



**TIBETAN ASSOCIATION OF NORTHERN CALIFORNIA**

**OPERATIONAL MANUAL**

**Revision adopted on Feb 11, 2023**

# TIBETAN ASSOCIATION OF NORTHERN CALIFORNIA OPERATIONS MANUAL

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# **TIBETAN ASSOCIATION OF NORTHERN CALIFORNIA OPERATIONS MANUAL**

## **General Guidelines for the Organization, Structure, and Management of TANC**

### **Introduction:**

At the advice of the Office of Tibet, New York [then], The Tibetan Association of Northern California (TANC) was founded on July 6th, 1990 on the auspicious birthday of His Holiness the Dalai Lama, by Tibetans residing in the San Francisco Bay Area. These founders of TANC shared a common vision of a single organization to help meet the needs and challenges of all Tibetans living in Northern California.

TANC mission is pursue with dedication the common goal of the Tibetan people-including activities to promote the Tibetan language and culture-under the guidance and leadership of His Holiness the Dalai Lama, and recognizing and respecting the Central Tibetan Administration as the legitimate representative of the Tibetan people.

In keeping with this spirit, TANC chose "*Unity of Purpose, Strength in Diversity*" as its motto and accordingly adopted "The Four Harmonious Friends", a legendary symbol for unity, harmony and peace as its logo.

TANC is a 501(c) (3) nonprofit tax-exempt organization with tax ID number 943350817.

Even in its early years, TANC made concerted effort to promote and preserve Tibetan language and culture. TANC also established Tibetan dance and music groups that studied under the volunteer tutelage of former TIPA artists who reside in the San Francisco Bay Area. TANC established full fledge Tibetan Language and Cultural Program in the year 2006. In recent years, these endeavors have been expanded to include the growing numbers of Tibetans in Northern California. New projects have also been established, notably the Tibetan Scholarship Program and the recent acquisition of the community center.

As the scope and responsibilities of TANC increase, there is a need for guidelines that explain the organization, structure, and management of TANC. During the summer of 2011, this task was undertaken by an ad hoc committee. The Operational Manual Drafting Committee in the year 2011 composed of Tenzin Tsedup (then President), Ngodup Tsering (Chair), Tsering Gyurmey, Tashi Norbu, Kunjo Tashi, Ugyen Tsering, Jigmey Raptentsetsang, Thepo Tulku, Jigdol Ngawang, and Dolma Chuteng.

It is noted that the content of this TANC Operational Manual has been discussed, deliberated and approved by the general membership and took effect on Tibetan Democracy Day, September 2, 2011.

### ***Objectives of Operations Manual:***

- 1) To describe the responsibilities of the general membership, Board of Directors, committees, and executive officers of TANC
- 2) To delineate guidelines for more effective and efficient administration of TANC with goals of consistency, transparency, and maximum participation of the general membership

**Scope: This Operational Manual applies to all members of the TANC.**

### **Members:**

Tibetans residing in Northern California shall be eligible for TANC membership. Members shall adhere to TANC's missions, objectives and responsibilities of members enshrined in TANC Bylaw and Operational Manual. Failure of which shall result in termination of membership.

Tibetan Green Book is the legal document to prove Tibetan ancestry or a support letter from Central Tibetan Administration or its Representative Offices shall be accepted. In the absence of Tibetan Green Book, Tibetan applicant must provide affidavit of two non-relative current members with updated Tibetan Green Book copy. In the absence of the above three requirements, TANC board reserves the right to make the final decision.

### ***Responsibilities of Members:***

- 1) Members aged 18 and above shall pay an annual membership fee of \$20.
- 2) Members shall attend general membership and other meetings convened by the Board
- 3) Members shall participate in the selection of the Board of Directors through the democratic voting process as established by TANC.
- 4) Members are encouraged to take an active interest in TANC by volunteering to serve on committees and at TANC events.
- 5) Members are encouraged to pay Chatrel (Green Book) contributions without fail.

### ***Privileges of Members:***

- 1) Members aged 18 years and above shall enjoy the right to vote for the Board of Directors
- 2) Members aged 18 years and above are eligible to stand for election to the Board of Directors. Members can stand for the election of board given he/she is a resident of Northern California at least for a year.
- 3) Members enjoy opportunities to participate in various activities of the TANC.

- 4) Members enjoy discounted admission fees to select TANC events and rentals as approved by the Board. This shall be applicable only to those who are current with their payment of membership dues.
- 5) Seniors above 65 and children 7 years through 17 years are eligible for discount entry fees to TANC events.
- 6) The Board of Directors may waive membership dues based upon a member's inability to afford the due.
- 7) Members are required to serve in the board of directors if elected during board election.
- 8) Members are privileged to use TANC Center and kitchen free of rental fees for one full day (up to 10 hrs.) Dhun-tsik prayer of their deceased family member, **provided there is no conflict with TANC events.**
- 9) TANC member shall enjoy 25% discount fees of TANC community center rental (See Appendix F. TANC Building Use and Rental Policy)
- 10) As a mark of respect, consolation and solidarity, the board shall offer donation of \$150 to the family of the deceased. The community members should be informed to attend the funeral. The concerned family may inform the board about the funeral details, place, date and time.

### **Emergency support to the affected members:**

Affected family members shall inform TANC office and a representative of the Board shall pay a courtesy visit to an immediate family member hospitalized for more than one week and make a contribution of \$100.

Similarly, when a member suffers from extreme hardship, such as permanent disability from an accident, or tragic loss of life and/or property due to a natural calamity, the board will raise donations and contributions to provide appropriate emergency support.

### ***General Membership Meetings:***

There shall be at least two general membership meetings in a calendar year with a five month interval. The Board of Directors shall bring forth all matters that could not be resolved at the Board meetings for general membership's discussion and approval. General membership meeting notices shall be posted on TANC website and bulletin board at least two weeks prior to the meeting and will include details about the agenda, venue, date, and time. Any draft minutes and resolutions passed in general membership meetings must be announced within a week through TANC website and bulletin board.

Decisions in the general membership meetings shall be taken by majority vote except in the case of removal of board member and revision of TANC bylaws and/or Operations Manual which requires 2/3rd majority of the total members present.

### ***Conduct of Meetings: Format and Procedures:***

TANC meetings will strive to follow the basic meeting conventions of Robert's Rules of Order.

The chairperson brings the meeting to order. The agenda is read out. Each item on the agenda is discussed, deliberated as necessary. Then a motion will be made and seconded. After this, all eligible attendees will vote on the matter. The passed or rejected motion is recorded in the minutes. The "draft minutes" of the meeting are posted and at the next meeting, the draft minutes are reviewed, discussed, accepted, rejected or changed and a Motion is made to accept the minutes "as is" or "as amended". This shall become the "official" Minutes of the last meeting and will be circulated and filed in the TANC office.

The chairperson must effectively moderate the discussions. Participants must be ready to speak but also to listen – so all sides of the issue is addressed. It is the chairperson's responsibility to encourage every individual to express their view even though the majority vote may or may not accept their view. Votes up or down are not personal but different points of view make the discussions more meaningful and pertinent to the community.

### ***Board of Directors:***

There shall be 5-15 board of directors elected. The board of directors is responsible for carrying out the mission of TANC. The board of directors is therefore responsible for creating and overseeing organizational policy and practice. The board of directors shall exercise its power and conduct its affairs in accordance with the California Non Profit Public Benefit corporation law, the TANC Articles of Incorporation and Bylaws, Operations Manual and resolutions of the General membership Meetings.

### ***Election to the Board of Directors:***

New members of the board of directors shall be elected through a democratic process wherein TANC general members vote and those with the majority votes are elected. The election of new members for the board of directors shall occur during the His Holiness the Dalai Lama Birthday (Trung-kar) celebrations, as the largest number of TANC members tends to be present to participate in the election. The hard copy of Election Results of TANC board with signatures of TANC Election Committee shall be documented at TANC office for one year until the next board election."

### ***Responsibilities of the Board of Directors:***

The responsibilities of the board include, but are not limited to, the following:

- 1) Make policy and oversee the entire performance of the organization
- 2) Provide guidance and assistance to the general membership in fulfilling the mission of TANC

- 3) Perform any and all duties imposed on them collectively or individually by law, the Articles of Incorporation, TANC By-laws, Operational Manual or by the resolution of the general membership.
- 4) Approve the annual budget prepared by Treasurer/Accountant in consultation with Finance Committee of TANC.
- 5) Develop and regularly update short term and long term plans for TANC.
- 6) Hold board of director's meetings and general membership meetings and ensure that committees meet as needed.
- 7) Appoint committees and their chairpersons, define their assignments clearly, for example, role, goals, terms, budget, etc. and oversee their performances.
- 8) Hire employees/contractors, describing their specific duties and terms of employment/contract including compensation if any; terminate such employees/contractors as needed.
- 9) Perform duties and services on a completely voluntary basis with no compensation.
- 10) Salary of Teachers and Principal of Namchod Kyetsel to be determined by TANC board in consultation with Namchod Kyetsel Committee (NKC).
- 11) Contractual agreement to be signed between TANC and teachers, and contract term to be extended or terminated based on annual performance review and recommendation of NKC.

### ***Terms of the Board of Directors:***

Members of the board of directors are elected for two year terms that begin on Tibetan Democracy Day, the 2nd of September. The official ceremony to introduce new members of the board of directors and thank the outgoing members of the board of directors shall be held on the September 2nd. No board members can be elected for more than two consecutive terms.

### ***Transition between outgoing and incoming Board:***

The annual transfer of books and responsibilities from one board of directors to the next shall be done in a simple ceremony involving both teams and it shall occur on 2nd September. However, actual physical transfer of the books, files, assets etc. should be completed before the Democracy Day.

The Advisory Council shall ensure smooth transfer of power and remind the board to meet for the election of the new President and Secretary to be held before every July 31st.

Advisory Council shall ensure and oversee smooth transition and transfer of responsibilities between the outgoing and the incoming board members. The council shall set the date of election of new president before July 31<sup>st</sup> and call the meeting of the newly elected and continuing board

members. The Election Committee shall conduct the election and Advisory Council shall witness the election.

The newly elected/incoming President will distribute the roles and responsibilities of rest of the board members. The incoming board shall start shadowing the outgoing board from August 1st. Furthermore, the financial transition shall be completed by August 31st. If a newly board-elect resigns, the resignation will be effective immediately.

An internally reviewed financial statement (profit & loss and balance sheet) prepared (up to 3rd week of August) shall be signed by both the outgoing and the incoming Presidents. If the current President is serving another year, then the Vice President shall counter-sign the balance sheet. The Internal Advisory Committee members shall bear witness and sign as such.

This shall be followed by the Internal Advisory Committee offering traditional scarves (khatags) to all the members of the out-going and in-coming boards on behalf of the community.

The rest of the agenda for the Democracy Day celebrations will follow this ceremony.

### ***Resignations of a member of the Board of Directors:***

Any member of the board of directors may resign by giving notice to the effect, at least one month in advance to the President.

