3:00 p.m.*		
January 29	2:00 p.m.		3:00 p.m.			
February 12						2:00 p.m.
February 28					12:00 p.m.	
March 4				3:00 p.m.*		
April 1		2:00 p.m.		3:00 p.m.*		
April 8	2:00 p.m.		3:00 p.m.			
April 22						2:00 p.m.
May 22					12:00 p.m.	
August 12		2:00 p.m.		3:00 p.m.*		
August 26	2:00 p.m.		3:00 p.m.			
September 23						2:00 p.m.
October 7	2:00 p.m.		3:00 p.m.			
October 28						2:00 p.m.
December 9	2:00 p.m.		3:00 p.m.			
December 16		2:00 p.m.		3:00 p.m.*		
Approved Published						

* Not Open Public Meetings

FFE Board of Directors
Staff Report

Kalamazoo Foundation for Excellence

TO: Foundation for Excellence Board of Directors

FROM: Finance Committee
Steve Brown, Executive Director

DATE: September 25, 2023

SUBJECT: Approve Midyear 2023 Budget Adjustment

RECOMMEDATION:

Approve Midyear 2023 Budget Adjustment

BACKGROUND:

As of this adjustment report, dated July 12, 2023, no changes to the total budget bottom line are being requested. As the attached line item budget shows, this adjustment intends to bring movements within the budget (from one line to another) to the Finance Committee and Board's attention for fiscal transparency and accountability. This is expected to be an annual process. Midyear adjustments are a normal procedure to maintain alignment between its budget and strategic activities. Adjustments are approved by the Board.

Total Expenditure Adjustments: $112,250
Percent of adjustments to total operating budget: 10%

2023 Foundation for Excellence Endowment Operating Expenditures

		Budget	Budget Adjustment	Actuals through July 12, 2023	Expected Expenditures	Remaining Balance
City Property Tax Relief	Projected Taxable Values = $1,923,755,188 Projected difference 19.2705 - 12 mills.	$ 13,986,662		$ 6,993,331	$ 6,993,331	**$ -**
City Budget Stabilization	Rolling two-year CPI of 3.3% as of 12.2021	$ 4,514,210			$ 4,514,210	**$ -**
Contribution to General Fund	City positions	$ 206,860			$ 206,860	**$ -**
Legal Services Agreement	Retainer for one-year of services (1.1.-12.31)	$ 80,000		$ 1,492	$ 66,109	**$ 12,399**
D&O Insurance	Director and Officer Insurance	$ 25,000				**$ 25,000**
Professional Development	Ongoing personnel development	$ 10,000		$ 2,648		**$ 7,352**
Due Diligence	Travel and training fees	$ 15,000				**$ 15,000**
Fund Management	Fund Mngr. Fees (Black Rock, Jennison)	$ 160,000		$ 39,650	$ 120,350	**$ 0**
Endowment Custory Fees	Custody Fees (State Street)	$ 135,000		$ 36,876	$ 98,124	**$ 0**
Endowment Investment Mgmt.	Consulting Fees (Marion Capital)	$ 185,000		$ 45,000	$ 140,000	**$ -**
Independent Audit	Independent Audit and 990 service	$ 12,000	$ 2,000	$ 14,000		**$ -**
Personnel (2)	Two (2) full-time equivalent FFE endowment positic	$ 235,000	$ (70,753)	$ 78,476	$ 85,590	**$ 181**
Allowances	Car Allowance		$ 5,400	$ 3,150	$ 2,250	**$ -**
Office Supplies	Supplies for Foundation for Excellence		$ 353	$ 353		**$ 0**
Planning and Studies	Fundraising feasibility study		$ 90,000		$ 90,000	**$ -**
Software and applications	Blackbaud Fundraising Software		$ 6,711	$ 6,711		**$ (0)**
Postage	Postage for annual mailing; development planning		$ 7,786	$ 7,786		**$ (0)**
Communications and Engagement	Communications and marketing strategies	$ 20,000	$ (9,786)			**$ 10,214**
Endowment Development services	One-year agreement for development planning	$ 25,000	$ (25,000)			**$ -**
Development supports	Meeting and engagement expenses	$ 20,000	$ (6,711)	$ 2,101		**$ 11,188**
	TOTAL	**$ 19,629,732**	**$ -**	**$ 7,231,574**	**$ 12,316,824**	**$ 81,334**

Summary of budget adjustments

- Fundraising feasibility study - additional $65,000 needed for agreement
  - Move $65,000 from personnel
- Independent Audit - additional $2,000 needed
  - Move $2,000 from communications and engagement
- Office Supplies - $353 not budgeted
  - Move $353 from personnel
- Car allowance - $5,400 not budgeted
  - Move $5,400 from personnel
- Software & applications - $6,711 not budgeted
  - Move $6,711 from development supports (meeting and engagement expenses)

FFE Executive Committee Staff Report

Kalamazoo Foundation for Excellence

TO: Foundation for Excellence Executive Committee

FROM: Executive Committee
Steve Brown, Executive Director

DATE: September 25, 2023

SUBJECT: Approve Miller Johnson Attorneys Contract Renewal as FFE Legal Counsel

RECOMMEDATION:

It is recommended that the Board approve a one-year renewal of legal services from Miller Johnson Attorneys and authorization of the President to sign all necessary documents.

BACKGROUND:

Attached for reference is the original memorandum dated August 8, 2022, summarizing the competitive bidding process and unanimous recommendation of the scoring team to select Miller Johnson. Staff and Board Members agree on the value and excellence of Miller Johnson's legal services to FFE under the leadership of attorney Richard O. Cherry and would therefore like to renew the agreement for a second year. The FFE's adopted Purchasing Policy (below) clearly outlines the Board's ability to renew the contract without a bidding process for up to five consecutive years. This would be the second year.

<u>City of Kalamazoo Purchasing Manual</u> - Chapter 6, Section 5
"Because of the critical and interpersonal nature of contracts with professional firms, it is recognized that it may be in the best interest of the City to not put professional contracts out for competition each year. However, to keep the sharpness and responsiveness afforded by competition, professional service relationships should not exceed five years without complete reevaluation. Formal contracts should include definite terms of service. Informal professional service relations, such as trainers, may be evaluated every year or two. Care should be taken for all purchases of professional services to avoid conflict of interest as outlined in Chapter 9."

<u>Scope of Work</u>
The proposed 2024 agreement is the same as the 2023 agreement in quantity and scope of work needed by FFE with the sole addition of "planned giving," which will be important to FFE

endowment development. It is anticipated that legal billing needs in 2024 will not exceed those of 2023.

Authority in FFE Bylaws:
"Section 10.01 Contracts, Conveyances, Etc. Unless otherwise directed by the Board of Directors, all conveyances, contracts and instruments of transfer and assignment shall be specifically approved by the Board of Directors and shall be executed on behalf of the Corporation by such Officers or agents as may be specifically authorized by the Board of Directors."

