

# **San Ysidro Community Economic Development Corporation Policies & Procedures:**

## ***An Operational Guide for The Staff and Board of Directors***

**Approved by the Board of Directors May \_\_\_\_ 2026**

### **Board Member Policies & Procedures**

San Ysidro Community Economic Development Corporation, also known as “SYCEDC” is a non-profit organization that relies heavily on the volunteer-members and is governed by a volunteer Board of Directors. As a member of the Board of Directors for the SYCEDC, there are certain expectations of time and resources that are required and requested of you. These expectations and responsibilities are enumerated throughout this document along with some vital information about the history, policies, and procedures of the organization.

You will also find in this document, copies of the Board of Directors Roster, Articles of Incorporation, By- Laws and the Internal Revenue Service Letter of Determination for the status of a tax-exempt nonprofit corporation. These items are important to SYCEDC doing business as a nonprofit corporation in addition to being excellent informational and reference items for each of the Board of Directors as you serve out your term of office.

## **Prelude**

This manual is designed to acquaint each board member with the policies and procedures of SYCEDC. Although we have made every attempt to provide you with general policy guidelines, no policy manual can anticipate every circumstance or question about a policy.

While every attempt has been made to comply with all state and federal laws, this is not an all-inclusive document given that new regulatory procedures are enacted on a continuous basis; therefore, the organization reserves the right to revise, supplement, or rescind any policies or portion of the manual from time to time as it deems appropriate, at its sole and absolute discretion. Accordingly, we will make every attempt to notify you of, and provide you with information about working conditions, changes to state statutes, and policies affecting the operations of the organization.

This manual is not a contract and is not intended to create any contractual or legal obligations. You should read, understand, and comply with all provisions of the manual. It is our objective to provide a work environment that is conducive to both personal and professional growth.

## **Table of Contents**

<b>Mission Statement</b>	page 3
<b>Brief History</b>	page 3
<b>Committee Structure</b>	page 3
<b>Code of Professional Conduct</b>	page 4
<b>Statement of Values</b>	page 4
<b>Board Member Responsibilities and Expectations</b>	page 5

## **San Ysidro Community Economic Development Corporation Policies**

1. <i>Non-Discrimination Policy</i>	page 6
2. <i>Inclusivity &amp; Equal Employment Opportunity Policy</i>	page 9
3. <i>Media/ Public Announcements Policy</i>	page 9
4. <i>Privacy Policy Disclosure</i>	page 9
5. <i>Conflict of Interest Policy</i>	page 10
6. <i>Whistleblower Policy</i>	page 12
7. <i>Grievance Process</i>	page 12
8. <i>Policies &amp; Procedures Acceptance</i>	page 14

The following Organizational Documents can be found on our website.

- **Articles of Incorporation**
- **By-Laws**
- **Board of Directors Roster – FY2026**
- **IRS Determination Letter - 501(c)3**

### **San Ysidro Community Economic Development Corporation's Mission:**

*“The Corporation’s mission is to build a more resilient and prosperous community by creating access to new economic opportunities, supporting local businesses, and fostering partnerships that promote sustainable development for the binational community of San Ysidro, its residents and visitors.”*

### **Brief History**

Established in 2025 San Ysidro Community Economic Development Corporation, commonly known as “SYCEDC” is a 501(c)3 Non-Profit Corporation. The organization serves as a small business advocacy organization meeting the needs of the business owners and commercial property owners in our district.

The San Ysidro community is located in the southernmost region of the City of San Diego. It is bounded on the north by Chula Vista, on the east by Interstate 805, on the south by the San Ysidro Mexican border, and on the west by Interstate 5.

### **Committee Structure**

**Board of Directors:** Meets the 2<sup>nd</sup> Wednesday of the month at 9 a.m.

#### **Executive Committee:**

The Executive Committee is made up of the officers of the Board of Directors for the SYCEDC (President, Vice President, Secretary and Treasurer). This committee provides guidance for staff and the Board of Directors in all areas of operations. Their expertise serves to ensure that the organization operates within the guidelines of compliance for all contracts, grants, and the organizational By-Laws. This oversight includes financial review, staff development, internal processes, and board development.

**All business members in good standing are eligible and encouraged to serve on a committee.**

**Fundraising and Activities Committee:** Meets the 4<sup>th</sup> Wednesday of every month at 9 a.m.

The Fundraising and Activities Committee works hard to organize the events hosted by the SYCEDC on an annual basis. In order to attract thousands of visitors to San Ysidro and promote over 150 neighborhood businesses and local artist. With the goal of highlighting San Ysidro at a national level.

**Clean and Safe Committee:** Meets the 4<sup>th</sup> Wednesday of every month at 9 a.m. The SYCEDC has developed a Safety Program to address not just traditional cleaning and security, but to provide the tools needed to improve the safety and cleanliness of the entire community. With a cleaner environment and a security presence we start to change the behavior of everyone – residents, visitors, and businesses

## **Code of Professional Conduct**

SYCEDC Code of Professional Conduct requires that all who represent the organization including Board Members, staff, independent contractors and agents will follow these guidelines when acting on the SYCEDC's behalf:

- Behave in a manner consistent with the values, integrity and good reputation of the organization
- Treat everyone with respect and courtesy
- Behave and conduct themselves in a professional business manner
- Behave honestly, openly and with integrity at all times
- Act with care and diligence in the course of performing their scope of responsibility
- Maintain appropriate confidentiality concerning any organizational information that may be deemed sensitive
- Bring any/all concerns, issues, questions or situations to the appropriate person(s). If a grievance is filed, follow the grievance process as set forth by the current policies and procedures.
- Disclose, and take reasonable steps to avoid any conflict of interest (real or apparent) in connection with any activities within the organization.
- Avoid providing false or misleading information in response to a request for information

SYCEDC will not tolerate:

- Any conduct that may be deemed harassing or intimidating, hostile, verbally offensive or disruptive
- Any conduct that undermines the core values, goals or mission of the organization
- Any conduct considered blatant insubordination
- Any conduct that may be considered improper use of one's role, duties, status or authority, in order to gain, or seek to gain, a benefit or advantage for yourself or for another person.

Failure to adhere to these core people principles will result in immediate and appropriate action.

## **Statement of Values**

The SYCEDC's Board of Directors exists as a representative body of all businesses within the San Ysidro Business District. The organization's Statement of Values will serve as a framework to guide the decisions, activities and behaviors of staff and board members of the organization. These standards are to be adhered to by all individuals at all times, to ensure that a demeanor emphasizing the organization's commitment to professionalism, respect, and excellence are demonstrated in all situations.

### **We Value: Commitment to Excellence**

SYCEDC is committed to excellence in all we do. The organization has a tradition of leadership and respect. We place excellence among our priorities. All decisions and activities are done openly and honestly with a focus on accomplishment. To this end, we must work collaboratively to achieve our common goals. We will empower each person within the organization by promoting personal responsibility and

accountability along with creative thinking, innovation, and informed risk-taking in all our activities. We consistently aspire to carry out our responsibilities to the best of our abilities with a goal of achieving excellence in all duties.

**We Value: Commitment to Being Customer-Centric**

The SYCEDC’s Board of Directors must maintain its focus of representing fairly and equitably all businesses within the SYCEDC. The membership has elected the Board of Director’s for this purpose.

The Board of Directors and staff are the leaders of the business community. We must demonstrate the value of all we do to those we represent. We have a role of leadership in the SYCEDC as well as the San Diego business community. Our actions must exhibit the goals of meeting member expectations, being proactive and flexible, being mindful of the many, sometimes contradictory, demands and expectations of our different business partners and engaging in open, fair and honest business practices.