### ***Termination of a member of the Board of Directors:***

A board member shall be dropped for excess absences from the board meetings. If a board member has three unexcused absences from board meetings in a year he/she shall be dropped. A board member may also be removed for other reasons such as misuse of public funds or involvement in any activity detrimental to the organization's reputation and credibility. Such removal can be done by 2/3 majority of votes of *board or general body meeting*.

### ***Method of Replacing Vacant Seats on the Board of Directors:***

Vacancies on the board of directors may occasionally arise due to resignation, termination, or medical hardship or death of a current board member. Vacancies may also occur when the board of directors decides to increase its size.

Vacancies thus caused shall be filled from the remaining names on the list from last election. This list is to be maintained by the president/secretary at the TANC office. If for any reason the list is unavailable or has been exhausted, the board of directors shall ask the TANC election committee to conduct fresh election and convene a GB meeting for the purpose.

### ***Board of Directors Meetings:***

The board of directors shall meet periodically, as needed. Meetings shall be presided over by the president and in his/her absence, shall be presided over by the vice president. In the absence of both these persons, the directors attending the meeting shall choose one from amongst them to chair the meeting.

### ***Quorum:***

The quorum for meetings of the board of directors shall be 2/3 of the board members, without which the meeting cannot pass any motion. However, if the meeting begins with the necessary quorum but loses numbers due to early departures, the meeting shall be considered as having necessary quorum and business can be transacted. Decisions can be made with a simple majority vote except in the case of removal of board member(s) and amendments to the bylaws and operational manual where 2/3 majority is needed. The President shall exercise his/her casting vote in case of tie vote.

In rare and urgent circumstances, decisions may be made by the board without meeting in person as long as the majority members of the board give their written approval of the decision (for example, via e-mail). Such approval is recorded by the secretary and maintained in TANC files.

### ***Officers of the Board of Directors:***

After election of new board of directors, Advisory Council shall set the date of election of new president before July 31<sup>st</sup> and call the meeting of the newly elected and continuing board members. The Election Committee shall conduct the election. Advisory Council shall witness the election.

The incoming President assigns the responsibilities to newly elected members of the board as per their interest, and experience.

The officers shall serve in their designated office for the remainder of their term for two years. The president and board could shuffle the role of officers, if required.

### ***The President***

The president is the chief executive officer of TANC and subject to the control of board of directors. The President holds primary responsibility to supervise and administer the affairs of the organization.

The responsibilities of the President include, but are not limited to, the following:

- 1) Preside over all meetings of the board of directors, special meetings and general membership meetings.
- 2) Execute on behalf of TANC any deeds, mortgages, bonds, contracts, or checks with the approval of the board and/or the general membership meeting as the case may be.
- 3) Maintain contact with the Office of Tibet in Washington D.C, and North American Chithues and represent TANC in all meetings convened by the Office of Tibet.
- 4) Represent TANC, when requested, during meetings with local Tibet Support Groups and other Tibetan Associations, and Tibet-related NGOs as approved by the Board.
- 5) Has discretionary power to sanction up to \$100 twice in any three months period.
- 6) Co-sign all TANC checks, along with the Treasurer/Accountant

- 7) In his/her absence, assign the vice president or another representative to attend various meetings with the board's advice and approval.
- 8) To assigns the responsibilities to other members of the board as per their interest and experience.
- 9) The President shall ensure TANC activities are in compliance with TANC By-law and Operational Manual.
- 10) Maintain records of TANC's property and assets.

***The Vice-President:***

The Vice-President is selected from amongst the board members.

The responsibilities of the Vice-President include, but are not limited to, the following:

- 1) Assist the President in carrying out all of his/her duties as described above.
- 2) In the absence of the President, or in the event of his/her inability or refusal to act, the Vice-President shall assume all the responsibilities of the president.
- 3) Carry out other duties as assigned by the board of directors.

***The Secretary:***

The Secretary is elected from amongst the board of directors.

The responsibilities of the Secretary include, but are not limited to, the following:

- 1) Maintain all TANC documents such as the TANC Articles of Incorporation, By-laws, Operational Manual, Records and Notes from all TANC meetings in the TANC office. Such documents are to be filed and maintained in a way that facilitates easy retrieval, when needed. (Refer to Appendix A. TANC Filing Guidelines)
- 2) Assume the role of the custodian of all TANC records as well as the seal of TANC. The seal is affixed to all duly executed documents.
- 3) Keep an updated notebook of minutes from all meetings of the board of directors, as well as from general membership meetings and any special or emergency meetings.
- 4) Handle all correspondence for TANC keeping copies of said correspondence in files at the TANC office
- 5) Provide notice of meetings at least three weeks prior to general membership meetings via e-mail and/or a phone tree message system. The notice should carry information about agenda, venue, date and time of the meeting. However, in the event of emergency situations, urgent meetings can be called without the stipulated advance notice.

### ***The Assistant Secretary:***

The president shall select one of the board members for the position of assistant secretary.

The responsibilities of the Assistant Secretary include, but are not limited to, the following:

- 1) Assist secretary in the execution of his/her responsibilities.
- 2) Maintain updated records of TANC members with their current addresses, phone numbers, email addresses and their membership fee payments.
- 3) Perform all the duties of the secretary, if the secretary is not able or unavailable to perform the tasks due to sickness, out-of-area travels and any other unavoidable circumstance.
- 4) Assist treasurer/accountant in collecting and maintaining records of incoming annual membership dues
- 5) Perform any other duties as assigned by the board.

### ***The Treasurer/Accountant:***

The President shall assign this responsibility to a board member with necessary skills, experience and knowledge.

The Treasurer's responsibilities include, but are not limited to, the following:

- 1) Maintain TANC financial accounts and *details of accounts and* ensure they are organized and accessible in the TANC office.
- 2) Disburse TANC funds as directed by the board.
- 3) Certify and present financial statements to board and general meetings on regular basis.
- 4) Prepare and present the annual budget for TANC in consultation with finance committee.
- 5) Arrange for TANC's accounts to be reviewed whenever needed and to file annual tax returns on schedule in consultation with the CPA. Returns must be filed by the 15th of the Fifth month after the end of the annual accounting period.
- 6) File statement of Information (Form SI-100) *to the Secretary of State, California*. It is biannual. The filing of the form will be on even years) For online filing:  
<https://businessfilings.sos.ca.gov/>
- 7) To collect *W9 and* issue completed 1099 to all contractors who have provided at least \$600 in services, including teachers and principal.
- 8) The reimbursement of purchase of food or other items as approved by the board.
- 9) Make all TANC payments by checks except in circumstances wherein petty cash payment has been authorized by the President. In such events, a detailed record of the cash transaction must be noted with receipts filed in the TANC office.

- 10) Sign check for all approved payments within 5-7 days.
- 11) Present quarterly report of membership due, Tibetan Green Book and financial report to board.
- 12) In general, perform all duties assigned to the office of Treasurer and such other duties as may be required by law, by the Articles of Incorporation of the corporation, or by operational manual, or which may be assigned to him or her from time to time by the Board of Directors.

***Cashier:***

The responsibilities of the Cashier include, but not limited to the following:

- 1) Take charge of all incoming funds and securities of TANC and deposit such funds in the bank or the trust selected by the Board of Directors
- 2) Make bank deposits within five to seven business days
- 3) Provide “Thank You and Tax Deduction Letter” with a copies of receipts for donations received in a timely manner.

***Event Coordinator:***

There are regular events which must be organized in line with CTA and other special events organized by the board. A list of both the categories of events, being organized hitherto is appended. (Appendix B: Events observed by TANC)

The responsibilities of the event coordinator, includes but not limited to the following:

- 1) Responsible for planning, preparation and organization of various TANC events.
- 2) Search and book venues appropriate for special events, e.g. teachings and initiations, concerts and performances and other large scale celebrations.

***Membership Coordinator:***

The responsibilities of the Membership Coordinator include, but not limited to the following:

- 1) Ensure collecting membership dues and keep updated membership book.
- 2) Encourage members to pay their due.
- 3) To issue physical ID card.
- 4) To set up membership collecting booth/table at major TANC events.
- 5) To report the membership due payment status to the board on the quarterly basis.

### ***Chatrel (Green Book) Coordinator:***

Chatrel is an annual token financial contribution from an individual Tibetan to the Central Tibetan Administration, Dharamsala.

The responsibilities include, but not limited to the following:

- 1) Liaise and follow guidelines of the Office of Tibet, Washington D.C.
- 2) Collect Chatrel and transfer it to the Office of Tibet, Washington D.C.
- 3) Should strive to enhance chatrel collection.
- 4) Maintain proper transactions of the chatrel collected.
- 5) Help fill up forms for new, lost or renewal of Green Book. (forms are available at <http://tibetoffice.org>)
- 6) Hand over Green Books received from OOT, DC to applicants
- 7) Be available every Sunday or every other Sunday (whichever the board decides) to collect chatrel.
- 8) Set up separate table for chatrel at the community gatherings.
- 9) Announce and remind the community of the chatrel collection dates and timings.

### ***Namchod Kyetsel (NK) Coordinator:***

*NK Coordinator serves in the Namchod Kyetsel Committee as a board representation.*

The responsibilities of the NK coordinator include, but not limited to the following:

- 1) To coordinate with Principal and NK Committee to arrange for the teaching of Tibetan dance, song and music to our children and interested young adults.
- 2) Coordinate presentation of dance and music performance during TANC events and on other events to show case our culture and identity.
- 3) To inspire and galvanize our young kids into taking more interest in the Tibetan dance and music.
- 4) To take charge of the costumes, props, and musical instruments and prepare detail inventory of them.
- 5) Help raise funds to procure new costumes and instruments.

### ***Cultural/Religious Coordinator:***

The responsibilities of the Cultural coordinator include, but not limited to the following:

- 1) To coordinate TANC religious events with event coordinator.

- 2) To keep inventory of religious items.
- 3) To keep account of Shug-tri and altar offerings with cashier or any other board member
- 4) To make access to shrine (CHOE-KHANG) and monitor during gatherings
- 5) Condolence visit to the family of the deceased member.

***Property Manager:***

- 1) Review existing tenant leases and draft new agreements
- 2) Assist the Board in setting appropriate rents
- 3 Track all maintenance issues such as - leakage, malfunction, breakage or items needing replacement - and take necessary and prompt action
- 4) Market the space for other revenue generating activities such as meetings, workshops, exhibitions, screenings, receptions, birthday parties, etc. in consistence with TANC Rental Policy.

**SOCIAL & CULTURAL SERVICES**

1. Visits by the Heads of the religious sects of Tibet in the Bay Area:

In the event of the visit by the heads of the four Buddhist sects and the Bon Tradition of Tibet to the bay area, the TANC Board shall officially receive them and organize teachings/initiations/ talks for our members. The TANC will not be able to accord the same arrangements to other visiting lamas of any sects. However, if private individual(s) or group(s) intends to organize teachings/initiation/talk by the visiting spiritual teacher(s), at TANC community center, the TANC board can help send email announcement to its members regarding the event. The phone tree messaging facility, however, shall not be made available even upon payment of the expenses.

