



Minnesota Alliance on Crime
 Board Agenda
 April 13, 2017

Agenda Item	Who Leads	Time
I. Introductions/Call to Order	Board Chair	3'
II. Review- Changes/Additions- Action Needed	Board Chair	2'
III. Consent Agenda Items		20'
• Secretary's Report- Action Needed March	Secretary	
• Treasurer's Report- Action Needed March & Heidi Invoice	Treasurer	
• Director's Report	Executive Director	
IV. Updates-	Committees & Staff	20'
• Executive Committee		
• Board Development Committee		
• Budget and Finance Committee		
• Outreach and Engagement Committee		
• Public Policy Committee		
V. Action Items		50'
• MAC's Strategic Plan 2017-2018		
• Closing Board of Director Meetings		
• Review draft by-laws & policies		
VI. Focused Discussion		25'
• Silent Auction/Annual Training	MAC Staff	
• Marsy's Law	Executive Director	
• Open House	Board Chair & MAC Staff	
VII. Adjourn	Board Chair	

*Minnesota Alliance on Crime connects systems, service providers, and victims
 to advance the response to victims of all crime.*

I. Called to Order: 10:02 a.m.

Board of Directors present:

In-Person: Vanessa Barr, Sara Miller, Vicki Walechka, Dianna Umidon, Chris Jensen, Karla Bauer, Shane Baker, Kelly Nicholson, Brenda Skogman

By Phone: Shawn Becker, Dresden Jones, Denise Loy

Executive Director: Bobbi Holtberg

MAC Staff: Danielle Kluz, Julia Tindell

Additional attendees: Therese Lockwood

II. Review-Changes/Additions

Changes: The Secretary's report listed on the agenda should be changed to reflect we are reviewing the February reports, not January.

Motion to approve and change the minutes to read February Secretary Report.

Motion 1st: Sara Miller

2nd: Brenda Skogman

Approved

III. Consent Agenda Items

- Secretary's Report

Reviewed February 2017 Minutes

Motion to approve Secretary's Report from February 2017.

Motion 1st: Brenda Skogman

2nd: Vicki Walechka

Approved

- Treasurer's Report

Reviewed Financial Summary submitted for February 2017. There was a mistake on the financial summary in the packet and an updated financial summary was provided. Discussion about treasurer's duties and having MAC staff assume some of the responsibilities, such as submitting the quarterly Financial Status Reports (FSR's) to OJP. Discussion about the budget and having unrestricted funds available to pay for expenses until we get reimbursed each quarter. Payments from OJP are received fairly soon after they are submitted but the policy states that OJP has 30 days to submit for payment. MAC receives a grant of \$194,000. OJP would like to see this amount spent in fairly equal parts for each quarter rather than a large lump payment and budget revisions in the last quarter. To do this, MAC needs to have enough unrestricted funds to cover payments for three months.

Motion to approve Treasurer's Report from February 2017.

Motion 1st: Vicki Walechka

2nd: Sara Miller

Approved

- Director's Report – Bobbi reviewed report submitted and highlighted a few areas.
 - The worker's comp premium increase came after an audit, which was due to increased staff.
 - Strategic planning process to develop a work plan was great! Identified the area of "Evaluation" as a Best Practices item that MAC should work on. This would be an ongoing and supportive aspect for MAC and it would be attractive to other funders. Proposing to move \$8,000 in the

training grant to contract services. OJP is allowing MAC to use the past crime victim services dollars not spent from FY16 so this frees up extra dollars in the training grant. We would be working with Aurora Consulting to create a more standard tool for consistent results at all MAC sponsored trainings/events.

-Funding of OJP is proposed the same in the Governor, Senate and House budgets, will be an omnibus bill. Federal funding – differences in VOCA and VAWA funds and concerns of what could happen with new President. Lots to watch and lots of unknown. It takes a year for federal changes to trickle down in the budget so we will have time to plan if MAC is affected.

-Updated the application for membership and will be ready to be reviewed at the April meeting. Plan to send out in May with a due date of July 1.

-Interviewing for an intern on March 27, 2017 and would like them to start June 1, 2017. Goal is to have a year-round intern if possible, spread the word to those that may be interested.

Application is on the website.

-OJP Conference – Bobbi & Karla will be presenting their “Scales of Victimization” presentation from last year but they will have two 90-minute slots. Danielle and Julia’s presentation was not accepted.

IV. Updates

- **Executive Committee**

Agreed to meet the week after the board meeting to develop the agenda for the next month and discuss other issues that need to be addressed. Discussion of trying to get Julia up to full-time, what needs to happen for that to change, and other duties for her to work on. Julia has started working on the FSR’s (financial status reports for OJP grant) and will submit them quarterly and tracking expenditures. Discussion of the changes to the Treasurer position moving forward.

*Reminder: the Executive Committee will be changing and leaving the Board in September – start thinking of new Board members and positions you may want to hold on the Board.

- **Board Development Committee**

Met last week and developed a list of items to be working on as a committee and have identified two areas of focus:

- 1) New Board Members –letting them know what is the function of the Executive Board, the roles of board members, expectations of board members, financial issues/duties of board members. Defining and explaining the strategic plan to keep it moving forward. How do we do this – in the past, just provided a binder of information, and how do we want this to look like in the future.
- 2) Current Board Members – what are our responsibilities – fundraising, recruitment, supporting staff members, succession planning.

- **Budget and Finance Committee**

Met February 28, 2017. Discussed moving Julia to full-time and what needs to occur to make it happen; have identified that we need \$30,000 to make that a reality. Trying to identify where these funds could come from, may obtain half of that OJP but still need other funds for rest such as from private grants/foundations.

The signature card has been updated with Bremer bank for checkbook. Six people are listed on the signature card: Vanessa, Bobbi, Heidi, Julia, Danielle, and Brenda. Need two signatures on all checks.

Need to revise the by-laws and policies to reflect the new duties of the treasurer – Vanessa and Chris will work on revising and will bring a draft to the April meeting. Also need to create a

policy for staff to take care of bills. On March 15, 2017 – Brenda, Julia and Bobbi will meet to move all the expenses over to Julia. The budget for 2017 is set and will be working on the 2018 budget soon, looking at an increase in staff funding and adding a half day of strategic planning annually.

- **Outreach and Engagement Committee**

The committee has met twice and identified two areas from the strategic plan that we can address. Talked about offering some “swag” if people will meet with us to discuss MAC and benefits of joining as a member. Passed around a list of non-member general crime programs and asked people to sign up if they knew any of the members. Looking to have people make contact at the OJP conference with those programs that are not members and talk with them about the perks of being a member of MAC. Looking to increase memberships with some specific types of programs to go along with our strategic plan. One of the suggestions for increased donations was to see if there are any corporations around that have employee incentive programs; also to see if companies have a community services person and if the organization matches donations.

- **Public Policy Committee**

This has been a different legislative year. The Committee is meeting weekly, very few scheduled hearings on bills. Lots of things that are just being put in omnibus bills. March 10, 2017 was the first deadline that a bill has to have been “acted” favorably for it to proceed. Next Friday, March 17 is the 2nd deadline. Senate has been having a few hearings, including some on Safe Harbors/Trafficking. A controversial bill deals with eliminating the need to have a permit for a weapon to no permit to carry a weapon. Other bills: use of force – defending your home, stays of adjudication with criminal sexual conduct cases, terroristic threats/threats of violence, data privacy of all victims & witnesses being labeled as “private data” in police reports. The Criminal Justice Collaborative meets next week to see what is left of bills and what we can do.

V. Action Items

MAC’S Strategic Plan 2017-2018. All MAC staff met with AI Onka (Aurora Consulting) for a one-day planning retreat to develop our strategic plan into a work plan. See Fiscal Year 2018 Annual Plan in packet. Tweaked some of the language in the 4 pillars of the strategic plan. Feedback from all staff was that this was a very good retreat and MAC came away with a great, workable plan to achieve objectives during July 1, 2017 – June 30, 2018 (FY18). The chart has the four pillars and under that it breaks down the action steps that need occur to make it happen. The green boxes identify the goals and objectives that need to be completed by each quarter, the how, who, and when for each quarter. Will be leveraging the committees in the future to help implement parts of the plan.

From the discussion and information shared during the Director’s Report about having an evaluation planning session with Aurora Consulting, which is an identified Best Practice, a motion was made.

Motion to move \$8,000 to contract services for an Evaluation Planning retreat with Aurora.

Motion 1st: Chris Jensen

2nd: Shane Baker

Approved

Closing Board of Director Meetings. Discussion of closing the board meetings to members and allowing only those on the board of directors to be present. The meeting minutes are available to members so they would still have access to know what is occurring and decisions made by the board. This would allow MAC to maintain the integrity of the board process and handle issues, such as

personnel, with only the board of director's present. Discussion of having some of the agenda open, some parts closed, and possibly closed for MAC staff. This item was tabled and will be on the agenda for April.

VI. Focused Discussion

April Open House. MAC open house is Tuesday, April 4, 2017 from 4:00 – 6:00 p.m.. It is on Facebook and if you have Facebook, please share with others to get the word out. Call your legislator's, as constituents, to invite them. Danielle will be sending out an email with talking points to use when calling. Everyone needs to bring 2 bottles of wine for the event, any leftover we will use at the silent auction. Will be sending out a task list of duties that board members will be covering during the open house.

VII. Adjourn

Adjourn @ 12:15 p.m.

Motion 1st: Karla Bauer

2nd: Kelly Nicholson

Approved

Next meeting: April 13, 2017 from 10:00 a.m. – 12:00 p.m. @ MAC Office – St. Paul

Respectfully Submitted,
Vicki Walechka

**MN Alliance on Crime
Financials Summary
March, 2017**

Income:

Membership Dues	302.00
Training Grant Income	1421.68
Interest Income	3.33
	<hr/> 1727.01

Expenses:

OJP Grant Expenses	15852.42
Training Grant Expenses	332.94
Unrestricted Expenses	689.40
	<hr/> 16874.76

Total Expenses:

Personnel	10248.46
Payroll Taxes	765.46
Health Insurance Premiums	900.00
Rent	800.00
Contract Services	2800.00
Dues & Subscriptions	0.00
Equipment	-85.68
Liability Insurance	0.00
Workers Comp Insurance	0.00
Miscellaneous	0.00
Annual Meeting Expense	0.00
Office & Program Supplies	265.05
Telephone Expense	421.07
Travel & Training Expenses	689.40
Bank Service Charges	31.00
Aplos Software Expense	40.00
	<hr/> 16874.76

Available Balances:

OJP Grant	104287.62
Training Grant	47693.87
Unrestricted	5198.06
Savings Account	15063.43
	<hr/> 172242.98



Executive Director's Report April 2017

Updates

- **General Crime Direct Service RFP:** The RFP was released two weeks ago and the application deadline is May 9th. A bidder's conference was held April 5th.
- **OJP Prosecutorial RFP:** I met with Cecilia Miller and Suzanne Elwell on March 21st to begin developing a plan for making outreach to currently unfunded counties. OJP will be creating fact sheets regarding VOCA funding sustainability, identified unmet needs throughout the state, and application and reporting requirements. MCAA will also be reaching out to counties to encourage application and to offer technical assistance. I said MAC would work with MCAA to create a webinar that will walk through the RFP and application process for applicants.
- **Evaluation Project:** We have begun work with Aurora to develop evaluation tools to be used at MAC's in-person training and webinars. We will also work on development of an annual membership survey to ensure we are meeting their identified needs. We will be moving from Survey Monkey to Survey Gizmo as that is Aurora's preferred platform. The cost will be \$300 annually, which is slightly cheaper than Survey Monkey.
- **Summer Intern:** Sean Tompkins will begin his full-time internship with MAC in mid-May and plans to be with us until mid-August. He will be graduating from UMD in May with degrees in criminology and sociology. His primary responsibility will be to conduct research regarding states that have passed constitutional amendments addressing victim rights.
- **Business Owners Insurance Policy:** Our policy will renew May 7, 2017 and the annual premium will remain the same at \$550. The policy is attached.
- **Marsy's Law:** I will be meeting with the other coalitions to gain support for addressing victims' rights through a constitutional amendment. There has been some push back to Marsy's Law in other states. Danielle and I will be speaking with Carolyn Bryant from OJP to gain a better understanding of what the concerns are.
- **MAC Financial Guide:** As we transition day-to-day financial duties from the board treasurer to staff there is opportunity to create policies and guidelines for how MAC manages its finances. Using a template and working with Brenda, Heidi, Julia, and Vanessa, we have created a MAC financial guideline. I would like to the board to approve the guideline and add it as an addendum to the policy manual. I also think it should be reviewed on an annual basis by both the board and staff. The guide is attached.
- **Bylaws:** Due to the restructuring of the board treasurer's duties, the roles and responsibilities need to be updated in the bylaws. I have provided draft language to Vanessa. I would also suggest that the bylaws address annual review of the financial guidelines.

Upcoming Events

- **OJP Conference:** May 23-25, 2017 MAC has requested to table at the resource fair. We will be co-located with MADD as Diane Homa will be selling pottery and donating the proceeds to MAC. Karla Bauer and I will be

presenting a two-part workshop titled The Scales of Victimization. MAC, MNCASA, and MCBW will co-host a reception on Wednesday, May 24th. MAC staff will be applying for scholarships to attend the conference.

- **National Crime Victims Law Institute Conference:** May 11-12, 2017 Portland, OR. Because MAC is an MOU partner on the MN Victims Legal Services Project. I was able to apply for and was awarded a \$1,000 scholarship to attend the 2017 NCVLI conference. I will submit for reimbursement when I return from the conference. Several others from the MN project will be attending including Suzanne Elwell from OJP. Suzanne and I hope to be able to meet with Meg Garvin, director at the NCVLI to discuss Marsy's Law.
- **Annual Membership Meeting and Capacity Building Training:** A draft agenda with potential training topics is attached. The event will be held at the St. Cloud Holiday Inn on September 21st-22nd. There are room blocks for the nights of the 20th and 21st.
- **Silent Auction:** Julia emailed the link to the donor list. Please review and add information for potential new donors. Letters will be sent out June 1st. The hope is to grow the silent auction donor list by at least 10%.

Legislative/Public Policy

- **Crime Victim Services Funding:** The Public Safety Omnibus bills ([SF803/HF896](#)) passed through their respective House and Senate committees and the bills passed the House and Senate floors after extensive debate. Neither bill cut funding for crime victim services, although they did not quite fund at the levels in the Governor's budget. [Senate spreadsheet that details what was funded in the Senate finance bill is here.](#) [This House spreadsheet lists all of the initiatives that were funded](#) in the House.

The House bill made some specific appropriations that impact victim services, including: over \$2.9 million to add Harassment Restraining Orders (HROs) to the hot files that are accessible to law enforcement in their squad cars; \$200,000 to the Department of Corrections for targeted domestic violence prevention in facility; \$948,000 to legal services to increase access to courts in family law matters; and increases for sex trafficking prevention grants that go to prosecution and law enforcement.

The bills will now go to conference committee to negotiate and reconcile the differences between the two bills.

- **Stand Your Ground Legislation:** This bill ([HF 238/SF 292](#)) has gone to the House floor for vote but likely will not become law, as a hearing was not held in the Senate Judiciary and Public Safety Committee.

Training and Engagement

- **Membership Outreach:** Our newest member programs are ThinkSelf (formerly known as Communication Services for the Deaf) and the Scott County Attorney's Office. All Twin Cities metro counties are now members except Washington County. We will work on getting them on board ASAP. MAC now has 57 member programs and 3 individual members. We have already reached our strategic goal to add one culturally specific member program but we hope to add more in the next year.
- **Webinar Series:** Suzanne Elwell will present MAC's May webinar on Data Basics for Victim Advocates.
- **Training:** The training dates have changed to June 21-22 and it will take place at the Crowne Plaza Bloomington. Save the dates have gone out and registration information will go out next week. Members will have one week of priority registration before non-members may register. Danielle has secured St. Paul Intervention as the trainers for several advocacy pieces of the training and Suzanne Elwell of OJP for victims' rights. She is working on securing trainers for a few more sessions. Attached is the latest a draft of the training agenda.
- **Newsletter:** Danielle released the April MAC newsletter. It included features on Marsy's Law, the Minnesota Victim Legal Services Project, and the National Center for Victims of Crime's Statement Regarding the Creation

of VOICE. (Please note that we have decided to release the newsletter at the start of each month instead of the end, so the April newsletter was originally the March newsletter.)

- **Open House:** MAC held its Crime Victims' Rights Week Open House on Tuesday, April 4th. Five board members attended (and helped with the various tasks) and about 50 members and allies joined us. Bobbi presented briefly on the growth of MAC and Marsy's law and we showed a video about Marsy's Law. All had a good time and Bobbi's cupcakes were delicious! Danielle sent out PDF versions of some of the posters she made for the event to MAC members.

MAC activity report

Week	(All)
Date	(All)

Row Labels	Sum of Time
Email	30
Legislative	6
Meeting	38
Meeting Prep	7.5
Research & Development	21.5
Training	1.5
(blank)	
Administrative	34.5
Technical Assistance	11.5
Outreach to Membership	1.5
PTO	24
Grand Total	176

Danielle Kluz
Activity Summary - March 2017

Label	Total Hours
Admin	13.5
Email	16
Fundraising	3
Meetings	22.5
Meeting Prep	4
Outreach to Membership	59
Professional Development	2
PTO	17
Public Policy	18
Research & Development	2
Technical Assistance	1
Training	24.5
Travel	1.5
TOTAL	184

Julia Activity Report (March 2017)

Week	(All)
Date	(All)

Row Labels	Sum of Time
Meeting	13
(blank)	
Administrative	74
Outreach to Membership	2
Professional Development	2
PTO	9
Grand Total	100



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- o You may pay the "minimum due" as it appears on your insurance bill or pay the policy balance in full.
- o An installment service fee is added to each installment. A late fee will also be applied if the "minimum due" is not **received** by the due date shown on your bill. Service and late payment fees do not apply in all states.
- o If you selected installment billing, any credit or additional premium due as the result of a change made to your policy, will be spread over the remaining billing installments. Additional premium due as a result of an **audit** will be billed in full on your next bill date following the completion of the audit.
- o If you elected Electronic Funds Transfer (EFT), policy changes may result in changes to the amount automatically withdrawn from your bank account. The invoice you receive following a policy change will include future withdrawal amounts. If you need to adjust or stop your next scheduled EFT withdrawal, please contact us **at least 3 days prior** to the scheduled withdrawal date at the telephone number shown below.
- o If you selected installment billing and pay the premiums for your first policy term on time, at renewal, your account may qualify for our "Equal Installment" feature. This means that the percentage due for each installment, including the initial renewal installment, will be the same throughout the policy term – helping you better manage cash flow. Equal installments will continue as long as you pay your premiums on time and no cancellation notices are issued for any policy on your account. If you no longer qualify for Equal Installments, future renewals will be billed based on the payment plan you selected, which includes a higher initial installment amount.
- o If your policy is eligible for renewal, your bill for the upcoming policy term will be sent to you approximately 30 days prior to your policy's renewal date. If your insurance needs change, please contact us at least 60 days prior to your renewal date so we can properly address any adjustments needed.
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Through The Hartford Cyber Center, you have access to:

- o A panel of third party incident response service providers
- o Third party cybersecurity pre-incident service providers and a list of approved services to help protect your business before a cyber-threat occurs
- o Risk management tools, including self-assessments, best practice guides, templates, sample incident response plans, and data breach cost calculators
- o White papers, blogs and webinars from leading privacy and security practitioners
- o Up-to-date cyber-related news and events, including examples of privacy and security related events

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2. Enter policyholder information
3. Access code: 952689
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- o Registration is required to access the Cyber Center. You may register as many users as necessary.
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Spectrum®

Business Owner's Policy





THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF YOUR POLICY IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT.

DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

SCHEDULE

Terrorism Premium:

\$ \$2.00

A. Disclosure Of Premium

In accordance with the federal Terrorism Risk Insurance Act, as amended (TRIA), we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for "certified acts of terrorism" under TRIA. The portion of your premium attributable to such coverage is shown in the Schedule of this endorsement.

