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A Recognized 501 (c) (3) Not-for-Profit Organization (Donations to which are tax deductible)
Providing Fine Arts Education at an Affordable Cost

“For Every Child Who Dreams To Perform”

Policy Handbook

A Premier Organization

The **Cheaha Creative Arts** organization is the manager of a multi-disciplinary fine arts education after-school program, housed in the National Registered Historic Gov. Tomas E. Kilby House through the approval of the Anniston City Board of Education.



“The **Cheaha Creative Arts** is proudly accredited by the Standards for Excellence Institute® as having met all the requirements of the Standards for Excellence®: An Ethics and Accountability Code for the Nonprofit Sector.”

Revised 11/28/2018

Cheaha Creative Arts, Inc. Policy Handbook

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Welcome

Welcome to your new job at **Cheaha Creative Arts, Inc. (CCA)**. We wish you every success in your endeavors here. You were hired because we believe that you will be a positive addition to our workforce, and is committed to maintain in the framework of providing to the students who partake in the after-school fine arts program principles of high educational standards. We hope you will find your work rewarding and stimulating, and that you will enjoy being a part of the **Cheaha Creative Arts, Inc.** family

Mission

The **mission** of **Cheaha Creative Arts, Inc.** is to provide an affordable multidisciplinary fine arts genre program to children and adults throughout the Calhoun County area.

Vision

The **vision** of **Cheaha Creative Arts, Inc.** is to be a premier organization that provides an affordable cost high quality fine arts educational program designed to educate, inform and inspire children and adults, who resides in the Calhoun County area.

Code of Ethics

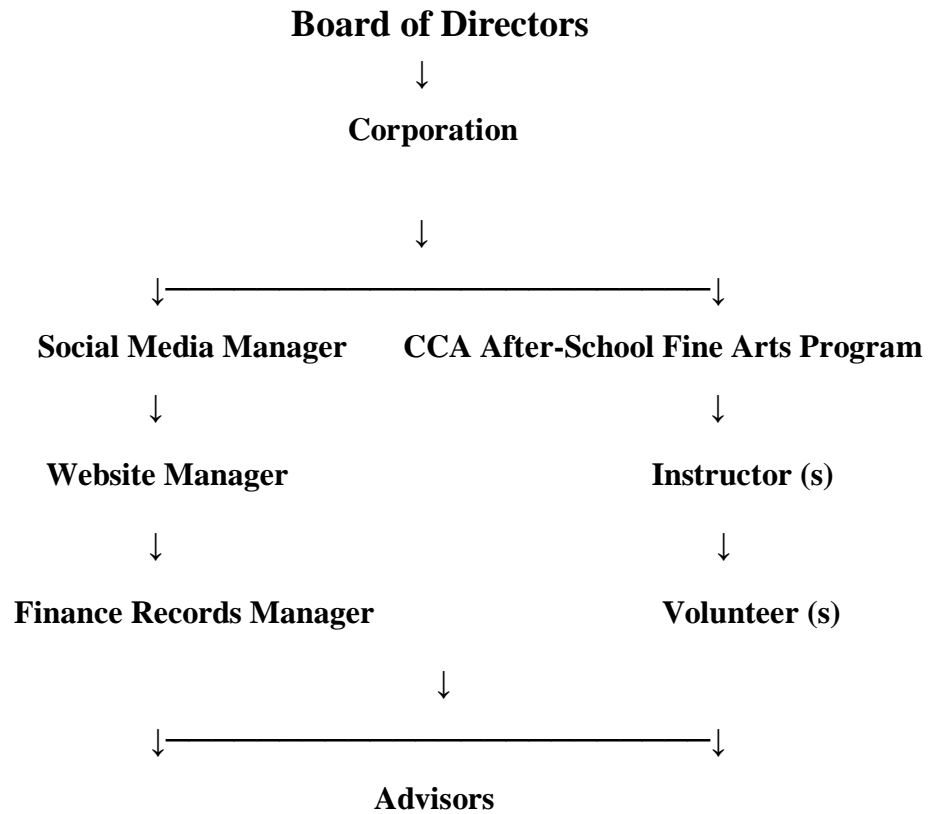
Cheaha Creative Arts, Inc. (CCA) will conduct its non-profit organization honestly and ethically. **CCA** will constantly improve the quality of our after-school fine arts program operations, create a reputation for honesty, fairness, respect, responsibility, integrity, trust and sound business management judgment.