Kalamazoo
Foundation for
Excellence

241 W. South Street
Kalamazoo, MI 49007-4796
www.kalamazooffe.org

MEMORANDUM

08/5/2022

TO: FFE Board President, Sandra Calderon-Huezo
Member, Miller Johnson, Rich Cherry

FROM: FFE Legal Counsel, Clyde J. Robinson
FFE Manager, Steve Brown

RE: Foundation for Excellence Legal Services Agreement Approval

Need for Legal Counsel

City Attorney and FFE Legal Counsel Clyde J. Robinson gave notice of his pending retirement in the spring of 2022. He had originally received an allowance from the City Commission and FFE Board of Directors waiving concerns of conflicts of interest in holding the two offices. Over an approximately five-year period Attorney Robinson served the FFE Board dutifully with superlative integrity. Given the significant advances in developing the FFE since its founding in 2017, his recommendation was to take the opportunity for the FFE Board to contract its own independent counsel. This would create a healthy separation of City and FFE needs and roles and would eliminate concerns related to conflicts of interest.

In response, staff acted to define the scope of services needed and release a request for proposals (RFP) (attached) for legal services. On June 1, with a deadline of July 15, staff released the RFP to the public, posted it on the FFE website as a news article, and targeted two Michigan law firms that clearly possessed the skills and capacity needed for the work the FFE needs. The scope of the RFP was:

- Services as Recording Secretary for Board meetings (approx. four, two-hour long meetings annually) and the Investment Subcommittee (approx. four hour-long meetings annually);
- annual facilitation of stakeholder groups to vet and select new Board Directors;
- compliance with Michigan Freedom of Information and Open Meetings Acts;
- 501c3 Type III non-profit governance and compliance support;
- general contract creation and administration;
- counsel on needed policies/policy updates and adherence to generally accepted best practices;
- legal mediation with the City of Kalamazoo as needed;
- prepare reports as assigned;
- other legal representation and consultation as needed.

Responses

There were two responses to the RFP, both complete, one from Warner, Norcross & Judd, and one from Miller Johnson. An ad hoc review committee was formed comprised of City Attorney Robinson, Grant Specialist Williams, and FFE Manager Brown, and FFE Board Directors Miller and Balkema.

Review and Recommendation

The team independently reviewed the submitted proposals and then convened to discuss them in the scoring framework set out in the RFP. The scoring team was unanimous in scoring the recommended firm higher, 191 compared to 176. This was based on the larger number of retained hours included and therefore lower hour-unit cost, the focus on one point person to contact, but especially a more significant experience with municipal and non-profit law.

Therefore, the review team unanimously recommends Miller Johnson's proposal for approval by the FFE Board for a term of November 1, 2022, to November 1, 2023, with this memorandum and the Miller Johnson proposal serving as the terms and conditions of the agreement between the parties.

Calderón 10-10-22

FFE Board President, Sandra Calderon-Huezo **Date**

10/24-22

Member, Miller Johnson, Rich Cherry **Date**

MILLER JOHNSON
Attorneys

Radisson Plaza Hotel & Suites
100 West Michigan Avenue
Suite 200
Kalamazoo, MI 49007-3960

MERITAS LAW FIRMS WORLDWIDE

RICHARD O. CHERRY
Attorney at Law

269.226.2987
269-226-2951 fax
cherryr@millerjohnson.com

July 31, 2023

VIA EMAIL TO BROWNS@KALAMAZOOCITY.ORG

Kalamazoo Foundation for Excellence
ATTN: Steve Brown, Foundation Manager
241 W. South Street
Kalamazoo, MI 49007

Re: Engagement Letter re: Foundation Attorney Services for 2023-2024

Dear Steve:

It has been a pleasure to represent the Kalamazoo Foundation for Excellence ("FFE") over this past year. Thank you for considering Miller Johnson to represent the FFE for yet another year. This letter contains the basic terms of our representation. The terms stated here are supplemented by our **Standard Terms of Engagement**, a copy of which is provided with this engagement letter. Those terms are also important and you should read them closely.

As stated before, it is our goal to represent the FFE efficiently and effectively. You should be informed about the progress of the representation and comfortable with our services and the people who provide them, so please call us if you ever have a question, suggestion or issue.

Who Is The Client? Identifying our client is important. Our duty of representation runs to our client, not to any other person. Michigan Rule of Professional Conduct 1.13(a) explains that a lawyer who is retained to represent an organization represents the organization as distinct from its directors, officers, employees or other constituents. That is why we think it is important to explain that our client is the FFE. Although we will be communicating with the FFE through its officers, agents, officials or employees, our client is the FFE and not to those individuals. The attorney-client privilege belongs to the FFE and not to those individuals. Please contact us if there is any confusion about this.

Please advise which FFE representatives with whom we are authorized to communicate and from whom we may accept instructions during our engagement as the FFE's legal counsel.

What Is The Scope Of Our Representation? Again, it is our understanding that we will be assisting the FFE Board of Directors and the FFE Manager in the following areas:

- As Recording Secretary for Full Board meetings and meetings of the Investment Subcommittee;

- Annual facilitation of stakeholder groups to vet and select new Board Directors;

- Compliance support with regard to the Michigan Freedom of Information and Open Meetings Act;

- 501(c)(3) Type III non-profit governance and compliance support;

- General contract creation and administration;

- Planned Giving Legal Consultation;

- Counsel on needed policies/policy updates and adherence to generally accepted best practices;

- Legal mediation with the City of Kalamazoo as needed;

- Preparation of reports as assigned; and

- Other legal representation and consultation as needed.

How Will We Communicate With Each Other? We will keep the FFE informed of the status of our representation and on matters that impact any decisions the FFE must make. Should the FFE at any time have questions or need for information, we will respond promptly. In return, the FFE agrees to keep Miller Johnson attorneys reasonably informed of any developments that materially affect Miller Johnson's representation and to be available for necessary consultation with Miller Johnson attorneys on legal matters within the scope of this agreement.

Unless otherwise limited by the FFE, we may communicate with FFE personnel in person or by phone, email, letter or fax. The FFE will provide us with the contact information and e-mail addresses for all FFE personnel with whom we are authorized to communicate and from whom we are authorized to accept instructions. Please understand that our communications to those email addresses will likely be privileged or confidential and that it is the FFE's responsibility to secure those addresses from unauthorized users.

Your Obligations. The FFE's cooperation is essential for a good working relationship in this representation. Accordingly, the FFE will:

a. Give us direction as we may request from time to time.

b. Give us complete and accurate information throughout our representation. We will rely on the completeness and accuracy of that information in performing our services.

c. Notify us of changes in the FFE's structure so we may adequately identify potential conflicts.

d. Notify us of any change of our primary contact or communication addresses or methods.