B. The following definition is added with respect to the provisions of this endorsement:

1. A "certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of TRIA, to be an act of terrorism under TRIA. The criteria contained in TRIA for a "certified act of terrorism" include the following:
 - a. The act results in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to TRIA; and
 - b. The act results in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of an United States mission; and
 - c. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the

United States or to influence the policy or affect the conduct of the United States Government by coercion

C. Disclosure Of Federal Share Of Terrorism Losses

The United States Department of the Treasury will reimburse insurers for a portion of insured losses, as indicated in the table below, attributable to "certified acts of terrorism" under TRIA that exceeds the applicable insurer deductible:

Calendar Year	Federal Share of Terrorism Losses
2015	85%
2016	84%
2017	83%
2018	82%
2019	81%
2020 or later	80%

However, if aggregate industry insured losses under TRIA exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion. The United States government has not charged any premium for their participation in covering terrorism losses.

D. Cap On Insurer Liability for Terrorism Losses

If aggregate industry insured losses attributable to "certified acts of terrorism" under TRIA exceed \$100 billion in a calendar year and we have met, or will meet, our insurer deductible under TRIA, we shall not be liable for the payment of any portion of the amount of such losses that exceed \$100 billion. In such case, your coverage for terrorism losses may be reduced on a pro-rata basis in accordance with procedures established by the Treasury, based on its estimates of aggregate industry losses and our estimate that we will exceed our insurer deductible. In accordance with the Treasury's procedures, amounts paid for losses may be subject to further adjustments based on differences between actual losses and estimates.

E. Application of Other Exclusions

The terms and limitations of any terrorism exclusion, the inapplicability or omission of a terrorism exclusion, or the inclusion of terrorism coverage, do not serve to create coverage for any loss which would otherwise be excluded under this Coverage Form, Coverage Part or Policy.

F. All other terms and conditions remain the same.



IMPORTANT NOTICE TO POLICYHOLDERS - UNMANNED AIRCRAFT - LIABILITY ENDORSEMENT

Thank you for trusting The Hartford with your Business Insurance needs.

You are receiving this Notice because an Unmanned Aircraft - Liability Endorsement (Form SS 42 06) has been added to your policy. This form modifies the Aircraft, Auto or Watercraft exclusion such that any coverage for unmanned aircraft is completely excluded. This is a reduction in the coverage provided by your policy.

In addition, the Personal and Advertising Injury exclusion in your Business Liability Coverage (Form SS 00 08) is revised to exclude coverage for Personal and Advertising Injury damages arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". This is a reduction in the coverage provided by your policy.

The changes described above do not impact your policy premium.

However; if the box next to Option 1 on Form SS 42 06 (included in your policy package following your declarations page) is selected, Bodily Injury and Property Damage coverage for "unmanned aircraft" applies to your policy. If the box next to Option 2 is selected, Personal and Advertising Injury coverage for "unmanned aircraft" applies to your policy.

If neither option is selected, you may have the option of purchasing Bodily Injury and Property Damage coverage for "unmanned aircraft," Personal and Advertising Injury coverage for "unmanned aircraft" or both for an additional premium.

Please contact your agent, broker or representative of The Hartford to understand if your business is eligible to purchase these coverages or for any questions about these changes.

Please be aware that no coverage is provided by this Notice nor should it be construed to replace any provision of your policy. You should read your policy and review your Declarations Page for complete information on the coverages you are provided. If there is a conflict between the policy and this Notice, the provisions of the policy shall prevail.



IMPORTANT NOTICE TO POLICYHOLDERS - EXCLUSION - UNMANNED AIRCRAFT (PROPERTY)

Thank you for trusting The Hartford with your Business Insurance needs.

You are receiving this Notice because an Exclusion - Unmanned Aircraft (Property) Form SS 51 11 has been added to your policy. This form clarifies that the term "aircraft" listed in the Property Not Covered section of your Special Property Coverage Form (SS 00 07), is also intended to apply to "unmanned aircraft", more commonly known as drones. This clarification does not impact the coverage provided by your policy.

This change does not impact your policy premium.

Please contact your agent, broker or representative of The Hartford with any questions.

Please be aware that no coverage is provided by this Notice nor should it be construed to replace any provision of your policy. You should read your policy and review your Declarations Page for complete information on the coverages you are provided. If there is a conflict between the policy and this Notice, the provisions of the policy shall prevail.



IMPORTANT NOTICE TO POLICYHOLDERS

To help your insurance keep pace with increasing costs, we have increased your amount of insurance . . . giving you better protection in case of either a partial, or total loss to your property.

If you feel the new amount is not the proper one, please contact your agent or broker.

67 This **Spectrum Policy** consists of the Declarations, Coverage Forms, Common Policy Conditions and any
42 other Forms and Endorsements issued to be a part of the Policy. This insurance is provided by the stock
JZ insurance company of The Hartford Insurance Group shown below.

SBA

INSURER: SENTINEL INSURANCE COMPANY, LIMITED
ONE HARTFORD PLAZA, HARTFORD, CT 06155
COMPANY CODE: A



Policy Number: 41 SBA JZ4267 SA

SPECTRUM POLICY DECLARATIONS

Named Insured and Mailing Address: THE MINNESOTA ALLIANCE ON CRIME
(No., Street, Town, State, Zip Code)

155 S WABASHA ST STE 104
SAINT PAUL MN 55107

Policy Period: From 05/07/17 To 05/07/18 1 YEAR
12:01 a.m., Standard time at your mailing address shown above. **Exception:** 12 noon in New Hampshire.

Name of Agent/Broker: BREMER INSURANCE AGENCIES INC
Code: 716085

Previous Policy Number: 41 SBA JZ4267

Named Insured is: NON PROFIT

Audit Period: NON-AUDITABLE

Type of Property Coverage: SPECIAL

Insurance Provided: In return for the payment of the premium and subject to all of the terms of this policy, we agree with you to provide insurance as stated in this policy.

TOTAL ANNUAL PREMIUM IS: \$550 MP

IN RECOGNITION OF THE MULTIPLE COVERAGES INSURED WITH THE HARTFORD, YOUR
POLICY PREMIUM INCLUDES AN ACCOUNT CREDIT.

MN FIRE RELFD: \$.12
MN FIRE SAFETY SURCH: \$.33

Countersigned by *Susan L. Castaneda*
Authorized Representative

03/21/17
Date

SPECTRUM POLICY DECLARATIONS (Continued)

POLICY NUMBER: 41 SBA JZ4267

PROPERTY OPTIONAL COVERAGES APPLICABLE TO ALL LOCATIONS LIMITS OF INSURANCE

**BUSINESS INCOME AND EXTRA EXPENSE
COVERAGES** 12 MONTHS ACTUAL LOSS SUSTAINED
**COVERAGES INCLUDE THE FOLLOWING
COVERAGES EXTENSIONS:**

ACTION OF CIVIL AUTHORITY: 30 DAYS
EXTENDED BUSINESS INCOME: 30 CONSECUTIVE DAYS

**EQUIPMENT BREAKDOWN COVERAGE
COVERAGES FOR DIRECT PHYSICAL LOSS
DUE TO:
MECHANICAL BREAKDOWN,
ARTIFICIALLY GENERATED CURRENT
AND STEAM EXPLOSION**

**THIS ADDITIONAL COVERAGE INCLUDES
THE FOLLOWING EXTENSIONS**

HAZARDOUS SUBSTANCES	\$	50,000
EXPEDITING EXPENSES	\$	50,000

**MECHANICAL BREAKDOWN COVERAGE ONLY
APPLIES WHEN BUILDING OR BUSINESS
PERSONAL PROPERTY IS SELECTED ON
THE POLICY**

IDENTITY RECOVERY COVERAGE \$ 15,000
FORM SS 41 12

SPECTRUM POLICY DECLARATIONS (Continued)

POLICY NUMBER: 41 SBA JZ4267

BUSINESS LIABILITY	LIMITS OF INSURANCE
LIABILITY AND MEDICAL EXPENSES	\$1,000,000
MEDICAL EXPENSES - ANY ONE PERSON	\$ 10,000
PERSONAL AND ADVERTISING INJURY	\$1,000,000
DAMAGES TO PREMISES RENTED TO YOU ANY ONE PREMISES	\$1,000,000
AGGREGATE LIMITS	
PRODUCTS-COMPLETED OPERATIONS	\$2,000,000
GENERAL AGGREGATE	\$2,000,000

**BUSINESS LIABILITY OPTIONAL
COVERAGES**

**UNMANNED AIRCRAFT LIABILITY
FORM: SS 42 06**

SPECTRUM POLICY DECLARATIONS (Continued)

POLICY NUMBER: 41 SBA JZ4267

Form Numbers of Forms and Endorsements that apply:

SS 00 01 03 14	SS 00 05 10 08	SS 00 07 07 05	SS 00 08 04 05
SS 00 60 09 15	SS 00 61 09 15	SS 01 02 09 16	SS 42 06 03 17
SS 40 23 03 00	SS 40 93 07 05	SS 41 12 12 07	SS 41 51 10 09
SS 41 63 06 11	IH 10 01 09 86	SS 05 47 09 15	SS 05 64 12 10
SS 50 57 04 05	SS 51 11 03 17	SS 50 19 01 15	IH 99 40 04 09
IH 99 41 04 09	SS 83 76 01 15	SS 89 93 07 16	

COMMON POLICY CONDITIONS

QUICK REFERENCE - SPECTRUM POLICY

DECLARATIONS and COMMON POLICY CONDITIONS

I. DECLARATIONS

Named Insured and Mailing Address

Policy Period

Description and Business Location

Coverages and Limits of Insurance

II. COMMON POLICY CONDITIONS

Beginning on Page

A. Cancellation	1
B. Changes	1
C. Concealment, Misrepresentation Or Fraud	2
D. Examination Of Your Books And Records	2
E. Inspections And Surveys	2
F. Insurance Under Two Or More Coverages	2
G. Liberalization	2
H. Other Insurance - Property Coverage	2
I. Premiums	2
J. Transfer Of Rights Of Recovery Against Others To Us	2
K. Transfer Of Your Rights And Duties Under This Policy	3
L. Premium Audit	3



COMMON POLICY CONDITIONS

All coverages of this policy are subject to the following conditions.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 5 days before the effective date of cancellation if any one of the following conditions exists at any building that is Covered Property in this policy:
 - (1) The building has been vacant or unoccupied 60 or more consecutive days. This does not apply to:
 - (a) Seasonal unoccupancy; or
 - (b) Buildings in the course of construction, renovation or addition.

Buildings with 65% or more of the rental units or floor area vacant or unoccupied are considered unoccupied under this provision.
 - (2) After damage by a Covered Cause of Loss, permanent repairs to the building:
 - (a) Have not started; and
 - (b) Have not been contracted for, within 30 days of initial payment of loss.
 - (3) The building has:
 - (a) An outstanding order to vacate;
 - (b) An outstanding demolition order; or
 - (c) Been declared unsafe by governmental authority.
 - (4) Fixed and salvageable items have been or are being removed from the building and are not being replaced. This does not apply to such removal that is necessary or incidental to any renovation or remodeling.

(5) Failure to:

- (a) Furnish necessary heat, water, sewer service or electricity for 30 consecutive days or more, except during a period of seasonal unoccupancy; or
 - (b) Pay property taxes that are owing and have been outstanding for more than one year following the date due, except that this provision will not apply where you are in a bona fide dispute with the taxing authority regarding payment of such taxes.
- b. 10 days before the effective date of cancellation if we cancel for nonpayment of premium.
 - c. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
 4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
 5. If this policy is canceled, we will send the first Named Insured any premium refund due. Such refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
 6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

COMMON POLICY CONDITIONS

C. Concealment, Misrepresentation Or Fraud

This policy is void in any case of fraud by you as it relates to this policy at any time. It is also void if you or any other insured, at any time, intentionally conceal or misrepresent a material fact concerning:

1. This policy;
2. The Covered Property;
3. Your interest in the Covered Property; or
4. A claim under this policy.

D. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to the policy at any time during the policy period and up to three years afterward.

E. Inspections And Surveys

1. We have the right but are not obligated to:
 - a. Make inspections and surveys at any time;
 - b. Give you reports on the conditions we find; and
 - c. Recommend changes.
2. Any inspections, surveys, reports or recommendations will relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of any person. We do not represent or warrant that conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.
3. This condition applies not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations on our behalf.

F. Insurance Under Two Or More Coverages

If two or more of this policy's coverages apply to the same loss or damage, we will not pay more than the actual amount of the loss or damage.

G. Liberalization

If we adopt any revision that would broaden the coverage under this policy without additional premium within 45 days prior to, or at any time during, the policy period, the broadened coverage will immediately apply to this policy.

H. Other Insurance - Property Coverage

If there is other insurance covering the same loss or damage, we will pay only for the amount of covered loss or damage in excess of the amount

due from that other insurance, whether you can collect on it or not. But we will not pay more than the applicable Limit of Insurance.

I. Premiums

1. The first Named Insured shown in the Declarations:
 - a. Is responsible for the payment of all premiums; and
 - b. Will be the payee for any return premiums we pay.
2. The premium shown in the Declarations was computed based on rates in effect at the time the policy was issued. If applicable, on each renewal, continuation or anniversary of the effective date of this policy, we will compute the premium in accordance with our rates and rules then in effect.
3. With our consent, you may continue this policy in force by paying a continuation premium for each successive one-year period. The premium must be:
 - a. Paid to us prior to the anniversary date; and
 - b. Determined in accordance with Paragraph 2. above.

Our forms then in effect will apply. If you do not pay the continuation premium, this policy will expire on the first anniversary date that we have not received the premium.

4. Changes in exposures or changes in your business operation, acquisition or use of locations that are not shown in the Declarations may occur during the policy period. If so, we may require an additional premium. That premium will be determined in accordance with our rates and rules then in effect.

J. Transfer Of Rights Of Recovery Against Others To Us

Applicable to Property Coverage:

If any person or organization to or for whom we make payment under this policy has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after loss to impair them. But you may waive your rights against another party in writing:

1. Prior to a loss to your Covered Property; or
2. After a loss to your Covered Property only if, at time of loss, that party is one of the following:

COMMON POLICY CONDITIONS

- a. Someone insured by this insurance;
- b. A business firm:
 - (1) Owned or controlled by you; or
 - (2) That owns or controls you; or
- c. Your tenant.

You may also accept the usual bills of lading or shipping receipts limiting the liability of carriers.

This will not restrict your insurance.

K. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual Named Insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is

appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

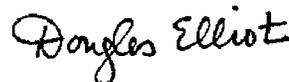
L. Premium Audit

- a. We will compute all premiums for this policy in accordance with our rules and rates.
- b. The premium amount shown in the Declarations is a deposit premium only. At the close of each audit period we will compute the earned premium for that period. Any additional premium found to be due as a result of the audit are due and payable on notice to the first Named Insured. If the deposit premium paid for the policy term is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must maintain all records related to the coverage provided by this policy and necessary to finalize the premium audit, and send us copies of the same upon our request.

Our President and Secretary have signed this policy. Where required by law, the Declarations page has also been countersigned by our duly authorized representative.



Lisa Levin, Secretary



Douglas Elliot, President



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MINNESOTA CHANGES

This endorsement modifies insurance provided under the following:

**COMMON POLICY CONDITIONS
STANDARD PROPERTY COVERAGE FORM
SPECIAL PROPERTY COVERAGE FORM
BUSINESS LIABILITY COVERAGE FORM**

- I. Provisions **A.**, through **F.** modify the **COMMON POLICY CONDITIONS**:
- A.** The **Cancellation Condition** is deleted and replaced by the following:
- The following provisions apply except when paragraph **B.** of this endorsement applies.
1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
 2. We may cancel this policy, subject to the provisions of **A.3.** below, by mailing by first class mail, or by delivering a written notice of cancellation to the first Named Insured and any agent, to their last mailing addresses known to us. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
 3. If this policy has been in effect for:
 - a. Fewer than 90 days and is a new policy, we may cancel for any reason by giving notice at least:
 - (1) 10 days before the effective date of cancellation, if we cancel for nonpayment of premium; or
 - (2) 30 days before the effective date of cancellation, if we cancel for any other reason.
 - b. 90 days or more, or if it is a renewal of a policy we issued, we may cancel only for one or more of the following reasons, or as permitted by applicable Minnesota law:
 - (1) Nonpayment of premium;
 - (2) Misrepresentation or fraud made by you or with your knowledge in obtaining the policy or in pursuing a claim under the policy;
 - (3) An act or omission by you that substantially increases or changes the risk insured;
 - (4) Refusal by you to eliminate known conditions that increase the potential for loss after notification by us that the condition must be removed;
 - (5) Substantial change in the risk assumed, except to the extent that we should reasonably have foreseen the change or contemplated the risk in writing the contract;
 - (6) Loss of reinsurance by us which provided coverage to us for a significant amount of the underlying risk insured. Any notice of cancellation pursuant to this item shall advise the policyholder that he or she has 10 days from the date of receipt of the notice to appeal the cancellation to the commissioner of commerce and that the commissioner will render a decision as to whether the cancellation is justified because of the loss of reinsurance within 5 business days after receipt of the appeal;
 - (7) A determination by the commissioner that the continuation of the policy could place us in violation of the Minnesota insurance laws; or

- (8) Nonpayment of dues to an association or organization, other than an insurance association or organization, where payment of dues is a prerequisite to obtaining or continuing such insurance. This provision for cancellation for failure to pay dues shall not be applicable to persons who are retired at 62 years of age or older or who are disabled according to social security standards.

Under this item **A.3.b.**, we will give notice at least:

- (1) 10 days before the effective date of cancellation, if we cancel for nonpayment of premium. The cancellation notice shall contain the information regarding the amount of premium due and the due date, and shall state the effect of nonpayment by the due date. Cancellation shall not be effective if payment of the amount due is made prior to the effective date of cancellation; or
- (2) 60 days before the effective date, if we cancel for a reason described in **3.b.(2)** through **(8)** above. The notice of cancellation will state the reason for cancellation.

4. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
5. Unless otherwise specifically required, proof of mailing of any notice shall be sufficient proof of notice.

B. Cancellation - Residential Property

1. When this policy covers buildings used for residential purposes (other than hotels or motels), and has been:
- a. In effect for at least 60 days; or
- b. Renewed by us;
- paragraph **A.6.** of the **Cancellation** Common Policy Condition does not apply, and the following is added to the **Cancellation** Common Policy Condition:
- We may not cancel this policy, except for:
- a. Nonpayment of premium;
- b. Misrepresentation or fraud made by you or with your knowledge:
- (1) In obtaining this policy; or

- (2) In connection with a claim under this policy;

- c. An act or omission by you that materially increases the risk we originally accepted; or
- d. A physical change in the Covered Property which:
- (1) Is not corrected or restored within a reasonable time after it occurs; and
- (2) Results in the property becoming uninsurable.

The notice of cancellation will contain the reason for cancellation.

2. When this policy covers buildings used for residential purposes (other than hotels or motels), and is a new policy which has been in effect fewer than 60 days, cancellation is subject to the terms of the Cancellation Common Policy Condition and is not subject to paragraph **A.** or paragraph **B.1.** of this endorsement.

C. The following is added:

Nonrenewal

If we decide not to renew this policy, we will mail, by first class mail, or deliver, written notice of nonrenewal to the first Named Insured and any agent, to their last mailing addresses known to us, at least 60 days before the expiration date.

We need not mail or deliver this notice if you have:

1. Insured elsewhere;
2. Accepted replacement coverage; or
3. Agreed not to renew this policy.

Unless otherwise specifically required, proof of mailing of any notice shall be sufficient proof of notice.

D. The **Concealment, Misrepresentation Or Fraud Condition is deleted and replaced by the following:**

1. With respect to loss or damage caused by fire, we will not provide coverage to an insured who has:
- a. Before a loss, willfully; or
- b. After a loss, willfully and with intent to defraud;
- concealed or misrepresented any material fact or circumstances concerning:
- (1) This policy;
- (2) The Covered Property;
- (3) That interest in the Covered Property; or
- (4) A claim under this policy.

2. With respect to loss or damage caused by a covered cause of loss other than fire, we will not pay for any loss or damage if any insured has:

- a. Before a loss, willfully; or
- b. After a loss, willfully and with intent to defraud;

concealed or misrepresented any material fact or circumstances concerning:

- (1) This policy;
- (2) The Covered Property;
- (3) That insured's interest in the Covered Property; or
- (4) A claim under this policy.

- E. The **Examination Of Your Books And Records** Condition is deleted and replaced by the following:

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to one year afterward.