CCA ethical performance is based on the high personal integrity standards of the Corporation, Board of Directors, Administrative Staff and Instructors in the management of the after-school fine arts educational program.

Organizational Governance Structure

The **President** is the Chief Executive Advisor of this Corporation and will, subject to the control of the Board of Directors or any Committees, supervise and control the affairs of the Corporation. The President will perform all duties incident to the office of President and any other duties that may be required by the Bylaws or prescribed by the Board of Directors.

Organizational Chart



Disclaimer

CCA Corporation, administrative staff, board of directors, volunteers serve on a volunteer basis and all contract instructors are employed on a part-time basis.

Openness

CCA is a private corporation that operates for the public benefit with support from the general public. As such, CCA provides the public with information about our mission, program activities, and finances. CCA is accessible and responsive to members of the public who express interest in the affairs of the organization.

Public Affairs and Public Policy

CCA provides important vehicles through which individuals organize and work together to improve the community. CCA represents the interests of the people we serve through public education and public policy advocacy, as well as by encouraging our board members, volunteers, contract instructors and constituents to participate in the public affairs of the community.

Equal Employment Opportunity

Cheaha Creative Arts, Inc. is committed to providing equal employment opportunities for all contract instructors. Conditions of employment will be carried out without regard to race, color, national origin, religion, age, disability, sex (including pregnancy), sexual orientation, veteran's status, marital status, genetic information or any other factor protected by federal, state or local law. **Cheaha Creative Arts, Inc.** will not tolerate acts deemed to constitute discrimination or harassment based on race, color, national origin, religion, age, disability, sex (including pregnancy), sexual orientation, veteran's status, marital status, genetic information or any other factor protected by federal, state or local law.

Cheaha Creative Arts, Inc. Good Housekeeping Standard Procedure Policy

It is the individual responsibility for all CCA corporation, board of directors, certain consultants, volunteers, parents/students, part-time contract instructors and partner organizations affiliated with CCA to review all policies and procedures. It is the responsibility of the CCA Board of Director's to get all required document policy procedure requirements signed. All signed documents will be kept on file.

Confidentiality

Cheaha Creative Arts, Inc. (CCA) considers student information to be confidential and/or proprietary. Such information should not be communicated without proper authorization from the CCA Board of Director's, who must have parental permission.

Conflict Of Interest

It is the responsibility of the CCA Board of Director's to enforce the mandatory policy requirements for all volunteers and Board of Directors to annually review and sign the **CCA Conflict of Interest Policy Annual Affirmation of Compliance and Disclosure Statement**. Signed disclosures from volunteers and Board of Directors about actual or potential conflicts of interest will be obtained at the time of election, appointment or hiring, which includes a declaration that states having read, understanding and intentions to comply with CCA's policy. If at all possible, CCA should avoid transactions involving potential conflicts of interest and self-dealing situations.

This conflict of interest policy of **Cheaha Creative Arts, Inc. (CCA)**

- Defines conflicts of interest.
- Identifies classes of individuals within the organization covered by this policy.
- Facilitates disclosure of information that may help identify conflicts of interest.
- Specifies procedures to be followed in managing conflicts of interest.

1. Definition of Conflicts of Interest

A conflict of interest arises when a person in a position of authority over the organization may benefit financially from a decision he or she could make in that capacity, including indirect benefits such as to family members or businesses with which the person is closely associated. This policy is focused upon material financial interest of, or benefit to, such persons.

2. Individuals Covered

Persons covered by this policy are the organization's administrative staff, volunteers and Board of Directors.

3. Facilitation of Disclosure

Persons covered by this policy will annually disclose or update, in writing, to the President of the Board of Directors any interests that could give rise to conflicts of interest, such as a list of family members, substantial business or investment holdings and other transactions or affiliations with businesses and other organizations or those of family members.

4. Procedures to Manage Conflicts

For each interest disclosed to the President of the Board of Directors, the President will determine whether to (a) take no action, (b) assure full disclosure to the Board of Directors and other individuals covered by this, (c) ask the person to recuse from participation in related discussions or decisions within the organization, or (d) ask the person to resign from his or her position in the organization or, if the person refuses to resign, become subject to possible removal in accordance with the organization's removal procedures. The organization's president/executive and finance executive will monitor proposed or ongoing transactions for conflicts of interest and disclose them to the President of the Board of Directors in order to deal with potential or actual conflicts, whether discovered before or after the transaction has occurred.