2. TANC shall receive Chief Justice Commissioner, Chithue Tsoktso (Speaker), Sikyong, Kalons (Cabinet ministers), and the 2 North America Chithues when they make official visit to Northern California.
3. TANC shall receive other CTA officials visiting the Bay Area on official tour at the direction of Office of Tibet, DC.

**Finance:**

***Fiscal Year:***

The fiscal year of TANC shall be a calendar year- begin on 1st January and end on 31st December each year.

## **Annual Budget:**

Treasurer/Accountant and Finance Committee shall prepare and present the annual budget for TANC by gathering draft annual budget proposals from various TANC committees-Namchod Keytsel Committee, Health Committee, Youth Committee, Election committee, Tibetan Green book committee, Resources and Development Committee, etc. and present them to the Board for final budget approval.

The purpose of budgeting is to:

1. Provide a forecast of revenues and expenditures, that is, construct a model of how our business might perform financially if certain strategies, events and plans are carried out.
2. Enable the actual financial operation of the business to be measured against the forecast.

It is therefore essential to prepare and pass a yearly budget in advance, and work towards running the organization accordingly.

The Guidelines for TANC Annual Budgeting Process shall be followed (Appendix C).

## ***Internal Audit Review:***

The board shall arrange an internal audit review of TANC accounts every year by the end of January, in order to provide more transparency to the financial situation of the organization. The community members with auditing skills and experience shall be approached to provide pro bono service or at best, pay a nominal fee.

## **COMMITTEES:**

### ***TANC Committees:***

TANC Board of Directors appoints members to various committees and can establish new committees as and when needed. The president shall take precaution while appointing committee members to avoid any conflict of interest. A committee cannot act independently of TANC. However, a committee can propose an idea or activity to the Board or at a General Body Meeting. A committee can raise funds for its activities in consultation with Board, but all expenditures and activities must be approved by the TANC Board of Directors in advance. All funds received in TANC accounts are TANC money except where the TANC has agreed to be a conduit for receiving donations/contributions on other's behalf. A TANC Board member will be represented in each committee.

### **Standing Committees:**

#### ***a) Executive Committee:***

The Executive Committee shall be comprised of the following members of the Board of Directors: the President, the Vice President, the Secretary, and the Treasurer/Accountant. The Executive Committee must immediately inform the rest of the members of the Board of Directors about its decision via e-mail.

The Executive Committee may take decision(s) occasionally as necessary, except with respect to:

- (i) The approval of any action which, under law or the provisions of By-law and Operational Manual, requires the approval of the board members or of a majority of all of TANC members.
- (ii) The filling of vacancies on the board or on any committee which has the authority of the board.
- (iii) The fixing of compensation of the directors for serving on the board or on any committee.
- (iv) The amendment or repeal of Bylaws, Operational Manual or the adoption of new Bylaws and Operational Manual.
- (v) The amendment or repeal or any resolution of the board which by its express terms is not so amendable or repeal able.
- (vi) The appointment of committees or members thereof.
- (vii) The expenditure of corporate funds to support a nominee for director after there are more people nominated for director than can be elected.
- (viii) The approval of any transaction to which this corporation is a party and in which one or more of the directors has a material financial interest, except as expressly provided in Section 5233 (d) (3) of the California Nonprofit Public Benefit Corporation Law.

The committee shall keep regular minutes of its proceedings, cause them to be filed with the corporate records, and report the same to the board from time to time as the board may require.

***b) Advisory Council:***

The former Presidents of TANC shall serve in the Advisory Council of TANC. The Committee shall have 3-5 members of TANC former presidents serving a two-year term on rotation basis, starting with the five most recent former Presidents. In the event a former president declines to serve or in absence, the previous president should be approached. The former TANC presidents shall serve in the committee from the most recent to the earliest period in sequence. The cycle shall follow once everyone serves a two-year term. The amendment shall be effective immediately starting 2017.

The council shall elect a chair in rotation basis for a year to lead. The council shall meet with board in the month of September and April every year to discuss on any affairs of TANC.

Advisory Council shall ensure and oversee smooth transition and transfer of responsibilities between the outgoing and the incoming board members. The council shall set the date of election of new president before July 31<sup>st</sup> and call the meeting of the newly elected and continuing board members. The Election Committee shall conduct the election. Advisory Council shall witness the election.

The advisory council shall send reminder to the board to prepare and approve annual budget by October 1<sup>st</sup> as per the finance policy. The board shall send a copy of the budget to advisory council and present to general members on December 10<sup>th</sup>.

An internally reviewed financial statement (balance sheet) prepared (up to 3rd week of August) shall be signed by both the outgoing and the incoming Presidents and counter-signed by the Internal Advisory Committee as witness.

The advisory council members shall be available for advice/suggestions to the Board whenever needed. The council can also offer advice and opinion, to the board, if deemed necessary. While such advice is not binding, it is the intent of the Board of Directors to learn from and consider the thoughts of the committee, especially in making critical or complex decisions.

***c) Namchod Kyetsel Committee:***

With the blessing of name by His Holiness the Dalai Lama, Namchod Kyetsel seeks to preserve Tibetan language, culture, music, performing arts and tradition of Tibet. The Namchod Kyetsel committee is comprised of the Principal, Namchod Kyetsel coordinator (as a board representative) and a representative of Parent's Association. The board may also appoint member(s) with expertise, experience, and skills in education field.

The Namchod Kyetsel shall be overseen by the TANC board and Namchod Kyetsel Committee.

Refer to addendum (Appendix D) for NK policy, role and responsibilities of Principal, Parent's Association and its Representatives.

Refer to Appendix E. Principal's and Teachers' contract agreement

***d) Health Promotion Committee:***

The Health Promotion Committee seeks to promote wellness and a healthier lifestyle amongst its members by offering linguistically and culturally sensitive health education program and services.

The responsibilities of the Committee include, but not limited to the following:

- 1) Organize two health camps a year (July and October) and follow up with the at risks members
- 2) Respond to queries made to the Community Health Hotline in a timely manner
- 3) Disseminate health related information, and play the important role of health promoters, educators, and health screeners in the community
- 4) Attend health fairs and related events as TANC representatives
- 5) Provide content and information for a health section on the TANC website
- 6) Fundraise and solicit both cash and in-kind donations for the Health Program
- 7) Be a mentor for members interested in pursuing a career in the healthcare sector

- 8) Maintain patients' health related information private and confidential.
- 9) All member and its volunteers should take HEPA on-line training certification. TANC could bear the cost.

***e) Youth Development Committee***

The Youth Program seeks to empower our young members, ages 11-21, through programs and activities that build self-esteem, strengthen leadership skills, positively socialize with peers, enhance capacity to make informed and healthier life choices, and promote the ethic of community service.

The responsibilities of the committee include, but not limited to the following:

- 1) Attend regular committee meetings
- 2) Recruit mentors/men-tees, tutors, potential YPC members, and volunteers
- 3) Organize events, camps, career days, etc.
- 4) Prepare program plan and budget
- 5) Organize and collaborate with TANC board to organize at least one Fundraising event for Youth Program
- 6) Prepare an annual program report
- 7) Monitor and evaluate current programs/activities, and assess ongoing needs

***f) Finance Committee:***

The Committee shall be composed of members with necessary skills, experience and knowledge in accounting and bookkeeping. The current Treasurer/Accountant *as the chair*, Cashier and additional members as recruited by board shall be part of the committee.

The responsibilities of the committee include, but not limited to the following:

- 1) To assist in developing TANC's annual budget per Appendix C.
- 2) To perform quarterly review of bookkeeping of TANC financial accounts
- 3) To offer advice and guidance to TANC Treasurer/Accountant and board on maintaining financial accounting of TANC in accordance to generally accepted accounting principles applicable to nonprofit organizations.
- 4) To suggest process improvements and implementations in financial matters.
- 5) To ensure proper and timely filing of all the federal, state and local taxes.
- 6) Finance committee is not responsible for internal audit review.

## **g) Resources and Development Committee (R&DC):**

### ***Roles and Responsibilities:***

A successful resources and development strategy requires strong and sustained support from a team of knowledgeable and dedicated individuals, who share the organization's mission. The role of the TANC R&DC is mainly to consolidate and realign the support from the local Tibetan community and our allies in other communities and possibly local businesses to further enhance the development efforts of TANC.

The responsibilities of the committee include, but not limited to the following:

- 1) Provide guidance to the TANC board in developing TANC's annual outreach and development goals.
- 2) Provide strategic guidance and organizational support to TANC board with respect to the following TANC's outreach and fundraising methods:
- 3) Direct mail (letter appeals)
- 4) Events/fundraisers
- 5) Gifts and donations
- 6) Community café initiative
- 7) Festival participations (Himalayan Fair, etc.)
- 8) Other new and creative means of increasing our support network that can help lead to alternative fundraising ideas (expansion to local businesses/corporations, collaborative fundraising, raffles, crowdfunding, etc.)
- 9) Provide grants management support to the ongoing programs funded through foundation, corporate, and government grants.
- 10) Support TANC board with prospective research, proposal writing, and applications
- 11) Advise TANC board on the development of outreach marketing materials
- 12) Support TANC board with donor outreach and cultivation.
- 13) Support TANC board with the solicitation of corporate and private donations
- 14) With support from TANC board, closely coordinate with TANC committees on fundraising initiatives and campaigns.
- 15) Help TANC board build TANC's endowment fund

### ***Composition and Term of the R&DC:***

The committee shall be composed of 5-10 members serving for a term of two years. The Committee comprise of the following members: TANC president and community members with knowledge and experience in fundraising, conducting prospective fundraising research, and grants management. The committee shall be co-chaired by the TANC president and one other member nominated by the committee members. The committee members to meet once during TANC's annual and mid-term budget review processes and consequently throughout the year as per various fundraising needs.

### **Special Committees:**

#### ***a) Building Committee***

The building committee seeks to supervise the renovation works, comply with city and legal requirements, maintain and upkeep the building, and help TANC Board raise funds to pay up the mortgage.

The committee's responsibilities include, but not limited to the following:

- 1) Assist the Board in enforcing the building use and safety policies. (See Appendix F. TANC Building Use Policy)
- 2) Organize and help fundraising events related to the building.
- 3) Review existing tenant leases and draft new agreements.
- 4) Assist the Board in setting appropriate rents.
- 5) Track all maintenance issues such as - leakage, malfunction, breakage or items needing replacement - and take necessary and prompt action.
- 6) Market the space for other revenue generating activities such as meetings, workshops, exhibitions, screenings, receptions, birthday parties, etc. in consistence with TANC Rental Policy.
- 7) Review existing tenant leases and draft new agreements
- 8) Assist the Board in setting appropriate rents
- 9) Track all maintenance issues such as - leakage, malfunction, breakage or items needing replacement - and take necessary and prompt action
- 10) Market the space for other revenue generating activities such as meetings, workshops, exhibitions, screenings, receptions, birthday parties, etc. in consistence with TANC Rental Policy.

