

CALICO ROCK COMMUNITY FOUNDATION, INC

# POLICIES & PROCEDURES

EFFECTIVE January 1, 2020

## 1.0 Foundation Policies

### 1.1 Mission of the Calico Rock Community Foundation

The Calico Rock Community Foundation *brings our community together* by honoring and preserving our past and preparing for our future.

### 1.2 Foundation Entities

The Foundation may conduct business in accordance with non-profit regulations and operate entities and enterprises, which currently include the Calico Rock Museum & Visitor Center, The Marketplace, Artisans Gift Shop, *Explore* magazine, and any other entity or enterprise approved by the board of trustees.

### 1.3 Financial Donors

The board of trustees retains sole discretion in accepting donations or recognizing donors. Donor information is considered proprietary and is not subject to release, sale or transfer.

### 1.4 Non-Discrimination

The Foundation shall not discriminate on the basis of race, religion, national origin, age, gender, sexual orientation or any other legally protected status.

### 1.5 Joint Ventures

The board of trustees may enter into joint ventures with civic organizations, other museums or foundations, and government entities without jeopardizing the tax exemption status of the foundation.

### 1.6 Accounting Practices

The Foundation uses cash basis accounting. The fiscal year is January 1-December 31.

### 1.7 Annual Reporting

The Foundation shall complete and timely file the required annual reports and returns with the Internal Revenue Service, state of Arkansas, and any other entity as required by policy or law.

### 1.8 Dissolution

Any and all property of the Foundation, which has not been disposed of by the board of trustees, shall become the property of the city of Calico Rock upon dissolution of the Foundation.

### 1.9 Valuation of Donations

A donor is responsible for valuation of real property for tax deductible purposes.

## 2.0 Museum Policies

### 2.1 Mission of the Calico Rock Museum & Visitor Center

The Calico Rock Museum & Visitor Center *builds a bridge* of culture and understanding by igniting a passion for history, art and science.

### 2.2 Standards of Excellence & Code of Ethics

The museum has a public trust to operate by high standards of excellence and follows the American Museum Association *Standard of Ethics*.

### 2.3 General Collections Guidelines

The Museum cannot and should not collect everything. The museum collection will consist of historical, cultural, scientific and artistic items. Items in collection will be kept as long as they retain their physical integrity, authenticity and usefulness.

### 2.4 Accession Guidelines

The guidelines for accession shall be:

- a) The museum will not accept objects with conditions, nor guarantee exhibition.
- b) All donations will become the unconditional permanent property of the museum.
- c) The museum will not accept objects as permanent loans.
- d) The museum may reject any object for any reason, especially objects that are duplicates, irrelevant, or if proper storage is not available.
- e) Objects shall be accessioned only when they have been collected or obtained in full compliance with the laws and regulations of the country of origin, the United States and the State of Arkansas.
- f) The Museum will comply with the Museum Property Act (A.C.A. 13-5-1001.)
- g) The museum determines how, or if, an object is exhibited.
- h) The collection will be properly cataloged and stored or displayed.

### 2.5 Interpretation and Display

The museum will use the most accurate research available in interpreting and presenting items in the collection. The trustees will resolve any disputes in interpretation.

### 2.6 Public Accessibility

The collection will be accessible to the public. Articles in archives may be inspected, upon request, within a reasonable period of time, during normal operating hours.

### 2.7 Guidelines for Accepting Loans

The museum may accept loaned artifacts and art using the following guidelines:

- a) Loans shall not be accepted for longer than eight (8) years. At the end of the eight (8) year period, the loan may be renewed for an additional eight (8) years. If the Museum is not in regular contact with the lender, the Museum will contact the owner using the address provided on the loan documents. If the owner cannot be reached, the Museum

will publish a notice in the local newspaper on two consecutive occasions. In the event of the Lender's death during the loan period, the Museum will make a good faith effort to return the item to rightful heirs of the Lender. In the event no heirs may be identified or if the owner or heirs fail to retrieve the item within six months after being notified, the item shall become the property of the Museum.

