

Unitarian Universalist Congregation of Marin

Emergency Assistance Fund

BOARD POLICY

Adopted by the UU Marin Board of Trustees: May 23, 2023

BACKGROUND

The Unitarian Universalist Congregation of Marin has established a fund to serve UU Marin members, pledging friends, and employees most in need of limited, short-term financial assistance as a result of an emergency, life-altering event.

History and Rationale: This Emergency Assistance Fund replaces the congregation's Botermans Service Fund, which was created in 1974 from donated monies remaining after the death of Minister Karel Botermans. Upon dissolution of the Botermans Service Fund on November 13, 2022, \$75,000 provided the seed money for this new Emergency Assistance Fund, which is approximately equal to the original \$12,000 Botermans donation, in today's dollars. The attached Botermans Trust document is for reference only, to provide context and preserve the history of these funds; the guidelines below govern the new Emergency Assistance Fund and supersede any requirements specified in the Botermans document.

As a nonprofit and religious institution, UU Marin must have a charitable purpose. By providing financial assistance to community members in need, this fund is one of several programs which helps UU Marin fulfill its charitable purpose.

FUND GUIDELINES AND REQUIREMENTS

1. Purpose: The purpose of the Emergency Assistance Fund (the Fund) is to provide limited, short-term financial assistance to UU Marin members, pledging friends, and employees in the case of an emergency, whereby the church member, pledging friend, or employee is unable to provide for his/her/their basic needs.

2. Definitions:

- "Emergency" refers to a sudden debilitating illness or accident, natural disaster, or other unexpected hardship (such as accidental house fire). These are the types of events which qualify an individual for assistance from the Fund.
- "Basic needs" refers to food, shelter, clothing, and medical care.

3. Committee: Distributions from the Fund will be managed by a standing committee (the Committee) of three (3) church members as nominated by UU Marin's Nominating Committee. These Committee members will be elected at the year-end congregational meeting, to serve the following year. The Committee members will serve for 2 or 3 years with alternating terms and may choose their Chair at one of their first meetings. A Committee member may not serve more than 5 years in a row. The Nominating Committee and Board shall review the new/existing member rotation annually, and shall adjust membership as necessary to balance continuity with fresh perspectives.

To ensure appropriate Board oversight and coordination with other church funds, the 3-person Committee should work collaboratively with the appointed Board Liaison, who should preferably be the Treasurer. Additionally, the Committee should work closely with the Board Treasurer regarding compliance with any IRS or other governmental reporting requirements.

The Minister should help guide giving from the Fund 1) in order to coordinate with disbursements from the Minister's Discretionary Fund and 2) because he/she/they often becomes aware of illness and other emergencies within the congregation before others do.

4. Referrals: Referrals of members, pledging friends, or employees in need may come from the minister, individuals themselves, or other congregation members. Individuals who are financially unable to meet their basic needs because of illness or accident are appropriate recipients of this assistance. This inability may arise through a variety of circumstances, as defined in Sections 1 and 2. Generally, the Committee must make a specific assessment that a recipient is financially unable to meet their basic needs. Individuals do not have to be totally destitute to qualify for assistance from the Fund; they may merely lack the resources to obtain life's basic necessities.

5. Application: An application for assistance from the Fund is required. It may be filled out by the applicant or by the Committee, but must ultimately be signed by the applicant/recipient in order to receive funds. The application may be found on UU Marin's website: [link].

The application should be straightforward and easy for applicants (or the Committee on an applicant's behalf) to complete, and should remain so; future iterations of the application should not become a burden to applicants.

6. Eligibility: Receiving financial assistance from the Fund depends on a variety of circumstances. Below is a checklist of criteria the Committee should consider in determining eligibility:

- ☐ Is the applicant a member, pledging friend, or employee of UU Marin? (Only these persons are eligible)
- ☐ What is the nature of the emergency, and how long has it been going on?
- ☐ Does the qualifying emergency meet the Fund's requirements as described in this policy?
- ☐ How much money is being requested?
- ☐ Does the requested amount fit within this policy's guidelines and annual available funds?
- ☐ Are there any factors that make financial assistance from this fund inappropriate?
- ☐ What attempts (if any) have been made to obtain other financial support (e.g., from insurance, family members, or government safety net programs)?
- ☐ Could some of the needed assistance be referred to the Pastoral Care Committee, such as help with meals, transportation, or other services?