**We Value: Diversity & Inclusion**

The SYCEDC’s Board of Directors requires diversity & inclusion to accomplish our mission. Equity is a guiding principle that allows us to build an organization that identifies, plans, and accomplishes innovative initiatives. This gives us the freedom to address our initiatives with the broadest perspective.

**We Value: Commitment to Treating Others with Respect, Trust and Dignity**

The SYCEDC’s Board of Directors operates in a respectful manner toward each other, and the staff characterized by honest, direct and open communication. The Board of Directors and staff must act with integrity and foster trust, honor diversity, individuality and personal and professional differences. The organization is committed to conducting its business with the highest professional and ethical standards.

**We Value: Commitment to Growth and Well-Being**

The SYCEDC is committed to maintaining an atmosphere of continuous learning. We foster an entrepreneurial spirit, positive attitude, and team-oriented atmosphere. This commitment will enable us to achieve remarkable results in all we do by maintaining an organization of which we can be proud and where we can enjoy the work to carry out our mission.

**Board Member Responsibilities and Expectations**

**Duties and Responsibilities**

- |                          |  |
|--------------------------|--|
| <i>Programming</i>       | Actively participate in the development of overall goals and objectives for the SYCEDC. Review, approve, and evaluate the programs and policies of the organization. Become familiar with the needs and issues concerning our members. |
| <i>Policy-setting</i>    | Review, approve and evaluate systems and policies for routine functioning of the organization and special activities undertaken in the name of the organization by Board, committees, staff and volunteers.                            |
| <i>Fiscal Management</i> | With all other board members: Fiscally and legally responsible for the organization. Plan, review and approve the annual budget and strategic plan. Continually evaluate and approve all fiscal policies.                              |

*Fundraising* With all other board members: Responsible for ensuring funds exist or are raised to support the projects and programs of the organization.

*Personnel* With all other board members: Responsible for hiring, supporting and evaluating the Executive Director.

*Public Relations* Aid in the growth of the organization's volunteer and community support. Ensure a positive approach to all activities and defend the excellent reputation of the organization.

### **Time Commitment**

All SYCEDC's board members are expected to attend all monthly board meetings, actively serve on at least one monthly committee, attend any board retreats or seminars as scheduled and actively support the fundraising events. One should expect to contribute each month for board activities including board meetings, trainings, committee assignments and major events. Harassment and Inclusivity training is required annually as a condition to serve on the board of directors.

Board meeting absences must be excused in advance of the meeting. Excessive or unexcused absences will result in review and recommendation, which may result in the Board Member's removal from office or appointed position in accordance with the SYCEDC By-Laws (Article 7, Section 7.06.) as follows; A Director may be removed, with or without cause, by a majority vote of the Board at a special meeting called for that purpose in accordance with Section 7.12, or at a regular meeting in accordance with Section 7.11. Cause for removal shall include a Director failing to attend three (3) consecutive meetings of the Board or twenty-five percent (25%) of the meetings of the Board within a calendar year, failure to serve on and attend the meetings of at least one (1) committee, or a Director's failure to timely comply with the Board training requirements..... Additional qualifications include being supportive of the organization's projects and programs, knowledgeable about the mission and goals of the organization, and have the time necessary to actively participate as a board member.

### **New Board Member Orientation**

Upon acceptance as a full voting member of the Board, new board members will be required to attend an orientation under the direction of staff and an Executive Committee representative. This session will include the presentation of background information on programs and operations, overall policies of the SYCEDC, and the duties and responsibilities of board members.

### **Term of Office**

Each term of service as a SYCEDC board member is two years. A Director may serve for four (4) consecutive terms, and then wait at least one (1) year before seeking reelection to the Board.

### **SYCEDC Policies Non-Discrimination Policy**

The SYCEDC does not discriminate on the basis of race, color, religion, sex, gender identity and gender expression, sexual orientation, national origin, age, disability, veteran status or marital status. The SYCEDC makes every effort to comply with all federal legislation and civil rights laws of the State of California.

Accordingly, equal opportunity for employment and participation in the San Ysidro Business District benefits and services shall be extended to all eligible persons, and the SYCEDC shall promote equal opportunity and treatment through a positive and continuing Equal Opportunity Policy.

Unlawful discrimination by age, disability, gender, marital status, national origin, color, race, religion, sexual orientation or veteran status shall not exist in any area, activity or operation of the SYCEDC.

The SYCEDC does not tolerate and prohibits discrimination, harassment or retaliation of or against any Board Members, Member Businesses, job applicants, contractors, interns, volunteers or employees, vendor, customer or any third party on the basis of actual or perceived race, color, creed, religion, age, sex or gender (including pregnancy, childbirth and related medical conditions), sexual orientation, gender identity or gender expression (including transgender status), national origin, ancestry, marital status, protected medical condition as defined by state law (including cancer or genetic characteristics), physical or mental disability, military and veteran status, genetic information or any other characteristic protected by applicable federal, state or local laws and ordinances.

The SYCEDC is committed to a culture and workplace free of discrimination, harassment and retaliation. Our management team is dedicated to ensuring the fulfillment of this policy as it applies to all terms and conditions of volunteer service and employment, including recruitment, hiring, placement, promotion, transfer, training, compensation, benefits, organizational activities and general treatment during employment or volunteer service. The SYCEDC makes every effort to comply with all federal legislation and civil rights laws of the State of California.

### **Discrimination Defined**

Discrimination under this policy means treating differently, denying, or granting any benefits to an individual because of the individual's protected characteristics.

### **Harassment Defined**

Harassment is defined in this policy as unwelcome verbal, visual or physical conduct creating an intimidating, offensive or hostile environment that interferes with organizational activities or work performance. Harassment can be verbal (including slurs, jokes, insults, epithets, gestures or teasing), visual (including offensive posters, symbols, cartoons, drawings, computer displays or emails) or physical conduct (including physically threatening another, blocking someone's way, etc.) that denigrates or shows hostility or aversion toward an individual because of any protected characteristic.

Such conduct violates this policy, even if it is not unlawful. Because it is difficult to define unlawful harassment, all persons who act in an agency role for the organization (Board Members, Member Businesses, employees, volunteers, contractors, etc.) are expected to behave at all times in a manner consistent with the intended purpose of this policy.

### **Sexual Harassment Defined**

Sexual harassment can include all of the above actions, as well as other unwelcome conduct, such as unwelcome or unsolicited sexual advances, requests for sexual favors, conversations regarding sexual activities and other verbal or physical conduct of a sexual nature. Sexual harassment includes, but is not limited to, unwelcome or unwanted conduct which is either of a sexual nature, or which is directed at an individual because of that individual's sex when:

- submission to that conduct or to those advances or requests is made either explicitly or implicitly a term or condition of an individual's involvement, participation or employment; or
- submission to or rejection of the conduct or advances or requests by an individual is used as the basis for involvement, participation or employment decisions affecting the individual; or

- the conduct or advances or requests have the purpose or effect of unreasonably interfering with an individual's volunteer service or work performance or creating an intimidating, hostile or offensive environment.

### **Retaliation Defined**

Retaliation means adverse conduct taken because an individual reported an actual or perceived violation of this policy, opposed practices prohibited by this policy or participated in the reporting and investigation process described below. "Adverse conduct" includes but is not limited to: shunning and avoiding an individual who reports harassment, discrimination or retaliation; express or implied threats or intimidation intended to prevent an individual from reporting harassment, discrimination or retaliation; and any organizational benefits because a Board Member, Member Business, volunteer, applicant or employee reported harassment, discrimination or retaliation or participated in the reporting and investigation process described below.