REMINDER: If at any time there is a matter under consideration that may constitute a direct or indirect conflict of interest or a bias either pro or con not listed on this form, it is your obligation to disclose the facts to the Board or relevant committee (i.e. Donors, Relative, Business Associate etc.) immediately.

Cheaha Creative Arts, Inc. CCA
(Conflict of Interest Policy Annual Affirmation of Compliance and Disclosure Statement)

I. Personal Data

Print Name: _____

Current Employer or Business Affiliation: _____

Position: _____

II. Other Business Activities

Please disclose any other employment, business or financial interest which you or a member of your immediate family may have as an officer, director, trustee, partner, employee or agent, which might give a rise to a possible conflict of interest or duality of interest with **CCA**.

III. Charitable or Civic Involvement

Please disclose all official positions which you or any member of your immediate family may have as a director, trustee or officer of any charitable, civic or community organization as well as any unofficial roles such as significant donor, volunteer, advocate or advisor which might give rise to a possible conflict of interest or duality of interest between you and **CCA**.

I have received and carefully read the Conflict of Interest Policy for board members and volunteers of **Cheaha Creative Arts, Inc.** and have considered not only the literal expression of the policy, but also its intent. By signing this affirmation of compliance, I hereby affirm that I understand and agree to comply with the Conflict of Interest Policy. I further understand that **Cheaha Creative Arts, Inc.** is a charitable organization and that in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

Except as otherwise indicated in the Disclosure Statement and any attachments, I hereby state that I do not, to the best of my knowledge, have any conflict of interest that may be seen as competing with the interests of **Cheaha Creative Arts, Inc.**, nor does any relative or business associate of mine have such an actual or potential conflict of interest.

I further certify that the information set forth in the Disclosure Statement and any attachments is true and correct to the best of my knowledge, information, and belief; I will adhere to the document's spirit, principles and practices.

Signature: _____ Date: _____

Payroll

Cheaha Creative Arts, Inc. pays the **Contract Instructors** on the second week of classes each month and if the program becomes a weekly program then pay will be on a biweekly basis.

Contracts

If you are entering into a contract on behalf of **Cheaha Creative Arts, Inc. After-School Fine Arts Program**, you must adhere to the **Part-Time Contract Instructor – Position of Teacher** signed agreement, the policies set forth in the **Cheaha Creative Arts, Inc. Policy Handbook** is strictly for that signed agreement. The contract does not require initial assessment, screening, assignments training ongoing supervision or the need for opportunity advancements. If services are not rendered in accordance to the contract agreement, continued failure to abuse the absence/leave policy, **CCA** reserves the right to terminate the contractual agreement.

Job Description

CCA job descriptions are fundamental for sound management. Each **CCA Contract Instructor** is required to read and sign their job description that includes the job title, a statement of the basic purpose of the job, a list of specific responsibilities. **CCA** provides a copy of the job description to each contract instructor.

Resignation

Contract Instructors who intend to resign should give at least two weeks written notice. If you resign in good standing under this policy, you will be eligible for reemployment. You should confirm your forwarding address to ensure that benefits and tax information are received in a timely manner. **Contract Instructors** who leave the service of **Cheaha Creative Arts, Inc. (CCA)** for any reason shall receive all pay that may be due them.

Absence/Leave Policy

Contract Instructors who need to change the calendar scheduled program class for a personal prior engagement are required to provide the **CCA** Director with reasonable advance notice. This allows for the director to prepare notification changes for the program class time to all parents/students/adults to assure that the student needs are met.

CCA Policy Handbook Receipt

I have reviewed a copy of **Cheaha Creative Arts, Inc. (CCA)** Policy Handbook on this _____ day of _____ (month), 20___. I agree that it is my responsibility to read and understand the policies contained in it, and that I may, at any time during my involvement at **CCA** ask questions about this handbook to the **Director** or another representative of **CCA Board of Directors**. I understand that these policies govern my involvement with **Cheaha Creative Arts, Inc.** and I agree to abide by these policies.

I further understand that **Cheaha Creative Arts, Inc.** may at any time, with or without notice, unilaterally amend, modify, reduce, or discontinue any and all of the rules, policies in this Handbook. I also understand that this Handbook contains an overview of the workplace policies and practices.