***b) Local Election Committee:***

The Board shall appoint a 7-12 member local election committee in May, every year, ideally representing different areas of Tibetan concentration, e.g. Vacaville/Sacramento Area, Berkeley/Albany/El-Cerrito/El Sobrante Area, Oakland Area, San Francisco Area, South Bay and North Bay Area. The annual board election shall be conducted during the Trungkar celebration in July. The term of the committee shall be one year starting from May 1st through April 30th.

The responsibilities of the Committee include, but not limited to, the following:

- 1) Conduct and supervise election to the Board of Directors during Trung-kar celebration in July. The election shall be through secret ballot and the result announced the same day.
- 2) The committee shall obtain the nomination list of candidates for board election from TANC board by June 30th.
- 3) Submit the list of the elected candidates along with the number of votes to the Board of Directors
- 4) The hard copy of Election Results of TANC board with signatures of TANC Election Committee shall be documented at TANC office for one year until the next board election.
- 5) Conduct and administer free and fair election of Sikyong and North America Chithue.

***c) Operations Manual and By-laws Review Committee***

The Board shall appoint a Review committee whenever deemed necessary. The committee shall invite comments and suggestions from the general membership before finalizing amendments to the TANC Operation Manual and By-laws. The committee shall review and suggest amendments detailing the proposed changes and implications on TANC. The proposed amendments shall be discussed at a general membership meeting convened specifically for this purpose.

Every outgoing president may submit suggestion on Operational Manual and by-law based on their experience and document hard copy in TANC office. Board shall appoint Review Committee to initiate review of suggested changes to Operational Manual and By-laws every five years, if needed.

**Election Campaign of Sikyong and Chitue Official Candidates of Central Tibetan Administration (CTA):**

TANC shall act impartially in the Election campaign of CTA and its official candidates. It shall uphold following guidelines on the Election campaign of CTA's Sikyong and Chitue official candidate:

- 1) TANC shall not endorse or support any candidates

- 2) TANC shall allow rental of TANC community center Dhe-Shi Phuntsogling for the use of election campaign by official candidates of CTA's election of Sikyong and Chitue, without any favor or biased, strictly following TANC Rental and Building Use Policy as per Appendix F.

**Validity of the Operations Manual:** This is valid for internal use in running the operations of TANC. It is subservient to the TANC Bylaws and related state and federal laws. Therefore, any provision of this operation manual, if runs counter to State and Federal laws and TANC Bylaws, shall become null and void to the extent it is affected.

***Appendices:***

Appendix A. Filing guidelines

Appendix B. Events Observed by TANC

Appendix C. The Guidelines for TANC Annual Budgeting Process and template

Appendix D. Namchod Kyetsel policy, role and responsibilities of Principal, Parent's Association and its committee members

Appendix E. Principal's and Teachers' Contract Agreement

Appendix F. TANC Facility Rental & Building Use Policy

Appendix G. TANC Antidiscrimination Policy

Appendix H. TANC sexual harassment Policy

Appendix I. TANC Complaint procedure for Redressal

Appendix J. TANC Employment Policy

Appendix K. TANC Conflict of Interest Policy

Appendix L. TANC Travel and Per Diem Policy

## Appendix A. TANC Filing Guidelines

### Introduction

Electronic and hard copy files constitute the TANC's reviewable/auditable records and institutional knowledge. An organized filing system is essential to ensure important documents are well kept and easily accessible.

The Filing Guidelines outlines the document management system and procedures to be followed by the relevant TANC board or committee members or staff to properly file and manage TANC's electronic and hard copy files. TANC secretary is responsible for ensuring that TANC board and staff are trained and following these guidelines. TANC committees are recommended to follow these guidelines and TANC secretary shall ensure that each of the Committee co-chairs are trained on these guidelines as well.

### Electronic Copy Filing Procedures

TANC secretary shall work on establishing TANC's Electronic Filing Tree with the assistance of a consultant (or a knowledgeable/experienced person), if needed. This Filing Tree will be uploaded onto the TANC server (ideally) or onto one of the TANC's computers, designated as "Main" computer. A secured cloud based server system is also an option that could be made accessible to all the relevant Board members, staff, and committee co-chairs. TANC secretary shall be responsible for monthly review of the Filing Tree to ensure that files are uploaded accurately on a regular basis.

Confidential documents, like financial reports and human resources files, shall be stored in "secure folders" on the server or the main computer that are only accessible to TANC president, secretary, and the designated Board member or staff.

Practices to Follow:

- Save all electronic documents immediately on the server/Main computer as they are received, sent out, or updated. Do not keep files on individual computers or external hard drives.
- Only keep final versions of documents visible in folders. A history folder named "hx" should be created in each folder and subfolder as appropriate to file older versions of the documents.
- Naming Convention for Electronic Documents: Filename.MM.DD.YY (this allows easier location of the files/documents). Old versions of the documents are recommended to be saved under the history folder (hx folder).
- All e-mail correspondences should be saved under the relevant folder with the following file naming convention: YYMMDD Filename (e.g. 141117 CalBay contract terms)

### Hard Copy Filing Procedures

File cabinets shall be labeled clearly to facilitate finding files. Folders and dividers should be used.  
Practices to Follow:

- Label, file, and organize hard copy documents in accordance with the TANC File Tree 2
- Return hard copy documents to the file at the end of each day or when referred to.

Files that do not need to be filed in hard copy: Private mail, responses/requests for general information regarding TANC, incoming promotional mailings, draft versions of internal documents, etc.

### **Missing Documentation Request Process**

Where documents are determined to be missing, the following process applies:

Any relevant Board member or staff or committee co-chair who cannot find a document on the electronic server or file cabinets shall inform the TANC secretary. TANC secretary shall then try to locate the documents. If the document is not found, the TANC secretary shall consult with TANC president to obtain guidance on what next steps need to be followed regarding the missing document

## Appendix B. Events Observed by TANC

1. Full Moon Prayers (15th Day of every Tibetan month)
2. Losar – Tibetan New Year
3. Chotrul Duechen - Day of Miracles (15th Day of 1st Tibetan month)
4. Tibetan National Uprising Day (10th March)
5. Saka Dawa – Buddha Shakyamuni’s Birth, Enlightenment and Parinirvana (15th Day of 4th Tibetan Month)
6. Himalayan Fair (in May)
7. Trungkar Duechen - HH the 14th Dalai Lama’s Birthday (6th July)
8. Drug-pa Tse-zhi Chökhör Düchen First Turning of the Wheel of Dharma (4th of the 6th Tibetan month)
9. Mangtso Duechen – Tibetan Democracy Day (2nd September)
10. Gupa Lhabhab Duechen, Buddha Shakyamuni's Descent from the Heaven (22ND day of 9th Tibetan Month)
11. Congressional Gold Medal Award to HH the Dalai Lama (17th Oct)
12. Nobel Peace Prize Day (10th Dec)

## Appendix C. Guidelines for TANC Annual Budgeting Process

**Fiscal Year:** *January 1 – December 31*

**Purpose:** The purpose of TANC’s annual budgeting process is to:

1. Provide a forecast of TANC’s annual revenues and expenditures and finalize the organization’s budget for the fiscal year
2. Guide TANC board in executing the organization’s activities and events during the year
3. Enable TANC’s board to make strategic short-term and long-term decisions regarding the organization and its programs
4. Engage all the program Committees in a truly democratic and participatory fashion in formulating TANC’s agenda for the year
5. Overall, provide information to the TANC board and members regarding the state of organization’s finances

**Budget Preparation/Formulation Process:** TANC Treasurer/Accountant shall prepare the draft budget in consultation with the TANC Finance Committee. Following timeline is recommended to be followed for the annual budgeting process. It is recommended that TANC Treasurer sends this timeline to the respective program Committees approximately two months before the start of the new fiscal year.

No.	Action Step	Responsible	Timeline
1	TANC Treasurer/Accountant to send the notification to the Committees (Health Committee, Youth Committee, Namchod Kyetsel Committee, Resources and Development Committee, Finance Committee, Election Committee, and others) to submit their annual budget	TANC Treasurer/Accountant	<i>October 1<sup>st</sup></i>
2	Committees to review their annual plans for the upcoming fiscal year	Committee members led by the co-chair	<i>October 1 -15</i>
3	Draft annual budget based on the annual plan	Committee co-chair in consultation with the Committee members	<i>October 15 - 25</i>
4	Submit draft budget to TANC Treasurer/Accountant	Committee co-chair <sup>1</sup>	<i>October 25</i>
5	Initial review of the draft budget and clarifications/feedback to the Committees	TANC Treasurer/Accountant and Finance Committee in consultation with the Resources and Development Committee	<i>October 25 – November 5</i>

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<sup>1</sup> Donor-funded programs may be required to submit their annual plans and budget separately as per the requirements of the donors. TANC president will inform the relevant committee co-chairs in such cases.

6	Submit revised budget based on clarifications/feedback from TANC Treasurer and Finance Committee	Committee co-chair in consultation with the Committee members	<i>November 5 - 15</i>
7	<ul style="list-style-type: none"> <li>Finalization of the annual budget for TANC's various programs</li> <li>Finalization of TANC's general budget including overheads, fundraising, campaigns, events, meetings, and miscellaneous</li> </ul>	TANC Treasurer/Accountant and Finance Committee in consultation with the Resources and Development Committee	<i>November 15 - 25</i>
8	Propose TANC annual budget to the TANC Board for review and approval	TANC Treasurer/Accountant and Finance Committee	<i>By November 25<sup>th</sup></i>
9	Approval of the annual budget and notification of the finalized budget to each of the Committees	TANC Board	<i>November 25 - 30</i>

**Mid-term Budget Review and Approval:**

In order to incorporate any changes in the programs and activities and their budget, TANC board will review and approve such adjustments during the mid-term budget review and approval process, typically conducted around mid-February to mid-March of the year. Following timeline is recommended to be followed for this process.

No.	Action Step	Responsible	Timeline
1	TANC Treasurer/Accountant to send the notification to the Committees to submit their revised annual budget	TANC Treasurer/Accountant	<i>June 15<sup>th</sup></i>
2	Committees to revise their annual budget based on changes in their programs and activities	Committee members led by the co-chair	<i>June 15 – 25</i>
3	Submit draft revised budget to TANC Treasurer/Accountant	Committee co-chair	<i>June 25<sup>th</sup></i>
4	Initial review of the draft revised budget and clarifications/feedback to the Committees	TANC Treasurer/Accountant and Finance Committee in consultation with Resources and Development Committee	<i>June 25 – July 5</i>
5	Submit the finalized revised budget based on clarifications/feedback from TANC Treasurer/Accountant and Finance Committee	Committee co-chair in consultation with the committee members	<i>July 10<sup>th</sup></i>
6	Review and approval of TANC's revised annual budget and notification of the finalized budget to each of the Committees	TANC Board	<i>By July 15<sup>th</sup></i>

Attached budget templates are recommended to be used but these may be tailored as needed:

Budget Template 1: TANC budget

Budget Template 2: TANC Program/Committee budget

**Appendix D. Namchod Kyetsel Policy, Role and Responsibilities of Principal, Parent’s Association and its Committee Members**

**Namchod Kyetsel (NK) Policy:**

**Scope & Goal:** To focus education on teaching Tibetan langaug (reading, writing, comprehension, and speaking), music and performing arts.