How Do We Charge For Our Services?

a. **Background on Fees**. Unless other arrangements are made, we compute our service fees primarily on the time spent by our lawyers and paralegals to deliver services. Ethical rules require that our hourly rates and the overall fee take into account the complexity of the work, our efficiency, the results achieved, the special expertise and experience of the lawyers and paralegals involved, the time limitations imposed by you or the circumstances, and other relevant factors.

b. **Monthly Retainer**. The FFE will pay a monthly retainer fee of $6,633 ($79,600 annually based on 250 hours of work per year) covering all services to be provided for each year of the contract. We understand that the FFE reserves the right to increase or decrease the quantity, service, or requirements or make any changes necessary at any time and that price adjustments due to any of the foregoing changes will be negotiated and mutually agreed upon by the Firm and the FFE.

c. **Hourly Rates**. Miller Johnson will adjust our discount from 15% to 20% off of our standard hourly rates. I will again serve as the lead attorney with whom the FFE Manager will have primary contact. Members of the FFE Legal Team and their discounted hourly rates are as follows:

Team Member	Legal Services	Standard Rate	Discounted Fees (2023-2024)
Richard Cherry, Member	Lead Attorney	$405	$324
Aimee Jachym, Member	Corporate, Business, Governance	$525	$420
John McFarland, Member	Trusts, Gifts, Etc.	$525	$420
Alex Page	Associate Work	$285	$228
Paralegals	Paralegal Work	$250	$200

I will involve others at Miller Johnson as required to effectively and efficiently serve the FFE's needs. We understand that departure, reassignment or substitution of any member of the FFE attorney team shall not be made without the prior written approval of the FFE.

On rare occasions we may not have adequate legal or paralegal staff available to handle the demands of your representation. In that event, we may at our discretion retain independent contractors and charge their services to you at comparable rates for Miller Johnson employees.

d. **Out of Pocket Expense Reimbursement.** The FFE will reimburse us for reasonable out-of-pocket expenses incurred by us in delivering our services. We charge the reimbursement at our actual cost without any premium or mark-up. Examples of expenses are computer research, overnight mail service, document delivery service, copies, filing fees, secretarial overtime, and travel. We will not retain outside service providers, such as expert witnesses, local counsel and other consultants, without first obtaining approval from the FFE but the FFE will be responsible for payment of the cost of the outside service providers who the FFE has approved. Travel and mileage will be billed and compensated in conformance with policies applicable to employees of the FFE.

e. **Monthly Billing.** We will send the FFE monthly invoices via email to browns@kalamazoocity.org or to the FFE Manager at 241 W. South Street, Kalamazoo, MI 49007. The invoices will show the amount of time spent by the lawyers and paralegals and the discounted hourly rates for those hours. However, the FFE will pay only the monthly retainer plus any itemized out of pocket expenses. The monthly bills are a convenient means to track our activities. If there is anything on the bill or the activities it describes that you have questions about, please ask us promptly. If preferred, the FFE may pay our invoices and other fees through our secure website at:

https://www.millerjohnson.com/onlinepayments.

The FFE will make payment within 30 days of receipt of each invoice.

f. **Yearly True-Up.** At the end of each one-year term, the actual billed hours at the discounted rates will be compared with the annual retainer amount paid. If at the conclusion of the one-year term, the discounted billings are less than the annual fee, Miller Johnson will refund the difference. If the annual discounted billing amount is more than 20% above the annual fee, the FFE will make an additional payment to our firm by the amount the discounted hourly billings exceed the annual fee by more than 20%.

Conflicts. Our firm represents many other companies and individuals. Our initial conflict check shows no apparent conflicts to representing the FFE, other than the potential conflict with the City of Kalamazoo. As you know, the FFE and the City have both signed conflict waiver letters. A copy of the City's signed waiver letter is being provided for your records.

If there are other individuals, entities or potentially adverse parties for whom conflicts should be evaluated, you will so inform us. If we learn of a conflict, we will notify you and take appropriate action.

Entire Agreement and Effective Date. This letter and the Miller Johnson Standard Terms of Engagement contain the entire agreement between the FFE and our firm regarding this representation. Kindly sign a copy of this agreement in the space provided for that purpose below and return a signed copy to me as soon as possible. An email copy is fine.

If anything in this engagement letter is not clear or is unsatisfactory, please call me. I will be happy to discuss any aspect of this letter with you.

Thank you again for selecting Miller Johnson to represent the FFE for its Foundation attorney services.

Sincerely,

MILLER JOHNSON

Richard O. Cherry

Richard O. Cherry

ROC/tlc

Acknowledgement and Acceptance of Terms

By my signature below, I acknowledge that I have read and accept the terms of this Engagement Letter.

KALAMAZOO FOUNDATION FOR EXCELLENCE

____
Steve Brown, FFE Manager

Date:______________________, 2023

FFE Executive Committee Staff Report

Kalamazoo Foundation for Excellence

TO: Foundation for Excellence Executive Committee

FROM: Executive Committee
Steve Brown, Executive Director

DATE: September 25, 2023

SUBJECT: Approve Directors and Officers and General Liability Insurance

RECOMMEDATION:

Approve Directors and Officers and General Liability Insurance

BACKGROUND:

Quotes for General Liability and Director and Officers insurance have been obtained via Nonprofit Insurance Alliance (NIA). NIA brokers special policies for organizations such as the FFE that have very minimal or no exposure to liability from personnel, programming, facilities, vehicles, and investments. The attached policy quotes were reviewed by FFE counsel at Miller Johnson Attorneys and by FFE Business and Banking Stakeholder Director. Both agreed this is the appropriate and adequate coverage and offered at a competitive rate. Staff are bringing these policies forward because they are the first of their kind for FFE and merited review and discussion by the Executive Committee prior to being recommended for action by the Board. The Board is asked to approve the attached contracts and instruct the President to sign all related documents. Coverage would begin promptly following contract execution and payment.

POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM INSURANCE COVERAGE

Why am I receiving this notice?	This disclosure is being provided to you for the purpose of providing you with background on your terrorism insurance, should you choose to purchase it.
How does terrorism insurance work?	The Terrorism Risk Insurance Program Reauthorization Act of 2015 (TRIPRA) is a program under which the U.S. government shares losses of certain terrorist events with the insurance industry. Coverage provided for losses resulting from certified acts of terrorism may be partially reimbursed by the United States government under a formula established by federal law. However, your policy may contain other exclusions which might affect coverage, such as an exclusion for nuclear events. Under the formula, the U.S. government generally pays 80% of covered terrorism losses exceeding the deductible paid by the insurance company providing the coverage. TRIPRA contains a $100 billion cap that limits U.S government reimbursement as well as our liability for losses resulting from certified acts of terrorism. If the amount of such losses in any one calendar year exceeds $100 billion, and we have met our insurer deductible, we shall not be liable for the payment of any portion of the amount of such losses that exceeds $100 billion. In such cases insured losses are subject to pro rata allocation in accordance with procedures established by the Secretary of Treasury.
What are my options for purchasing terrorism insurance?	If you elect to obtain a renewal quotation from us, it will offer coverage for loss arising from certified acts of terrorism as defined in TRIPRA. It does not include a charge for any covered terrorism loss reimbursed by the U.S. government. Only that part of the total premium amount that is attributed to coverage for certified acts of terrorism pursuant to TRIPRA appears on your quotation. <u>To obtain a quotation or to purchase this coverage, contact your broker.</u> • You may <u>elect to purchase</u> coverage for losses arising from certified acts of terrorism. This coverage will apply only if we receive the terrorism premium on or before the inception date of your policy. • If you <u>decline coverage</u> for losses arising from certified acts of terrorism or we do not receive the terrorism premium by the inception date of your policy, such losses will be excluded from your policy by a terrorism exclusion endorsement.
What else do I need to know?	If there is any conflict between this disclosure and the policy and endorsements we issue, the provisions of the policy and endorsements apply. The terrorism coverage described in this offer and disclosure notice is subject to all other terms, conditions, exclusions and limits of the policy we issue.