**All discrimination, harassment and retaliation are unacceptable in the SYCEDC and in any organizational-related settings such as business trips and business-related social functions, regardless of whether the conduct is engaged in by a supervisor, co-worker, client, customer, vendor or other third party.**

### **Reporting Procedures**

The following steps are in place to ensure the organizational environment is respectful, professional and free of discrimination, harassment, and retaliation. If any person believes someone has violated this policy or the Equal Employment Opportunity Policy, the person should promptly bring the matter to the immediate attention of the Executive Director or the Executive Committee (Phone numbers are available through the Organization directory.) If this individual is the person toward whom the complaint is directed, the employee should contact any higher-level manager in the reporting chain.

If the person makes a complaint under this policy and has not received a satisfactory response within five (5) business days, the Executive Director or Board President should be contacted immediately (Phone numbers are available through the Organization directory.) Any person who learns of any concern about conduct in violation of this policy, whether in a formal complaint or informally, must immediately report the issues raised to the Executive Director or Board President.

### **Investigation Procedures**

Upon receiving a complaint, the organization will promptly conduct a fair and thorough investigation into the facts and circumstances of any claim of a violation of any organizational policy. To the extent possible, the organization will endeavor to keep the reporting person's concerns confidential. However, complete confidentiality may not be possible in all circumstances.

During the investigation, the organization generally will interview the complainant and the accused, conduct further interviews as necessary, and review any relevant documents or other information. Upon completion of the investigation, the organization shall determine whether this policy has been violated based upon its reasonable evaluation of the information gathered during the investigation. The organization will inform the complainant and the accused of the results of the investigation. The organization will take corrective measures against any person who it finds to have engaged in conduct in violation of this policy, if the organization determines such measures are necessary. These measures may include, but are not limited to, counseling, suspension or immediate termination. Anyone, regardless of position or title, whom the organization determines has engaged in conduct that violates this policy will be subject to discipline, up to and including termination. In addition to being a violation of this policy, harassment, discrimination, or retaliation also can be against the law. Any person representing the

organization in any capacity who engages in conduct that rises to the level of a violation of law can be held personally liable for such conduct. Remember, the organization cannot remedy claim.

### **Inclusivity & Equal Employment Opportunity Policy**

In recognition of the SYCEDC's responsibility to conduct its personnel policies, practices, procedures and programs in a bias-free manner, It is hereby reaffirmed that the policy of the organization is to recruit, employ, renew, retain and promote on the basis of ability, potential, and valid qualifications without regard to race, color, religion, sex, gender identity and gender expression, sexual orientation, national origin, age, disability, veteran status or marital status. Furthermore, the SYCEDC shall not discriminate against any disabled applicant in regard to any position for which the applicant is otherwise qualified. Consistent with this declaration, the SYCEDC will continue to be responsive to the Equal Employment Opportunity and Affirmative Action guidelines established under all related federal, state and local statutes and regulations in carrying out this policy. In this regard, the organization will continue to strive to eliminate impermissible discrimination in all its forms, intentional or inadvertent, with respect to all personnel decisions, procedures, and actions, including compensation, benefits, layoffs and returns from layoff.

This policy of Inclusivity & Equal Employment Opportunity applies equally to all job or volunteer categories and all levels of appointments. The SYCEDC does not discriminate against any Board Member, employee, volunteer, contractor or applicant for employment because of his or her physical or mental disability, as state and federal law define those terms. The SYCEDC has a policy of employing, advancing in employment, and otherwise treating qualified individuals with disabilities without discrimination based on their physical or mental disabilities in all SYCEDC employment practices. It is SYCEDC's belief that all employment decisions should be based on valid job requirements.

### **Media/ Public Announcements Policy**

All public announcements, press releases and media contact by the SYCEDC must be done through staff or in close cooperation and guidance of staff. The SYCEDC staff is responsible for all media contacts that concern the organization. It is important that the public image and message of the SYCEDC is a positive and consistent message which supports and ensures the success of all projects, programs, events, and other activities.

Board members are, from time to time, contacted by the media for comment on SYCEDC related issues, and it is imperative that all publicity of the organization be kept positive, non-discriminatory, and supportive of the SYCEDC community. For this reason, any Board Member should, at every possible opportunity, defer any public comment to the staff.

### **Privacy Policy Disclosure**

The SYCEDC receives, in the normal operations of our business, information about its members, customers and suppliers which may be deemed private and confidential. The organization takes our obligation seriously to keep your information confidential. The SYCEDC will not sell or otherwise release member information to third parties for marketing purposes.

Information about you comes to the organization through the City of San Diego, applications or other forms, through your transactions with us, our affiliates and others. As a member, customer or supplier,

you expect this information to be protected. We honor this expectation with a privacy policy that provides this protection.

We will protect your information. If we use others to help deliver our services to you, we use strict confidentiality agreements. We maintain physical, electronic, and procedural safeguards that comply with federal standards to protect all member information. We restrict access to your information to those employees, Board of Directors, and members who need to know that information to provide products or services to you, and we protect your information in the same way even if you cease being a member.

On our website ([www.sycedc.com](http://www.sycedc.com)) we obtain information from visitors only through the use of member-initiated forms and e-mail. We do not gather data generated from "cookies" (a method for websites to recognize whether you have visited the site before) for any marketing purposes. Information is collected only when required to provide a service requested by the visitor.

We hope you can see how much we care about protecting your privacy. Any changes made to this policy in the future will be highlighted for you. If you have any questions regarding the use of your information, please contact the organization's office at [619.838.6611](tel:619.838.6611)

### **Conflict of Interest Policy**

The purpose of the conflict of interest policy is to protect the SYCEDC and its tax-exempt interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or director of the organization or might result in a possible excess benefit transaction. This policy is intended to supplement but not replace or supersede the SYCEDC By-Laws or any applicable state and federal laws governing conflict of interest applicable to nonprofit and charitable organizations.

### **ARTICLE 5. COMPENSATION**

Section 5.01 A director who receives compensation, directly or indirectly, from the Corporation for services is precluded from voting on matters pertaining to that director's compensation, except for compensation of a director as a director or officer of the Corporation (typically director and officer stipends, per meeting fees and reimbursement of expenses).

Section 5.02 A member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Corporation for services is precluded from voting on matters pertaining to that director's compensation, except for compensation as a director as a director or officer of the Corporation (typically director and officer stipends, per meeting fees and reimbursement of expenses) .

Section 5.03 No director or committee member whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Corporation, either individually or collectively, is prohibited from providing information to any committee regarding compensation.

### **Duty to Disclose a Potential Conflict**

In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the Board of Directors to consider the proposed transaction or arrangement.

### **Determining Whether a Conflict of Interest Exists**

After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he/she shall leave the Board of Directors meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists.

### **Procedures for Addressing the Conflict of Interest**

An interested person may make a presentation at the Board of Directors meeting, but after the presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.

The President of the Board of Directors shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement. After exercising due diligence, the Board of Directors shall determine whether the organization can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict.

If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the Board of Directors shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the organization's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination, it shall make its decision as to whether to enter into the transaction or arrangement.

### **Violations of the Conflicts of Interest Policy**

If the Board of Directors has reasonable cause to believe a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.

If, after hearing the member's response and after making further investigation as warranted by the circumstances, the Board of Directors determines the member has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

### **Annual Statements**

Each director, principal officer and member of a committee with governing board-delegated powers shall annually sign a statement which affirms such person has received a copy of the conflicts of interest policy, has read and understands the policy, has agreed to comply with the policy, and understands the organization is charitable and, in order to maintain its federal tax exemption, must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

### **Periodic Reviews**

To ensure the organization operates in a manner consistent with charitable purposes and does not engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted. When conducting the periodic reviews, the organization may use outside advisors. If outside experts are used, their use shall not relieve the governing board of its responsibility for ensuring periodic reviews are conducted.