Determination of eligibility is at the discretion of UU Marin's Emergency Assistance Fund Committee and the Board of Trustees.

7. Guidelines for Distributing Monies to Applicants: The Fund is intended to provide emergency assistance up to \$5,000 per person, per year to an individual UU Marin member, pledging friend, or employee. Exceptions may be approved with the agreement of the Board President, Board Treasurer, and Minister.

Eligibility determinations and distribution amounts should be made by consensus of the 3 Committee members. If a member is not available when an urgent decision needs to be made, the Board Liaison may act as a proxy for the absent member.

The Committee must fairly and consistently apply the criteria outlined in Section 6 in selecting recipients for assistance from the Fund. The Committee Checklist is a useful tool for this purpose.

8. Payments: Financial assistance will be paid directly to the beneficiary (UU Marin member, pledging friend, or employee), not to service providers, relatives, or any other third party. This financial assistance does not require repayment to the Unitarian Universalist Congregation of Marin.

9. Confidentiality: In keeping with the spirit of the original Botermans Fund, the identity of the recipient(s) will be kept confidential, but not the amounts distributed. For recordkeeping and reporting purposes, only this 3-member Committee, the Minister, the Treasurer, the church bookkeeper, and the church administrator should know the identity of any recipients (unless a recipient chooses to disclose to others). The amounts spent from the Fund will be reported in the Annual Report without other information that might identify the recipient.

10. Documentation/Recordkeeping: The Committee must maintain adequate records to show that payments from the Fund further UU Marin's charitable purposes and that the recipient meets the Fund's requirements. This entails obtaining appropriate documentation (such as the application, the Committee checklist, invoices and receipts, bank statements, expenditure summary, etc.) to show that the Committee's determination of eligibility is based on the recipients' financial resources and ability to meet his/her/their basic needs.

Generally, documentation for each distribution should include:

- A completed application
- The name, address, and amount distributed to the recipient
- Committee checklist
- The purpose for which the assistance was given
- Total amount of assistance provided
- Any relevant supporting documentation, such as: invoices and receipts, bank statements, expenditure summary, etc.
- Identification of any relationship between a recipient and church leadership or substantial contributors to the Fund. A relationship does not disqualify an applicant, but should be disclosed for transparency reasons.

For each recipient, the Committee must submit all documentation to the church office for recordkeeping purposes. Documentation belongs to the Unitarian Universalist Congregation of Marin (as the disbursing of the monies) and must be kept with official church records retained for audit purposes.

11. Annual Funds Disbursement Cap: Total annual disbursement from the Fund should not exceed 10% of the value of the Fund. For example, if the value of the Fund is \$75,000, no more than \$7,500 should be distributed among all recipients for the year. Exceptions may be made with the agreement of the Executive Committee of the Board.

12. Asset Management: Managing the assets of the Fund will be delegated to the Endowment and Investments Committee. The Endowment and Investments Committee and this Emergency Assistance Fund Committee shall share information about the Fund, including account statements, withdrawals from, and deposits to the fund.

13. Contributions and Fundraising: Investment proceeds are the primary source of revenue for the Fund; however, these proceeds do not necessarily guarantee the Fund's growth over time. Therefore, tax deductible contributions from individual UU Marin community members are encouraged.

Occasional fundraising drives for the Fund are beneficial, because they help reconnect the UU Marin membership to the intent and purpose of the Fund and remind them that the church has community members in need. To avoid conflict with other church needs, fundraising for the Fund must be coordinated with other fundraising efforts through the Board of Trustees.

14. Committee Reporting Requirements: Distributions from the Fund must be reported to the Board of Trustees within two weeks of payment. Each spring, the Committee shall prepare a summary report of distributions, which shall be submitted to the Administrator for inclusion in the Congregation's Annual Report (see Section 9 for confidentiality guidelines).

15. Revisions to this Policy: This Board Policy governs the operation of the Emergency Assistance Fund. The Committee and the Board shall collaborate to revise this Policy in the future.