DIRECTORS & OFFICERS
NEW BUSINESS
QUOTATION

Q1-2023-79509-DO

Applicant: (79509) **Kalamazoo Foundation for Excellence** **241 W South St.** **Kalamazoo, MI 49007**	Producer: (02793) Ann Arbor Insurance Centre, Inc. 2755 Carpenter Road Ann Arbor, MI 48108
Proposed Effective Date: 07/14/2023	**Employment Practices Liability Excluded**

LIMITS OF LIABILITY: $ 1,000,000 Each Wrongful Act

$ 1,000,000 Annual Aggregate

DEDUCTIBLE: N/A

(Defense Costs in addition to applicable limits of liability)

Annual Premium (with Terrorism coverage):	$605
Terrorism Coverage (Certified Acts):	$5
Annual Premium (without Terrorism coverage):	$600

GENERAL CONDITIONS

- See the attached Index of Forms.
- Directors and Officers Liability policy is written on an event-trigger basis.
- A written request to bind coverage must be submitted to our office prior to the proposed effective date. Please use the bind order checklist located on the secure broker website to bind coverage.
- Monoline D&O coverage is not available. D&O coverage can only be written in conjunction with General Liability.
- The attached Terrorism Disclosure MUST be delivered to the nonprofit agency.
- We are offering our Zero Employee D&O quote. It has been created exclusively for nonprofit with no employees. If coverage binds, the policy will not provide any employment practices liability coverage.

SPECIAL CONDITIONS

THE COVERAGE OFFERED IN THIS QUOTATION MAY DIFFER FROM THAT REQUESTED IN THE APPLICATION. FAILURE TO PROVIDE THE REQUESTED COVERAGE SHALL IMPOSE NO LIABILITY ON ANI-RRG.

DIRECTORS & OFFICERS LIABILITY QUOTATION

Q1-2023-79509-DO

Control Number: 79509
Applicant: Kalamazoo Foundation for Excellence

Our review of the materials you submitted is for the specific purpose of determining whether the proposed insured meets our criteria to be offered a quotation for D&O coverage. Our failure to comment on any of the material submitted with your application should not be construed to mean that it is in compliance with current law.

Note:
This D&O coverage quotation does not provide any employment practices liability coverage. If the applicant has any employees, this is not the appropriate coverage for them, so please alert your underwriter.

INDEX OF FORMS THAT WILL BE ATTACHED TO THE POLICY IF COVERAGE IS BOUND

Q1-2023-79509-DO

APPLICANT: Kalamazoo Foundation for Excellence

	FORM NUMBER/EDITION DATE
DECLARATION PAGES AND SCHEDULES	
Directors & Officers Liability Policy Declarations	ANI-RRG-DODEC 04 01
LIABILITY FORMS AND ENDORSEMENTS	
Member Criteria	ANI-E003 DO 08 20
Fiscal Sponsor Limitation	ANI-E069 DO 02 19
Communicable Disease - Exclusion	ANI-E180 DO 01 21
Cyber Incident - Exclusion	ANI-E282 DO 12 21
Anti-Stacking Condition	ANI-E342 DO 08 22
D&O Policy - Excludes Employment Practices Liability	ANI-RRG DOEXPL 02 17
Punitive and Exemplary Damages	ANI-RRG EDO14 08 17
Nuclear, Chemical and Biological Hazard Exclusion	ANI-RRG-E42 DO 09 19
Liberalization - D&O	ANI-RRG-E58 02 12
Nuclear Energy Liability Exclusion Endorsement (Broad Form)	ANI-RRG-EDO1 08 91
ISC and Sexual Harassment Amendment flat fee	ANI-RRG-EDO21 05 20
Mold, Fungus Exclusion	ANI-RRG-EDO34 01 02
Blood Testing Exclusion	ANI-RRG-EDO4 03 94
Non-Imputation	ANI-RRG-EDO7 FL 07 09
Cap on Losses from Certified Acts of Terrorism	CG 21 70 01 15
Disclosure Of Premium For Certified Acts of Terrorism	IL 09 99 12 20

If coverage is bound as quoted, the forms shown on the index will be attached to the policy.
Additional coverages and/or exclusions may be added at the time of issuance.

ALLIANCE OF NONPROFITS FOR INSURANCE

A Head for Insurance. A Heart for Nonprofits.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PUNITIVE AND EXEMPLARY DAMAGES

This endorsement modifies insurance provided under the following:

DIRECTORS AND OFFICERS LIABILITY POLICY (EXCLUDES EMPLOYMENT PRACTICES LIABILITY)

Definition 4.C. “Damages” is hereby amended to include punitive or exemplary damages, if and to the extent such damages are insurable under the law of the most favorable jurisdiction having a substantial relationship to the “Member” or to the “Claim” giving rise to “Damages.”

Exclusion 5.E. is replaced by the following:

This policy does not apply to any:

E. fines, penalties, sanctions, the multiplied portion of “Damages”, taxes, insurance plan benefits, accommodation costs, wage and hour laws amounts, future wages, non-pecuniary relief or liability arising from matters which may be deemed uninsurable under the law pursuant to which this policy shall be construed;
Text

POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM INSURANCE COVERAGE

Why am I receiving this notice?	This disclosure is being provided to you for the purpose of providing you with background on your terrorism insurance, should you choose to purchase it.
How does terrorism insurance work?	The Terrorism Risk Insurance Program Reauthorization Act of 2015 (TRIPRA) is a program under which the U.S. government shares losses of certain terrorist events with the insurance industry. Coverage provided for losses resulting from certified acts of terrorism may be partially reimbursed by the United States government under a formula established by federal law. However, your policy may contain other exclusions which might affect coverage, such as an exclusion for nuclear events. Under the formula, the U.S. government generally pays 80% of covered terrorism losses exceeding the deductible paid by the insurance company providing the coverage. TRIPRA contains a $100 billion cap that limits U.S government reimbursement as well as our liability for losses resulting from certified acts of terrorism. If the amount of such losses in any one calendar year exceeds $100 billion, and we have met our insurer deductible, we shall not be liable for the payment of any portion of the amount of such losses that exceeds $100 billion. In such cases insured losses are subject to pro rata allocation in accordance with procedures established by the Secretary of Treasury.
What are my options for purchasing terrorism insurance?	If you elect to obtain a renewal quotation from us, it will offer coverage for loss arising from certified acts of terrorism as defined in TRIPRA. It does not include a charge for any covered terrorism loss reimbursed by the U.S. government. Only that part of the total premium amount that is attributed to coverage for certified acts of terrorism pursuant to TRIPRA appears on your quotation. <u>To obtain a quotation or to purchase this coverage, contact your broker.</u> • You may <u>elect to purchase</u> coverage for losses arising from certified acts of terrorism. This coverage will apply only if we receive the terrorism premium on or before the inception date of your policy. • If you <u>decline coverage</u> for losses arising from certified acts of terrorism or we do not receive the terrorism premium by the inception date of your policy, such losses will be excluded from your policy by a terrorism exclusion endorsement.
What else do I need to know?	If there is any conflict between this disclosure and the policy and endorsements we issue, the provisions of the policy and endorsements apply. The terrorism coverage described in this offer and disclosure notice is subject to all other terms, conditions, exclusions and limits of the policy we issue.