- b) The museum determines how, or if, it is displayed.
- c) There are risks beyond the control of the museum. Lenders waive all liability and shall have no expectation of compensation for loss.
- d) Every effort will be made to catalog items and have signed loan agreements.
- e) Objects or traveling exhibits will be accepted as incoming loans for the purposes of exhibition, identification or research when the museum determines that the loan will further its mission.
- f) The Lender may inspect the item, with reasonable notice, during normal business hours.

## 2.8 Deaccession

The board has the authority to deaccession, for any reason, by an appropriate means, any item(s) from the collection using the following guidelines:

- a) Items may be deaccessioned if they are no longer relevant to the museum's mission, can no longer be preserved, are deteriorated beyond usefulness, storage is no longer available, the item is broken, or a duplicate in better condition is available.
- b) Deaccessioned items may be returned to the original owner or heirs, transferred to public or private institutions, sold at a public auction, or appropriately destroyed at the discretion of the board of trustees.
- c) The deaccessioned item is removed from the permanent collections records.

## 3.0 Whistleblower Policy

The foundation encourages complaints, reports or inquiries about illegal practices or serious violations of the policies, including illegal or improper conduct. Retaliation, in any form, is strictly forbidden. Individuals who make knowingly false or bad faith reports may be disciplined by the board. All reports should be made to the board of trustees who will conduct a prompt, discreet, and objective review.

## 4.0 Endowment Fund and Planned Giving Policy

### 4.1 Planned Legacy Giving

Planned legacy gifts provide for the long-term financial security, maintenance and development of the Calico Rock Museum and community. These gifts honor the legacy of the donor beyond their natural lifetime and assure our mission is achieved for generations to come.

### 4.2 Planned Legacy Gifts

The Foundation may accept any gift, including, but not limited to: cash; publicly traded securities; life insurance policies designating the Foundation as the beneficiary; real property; and certificates of deposit. Planned legacy gifts may be designated for specific **restricted** purposes or may be given as an **unrestricted** general endowment by the donor.

The board of trustees may reject any planned legacy gift. The Foundation will not accept any restricted gift. The Foundation shall maintain a record of the restricted and unrestricted planned legacy gifts within the endowment fund.

### 4.3 Professional Financial Management

**Thrivent Financial** and the **InFaith Community Foundation**, and their agent(s), have been contracted to divest and invest assets, manage brokerage account(s), and for other services.

### 4.4 Foundation Endowment

The *Calico Rock Community Foundation Endowment Fund* (Endowment Fund), invested with the InFaith Community Foundation, is established for future capital or emergency needs; maintenance, operation, improvement and expansion projects; special projects; and community development.

### 4.5 Authority, Management and Fund Advisor

The board of trustees shall exercise all authority and maintain fiduciary responsibility for asset management and accountability. The **Chairman of the board of trustees** and the **Foundation Executive Director** shall be authorized agents/Fund Advisor for the Endowment Fund.

### 4.6 Distributions

The Foundation may receive a distribution from the Endowment Fund, including principal and/or earnings, at any time by an affirmative vote of 75% of the board of trustees. Donors shall be advised of our distribution options in accordance with the Uniform Prudent Management of Institutional Funds Act (UPMIFA).

## 5.0 Conflict of Interest Policy

### 5.1 Conflict of Interest

A conflict of interest arises when a person in a position of authority may benefit financially from a decision they make acting in their official capacity. When products, goods or services are sold to the foundation or museum at or below fair market value, there is no conflict.

### 5.2 Disclosure

When a *potential* conflict exists, a trustee or staff member will complete a Conflict of Interest Disclosure Form and submit it to the board for review.

### 5.3 Finding by the Board

The board shall be the finder of fact and will:

- (a) find no conflict exists; OR
- (b) exclude the person from the decision; OR
- (c) in extremely rare cases, remove the individual from office

### 5.4 Employment

In hiring employees, the foundation will actively seek diverse, well-qualified applicants. The foundation will hire the most qualified individual for the position. Trustees shall declare a conflict of interest if an applicant or employee related to them comes before the board. At such time, the trustee shall recuse themselves.