16. Revocation of the Fund: Revocation of the Emergency Assistance Fund may only be accomplished by changing UU Marin's Bylaws, requiring a 2/3 vote of the Congregation.

– END OF POLICY –

THE MARIN FELLOWSHIP OF UNITARIANS

KAREL F. BOTERMANS SERVICE FUND

THIS AGREEMENT entered into by and between the Marin Fellowship of Unitarians, the Marin Fellowship of Unitarians, a California non-profit religious corporation, hereinafter jointly and severally referred to as "Trustors" and JO ANN MAYKER, JOHN SIEMENS AND JAMES MOORE, hereinafter jointly and severally referred to as "Trustees";

W I T N E S S E T H:

WHEREAS KAREL F. BOTERMANS has served the Trustors as Minister for over ten years; and

WHEREAS the Trustors desire to recognize the service which KAREL F. BOTERMANS has rendered to Trustors by the establishment of the KAREL F. BOTERMANS SERVICE FUND: and

WHEREAS KAREL F. BOTERMANS, as Minister Emeritus has expressed his desire for the establishment of a Fund which would be available to the largest number of members of Marin Fellowship of Unitarians or its lawful successor;

NOW< THEREFORE, IN CONSIDERATION OF THE MUTUAL AGREEMENTS AND UNDERSTANDINGS SET FORTH HEREINBELOW, THE PARTIES HERTO AGREE AND DECLARE AS FOLLOWS:

SECTION I.

EFFECTIVE DATE - DEFINITION

1.1. THE EFFECTIVE DATE OF THIS Trust shall be June 2, 1974, the date on which the membership of the Marin Fellowship of Unitarians approves the establishment of this Trust.

1.2. 1.2 As used herein, the following definitions shall apply:

(a) "Trust" shall mean the trust created by this Agreement.

- (b) "Trust Fund" shall mean the money and other property held hereunder by or on behalf of the Trustees.
- (c) "Member" shall mean a member of the Marin fellowship of Unitarians or its lawful successor as such membership may be determined by the Bi-Laws of the Marin Fellowship of Unitarians from time to time.
- (d) "Employee" shall mean any person who is regularly employed by the Marin Fellowship of Unitarians.
- (e) "Disabled employee" shall mean an employee as herein defined whose employment has terminated by reason of the fact that such employee due to physical or other disability is unable to continue to perform the functions of his employment during such time, following the termination of such employment as such disabled employee shall be unable to become reemployed.
- (f) "Disabled member" shall mean a member as hereinabove described who due to physical disability or illness is unable to provide the necessities of life for himself or herself.
- (g) "Dependent" or "Dependents" shall mean such person or persons who are legally dependent on a disabled employee or disabled member for necessities of life.
- (h) Whatever appropriate words used in the Trust Agreement in the singular include the plural and the masculine includes the feminine.

SECTION II.

PURPOSES OF THE TRUST

2.1. The purposes for which this Trust is established is to assist disabled members and employees of the Fellowship and their dependents which members and employees by reasons beyond their control are physically or otherwise disabled and cannot provide the necessities of life for themselves or their dependents.

SECTION III.

ELIGIBILITY

3.1. Each disabled employee as hereinabove described and each disabled member of the Marin Fellowship of Unitarians at the time of the commencement of disability and their dependents as hereinabove described are eligible for benefits under this Trust in the event such employee or member is disabled.

3.2. No person shall be entitled to benefits solely by reason of gifts or donations made to the Trust.

3.3. No person shall have any vested right to benefits from the Trust.

SECTION IV.

CONTRIBUTIONS.

4.1. Trustors shall deliver to the Trustees as the initial Trust Fund the sum of Twelve Thousand Dollars ~~(\$12,000)~~ representing sums heretofore contributed for or in the name of ~~KAREL F.~~ BOTERMANS to the Marin Fellowship of Unitarians.

4.2. Any person shall have the right at any time either during his life or by Will at his death to add other property acceptable to the Trustees shall become part of the Trust Fund of this Trust and be subject to all of the terms of this Trust.

SECTION V.