1. Admission to Namchod Kyetsel (NK) Programs shall be open to *everyone* residing in the Northern California.
2. Dhanglang Chatrel (Green book) and TANC membership dues shall not be criteria for an admission to NK.
3. Tuition fees for each parent/guardian will be as follows:

Number of Child	Annual Tuition fee (10 months)
One	\$250.00
Two or more	\$400.00

4. The TANC may raise tuition fees as and when needed in consultation with Namchod Kyetsel Committee (NKC) and Parent’s Association.
5. Vacancies for principal’s or teachers’ positions shall be posted on the TANC website with contact details.
6. Application process, including interviews, for NKC shall be conducted by NKC.
7. Application process, including interviews, for NK Principal shall be conducted by NKC and TANC President.
8. Teacher/Principal compensation shall be based on qualification and experience.
9. The teacher/principal is considered an independent contractor and is responsible for income tax, worker’s compensation, insurance and other such deductions and payments
10. TANC Policies including employment, ADA and sexual harassment policies, will be upheld in selecting and awarding contract to the most qualified candidate.
11. NK principal and teachers shall sign a contract with TANC which shall be renewable after every two years.
12. NKC reserves the right to terminate or end renewal of the contract.
13. NK shall strictly follow North American Tibetan Association (NATA) text books and Sherig (Department of Education, CTA) guidelines for Tibetan language evaluation/assessment for North American Tibetan students.
14. NK school shall use U-chen calligraphy in classroom instructions as adopted by NATA
15. Namchod Kyetsel School shall perform at major TANC events
16. NK committee and school shall provide clear guidelines and instructions on on food allergy prevention and management. The common food allergens such as eggs, milk, peanuts, tree nuts, soy, wheat, shellfish and fish are prevalent in the American Diet.
17. NK committee and school shall provide annual safety/emergency drill to reinforce proper evacuation routes and practices in the event of emergencies such as fire, earthquake, shooting etc.
18. NK committee and school to provide teaching orientation and workshop to teachers such as Social, Emotional, and Ethical (SEE) Learning.
19. NK School principal to be evaluated by Namchod Kyetsel Committe; and teachers to be evaluated by NK school principal. The TANC board shall ensure the evaluation process and collect review reports.

**The roles and responsibilities of Principal, not limited to, as follows:**

- Supervise teachers and volunteers and conduct performance evaluation.
- Ensure contractual agreement waiver is signed between TANC and teachers.

- To advise TANC board on renewal/extension or termination of contract term between above mentioned parties based on annual performance review of teachers.
- Prepare annual report of Namchod Kyetsel as and when required by TANC and funders.
- Submit budget proposal to the TANC by end of November every year for approval.
- Arrange classrooms and other associated facilities for the school.
- Authorize purchases of teaching materials etc. amount of which is pre- budgeted and approved by TANC board as per procurement policy (to be drafted later)
- Maintain school admission record.
- Liaison with TANC and Parent's Association for activities such as School Annual Day, Fund raising from the Tibetan community and other events where school and students are involved.
- Prepare time table and school annual calendar.
- Ensure that the lessons plans are submitted by the teachers one week in advance from the start of the school. Make copies ready for distribution to all the parents on the first day of the school.
- Coordinate with the Parent's Association in redressing grievances and genuine complaints of the parents.

**The roles and responsibilities of Parent's Association (PA) Committee, not limited to, as follows:**

- PA Committee members shall assist school in organizing any events beyond standard school functions such as:
  - Organizing school field trips
  - Dance performances
  - Community outreach
  - Teacher/Student appreciation event
  - Fundraising events
- To coordinate with parent volunteers to plan and provide above activities as well as classroom activities that support lesson plans given to the students.
- Monitor parents' participation in class and ensure permission from NK principal.
- To liaison between Namchod Kyetsel and parents.
- To provide new ideas and suggestions to Namchod Kyetsel Committee to enhance overall educational goal in compliance with TANC Namchod Keytsel policy
- Elected PA committee members shall communicate relevant activities and current issues of the school to the parents via email or social media.
- To collect Namchod Keytsel tuition fee.
- To inform Principal and Namchod Keytsel Committee of any proposed action plan that Parent's Association would like to undertake.

**Parent's Association (PA):**

- Every parent shall be a member of the Parent's Association. Parents of former Namchod Kyetsel students can opt to remain with Parent's Association.
- Parent's Association shall elect its Representatives every two years. The number of PA Representatives shall be between five to seven members who can internally elect their leader.
- Parent's association meeting shall be held twice each semester.

Appendix E: Tibetan Association of Northern California (TANC)  
Namchod Kyetsel Committee (NKC)  
5200 Dalai Lama Ave Richmond, CA 94804

**Principal Contract Agreement**

It is hereby agreed between the Tibetan Association of Northern California (hereafter “TANC”) and

**Last Name:** \_\_\_\_\_ **First Name:** \_\_\_\_\_ **MI:** \_\_\_\_\_

**Address:** \_\_\_\_\_

(hereafter “Contractor”) on this \_\_\_\_\_ day of \_\_\_\_\_, 2017 that the TANC offers the above named person the contract of Namchod Kyetsel (NK) Principal for \_\_\_\_\_ year (s).

**Responsibilities:** The responsibilities of a Principal include but not limited:

- Supervise teachers and volunteers and conduct performance evaluation.
- Ensure contractual agreement is signed between TANC and teachers.
- To advice TANC board on renewal/extension or termination of contract term between above mentioned parties based on annual performance review of teachers.
- Prepare annual report of Namchod Kyetsel (NK) as and when required by TANC and funders.
- Submit budget proposal to the TANC by mid-August for approval.
- Arrange classrooms and other associated facilities for the NK.
- Authorize purchases of teaching materials etc. amount of which is pre- budgeted and approved by TANC board
- Maintain NK admission record.
- Liaison with TANC and Parent Association Committee for activities such as NK Annual Day, Fundraising from the Tibetan community and other events where school and students are involved.
- Prepare time table and NK annual calendar.
- Ensure that the lessons plans are submitted by the teachers one week in advance from the start of the NK. Make copies ready for distribution to all the parents on the first day of the NK.
- Coordinate with the Parent’s Association in redressing grievances and genuine complaints of the parents.
- To ensure Namchod Kyetsel functioning in compliance with its policies.

**Contract Period:**

Contract will commence on or after \_\_\_\_\_ and conclude on \_\_\_\_\_.

Both parties agree that there is no contractual obligation after the end date of this \_\_\_\_\_ year(s) contract, and the contractor understands that he/she has no legal cause against the TANC or NK Committee if a contract is not offered to him/her for a following year. The TANC board reserves

the right to cancel this contract for cause; otherwise, either party may cancel this contract on 30 days written notice.

**Compensation (before taxes):** \$ \_\_\_\_\_ per hour.

The compensation shall be made monthly by the tenth day of a following month.

The relationship between TANC and teacher shall be and at all times remain that of independent contractor. NKC and teachers specifically agree that teachers shall be treated as an independent contractor for federal and state income tax purposes and worker's compensation.

**Licensure:**

Type of degree/Principal Certificate held: \_\_\_\_\_(optional)

I have read, understood and agree to the terms and conditions described above and I accept this contract.

Contractor's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

TANC President: \_\_\_\_\_ Date: \_\_\_\_\_

Tibetan Association of Northern California (TANC)  
Namchod Kyetsel Committee (NKC)  
5200 Dalai Lama Ave Richmond, CA 94804

**Teacher Contract Agreement**

It is hereby agreed between the Tibetan Association of Northern California (hereafter “TANC”) and

**Last Name:** \_\_\_\_\_ **First Name:** \_\_\_\_\_ **MI:** \_\_\_\_\_

**Address:** \_\_\_\_\_

(hereafter “Contractor”) on this \_\_\_\_\_ day of \_\_\_\_\_, 2017 that the TANC offers the above named person the contract of Namchod Kyetsel (NK) Principal for \_\_\_\_\_ year (s).

1. A contractor is subject to the direction of the Principal, as delegated by the Board of Directors of the Tibetan Association of Northern California.
2. For teaching services lawfully and properly performed, the TANC shall pay the contractor, at the times specified herein, according to this contract, pursuant to the TANC’s payment schedule.
3. A contractor must abide by all TANC Namchod Kyetsel (NK) policies and procedures. These policies and procedures may be amended without notice. In addition, a contractor is expected to understand and support the educational philosophy and policy of Namchod Kyetsel, and to work conscientiously and professionally to carry out the mission, goals and objectives of the NK.
4. In addition to regular and customary classroom responsibilities and duties, a contractor may be assigned additional duties, both inside and outside the classroom, which may be necessary for the proper functioning of the NK.

**Contract Period:**

Contract will commence on or after .....(mm/dd/yyyy) and conclude on .....(mm/dd/yyyy).

Both parties agree that there is no contractual obligation after the end date of contract year(s), and the contractor understands that he/she has no legal cause against the TANC or NK Committee if a contract is not extended.

The TANC board, in consultation with Namchod Kyetsel Committee, reserves the right to cancel this contract; otherwise, either party may cancel this contract on 30 days written notice.

**Compensation (before taxes):** \$ \_\_\_\_\_ per hour.

The compensation shall be made monthly by the tenth day of a following month.

The relationship between TANC and teacher shall be and at all times remain that of independent contractor. NKC and teachers specifically agree that teachers shall be treated as an independent contractor for federal and state income tax purposes and workers' compensation.

**Licensure:**

Type of degree/Teacher's Certificate held: \_\_\_\_\_(optional)

I have read and agree to the terms and conditions described above, and I accept this contract.

Contractor's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

TANC President's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Appendix F: TIBETAN ASSOCIATION OF NORTHERN CALIFORNIA**  
**[ Dheshi Phuntsokling Community Center]**  
**5200 Dalai Lama Avenue, Richmond, CA 94804**

**FACILITY RENTAL & BUILDING USE POLICY**

Submission of this rental application & signed agreement acknowledge that you have read and understood the entire TANC rental policy, and agree to abide by the TERMS & CONDITIONS spelled out in the TANC Rental Agreement. TANC reserves the right to deny use of DPLCC facility to any outside group if such a use is deemed contrary to TANC's mission, purposes, and commitments. For questions and concerns, contact [board@tanc.org](mailto:board@tanc.org).

Cigarette Smoking, drug use, and consumption of alcoholic beverages on the DPLCC property is strictly prohibited.

Renter signing the rental Agreement/Application must be at least 21 years old and above, and must submit a valid State issued Driver's License or Identification Card.