### 5.5 Recusal

When a trustee recuses themselves due to a potential conflict of interest, the trustee shall be completely removed from the meeting until consideration of the matter is completed. Any trustee may request another trustee recuse themselves for a potential conflict of interest.

## 6.0 Document Retention and Destruction Policy

The organizing documents, bylaws, board minutes, 501 (c) (3) designation letter, intellectual property rights records, copyright and trademark registrations, deeds, and certain other documents shall be **permanently retained**. Documents in pending investigation(s) or litigation must be retained for **three years** after the matter is closed. Tax returns, employee records, lease agreements, paid invoices, and bank statements will be retained for **five years**.

## 7.0 Continuity of Policies

If any policy is in conflict with state or Federal law or regulation, the policy will be superseded by law or regulation. If any policy is invalidated, the remaining policies shall remain in force.

## 8.0 Employee Policies

### 8.1 Employment and Supervision

Employees must be U.S. citizens or permanent resident and shall provide proof of citizenship under the law. The board of trustees shall employ an executive director who shall be supervised by the board chairman. The Executive Director shall have the authority to employ, set compensation, assign and schedule, supervise, discipline, suspend, and terminate employees. Employees must be physically able to complete the duties of their job.

### 8.2 "At Will" Employment

Under Arkansas law, employees are "at will" and may be terminated at any time without cause.

### 8.3 Compensation

Compensation for all employees shall be reviewed annually by the board of trustees.

### 8.4 Employee Records

Employee records will be kept in the Foundation office. Employees may examine and request a copy of their records during normal business hours.

### 8.5 Equal Opportunity Employer

The Foundation is an equal opportunity employer and will not discriminate on the basis of race or color, national origin, age, gender, sexual orientation, affiliation, or religion.

### 8.6 Worker's Compensation

The Foundation will provide workers compensation in accordance with applicable law(s). All on-the-job accidents **must** be reported to an employee's supervisor immediately.

### 8.7 Unemployment Insurance

The Foundation will provide unemployment insurance in accordance with Arkansas law.

### 8.8 Overtime Pay

Employees will be adequately and appropriately compensated for overtime work in accordance with applicable law and regulation. (A.C.A. 11-4-211, 11-4-203, FLSA)

### 8.9 Pay Period

Employees will be paid on the 3rd and the 18th of the month. Payroll is subject to Federal bank holidays.

### 8.10 Withholding

The Foundation will withhold all federal and state income taxes, FICA/FUTA withholding, and returns will be timely filed and paid.

### **8.11 Employee Leave, Tardiness, and Absenteeism**

- A. Employees shall not be entitled to any paid leave unless provided specifically in the employee's employment agreement.
- B. If an employee is entitled to annual leave, it must be approved by the executive director at least two weeks in advance. If an employee is sick, they must make every effort to notify the executive director as early as possible, but no later than 9:00 a.m. Time off will not be granted during holidays or when special events have been scheduled.
- C. Tardiness and absenteeism causes a strain on fellow team members and prevents normal operation of the business. Tardiness and absenteeism will not be tolerated and is subject to disciplinary action, including termination.
- D. An employee may request an unpaid medical leave of absence for catastrophic events or major health events. The personnel committee of the board of trustees shall consider all unpaid medical leave requests and will notify the employee in writing of their decision. An employee may be granted unpaid medical leave for a period not to exceed 60 days.

### **8.12 Family and Medical Leave Act**

The Foundation is exempt from the Family and Medical Leave Act.

### **8.13 Jury Duty**

An employee will be allowed unpaid leave for service on a state or Federal jury by law without impact on their employment. (ACA 16-31-106)

### **8.14 Professionalism**

Employees are expected to conduct themselves in a professional manner including their dress, workspace neatness, and content of conversations.

### **8.15 Computer and Cell Phone Usage**

Employees may not use the computer(s), iPads, or internet for personal use or play games or use personal social media during work time. Personal phone use must be kept to a minimum.