ALLIANCE OF NONPROFITS FOR INSURANCE
A Head for Insurance. A Heart for Nonprofits.

Nonprofits OWN NEW BUSINESS QUOTATION

Q1-2023-79509

Applicant: (79509)
Kalamazoo Foundation for Excellence
241 W South St.
Kalamazoo, MI 49007

Producer: (02793)
Ann Arbor Insurance Centre, Inc.
2755 Carpenter Road
Ann Arbor, MI 48108

Proposed Effective Date: 07/14/2023

General Liability	$	650
Liquor Liability		Included
Terrorism Coverage (Certified Acts)**	$	1

Annual Premium with Terrorism coverage: $651

Annual Premium without Terrorism coverage: $650

GENERAL CONDITIONS

- See the attached Index of Forms.
- For coverages not quoted, contact your Underwriter.
- We must write the General Liability in order to write any other line of business.
- The attached Terrorism Disclosure MUST be delivered to the nonprofit agency.
- We can only insure 501(c)(3) nonprofits.

SPECIAL CONDITIONS

THE COVERAGE OFFERED IN THIS QUOTATION MAY DIFFER FROM THAT REQUESTED IN THE APPLICATION. FAILURE TO PROVIDE THE REQUESTED COVERAGE SHALL IMPOSE NO LIABILITY ON ANI-RRG.

** Terrorism premium may adjust slightly due to changing ISO rates.

LIABILITY QUOTATION
SCHEDULE OF PROPOSED COVERAGES AND LIMITS
Q1-2023-79509

Control Number: 79509

Applicant: Kalamazoo Foundation for Excellence

		Limits		Limits
General Aggregate	$	2,000,000	Liquor Liability	
Products-Completed Operations Aggregate	$	2,000,000	Aggregate/Common Cause	$1,000,000/$1,000,000
Personal/Advertising Injury	$	1,000,000		
Each Occurrence	$	1,000,000		
Damage to Premises Rented to You	$	500,000		
Medical Expense	$	20,000		

Loc #	Address	ClassCode(s)	Exposure	Premium
1	No Physical Location Kalamazoo, MI 49007	47366	33,600 (p)	$45

LIABILITY QUOTATION
SCHEDULE OF PROPOSED COVERAGES AND LIMITS

Q1-2023-79509

Additional Premium To Meet Minimum		$546
Increased Aggregate		$59
	General Liability subtotal:	$650
Liquor Liability		Incl.
	TOTAL LIABILITY PREMIUM:	**$650**

Note: The Minimum General Liability premium on the NPO form for the limits quoted is $650

INDEX OF FORMS THAT WILL BE ATTACHED TO THE POLICY IF COVERAGE IS BOUND

Q1-2023-79509

APPLICANT: Kalamazoo Foundation for Excellence

	FORM NUMBER/EDITION DATE
DECLARATION PAGES AND SCHEDULES	
Commercial General Liability Coverage Part Declarations	ANI-RRG-GL 04 01
Commercial Liquor Liability Coverage Part Declarations	ANI-RRG-LL 04 01
Commercial General Liability Class Code Schedule	SCHEDULE G 01 80
Commercial General Liability Location Schedule	SCHEDULE L 01 80
LIABILITY FORMS AND ENDORSEMENTS	
Member Criteria	ANI-E003 GL 08 20
Fiscal Sponsor Limitation	ANI-E069 GL 02 19
Professional Services - Exclusion	ANI-E078 11 20
Lead Liability - Exclusion	ANI-E120 09 19
Firearms Sublimit Endorsement	ANI-E123 09 19
Communicable Disease - Exclusion	ANI-E180 GL 01 21
Communicable Disease - Exclusion	ANI-E180 LL 01 21
Discrimination Exclusion	ANI-E195 GL 05 21
Cyber Incident - Exclusion	ANI-E282 GL 12 21
Anti-Stacking Condition	ANI-E342 GL 08 22
Fireworks Exclusion	ANI-RRG-E11 GL 09 19
Blood Testing Exclusion	ANI-RRG-E15 09 20
Asbestos Exclusion	ANI-RRG-E22 09 19
Additional Insured - Designated Person or Organization	ANI-RRG-E25 12 15
Waiver of Transfer of Rights of Recovery Against Others	ANI-RRG-E26 11 17
Property Damage to Personal Property in the Care, Custody or Control of the Insured	ANI-RRG-E28 01 99
Employee Personal Auto Reimbursement	ANI-RRG-E29 12 09
Mold, Fungus Exclusion	ANI-RRG-E33 GL 09 19
Construction and Conversion Exclusion	ANI-RRG-E34 09 18
Nuclear, Chemical and Biological Hazard Exclusion	ANI-RRG-E42 GL 09 19
Trampoline Bounce House Exclusion	ANI-RRG-E5 07 15
Liberalization - GL, SSP, EBL	ANI-RRG-E56 01 17
Liberalization - LL	ANI-RRG-E59 02 12
Volunteer Medical Payments	ANI-RRG-E60 07 12
Additional Insured - Primary and Non-Contributory Endorsement for Public Entities	ANI-RRG-E61 02 19
Fundraiser and Event Endorsement	ANI-RRG-E70 03 19
Other Insurance - Coverage C	ANI-RRG-E72 01 17
Mental Anguish Endorsement	ANI-RRG-E74 03 14
Nonprofits' OWN Enhancement Endorsement	ANI-RRG-NPO-001 05 20
Improper Sexual Conduct and Physical Abuse Exclusion - GL	ANI-RRG-X1 06 18
Commercial General Liability Coverage Form	CG 00 01 04 13
Liquor Liability Coverage Form	CG 00 33 04 13
Michigan Changes	CG 01 68 11 20
Additional Insured - Owners, Lessees or Contractors	CG 20 10 12 19

If coverage is bound as quoted, the forms shown on the index will be attached to the policy.
Additional coverages and/or exclusions may be added at the time of issuance.