- F. The **Transfer Of Rights Of Recovery Against Others To Us** Condition is deleted and replaced by the following:

1. If any person or organization to or for whom we make payment under this policy has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after loss to impair them. However, our rights do not apply against:

- a. An insured; or
- b. Any person or organization insured under another policy which was issued by us and responds to the same loss;

Provided the loss was not intentionally caused by such insureds.

2. You may waive your rights against another party in writing:

- a. Prior to a loss to your Covered Property.
- b. After a loss to your Covered Property only if, at the time of loss, that party is one of the following:

- (1) Someone insured by this insurance, unless the loss was caused intentionally by such insured;

- (2) A business firm:
 - (a) Owned or controlled by you; or
 - (b) That owns or controls you; or

- (3) Your tenant.

You may also accept the usual bills of lading or shipping receipts limited the liability of carriers.

This will not restrict your insurance.

Our rights do not apply against any person or organization insured under this or any other policy we issue with respect to the same loss.

- II. Provisions **G.** through **M.** of the **STANDARD** and **SPECIAL PROPERTY COVERAGE FORMS:**

- G.** The following is added to **Covered Causes Of Loss:**

We insure for all loss or damage caused by fire or any damage caused by lightning.

- H.** The following is added to Paragraph **1.** of the **Deductibles:**

The Deductible will not apply to total loss of a building.

- I.** **Duties In The Event Of Loss Or Damage** Condition is amended as follows:

- 1. The requirement to notify us can be satisfied by notifying our agent. Notice can be by any means of communication.

- 2. Paragraph **3.c.** is deleted.

- 3. Paragraphs **3.f.** and **g.** and deleted and replaced by the following:

- f. As often as we reasonably require:

- (a) Permit us to inspect the property. Also, permit us to take samples of damaged and undamaged property for inspection, testing and analysis;

- (b) Provide us with records and documents reasonably related to the loss, or certified copies if the originals are lost, and permit us to make copies.

- g. Send us, within 60 days after our request, a signed, sworn proof of loss containing the following information we require to investigate the claim:

- 1. A description of how and when the loss or damage occurred;

- 2. The value of the property, except in the case of a total loss of an insured building;

- 3. The interest of the insured and all others in the property; and

- 4. Other insurance which may cover the loss or damage.

We will supply you with the necessary forms.

- 4. The following is added:

- k. Send to us, within a reasonable time after our request, the following:

- (1) Changes in title or occupancy of the property during the term of the policy; and
 - (2) Specifications of damaged buildings and detailed repair estimates.
- h. After we inform an insured:
- (1) Of your right to counsel; and
 - (2) That an insured's answers may be used against the insured in later civil or criminal proceedings;

We may examine any insured under oath, while not in the presence of any other insured and at such times as may be reasonably required, about any matter relating to this insurance or the claim. In the event of an examination, an insured's answers must be signed.

J. Loss Payment Property Loss Condition is amended by the following:

1. The following is added and supersedes any provision to the contrary:

Replacement Cost - Business Personal Property

We will not pay more for loss or damage on a replacement cost basis than the least of:

- a. The Limit of Insurance applicable to the lost or damaged property;
- b. The applicable Special Limit of Insurance shown in **J.2.a.**, **J.2.b.**, **J.2.c.** and **J.2.d.** of this endorsement;
- c. The cost to replace, on the same premises, the lost or damaged property with other property of comparable material and quality and used for the same purpose; or
- d. The amount you actually spend that is necessary to repair or replace the lost or damaged property.

2. The following Special Limits of Insurance apply to any category of property listed below, unless higher Special Limits of Insurance, are shown in the Declarations. These Special Limits are part of, not in addition to, any

Limit of Insurance shown for any category listed below is the most we will pay for loss or damage to all property in that category in any one occurrence. The Special Limit of Insurance shown for any category listed below is the most we will pay for loss or damage to all property in that category in any one occurrence.

- a. \$1,000 on used or second-hand merchandise held in storage or for sale;
- b. \$1,000 on property of others;

- c. \$1,000 on household contents, except personal property in apartments or rooms furnished by you as landlord;
- d. \$5,000 on manuscripts, works of art, antiques or rare articles, including etchings, pictures, statuary, marbles, bronzes, porcelains and bric-a-brac.

With respect to the articles described in **J.2.a.**, **b.**, **c.**, and **d.**, above, in no event will we pay you less than we would have paid you if this endorsement were not attached to the policy.

3. Paragraph **g.** is deleted and replaced by the following:

g. Provided you have complied with all the terms of this policy, we will pay for covered loss or damage within 5 business days after:

- (1) We have received the proof of loss; and
- (2) We have reached an agreement with you; or in the event we use an independent claims adjuster, we have received the agreement and you have satisfied the conditions of the agreement, if any; or an appraisal award has been made.

4. The following paragraph is added:

We agree that, in the event of a total loss, the Limit of Insurance for a building which is Covered Property represents its value.

K. The following amends the Mortgageholders Property General Condition:

1. Paragraphs **a.** and **d.** are replaced by the following:

- a. The term "mortgageholder" includes trustees and contract for deed vendors.
- d. If we deny your claim because of your acts or because you have failed to comply with the terms of this policy, the mortgageholder will still have the right to receive loss payment if the mortgageholder:

1. Pays premium due under the policy at our request if you have failed to do so; or
2. Submits a signed, sworn proof of loss within 60 days after receiving notice from us of your failure to do so.

All of the terms of this policy will then apply directly to mortgageholder.

2. The following paragraph is added:

We will notify the mortgageholder of changes to this policy that result in a

substantial reduction of coverage to the mortgaged property.

- L. Ordinance Or Law** Exclusion in the **STANDARD PROPERTY COVERAGE FORM** is deleted and replaced by the following exclusion:

Ordinance Or Law

The enforcement of any ordinance or law:

- (1) Regulating the construction, use or repair of any property; or
- (2) Requiring the tearing down of any property, including the cost of removing its debris.

This exclusion, Ordinance or Law, applies whether the loss results from:

- (1) An ordinance or law that is enforced even if the property has not been damaged; or
- (2) The increased costs incurred to comply with an ordinance or law in the course of construction, repair, renovation, remodeling or demolition of property, or removal of its debris, following a physical loss to that property.

But if loss or damage is solely a result of one or more Covered Causes of Loss, we will pay for your compliance with such ordinance or law, subject to all other provisions of this policy, including those listed below, as follows:

- a. In the event of a partial loss, if the building is insured on a replacement cost basis, we will pay for your compliance but only with respect to the damaged portion of the building.
- b. In the event of a constructive total loss, we will pay for your compliance with respect to the entire building.
- c. We will not pay under this provision for the costs associated with the enforcement of any ordinance or law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of "pollutants."
- d. Any valuation provision (including Replacement Cost) or loss payment condition which excludes the increased cost attributable to an ordinance or law is hereby revised to include such cost to the extent that coverage is provided above in this item, **L.** but in no event will we pay more than the applicable Limit of Insurance.

- M. Increased Cost of Construction**, of the **Additional Coverages** is amended as follows:

1. Paragraph **n.(8)** is deleted and replaced by the following:
 - (8) This additional coverage is not subject to the terms of the Ordinance or Law

Exclusion, to the extent that such Exclusion would conflict with the provisions of this Additional Coverage. The coverage afforded under this Additional Coverage does not reduce coverage provided under exceptions to the Ordinance Or Law Exclusion as presented in this endorsement.

2. Paragraph **n.(9)** does not apply.

- III. Provision N. through R. modify the BUSINESS LIABILITY COVERAGE FORM:**

- N. Coverage Extension - Supplementary Payments** is deleted and replaced by the following:

- (1) We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:
 - (a) All expenses we incur.
 - (b) Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
 - (c) The cost of bonds to release attachments, but only for bond amounts within the applicable Limit of Insurance. We do not have to furnish these bonds.
 - (d) All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
 - (e) All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
 - (f) Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable Limit of Insurance, we will not pay any prejudgment interest based on that period of time after the offer.
 - (g) All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable Limit of Insurance.

These payments will not reduce the limits of insurance.

- (2) If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that

indemnitee if all of the following conditions are met:

- (a) The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
- (b) This insurance applies to such liability assumed by the insured;
- (c) The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
- (d) The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
- (e) The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- (f) The indemnitee:
 - (i) Agrees in writing to:
 - i. Cooperate with us in the investigation, settlement or defense of the "suit";
 - ii. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - iii. Notify any other insurer whose coverage is available to the indemnitee; and
 - iv. Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (ii) Provides us with written authorization to:
 - i. Obtain records and other information related to the "suit"; and
 - ii. Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as

Supplementary Payments. Our obligation to defend an insured's indemnitee and to pay for attorneys fees and necessary litigation expenses as Supplementary Payments ends when:

- a. We have used up the applicable Limit of Insurance in the payment of judgments or settlements; or
 - b. The conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.
- O. The following is added to the Duties In The Event Of Loss Or Damage Condition**
- The requirement to notify us can be satisfied by notifying our agent. Notice can be by any means of communication.
- P. Paragraph A.3.e.(6) of the BUSINESS Liability Coverage Form is replaced by the following:**
- Prejudgment Interest awarded against you on that part of the judgment we pay.
- Q. Transfer Of Rights Of Recovery Against Others To Us** in Section E.8. is deleted and replaced by the following:
- If the insured has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.
- Our rights do not apply against any person or organization insured under this or any other policy we issue with respect to the same "occurrence", provided the "occurrence" was not intentionally caused by such insureds.
- R. Contractual Liability Exclusion**, in Paragraph B.1.b is deleted and replaced by the following:
- "Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:
- (1) That the insured would have in the absence of the contract or agreement; or
 - (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement.
- S. Bankruptcy Condition**, in Paragraph E.1. is deleted and replace by the following:
- Bankruptcy, insolvency or dissolution of the insured or of the insured's estate will not relieve us of our obligations under this policy and in

case an execution against the insured on a final judgment is returned unsatisfied, then such judgment creditor shall have a right of action on this policy against the company to the same extent that the insured would have, had the insured paid the final judgment.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UNMANNED AIRCRAFT - LIABILITY ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

SCHEDULE

<input type="checkbox"/>	Option 1: If an "X" is shown in this box, Bodily Injury and Property Damage coverage for Unmanned Aircraft applies and the Unmanned Aircraft Exclusion in Paragraph A.1.g.(1) of this endorsement does not apply.
<input type="checkbox"/>	Option 2: If an "X" is shown in this box, Personal And Advertising Injury coverage for Unmanned Aircraft applies and the Unmanned Aircraft - Personal And Advertising Injury Exclusion in Paragraph A.2. of this endorsement does not apply.

Except as otherwise stated in this endorsement or the schedule above, the terms and conditions of the policy apply to the insurance stated below.

A. The following changes are made to Section **B.1.**, **EXCLUSIONS:**

- Paragraph **g.**, **Aircraft, Auto or Watercraft**, is deleted and replaced with the following:

g. Aircraft, Auto or Watercraft

(1) Unmanned Aircraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and "loading or unloading".

This Paragraph **g.(1)** applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

(2) Aircraft (Other Than Unmanned Aircraft), Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft (other than "unmanned aircraft), "auto" or watercraft

owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This Paragraph **g.(2)** applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft (other than "unmanned aircraft), "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

Paragraph **g. (2)** does not apply to:

- (a)** A watercraft while ashore on premises you own or rent;
- (b)** A watercraft you do not own that is:
 - (i)** Less than 51 feet long; and
 - (ii)** Not being used to carry persons for a charge;
- (c)** Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (d)** Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;

- (e) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in Section G Liability and Medical Expenses Definitions, Paragraph 15 f. (2) or f. (3) of the definition of "mobile equipment"; or
- (f) An aircraft (other than unmanned aircraft) that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

2. The following is added to Section **B. EXCLUSIONS** Paragraph p., **Personal and Advertising Injury**:

Unmanned Aircraft - Personal and Advertising Injury

Arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the offense which caused the "personal and advertising injury" involved the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

However, this exclusion does not apply if the only allegation in the claim or "suit" involves an intellectual property right which is limited to:

- (a) Infringement, in your "advertisement", of:
 - (i) Copyright;
 - (ii) Slogan; or
 - (iii) Title of any literary or artistic work; or
- (b) Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement".

B. The following changes apply to Section G. LIABILITY AND MEDICAL EXPENSES DEFINITIONS:

- 1. The following definition is added:
 - "Unmanned aircraft" means an aircraft that is not:
 - a. Designed;
 - b. Manufactured; or
 - c. Modified after manufacture
- to be controlled directly by a person from within or on the aircraft.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - UNMANNED AIRCRAFT (PROPERTY)

This endorsement modifies insurance provided under the following:

SPECIAL PROPERTY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the policy apply to the insurance stated below.

A. COVERAGE

Paragraph **A.2., Property Not Covered**, Subparagraph **a.** is deleted and replaced with the following:

- a.** Aircraft (including "unmanned aircraft"), automobiles, motor trucks and other vehicles subject to motor vehicle registration.

C. DEFINITIONS

The following changes are made to Section **G., PROPERTY DEFINITIONS**:

1. The following definition is added:

"Unmanned aircraft" means an aircraft that is not:

- a.** Designed;
- b.** Manufactured; or
- c.** Modified after manufacture

to be controlled directly by a person from within or on the aircraft and which is owned by you or owned by others but in your care, custody, or control.

"Unmanned aircraft" includes equipment designed for and used exclusively with the "unmanned aircraft", provided such equipment is essential for operation of the "unmanned aircraft" or for executing "unmanned aircraft operations".

2. The following definition is added:

"Unmanned aircraft operations" means your business activities in support of the specific operations listed in the Description of Business section of the Declarations.



Named Insured: THE MINNESOTA ALLIANCE ON CRIME

Policy Number: 41 SBA JZ4267

Effective Date: 05/07/17

Expiration Date: 05/07/18

Company Name: SENTINEL INSURANCE COMPANY, LIMITED

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TRADE OR ECONOMIC SANCTIONS ENDORSEMENT

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance, including, but not limited to, the payment of claims.

All other terms and conditions remain unchanged.



Fundamentals in Victim Services Training Draft Agenda

Day One

<i>7:30—8:00 am</i>	Registration
<i>8:00—8:15 am</i>	Welcome and Housekeeping
<i>8:15—8:45 am</i>	Survivor Story
<i>8:45 —9:45 am</i>	Bias, Privilege and Oppression I—Experiential Exercises
<i>9:45—10:00 am</i>	Break
<i>10:00—11:30 am</i>	Bias, Privilege and Oppression II—Group Discussion
<i>11:30—12:30 pm</i>	Lunch
<i>12:30—2:30 pm</i>	Basics of Advocacy I History of Crime Victim Rights/Services <ul style="list-style-type: none">• What Is Advocacy? Why Is It Important?• Roles of the Advocate—System vs. Community• Experiential Exercise(s)
<i>2:30—2:45 pm</i>	Break
<i>2:45—4:30 pm</i>	Basics of Advocacy II Empathy/Compassion and Active Listening <ul style="list-style-type: none">• Victim’s Right to Self-Determination• Experiential Exercise(s)
<i>4:30—4:45pm</i>	Debrief and Day One Evaluation

Day Two

8:00—8:15 am

Welcome and Housekeeping

8:15—10:00 am

Advocate Ethics and Conduct

- Scope of Services
- Coordinating Within the Community
- Direct Victim Services
- Privacy, Confidentiality and Data Security
- Experiential Exercise(s)

10:00—10:15 am

Break

10:30—Noon

Systems Advocacy

- Changing Systems to Be More Responsive to Victims
- Advocating for Victim with Prosecution
- Navigating and Challenging Complex Systems
- Experiential Exercise(s)

11:30 am—12:30 pm

Lunch

12:30—2:00 pm

Victims' Rights

- Overview
- How Are Victims Being Made Aware of Their Rights?
- How Victims' Rights Play Out in Different Jurisdictions
- Experiential Exercise(s)

2:00—2:15 pm

Break

2:15—4:00 pm

Basics of Advocacy III

- Effective Community Relationship Building
- Safety Planning
- Self-Care and Secondary Trauma
- Experiential Exercises(s)

4:00—4:30 pm

Closing

- Moving Forward After Training
- MAC Resources
- Evaluation

May 15, 2017

Dear _____ :

Greetings from the Minnesota Alliance on Crime! Today I invite you to become a part of MAC's growing network of more than 50 member programs throughout Minnesota. MAC's mission is to connect systems, service providers, and victims to advance the response for victims of all crimes on Minnesota. Not only do I believe that [ORGANIZATION] will benefit from becoming a MAC member, but MAC will also become a stronger organization because of your involvement.

MAC strives to support the best practice-informed services that our member programs are providing through training and technical assistance, networking opportunities, information and resource materials, and public policy and legislature work. Our members directly inform MAC's priority initiatives throughout the year.

Public Policy and Legislation:

- MAC members help shape the statewide legislative and policy agenda and participate in emerging issues discussions, needs assessments, surveys, and committee work. This membership participation guides MAC in all of its public policy work, including statewide prevention and training efforts, resource development, and development of effective communication on the issues that are most important to crime victims across Minnesota.
- MAC provides member programs with resources to educate decision-makers about the importance of community efforts to end violence and the need to continue to fund the programs that make these community efforts possible.
- MAC tracks state and federal legislative activity that will affect programs providing services to crime victims.

Training and Technical Assistance:

- Attend MAC trainings and receive travel and meal reimbursement when applicable.
- Take part in in the MAC Annual Capacity Building Training for members.
- Participate in free webinar trainings.
- Access to MAC staff when you need technical assistance, media relations support, research, or resources.

Information and Resource Materials:

- Receive the monthly MAC newsletter that contains news, resources, and funding opportunities.
- Utilize the MAC website for information about trainings and events, brochures, articles, and other resources.
- Have access to the “members only” section of MAC’s website, which features archived webinars and technical assistance resources not available to the general public.
- Share information and resources with colleagues at networking meetings and other MAC events.

Networking Opportunities:

- Shape the priorities and activities of MAC at the Annual Membership Meeting.
- Join networks and committees such as the Training Development Workgroup, the Legislative and Public Policy Committee, the Board Development Committee, the Outreach and Engagement Committee, and the Victim/Survivor Advisory Council.
- Participate in e-mail discussion lists with colleagues from across the state, including up-to-the-minute news and resources.

Please take a moment to read the MAC brochure and membership application for more information on our coalition and how easy it is to become a member program. Commit today to joining with us to ensure crime victim services in Minnesota that provides an example of innovation and best practices for the nation to follow. Any organization may request a partial or full fee waiver if funding prohibits them from paying the membership fee.

If you have any questions or would like to discuss MAC membership further, feel free to call me at (612) 940-8090 ext. 101 or email me at bobbi@mnallianceoncrime.org at any time. I look forward to speaking with you about how MAC can support the work of [PROGRAM].

In Peace!



Fiscal Year 2018 Membership Information & Application

155 South Wabasha Street, Suite 105 | St. Paul, MN 55107

612 940 8090 | www.mnallianceoncrime.org



Mission

The mission of the Minnesota Alliance on Crime (MAC) is to connect systems, service providers, and victim to advance the response for victims of all crime.

Core Values

1. We oppose the use of all forms of violence and affirm the basic human right of every person to live without fear or the threat of violence throughout the course of one's life.
2. We seek to ensure a criminal justice system that is fair and accessible to crime victims, and meaningful rights for crime victims are routinely honored.
3. We stand in solidarity with efforts around the world to end all forms of discrimination, exploitation and violence.
4. We recognize that forms of oppression based on race, gender, class, ethnicity, nationality, disability, age, religion and sexual orientation create a climate of supremacy and ownership that facilitates the use of on-going violence.
5. We believe in the strength of diversity, embrace the differences among ourselves and within our communities, and promote the development of leadership in all communities.
6. We undertake prevention efforts to confront and change cultural norms and practices that facilitate violence.
7. We promote and encourage the leadership of victim/survivors in guiding our advocacy, policy, and training efforts.
8. We affirm the power of collective and collaborative efforts to advocate with social systems and institutions in order to end violence.
9. We encourage reflection about our work and thoughtful evaluation of our efforts. We are committed to the ongoing development of innovative strategies and programs to better meet the diverse and emerging needs of crime victims.
10. We commit to create a work environment for staff and volunteers that respects diversity, fosters professional growth, encourages critical thinking and initiative, and promotes diligent and effective advocacy efforts.