## **Whistleblower Policy**

The SYCEDC encourages its Board Members, employees, volunteers and contractors to report improper activities in the workplace and will protect employees from retaliation for making any such report in good faith.

### **Rights**

All employees, Board Members or representatives of the organization have the right to report, without suffering retaliation, any activity by the SYCEDC or any of our representatives that the representative reasonably believes: 1) violates any state or federal law; 2) violates or amounts to noncompliance with a state or federal rule or regulation; or 3) violates fiduciary responsibilities by a nonprofit corporation. In addition, representative can refuse to participate in an activity that would result in a violation of state or federal statutes, or a violation or noncompliance with a state or federal rule or regulation

Representatives of the organization are also protected from retaliation for having exercised any of these rights in any former employment.

The whistleblower protection laws do not entitle representatives to violate a confidential privilege of the SYCEDC (such as the attorney-client privilege) or improperly disclose trade-secret information.

### **Where to Report**

All representatives of the organization have the duty to comply with all applicable laws and to assist the San Ysidro Community Economic Development Corporation to ensure legal compliance. Any representative who suspects a problem with legal compliance is required to report the situation(s) to the Executive Director, or Board President if the complaint involves the Executive Director.

Representatives may also report information regarding possible unlawful activity to an appropriate government or law enforcement agency.

### **Protection from Retaliation**

It is the intent of this policy to encourage all representatives of the organization to report fraudulent or illegal activities and there shall be no retaliation for any reports made pursuant to this policy. Any representative who believes they have been retaliated against for whistle blowing may file a complaint with either the Executive Director or the Chair of the Board of Directors. Any complaint of retaliation will be promptly investigated and remedial action will be taken when warranted. This protection from retaliation is not intended to prohibit managers or supervisors from taking action, including disciplinary action, in the ordinary course of business based on valid performance-related factors.

## **Grievance Process**

Every employee, independent contractor and/or board member that has a work-related grievance shall have the opportunity to present their grievance in accordance with these procedures, free from restraint and reprisal. The following issues are not considered to be work-related complaints under this process: wages and salaries, classification actions, reduction in force, termination from employment or the Board, reassignment of job duties and responsibilities, and reorganization that does not result in loss of pay.

Neither the grievant, nor the person against whom the grievance is directed, may be represented at any stage of this grievance process by an attorney or any other type of representation.

To address the sensitive nature of situations involving allegations of sexual harassment and to assure the speedy and confidential resolution of these issues, the SYCEDC has established a separate process for such issues in addition to this grievance process.

### **Grievance Resolution Procedures**

These procedures suggest that the parties involved will make every attempt to have the differences resolved through other means. This process further suggests that the parties involved have made every full-faith effort to openly and honestly discuss the grievance on their own under the accepted code of conduct and values of the organization.

#### **Step I: Informal Process**

Discussion between the parties involved to address their concerns in an open, honest and professional manner adhering to the organization's values and code of conduct:

- A. Any representative of the SYCEDC with a work-related grievance shall initially attempt to informally resolve their issue(s) with the individual whom they have the problem.
- B. The individual shall present the grievance verbally to the individual in question within two days of the event, prompting the grievance. One, or both, party(s) should propose a resolution to the problem within two (2) days of the discussion or as soon thereafter as is practical.

#### **Step II: Request for Review**

If the grievance is not resolved at Step I, either party may file a written request for grievance review with the Executive Committee:

- A. Any written request for review of a grievance should document the issue(s), the names of any other individuals that might possess knowledge of the situation and a proposed resolution. This will be submitted to President for review by the SYCEDC's Executive Committee.
- B. Upon receipt of the written complaint, the SYCEDC President will submit a copy of the complaint to the opposing party within 48 hours. Accordingly, the opposing party will have three (3) days to submit a written response to the Executive Committee

#### **Step III: Formal Review**

Upon receipt of the grievance and response, the Executive Committee will conduct its formal review process.

The Executive Committee will gather all appropriate information in an effort to resolve the grievance, including conducting interviews of additional persons with information or documents to support an amicable resolution. A resolution meeting will be scheduled by the Executive Committee with the parties presenting and responding to the grievance.

Within 10 days of reviewing both the complaint and the written response, and gathering any additional appropriate information, the grievance shall be heard by at least three (3) members of the Executive Committee to meet and discuss the issue(s) and make a final determination in the matter.

**Step IV: Resolution**

- A. The President, or other representative of the Executive Committee, will meet with both parties within 48 hours of their meeting to inform them of the final determination.
- B. A written report detailing the final determination will be available to both parties within five (5) days.
- C. All parties must respect the final decision of the Executive Committee and agree to adhere to all conditions spelled out in the written document.

**SYCEDC Policies & Procedures**  
**Acceptance**

Contained within SYCEDC Policies and Procedures Manual are the following policies and procedures:

1. Code of Professional Conduct
2. Statement of Values
3. Board Member Responsibilities
4. Non-Discrimination Policy
5. Inclusivity & Equal Employment Opportunity Policy
6. Media/ Public Announcements Policy
7. Privacy Policy Disclosure
8. Conflict of Interest Policy
9. Whistleblower Policy
10. Grievance Process

By my signature below, I acknowledge that I have received a copy of SYCEDC Policies and Procedures Manual. I have read and understand the policies and procedures of SYCEDC as included in the Policies and Procedures Manual. I further understand that I am responsible for following the procedures and upholding these principles as a member of the Board of Directors.

\_\_\_\_\_  
Board Member (Print Name)

\_\_\_\_\_  
Board Member Signature

\_\_\_\_\_  
Date

## **San Ysidro Community & Economic Development Corporation**

### **Associate Membership Policy**

**Overview:** The San Ysidro Community & Economic Development Corporation (SYCEDC) has a voluntary Associate Membership program designed for community representatives, businesses and/or organizations that want to be actively involved in the community while benefiting from exclusive resources and visibility. Any interested party must be aligned with SYCEDC's mission and values. This membership tier is open to those located in or serving the San Ysidro area. The program is designed to build partnerships, increase visibility, and strengthen our broader community network.

**SYCEDC's Mission:** To build a more resilient and prosperous community by creating access to new economic opportunities, supporting local businesses, and fostering partnerships that promote sustainable development for the binational community of San Ysidro, its residents, and visitors.

**SYCEDC's Vision:** To be a vibrant and thriving community where its businesses, residents and visitors all benefit from the advocacy and initiatives championed by the San Ysidro Community and Economic Development Corporation; that leans into and takes advantage of its cross-border culture; that serves as a destination for people to come work, live and play; and creates a new binational model for the world to behold.