**RENTAL FEES**

1. HALL Rental: 10 Hrs. Rental: Members price of \$525.00 and non-members price of \$700 for renting Main Hall (up to 10 hrs.) & \$50 for each additional hour.
  2. KITCHEN Rental:10 Hrs. Rental: Members price of \$300.00 and non-members price of \$400 for renting Main Hall (up to 10 hrs.) & \$50 for each additional hour. (*Kitchen appliances, tools and equipment included except for gas cylinder fees.*)
  3. HALL Rental:4 Hrs. Rental: Members price of \$ 300 and non-members price of \$400 for renting Main Hall (up to 4 hrs.) & \$50 for each additional hour.
  4. KITCHEN Rental:4 Hrs. Rental: Members price of \$ 150.00 and non-members price of \$200.00 for renting Main Hall (up to 4 hrs.) & \$50 for each additional hour. (*Kitchen appliances, tools and equipment included except for gas cylinder fees.*)
  5. Renter must provide prove of Liability Insurance policy or shall pay extra fee of \$100/day for the same. TANC can facilitate the purchase, if requested.
- Please be aware that the renter will be responsible for the cost of cooking gas (*Small propane tank \$25 and large propane tank \$50*) which is not included in the Kitchen rent.

**FLAT RATE RENTALS:**

1. \$75 for meeting room rental (up to 3 hours). \$10 for every additional hour.
2. \$400 for the exterior open space rental (up to 8 hours). \$25 for every additional hour
3. Event Organizers may rent Potala Banner (20'x45') for a flat rate of \$70/day for use within

DPLCC compound. Potala Banner is not allowed to use outside DPLCC compound.

4. Event Organizers may also rent TANC's complete Audio System for a flat rate of \$400/day and rent Projector for a flat rate of \$50/day.
5. TANC Members & affiliated Organizations may rent TANC Van for a flat rate of \$100/day. Renter shall refuel the Van to the same level you received when you picked up the Van.

\*Please note that the customers are responsible for total charges for repairs and replacement depending on the degree of damage if TANC find a returned item damaged.

#### **DISCOUNT:**

- Paid TANC Members are offered a 25% discount on all event-related rental fees.
- All Non-Profit Organizations are eligible for a 25% discount rate on all rentals.
- Religious event benefiting TANC community members are eligible for a 35% discount rate on all rentals.
- CTA Official Sikyong and Chitue Election candidates shall enjoy one time of 50% rental discount
- SF RTYC and SFT will be given an opportunity to host one free event annually with the Hall rental only.

Thank you for your interest in hosting your event at the DPL facility. Your reservation will be confirmed upon receipt of your security deposit along with your application & all related supporting documents.

**NOTE: Up to 2 hours preparation time will be allowed without any charge.**

**Preparation time exceeding 2 hours will be charged the hourly rate without exception.**

#### **2. SECURITY DEPOSIT**

- a. Security deposit is \$200 (two hundred dollars).
- b. All fees for use shall be paid in advance to TANC.
- c. Fees will be refunded if the facilities are not available or if reservation is cancelled twenty-four (24) hours prior to scheduled usage.
- d. The fee is to be applied against damage if applicable but otherwise is returned to the Renter within 15 business days, AFTER inspection and PROVIDED the *rented* facility is returned in its original condition.
- e. TANC will deduct the cost of any damages to *rented* space or property from the security deposit.
- f. If the damage cost is more than the \$200 security deposit, the Renter will be responsible for paying TANC the balance of cost.

#### **2. REQUIRED DOCUMENTATION (WITH RENTAL APPLICATION)**

- a. Any individual or group using this facility is required to show proof of having **bodily injury and public liability insurance** in amount no less than one million dollars (\$1,000,000) per occurrence. Should the individual/organization not have liability insurance, an event insurance policy (minimum \$1,000,000) must be purchased.

- b. TANC, its board, officers, staff, and volunteers are to be named as **additional insured** in all policies related to the liability insurance coverage in b).
- c. Renter must **sign the Rental Agreement and the Release & Waiver of Liability Agreement** at least 48 hours prior to the event. Failure to sign the above documents may result in denial of the TANC facility for the event.
- d. TANC will be indemnified (compensated for loss or harm) by any group against any and all liability losses, cost or damages for injury to persons or property arising out of the group's use of these facilities where fall and injury hazards are a risk as well as against legal fees and/ or court costs incurred by TANC in connection with claims, suits or judgments, or with attempts to procure, or in procuring release from liability, or in attempting to recover or recovering losses or expenses paid, for acts arising out of a group use of the TANC's facilities.

### 3. FACILITY AND BUILDING SAFETY AND USE REGULATIONS

**The following rules and regulations shall be observed at all times.** Renters are responsible for informing their guests/event attendees of the following facility regulations and those outlined in TANC's Facility and Building Use Policy.

**TANC is not responsible for, nor encourages or endorses, the purpose and intent of the event(s) organized by the Renter or the renting organization.**

#### A. Set Up Regulations

- a. TANC will open the door up to 2 hours before the event unless otherwise agreed upon in writing. Extra charges will apply as noted under RENTAL FEES above.
- b. All pets and animals are prohibited in the TANC facilities except for service animals.
- c. Decorations or signs may be used if fastened with masking tape **ONLY** and must be completely removed following rental use. Tacks, pins, staples, scotch tapes, or nails may not be used.
- d. Trash bags, vacuum cleaners, brooms and mops are available for use in the closet.
- e. All vehicles should be parked in the designated parking areas only.
- f. Renter must provide adequate *childcare and* adult supervision **AT ALL TIMES**.
- g. In the event that there are more than one event or function scheduled at the same time, Renters are expected to be respectful of other user groups.

#### B. Noise Level Regulations

- a. It is unlawful to create (or permit) any excessive or annoying noise. Loud music or excessive voice outside the building and parking lots is strictly prohibited and will result in termination of the event and denial of future use.
- b. It is the responsibility of the Renter to enforce this policy.
- c. Music is permitted inside TANC facilities only.
- d. Loud music inside TANC facilities will be prohibited past 10pm.
- e. TANC also prohibits lewd, loud and/ or rowdy conduct, either inside or outside the TANC building.

#### C. Fire Safety Regulations

**TANC's main building is protected by a fire sprinkler and a fire alarm system.**

- a. At **NO TIME** shall fire protection devices be rendered unusable by the blocking of fire extinguishers or fire alarm pull stations, or the covering of smoke detectors and/or audio/visual alarm devices.

- b. Decorations must not be attached to any fire protection device.
- c. Marked EXITS shall not be blocked under any circumstance.
- d. In case of fire alarm activation, exit the building immediately in a safe manner. Re-enter only at the direction of Fire Department officials on site

### **C. Drugs and Alcohol Consumption**

- a. No smoking is allowed in the building *and within TANC premises*.
- b. Unauthorized intoxicants, drugs, controlled substances and firearms are strictly prohibited. Any failure to observe these conditions will result in immediate reporting to the police, cancellation of any event in progress, and the prohibition of the Renter from any future use of TANC community facilities.

### **E. Damage or Breakage Rules**

- a. The Renter will be responsible for any and all damages.
- b. Notice of breakage, if any, should be reported to concerned staff immediately.
- c. In case of breakage or damage to any TANC-owned material(s) or equipment(s), the responsible Renter is expected to correct or pay for the damage, with building damage deposit applying.
- d. Any person found in possession of or damaging articles belonging to TANC or the TANC Community Building will be subject to appropriate legal action(s).
- e. TANC is not responsible for any lost, damaged or stolen personal items resulting from the event.

### **F. Clean-Up Regulations**

- a. Event should be wrapped up by 10:00 PM and doors locked by 11:00 PM sharp.**
- b. All windows and doors must be closed/locked, lights turned out, and stove and heat turned off at the end of the event. Failure to do so will result in a penalty fee of up to \$200 per event.
- c. All garbage and recyclables must be separated and put into garbage and recycle bins respectively, and securely closed in the designated area. **DO NOT** put garbage and recycle materials on the floor or any other place other than the designated space.
- d. Space, furniture and equipment used must be thoroughly cleaned before being returned to their original locations.
- e. Folding chairs, tables, and other furniture which may have been used or moved about, shall be replaced in the original location. Under no circumstances are renters permitted to move furniture from one room to another.
- f. Any TANC equipment, furnishings, or materials used must be left in the condition in which found.
- g. Every group including catering services is expected to leave the kitchen and its equipment clean and in place as it was found.
- h. All *equipment* must be physically returned to the appropriate TANC board member who signed the rental form. That board member will sign a receipt of return.
- i. Any equipment, decorations, or food brought in by the Renter or event attendees must be removed prior to the end of the rental period.
- j. The TANC is not responsible for any lost, damaged or stolen personal items during your rental period. Personal items found by TANC at the time of facility hand-over will be made available through “lost and found” for up to 48 hours after the event ends. Please contact [board@tanc.org](mailto:board@tanc.org).

**G: ACKNOWLEDGEMENT**

I, \_\_\_\_\_ [Name of the Renter], acknowledge that I have read the above TANC's Facility and Building Rental Policy in its entirety and accept responsibility for complying with the rental rules and regulations as noted in this Policy.

**Renter's Name (print):** \_\_\_\_\_ **Organization:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

## **Appendix G: TIBETAN ASSOCIATION OF NORTHERN CALIFORNIA**

### **ANTI-DISCRIMINATION POLICY**

The Tibetan Association of Northern California (TANC) is committed to treating all members with respect and dignity, and providing a work environment that is free of all forms of discrimination including discrimination under American Disabilities Act (ADA). Therefore, it is the policy of TANC to comply with all federal and state laws, regulations, and guidance issued by the Equal Employment Opportunity Commission (EEOC). Furthermore, it is TANC's policy not to discriminate against qualified individuals with disabilities in regard to application procedures, hiring, advancement, discharge, compensation, training or other terms, conditions and privileges of employment.

#### **PURPOSE**

TANC's antidiscrimination policy is intended to promote and ensure respect and dignity for all its employees, interns, and volunteers and to ensure TANC's compliance under the EEOC and ADA.

#### **SCOPE**

TANC prohibits all forms of discrimination including against people with disabilities. TANC employees, applicants, interns, and volunteers will not be discriminated against in the areas of age, marital status, medical condition (e.g., cancer or cancer related illness, AIDS/HIV or other related conditions), physical disabilities, mental disabilities, genetic characteristics, genetic information, veteran status, being a member of the military, national origin including holding a driver's license granted for undocumented workers and speaking another language, pregnancy and perceived pregnancy, ethnicity, race, color, religion and religious expression, sex(gender), sexual orientation and gender identity and expression.

This policy extends to employment by, admission to, and participation in, the programs, services, and activities of TANC. This policy applies to employees, independent contractors, interns, and volunteers.

Individuals who are currently using illegal drugs are excluded from coverage under the company ADA policy.

#### **IMPLEMENTATION**

The Board of Directors is ultimately responsible for implementing this policy, including the resolution of reasonable accommodation, safety/direct threat and undue hardship issues. However, the maintenance of a work place that is free from all forms of discrimination and harassment is the obligation of each and every TANC participant. Nothing in this policy shall be interpreted to restrict the rights provided under federal, state or local laws, or in any applicable Memorandum of Understanding.