ADMINISTRATION OF THE TRUST

5.1 The Trustees shall be charged with the general administration of the plan of benefits provided for herein. Trustees shall have the duty and authority to interpret and construe this Trust Agreement in regard to all questions of eligibility and the status and rights of the beneficiaries hereunder, the manner and time

of payment of any benefit and the determination of the Trustees in said matters shall be conclusive on all parties howsoever interested in this Trust.

5.2 The decision of the Trustees as to any matter relating to this Trust shall be determined by a majority vote of other affirmative expression of a majority of the Trustees holding office provided that no Trustee shall participate in any decision affecting such Trustee personally. The Trustees decisions or actions on all matters within their discretion shall be final and conclusive on all parties howsoever interested in this Trust.

5.3 The Trustees shall keep a record of all their proceedings and shall keep or cause to be kept such books or account, records and other data as may be necessary or advisable in their judgment in the administration of the Trust.

SECTION VI.

PAYMENT OF BENEFITS

6.1 Requests for benefits under this Trust shall be addressed to the Trustees. Requests may be made orally or in writing and may be made either by the person requesting benefits or by any person on behalf of a disabled employee or disabled member deemed to be in need of benefits.

(a) On such requests for benefits, the Trustees shall determine that the person by or for whom the benefits are requested, is a disabled employee or disabled member and upon such determination shall ascertain such persons need. The determinations to be made by the Trustees as to qualification and as to need shall be conclusive.

(b) The Trustees shall not require formal applications for benefits under this Trust nor shall investigations be conducted which would be embarrassing or demeaning of a person requesting assistance.

(c) The sole criteria for payment of benefits to eligible beneficiaries hereunder shall be the extent of disability of the person requesting assistance, their requirements, and ability to meet such requirements from time to time and the resources of the Trust Fund.

6.2. During the disability of any disabled employee or disabled member, the Trustees shall pay or apply for the benefit of such disabled employee or disabled member or a dependent of such disabled employee or disabled member, so much of the net income of the Trust Fund as the Trustees may in their absolute discretion from time to time deem necessary or advisable for the proper care and maintenance of such disabled employee or disabled member or dependent or to overcome the affects of such disability; provided, however, that the Trustees shall make no payments from principal of the Trust Fund to or for the benefit of a disabled employee, disabled member or dependent of such disabled employee or disabled member. The balance of the net income of the Trust Fund, if any, shall be accumulated by the Trustees from time to time and be added to the Trust Fund. The Trustees need not if circumstances so indicate treat all of the beneficiaries equally in making such payment.

6.3 During the life and disability of KAREL F. BOTERMANS and before making payments to any other disabled employee, disabled member or dependent, the Trustees shall pay to or apply for the Benefit of KAREL. F. BOTERMANS so much of the net income of the Trust Estate up to the whole thereof as the Trustees may deem in the absolute discretion from time to time to be necessary or advisable for the proper care, maintenance, support and treatment of KAREL F. BOTERMANS and to assist him to overcome the effects of his disability. If at any time during the life and disability of KAREL F. BOTERMANS, the sums available from the net income of the Trust Fund are inadequate to pay the sums necessary or advisable for the proper car, maintenance, support and treatment of KAREL F. BOTERMANS, the Trustees may in their absolute discretion pay to or apply for the benefit of KAREL F. BOTERMANS so much of the principal of the Trust Fund as the Trustees may in their absolute discretion deem necessary or advisable for the proper care, maintenance, support of treatment of KAREL F. BOTERMANS and to overcome his disability.

SECTION VII.

POWER OF THE TRUSTEES

The Trustees are authorized and empowered in their discretion, but not by way of limitation, as follows:

7.1. To retain in the Trust until such time as the Trustees may deem advisable any property received by the Trustees for the investment of Trust Fund.

7.2. To invest and reinvest the principal and income of the Trust Fund and to keep the Trust Fund invested as a single fund without distinction between principal and income, provided however that no Trust Funds shall be invested in real property, and provided further that in investing, reinvesting, purchasing, acquiring, exchanging, selling, and managing the Trust Fund, the Trustees shall exercise the judgment and care, under the circumstances then prevailing, which men of prudence, discretion and intelligence exercise in the management of their own affairs, not in regard to speculation, but in regard to the permanent disposition of their funds, considering the probable income as well as the probable safety of their capital.