INDEX OF FORMS THAT WILL BE ATTACHED TO THE POLICY IF COVERAGE IS BOUND

Q1-2023-79509

APPLICANT: Kalamazoo Foundation for Excellence

LIABILITY FORMS AND ENDORSEMENTS

	FORM NUMBER/EDITION DATE
Additional Insured - Managers or Lessors of Premises	CG 20 11 12 19
Additional Insured - State or Political Subdivisions - Permits	CG 20 12 04 13
Additional Insured - Mortgagee, Assignee or Receiver	CG 20 18 04 13
Additional Insured - Charitable Institutions	CG 20 20 11 85
Additional Insured - Volunteers	CG 20 21 07 98
Additional Insured - Designated Person or Organization	CG 20 26 12 19
Additional Insured - Lessor of Leased Equipment - Automatic Status - Lease	CG 20 34 12 19
Additional Insured - Owners, Lessees or Contractors - Completed Operations	CG 20 37 12 19
Exclusion - Access or Disclosure of Confidential or Personal Information	CG 21 06 05 14
Exclusion - Unmanned Aircraft	CG 21 09 06 15
Employment-Related Practices Exclusion	CG 21 47 12 07
Cap on Losses from Certified Acts of Terrorism	CG 21 70 01 15
Silica - Exclusion	CG 21 96 03 05
Health or Cosmetic Services Exclusion	CG 22 44 04 13
Products/Completed Operations Hazard Redefined	CG 24 07 01 96
Michigan Changes - Liquor Liability	CG 26 22 03 11
Common Policy Conditions	IL 00 17 11 98
Nuclear Energy Liability Exclusion Endorsement (Broad Form)	IL 00 21 09 08
Michigan Changes - Cancellation and Nonrenewal	IL 02 86 04 17
Disclosure Of Premium for Certified Acts of Terrorism Coverage	IL 09 99 12 20

If coverage is bound as quoted, the forms shown on the index will be attached to the policy.
Additional coverages and/or exclusions may be added at the time of issuance.

ANI and Risk Retention Groups

History of ANI

ANI is an insurance company domiciled in Vermont, and is currently writing liability coverages for 501(c)(3) nonprofits in 31 states plus the District of Columbia. ANI has grown its presence throughout the U.S. since we first began issuing policies in 2001. ANI is a 501(c)(3) nonprofit organization just like the groups we insure.

ANI was modeled after its affiliate, Nonprofits Insurance Alliance of California (NIAC). NIAC has been insuring 501(c)(3) nonprofits in California since 1989, and has been assigned an A (Excellent) VIII rating by A.M. Best. The mission of both NIAC and ANI is to serve 501(c)(3) nonprofits by providing a stable source of reasonably priced liability insurance coverage tailored to the specialized needs of the nonprofit sector. We also work to assist these organizations to develop and implement successful loss control and risk management programs.

Initial capital for ANI was provided by the David & Lucile Packard Foundation and the Bill & Melinda Gates Foundation. Each foundation contributed $5 million in grants for a total of $10 million in capital for ANI and an affiliate, the National Alliance of Nonprofits for Insurance (NANI), a captive reinsurer. NANI provides property reinsurance for the property coverage provided to ANI and NIAC members through our property partner.

ANI Today

ANI has been assigned an A.M. Best rating of A (Excellent) VIII. (Its NAIC code is 10023). ANI is reinsured by a group of highly rated reinsurers. The treaty reinsurance applies to every line of liability business, and the attachment point is $450,000.

ANI's audited financial statements for 2016 are available for review at www.insurancefornonprofits.org. They reflect our excellent financial solvency and strength. We ended 2016 with $35.2 million in surplus.

Rev. 8/2017
Financial Data as of 12/31/17

The Group

The Nonprofits Insurance Alliance Group of companies is governed by four independent but related boards of directors, including a majority of member-insureds. All organizations in this group exist only to serve 501(c)(3) tax-exempt nonprofit organizations and are also 501(c)(3) tax-exempt nonprofit organizations. At year-end 2016, the Nonprofits Insurance Alliance Group had a total surplus of $185.2 million and total assets of $443.7 million. Together, the organizations in the Nonprofits Insurance Alliance Group insure more than 17,000 nonprofits in 32 states and DC.

Financials for the group can be found on our website at www.insurancefornonprofits.org.

Risk Retention Groups and the Liability Risk Retention Act

What is the Liability Risk Retention Act?

The Liability Risk Retention Act (LRRA) is a federal law that was passed by Congress in 1986 to help U.S. businesses, professionals, municipalities and others obtain liability insurance, which had become either unaffordable or unavailable due to the "liability crisis" in the United States. Nonprofits, with little clout in the insurance marketplace, were hit particularly hard due to this crisis. During this time, many nonprofits were either nonrenewed by their insurers, charged exorbitant premiums or told to change their mission to fit a certain risk profile.

What is a Risk Retention Group?

A risk retention group (RRG) is a liability insurance company that is owned by its members. With Alliance of Nonprofits for Insurance, Risk Retention Group (ANI), the more than 6,000 nonprofits that it insures are its members. Under the Liability Risk Retention Act, RRGs must be licensed by one state. ANI is licensed by and domiciled in the state of Vermont. ANI chose Vermont as its state of domicile because it is known as the "gold standard" for regulating RRGs. Vermont is known as a thorough, but fair, regulator. Once licensed by its state of domicile, an RRG can insure members in all states in which it registers to do business. As insurance companies, typically RRGs retain a portion of the risk they underwrite.

Who forms Risk Retention Groups?

Risk retention groups are often formed from trade and professional associations, which serve as the sponsor for the RRG liability insurance program. RRGs can only include those engaging in a similar business or activities and having similar liability risk exposure. Alliance Member Services (AMS) is ANI's sponsoring association and ANI can insure only 501(c)(3) nonprofit organizations.

What are the advantages of Risk Retention Groups?

Since risk retention groups are owned by their members, some key advantages relate to the control members obtain over their liability programs. This control often results in lower rates over the long term, broader coverage and stable rates. RRGs typically offer effective loss control/risk management programs leading to favorable loss experience for members and the group overall. ANI provides specialized coverages, claims service, loss control and risk management resources focused only on the nonprofit sector. The Board of Directors of ANI is elected annually by the nonprofits insured by ANI.

What kinds of insurance coverage do Risk Retention Groups provide?

For risk retention groups, the type of insurance coverage permitted is set forth in the Liability Risk Retention Act's definition of "liability." This includes all types of third party liability, such as general liability, errors and omissions, directors and officers, medical malpractice, professional liability, products liability, commercial auto liability and so forth. The LRRA does not extend to workers compensation, property insurance, or to personal lines insurance, such as homeowners and personal auto insurance coverage. ANI has a companion program with a property carrier to provide property coverage for its members.

Who regulates Risk Retention Groups?

Although the Liability Risk Retention Act is a federal law, it relies on the state of domicile insurance department for its implementation. The state in which the RRG is domiciled has regulatory authority over the risk retention group. ANI is regulated by the Department of Banking, Insurance, Securities, and Health Care Administration (BISHCA) in the state of Vermont.

How many Risk Retention Groups are there?

By early 2015, there were 233 risk retention groups operating in the United States, according to the *Risk Retention Reporter*.

How much premium do Risk Retention Groups generate?

According to surveys conducted by the *Risk Retention Reporter*, RRG's annual premium has increased from $250.2 million in 1988 to an estimated $2.5 billion in 2014. An average sized risk retention group writes between $4 and $8 million in gross premium. As such, ANI is larger than the average risk retention group.

ANI—A Risk Retention Group

Are ANI Members assessable?

No. ANI is a nonassessable entity. This means that nonprofits will never be asked to pay special fees above and beyond the premium for their insurance.

Are Risk Retention Groups part of any state guaranty fund?