Contact the TANC Board of Directors with any questions or requests for accommodation.

## PROCEDURES

TANC members, employees, interns, or volunteers who believe they are victims of, or are witnesses to, any form of discrimination under the above ADA law, are urged to submit a complaint to the Board of Directors.

When an individual with a disability requests accommodation and can be reasonably accommodated without creating an undue hardship or causing a direct threat to workplace safety, he or she will be given the same consideration for employment as any other applicant. Applicants who pose a direct threat to the health, safety and well-being of themselves or others in the workplace when the threat cannot be eliminated by reasonable accommodation will not be hired.

TANC will reasonably accommodate qualified individuals with a disability so that they can perform the essential functions of a job unless doing so causes a direct threat to these individuals or others in the workplace and the threat cannot be eliminated by reasonable accommodation or if the accommodation creates an undue hardship to TANC.

All employees are required to comply with the company's safety standards. Current employees who pose a direct threat to the health or safety of themselves or other individuals in the workplace will be placed on leave until an organizational decision has been made in regard to the employee's immediate employment situation.

## DEFINITIONS OF TERMS

As used in this ADA policy, the following terms have the indicated meaning:

- **Disability:** A physical or mental impairment that substantially limits one or more major life activities of the individual, a record of such an impairment, or being regarded as having such an impairment.
- **Major life activities:** Term includes caring for oneself, performing manual tasks, seeing, hearing, eating, sleeping, walking, standing, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, communicating and working.
- **Major bodily functions:** Term includes physical or mental impairment such as any physiological disorder or condition, cosmetic disfigurement or anatomical loss affecting one or more body systems, such as neurological, musculoskeletal, special sense organs, respiratory (including speech organs), cardiovascular, reproductive, digestive, genitourinary, immune, circulatory, hemic, lymphatic, skin and endocrine. Also covered are any mental or psychological disorders, such as intellectual disability (formerly termed "mental retardation"), organic brain syndrome, emotional or mental illness and specific learning disabilities.
- **Substantially limiting:** In accordance with the ADAAA final regulations, the determination of whether an impairment substantially limits a major life activity requires an individualized assessment, and an impairment that is episodic or in remission may also meet the definition of disability if it would substantially limit a major life activity when active. Some examples of these

types of impairments may include epilepsy, hypertension, asthma, diabetes, major depressive disorder, bipolar disorder and schizophrenia. An impairment, such as cancer that is in remission but that may possibly return in a substantially limiting form, is also considered a disability under EEOC final ADAAA regulations.

• **Direct threat:** A significant risk to the health, safety or well-being of individuals with disabilities or others when this risk cannot be eliminated by reasonable accommodation. • **Qualified individual:** An individual who, with or without reasonable accommodation, can perform the essential functions of the employment position that such individual holds or desires.

• **Reasonable accommodation:** Includes any changes to the work environment and may include making existing facilities readily accessible to and usable by individuals with disabilities, job restructuring, part-time or modified work schedules, telecommuting, reassignment to a vacant position, acquisition or modification of equipment or devices, appropriate adjustment or modifications of examinations, training materials or policies, the provision of qualified readers or interpreters, and other similar accommodations for individuals with disabilities.

• **Undue hardship:** An action requiring significant difficulty or expense by the employer. In determining whether an accommodation would impose an undue hardship on a covered entity, factors to be considered include:

- o The nature and cost of the accommodation.
- o The overall financial resources of the facility or facilities involved in the provision of the reasonable accommodation, the number of persons employed at such facility, the effect on expenses and resources, or the impact of such accommodation on the operation of the facility.
- o The overall financial resources of the employer; the size, number, type and location of facilities.
- o The type of operations of the company, including the composition, structure and functions of the workforce; administrative or fiscal relationship of the particular facility involved in making the accommodation to the employer.

• **Essential functions of the job:** Term refers to those job activities that are determined by the employer to be essential or core to performing the job; these functions cannot be modified.

The examples provided in the above terms are not meant to be all-inclusive and should not be construed as such. They are not the only conditions that are considered to be disabilities, impairments or reasonable accommodations covered by the ADA/ADAAA policy.

*Refer to Appendix I. TANC COMPLAINT PROCEDURE for redressal*

I have read the above policy and understand that I am protected against discrimination under EEOC and ADA and/or retaliation should it occur, I can file a formal complaint as per TANC's Complaints Procedure. I also understand that there will be no retaliation for my reporting any type of bona fide harassment, discrimination or retaliation.

Employee/Applicant's Signature:

Date:

Name in Print:

## **Appendix H: TIBETAN ASSOCIATION OF NORTHERN CALIFORNIA**

### **SEXUAL HARASSMENT POLICY**

The California Fair Employment and Housing Act (FEHA), prohibits unlawful discrimination and harassment in the work place. The law prohibits employers from discriminating against or harassing employees on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Effective January 1, 2015, the law added “unpaid interns or volunteers” to the list of individuals protected from workplace harassment.

Tibetan Association of Northern California (TANC) is committed to a workplace and community-space free of all forms of harassment, including sexual harassment.

#### **SCOPE**

It is the policy of TANC to regard any unlawful harassment of all interns, volunteers, employees, independent contractors and applicants for employment as a very serious matter. Unlawful harassment of any kind, including sexual harassment, in the workplace by any person is strictly prohibited. Community members that experience sexual harassment (as defined below) from a TANC employee, intern or volunteer including TANC board and committee members, are also protected under TANC’s sexual harassment policy.

#### **DEFINITIONS**

A. "Unlawful Sexual harassment" includes: unwelcomed sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature where:

1. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, or
2. Submission to or rejection of such conduct by an individual is used as a basis for employment decisions affecting such individual, or
3. Such conduct is severe or pervasive and has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or abusive environment.

B. Conduct which falls within the definition of unlawful sexual harassment may include, but is not limited to:

- a. Unwelcomed physical contact of a sexual nature such as patting, pinching or unnecessary touching.
- b. Overt or implied threats against an individual to induce him or her to perform sexual favors or engage in unwelcomed sexual relationships.
- c. Verbal harassment or abuse of a sexual nature, including intimating by way of suggesting a desire for sexual relations or the making of jokes or remarks of a sexual nature to or in the presence of an individual who finds them offensive.
- d. Use of sexually suggestive terms or gestures to describe an individual’s body, clothing or sexual activities.

- e. Displaying, printing, or transmitting offensive sexually suggestive pictures or materials in the workplace.

### **IMPLEMENTATION**

This policy is not intended to create needless intrusions on the freedom of speech or expression of employees nor to regulate employee's, intern's or volunteer's personal morality. It is intended to prevent any unlawful harassment in the workplace.

This policy shall be conspicuously posted at TANC's cultural center, Dheshe Phuntsokling and Namchod Kyetsel, for viewing by everyone who use the facility. Each employee, intern, volunteer shall read this policy, familiarize themselves with it, and sign the acknowledgment at the end of this policy of having received, reviewed and understood this policy. The acknowledgment shall become a part of TANC's records and personnel files.

### **COMPLAINT PROCEDURE**

A. Any employee or applicant for employment who believes that he/she has been subjected to any form of unlawful harassment in the workplace is expected and has a responsibility to report the matter. Any complaints of unlawful harassment should be made to the Chair of the complainant's committee or to the President of the Board of Directors. The complainant need not contact anyone that he/she believes to be an involved party. All complaints of unlawful harassment should be made within 60 days of the alleged harassment. Thereafter, a formal complaint form must be completed and signed by the complainant. Any committee members or employee who becomes aware of an alleged incident of unlawful harassment must report it to the committee chair or the President, or, if the matter involves the committee chair or the President, the incident must be reported to the Alternate as described in Section B.

B. If a sexual harassment complaint involves the President the complaint should be made directly to the Board of Directors. For such complaints, the requirements specified for the President in the remaining paragraphs of this Policy shall not apply. Instead, the Board of Directors (without the alleged perpetrator) shall investigate the complaint and make a report to the entire Board of Directors. If the complaint is unsubstantiated, the complainant and the President shall be so advised. If it appears that there may be a basis for the complaint, the complaint shall be presented to the Board of Directors for further investigation and remedial action where appropriate.

C. The President as the case may be, shall immediately record any complaint he/she receives on a complaint form regardless of the manner in which the complaint is received, indicating the date, persons involved, and a brief statement of the complaint. The complainant shall sign the complaint form. The President shall give a copy of the complaint to the alleged offender. All complaints shall be confidential to the extent possible.

D. The President shall conduct an investigation within 10 working days of receiving the complaint. The investigation shall include an interview with the complainant, the alleged offender, and any other persons who have knowledge of the subject of the complaint. The President or Alternate, as the case may be, within a reasonable time make written findings and a written determination.

E. If the President or Alternate finds that the complaint is unsubstantiated, the complainant and the alleged offender shall be advised of the right to appeal the decision to the Board of Directors. The appeal must be made within 30 days of receipt of notice to the complainant. The notice to the complainant shall contain the name and address of the President of the Board of Directors.

F. If the President finds that there is a basis for the complaint, the President shall take the appropriate remedial action, including but not limited to suspension or termination. The President shall advise the complainant and the alleged offender of the decision. The President shall also advise the complainant of the remedial action taken against the alleged offender, as well as the right of the complainant to appeal to the Board if he/she is not satisfied with the decision and/or the remedial action taken. Any appeal shall be filed with the Board Secretary with a copy to the President, within 30 days of notice to the complainant of the President's decision. The notice of appeal shall contain a statement of the grounds relied upon by the complainant.

G. Complainants who feel they have been harassed, discriminated or retaliated against on the basis of legally protected classification or activity may, within one year of the harassment, file a complaint with the California Department of Fair Employment and Housing through the following website: [defh.ca.gov](http://defh.ca.gov). H. TANC encourages and expects employees, interns and volunteers, including committee and board members, to immediately report any incidents of perceived unlawful harassment and to cooperate with any investigation of a complaint of unlawful harassment. TANC strictly prohibits any retaliation against any complainants for filing a complaint of perceived unlawful harassment or participating in the investigation of such complaint.

I have read the above policy and understand that I am protected against sexual or other harassment, discrimination and/or retaliation, and should it occur, I can report it to TANC board and my Committee Chair. I also understand that there will be no retaliation for my reporting any type of bona fide harassment, discrimination or retaliation.

Employee/Intern/Volunteer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Please print your name: \_\_\_\_\_

## **Appendix I: TANC COMPLAINT PROCEDURE**

A. Any employee or applicant for employment who believes that he/she has been subjected to any form of unlawful harassment in the workplace is expected and has a responsibility to report the matter. Any complaints of unlawful harassment should be made to the Chair of the complainant's committee or to the President of the Board of Directors. The complainant need not contact anyone that he/she believes to be an involved party. All complaints of unlawful harassment should be made within 60 days of the alleged harassment. Thereafter, a formal complaint form must be completed and signed by the complainant. Any committee members or employee who becomes aware of an alleged incident of unlawful harassment must report it to the committee chair or the President, or, if the matter involves the committee chair or the President, the incident must be reported to the Alternate as described in Section B.