FY18 Membership Application Form July 1, 2017 - June 30, 2018

Date of Application:		Is this a renewal application? ____ Yes ____ No	
Organization Name:			
Contact Person:			
Contact E-mail:			
Mailing Address:			
City:	State:	Zip:	
Business Phone:	Ext:		
Business Fax:			
Name and email addresses of all staff to be added to the MAC Members Listserv: (If renewing membership, only indicate any changes. Please use separate document, if needed.)			
Name:		Email:	

Type of membership requesting:

Two different types of membership are available to organizations. All members benefit from participation in MAC sponsored events, training, and resource dissemination; voting members have additional opportunities to participate in the work of MAC.

Please check either "Voting Member Organization" or "Supportive Non-Voting Organization."

- Voting Member Organization:** Organization that **provides direct services to crime victims**. Voting members vote on new board members and changes to MAC by-laws:

(All boxes must be checked and voting delegate name must be filled in order to be a voting member)

- Incorporated as a Minnesota non-profit organization or tribal organization; or are a Victim/Witness Program located within a prosecutorial office; or are a law enforcement entity.
- Organization provides criminal justice assistance, advocacy, safety planning, and referrals.
- Payment for FY18 membership dues is included with this form.
- Organization supports and promotes the mission statement and core values of MAC.
- Support and attend MAC's Annual Meeting in September 2018.

Each voting member organization shall appoint one (1) individual to serve as their voting delegate and one (1) individual to serve as their voting alternate at meetings of the membership. These individuals will serve as delegates and alternates until successors are appointed. Replacement delegates and alternates may be appointed by member organizations by providing written notice to MAC before scheduled meetings.

Voting Delegate Name: _____

Voting Alternate Name: _____

- Supportive Non-Voting Organization:** Nonprofit; health and education; tribal, state, and local government; and other organizations that **do not provide direct services to crime victims**; and actively promote the mission statement and core values of MAC may join as supportive non-voting members.
- Supportive Non-Voting Individual:** Individual, student, or victim/survivor that actively promotes the mission statement and core values of MAC may join as a supportive non-voting member.

Authorized Signature: _____ Date: _____

Your membership dues are based on your organization's current annual operating budget. Please refer to the following chart to determine your dues and write the corresponding dues amount in the space below.

MAC Annual Membership Dues Schedule

If joining after August 1, 2017, FY18 dues will be prorated.

(For programs that are a sub-group of a larger government agency or non-profit corporation, dues are based on the operating budget of the victim services program only.)

If your annual operating budget is: Your annual membership dues are:

\$0 - \$60,000	\$125.00
\$60,001 - \$100,000	\$150.00
\$100,001 - \$500,000	\$250.00
\$500,001 - \$1,000,000	\$350.00
\$1,000,001 and over	\$450.00
Supportive Non-Voting Organization (does not provide direct services)	\$100.00
Supportive Non-Voting Individual	\$50.00
Supportive Non-Voting Student	\$25.00
Supportive Non-Voting Victim/Survivor	FREE

Operating budget for current fiscal year: \$ _____

Membership amount due: \$ _____

Are you using funds from an OJP grant award to pay for any portion of your membership dues? YES NO

If you answered yes, what percentage of your dues is made up of OJP grant funds? _____

Checklist and Membership Agreement *(Please check each box)*

We have reviewed the following:

- MAC Mission Statement and Core Values
- Membership Benefits

We have included the following with our application:

- Organizational Mission Statement
- A check for \$ _____

(Please return pages 2-5 of completed membership application along with your payment)

Payment due by July 31, 2017

Mail to: Minnesota Alliance on Crime
Attn: Julia Tindell
155 South Wabasha Street, #105
St. Paul, MN 55107

Member Program Name: _____

«F_Name» «L_Name»
«Program_Name»
«Address»
«CityState» «Zip_Code»

May 15, 2017

Dear «F_Name» :

As we begin to close out FY17 and plan for FY18, the Minnesota Alliance on Crime (MAC) has much to celebrate! MAC has experienced incredible growth in several areas that has led to increased capacity to provide services and support to our member programs. As a membership coalition, MAC is only as strong as the sum of its parts; supporting and strengthening the work of our member programs is critical to the success of MAC as an organization. I very much hope that «Program_Name» will renew its MAC membership for FY18.

Here are some of the highlights from FY17:

- MAC has increased our staff to 2.5 FTE;
- MAC has a strategic plan in place to guide our work;
- MAC has increased access to quality trainings and technical assistance; and
- MAC has increased our presence at the Minnesota Legislature.

As a MAC member, your support and input has been critical to helping MAC grow and become more responsive to the needs of our members and crime victims throughout Minnesota. Here are some of the opportunities for you to continue to be involved and benefit from MAC membership:

Public Policy and Legislation:

- MAC members help shape the statewide legislative and policy agenda and participate in emerging issues discussions, needs assessments, surveys, and committee work. This membership participation guides MAC in all of its public policy work, including statewide prevention and training efforts, resource development, and development of effective communication on the issues that are most important to crime victims across Minnesota.
- MAC provides member programs with resources to educate decision-makers about the importance of community efforts to end violence and the need to continue to fund the programs that make these community efforts possible.
- MAC tracks state and federal legislative activity that will affect programs providing services to crime victims.

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- Attend MAC trainings and receive travel and meal reimbursement when applicable.
- Take part in in the MAC Annual Capacity Building Training for members.
- Participate in free webinar trainings.
- Access to MAC staff when you need technical assistance, media relations support, research, or resources.

Information and Resource Materials:

- Receive the monthly MAC newsletter, containing news, resources, and funding opportunities.
- Utilize MAC website for information about trainings and events, brochures, articles, and other resources.
- Have access to the “members only” section of MAC’s website, which features archived webinars and technical assistance resources not available to the general public.
- Share information and resources with your colleagues at networking meetings and other MAC events.

Networking Opportunities:

- Shape the priorities and activities of MAC at the Annual Membership Meeting.
- Join networks and committees such as the Training Development Workgroup, the Legislative and Public Policy Committee, the Board Development Committee, the Outreach and Engagement Committee, and the Victim/Survivor Advisory Council.
- Participate in e-mail discussion lists with colleagues from across the state, including up-to-the-minute news and resources.

I thank you in advance for your continued support of MAC through renewing your membership for FY18. **All membership renewals are due by July 1, 2017.**

If you have any questions or concerns regarding your membership dues, please contact me at any time at bobbi@mnallianceoncrime.org or (612) 840-8090 ext. 101. We will continue to work to increase the benefits of MAC membership and always value your input.

In Peace!

Bobbi Holtberg
Executive Director

Fiscal Year 2018 Annual Plan

MAC FY18-22 Strategic Plan

In February of 2017, Aurora Consulting facilitated an annual planning retreat for MAC staff. The retreat resulted in an annual plan for FY 2018. The staff considered the goals (numbered) and strategies (lettered), included below, from their strategic plan. For each set of goals and strategies, the staff discussed:

1. The current reality of the set.
2. What success would look like in 2-5 years if that goal and strategies were accomplished.
3. The accomplishments they would like to have in the first year of the plan.

Afterwards, the staff created an annual plan organized by quarters and determined the time frame for each accomplishment. This work is included on the last page.

Staff also started 90-day plans for each of the accomplishments in the first quarter (not included here).

I. MANIFEST OUR MISSION

Strategies

- A. Strengthen relationships in order to benefit victims, MAC members, and criminal justice systems.
- B. Increase the capacity and resources of MAC to advance the response for victims of all crime.
- C. Strengthen MAC's organizational leadership with the expectation that the Board of Directors will uphold best practices for governance and oversight.

Current Reality

- We've worked on strengthening relationships with sister coalitions and OJP.
- Strengthened board leadership and membership relationships.
- Greatly increased capacity and resources, but its state only funding and its catch-up.
- Still some disconnect on the board about their role and tasks.

Success Indicators

- More diverse types of members.
- More types of orgs/groups invite MAC to participate.
- Diverse funding sources and more funding.
- Invested board with clear purpose, strong leadership, strong pool of candidates, and reflective of strategic plan.
- More FT staff. 1-ED, 1-Training, 1-Admin, 1-Public Policy.
- Stronger name recognition with key potential members and allies.

First Year Accomplishments (June 2018)

- Strong slate of board candidates. With vetting process and board calendar.
- Private foundation grant.
- Staff create connection with other potential partners.
- 100% giving by the board.
- Add law enforcement and/or culturally specific group to members. Identify shared values/mission.
- Julia goes to 1.0 FTE from 0.5.

2. DEVELOP AND INCREASE MEMBERSHIP

Strategies

- A. Develop and diversify membership in order to fully meet the needs of all crime victims in Minnesota.
- B. Inform MAC's mission and work by elevating diverse victim and survivor voices.
- C. Engage members to increase their knowledge, skills, expertise and resources.

Current Reality

- Membership not diverse, mostly systems based programs.
- No way for victims to connect with us easily. No outreach.
- MAC working to be more connected to needs of different members.
- Existing members starting to embrace technical assistance. Building Trust.
- Money exists to spend on training.
- Dedicated staff for training and engagement.

Success Indicators

- Strong attendance at annual meeting and trainings.
- Victim/survivor advisory council with good engagement.
- Board helps develop membership. Leverage existing relationships, articulate benefits.
- Membership participation in board sub-committees.
- Increased technical assistance requests.
- MAC staff and board involved in other potential partners.

First Year Accomplishments (June 2018)

- Strong well-planned annual meeting. Informed by this process.
- Board role discussed in increasing membership. Plan exists for supporting.
- Six times a year online or in-person training. Strong evaluation of it.
- Research best practices for engaging victim/survivors. Identify purpose/need/partners for MAC.
- Needs assessment survey for members.
- Annual report for members.

3. DEVELOP AND SUSTAIN CORE PROGRAMS

Strategies

- A. Enhance the ability of members to connect with each other and also to inform MAC's priorities.
- B. Provide high quality trainings, technical assistance, and resources.
- C. Develop and inform legislative and public policy solutions to advance the response for victims of all crime.

Current Reality

- Have active legislative and advisory board committees, but they are not diverse. All prosecutorial.
- We are actively monitoring and vetting legislation.
- No established relationships with individual legislators.
- No evaluation system for trainings.
- No intentional opportunities for member networking.
- Members limited opportunities to inform MAC priorities (only member survey and annual event).

Success Indicators

- Understand our role in public policy and legislative.
- Developed relationships with legislators. Have a champion.
- Evaluation report and system.
- Regional member meetings.
- Getting Marsy's bill on the ballot.
- Diverse and active year round legislative committee.

First Year Accomplishments (June 2018)

- Two regional member meetings.
- In person contact with 100 legislators. Tell them who we are.
- Identify 3-5 legislators who can be more engaged.
- Plan for foundational support of Marsy's law. Who else can help?
- Connect with county attorney's association about public policy.
- Have a 2018 legislative agenda.

4. ENGAGE STAKEHOLDERS

Strategies

- A. Grow MAC's organizational capacity by pursuing relationships with potential supporters.
- B. Create opportunities to increase public awareness of the unique needs of general crime victims/survivors.
- C. Work with allied crime victim coalitions and service providers to advance the field for all victims and survivors.

Current Reality

- OJP only funder.
- No volunteer program. But start of a good intern program.
- Very few individual donors. (<10).
- Public awareness of certain crime types not high. No services for victims of certain kinds.
- Public not aware of rights they have or don't have.
- Good working relationships with other victim coalitions and other state associations.
- Some resources are available to begin to increase public awareness.
- Current stakeholders are mainstream systems-based.

Success Indicators

- Local/statewide public awareness campaign for Marsy's bill.
- Greater individual donor base.
- Established volunteer and intern opportunities.
- Established relationships with more diverse pool of stakeholders (culturally specific, underserved communities).
- Joint public policy work with others on Marsy's bill.
- Newly funded counties become members.

First Year Accomplishments (June 2018)

- Development plan for donors and funders. Be strategic.
- Create case for Marsy's law. A communication piece.
- Outreach to newly funded counties regarding technical assistance.
- Explore options for public awareness campaign.
- Host crime victim rights week event. Opportunity to engage stakeholders.
- Full-time intern year round. (Define why, then how).

Q1 July 2017 Q2 Oct 2017 Q3 Jan 2018 Q4 April 2018

MANIFEST OUR MISSION

Strong slate of board candiates. With vetting process and board calendar.				
Staff create connection with other potential partners.				
Add law enforcement and/or culturally specific group to members. Identify shared values/mission.				
Julia goes to 1.0 FTE from 0.5				
100% giving by the board.				
Private foundation grant.				

DEVELOP AND INCREASE MEMBERSHIP

Strong well-planned annual meeting. Informed by this process.				
Board role discussed in increasing membership. Plan exists for supporting.				
Six times a year online or in-person training. Strong evaluation of it.				
Needs assessment survey for members.				
Annual report for members.				
Research best practices for engaging victim/survivors. Identify purpose/need/partners for MAC.				

DEVELOP AND SUSTAIN CORE PROGAMS

Two regional member meetings.				
In person contact with 100 legislators. Tell them who we are.				
Identify 3-5 legislators who can be more engaged.				
Have a 2018 legislative agenda.				
Connect with county attorney's association about public policy.				
Plan for foundational support of Marsy's law. Who else can help?				

ENGAGE STAKEHOLDERS

Create case for Marsy's law. A communication piece.				
Full-time intern year round. (Define why, then how).				
Outreach to newly funded counties regarding technical assistance.				
Host crime victim rights week event. Opportunity to engage stakeholders.				
Development plan for donors and funders. Be strategic.				
Explore options for public awareness campaign.				

STATED BYLAWS
OF THE
MINNESOTA ALLIANCE ON CRIME

ARTICLE I
Registered Office

The registered office of the Minnesota Alliance on Crime, at which the general business of the Minnesota Alliance on Crime shall be transacted and where the records of the Minnesota Alliance on Crime shall be kept, shall be at such a place in the State of Minnesota as shall be fixed from time to time by the Board of Directors.

ARTICLE II
Membership

SECTION 2.1 Membership. Individuals or agencies desiring membership status shall complete and submit an annual membership application with dues assigned and established periodically by the Board of Directors. If meeting the financial obligation of membership presents a hardship for an individual or organization, the individual or organization may submit a proposal to the Executive Committee for special consideration. Proposals for special consideration will be reviewed for acceptance on a case-by-case basis.

SECTION 2.2 Voting Member Organization.(a) An organization may become a Voting Member Organization of the Minnesota Alliance on Crime by meeting the following requirements:

1. The organization must be incorporated as a Minnesota non-profit organization or tribal organization; or a Victim/Witness Program located within a prosecutorial or law enforcement office;
2. The organization must, as a primary function, provide direct services to crime victims;
3. The organization must provide either criminal justice assistance, victim advocacy, victim safety planning, and/or victim services' referrals;
4. The organization supports and promotes the mission statement and core values of the Minnesota Alliance on Crime; and,
5. The organization has completed its annual membership application and paid its annual membership dues in full.

(b) If the organization meets each of the requirements listed in paragraph (a), the organization shall be a Voting Member Organization of the Minnesota Alliance on Crime.

(c) Each Voting Member Organization shall appoint one (1) individual to serve as their voting delegate and one (1) individual to serve as their voting alternate at meetings of the membership of the Minnesota Alliance on Crime. These individuals will serve as delegates and alternates until successors are appointed. Replacement delegates and alternates may be appointed by Voting Member Organizations by providing written notice to the Minnesota Alliance on Crime before scheduled meetings of the members of the Minnesota Alliance on Crime.

(d) Each Voting Member Organization shall exercise the privilege of one (1) vote at all meetings of the members of the Minnesota Alliance on Crime.

SECTION 2.3 Non-Voting Member Organization. (a) An organization may become a Non-Voting Member Organization of the Minnesota Alliance on Crime if:

1. The organization promotes the mission statement and core values of the Minnesota Alliance on Crime; and,
2. The organization:
 - A. Is a non-profit organization working in the areas of health and education; or,
 - B. Is a local, state, or tribal government; or,
 - C. Does not provide direct services to crime victims; and,
3. The organization has completed its annual membership application and paid its annual membership dues in full.

(b) If the organization meets each of the requirements listed in paragraph (a), the organization shall be a Non-Voting Member Organization of the Minnesota Alliance on Crime.

(c) A Non-Voting Member Organization does not have the privilege to vote at meetings of the members of the Minnesota Alliance on Crime.

SECTION 2.4 Non-Voting Member Individual. (a) An individual may become a Non-Voting Member Individual of the Minnesota Alliance on Crime if:

1. The individual promotes the mission statement and core values of the Minnesota Alliance on Crime; and,
2. The individual has completed the individual's annual membership application and paid the individual's annual membership dues in full.

(b) If the individual meets each of the requirements listed in paragraph (a), the individual shall be a Non-Voting Member Individual of the Minnesota Alliance on Crime.

(c) A Non-Voting Member Individual does not have the privilege to vote at meetings of the members of the Minnesota Alliance on Crime.

SECTION 2.5 Interest in Property. The members of the Minnesota Alliance on Crime shall not have any right, title, or interest in the real or personal property of the Minnesota Alliance on Crime.

SECTION 2.6 Resignation. Any member may resign membership at any time by giving written notice of the resignation of membership to the Board of Directors. Such resignation shall take effect at the beginning of the next Board of Directors meeting.

SECTION 2.7 Termination. Any membership may be terminated by a two-thirds majority vote of the Board of Directors.

ARTICLE III
Meetings of the Members

SECTION 3.1 Notice. Written notice of the time and place for each meeting of the members of the Minnesota Alliance on Crime shall be emailed or mailed, postage prepaid, to each member of the Minnesota Alliance on Crime at his or her last known email address ___or physical address not less than five nor more than sixty days before the meeting. Any member may waive notice of a meeting before, at, or after the meeting, orally, in writing, or by attendance. Attendance at a meeting is deemed a waiver unless the member ~~objects: (1)-~~ at the beginning of the meeting to the transaction of business because the meeting is not lawfully called or convened; or (2) before a vote on an item of business because the item may not lawfully be considered at that meeting and the member did not participate in the consideration of the item at that meeting.

SECTION 3.2 Members List for Meeting. The Minnesota Alliance on Crime Member List for Meeting shall consist of all member s of the Minnesota Alliance on Crime as of the date of the meeting.

SECTION 3.3 Voting. At all meetings of the members of the Minnesota Alliance on Crime, each Voting Member Organization shall be entitled to cast one (1) vote on any questions coming before the meeting. The presence of one-third of the Voting Member Organizations shall constitute a quorum at any meeting thereof. The Voting Member Organizations present and entitled to vote at any meeting, although less than a quorum, may adjourn the meeting. A majority vote of the Voting Member Organizations present and entitled to vote at any meeting at which a quorum is present shall be sufficient to transact business. When any meeting of the members is adjourned to another time and place, notice of the adjourned meeting need not be given other than by announcement at the meeting at which adjournment is taken.

SECTION 3.4 Annual Meeting. The Annual Meeting of the members of the Minnesota Alliance on Crime shall be held in the month of September at such time and location as may be designated by the Board of Directors. The Annual Meeting shall serve the following purposes: nominating and recruiting board members; presenting reports on the activities and financial condition of the Minnesota Alliance on Crime; and, transacting of such other business as may properly come before the Annual Meeting.

ARTICLE IV
Directors

SECTION 4.1 Number. The Board of Directors of the Minnesota Alliance on Crime shall consist of five (5) to fifteen (15) directors.

SECTION 4.2 Terms. Directors of the Minnesota Alliance on Crime shall be elected to serve a term of three years. The start date of each term for each director shall be determined by the Board of Directors and recorded by the Executive Director of the Minnesota Alliance on Crime. The directors shall be divided into three classes, approximately equal in number, so that the terms of office of approximately one-third of the directors shall expire each year. Each director shall hold office for the term for which the director was elected and until the end of the meeting at which the director's successor has been elected, or until the director's death, resignation, or removal. If ratified by the Minnesota Alliance on Crime membership, each director may serve up to a maximum of two consecutive board terms. Directors of the Minnesota Alliance on Crime shall serve without financial compensation.

SECTION 4.3 Ad Hoc Director. As the Board of Directors may find it appropriate from time to time, the Board of Directors may appoint a maximum of three Ad Hoc Directors by majority vote to fill any vacancy on the Board of Directors. Ad Hoc Directors may serve a maximum of one year as an Ad Hoc Director on the Board of Directors. If ratified by the Minnesota Alliance on Crime membership, each Ad Hoc Director may become a full director of the Minnesota Alliance on Crime. The start date of each term for each Ad Hoc Director ratified to become a full director shall be determined by the Board of Directors and recorded by the Executive Director of the Minnesota Alliance on Crime. Ad Hoc Directors of the Minnesota Alliance on Crime shall serve without financial compensation.