7.3 To vote any stocks, bonds, or other securities, including the power to vote for any person or director of any office of any corporation; to give general or special proxies or power of attorney, with or without power of substitution, to exercise any conversion privilege, subscription rights, or other options, and to make payments incidental thereto: to consent or otherwise participate in corporate reorganization or other changes affecting corporate securities and to delegate discretion in connection therewith, and generally to exercise any of the power of an owner with respect to stocks, bonds, securities and other property held in the Trust Fund.

7.4 To make, execute, acknowledge and deliver any and all documents of transfer and conveyance and any and all other instruments that may be necessary or appropriate to carry out the powers herein granted.

7.5 To hold any investment in Bearer form and to register any investments held in the Trust Fund in the name of the Trustees without disclosing the existence of the Trust, but the books and records of the Trustees shall at all times show that all such investments are part of the Trust Fund.

7.6 To employ a depository, investment counsel, counsel, advisors, clerical and other services and agents of all kinds, to employ accountants, and the Trustees shall be fully protected in acting upon the advice of such counsel or upon the financial reports of such accountants.

7.7 To file annual returns as required by Section 6033 of the Internal Revenue Code, 1954 as amended, or the corresponding provisions of any subsequent revenue law, as well as all reports required by the laws of the State of California.

7.8 To do all acts, whether or not expressly authorized, which they may deem necessary or proper for the protection of the property held hereunder.

7.9 Trustees shall not make any loans to the Trustors or to any other person, firm or entity.

7.10. To engage in such fundraising activities to augment and increase the Trust Fund as the Trustees may deem necessary and advisable.

SECTION VIII.

THE TRUSTEES

8.1. This Trust shall be administered by three (3) Trustees. The initial Trustees shall be John Siemans, JoAnn Haymaker, and James Moore, who shall serve until their successors are elected by the membership of the Marin Fellowship of Unitarians with lawful successor in accordance with the provisions of this Section.

8.2. All Trustees succeeding the initial Trustees named in the next proceeding sub-paragraph shall be elected by the membership of the Marin Fellowship of Unitarians or its lawful successor at the annual meeting of said Fellowship or its successor. Each Trustee shall serve for a period of two (2) years, or until his successor is duly elected. Following the first election of Trustees, the Trustees shall meet and allocate as between themselves one 1 year term and two 2 year terms. At subsequent annual elections, one vacancy on the Board of trustees and two vacancies of on the Board of Trustees shall be filled in alternate years as terms expire in accordance with this paragraph. Nominations to fill vacancies on the Board of Trustees shall be made to the membership of the Trustees not later than ninety (90) days prior to

the annual meeting. Nominations by the membership may be made in writing to the Trustees not later than (30) days prior to the annual meeting provided, however that each such nomination shall be accompanied by a written statement of the person nominated that such person is willing to act as Trustee of the Marin Fellowship of Unitarians Karel F. Botermans Service Fund.

8.3. The Trustees or any of them may resign and their resignation may become effective ten (10) days after notice thereof has been personally delivered or sent by registered mail to the Board of Directors or other governing body of the Marin Fellowship of Unitarians or its lawful successor at its principal office. Said governing board shall have the power to appoint successor trustee or trustees to serve until the next annual meeting as hereinabove described and not for the balance of the term of the Trustee whose office has become vacant. In the event a vacancy occurs within ninety (90) days of such annual meeting, the governing board shall have the power to appoint a successor trustee or trustees who shall serve for a period not to exceed fifteen (15) months.

8.4. There shall be no limit on the number of terms which a Trustee may serve, whether such Trustee is nominated and elected or has been appointed to fill a vacancy.

8.8. The membership of the Marin Fellowship of Unitarians or its lawful successor shall have the power to remove the Trustees or any of them from office at any time on not less than sixty (60) days notice to such trustee or trustees and at a membership meeting duly notice, called and held pursuant to the By-Laws in effect at the time of such meeting of said Marin Fellowship of Unitarians or its lawful successor.

8.6 Any and all successor trustees shall have the same power and authority as their predecessors hereunder. In the event of the resignation or incapacity of any Trustee, the other Trustee may exercise all of the powers and authorities conferred upon the Trustees hereunder until a successor has been duly appointed.