I understand that no representative of **Cheaha Creative Arts, Inc.**, other than the **CCA Board Chair** and **Directors** has the authority to enter into an agreement with me for the designated position I hold during my involvement with **CCA**, i.e. **(Volunteer, Board of Directors or Part-Time Contract Instructor)** for any specified period of time or to make any agreement with me contrary to the foregoing, either of which must be in writing.

Board of Directors/Volunteers/Part-Time Contract Instructors

Print Name: _____

Signature: _____

Date _____

Witness Signature: _____

Cheaha Creative Arts, Inc. Representative

Date _____

Whistleblowing

Cheaha Creative Arts, Inc. (CCA) will not discharge, threaten, or otherwise discriminate against a board members, staff, volunteers, parents/students/adults and contract instructors because:

- They or someone acting on their behalf report or are about to report to **CCA** governing body or a public body a violation or a suspected violation of a law, rule, ordinance, or regulation or a contract unless they know the report is false; or
- A board member, volunteers, parents/students/adults and contract instructors is requested by a public body to participate in an investigation, hearing, or inquiry held by a public body or a court action.

Reporting - Such concerns, including those relating to unethical or illegal conduct may be reported directly to:

Cheaha Creative Arts, Inc.
CCA Board of Director, Chair
P.O. Box 5097
Anniston, AL 36205-0097
(256) 473-7707
ccafineartseducation@gmail.com

Violence in the Workplace

The safety and security of all **board members, volunteers, parents/students/adults** and **contract instructors** is of primary importance at **Cheaha Creative Arts, Inc. (CCA)**. Threats, threatening and abusive behavior, or acts of violence against employees, visitors, clients, or other individuals by anyone on organization property will not be tolerated. Violations of this policy will lead to corrective action up to, and including, termination and/or referral to appropriate law enforcement agencies for arrest and prosecution. **CCA** reserves the right to take any necessary legal action to protect its organization **board members, volunteers, parents/students/adults** and **contract instructors**.

Any person who makes threats, exhibits threatening behavior, or engages in violent acts on **CCA's** premises shall be removed as quickly as safety permits and shall remain off the organization's premises until an investigation has been completed.

Drug-Free and Alcohol-Free Environment

To ensure the high standards necessary to conduct **Cheaha Creative Arts, Inc.'s (CCA)** business, and to comply with the requirements of the Drug-Free Workplace Act of 1988, **CCA** instituted this Drug Free and Alcohol-Free Workplace policy. **CCA's** purpose in implementing this policy is to provide a drug-free and alcohol-free workplace in order to ensure a safe, healthy, and productive work environment for all employees. In addition to being concerned about your well-being, there is equal concern that **CCA's** reputation and image is not compromised in any way. **CCA's** policy concerning drug and alcohol use and abuse is as follows:

- You must report to work in a fit condition to perform your duties. Being under the influence of drugs or alcohol is not acceptable.
- **CCA** prohibits the unlawful manufacture, distribution, dispensing, possession, or use or abuse of illicit drugs, alcohol, or prescription drugs if used in a way that is illegal or counter to published policy on controlled substances in the workplace.

Harassment & Discrimination Policy

It is **Cheaha Creative Arts, Inc.'s (CCA)** policy to treat all Volunteers, Board of Directors, Contract Instructors with dignity and respect and to provide a work environment free from harassment and illegal discrimination based on race, color, national origin, religion, age, disability, sex (including pregnancy), sexual orientation, veterans status, marital status, genetic information or any other factor protected by federal, state or local law. No **CCA** volunteers, Board of Directors, contract instructors should be subjected to harassment or discrimination by another employee, manager, client or visitor and all employees should be aware of what harassment, both sexual and non-sexual, and discrimination are and what steps to take if harassment or discrimination occurs. **CCA** will take immediate steps to address complaints of slurs or harassment based on any characteristic protected by law.

This policy applies to all **CCA** settings and activities, whether inside or outside the workplace, and includes business trips and business-related social events. **CCA's** policy against harassment covers **volunteers, Board of Directors, contract instructors** and other individuals who have a relationship with **CCA** which enables the organization to exercise some control over the individual's conduct in places and activities that relate to **Cheaha Creative Arts, Inc.'s** work (e.g. **directors, officers, contractors, vendors, volunteers, etc.**).