SECTION 4.4 Removal. Any director or Ad Hoc Director may at any time be removed with cause by the Board of Directors. If a vacancy occurs because of the death, resignation or removal of a director or Ad Hoc Director and results in Board membership less than the minimum set forth in the bylaws, such vacancy shall be filled by the Board of Directors for the unexpired term of such director or Ad Hoc Director.

ARTICLE V
Duties of Directors and Ad Hoc Directors

SECTION 5.1 Expectations. Each director and Ad Hoc Director of the Minnesota Alliance on Crime shall:

1. Know the Minnesota Alliance on Crime's mission, core values, policies, programs, and needs;
2. Follow the organization's bylaws, policies, and board resolutions;
3. Serve as active advocates and ambassadors for the Minnesota Alliance on Crime;
4. Help identify personal connections that can benefit the organization's fundraising and reputational standing, and can influence public policy;
5. Leverage connections, networks, and resources to fully achieve the Minnesota Alliance on Crime's mission;
6. Faithfully read and understand the organization's financial statements;
7. Fully engage in identifying and securing the financial resources and partnerships necessary for the Minnesota Alliance on Crime to advance its mission;
8. Give a meaningful personal financial donation;
9. Prepare for, attend, and conscientiously participate in board meetings;
10. Participate in one or more board sub-committees;
11. Commit to five (5) to ten (10) hours per month, as needed, in service to the Minnesota Alliance on Crime;
12. Sign an annual conflict-of-interest disclosure and update it during the year if necessary, as well as disclose potential conflicts before meetings and actual conflicts during meetings; and,
13. Maintain confidentiality about all internal matters of the Minnesota Alliance on Crime.

SECTION 5.2 Meeting Attendance. Directors of the Minnesota Alliance on Crime shall make every effort to attend all meetings of the Board of Directors. Failure to attend three (3) consecutive meetings per fiscal year shall be grounds for removal, unless otherwise previously approved of by the Board of Directors.

SECTION 5.3 Training. Directors of the Minnesota Alliance on Crime shall attend, participate in, and successfully complete annual board training as organized by the Board of Directors.

SECTION 5.4 Committee Participation. Directors of the Minnesota Alliance on Crime shall be assigned to at least one sub-committee as assigned by the Board of Directors. Every effort shall be made to assign the director to his or her committee of choice.

SECTION 5.5 Board Director Recruitment. Each director shall each year, to the best of their ability, recruit new directors for recommendation to the Minnesota Alliance on Crime Board of Directors. Once recruited, the Board of Directors shall thoroughly vet the proposed new directors. Once properly vetted, the Board of Directors shall present a slate of proposed directors to the Minnesota Alliance on Crime Voting Member Organizations at the Annual Meeting. At the Annual Meeting, the Voting Member Organizations may either ratify or reject the slate of proposed directors by majority vote.

SECTION 5.6 Composition of the Board of Directors. The Board of Directors shall, to the best of its ability, seek to have the following representation compose the Minnesota Alliance on Crime Board of Directors:

1. Sixty-Seven Percent (67%) of the Board of Directors shall represent Voting Member Organizations;
2. Thirty-Three Percent (33%) of the Board of Directors shall represent Non-Voting Member Organizations or Non-Voting Member Individuals;
3. Fifty Percent (50%) of the Board of Directors shall represent communities in the seven-county metro area of Minneapolis and Saint Paul;
4. Fifty Percent (50%) of the Board of Directors shall represent communities outside of the seven-county metro area of Minneapolis and Saint Paul;
5. Thirty-Three Percent (33%) of the Board of Directors shall represent government systems-based organizations;
6. Thirty-Three Percent (33%) of the Board of Directors shall represent community services-based organizations;
7. Twenty Percent (20%) of the Board of Directors shall include victims and survivors of crime;
8. Twenty Percent (20%) of the Board of Directors shall include under-represented groups,; and,
9. Thirteen Percent (13%) of the Board of Directors shall include corporate or private sector citizens.

The Board of Directors will determine whether a particular Director or Ad Hoc Director fulfills a particular composition category enumerated above.

ARTICLE VI
Meetings of the Board of Directors

SECTION 6.1 Meeting for the Purpose of Electing Officers. At the first board meeting following the Annual Meeting in September, at a time and place designated by the Board of Directors, the Board of Directors shall meet to elect officers of the Board of Directors.

SECTION 6.2 Other Meetings. Other meetings of the Board of Directors may be held at such time and place as announced at a previous meeting of the Board of Directors. Meetings of the Board of Directors may also be called at any time by the President, or upon the request of three or more members to the President, of the Board of Directors. Anyone entitled to call a meeting of the Board of Directors may make a request to the President to call the meeting, and the President shall give notice of the meeting, setting the time, place and purpose thereof, to be held between five and thirty days after receiving the request. If the President fails to give notice of the meeting within seven days from the day on which the request is made, the person or persons who requested the meeting may fix the time and place of the meeting and give notice in the manner hereinafter provided.

SECTION 6.3 Notice. Written notice of the time and place for each meeting of the Board of Directors shall be emailed to each director of the Board of Directors at the director's last known email address not less than five nor more than thirty days before the meeting. Any director may waive notice of a meeting before, at, or after the meeting, orally, in writing or by attendance. Attendance at a meeting is deemed a waiver unless the director objects at the beginning of the meeting to the transaction of business because the meeting is not lawfully called or convened, and the director does not participate in the meeting.

SECTION 6.4 Quorum. The presence of one-third of the Board of Directors shall constitute a quorum at any meeting of the Board of Directors. The directors present at any meeting, although less than a quorum, may adjourn the meeting.

SECTION 6.5 Voting. At all meetings of the Board of Directors, each director shall be entitled to cast one (1) vote on any question coming before the meeting. A majority vote of the directors present at any meeting, if there be a quorum, shall be sufficient to transact any business, unless a greater number of votes is required by law or these Bylaws. A director shall not appoint a proxy for himself or herself or vote by proxy at a meeting of the Board of Directors. A director who is present at a meeting of the Board of Directors when an action is taken is presumed to have assented to the action unless the director votes against the action, abstains, or is prohibited from voting on the action.

SECTION 6.6 Written Action. Any action that could be taken at a meeting of the Board of Directors may be taken by written action as provided in the Minnesota Alliance on Crime's Articles of Incorporation.

SECTION 6.7 Conflicts of Interest. The Minnesota Alliance on Crime shall not enter into any contract or transaction with: (a) one or more of its directors; (b) a director of a related organization (within the meaning of Minn. Stat. § 317A.011, subd.18 (2016)); or, (c) an organization in or of which a director is a concurrent director, officer, or legal representative, or has a material financial interest. Notwithstanding these prohibitions, the Minnesota Alliance on Crime may enter into a contract or transaction as described in (a), (b), or (c) if the material facts as to the contract or transaction and as to the director's interest are fully

disclosed or known to the Board of Directors, and the Board of Director authorizes, approves, or ratifies the contract or transaction in good faith by the affirmative vote of a majority of the directors (without counting the interested director), at a meeting at which there is a quorum not counting the interested director. Failure to comply with the provisions of this section shall not invalidate any contract or transaction to which the Minnesota Alliance on Crime is a party.

ARTICLE VII Officers

SECTION 7.1 Tenure of Office. The officers of this corporation shall be a President, a Vice-President, a Secretary, a Treasurer, and such other officers as the Board of Directors may designate. Officers shall be elected by the Board of Directors to serve for terms of one year. Any officer may at any time be removed by the Board of Directors with cause. The same person may not hold more than one office at the same time. A new director may not become an officer of the Minnesota Alliance on Crime until that director has served as a director for one (1) year.

SECTION 7.2 President. The President shall: (1) have general active management of the business of the corporation; (2) when present, preside at meetings of the board and of the members; (3) see that orders and resolutions of the board are carried into effect; (4) sign and deliver in the name of the Minnesota Alliance on Crime deeds, mortgages, bonds, contracts, or other instruments pertaining to the business of the corporation, except in cases in which the authority to sign and deliver is required by law to be exercised by another person or is expressly delegated by the articles or bylaws by the board to another officer or agent of the corporation; (5) when necessary, certify proceedings of the board and the members, and (6) perform other duties prescribed by the Board of Directors.

SECTION 7.3 President Elect. The President Elect shall perform the duties of the President in case of the latter's absence or disability. Execution by the President Elect on behalf of the Minnesota Alliance on Crime of any instrument shall have the same force and effect as if it were executed on behalf of the Minnesota Alliance on Crime by the President.

SECTION 7.4 Vice-President. The Vice-President shall perform duties as assigned by the Board of Directors. In the absence of the President at a meeting of the Board of Directors, the Vice-President shall fulfill the duties of the President described in Section 7.2. In the event of the resignation or removal of the President, the Vice-President shall assume the role of President of the Board of Directors until such time as a new President may be elected.

SECTION 7.5 Secretary. The Secretary shall provide for the keeping of proper records of all transactions of this corporation. The Secretary shall also perform such other duties as may be assigned by the Board of Directors.

SECTION 7.6 Treasurer. The Treasurer shall: (1) keep accurate financial records for the corporation; (2) ~~endorse for deposit notes, checks, and drafts received by the corporation as ordered by the board, making proper vouchers for the deposit~~ review monthly bank statements, balance sheets and other financial reports, sign checks; (3) ~~deposit money, drafts, and checks in the name of and to the credit of the Minnesota Alliance on Crime in the banks and depositories designated by the Board of Directors~~ report the financial status of the organization to the board at its regular board meeting for board members to review and approve with a formal vote; (4) ~~disburse corporate funds and issue checks and drafts in the name of the Minnesota Alliance on Crime, as ordered by the Board of Directors~~ work with the Executive Director and Finance Committee to draft and approve the annual operating budget and present at annual meeting; (5) ~~on a quarterly basis and~~ upon request of the Board of Directors, provide the President and the Board of Directors an account of transactions ~~by the treasurer and of an update of~~ the financial condition of the Minnesota Alliance on Crime; 6) oversee work with the Executive Director, the contracted bookkeeper, -and/or tax preparer; and (6) perform other duties prescribed by the Board of Directors or by the President.

SECTION 7.7 Additional Powers. Any officer of this corporation, in addition to the powers conferred upon that officer by the Bylaws, shall have such powers to -perform additional duties as may be prescribed by the Board of Directors.

ARTICLE VIII **Committees**

SECTION 8.1 Authority. The Board of Directors may act by and through such committees as it may create. Each committee shall have duties and responsibilities as are assigned by the Board of Directors. Each committee shall at all times be subject to the control and direction of the Board of Directors. Committee members, other than members of the Executive Committee, need not be directors.

SECTION 8.2 Membership. Each committee shall consist of, at a minimum, one member of the Board of Directors, and shall consist of two to ten committee members. Membership on a committee shall be open to all board members, as well as all members of the Minnesota Alliance on Crime.

SECTION 8.3 Executive Committee. The Executive Committee shall be composed of: the President; the President Elect; the Vice-President; the Secretary; and the Treasurer. The Executive Committee shall have the authority of the Board of Directors in the management of the business of the Minnesota Alliance on Crime in the interval between meetings of the Board of Directors. The Executive Committee shall at all times be subject to the control and direction of the Board of Directors.

SECTION 8.4 Meeting. Meetings of any committee may be called at any time by a member of the committee or by the President, on at least five days' notice by email, or two days oral notice by telephone or in person. Meetings of each committee may also be held at such time and place as are announced at a previous meeting of the committee. Appearance at a meeting is deemed to be a waiver of the notice unless the committee member objects at the beginning of the meeting to the transaction of business because the meeting is not lawfully called or convened and the committee member does not participate in the -meeting.

SECTION 8.5 Voting. At all meetings of a committee of the Minnesota Alliance on Crime, each member of the committee shall be entitled to cast one vote on any question coming before such meeting of the committee. The presence of a majority of the membership of any committee of the Minnesota Alliance on Crime shall constitute a quorum at any meeting thereof, but the members of a committee present at any such meeting, although less than a quorum, may adjourn the meeting. A majority vote of the members of a committee of the Minnesota Alliance on Crime present at any meeting thereof, if there be a quorum, shall be sufficient for the transaction of the business of such committee. Any action that could be taken at a committee meeting may be taken by written action signed by all members of the committee.

ARTICLE IX
Executive Director

SECTION 9.1 Position. The Board of Directors may employ, at a salary it shall determine, an Executive Director of the Minnesota Alliance on Crime.

SECTION 9.2 Responsibilities. The Executive Director shall be responsible to the Board for:

1. Carrying out the policies and programs of the Minnesota Alliance on Crime;
2. Employing and discharging employees in accordance with the policies of the Minnesota Alliance on Crime;
3. Supervising all expenditures of the Minnesota Alliance on Crime in accordance with the policies -of the Minnesota Alliance on Crime;
4. Reporting, regarding the work of the Minnesota Alliance on Crime, at each meeting of the Board of Directors; and
5. Performing other duties prescribed by the Board of Directors or by the President.

SECTION 9.3 Execution of Documents. The Executive Director shall have authority to execute all documents necessary for the day to day operation of the Minnesota Alliance on Crime.

SECTION 9.4 Evaluation. The Executive Director shall be evaluated on an annual basis in a manner to be determined by the Board of Directors. A written summary of each such evaluation shall be placed in the Executive Director's personnel file.

SECTION 9.5 Committees. The Executive Director shall be an ex-officio member of the Board of Directors, the Executive Committee, and all standing and special committees of the Board, but shall have no vote thereon.

ARTICLE X
Indemnification

To the full extent permitted by any applicable law, the Minnesota Alliance on Crime shall indemnify each person made or threatened to be made a party to any threatened, pending or completed civil, criminal, administrative, arbitration, or investigative proceeding, including a proceeding by or in the right of the Minnesota Alliance on Crime, by reason of the former or present capacity of the person as:

- (a) A director, officer, employee or member of a committee of the Minnesota Alliance on Crime; or,
- (b) a director, officer, partner, trustee, employee or agent of another organization or employee benefit plan, who while a director, officer, or employee of the Minnesota Alliance on Crime, is or was serving the other organization at the request of the Minnesota Alliance on Crime or whose duties as a director, officer, or employee of the Minnesota Alliance on Crime involve or involved such service to the other organization;

against judgments, penalties, fines (including, without limitation, excise taxes assessed against the person with respect to an employee benefit plan), settlements, and reasonable attorney's fees and disbursements, incurred by the person in connection with the proceeding.

Indemnification provided by this section shall continue as to a person who has ceased to be a director, officer, employee or committee member, shall inure to the benefit of the heirs, executors, and administrators of such person and shall apply whether or not the claim against such person arises out of a matter occurring before the adoption of this section shall apply as a credit against any indemnification provided by this section.

Any member, director, officer, or agent is not civilly liable for an act or omission by that person if the act or omission was in good faith, was within the scope of the person's responsibility, and did not constitute willful or reckless misconduct. Actions such as breach of fiduciary duty, federal causes of action, and breach of contract are not covered.

The Minnesota Alliance on Crime may, to the full extent permitted by applicable law, purchase and maintain insurance on behalf of any person who is or was a director, officer, or employee or a member of a committee of this Minnesota Alliance on Crime against any liability asserted against such person and incurred by such person in any such capacity.

ARTICLE XI
Finance

SECTION 11.1 Acceptance. Any dues, contributions, grants, bequests or gifts made to the Minnesota Alliance on Crime shall be accepted or collected only as authorized by the Board of Directors.

SECTION 11.2 Deposit of Funds. All funds of the Minnesota Alliance on Crime shall be deposited to the credit of the Minnesota Alliance on Crime under such conditions and in such banks, trust companies or other depositories as shall be designated by the Board of Directors.

SECTION 11.3 Record of Transactions. All contracts, checks and orders for the payment, receipt or deposit of money, and access to securities of the Minnesota Alliance on Crime shall be recorded in a manner as designated by the Board of Directors.

SECTION 11.4 Annual Budget. The annual budget of estimated income, income expense, and capital expense shall be approved by the Board of Directors.

SECTION 11.5 Title to Property. Title to all property shall be held in the name of the Minnesota Alliance on Crime.

SECTION 11.6 Authority to Borrow. Encumber Assets. No director, officer, agent, or employee of this Minnesota Alliance on Crime shall have any power or authority to borrow money on its behalf, to pledge its credit, or to mortgage or pledge its real or personal property, except within the scope and to the extent of the authority delegated by resolutions adopted by the Board of Directors. Authority may be given by the Board of Directors for any of the above purposes and may be general or limited to specific instances.

SECTION 11.7 Summary Report. A summary report of the financial operation of the Minnesota Alliance on Crime shall be made by the Treasurer at least quarterly to the Board of Directors.

ARTICLE XII
Miscellaneous

SECTION 12.1 Fiscal Year. Unless otherwise fixed by the Board of Directors, the fiscal year of this Minnesota Alliance on Crime shall begin on July 1 and end on the succeeding June 30.

SECTION 12.2 Corporate Seal. The Minnesota Alliance on Crime shall have no corporate seal.

SECTION 12.3 Electronic Communications. A director or committee member may participate in a meeting by any means of communication through which such person, other persons so participating, and all persons physically present at the meeting may simultaneously hear each other during the meeting. Participation in a meeting by that means constitutes presence in person at the meeting. A conference among directors or committee members by any means of communication through which such person may simultaneously hear each other during the conference is a meeting of the Board of Directors or committee, as the case may be, if the same notice is given of the conference as would be required for a meeting, and if the number of persons participating in the conference would be sufficient to constitute a quorum at a meeting. Participation in a meeting by that means constitutes presence in person at a meeting.

SECTION 12.4 Amendments. The membership may amend these bylaws by a majority vote of the membership.

SECTION 12.5 Discrimination. This Minnesota Alliance on Crime shall not discriminate on the basis of race, age, color, religion, physical or mental disability, affectional orientation, public assistance or marital status.



MINNESOTA ALLIANCE ON CRIME

FINANCIAL GUIDELINES

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**MINNESOTA ALLIANCE ON CRIME
SYSTEM OF SOLID FINANCIAL MANAGEMENT**

<p>MAC has a functioning, responsible Board of Directors</p>	<ul style="list-style-type: none"> ✓ Board meets monthly on a schedule established by the by-laws. ✓ Members are independent: not employees or contractors of the organization. ✓ There are 5 to 15 Board members. ✓ Minutes show that the Board regularly receives and approves income and expense statements. ✓ Minutes show that the Board annually approves the budget, including employee pay salaries and rates.
<p>The MAC bookkeeping system includes the following:</p>	<ul style="list-style-type: none"> ✓ A cash receipts journal (funds are recorded in this the day they come in). ✓ A cash disbursement journal (to record any cash paid out) is maintained. ✓ A general ledger which records all agency financial activity is kept. ✓ Income and expense statements produced monthly will include both period and year to date income and expenses by funding source. ✓ Checking and any other accounts are balanced with bank statements monthly.
<p>MAC bookkeeping duties are segregated so that more than one person is involved</p>	<ul style="list-style-type: none"> ✓ The person who records the receipts will not be the same as the person who makes deposits. ✓ The person who authorizes purchases or approves payments will not be the same person who actually makes the payments. ✓ Any check written will have two authorized signatures. ✓ No person will ever sign a check made out to her/himself.
<p>MAC payroll records are properly maintained</p>	<ul style="list-style-type: none"> ✓ Timesheets are kept in ink, indicating hours allotted to the different activities. ✓ Time sheets (and expense reimbursement requests) are signed by the executive director. The executive director's time sheets (and reimbursement requests are signed by a Board member.) ✓ Wage and hour laws (the Fair Labor Standards Act) are posted and followed.
<p>MAC bills are supported with documentation and approved</p>	<ul style="list-style-type: none"> ✓ Supporting documents (e.g. invoices) will be initialed and dated in order to authorize payment. ✓ Receipts and other supporting documents (including payroll records) will identify program and funding source, or the breakdown between two or more programs/sources. ✓ An orderly filing system is established that will be clear to an auditor or another third party.
<p>All MAC revenues and expenditures are segregated by program, and by source</p>	<ul style="list-style-type: none"> ✓ Funds coming into and out of each organizational program, and from each funding source (State, VOCA, and private) will be easily identifiable through receipts and disbursements journals, payroll records, and all other records (including income and expense statements approved by the Board).
<p>MAC grant agreements, financial reports, and book keeping records all agree</p>	<ul style="list-style-type: none"> ✓ Amounts charged to grants are according to grant agreements (or pre-approved budget amendments) and will be supported by matching agency records.