Since the Liability Risk Retention Act is a federal law, RRGs are not part of state guaranty funds. ANI has chosen to maintain conservative financial ratios and maintain an A.M. Best rating to demonstrate its independent financial strength.

Does ANI have protection for large claims?

Yes. Like commercial insurance companies, ANI maintains a conservative surplus ratio and purchases "reinsurance" to cover large claims. ANI purchases reinsurance from for claims in excess of $450,000 (including defense and indemnity). ANI is reinsured by a group of highly rated reinsurers.

What special advantages does ANI bring to the nonprofit sector?

ANI has demonstrated that nonprofits are better than average liability risks but are often improperly evaluated and priced by the commercial insurance market. Because of ANI's extensive database about nonprofits' insurance risks, we can price nonprofits appropriately for their individual risk. We have shown that, by working together, nonprofits can gain control of this important financial service, save money, stabilize product and pricing, and develop and implement valuable risk management tools to the benefit of the entire nonprofit sector. Sometimes commercial carriers will compete for nonprofit business and offer cheap rates during "soft markets," but commercial insurers do not have the same commitment that ANI does to provide stable prices.

So what do ANI nonprofit insureds get by being insured by ANI?

As a 501(c)(3) tax-exempt nonprofit itself, ANI brings to nonprofits the confidence of knowing that they are insured by a company that is exclusively dedicated to the well-being of the nonprofit sector. ANI provides "inspired service" to nonprofits and their brokers—including full and fair coverage of claims and excellent loss control services. We represent the best of nonprofits working together. A member of the Nonprofits Insurance Alliance Group, whose companies together insure more than 16,000 nonprofits, ANI is part of, and accountable to the nonprofits it insures. Its founder, president and CEO, Pamela Davis, takes this accountability seriously. Call her direct line at 831-621-6018 with any questions. She and her staff are passionate about the nonprofit sector and the work of the companies in the Nonprofits Insurance Alliance Group and available to answer any questions you have. For more information visit www.insurancefornonprofits.org.

Other resources on risk retention groups: www.rrr.com; www.cicaworld.com and www.nrra.org

Kalamazoo
Foundation for
Excellence

FFE Executive Committee
Staff Report

TO: Foundation for Excellence Executive Committee

FROM: Executive Committee.
Steve Brown, Executive Director

DATE: September 25, 2023

SUBJECT: Approve Endowment Developer Position Description and Compensation Range

RECOMMEDATION:

Approve Endowment Developer Position Description and Compensation Range

BACKGROUND:

This position description is the result of combining FFE's known needs with elements of other position descriptions that have similar responsibilities and skills requirements. This position description was reviewed by Board President Calderon-Huezo, City Human Resources Director Shelly Dusek, CFO Steve Vicenzi, and FFE Legal Counsel Rich Cherry, of Miller Johnson Attorneys. It is envisioned that this position could be either an employee of the City of Kalamazoo that is leased to the Foundation for Excellence following the model established with the Executive Director position, or an independent contractor, at least for a probationary period. Separate descriptions are attached for committee consideration. Details, duties, and qualifications of the role are contained in the attached position description.

Kalamazoo Foundation for Excellence

241 W. South Street
Kalamazoo, MI 49007-4796
www.kalamazoocity.org/ffe

DRAFT Endowment Fund Development Manager Position Description

Board Approved on _______________

Job Title:	**Development ______________**		
Department:	Foundation for Excellence	**Grade:**	M
Reports To:	Executive Director		
Approved By / Date:			
Supervisory Responsibilities:	No	**FLSA Status:**	Exempt / Salaried

Background

The Foundation for Excellence (FFE) was incorporated in October of 2017 as a 501c3 type III organization with the sole purpose of supporting the City of Kalamazoo. The FFE provides philanthropic resources for significant tax relief to all City taxpayers, budget stabilization to the City government, and annual aspirational projects, as resources allow, that reduce generational poverty in the City of Kalamazoo. The goals of creating a $500 million endowment and institution of superlative integrity remain key. The Development position reports to the Executive Director, who serves a diverse 16-member Board.

Description and Distinguishing Features

This is not a plug-and-play position. This is a new position for a new initiative to raise major gifts over a multi-year effort to complement the FFE's existing $500-million in gifts and pledges. This is a unique project needing an exceptional person to shape a program that will help Kalamazoo for decades to come. The Development position envisions, plans, directs, and ensures success implementing all FFE endowment development activities, including the hands-on work of direct major planned and testamentary gift solicitation.

Examples of Duties

- In concert with the Executive Director, create an endowment development strategy based on feasibility and planning work done with consulting firms.
- Manage all deadlines, workflows, and project plans for fundraising activities.
- Conduct the full cycle of giving from donor prospecting, screening, relationship building, soliciting for donations, and stewarding long-term through bequest or annual giving.
- Manage testamentary gifts in conjunction with staff and expert planned giving provider(s).
- Monitor and report progress of fundraising toward objectives to ED and as needed.
- Continue to develop successful fundraising assets, including the case for support, website and payment portal(s), planned giving brochures, to support endowment growth.
- Participate in the planning and coordination of creative, strategic, and meaningful appeals, campaigns, and activities to engage new and existing donors both online and in-person

- Work with Executive Director and City communications staff to create impactful storytelling and communications methods to convey FFE's impact and opportunities to give
- Develop compelling proposals, reports, budgets, and other materials for high net worth people and corporate fundraising that articulate the organization's accomplishments and aspirations
- Develop educational assets and use them to train Board members as fundraising ambassadors.
- Collaborate with Executive Director on donor communications, including annual appeal, annual report, newsletters, and donor impact reports
- Follow, and where needed improve or create, policies for ethical fundraising
- Ensure fund development ambassador needs are met including sourcing and training.
- Other duties as assigned by the Executive Director

The Development Position must be:

- Uncompromising in their commitment to ethical fundraising principles and FFE policies.
- Passionate about raising large sums of money to support a worthy cause and the civic fabric.
- Informed about FFE's mission, the City, and the Imagine Kalamazoo strategic vision.
- Respected representative of the FFE to maintain and grow its positive reputation.
- Perceptive listener of funders' needs and energized by the challenges of motivating donors.
- Eager to welcome every potential donor to cultivate relationships and gifts.
- A positive team player who thrives in a cooperative, collaborative environment.
- Resourceful, innovative, optimistic, and flexible to embrace new FFE opportunities and needs.
- Exceptionally well-organized and adept at taking projects from concept to implementat6ion.
- A multi-tasker who works well under pressure and self-manages time and workflows.
- Fastidious in reviewing and approving printed solicitation materials for public use.
- Comfortable with ambiguity and calculated risk and able to focus calmly on critical action items.