B. If a sexual harassment complaint involves the President the complaint should be made directly to the Board of Directors. For such complaints, the requirements specified for the President in the remaining paragraphs of this Policy shall not apply. Instead, the Board of Directors (without the alleged perpetrator) shall investigate the complaint and make a report to the entire Board of Directors. If the complaint is unsubstantiated, the complainant and the President shall be so advised. If it appears that there may be a basis for the complaint, the complaint shall be presented to the Board of Directors for further investigation and remedial action where appropriate.

C. The President as the case may be, shall immediately record any complaint he/she receives on a complaint form regardless of the manner in which the complaint is received, indicating the date, persons involved, and a brief statement of the complaint. The complainant shall sign the complaint form. The President shall give a copy of the complaint to the alleged offender. All complaints shall be confidential to the extent possible.

D. The President shall conduct an investigation within 10 working days of receiving the complaint. The investigation shall include an interview with the complainant, the alleged offender, and any other persons who have knowledge of the subject of the complaint. The President or Alternate, as the case may be, within a reasonable time make written findings and a written determination.

E. If the President or Alternate finds that the complaint is unsubstantiated, the complainant and the alleged offender shall be advised of the right to appeal the decision to the Board of Directors. The appeal must be made within 30 days of receipt of notice to the complainant. The notice to the complainant shall contain the name and address of the President of the Board of Directors.

F. If the President finds that there is a basis for the complaint, the President shall take the appropriate remedial action, including but not limited to suspension or termination. The President shall advise the complainant and the alleged offender of the decision. The President shall also advise the complainant of the remedial action taken against the alleged offender, as well as the right of the complainant to appeal to the Board if he/she is not satisfied with the decision and/or the remedial action taken. Any appeal shall be filed with the Board Secretary with a copy to the President, within 30 days of notice to the complainant of the President's decision. The notice of appeal shall contain a statement of the grounds relied upon by the complainant.

G. Complainants who feel they have been harassed, discriminated or retaliated against on the basis of legally protected classification or activity may, within one year of the harassment, file a complaint with the California Department of Fair Employment and Housing through the following website: [defh.ca.gov](http://defh.ca.gov)

H. TANC encourages and expects employees, interns and volunteers, including committee and board members, to immediately report any incidents of perceived unlawful harassment and to cooperate with any investigation of a complaint of unlawful harassment. TANC strictly prohibits any retaliation against any complainants for filing a complaint of perceived unlawful harassment or participating in the investigation of such complaint.

I have read the above policy and understand that I am protected against sexual or other harassment, discrimination and/or retaliation, and should it occur, I can report it to TANC board and my Committee Chair. I also understand that there will be no retaliation for my reporting any type of bona fide harassment, discrimination or retaliation.

Employee/Intern/Volunteer Signature: \_\_\_\_\_ Date : \_\_\_\_\_

Please print your name : \_\_\_\_\_

## **Appendix J: TIBETAN ASSOCIATION OF NORTHERN CALIFORNIA (TANC)**

### **EMPLOYMENT POLICY**

#### **Equal Employment Opportunity**

TANC provides equal employment opportunity for all applicants and employees. This means that TANC will not discriminate or tolerate discrimination against employees based upon race, color, religion, gender, national origin, sexual orientation, age, military duty, disability, veteran's status or any other basis protected by federal, state or local law.

#### **Employment Status**

Employees of TANC are assigned an employment status based on their work schedule, as follows:

**Regular full-time employees** are those employees who are regularly scheduled to work in a position at least 40 hours per week.

**Regular part-time employees** are those employees who are regularly scheduled to work less than 30 hours per week.

**Per Diem** ("PRN") and **Contract Worker** are those employees who are not regularly scheduled to work and who work as needed or on an occasional basis.

**Interns** will not receive any compensation or benefits.

TANC may change the employment status of its employees because of financial necessity or if there is a change in your work schedule.

#### **Wage**

TANC will pay wages/salary/compensation commensurate with experience and qualifications. TANC will comply with California's current minimum wage policy.

#### **Overtime**

Employees will be paid overtime, at the rate of: one and a half (1½) times the employee's regular rate of pay for all hours worked in excess of forty (40) hours in a workweek or eight (8) hours up to and including 12 hours in any workday, and for the first eight (8) hours worked on the 7th consecutive day of work in a workweek; and two (2) times the employee's regular rate or pay for all hours worked in excess of twelve (12) hours in any workday and for all hours worked in excess of eight on the 7th consecutive day of work in a workweek.

#### **Meals Breaks**

Employees will be provided with a meal period of no less than a 30-minute when they work more than five (5) consecutive hours. Meal breaks are not considered time worked.

## **Employee Conduct**

### Standards of Conduct

TANC's employees are expected to act in a professional, responsible, and courteous manner at all times. Such behavior fosters a positive and productive working environment. Conversely, inappropriate or unprofessional behavior is disruptive and unproductive. Moreover, inappropriate conduct is cause for discipline, up to and including immediate termination of employment.

This list is intended to be representative of the types of activities that may result in disciplinary action, up to and including termination. It is not intended to be comprehensive and, therefore, TANC may impose discipline up to and including termination for violations or inappropriate conduct not listed below:

- Willful violation of a policy, rule, or regulation
- Excessive absenteeism or any absence without appropriate notice or habitual tardiness
- Unauthorized use of telephones, mail system, or social media
- Unauthorized disclosure of confidential information
- Engaging in acts of dishonesty, fraud, theft, or sabotage.
- Unauthorized possession of property belonging to TANC.
- Carelessness or neglect of job duties that results in the loss, damage or destruction of the TANC property
- Stealing and/or other misappropriation of cash or cash equivalents.
- Fighting, horseplay, practical jokes or other risky, unprofessional acts.
- Drinking alcohol and/or the use of controlled substances on the job or reporting to work under the influence.
- Refusing a job assignment, and/or refusal to comply with instructions, refusal to comply with TANC policies and refusal to work overtime.
- Violating criminal laws on TANC premises or while performing TANC business.
- Being convicted of a felony or crime that reflects negatively on your trustworthiness or dedication to personal safety or reasonably may be expected to damage TANC's reputation.
- Threatening, intimidating, coercing, harming or interfering with the performance of the Board of Directors, its employees or the general public.
- Instigating, encouraging or participating in any illegal or unprotected work stoppages, slowdowns or picketing.
- Unauthorized, willful or careless waste, damage, removal or destruction of TANC materials, property, equipment or supplies.
- Wasting time, loitering or leaving your place of work without permission during working time.
- Conduct that reflects adversely on TANC.
- Performance that does not meet TANC requirements or expectations.
- Failure to immediately report any accident, incident, work-related injury, fire or other emergency to the Board of Directors, and to the proper authorities.

## **Resignation**

### Notice of Resignation

Employees are encouraged to provide four weeks advance written resignation notice to the President.

*Refer to Appendix I. TANC COMPLAINT PROCEDURE for redressal*

## Appendix K. TANC Conflict of Interest Policy

TANC Board must adhere to the following policies while nominating any members to various TANC committees:

- The Board as a whole vote on confirming the final nominations as committee members.
- Final list of new committee members are announced to the general public within 14 working days of the final voting by the whole Board.
- No committee member shall be automatically be confirmed to sit on any committee without the whole Board voting on the nominee. This policy is particularly important to follow in cases where the nominee is a family member or relative of a Board member (“relative” is defined here as parent, parent-in-law, spouse, partner, child, sibling, uncle, Aunty, nephew, niece).
- Per Roberts Rule of Order, all Board votes will be made public on the TANC website or made available upon request by any community member.
- If relevant, TANC Board must refer and adhere to “Section 6. Restriction Regarding Interested Directors” of TANC’s bylaws.

## **Appendix L: Tibetan Association of Northern California Travel and Per Diem Policy**

All TANC board members, employees, committee members, interns, consultants, and other persons authorized by TANC board can seek reimbursement for travels undertaken for the purposes of achieving TANC's mission and objectives. Following rules apply for the reimbursement:

1. Travel reimbursement includes:
  - 1.1 Local transportation
  - 1.2 Lodging
  - 1.3 Travel and Daily Allowance for travels outside of the Northern California
2. All travel reimbursements must be pre-approved in writing by TANC Executive Committee 3. Travels must be necessary to achieving TANC's mission and objectives. TANC Executive Committee will determine if the travel is necessary or not.
3. No reimbursements for local travels will be made. For the purposes of TANC's travel and per diem policy, local travel includes travels within the jurisdiction of TANC (Northern California). A few exceptions may apply (please see below).
4. TANC travel reimbursement form must be accurately completed and signed, and submitted to TANC treasurer/accountant for TANC board approval along with the receipts within two months of the completion of the travel.
5. TANC board and the respective traveler will plan in advance to identify if the traveler can be hosted by someone (e.g. friends or relatives) or by the host organization.
6. The traveler can decline at will to seek the travel reimbursement. The declination must be communicated to TANC board in writing either prior to the travel or within 2 months of the completion of the travel.

**Local Transportation:** Following rules shall apply for the reimbursement of local transportation costs.

1. TANC board and the traveler will make every effort to make arrangements for carpooling keeping into consideration cost savings and environment.
2. No reimbursements for local transportation will be made. For the purposes of TANC's travel and per diem policy, local transportation includes travels within the jurisdiction of TANC (Northern California). However, following exceptions may apply:
  - 2.1 If frequent local travel is necessary, TANC board will authorize reimbursement for gas usage for the use of personal vehicle at the rate of \$0.50 per mile.
  - 2.2 If the local travel is included in the program budget, traveler may be reimbursed for the transportation with prior approval from TANC board at the rate of \$0.50 per mile.
3. For group travels for participation in events, meetings, etc., TANC will make necessary travel arrangements. No reimbursements will be made to individuals traveling at their own convenience unless the reimbursement is pre-approved by TANC Executive Committee.

**Lodging:** All efforts will be made by TANC and the traveler to arrange a local host. However, in the event no such host can be arranged, TANC will book the hotel in advance (not exceeding \$100/night/person).

**Travel and Daily Allowance:**

1. All business travels outside of the Northern California must be pre-approved by TANC board.
2. Air travels: Air travel paid for by TANC shall always be at the lowest available economy class fare. Every effort must be made to book the flights in advance to ensure cost savings.
3. The traveler will be reimbursed \$50 per day as travel and daily allowance, which includes ground transportation and meals

**CERTIFICATE OF SECRETARY**

I certify that I am the duly elected and acting Secretary of TIBETAN ASSOCIATION OF NORTHERN CALIFORNIA (TANC) nonprofit public benefit corporation; that the Operations Manual consisting of 51 pages, are the Operations Manual of this Corporation as adopted by the Board of Directors on March 3, 2023; and that this Operations Manual has not been amended or modified since that date.

Executed on February 11, 2023 at Richmond, California



4/15/2023

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Secretary

Tsephel Dolma