I. FINANCIAL REPORTS

Policy:

Financial reports to the Board of Directors and the board treasurer must be submitted by the executive director on a monthly basis.

Procedure:

1. Organizational financial reports will be produced after all the program financial reports have been approved, billings sent out, program reports (such as quarterly) done, etc. Also, the checking account will be reconciled, prepaid activity will be reconciled, and other review work will be done as relevant for that period.
2. Monthly financial statements will be provided to the treasurer for review and for distribution and approval at each regular meeting of the Board of Directors. These statements will include: a balance sheet, an income and expense statement reporting the period's actual revenue and expenses.

II. CASH CONTRIBUTIONS

Definition:

A contribution is a transfer of cash or other asset to MAC without receiving something of value in return. Contributions can be unrestricted, temporarily restricted, or permanently restricted. Restrictions are imposed by the donor for the designation or the use of the funds.

Policy:

MAC will establish guidelines for documenting and acknowledging contributions. Deposits will be made weekly and at the end of the each month. Cash contributions will be made on the day received or as soon thereafter as possible.

Procedure:

1. Mail will be opened, sorted, and stamped with a date by the administrative coordinator (or in their absence, by the executive director). The administrative coordinator will remove any checks or cash and forward mail unread to the appropriate employee.
2. The administrative coordinator will stamp the back of the checks with "*MAC deposit only*," make a copy of each check and log the receipts for cash contributions and checks into the daily revenue receipt log. The log will include the date of receipt, the check number, the contributor's name, the amount, the purpose, and the account code for each amount.
3. At any time that the checks are not being processed they must be locked in a locked cabinet.
4. The administrative coordinator will prepare the weekly deposit and the executive director will make the deposit.
5. The administrative coordinator will send the contract bookkeeper a copy of the deposit log. The contract bookkeeper will enter the deposit into the software accounting program.
6. The administrative coordinator will prepare a contribution acknowledgement letter for all cash and check contributions to be signed by the executive director. The contribution letters and forms are filed in the contribution files kept by the organization.
7. The contract bookkeeper will reconcile each bank account at the end of each month, and print out the reconciliation report each time, which can be reviewed by the executive director. The board treasurer will review reconciliation reports on a regular basis. A signed/initialed reconciliation statement and bank statement will indicate **review**.

III. IN-KIND CONTRIBUTIONS

Definition:

In-kind contributions are services or materials donated to the organization.

Policy:

MAC will establish guidelines for documenting and acknowledging in-kind contributions.

Procedure:

A. Volunteer Services

1. Volunteers and interns will complete a MAC application form and be interviewed by the designated staff person prior to beginning volunteer services.
2. All volunteers and interns will complete and sign timesheets for services provided including day and number of hours. Timesheets will be submitted to the appropriate staff member for approval and forwarded to the administrative coordinator. The administrative coordinator will prepare and submit a monthly log of volunteer hours to the contract bookkeeper.

B. Material Contributions

1. The administrative coordinator will log all contributions, give a receipt to contributors, and enter contributor information in the donor database.
2. The administrative coordinator will prepare and submit a list of contributors to the contract bookkeeper and executive director as contributions are received.
3. The executive director shall be responsible for accepting contributions, determining if a donor does not fit with the MAC mission, and executing any donor restrictions on the contribution.
4. The administrative coordinator will prepare acknowledgement letters for all material contributions and forward to the executive director for signature.

IV. CASH BASIS ACCOUNTING

Policy:

MAC's policy is to prepare financial statements using the cash basis method of accounting, recognizing revenues when cash is received and expenses when cash is disbursed. Revenue is primarily in the form of membership dues, contributions, and grant reimbursements. Expenses are to be paid within one week of receiving invoices for goods and services.

Procedure:

1. Documents for all accounting transactions will be kept.
2. Any cash receipts shall be given directly to the administrative coordinator along with information on the person who gave the cash and the reason cash was given. The administrative coordinator will keep all cash receipts locked and secured, shall maintain a list of the receipts, and prepare a deposit. The executive director shall deposit all cash receipts as soon as possible after receipt.

V. TRANSFER OF FUNDS

Policy:

Debit Account Transfers:

The contract bookkeeper and the executive director have the authority to transfer up to \$15,000 cash between the checking account and savings account at Bremer Bank. E-mail notice shall be sent to the board treasurer, and the administrative coordinator each time a transfer is made.

Transfers Outside of Designated Bank:

Transferring any funds outside of the current designated bank (Bremer Bank) requires prior approval from the Board of Directors Executive Committee or the full Board of Directors.

VI. GRANTS AND PLEDGES

Definition:

Grants and pledges, also called promises to give, are written or oral agreements to contribute to the organization in the future, usually within one to two years.

Policy:

MAC has established guidelines for documenting grants. Permanently restricted and temporarily restricted funds must be used for the donor-restricted purpose or in the donor-restricted time period. All restricted funds not used for the restricted purpose are to be returned to the grantor or pledger or permission from the grantor or contributor will be obtained in order to use the restricted funds for other purposes.

Procedure:

1. The administrative coordinator will open, sort and date-stamp the mail
2. Copies of the letters are made and filed in the grant files.
3. The contract bookkeeper will determine the program code for each grant with the executive director and add that to the forms and spreadsheets.
4. The contract bookkeeper, administrative coordinator, and executive director shall determine if the grant or pledge has restrictions. Unrestricted, temporarily restricted, and permanently restricted grants and pledges are to be accounted for separately. Categories are to be maintained in separate accounts to ensure the full disclosure of the resources available to the agency.
5. The contract bookkeeper will use the check copies, the list of checks, and the receipt from the bank to enter the deposit.
6. The checks and grant or pledge letters will be filed with the deposits.
7. For all Minnesota Office of Justice Programs (OJP) grants, Financial Status Reports (FSRs) will be prepared by the administrative coordinator using monthly and quarterly financial reports prepared by the contract bookkeeper. FSRs will be approved by the executive director. The administrative coordinator will submit the approved FSR and request for payment quarterly.
8. Past due grants and pledges will be investigated by the administrative coordinator if payment is not received within thirty (30) days of receipt date as indicated in award letter.

VII. EXPENSES

Definitions:

Purchases are the acquisition of materials or services in exchange for money.

Reimbursements are the compensation to individual employees for expenses incurred for the organization.

Accounts payable are the recognition of the expense and the liability of services and materials received but no payment has been made for the services or materials.

Policy:

MAC will maintain a separation of duties between the approval, processing, and signing of payments. Proper documentation and proper authorization must accompany vendor payments. An independent check on all payments is to be made in the form of the bank reconciliation.

No petty cash is maintained by the agency.

A. Procedure for Purchases:

1. MAC has a corporate debit account with cards in the name of each employee. With the exception of the debit card in the name of the executive director, employee debit cards will be maintained in a locked receptacle by the administrative coordinator. Employees may check out their card for travel or purchases pre-approved by the executive director. Receipts for debit card purchases shall be submitted to the administrative coordinator within 5 business days of purchase.

B. Procedure for Reimbursements:

1. Employees will fill out a check request form to request reimbursement for expenses. Each request shall be reviewed by the administrative coordinator, approved by the executive director, and then given to the contract bookkeeper for payment.
2. All employee travel must be pre-approved by the executive director.
3. The agency does not provide per diem for travel expenses but does reimburse for actual expenses that fall within the federal per diem guidelines.

C. Procedure for Payment of Expenses:

1. All invoices will be coded by the administrative coordinator and approved by the executive director and entered into the accounting software account by the contract bookkeeper. (Coding is based on program grant budgets, internal budget, and organizational definitions,)
2. All invoices will be checked for prior payment before entry and approval for payment.
3. Recurring expenses are defined as: rent, utilities, telephone, equipment leases, employee salaries, employee benefits, D & O insurance; and liability insurance.
4. The contract bookkeeper will process the payment of the approved invoices on pre-numbered checks at least once per week and mail the check to the vendor. The check stub will be attached to the invoice and purchase requests. The invoices and receipts are stamped paid and filed by the vendor name.

5. All blank checks are to be kept in a locked cabinet by the contract bookkeeper and executive director. The access to the checks is limited to the contract bookkeeper and the executive director. A separate file of voided checks is maintained. Voided checks are never destroyed.
6. At the end of each month, the executive director will review financial statements for proper allocation of expenses.

VIII. PAYROLL

Policy:

Proper authorization must be documented on all approvals of hours. Authorization includes employee hire records and signatures on all timesheets. A W-4, a verification of US residency, copies of the identification cards, and salary amount must be on file for every employee. Federal and State payroll tax withholdings will be paid monthly in accordance with State and Federal regulations. These records may be randomly checked for information and matching of the signature on timesheets. The records are to be controlled by locking all information; only the executive director has access to the information.

Procedure:

1. The administrative coordinator maintains and distributes boilerplate timesheets for each employee.
2. All employees shall complete time sheets including total hours worked and the allocation of time spent in specified activities. Employees will track the time they have spent in different program activities during the payroll period. Paid Time Off (PTO) taken will also be indicated by the employee. Completed timesheet activity logs shall be sent to the executive director for review and printing of the final timesheet. Each employee shall sign and date the final timesheet.
3. The executive director shall review, sign and date the timesheet. The executive director's signature is an indication of agreement with the hours, the allocation of time, PTO approval, and the approval for payment.
4. The executive director's timesheet will be sent to the board president for review and approval. The board president's signature is an indication of agreement with the hours, the allocation of time, PTO approval, and the approval for payment.
5. Copies of the employee time sheets will be emailed to the contract bookkeeper for processing.
6. The timesheets and payroll reports are used to allocate total payroll activities to correct programs. Journal entries are created and entered into the accounting software with those results.
7. All employee checks are processed through the ACH deposit. Payroll and reimbursements are processed through contract bookkeeper service. Any exceptions to this must be authorized in advance by the executive director in consultation with the Board Chair.
8. If a manual check is needed, the administrative coordinator or executive director will notify the contract bookkeeper so they enter the necessary information.

IX. CONTRACTS

Policy:

As part of its normal operations, MAC may enter into contracts to purchase certain services or materials from an outside party as authorized by the Board of Directors. All contracts must be signed by the executive director or authorized board member before agreeing to services. Employees do not enter into contracts with vendors.

Procedure:

1. The executive director will normally sign contracts on behalf of the organization.
2. At minimum, each purchase of service contract entered into by the organization will provide the following information:
 - a. The nature of the service and duties of the Contractor;
 - b. The financial obligations agreed to;
 - c. The period of time that the contract covers;
 - d. The invoicing procedure or payment schedule; and
 - e. A termination clause.

X. CAPITAL ASSETS AND DEPRECIATIONS

Definition:

Capital assets are land, building, building improvements, equipment, and furniture having a useful life to the organization longer than one year.

Policy:

The organization is to maintain a list of all assets. This list is to include the date of purchase, the cost, a detailed description of the assets, the expected number of years of use, and the expected value of the asset at the end of its usefulness.

Procedure:

1. All new assets over \$5,000.00 are to be added to the list each year. These assets will be listed on the profit and loss statement as a capital expense and will be depreciated.
2. A schedule will be maintained on the depreciation of the assets. The assets are listed with the years of useful life; the cost is then divided by the years of life and expensed. The schedule will list both the accumulated depreciation and the depreciation for the year. Assets that have accumulated depreciation equal to the cost, less residual value, will cease to be depreciated.
3. The depreciation will be expensed at the end of the year and the accumulated depreciation increased.
4. When an asset is sold or disposed of, it will be removed from the books. It is removed by a journal entry decreasing the assets by the cost of the item and decreasing the accumulated depreciation by the amount of depreciation recognized on the asset. The difference between the cost and accumulated depreciation is recognized as a gain or loss on the disposal of the asset.
5. Assets paid for by a grant will be given to another nonprofit or disposed of in the manner required by the funding source under which the asset was acquired.

XI. FUND BALANCES

Definition:

Fund balances are the value of revenue less expenses from previous years.

Policy:

Fund balances will be separated into restricted, temporarily restricted, and unrestricted accounts.

Procedure:

1. At the end of each year, the contract bookkeeper will balance funds and adjust to recognize the amount of restricted contribution used or remaining for the year.
2. Funds used from prior years decrease the restricted fund balance; unused funds in the current year increase the fund balance.
3. The restricted fund balances are to be carried over to the next year according to the requirements of the funding source. These funds are to be used for their restricted purpose.

XII. INVENTORY OF ITEMS FOR SALE – SALES TAX

Policy:

MAC will maintain a regular inventory of items sold to members and the public.

For items sold on an on-going basis versus one-time limited sales (e.g. t-shirts sold at a conference), the administrative coordinator will maintain an inventory list. For any item sold, information will be gathered on the address of the sale and whether the purchaser is tax exempt.

Procedure:

1. The administrative coordinator, upon approval of the executive director, will be responsible for purchases, maintaining inventory, updating, and selling products.
2. The administrative coordinator will conduct a year-end inventory and provide the information to the contract bookkeeper to balance with the books.
3. The administrative coordinator will maintain an inventory list. Any sale will include information on the address of the sale and whether the purchaser has tax exempt status. Proof of tax exempt status will be kept on file by the administrative coordinator.
4. For each sale, the administrative coordinator will prepare a request for invoice to the contract bookkeeper indicating whether the purchaser has tax exempt status. The contract bookkeeper will issue an invoice and include appropriate sales tax.
5. MAC will pay sales tax into the state on an annual basis.

XIII. END OF MONTH REPORTING

1. After the bank reconciliations are completed and all payables entered into the software accounting program, the contract bookkeeper shall prepare monthly financial reports.
2. For each grant that is to be billed, the contract bookkeeper will prepare an income statement and job report, and also related excel schedules as requested, including with any necessary detail about employee activities, expense details, etc.
3. After the executive director has approved the report, the appropriate agency shall be billed. This takes place either by the actual invoice being sent, or via an online process which the administrative coordinator completes.
4. Copies of the reports and the billings (FSR submitted) shall be kept in the monthly program financials folder maintained by the contract bookkeeper, with a copy also filed in the particular grant/contract's monthly financial folder.
5. After all billings have been completed, (and other month-end processes as well) the contract bookkeeper will prepare reports for the executive director approval and send that report to the board treasurer. Currently these include a year-to-date actual/budget with variances, a balance sheet, income statement, and transaction detail for period. Other reports shall be prepared as requested by the treasurer or the executive director.

XIV. ESSENTIAL INFORMATION AND MATERIALS SECURITY

Policy:

MAC will have a written procedure for securing essential information about the agency, financial information, and financial materials.

Procedure A:

The executive director will be responsible for a written description of the location and access for essential financial and organizational information about MAC. This will include:

1. A safety deposit box location in the agency bank and a list of contents
2. Contents should include a minimum:
 - a. Copies of legal charter materials and tax numbers
 - b. Board minutes of the past year and current list of the board members
 - c. Approved 990 from past 2 financial years
 - d. Up to date copy of bylaws
 - e. Copies of legally required state and federal reports from the past year
 - f. Previous year accounting backup copy
 - g. Inventory of major assets
 - h. Copy of essential insurance information
3. Locked location for unused checks
4. Location of accounting backup information, name and address of contract bookkeeper
5. Duplicate of essential keys and codes for computers
6. Names and addresses of current personnel, board members, and executive committee

Procedure B:

A board officer will be designated at the January organizational board meeting as the person other than the executive director who has access to the above information and the safety deposit box. This name and the effective dates will be entered in the minutes of the board meeting.

XV. RELEASE OF MAC FINANCIAL INFORMATION

Policy:

Release of MAC financial information can be done only by the executive director, the board president or the board president's designee.



2017 Annual Meeting & Capacity Building Training
Above & Beyond: Excellent in Victim Services
September 21-22, 2017

Agenda

Thursday, September 21, 2016:

8:30—9:30 am Registration and Silent Auction Browsing

9:30 am—Noon Annual Meeting

*Vanessa Barr, MAC Board
President
Bobbi Holtberg, MAC Executive
Director*

- Welcome
- Board Member Recognition
- Annual Reports
- Strategic Visioning Process
- Programmatic and Training Initiatives
- 2018 Legislative Initiatives
- Board Member Slate Introduction
- Proposed Bylaws
- Membership Voting
- Adjourn Meeting

Noon—1:00 pm Lunch on Your Own

1:00—2:30 pm Victim's Voice I

**1:30—3:00 pm The Changing Demographics of Minnesota and
Victim Services Panel Discussion**

3:00—3:30 pm Debrief

3:30—4:00 pm Silent Auction Browsing

Friday, September 22, 2016:

8:00—8:30 am Registration and Silent Auction Browsing

8:30—10:15 am Technology

*Jeremy Roberts, Dakota
County Attorney's Office*

10:15—10:30 am Break

10:30 am—Noon Advocacy Panel Conversation

Noon—1:00 pm Lunch on Your Own

1:00—2:30 pm Beyond Bubble Baths: Real Self Care

2:30—2:45 pm Break

2:45—3:15 pm Victim's Voice II

3:15—3:30 pm Debrief and Evaluations

3:30 pm Training Adjourned

Agenda subject to change.