**Membership Benefits:** Associate Members enjoy full access to SYCEDC benefits, including:

- Eligibility to run for a seat on the SYCEDC Board of Directors  
*Board Participation: Associate Members may run for election to the SYCEDC of Directors. If elected, they will serve a full term equal in length and responsibility to that of regular Board Members.*
- Opportunity to serve on a SYCEDC committee
- Participation in SYCEDC's promotional campaigns
- Local referrals between the business ecosystems
- Invitations to mixers, workshops, and member-only events
- Communication updates on advocacy, safety, community alerts, and more
- Opportunities to engage in local improvement projects
- \*Unlimited newsletter mentions
- \*Featured spotlights on social media
- \*Business listing in the online member directory

*\*The SYCEDC is a new organization establishing their online presence. Some platforms might not be created yet. This is an opportunity to be part of a legacy foundation.*

**Annual Dues:** Membership dues vary and are billed annually:

<b>Example from Discover PB</b>	<b>Example from City Center BID</b>
<ul style="list-style-type: none"><li>• Businesses with <b>10 or fewer employees:</b> \$250/year</li><li>• Businesses with <b>more than 10 employees:</b> \$500/year</li></ul>	<ul style="list-style-type: none"><li>• <b>Neighbor \$125</b> - Nonprofits, freelancers, residents</li><li>• <b>Business \$150</b> – Retailers, service providers, adjacent businesses</li><li>• <b>Anchor \$200</b> – corporations, regional partners, property owners</li></ul>

**How to Join:**

1. Information Submission – Send the following information via email to Gustavo Bidart at [bidart@civiccommunities.com](mailto:bidart@civiccommunities.com). Please use the following subject line “SYCEDC Associate Member Interest”.
  - a. Membership tier
  - b. First and last name
  - c. Phone number
  - d. Email
  - e. Address
  - f. If you are a business or organization, include the website link
  - g. If you are a resident, attach your resume
  - h. Please share why you are interested in becoming an associate member and how your values align with those of the SYCEDC.
2. Review and Approval - Internal review of application to confirm eligibility and alignment.
3. Response – Applicant will receive an email confirming whether the associate membership was approved.

**Thank you for your interest in becoming an Associate Member of the SYCEDC.  
Please contact us if you have any questions.**

2026/2027  
PROPOSAL

# SAN YSIDRO ECONOMIC DEVELOPMENT CORPORATION

Presented on: April 9, 2026  
Presented by:



  
**CalNonprofits Insurance Services**  
NONPROFIT OWNED. NONPROFIT SERVING.



---

#### Address

PO Box 640  
Capitola, CA 95010



---

#### Phone & Fax

P: (888) 427-5222  
F: (831) 462-8529



---

#### Email & Website

info@cal-insurance.org  
www.calnonprofitsinsurance.org

# TABLE OF CONTENTS

Introduction .....3

Meet your Service Team.....4

Disclaimers and Disclosures.....5

Common Conditions .....6

General Liability .....7

Business Auto .....9

Vehicle Schedule .....11

Directors & Officers.....12

Marketing Summary.....14

Premium Summary .....15

Proposal Acceptance .....16

Recommended Coverages.....17

AM Best Rating .....18

Glossary of Common Coverage Terms.....19

# INTRODUCTION

## ABOUT US

CalNonprofits Insurance Services (CNIS) was founded in 1984 as a subsidiary of the California Association of Nonprofits (CalNonprofits). CNIS operates and offers services throughout the State of California, with two offices in northern California and one office in southern California. We are an equal opportunity employer and green business.

CalNonprofits Insurance Services is a financially secure brokerage that has operated for 40 years in California. We are also licensed in 26 other states to serve out of state locations for our California nonprofits. Unlike other insurance brokerages, our profits go directly to our parent organization, CalNonprofits, to further their advocacy work on behalf of the nonprofit sector. We currently serve over 1,800 nonprofit clients in California.

## OUR HISTORY

CalNonprofits Insurance Services was established during a time of diminishing employee benefits options for nonprofits. One of the driving reasons for establishing the organization was to use the collective influence of the sector to secure more stable and quality insurance for the employees of nonprofits. The first product developed was a trust to provide Dental and Vision coverages to nonprofits of all sizes. This trust (Nonprofit Benefits Trust) is still in existence and has continually provided market-leading dental and vision benefits and rates exclusively to members of the association.

## OUR MISSION

Our mission is to provide innovative, solution-oriented insurance products, personalized customer service and education tailored to the specialized needs of nonprofits. Our code of ethics supports our core values and mission:

CalNonprofits Insurance Services will conduct its business honestly and ethically wherever operations are maintained. We strive to improve the quality of our services, products, and operations and will maintain a reputation for honesty, fairness, respect, responsibility, integrity, trust, and sound

business judgment. Our managers and employees are expected to adhere to high standards of business and personal integrity as a representation of our business practices.

## CORE VALUES

As the social enterprise for the California Association of Nonprofits, CalNonprofits Insurance Services exists to help and protect nonprofits while keeping their dollars in the nonprofit community. Our core values are:

**Excellence** – We strive for daily excellence in customer service. Our customer service is tailored to each client and our service teams are vested in your mission. We will be responsive to your needs, not just because we value your business, but because we truly want your nonprofit to be as successful as possible.

**Collaboration** – We develop great relationships with our co-workers, clients, carriers, and community. We can learn something every day if we keep our minds open and are receptive to new and different ideas.

**Trust** – We keep your best interests in mind in all that we do. We will help you make the best decisions possible for the unique needs of your organization. We do not take your trust lightly, we strive to earn your trust every day.

**Diversity/Inclusion** – Our values reflect those of the nonprofits we serve – diverse and inclusive. We serve all nonprofits and we strive to reflect that diversity in our staff and our programs. We are committed to equity and inclusion in the workplace as well as in the community. We respect that each group is unique and has their own needs and values.

**Respect** – We respect the courage, vision and dedication it takes to run a nonprofit. We respect the decisions and sacrifices that you make on a daily basis and we will always seek ways to help you succeed. We treat all our co-workers, clients, carriers and community members with respect and caring.

# MEET YOUR SERVICE TEAM

**Cyndi Skelton**  
**Customer Service Manager**

P: (831) 824-5013  
M: (831) 241-2064  
cyndi@cal-insurance.org



With over 35 years of commercial lines experience, Cyndi's technical knowledge and insurance marketplace experience are added benefits to our nonprofit clients. Cyndi has a soft spot for home-cooking with friends and golf. "Working with non-profits gives a deeper meaning to my professional life and a renewed sense of purpose."



**Certificate Requests:** [certificates@cal-insurance.org](mailto:certificates@cal-insurance.org)

# DISCLAIMERS AND DISCLOSURES

## DISCLAIMER

This proposal is intended as a summary of the coverage options available to your organization. It is not a guarantee of rates or coverage, please consult with the carrier's proposal for additional rate and coverage information. In the event of a discrepancy, the carrier's quote/policy will prevail.

## COMPENSATION DISCLOSURE

CalNonprofits Insurance Services provides access to exclusive nonprofit products, risk management and claims services tailored to the nonprofit sector. In some instances, we may charge a service fee which may or may not be in addition to the commission paid by the insurer. The fee is not part of the premium and is fully earned at binding. If you are being charged a fee, it will be indicated on the Premium Summary.

## OTHER DISCLOSURES

This is not a contract of coverage, you must request binding of coverage by signing the Binding Order attached. The actual policy forms will control the insurance contract without regard to any statement in this proposal. Payment plans may be offered by the carrier or through third party financing if needed, please discuss with your producer or account manager. Premium is due upon binding unless other arrangements are made in advance.