### **8.16 Military Leave**

The Foundation complies with active duty military leave law. (ACA 12-62-413)

### **8.17 No Smoking Facility**

Smoking is not permitted in any of the Foundation's grounds as governed under the Arkansas Indoor Clean Air Act of 2006 except for designated smoking areas.

### **8.20 Work Product**

Work product developed by the employee in the course of their employment is the exclusive property of the foundation.

### **8.21 Performance Evaluations**

Performance evaluations of every employee will be conducted at least annually.



### **8.22 Employee Complaints, Grievance or Appeal**

Employee complaints or grievances may be made to the board of trustees at any time. If the grievance involves suspension or termination, the board will hear the dispute in executive session and will be an impartial finder of fact. Any trustee with prior involvement in the situation will recuse themselves. The board decision will be considered a final resolution of the matter.

### **8.23 Drugs and Alcohol Prohibited**

Employees may not be under the influence of drugs or alcohol at work which would impair their judgment. Employees may be required to take a drug or alcohol test upon reasonable suspicion of impairment. Employees who test positive or refuse to be tested are subject to disciplinary action, including, but not limited to, termination.

### **8.24 Employee Friendly Workplace**

Employees will be free from sexual or other harassment and work in a safe environment. Any employee that creates an unsafe working environment due to their actions, negligence or malice shall be subject to disciplinary action including, but not limited to, termination.

### **8.25 Proper Handling of Funds**

All monies shall be deposited into and paid from foundation account(s) and be properly accounted. All returns shall be filed, bills paid, and funds deposited in a timely fashion.

### **8.26 Travel Reimbursement**

The cheaper of gasoline costs or mileage, up to \$125 per day for lodging, up to \$75 per day for meals, and parking are authorized expenses for pre-approved travel. Expenses may be charged directly to Foundation-issued credit cards or submitted for reimbursement.

### **8.27 OSHA Right to Know Training Program**

As the Foundation does not employ 10 or more full-time employees, it is not required to comply with the Right to Know training program.

### **8.28 Employee Safety**

Employees will be trained in emergency evacuation plans, basic fire and safety training, and the use of safety gear. Appropriate safety gear and first aid kits will be readily available. Employees should use safety gear when cleaning, cutting, lifting, and conducting other similar tasks.

### **8.29 Security Monitoring**

In an effort to maintain the highest level of security and protect employees and customers, the Foundation operates a 24/7 video surveillance system and may employ audio surveillance systems.

### **8.30 Credit Cards**

Foundation credit cards will be issued to appropriate staff for Foundation business. All receipts must be retained and submitted to the executive director after the purchase.

**CALICO ROCK COMMUNITY FOUNDATION, INC. ENDOWMENT FUND  
PLANNED LEGACY GIVING AGREEMENT**

Donor Information:

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

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

Gift: \_\_\_\_\_ Cash \_\_\_\_\_ Publicly Traded Securities \_\_\_\_\_ Real Property  
\_\_\_\_\_ Life Insurance Policy \_\_\_\_\_ Certificates of Deposit \_\_\_\_\_ Other

This gift will be: \_\_\_\_\_ **Unrestricted.** My gift may be divested and incorporated into the Foundation's endowment fund without restriction according to endowment fund policies.

\_\_\_\_\_ **Restricted.** My gift may be divested and incorporated into the Foundation's endowment fund but must be used only for the purposes that I am designating in according to the endowment fund policies.

I want my restricted gift to only be used for: \_\_\_\_\_  
\_\_\_\_\_

Specific description of gift(s): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The Foundation may receive a distribution from the Endowment Fund, including principal and/or earnings, at any time by majority vote of the board of trustees. Donors shall be advised of our distribution options in accordance with the Uniform Prudent Management of Institutional Funds Act (UPMIFA).

\_\_\_\_\_ I have been given a copy of the Foundation's planned giving policy and understand this is a binding agreement between myself and the Foundation.

By signing this agreement, I acknowledge I am the rightful owner of the property described above and have the legal authority to make this gift. I acknowledge I am competent and am freely making this legacy gift on my own accord.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_