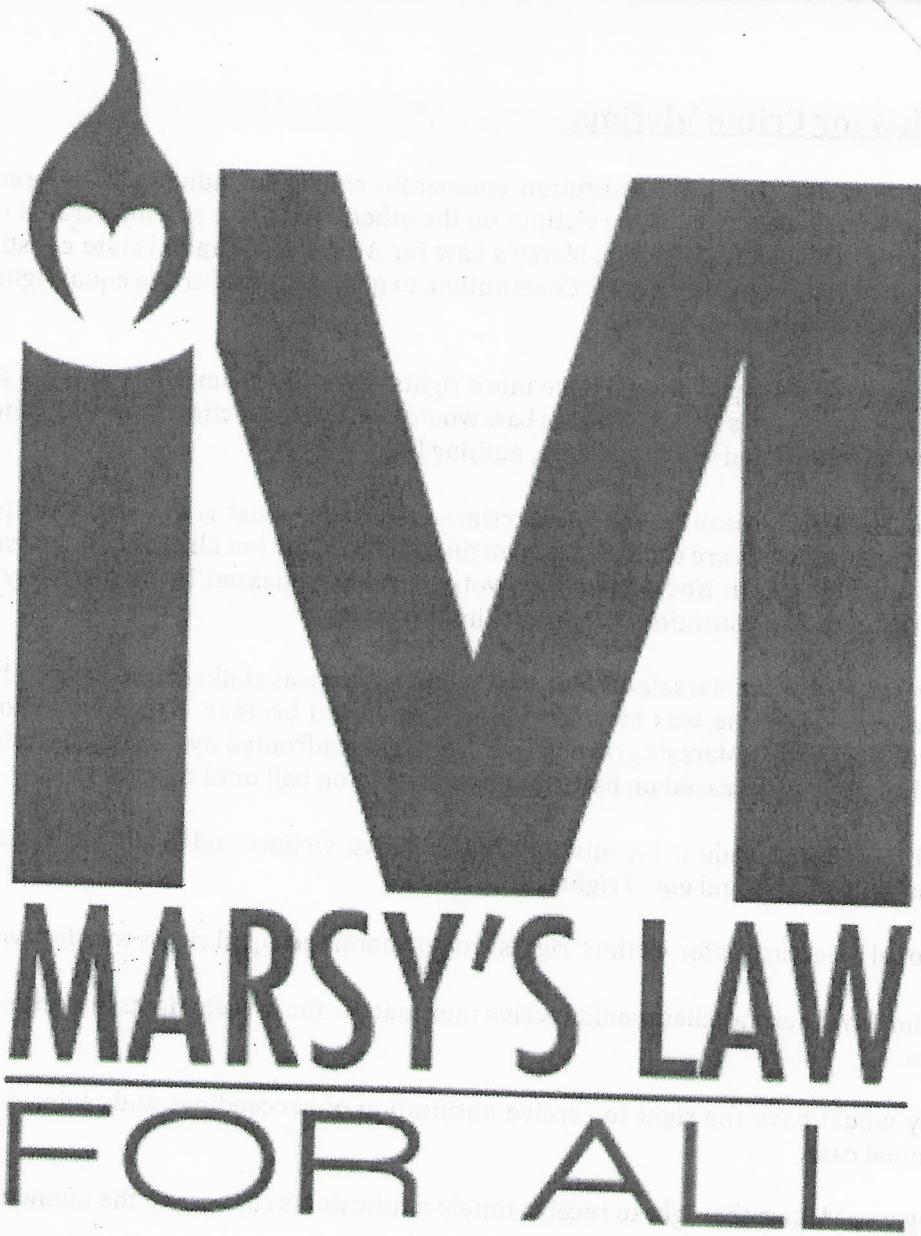
DRAFT

Board Member Contact	Action	Business Name	Contact	Phone	Address 1	Address 2	City	State	Zip	2016 Donation
		"W" Hotel	Lakshmi Petrucci		821 Marquette Ave.		Minneapolis	MN	55402	
		Abdallah Candies and Gifts		952-890-4770	3501 W Co Rd 42		Burnsville	MN	55306	\$20 Gift Card
		Acme Comedy & Sticks Restaurant		612-338-6393	708 N First St		Minneapolis	MN	55401	
		America's Best Value Inn and Suites		320-252-8700	520 Hwy 10 S.		St. Cloud	MN	56301	
Chris		Applebee's Neighborhood Grill & Bar		952-948-0010	9601 Lyndale Ave s		Bloomington	MN	55420	
		Archiver's Corporate Office			6110 Golden Hills Drive		Golden Valley	MN	55416	
		Arthur Murray Dance Studio		612-920-1900	5041 France Ave S. Ste 2		Edina	MN	55410	Lesson Package
		August Schell Brewing Company		507-354-5528	1860 Schell Rd.		New Ulm	MN	56073	
		Barnes and Noble		952-854-1455	118 E. Broadway Ste 238		Bloomington	MN	55425	
		Barnes and Noble		320-251-4537	3940 Division St.		St. Cloud	MN	56301	
		Becker Furniture	Amy Kelly	763-262-9000	PO Box 367	13150 1st St.	Becker	MN	55308	
		Best Western Plus			2100 Hwy 12 E.		Willmar	MN	56201	
Chris		Billy's on Grand	General Mgr.	651-292-9140	857 Grand Ave.		St. Paul	MN	55105	
		Birdwing Spa		320-693-6064	21398 575th Ave.		Litchfield	MN	55355-6313	
		Black Bear Casino Resort/Fond du Lac B	Roberta Fox	218-878-2327	1789 Highway 210		Carlton	MN	55718	
		Black Forest Inn	Erica Christ	612-872-0812	1 East 26th St		Minneapolis	MN	55404	
		Boca Chica Taco House		651-222-8226	407 Wabasha St. S		St. Paul	MN	55107	
Vanessa		Bounce World		(507)316-0788	4430 19th St. NW		Rochester	MN	55901	5 Passes
		Brainerd International Raceway		218-824-7223	5523 Birchdale Rd		Brainerd	MN	56401	
		Brave New Workshop	Peggy McCalla	(612) 332-6620	824 Hennepin Ave		Minneapolis	MN	55408	2 Admission (\$64)
		Buca	General Mgr.	(612) 288-0138	1204 Harmon Place		Minneapolis	MN	55403	
		Buffalo Wild Wings Grill & Bar		(320) 656-9464	3701 Division Street West, Suite 111		St. Cloud	MN	56301	
		Buffalo Wild Wings Grill & Bar		(320) 234-9453	1040 Hwy 15 S.		Hutchinson	MN	553550	BBQ Sauce Pack (
		Buffalo Wild Wings Grill & Bar		(507) 385-9464	301 St. Andrews Dr.		Mankato	MN	56001	
		Café Latte	General Mgr.	(651) 224-5687	850 Grand Ave. Ste. 1		St. Paul	MN	55105	Whole Dessert (\$
Chris		Canterbury Park		(952) 445-7223	1100 Canterbury Rd. S.		Shakopee	MN	55379	
		Caribou Coffee		(763) 592-2302	3900 Lakebreeze Avenue N.		Minneapolis	MN	55429	
Vanessa		Catie LeMay fka Houck								
Vanessa	On Line request Only	Chanhassen Dinner Theatres	Emily Kopperud		501 W 78th St	PO Box 100	Chanhassen	MN	55317	
		Chankaska Creek Ranch & Winery		(507) 931-0089	1179 East Pearl Street		Kasota	MN	56050	
		Chino Latino	General Mgr. San	(612) 824-7878	2916 Hennepin Avenue S.		Minneapolis	MN	55408	
		Cinemark Movies 8		(507) 625-1929	1850 Adams Street, #15		Mankato	MN	56001	4 Movie Passes (\$
		Cold Spring Brewing Company		(320) 685-8686	219 Red River Ave. N.	P.O. Box 476	Cold Springs	MN	56320	
		Comfort Inn		(320) 251-1500	4040 2nd St. S.		St. Cloud	MN	56301	
		Comfort Suites-Canal Park		(218) 727-1378	408 Canal Park Dr.		Duluth	MN	55802	Deluxe Lake View
		Como Friends - Como Park Zoo & Conservatory		(651) 487-8229	1225 Estabrook Dr.		St. Paul	MN	55103	Penquin Sponsors
		Cossetta Italian Market & Pizzeria		(651) 222-3476	211 W. 7th St.		St. Paul	MN	55102	
		Country Gallery		(320) 398-6250	31770 MN Hwy 15		Kimball	MN	55353	
		Country Inn & Suites		(218) 327-4960	2601 S. Hwy 169		Grand Rapids	MN	55744	

		Country Inn & Suites		(218) 828-2161	15058 Dellwood Dr.		Brainerd	MN	56401	
		Country Inn & Suites		(320) 763-9900	5304 State Hwy 29 S.		Alexandria	MN	56308	
		Country Inn & Suites		(763) 682-5660	1002 Hwy 55 E.		Buffalo	MN	55313	
		Country Inn & Suites		(320) 259-8999	235 Park Ave. S.		St. Cloud	MN	56301	
		Country Inn & Suites		(320) 252-8282	120 7th Ave. SE		St. Cloud	MN	56301	
		Country Inn & Suites		(218) 547-1400	442 Walker Bay Blvd.		Walker	MN	56484	
		Cragun's Resort		(218) 825-2700	11000 Cragun's Dr		Brainerd	MN	56401	
		Crossings by Grandstay		(763) 689-0542	300 South Garfield Street		Cambridge	MN	55008	One Night Stay in
		Crow River Harley Davidson		(763) 972-6282	822 Babcock Blvd. W		Delano	MN	55328	
		Darwin Municipal Liquor Store	Katie Riehle	(320) 693-2586	130 E. US Hwy 12	P.O. Box 72	Darwin	MN	55324	
		Dassel Liquors/City of Dassel	Marvin Vetsch	(320) 275-4435	800 Parker Ave. W.	P.O. Box 391	Dassel	MN	55325	
		Diana Homa								
		Dominos Pizza		(763) 689-5603	1595 2nd Ave NE		Cambridge	MN	55008	
		Doubletree Guest Suites		(612) 332-6800	1101 LaSalle Ave.		Minneapolis	MN	55403	
		Drummer's Garden Center		(507) 388-4877	281 St. Andrews Dr.		Mankato	MN	56001	
		Eagle's Nest Indoor Playground		(651) 638-2130	400 10th St. NW		New Brighton	MN	55112	5 Single-Use (\$27.
		Edgewater Resort & Waterpark		(800) 777-7925	2400 London Rd.		Duluth	MN	55812	
		Elko Speedway	Kate Ryan	(952) 461-7223	26350 France Ave	PO Box 246	Elko	MN	55020	4 Passes
		Embassy Suites	Tricia Everson	(952) 884-4811	2800 American Blvd. W.		Bloomington	MN	55431	
		Embassy Suites Minneapolis Airport		(952) 854-1000	7901 34th Ave. S		Bloomington	MN	55425	
		Essence of Flowers	Sally Hulbert	(320) 693-5708	520 E US Hwy 12	Suite 105	Litchfield	MN	55355	
		Fond-du-Luth Casino		(218) 720-5100	129 E. Superior St.		Duluth	MN	55802	One Night Stay ar
		Grand Casino Mille Lacs & Hinckley		(320) 532-7777	P.O. Box 343, 777 Grand Avenue		Onamia	MN	56359	One Night Stay ar
		Grand Hotel		(612) 288-8888	615 2nd Av S		Minneapolis	MN	55420	
Chris		Grand Ole Creamery	General Mgr.	(651) 293-1655	750 Grand Ave.		St. Paul	MN	55105	
		Grand Portage Lodge & Casino		(218) 475-2401	P.O.Box 233		Grand Portage	MN	55605	
		Grandma's Restaurant Company	Brian Daugherty	(218) 722-9313	522 S Lake Ave		Duluth	MN	55802	\$75 Gift Card
		Granite City Food & Brewery		(651) 209-3500	851 Rosedale Center	105	Roseville	MN	55113	
		Great Lakes Aquarium	Alisha Wicklund	(218) 740-3474	353 Harbor Dr		Duluth	MN	55802	4 Adult Admissior
		Great River Shakespeare Festival		(507) 474-7900	79 E. 3rd St.		Winona	MN	55987	
		Great Waters Brewing Co.		(651) 224-2739	426 Saint Peter St.		St. Paul	MN	55102	
		Green Mill Restaurant	General Mgr.	(320) 259-6455	100 4th Ave. S		St. Cloud	MN	56301	
		Green Mill Restaurant	General Mgr.	(612) 374-2131	2626 Hennepin		Minneapolis	MN	55408	
		Green Mill Restaurant	General Mgr.	(651) 698-0353	57 South Hamline		St. Paul	MN	55105	
		Green Mill Restaurant	General Mgr.	(320) 231-2301	2100 E. Hwy 12		Willmar	MN	56201	
		Green Mill Restaurant	General Mgr.	(507) 452-5400	1025 Hwy 61 E.		Winona	MN	55987	(5) \$10 Gift Cards
		Green Mill Restaurant	General Mgr.	(651) 735-1000	6025 Hudson Rd.		Woodbury	MN	55125	
		Grizzly's Grill & Saloon		(507) 385-1600	1700 Madison Ave.		Mankato	MN	56001	
		Hell's Kitchen		(612) 332-4700	80 S. 9th St. Ste 2		Minneapolis	MN	55402	
		Hilton Minneapolis/St. Paul Airport	General Mgr.	(952) 854-2100	3800 American Blvd. E.		Bloomington	MN	55425	
		History Theater	Cathy Larson	(651) 292-4323	30 10th St. E.		St. Paul	MN	55101	
		Holiday Gas Station, Store 46		(763) 689-4877	635 Main St S		Cambridge	MN	55008	
		Holiday Inn - Owatonna		(507) 446-8900	2365 43rd St NW		Owatonna	MN	55060	4 Water Park Pass
		Holiday Inn Express		(507) 388-1880	2051 Adams Street		Mankato	MN	56001	

		Holiday Inn Express & Suites			250 23rd St. SE		Willmar	MN	56201	
		Holiday Inn-Willmar		(320) 231-2601	2100 Hwy 12 E.		Willmar	MN	56201	
Karla Bauer		HOPE Center	Erica Staab		1003 7th St. NW		Faribault	MN	55021	Donated 6/15/201
		Ichiban Japanese Steak House	Jim Reynolds	(612) 339-0540	1333 Nicollet Ave		Minneapolis	MN	55403	\$40 Gift Card
		Jackpot Junction Casino	Attn: Donations	(800) 946-2274	P.O. Box 420		Morton	MN	56270	
		Jimmy's Poor House		(320) 253-0208	22 2nd Ave. N		Sauk Rapids	MN	56379	
		Lakeville Theater/Muller Family Theatre	Travis Coulson	(952) 985-5324	20653 Keokuk Ave.		Lakeville	MN	55044	
		Leech Lake Gaming		(218) 335-7500	6280 Upper Cass Frontage Rd. NW		Cass Lake	MN	56633	
		Litchfield Liquor	Angela Decker	(320) 693-8563	517 N. Sibley Ave.		Litchfield	MN	55355	
		Loews Minneapolis Hotel	General Mgr.	(612) 677-1100	601 1st Ave. N		Minneapolis	MN	55403	
Karla Bauer		Lost Spur Golf Course	General Mgr.	(651) 454-5681	2750 Sibley Memorial Hwy		Eagan	MN	55121	
		Lutsen Mountains		(218) 406-1320	P.O. Box 129		Lutsen	MN	55612	
		Lutsen Resort		(218) 206-8157		P.O. Box 9	Lutsen	MN	55612	
Karla Bauer		Magic Door Bed & Breakfast		(507) 581-0445	818 Division St. S.		Northfield	MN	55057	
		Mall of America	Sandi Larson	(952) 883-8800	60 E Broadway		Bloomington	MN	55425	2 passes to Nickel
		Mall of America - Hilton		(952) 854-2100	3800 American Blvd. E.		Bloomington	MN	55425-1658	
		Manny's Steakhouse	General Mgr.	(612) 339-9900	825 Marquette Ave.		Minneapolis	MN	55402	
		Medina Entertainment Center	Nikki Hendricks	(763) 478-6661	500 Hwy 55		Medina	MN	55340	4 Games and Sho
		Menards, Inc.	Community Relati	(715) 876-5911	5101 Menard Dr.		Eau Claire	WI	54703	Moisturizer
Chris	Online Request Only	Minnesota Children's Museum		(651) 225-6000	10 W. 7th St		St. Paul	MN	55102	
		Minnesota Historical Society		(651) 259-3000	345 Kellogg Blvd. West		St. Paul	MN	55102	4 Passes (\$48)
		Minnesota Landscape Arboretum		(952) 443-1400	3675 Arboretum Dr		Chaska	MN	55318	4 Adult Passes (\$4
	Online Request Only 6 Weeks Prior to Event	Minnesota Orchestra	JC St. Onge	(612) 371-5600	1111 Nicollet Ave.		Minneapolis	MN	55403	
		Minnesota RollerGirls		(320) 634-6674	2751 Hennepin Ave. S, #176		Minneapolis	MN	55408	
		Minnesota State Fair	Gail Anderson	(651) 288-4400	1265 Snelling Ave N		St Paul	MN	55108	4 Passes
	Online Request Only	Minnesota Timberwolves FastBreak Fou	Mathew Makovec	(612) 673-1600	600 First Ave N		Minneapolis	MN	55403	
	Online Request Only	Minnesota Twins Baseball Club	Glo Westerdahl	(612) 659-3400	1 Twins Way		Minneapolis	MN	55415	
		Minnesota Vikings			9520 Viking Drive		Eden Prairie	MN	55344	
	Online Request Only	Minnesota Wild Hockey Club	Community Relati	(651) 602-6000	317 Washington St		St. Paul	MN	55102	
		Mixed Blood Theatre	Malia Cole	(612) 338-6131	1501 S 4th St		Minneapolis	MN	55454	
		Muller Family Theatres		(651) 653-3243	1180 County Rd. J.		White Bear Townsh	MN	55110	
		Mystic Lake Casino Hotel	Attn: Donations	(952) 445-9000	2400 Mystic Lake Boulevard		Prior Lake	MN	55372	One Night Stay (\$
		North Valley Golf Course	Jennifer Dobbeleare		101 Valleybrook Rd.		Lakefield	MN	56150	2 rounds of golf wi
		Northern Lights Casino		(218) 547-2744	6800 Y Frontage Rd. NW		Walker	MN	56484	
		Oak Marsh Golf Course	Nicole Anderson	(651) 730-8886	526 Inwood Ave N		Oakdale	MN	55128	
		Old Log Theater		(952) 474-5951	5185 Meadville Street		Excelsior	MN	55331	
		Olive Garden	Shana Eckman, Se	(651) 264-1447	8367 3rd St. N		Oakdale	MN	55128	
		Ordway Center		(651) 224-4222	345 Washington St.		St. Paul	MN	55102	
Karla Bauer		Outback Steakhouse	General Mgr.	(952) 892-0700	2034 W. County Rd. 42		Burnsville	MN	55337	Donation not trac
		Padelford Packet Boat Company		(651) 227-1100	Harriet Island		St Paul	MN	55107	

		Papa Murphy's Pizza		(763) 552-7272	1870 2nd Avenue SE		Cambridge	MN	55008	
		Park Square Theatre	Judy Bartlett	(651) 291-7005	20 W. 7th Place		St Paul	MN	55102	2 Tickets to Theat
		Pepito's		(612) 822-2104	4820 Chicago Ave.		Minneapolis	MN	55417	
		Plymouth Playhouse	Susan Tillman	(763) 553-1600 ext	2705 Annapolis Lane		Plymouth	MN	55441	
		Prairie's Edge Casino Resort	Pam Luepke	(320) 564-2121	5616 Prairie's Edge Lane	PO Box 96	Granite Falls	MN	56241	One Night Stay ar
		Renaissance Festival		(952) 445-7361	1244 S Canterbury Rd	Suite 306	Shakopee	MN	55370	2 Admission Pass
		River Oaks Municipal Golf Course	General Mgr.	(651) 438-2121	11099 S. Hwy 61		Cottage Grove	MN	55016	
		Roger's Grove City Liquor		(320) 857-2155	316 Atlantic Ave. W.		Grove City	MN	56243	
		Roseville Cedarholm Golf Course		(651) 633-8337	2323 N Hamline Ave		Roseville	MN	55113	
		Sammy's Pizza & Restaurant		(218) 263-7574	106 E. Howard St.		Hibbing	MN	55746	
		Scheels Sports		(320) 252-9494	40 N. Waite Ave.		Waite Park	MN	56387	(2) \$25 Gift Cards
		Science Museum of Minnesota	General Mgr.	(651) 221-9444	120 Kellogg Blvd. W.		St. Paul	MN	55102	4 Combo Voucher
		Seven Clans Casino Hotel & Water Park	Joyce Fowler	(800) 881-0712	20595 Center St E		Thief River Falls	MN	56701	2-2night stay + 6 v
		Shoreview Community Center		(651) 490-4700	4580 Victoria St. N.		Shoreview	MN	55126	Family Day Passes
		St. James Hotel		(651) 388-2846	406 Main St.		Red Wing	MN	55066	
		Starbuck's		(320) 654-0712	120 Lincoln Ave SE		St Cloud	MN	56304	\$25 Target Gift Ca
		Summit Brewing Company	Emily Abraham	(651) 265-7800	910 Montreal Circle		St. Paul	MN	55102	Case of Beer and
		Swan's Café	Jeff Swanson	(320) 693-3279	1015 E.Frontage Rd.		Litchfield	MN	55355	
		Target Corporate Office		1-800-440-0680	1000 Nicollet Mall		Minneapolis	MN	55403	
		Texas Roadhouse		(320) 253-7427	345 2nd St S		Waite Park	MN	56387	
		Theatre in the Round	Greg Johnson	(612) 333-2919	245 Cedar Ave		Minneapolis	MN	55454	
		Trader Joe's		(651) 698-3119	484 Lexington Pkwy. S.		St. Paul	MN	55116	
		Tucci Benucch	Mall of America	(952) 853-0200	114 W Market Level 1		Bloomington	MN	55425	
		Twin City Grill - Mall of America	Leo Hart	(952) 854-0200	5419 N. Sheridan Rd.		Chicago	IL	60640	\$50 Gift Card
Chris	Online request only	Valleyfair		(952) 445-7600	1 Valley Fair Dr		Shakopee	MN	55379	
		Vista Fleet	Pam Martin	(218) 722-6218	323 Harbor Dr		Duluth	MN	55802	
		Wabasha Street Caves		(651) 224-1191	215 Wabasha St S		St Paul	MN	55107	2 Tour Passes (\$6
		Walker Art Center		(612) 375-7600	1750 Hennepin Ave		Minneapolis	MN	55403	
		Walmart	Attn: Grant	(763) 689-0606	2101 2nd Ave SE		Cambridge	MN	55008	
Chris	Only	Water Park of America		(952) 854-8700	1700 American Blvd. E.	Bldg B	Bloomington	MN	55425	
		White Oak Casino		(218) 246-9600	45830 U.S. 2		Deer River	MN	56636	
Vanessa		Wild Mountain		(651) 465-6365	http://wildmountain.requestitem.com/					Donation Not Tra
		Wow Zone		(507) 625-2695	2030 Adams St.		Mankato	MN	56001	
		Zorbaz on Gull Lake		(218) 963-4790	8105 Lost Lake Rd		Nisswa	MN	56468	
		Zorbaz on the Lake		(320) 796-2195	159 Lake Ave S		Spicer	MN	56288	
		Zorbaz on the Lake		(218) 847-5305	402 West Lake Dr		Detroit Lakes	MN	56501	



Overview: Marsy's Law for All

Equal Rights for Crime Victims

State constitutions and the U.S. Constitution enumerate rights for individuals accused of a crime, and individuals convicted of a crime. Crime victims, on the other hand, have no enumerated rights in 18 states' constitutions, nor the U.S. Constitution. Marsy's Law for All seeks to amend state constitutions that don't offer protections, and eventually the U.S. Constitution, to give victims of crime equal rights that are already afforded to the accused and convicted.