# COMMON CONDITIONS

## NAMED INSUREDS

San Ysidro Economic Development Corporation

**Fiscal Sponsored programs/projects may not be covered by your policy. You must disclose all fiscal sponsorships to carriers for coverage to apply.**

## MAILING ADDRESS

8989 Rio San Diego Dr Ste 100  
San Diego, CA 92108-1647

## LOCATION SCHEDULE

LOC	BLD G	ADDRESS	DESCRIPTION
1	1	663 E San Ysidro Blvd, San Diego, CA 92173-3112	Office

# GENERAL LIABILITY

AM Best rating: A++  
 Company  
 Philadelphia Indemnity Insurance Company

POLICY TERM  
 5/1/2026 to 5/1/2027

## COVERAGES

DESCRIPTION	LIMITS
General Aggregate	\$3,000,000
Products & Completed Operations Aggregate	\$3,000,000
Personal & Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Damage to Rented Premises	\$100,000
Medical Expense (Any One Person)	\$5,000

## LOCATIONS & EXPOSURES

LOCATION #1: 663 E SAN YSIDRO BLVD 663 E SAN YSIDRO BLVD, SAN DIEGO, CA 92173-3112				
BLDG	CLASS CODE	CLASSIFICATION	PREMIUM BASIS	EXPOSURE
1	61227	BLDG/PREMS-OFFICE-NOC-NFP	Area	200
1	47367	SALES/SERVICE ORGANIZATION	Payroll	\$100,000
1	47474	SCHOOL-TRADE/VOCATIONAL	Other	30
1	48558	SOCIAL GATHERING/MEETING-NFP	Other	12

## ADDITIONAL COVERAGES

DESCRIPTION	LIMIT	DEDUCTIBLE
SEXUAL/PHYSICAL ABUSE OR MOLESTATION-OCCURRENCE	\$1,000,000/\$3,000,000	\$0
PROFESSIONAL LIABILITY - OCCURRENCE	\$1,000,000/\$3,000,000	\$0

# GENERAL LIABILITY CONTINUED

## REMARKS

# GENERAL LIABILITY CONTINUED

- FORM SCHEDULE - ALL -
  - Commercial Lines Policy Jacket
  - California Premium Refund Disclosure Notice
  - Notice Late/Non-Sufficient Funds/Reinstatement Fee
  - Privacy Notice For Commercial Lines
  - Common Policy Declarations
  - Location Schedule
  - Additional Insured Schedule
  - Bell Endorsement
  - Crisis Management Enhancement Endorsement
  - Common Policy Conditions
  - Nuclear Energy Liability Exclusion Endorsement
  - California Changes - Cancellation And Nonrenewal
  - Absolute Cyber Liability And Electronic Exclusion
  - Exclusion - Adoption and Foster Care Operations
  - Absolute Communicable Disease Exclusion - Prof Liab
  - Absolute Abuse or Molestation Exclusion
  - Disclosure Notice Of Terrorism Ins Coverage Rejection
- FORM SCHEDULE - General Liability -
  - Commercial General Liability Coverage Part Declaration
  - General Liability Schedule
  - Commercial General Liability Coverage Form
  - California Changes - Public Schools
  - Additional Insured - Designated Person Or Organization
  - Communicable Disease Exclusion
  - Employment-Related Practices Exclusion
  - Total Pollution Exclusion Endorsement
  - Exclusion - Designated Ongoing Operations - Excludes any and all exposures of the Farmers Markets. Excludes any and all Political involvement including but not limited Rallies and Lobbying.
  - Fungi Or Bacteria Exclusion
  - Cap On Losses From Certified Acts Of Terrorism
  - Exclusion - Corporal Punishment
  - Binding Arbitration
  - Waiver of Transfer of Rights of Recovery Against Other California Changes
  - Exclusion - Lead Liability
  - Exclusion - Asbestos Liability
  - Additional Insured Primary And Non-Contributory Ins
  - Total Exclusion - PFC/PFAS
  - General Liability Deluxe Endorsement: Human Services
  - Exclusion - Professional Liability Coverage
  - Abuse Or Molestation Exclusion
  - Special Events Endorsement
- FORM SCHEDULE - Abusive Conduct Liability -
  - Abusive Conduct Liability Coverage Policy Dec
  - Binding Arbitration
  - Abusive Conduct Liability Coverage Form

# GENERAL LIABILITY CONTINUED

- FORM SCHEDULE - Professional Liability -
  - Human Services Org Professional Liability Cov Part Dec Binding Arbitration
  - Human Services Organization Professional Liability Cov Exclusion - Athletic Or Sports Participants
  - Amendment Of Excl - Prescription/Nonprescription Drugs

# BUSINESS AUTO

AM Best rating: A++  
 Company  
 Philadelphia Indemnity Insurance Company

POLICY TERM  
 5/1/2026 to 5/1/2027

## COVERAGES

DESCRIPTION	AUTO SYMBOL	LIMITS & DEDUCTIBLES
Combined Single Limit	8, 9	\$1,000,000
Hired / Borrowed Auto Liability	8	Included
Non-owned Auto Liability	9	Included

### SYMBOL DEFINITIONS

(1) Any Auto	(4) Owned Autos Other Than Private Passenger	(7) Autos Specified on Schedule
(2) All Owned Autos	(5) All Owned Autos Requiring No-Fault Coverage	(8) Hired Autos
(3) Owned Private Passenger Autos	(6) Owned Autos Subject to Compulsory U.M. Law	(9) Non-Owned Autos

## REMARKS

- FORM SCHEDULE -
  - California Auto Body Repair Consumer Bill Of Rights
  - Business Auto Declarations
  - Schedule Of Hired Or Borrowed Covered Auto
  - Business Auto Coverage Form
  - California Changes
  - Cap On Losses From Certified Acts Of Terrorism

# DIRECTORS & OFFICERS

AM Best rating: A++  
 Company  
 Philadelphia Indemnity Insurance Company

POLICY TERM  
 5/1/2026 to 5/1/2027

## DIRECTORS & OFFICERS COVERAGES

DESCRIPTION	LIMIT
Claim Trigger	Claims Made
Primary or Excess Coverage	Primary
Per Claims Made Limit	\$1,000,000
Aggregate Limit	\$1,000,000
Retention	\$5,000
Defense Limit Inside/Outside Limits of Liability	Outside
Pending and Prior Litigation Date	5/1/2026
Employment Practices Liability Included in D&O Limits	Yes

## EMPLOYMENT PRACTICES LIABILITY

DESCRIPTION	LIMIT
Claim Trigger	Claims Made
Primary or Excess Coverage	Primary
Per Claims Made Limit	\$1,000,000
Aggregate	\$1,000,000
Retention	\$25,000
Pending and Prior Litigation Date	5/1/2026

### Coverage Highlights:

- A++ Admitted Paper
- Full prior acts coverage
- Separate \$1M D&O, and \$1M EPL, with a \$2M aggregate limit
- Unlimited defense outside the limits of liability
- \$1,000,000 additional side-A D&O coverage
- Unlimited reporting period for former Directors & officers
- Third-party EPL with broad definition of Third Party ("any natural person who is not employee of the company")
- Coverage for volunteers
- Softened 85/15 Consent to Settle (Hammer) Clause

# DIRECTORS & OFFICERS CONTINUED

- We offer a powerful risk management tool to our management and professional liability (M&PL) insured free of cost. **PHLYGateway** is an online risk management platform that can help organizations mitigate losses and manage business risk. <https://www.phlygateway.com/>

Toll free best practice hotline: **1-888-712-7667**. A licensed attorney who will provide best practices guidance on workplace risks. There is no limit to number of calls or time allotted per consultation.