8.7. The Trustees shall not be compensated for their services hereunder but shall be entitled to reimbursement for actual expenses necessarily incurred in their office.

8.8 The Trustees shall not incur any personal liability of any nature in connection with any act done or omitted to be done in good faith in the execution of the powers and duties hereunder. They shall be fully protected in acting in accordance with the provisions of this Trust.

8.9 The majority vote of the Trustees holding office shall be necessary to transact the business of the Fund.

8.10. All disbursements of trust funds shall be made by check or draft signed by two (2) trustees.

8.11, The Trustees shall annually make a written report to the membership of the Marin Fellowship of Unitarians or its lawful successor at the annual meeting of said Fellowship or its lawful successor. Said report may be made orally or in writing and shall reflect receipts and benefits paid and the financial transactions of the trustees.

8.12. The Trustees shall not disclose the name or names of any person or persons receiving benefits from the trust fund.

SECTION IX.

AMENDMENTS

9.1. This Trust may be amended from time to time by amendments which the Trustees may deem necessary or advisable in order to carry out the purposes of this Trust more effectively. All amendments shall be proposed by the trustees then in office to the membership of the Marin Fellowship of Unitarians or its lawful successor. Amendments shall be voted upon after having been duly noticed in accordance with the by-laws of the Marin Fellowship of Unitarians or its lawful successor at any regular or special membership meeting. If such amendment or amendments are approved by said membership, the presiding officer and the secretary at said membership meeting shall certify the adoption of the amendment and its full text in writing to the Trustees and upon receipt of such certification by the Trustees said amendment or amendments shall be effective.

9.2. No amendment or amendments may be proposed by the Trustees or voted on as hereinabove set forth which would materially change the purposes of this Trust or permit part or all of the income or the corpus

of the Trust Fund to be used for or diverted to purposes other than for the exclusive benefit of beneficiaries hereinabove described or which would permit any part of all of the income or corpus of the Trust Fund to be sued as part of the operating budget of the Marin Fellowship of Unitarians or its lawful successor or for the payment of salaries, wages or similar obligations of the Marin Fellowship of Unitarians or its lawful successor.

9.3 No amendment shall be proposed or voted upon as hereinabove set forth which would terminate this Trust and permit the Trust Fund to be paid over and delivered to the Trustors or their successors, personal representatives or assigns.

9.4. Anything herein contained to the contrary notwithstanding, no amendment or alteration shall change the rights, powers or duties of the Trustees without their consent.

SECTION X.

MISCELLANEOUS PROVISIONS

10.1. No money or property in the hands of the Trustees, no benefits under this Trust shall be pledged, assigned, transferred, sold or in any manner whatsoever anticipated, charged or encumbered by a beneficiary or in any manner be liable in the possession of the Trustees for the debts, contracts, obligations or engagement of any person having an interest in the Trust Fund, voluntary or involuntary, or for any claims legal or equitable against such person.

10.2. The Trust created by this Agreement has been accepted by the Trustees in the State of California and will be administered by the Trustees in California and its validity, construction and all rights under it shall be governed by the laws of the State of California. Any action brought in relation to the Trust and benefit thereunder shall be brought in the County of Marin, State of California.

10.3 Should any provision of this Agreement be or become invalid or unenforceable, the remaining provisions of this Agreement shall be and continue to be fully effective.

10.4 Any notices or other communications required or permitted by this Agreement to be delivered to or served on the Trustees shall be deemed properly delivered to and received by the Trustees when

personally delivered to the Trustees or deposited in the United States mail, certified mail, with postage prepaid, addressed to the Trustees at 240 Channing Way, San Rafael, California 94903, or such other address as the Trustees may establish from time to time.

10.5 The KAREL F. BOTERMANS SERVICE FUND is a function of the Marin Fellowship of Unitarians.

Executed on August 8, 1974 at San Rafael, Marin County, California.

MARIN FELLOWSHIP OF UNITARIANS
MEMBERSHIP OF THE MARIN
FELLOWSHIP OF UNITARIANS

By Mary P. Bicknell
President

By Phyllis B. Collins
Secretary

"Trustors"

John Siemans

JoAnn Haymaker

James C. Moore

"Trustees"