We can all agree that no rapist should have more rights than the victim. No murderer should be afforded more rights than the victim's family. Marsy's Law would ensure that victims have the same "co-equal" rights as the accused and convicted - nothing more, nothing less.

Marsy's Law is not a partisan issue. Giving crime victims co-equal rights is a rare political issue that Republicans and Democrats are unified in supporting. Marsy's Law has already been passed and has already become law in California. In November 2014, voters in Illinois passed Marsy's Law by an overwhelming 78%, one of the largest constitutional votes in Illinois history.

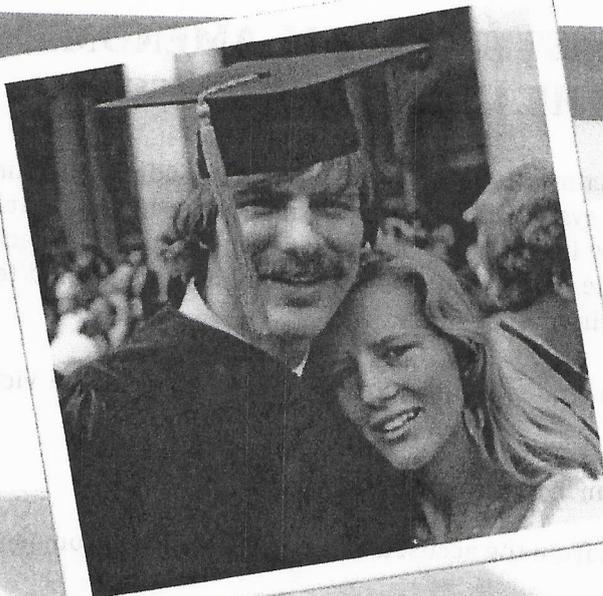
Marsy's Law is named after Marsalee "Marsy" Nicholas. Marsy was stalked and killed by her ex-boyfriend in 1983. Only a week after she was murdered, her mother and brother, Henry T. Nicholas, walked into a grocery store after visiting Marsy's grave where they were confronted by the accused murderer. The family had no idea he had been released on bail. He remained free on bail until his conviction.

Dr. Henry Nicholas has made it his mission in life to give victims and their families across the country constitutional protections and equal rights.

A constitutional amendment for victims' rights would guarantee equal rights to crime victims:

- Victims and their families would receive information about their rights and the services available to them.
- They would have the right to receive notification of proceedings and major developments in the criminal case.
- They would have the right to receive timely notifications changes to the offender's custodial status.
- Victims and their families would have the right to be present at court proceedings and provide input to the prosecutor before a plea agreement is finalized.
- They would have the right to be heard at plea or sentencing proceedings or any process that may result in the offender's release.
- Finally, they would have the right to restitution.

Marsy's Story...



Justice with Compassion

Marsy's Law for All is dedicated to the cause of ensuring that crime victims' rights are codified in law throughout the United States. When it passed in November 2008, Proposition 9, The Victims' Bill of Rights Act of 2008: Marsy's Law, became the strongest and most comprehensive Constitutional victims' rights law in the U.S. and put California at the forefront of the national victims' rights movement.

Dr. Henry T. Nicholas, the co-founder of Broadcom Corp., was the key backer and proponent of Marsy's Law. Dr. Nicholas is now lending his support to an effort to amend victims' rights into the U.S. Constitution.

"This is a national movement already," said Dr. Nicholas. "There are hundreds of marches across the country for National Crime Victim's Week every year. We need to harness that energy to ensure victims' rights for every American." Marsy's Law was opposed by every major newspaper in California state and yet the people of California passed the measure with 54% of the vote. The message was quite clear - Californians want violent crime victims and their families to have guaranteed rights.

Marsy's Law was named after Dr. Nicholas' sister, Marsalee (Marsy) Nicholas, a beautiful, vibrant University of California Santa Barbara student, who was stalked and killed by her ex-boyfriend in 1983. Only a week after Marsy was murdered, Dr. Nicholas' and Marsy's mother, Mrs. Marcella Leach, walked into a grocery store after visiting her daughter's grave and was confronted by the accused murderer. She had no idea that he had been released on bail.

Mrs. Leach's story is typical of the pain and suffering the family members of murder victims have endured. She was not informed because the courts and law enforcement, though well meaning, had no obligation to keep her informed. While criminals have more than 20 individuals rights spelled out in the U.S. Constitution, the surviving family members of murder victims have none.

But the passage of Marsy's Law changed all that in California. Now every District Attorney in California is undergoing training in Marsy's Law, and how to ensure victims are informed of their Marsy Rights. Now, victims of violent crime in California must by law be treated with respect and dignity by the criminal justice system. Courts must consider the safety of victims and families when setting bail and release conditions. And family members have legal standing in bail hearings, pleas, sentencing and parole hearings.

"If any good can come of something this horrible -- the loss of my sister and the losses of other families of crime victims -- it is that these violent acts served as a catalyst for change," Dr. Nicholas said. "Marsy's Law will provide for a more compassionate justice system for crime victims in California and make that a constitutional guarantee. Now the momentum can be put behind a U.S. Constitutional Amendment so that the rights of all crime victims, anywhere in America, can be protected."

MARSHY'S LAW: A MODEL CONSTITUTIONAL AMENDMENT TO AFFORD VICTIMS MEANINGFUL RIGHTS

- A. To preserve and protect the right of crime victims to justice, to ensure crime victims a meaningful role throughout criminal and juvenile justice systems, and to ensure that crime victims' rights and interests are respected and protected by law in a manner no less vigorous than the protections afforded to criminal defendants and juvenile delinquents, every victim shall be entitled to the following rights, beginning at the time of their victimization:
1. The right to due process and to be treated with fairness and respect for the victim's dignity.
 2. The right to be free from intimidation, harassment and abuse.
 3. The right to be reasonably protected from the accused and any person acting on behalf of the accused.
 4. The right to have the safety and welfare of the victim and the victim's family considered when setting bail or making release decisions.
 5. The right to prevent the disclosure of information or records that could be used to locate or harass the victim or the victim's family, or which could disclose confidential or privileged information of the victim.
 6. The right to privacy, which includes the right to refuse an interview, deposition or other discovery request and to set reasonable conditions on the conduct of any such interaction to which the victim consents.
 7. The right to reasonable, accurate and timely notice of, and to be present at, all proceedings involving the criminal conduct, plea, sentencing, adjudication, any release or escape of the defendant or delinquent, and any proceeding during which a right of the victim is implicated.
 8. The right to be heard in any proceeding involving release, plea, sentencing, adjudication, or parole, and any proceeding during which a right of the victim is implicated.
 9. The right to confer with the prosecuting attorney.
 10. The right to provide information regarding the impact of the offender's conduct on the victim and the victim's family to the individual responsible for conducting any pre-sentence investigation or compiling any pre-sentence investigation report, and to have any such information considered in any sentencing recommendations submitted to the court.
 11. The right to receive a copy of any pre-sentence report, and any other report or record relevant to the exercise of a victim's right, except for those portions made confidential by law.
 12. The right to the prompt return of the victim's property when no longer needed as evidence in the case.

13. The right to full and timely restitution in every case and from each convicted offender for all losses suffered by the victim as a result of the criminal conduct. All monies and property collected from any person who has been ordered to make restitution shall be first applied to the restitution owed to the victim before paying any amounts owed to the government.
 14. The right to proceedings free from unreasonable delay, and to a prompt and final conclusion of the case and any related post-judgment proceedings.
 15. The right to be informed of the conviction, sentence, adjudication, place and time of incarceration, or other disposition of the convicted offender, any scheduled release date of the offender, and the release of or the escape by offender from custody.
 16. The right to be informed of all post-conviction processes and procedures, to participate in such processes and procedures, to provide information to the release authority to be considered before any release decision is made, and to be notified of any release decision regarding the offender. The parole authority shall extend the right to be heard to any person harmed by the offender.
 17. The right to be informed of clemency and expungement procedures, to provide information to the Governor, the court, any clemency board and other authority in these procedures, and to have that information considered before a clemency or expungement decision is made; and to be notified of such decision in advance of any release of the offender.
 18. The right to be informed of these rights, and to be informed that victims can seek the advice of an attorney with respect to their rights. This information shall be made available to the general public and provided to all crime victims in what is referred to as a Marsy's Card.
- B. The victim, the retained attorney of the victim, a lawful representative of the victim, or the prosecuting attorney upon request of the victim may assert and seek enforcement of the rights enumerated in this section and any other right afforded to a victim by law in any trial or appellate court, or before any other authority with jurisdiction over the case, as a matter of right. The court or other authority with jurisdiction shall act promptly on such a request, affording a remedy by due course of law for the violation of any right. The reasons for any decision regarding disposition of a victim's right shall be clearly stated on the record.
- C. The granting of these rights to victims shall not be construed to deny or disparage other rights possessed by victims. All provisions of this section apply throughout criminal and juvenile justice processes are self-enabling and require no further action by the Legislature.
- D. As used in this section, a "victim" is a person who suffers direct or threatened physical, psychological, or financial harm as a result of the commission or attempted commission of a crime or delinquent act or against whom the crime or delinquent act is committed. The term "victim" also includes any spouse, parent, grandparent, child, sibling, grandchild, or guardian, and any person with a relationship to the victim that is substantially similar to a listed relationship, and includes a lawful representative of a victim who is deceased, incompetent, a minor, or physically or mentally incapacitated. The term "victim" does not include the accused or a person whom the court finds would not act in the best interests of a deceased, incompetent, minor or incapacitated victim. The term "crime" and "criminal" include delinquent acts and conduct.
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Marsy's Law: *Myth Vs. Fact*

The equal rights for crime victims enumerated in Marsy's Law are common sense. All crime victims should be afforded these rights as a matter of course, but, in the current statutory system, they are not. That is why Marsy's Law seeks constitutional amendments.

Marsy's Law will ensure that prosecutors and the courts treat crime victims with the respect that they deserve. Those with concerns about Marsy's Law appear to be confused about the law and how it would be applied. The following clarifies the primary areas of confusion:

A Voice Not a Veto

Myth: Forcing prosecutors to get input from the victim will allow the victim to interfere with the prosecutor's case.

Fact: Marsy's Law gives the victim a voice, not a veto. The prosecutor's role in a criminal case is unchanged by Marsy's Law.

Number of Victims Filings

Myth: There will be a flood of filings to enforce rights.

Fact: More than 30 other states have victim rights constitutional amendments and none have reported a significant number of filings. Courts and prosecutors respect the importance of constitutional rights. As long as courts and prosecutors respect victims' rights there will not be a flood of filings. This is why having constitutional victims' rights is vital.

Role of Victim in Criminal Case

Myth: Marsy's Law will make the victim a party to the criminal case.

Fact: The victim's role in the criminal case will not change. The victim is not a party to the criminal case. The prosecutor remains in control over the case and makes all the decisions in the prosecution of the crime. Marsy's Law recognizes that the victim is the individual most affected by the crime and interested in the outcome of the prosecution.

Constitutional Victims' Rights Are Essential

Myth: States provides victims with a statutory crime victim bill of rights and that should be enough.

Fact: Statutory rights are insufficient and illusory because they are not enforced. Victims deserve to have constitutional protections, just as those who are accused and convicted.

Victims' Constitutional Rights Can Co-Exist With Defendants' Constitutional Rights

Myth: Victim's rights will trump defendant's rights.

Fact: Victims' rights will not trump defendants' rights. Victims' constitutional rights create balance with defendant's constitutional rights. The United States government is founded on a system of checks and balances. The courts have the ability to balance rights if a conflict arises between a victim's right and a defendant's right.

Impact on the Criminal Courts

Myth: Forcing prosecutors to speak to the victims before finalizing a plea deal, giving victims' notice of court hearings and providing victims with the right to provide input at hearings will cause long costly delays in the prosecution.

Fact: More than 30 states have constitutional victims' rights and their criminal courts have not been derailed. Speaking to a victim before finalizing a deal or a bail hearing is just common sense. The victim may have information that may change the court's decision. Court hearings are normally scheduled days, weeks and months in advance. This is sufficient time to contact victims.

Impact on the Correctional System

Myth: Constitutional victims' rights will lead to overcrowding in prisons.

Fact: The parole board should have all pertinent information when deciding if an inmate should be paroled, and this includes information from the victim. Requiring victims to be informed of parole hearings and allowing them to be present will not create overcrowding. Victims should have a right to know if their perpetrator will be released (possible safety concerns) and have an opportunity to explain to the parole board why an inmate should or should not be released.

Cost of Having Constitutional Rights for Victims

Myth: Allowing the victim to have rights will be costly.

Fact: Cost should not prevent us from doing what is right. The prosecutors' offices already have Victim Witness Counselors who provide victims with notice and information. There will be administrative costs (court time, etc.) if a victim is forced to seek enforcement of his or her rights. The way to eliminate this cost is to ensure that the victims' rights are not violated. Having the means to correct an oversight is worth a few minutes of a court's time.

MARSY'S CARD AND RESOURCES

The California Constitution, Article 1, Section 28(b), confers certain rights to victims of crime. Those rights include:

1. Fairness and Respect – To be treated with fairness and respect for his or her privacy and dignity, and to be free from intimidation, harassment, and abuse, throughout the criminal or juvenile justice process.
2. Protection from the Defendant – To be reasonable protected from the defendant and persons acting on behalf of the defendant.
3. Victim Safety Considerations in Setting Bail and Release Conditions – To have the safety of the victim and the victim's family considered in fixing the amount of bail and release conditions for the defendant.
4. The Prevention of the Disclosure of Confidential Information – To prevent the disclosure of confidential information or records to the defendant, the defendant's attorney, or any other person acting on behalf of the defendant, which could be used to locate or harass the victim or the victim's family or which disclose confidential communications made in the course of medical or counseling treatment, or which are otherwise privileged or confidential by law.
5. Refusal to be Interviewed by the Defense – To refuse an interview, deposition, or discovery request by the defendant, the defendant's attorney, or any other person acting on behalf of the defendant, and to set reasonable conditions on the conduct of any such interview to which the victim consents.
6. Conference with the Prosecution and Notice of Pretrial Disposition – To reasonable notice of and to reasonably confer with the prosecuting agency, upon request, regarding, the arrest of the defendant if known by the prosecutor, the charges filed, the determination whether to extradite the defendant, and, upon request, to be notified of and informed before any pretrial disposition of the case.
7. Notice of the presence at Public Proceedings – To reasonable notice of all public proceedings, including delinquency proceedings, upon request, at which the defendant and the prosecutor are entitled to be present and of all parole or other post-conviction release proceedings, and to be present at all such proceedings.
8. Appearance at Court Proceedings and Expression of Views – To be heard, upon request, at any proceeding, including any delinquency proceeding, involving a post-arrest release decision, plea, sentencing, post-conviction release decision, or any proceeding in which a right of the victim is at issue.
9. Speedy Trial and Prompt Conclusion of the Case – To a speedy trial and a prompt and final conclusion of the case and any related post-judgment proceedings.
10. Provision of Information to the Probation Department – To provide information to a probation department official conducting a pre-sentence investigation concerning the impact of the offense on the victim and the victim's family and any sentencing recommendations before the sentencing of the defendant.
11. Receipt of Pre-Sentence Report – To receive, upon request, the pre-sentence report when available to the defendant, except for those portions made confidential by law.
12. Information About Conviction, Sentence, Incarceration, Release, and Escape – To be informed, upon request, of the conviction, sentence, place and time of the defendant, and the release of or the escape by the defendant from custody.
13. Restitution
 - A. It is the unequivocal intention of the People of the State of California that all persons who suffer losses as a result of criminal activity shall have the right to seek and secure restitution from the persons convicted of the crimes causing the losses they suffer.
 - B. Restitution shall be ordered from the convicted wrongdoer in every case, regardless of the sentence or disposition imposed, in which a crime victim suffers a loss.
 - C. All monetary payments, monies, and property collected from any person who has been ordered to make restitution shall be first applied to pay the amounts ordered as restitution to the victim.
14. The Prompt Return of Property – To the prompt return of property when no longer needed as evidence.
15. Notice of Parole Procedures and Release on Parole – To be informed of all parole procedures, to participate in the parole process, to provide information to the parole authority to be considered before the parole of the offender, and to be notified, upon request, of the parole or other release of the offender.
16. Safety of Victim and Public are Factors in Parole Release – To have the safety of the victim, the victim's family, and the general public considered before any parole or other post-judgment release decision is made.
17. Information About These 16 Rights – To be informed of the rights enumerated in paragraphs (1) through (16).

The Attorney General does not endorse, have any responsibility for, or exercise control over these organizations' and agencies' views, services, and information.

- Victim Compensation Program
Help for victims of: Assault, Drunk Driving, Sexual Assault, Child Abuse, Homicide, Stalking, Domestic Violence, Robbery, and Human Trafficking. Victim Compensation can help pay for: mental health counseling, funeral costs, loss of income, crime scene cleanup, relocation, medical and dental bills. For more information contact your local Victim Witness or Victim Compensation and Government Claims Board: 1-80-777-9229 | www.vcgcb.ca.gov/victims
- CA Dept. of Corrections and Rehabilitation, Office of Victim & Survivor Rights & Services
Provides information on offender release, restitution, parole conditions and parole hearings when the offender is incarcerated in prison. 1-877-256-6877 | www.cdcr.ca.gov/victim_services
- McGeorge School of Law
Victims of Crime Resource Center – Provides resources for victims by their geographic area along with information on restitution, civil suits, domestic violence, elder abuse, child abuse, abuse against the disabled, victims' rights and compensation. 1-800-Victims | www.1800victims.org
- National Domestic Violence Hotline
24-hour hotline for domestic violence resources.
1-800-799-SAFE | TTY: 1-800-787-3224 | www.ndvh.org
- Adult Protective Services County Contact Information (Elder Abuse)
Website lists 24-hour hotline numbers for each county in California.
www.cdss.ca.gov/agedblinddisabled/PG2300.htm
- National Child Abuse Hotline
Treatment and prevention of child abuse.
1-800-4-A-CHILD | www.childhelp.org/pages/hotline-services
- Rape, Abuse & Incest National Network Hotline
Provides free, confidential services to victims of sexual assault.
1-800-656-HOPE | www.rainn.org
- National Human Trafficking Resource Center Hotline
24-hour hotline for reporting tips, contacting local anti-trafficking services and requesting information.
1-800-373-7888 | www.traffickingresourcecenter.org
- The California Relay Service:
For speech impaired, deaf or hard-of-hearing callers: Dial 711. TTY/HCO/VCO to Voice for English: 1-800-735-2929 and for Spanish: 1800-855-3000. Voice to TTY/VCO/HCO for English: 1-800-735-2929 and for Spanish; 1-800-855-3000. From or to Speech to Speech – English and Spanish: 1-800-854-7784.

A 'victim' is defined under the California Constitution as "a person who suffers direct or threatened physical, psychological, or financial harm as a result of the commission or attempted commission of a crime or delinquent act. The term 'victim' also includes the person's spouse, parents, children, siblings, or guardian, and includes a lawful representative of a crime victim who is deceased, a minor, or physically or psychologically incapacitated. The term 'victim' does not include a person in custody for an offense, the accused, or a person whom the court finds would not act in the best interests of a minor victim." (Cal. Const., art. I, §28 (e).) A victim, the retained attorney of a victim, a lawful representative of the victim, or the prosecuting attorney upon request of the victim, may enforce the above rights in any trial or appellate court with jurisdiction over the case as a matter of right. The court shall act promptly on such a request. (Cal. Const., art. I, §28 (c) (1).)



Paid for by Marsy's Law for All