## Bell and Crisis Management Enhancement Endorsements:

- Separate \$50k sublimits for: Workplace Violence Counseling; Business Travel Accident; Donation Assurance; Emergency Real Estate Consulting Fee; Identity Theft; Image Restoration; Key Individual Replacement; Kidnap; and Terrorism Travel
- Separate \$25k sublimits for: Conference Cancellation; Fundraising Event Blackout; Political Unrest; Temporary Meeting Space Reimbursement; Crisis Emergency Response Expenses for on-premise incidents

## REMARKS

- FORM SCHEDULE
  - Commercial Lines Policy Jacket
  - California Premium Refund Disclosure Notice
  - Notice Late/Non-Sufficient Funds/Reinstatement Fee
  - Privacy Notice For Commercial Lines
  - Common Policy Declarations
  - California Cancellation Amendment
  - Disclosure Notice Of Terrorism Ins Coverage Rejection
  - FlexiPlus Five Declarations Page
  - Bell Endorsement
  - Crisis Management Enhancement Endorsement
  - Flexi Plus Five Coverage Form
  - Professional Services Exclusion(Supervision Carve-Out)
  - Abuse Exclusion With Workplace Harassment Carveback
  - Amendment Of Exclusions
  - Pro-Pak Elite Enhancement
  - Breach Of Contract With Liability Obligation Carveback
  - Biometric Information Claim Exclusion
  - Absolute Bodily Injury / Property Damage Exclusion
  - Network Security and Privacy Breach Exclusion
  - California Changes - Cancellation And Nonrenewal
  - Cap On Losses From Certified Acts Of Terrorism

# MARKETING SUMMARY

LINE OF BUSINESS	COMPANY	RESULTS
Commercial Package/General Liability	Philadelphia Indemnity Insurance Company	Quoted
	Nonprofits Insurance Alliance of California	Pending – underwriters needs proof of payment & application to IRS to consider quoting
	Great American Insurance Company	Pending – underwriter needs additional applications & information to consider quoting
	United States Liability Insurance Company	Declined
Directors & Officers Liability	Philadelphia Indemnity Insurance Company	Quoted
	United States Liability Insurance Company	Quoted
	Nonprofits Insurance Alliance of California	Pending – underwriters needs proof of payment & application to IRS to consider quoting
	Great American Insurance Company	Declined

# PREMIUM SUMMARY

PREMIUM LINES OF BUSINESS	PREMIUM
Commercial Package/General Liability	\$2,810.00
Directors & Officers Liability	\$1,811.00
<b>Total Premium</b>	<b>\$4,621.00</b>

## OPTIONS

COVERAGE/POLICY	ACCEPT OPTION	PREMIUM
None	<input type="checkbox"/> Accept	-

## BINDING REQUIREMENTS

COVERAGE/POLICY	REQUIREMENTS
Commercial Package/General Liability	<ol style="list-style-type: none"> <li>Signed and currently dated PHLI app and accords.</li> <li>A No Known Loss Letter if operations have started.</li> <li>Copy of the Insureds Abuse Procedures.</li> </ol>
Directors & Officers Liability	<ol style="list-style-type: none"> <li>- Answer to QN 30-35 in NIAC application and duly signed.</li> </ol>

## BILLING TERMS

COVERAGE/POLICY	REQUIREMENTS
Installment Plan – Annual, Bi-Annual or Quarterly	
Direct Bill	Invoice sent to you directly by the carrier

# PROPOSAL ACCEPTANCE

## INSURED

San Ysidro Economic Development Corporation

As a wholly owned subsidiary of CalNonprofits, we recommend you become a member of the association and take advantage of member benefits and policy/legislative support. I understand that payment terms vary by carrier and are due as required unless additional financing options are requested and made. I understand that this proposal is a summary of coverage and that the actual policy forms will govern any coverage provided. I have supplied all binding requirements noted on Premium Summary Page

- As presented (all lines). **Please bind the premiums on the prior page as presented and accepted.**
- With changes noted below. **Please bind the premiums on the prior page as presented and accepted with changes noted below.**

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

# RECOMMENDED COVERAGES

CalNonprofits Insurance Services (CNIS) recommends that ALL clients consider the following coverages. We understand that a robust insurance program may not fit in every budget, however these coverages are important to protect your mission against the risks. See the glossary for more information.

Please let us know if you would like quotes on any of these coverages.

COVERAGE	RECOMMENDATION
General Liability	Every organization needs General Liability to protect the organization against lawsuits and claims for bodily injury and property damage caused by your operations and/or premises
Employee Benefits Liability	Covers errors in the administration of employee benefits programs – endorsed to General Liability policy
Sexual & Physical Abuse/Molestation Coverage	Covers bodily injury due to sexual or physical abuse
Liquor Liability	If host liquor coverage is not enough.
Automobile Liability	ALL nonprofits need Hired/Nonowned Auto Liability at the bare minimum. You will need full auto liability if there are any owned or leased autos
Directors & Officers Liability	Protects directors and officers for wrongful decisions made while managing the organization.
Employment Practices Liability	Covers wrongful termination, discrimination, sexual harassment, etc... - these charges can be brought by volunteers
Fiduciary Liability	Error/Omissions in administration of assets or employee benefits programs
Third Party Liability	Endorsement to Employment Practices to cover similar claims by third parties (contractors)
Professional Liability (Errors & Omissions)	Covers errors in providing or failing to provide services - including social services, education, counseling, pastoral, etc.
Workers Compensation	Required by law if you have any employees
Property Coverage	Covers physical assets of the organization – buildings, contents, tenant improvements, required by lease
Inland Marine Coverage	Property coverage for property that moves around such as laptops or other equipment
Equipment Breakdown	Electrical or mechanical breakdown of property
Crime Coverage	Protects against financial loss by employee theft, forgery, robbery, etc.
Cyber Security Liability	Coverage for data breach, computer fraud, virus, social engineering, etc...
Earthquake Coverage	Coverage for building and/or contents for damage by earthquake or landslide
Flood Coverage	Coverage for building and/or contents for damage caused by flood
Accident Insurance	Medical coverage for accidents to participants, students, volunteers or Business Travel for employees
International Package	General Liability and Work Comp for international travel
Umbrella/Excess	Additional limits over other insurance policies

# AM BEST RATINGS

## GUIDE TO BEST'S FINANCIAL STRENGTH RATINGS

If the coverage sections indicate coverage is placed with a non-admitted carrier, the carrier is doing business in the state as a surplus lines or non-admitted carrier. As such, this carrier is not subject to the same regulations which apply to an admitted carrier nor do they participate in any insurance guarantee funds applicable in the state. The A.M. Best rating was verified on the date the proposal document was created.

### A.M. Best Rating Levels and Financial Categories

Level	Description
A++, A+	Superior
A, A-	Excellent
B++, B+	Good
B, B-	Fair

Level	Description
C++, C+	Marginal
C, C-	Weak
D	Poor
E	Under Regulatory Supervision

Level	Description
F	In Liquidation
S	Suspended

(Based on Policyholders' Surplus Plus Conditional Reserve Funds)

I	Up to \$1 Million
II	\$1 Million to \$2 Million
III	\$2 Million to \$5 Million
IV	\$5 Million to \$10 Million
V	\$10 Million to \$25 Million
VI	\$25 Million to \$50 Million
VII	\$50 Million to \$100 Million
VIII	\$100 Million to \$250 Million

IX	\$250 Million to \$500 Million
X	\$500 Million to \$750 Million
XI	\$750 Million to \$1 Billion
XII	\$1 Billion to \$1.25 Billion
XIII	\$1.25 Billion to \$1.5 Billion
XIV	\$1.5 Billion to \$2 Billion
XV	\$2 Billion or more

You can find a complete guide to the Financial Strength Ratings on the A.M. Best website -

<http://www.ambest.com/ratings/guide.pdf>

# GLOSSARY OF COMMON COVERAGE TERMS

This glossary is provided to help you understand common insurance terms and types of insurance. It is not a guarantee of coverage nor does it define the terms in the proposed insurance policies. The actual wording in the policy forms govern the coverages provided.

**Accident Insurance** – No fault medical coverage – available for participants, students and/or volunteers. Business Travel Accident insurance available for your employees that travel.

**Additional Insured** - An entity or person not automatically included as an insured in the policy who is added or included by endorsement. Some policies have Automatic Additional Insured status for those entities meeting the requirements in the endorsement.

**Automobile Insurance** – Protects your organization against bodily injury and property damage due to the ownership or use of automobiles. Should include Hired/Non-owned Auto coverage to cover liability from rented, leased or borrowed vehicles, including those of volunteers. Hired/Non-owned Auto coverage does not cover the vehicle and any insurance carried by the owner is primary.