Essential Qualifications and Skills

- Proven track record of achieving revenue targets including major gifts above $50,000.
- Demonstrated ability to prospect, cultivate and manage new funding sources.
- A BA/BS or relevant combination of professional certifications and experience (CFRE preferred).
- Preferred five years of increasing responsibility in major gift fund development, preferably with planned giving and/or endowment development.
- Demonstrated record of success managing multiple high-stakes projects simultaneously.
- A "can-do" attitude and high degree of initiative leading to resilience and positive collaboration.
- Sincere affinity for FFE's mission and a sense of duty to help secure Kalamazoo's future
- Adaptable and clear communicator to diverse audiences
- Excellent interpersonal and customer service skills.
- Excellent judgment and morals in interpersonal and professional situations.
- Demonstrates urgency, prioritizes well, makes and takes opportunities, and meets deadlines.
- Demonstrated proficiency with Microsoft Office, Google ecosystem
- Demonstrated proficiency with data and information management generally.
- Raiser's Edge or similar donation/CRM software proficiency strongly preferred.

- Flexibility, teamwork and attention to detail.
- Has a professional style that inspires confidence in donors and supports effective leadership.
- Eagerly forms effective relationships with donors, volunteers, staff, and community.
- Experience working with high-net worth donors and Foundation representatives.
- Strong verbal communication skills and demonstrated ability to write clearly and persuasively.
- Demonstrated ability to think strategically about fund development needs and approaches.
- Demonstrated ability to motivate and manage volunteers.

Physical Requirements

A qualified individual with a disability must be able to perform the essential functions of the position with or without reasonable accommodation.

- Frequently required to use hands and fingers to handle, feel or operate equipment and reach with hands and arms.
- Occasionally required to lift, move, carry, pull, and push files/objects up to 10 pounds while sitting, standing, climbing or walking.
- Required to regularly talk and hear.
- Required to occasionally stand and walk.
- Specific vision abilities required include: close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.
- Regularly speaks clearly, using the English language.

Compensation and Benefits

- Salary range $77,000 - $111,000 commensurate with experience
- A competitive benefits package from the City of Kalamazoo includes a defined benefit pension (vested after 5-years of qualifying employment), a 457b account, retirement match, health insurance and a local City-only health clinic, ample vacation and sick time, a highly flexible workplace that is hybrid or fully remote, a positive workplace focused on clear objectives.

FFE Executive Committee Staff Report

Kalamazoo Foundation for Excellence

TO: Foundation for Excellence Executive Committee

FROM: Executive Committee
Steve Brown, Executive Director

DATE: September 25, 2023

SUBJECT: Approve Foundation Coordinator Position Description and Compensation Range

RECOMMEDATION:

Approve Foundation Coordinator Position Description and Compensation Range

BACKGROUND:

This position description is the result of combining FFE's known needs with elements of other position descriptions that have similar responsibilities and skills requirements. This position description was reviewed by Board President Calderon-Huezo, City Human Resources Director Shelly Dusek, CFO Steve Vicenzi, and FFE Legal Counsel Rich Cherry, of Miller Johnson Attorneys. It is envisioned that this position would be an employee of the City of Kalamazoo that is leased to the Foundation for Excellence following the model established with the Executive Director position. Details, duties, and qualifications of the role are contained in the attached position description.

Kalamazoo Foundation for Excellence

241 W. South Street
Kalamazoo, MI 49007-4796
www.kalamazoocity.org/ffe

DRAFT FFE Administrative Coordinator Position Description

Board Approved on ____________

Job Title:	Administrative Coordinator to Executive Director		
Department:	Foundation for Excellence	Grade:	P1
Reports To:	Executive Director		
Approved By / Date:			
Supervisory Responsibilities:	No	FLSA Status:	Exempt / Salaried

Background

The Foundation for Excellence (FFE) was incorporated in October of 2017 as a 501c3 type III organization with the sole purpose of supporting the City of Kalamazoo. The FFE provides philanthropic resources for significant tax relief to all City taxpayers, budget stabilization to the City government, and annual aspirational projects, as resources allow, that reduce generational poverty in the City of Kalamazoo.

Description and Distinguishing Features

The position to the Executive Director is responsible for providing direct administrative support and serves as the primary point of contact for FFE. This position combines organizational coordination activities such as scheduling and communication with specific fundraising campaign coordination duties such as data entry.

Examples of Duties

- Provides support to the Executive Director including clerical support, and researching and routing information; maintains Executive Director's schedule and makes travel arrangements.
- Facilitates project management of FFE initiatives, including participating in meetings, follow-up, and advising Executive Director's Office staff of meeting results.
- Actively contributes to the FFE's small team.
- Database use, donation data entry, sending donor thank you letters.
- Provides organizational development and administrative leadership of certain key initiatives.
- Builds relationships on behalf of the Executive Director with City and local stakeholders.
- Participates in strategic planning process for the Executive Director's Office.
- Develops procedures and makes recommendations for improvement.
- Intakes, tracks and resolves communications and requests from the public.
- Manages monthly Executive Director's report that is included on Board of Directors' agenda.
- Collect daily donations received by Development; evaluate, sort and total all donations on a daily basis in order to create daily gift batches.
- Manage gift entry procedure, and process weekly gift batches in a timely and accurate manner to adhere to receipt/acknowledgment policy
- Assist in generating and sending emails and mailings

Last updated 8/29/2023

- Assist with annual newsletter and reports
- Conduct data entry and updates
- Assist with stewardship management
- Handle imports and exports of data and assist with or perform mail and e-mail merges
- Work with Chief Executive Officer on requests and reporting as needed
- Conduct both proactive and reactive prospect research
- General team office support
- Performs other related duties, as assigned.

Essential Qualifications

- Bachelor's degree in Business, Administration or related field is required.
- A minimum of four years of progressively responsible experience assisting at CEO level.
- Minimum of three to five years of local government experience, and in a union environment.
- Minimum of three years in minute taking and managing financial documentation.
- Uncompromising dedication to respecting and protecting the personal information donors.
- Ability to develop productive relationships and fostering an environment of mutual respect.
- Excellent organizational, multi-tasking and prioritizing skills.
- Strong, clear communicator and excellent interpersonal skills; proven ability to effectively and positively communicate with the general public and all levels within the organization.
- Ability to maintain the highest level of confidentiality in daily contact with sensitive business intelligence, financial, and protected health information is required.
- Proactive and positive customer service skills with both internal and external customers.
- Demonstrates a sense of urgency, prioritizes well, shows energy, responds to opportunities, instills urgency in others, and meets deadlines.
- Demonstrated proficiency with Microsoft Office, Google ecosystem, and data-entry.

Physical Requirements

A qualified individual with a disability must be able to perform the essential functions of the position with or without reasonable accommodation.

- Frequently required to use hands and fingers to handle, feel or operate equipment and reach with hands and arms.
- Occasionally required to lift, move, carry, pull, and push files/objects up to 10 pounds while sitting, standing, climbing or walking.
- Required to regularly talk and hear.
- Required to occasionally stand and walk.
- Specific vision abilities required include: close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.
- Regularly speaks clearly, using the English language.

Compensation and Benefits

- Salary range $57,000.00 - $82,000.00 annually commensurate with experience
- A competitive benefits package from the City of Kalamazoo includes a defined benefit pension (vested after 5-years of qualifying employment), a 457b account, retirement match, health insurance and a local City-only health clinic, ample vacation and sick time, a highly flexible workplace that is hybrid or fully remote, a positive workplace focused on clear objectives.

Empowering City of Kalamazoo residents to achieve the lives they want for themselves and their families.