**Bond** – Usually required by contract to guarantee performance or fidelity of the obligor.

**Catastrophe Insurance** – Earthquake, Flood, and Difference in Conditions policies.

**Collision Coverage** – Protection for automobiles against loss caused by collision or overturn.

**Commercial General Liability Policy** - Protects your organization against liability claims for bodily injury and/or property damage arising out of your premises, operations, products, advertising, and personal injury.

**Comprehensive Auto Coverage**– Protection for owned or leased automobiles against loss or damage for causes other than collision or upset – such as fire, theft, windstorm, flood, and vandalism.

**Crime Coverages** – Protects your organization against financial loss caused by Employee Dishonesty, Fidelity, Fraud, Theft of Monies/Securities, Robbery or Burglary

**Cyber Liability** - Protects against data breach of confidential information. May include coverage for notification costs, credit monitoring, identity theft, defense costs, business interruption, computer fraud, cyber extortion, etc.

**Directors & Officers Liability** – Covers wrongful decisions made by the board of directors or other covered officers. Protects the personal assets of board members.

**Employee Benefits Liability** – Covers errors or omissions in the administration of the employee benefits programs. Usually endorsed to the General Liability policy.

**Employment Practices Liability** – Protects against wrongful acts arising from the employment process such as wrongful termination, discrimination, sexual harassment, retaliation, defamation, employment law violations, and invasion of privacy.

**Endorsements** – Endorsements are forms or clauses added to policies to change the terms of the policy. Endorsements can expand, limit or clarify the coverage provided by the policy forms.

**Equipment Breakdown** – Covers electrical or mechanical breakdown of equipment – including copiers and computers. Can include business income, extra expense, and spoilage.

**Exclusions** – Every policy has exclusions that limit the coverage provided in the insuring agreement.

**Fiduciary Liability** – Protects against claims of errors or omissions in the administration of assets or employee benefit programs.

## GLOSSARY CONTINUED

**Inland Marine** – Covers mobile property or property that needs enhanced coverage such as computers, signs, theater equipment, cameras, accounts receivable, valuable papers, construction equipment, etc.

**Insured-** “Insured” is a defined term in the policy and may differ between policies, please refer to each policy for the definition.

**Liquor Liability** – Covers liability exposures for sales, service and distribution of alcoholic beverages.

**Medical Payments** – Coverages available under both General Liability and Auto policies to cover medical expenses sustained as the result of an accident.

**Named Insured** - Named insureds have particular rights under the policy and are named on the declarations pages of the policy.

**Non-owned Auto** – Protects your organization against claims arising from employees and volunteers using their personal autos in the course of organizations business activities. The personal auto policy will be primary.

**Professional Liability (Errors & Omissions)** – Covers errors in providing or failing to provide professional services (social services, counseling, legal, medical, media, etc.)

**Property Coverage** – Covers your assets - building, tenant improvements and betterments, business personal property and business income – see schedule of coverages for specifics.

**Sexual & Physical Abuse/Molestation** – Covers bodily injury due to sexual or physical abuse.

**Umbrella/Excess Liability** – Higher limits of liability that will go over the policies listed on the schedule of underlying policies. Will not go over all policies.

**Workers’ Compensation** – Coverage required by law to cover employees for injury, illness or death on the job. Includes Employers Liability to protect against lawsuits above statutory coverages.



**CalNonprofits Insurance Services**  
A SUBSIDIARY OF THE CALIFORNIA ASSOCIATION OF NONPROFITS

PO Box 640  
Capitola, CA 95010

LET'S GET SOCIAL



## Removal of Board Members

- **Section 7.03: Minimum of 9 board members, maximum of 15**

Section 7.03 Number of Directors. The Board shall consist of a minimum of nine (9) and no more than fifteen (15) Directors, with the actual number to be determined from time to time by a resolution of the Board.

- **Section 7.05: Vacancies filled by a 2/3 majority vote**

Section 7.05 Vacancies. A vacancy on the Board shall be deemed to exist if a Director dies, resigns, is removed, or if the authorized number of Directors is increased. The Board may declare vacant the office of a Director who has been declared of unsound mind by a final order of court, convicted of a felony, or found by a final order or judgment of any court to have breached any duty arising under Article 3 of Chapter 2 of the California Nonprofit Public Benefit Corporation Law. Vacancies on the Board shall be filled by a two-thirds (2/3) majority vote of the Board. Each Director so elected shall hold office until the next election of the Board by the Members as described in Article VI above, or until the Director's death, resignation or removal from office.

- **Section 7.06: Cause for removal**

Section 7.06 Removal. A Director may be removed, with or without cause, by a majority vote of the Board at a special meeting called for that purpose in accordance with Section 7.12, or at a regular meeting in accordance with Section 7.11. Cause for removal shall include a Director failing to attend three (3) consecutive meetings of the Board or twenty-five percent (25%) of the meetings of the Board within a calendar year, failure to serve on and attend the meetings of at least one (1) committee, or a Director's failure to timely comply with the Board training requirements set forth in the Business Improvement District Agreement with the City of San Diego, if any. Any vacancy caused by the removal of a Director must be approved by the Members of the corporation in accordance Section 5222(a) of the California Nonprofit Public Benefit Corporation Law. and shall be filled as provided in Section 7.05 above.

- **Attendance to date**

*X - Excused (advance notice)*

*U - Unexcused (no show)*

	10-Dec	14-Jan	11-Feb	11-Mar	8-Apr	13-May
Andres Ripa						U
Carol Kang					X	U
Ernesto Medina	U			U	U	U
Jillette Yousif			U		U	
Jose Alfredo Ripa						
Marni Levy Wilton						
Norman Jester			X			
Ozmin Zarate Hilty		X			U	U
Silvana Alaniz			X			X
Sunil Gakhreja	U	U	U		U	U
Vicky Sharma		U	U			U
		28-Jan	25-Feb	25-Mar	22-Apr	27-May
Andres Ripa		X	U	U	U	
Carol Kang						
Ernesto Medina			X	U	U	
Jillette Yousif						
Jose Alfredo Ripa						
Marni Levy Wilton						
Norman Jester		X			X	
Ozmin Zarate Hilty			U	U	U	
Silvana Alaniz		X				
Sunil Gakhreja		U	U	U	U	
Vicky Sharma		U	U	U		

## Vacancy Nominations Process

### **Call for nominations to fill San Ysidro Community and Economic Development Corporation (SYCEDC) board seat terms**

Board membership requires monthly attendance to the Board meeting and service on one (1) or more committees as assigned. Nominations are being solicited for two (2) board member positions. Each director will serve either a one-year or two-year term of the remaining seat term. An interested person may self-nominate or be nominated by:

1. **Submitting a letter via email by June 10, 2026 at 4:00pm**, expressing their interest in becoming a candidate. Letters can be submitted to Gustavo Bidart at [bidart@civiccommunities.com](mailto:bidart@civiccommunities.com).
2. **Attending the SYCEDC Board of Directors meeting on June 10, 2026 at 9:00am**, and announcing their interest in becoming a candidate. A hard-copy of the letter can be submitted to Gustavo Bidart. Meetings are held at 663 E San Ysidro Blvd, San Ysidro, CA 92173.

Letters must include your first and last name, email, phone number, business name, business address, and Business Tax Certificate number.

Candidates will be placed on the June 24, 2026 meeting agenda as an action item for nomination and/or appointment to fill a vacancy. The Board of Directors votes on the nomination and/or appointment in accordance with the organization's bylaws and governance procedures. All candidates are invited to provide a brief introduction during the meeting, including:

- Professional background
- Connection to the community
- Interest in serving on the Board
- Areas of expertise or desired involvement