Grievance Procedure

Whenever a number of people work together, personal problems or differences will occasionally arise. Normally, these concerns can be resolved informally within each department. The first step toward a solution of a problem is a frank and early discussion with the **Cheaha Creative Arts, Inc. (CCA), Board of Director, Chair.**

If the grievance involves a member of the **CCA** board members, staff, volunteers, parents/students/adults and contract instructors, (including the Executive Director), the complainant may file his or her written grievance directly with the **President (OR Chairman)** of the Board of Directors. The **CCA** Board of Directors generally will not consider individual employment issues as appropriate matters for review, unless exceptional circumstances exist. The Board will determine the method it will use to resolve the grievance and will make every effort to do so in a timely manner.

Corrective Action

All **Cheaha Creative Arts, Inc.** volunteers and contract instructors are expected to meet established standards of attendance, performance, and conduct. Volunteers and contract instructors who demonstrate poor attendance, substandard work performance, or unacceptable conduct will be subject to review and corrective action taken by the **Cheaha Creative Arts, Inc. Board of Directors.**

Fundraising Principles, Policies and Procedures

Fundraising Principles

Cheaha Creative Arts, Inc. (CCA) requires all volunteers and Board of Directors, including donors, to adhere to ethical practices when soliciting constituents for the benefit of **CCA**. Funds shall be solicited in a respectful manner and without pressure. All third parties not directly affiliated with **CCA** who wish to solicit funds on behalf of the organization must acquire written permission from the **CCA** prior to beginning any fundraising activities.

Donor-designated restrictions on contributions shall be honored. **Cheaha Creative Arts, Inc.** is a non-profit **501(c)(3)** organization and contributions made to the organization are tax deductible to the fullest extent of the law. **CCA** will include the following clause statement to all correspondence that is sent to potential donors, annual donors and sponsorships:

Cheaha Creative Arts, Inc. is a 501(c)(3) nonprofit organization -- donations to which are tax deductible to the fullest extent allowed by law. No goods or services were provided in exchange for your generous financial donation.

If a donor receives anything in exchange for their donation, such as a dinner or event admission, the tax receipt shall clearly state what portion of the donation is tax deductible.

Donor Privacy Policy

Any information supplied to **Cheaha Creative Arts, Inc. (CCA)** by donors will be used solely to fulfill their donation and shall not be shared for any reason unless permission is granted by the donor to share such information. All requests to remain anonymous shall be honored. **CCA** does not sell or share donor lists. Donors who supply **CCA** with their postal address or email address may be contacted periodically for solicitation purposes and/or with information regarding upcoming events. Donors may request to be permanently removed from **CCA's** mailing list by contacting us via email, phone or postal mail. All requests to be removed from **CCA's** mailing list shall be honored.

CCA complies with all current federal and state rules regarding solicitation and collection of charitable contributions, whether specifically addressed in these **Fundraising Principles, Policies and Procedures** or not, as well as all future revisions to those rules. All charitable donations issued to **CCA** will be noted in the finance chronology records and the specified intentions for the funding as well.

Gift Acceptance General Policy

CCA is a **501(c)(3)** tax-exempt organization. Contributions made by donors may be eligible for a charitable contribution income tax deduction in accordance with IRS tax regulations. **CCA** will accept all donations of cash, cash equivalents and gifts-in-kind. All other donations in whatever form are subject to approval in advance of acceptance by **CCA Board of Directors**.

Criteria for Acceptance:

In general, a charitable contribution is a gift that has three essential elements: donatives intent, delivery and acceptance. The following are the general guidelines that **CCA** must consider in order to accept a gift:

- The gift substantially benefits **CCA** and its mission.
- The gift is complete, voluntary and unconditional. In addition, there should not be any substantial benefit transferred to the donor in return for the gift.
- The gift is free of substantial restrictions on the use of donated items. (Generally, if a donor imposes substantial restrictions on the use of the donated item, the charitable deduction may be disallowed by the IRS.)

CCA will respect the intent of the donor relating to gifts for restricted purposes and those relating to the desire to remain anonymous. With respect to anonymous gifts, **CCA** will restrict information about the donor to only those staff members with a need to know.

Acceptance of any contribution, gift or grant is at the discretion of **Cheaha Creative Arts, Inc. (CCA)**. **CCA** will not accept any gift unless it can be used or expended consistently with the purpose and mission of **Cheaha Creative Arts, Inc.**

No irrevocable gift, whether outright or life-income in character, will be accepted if under any reasonable set of circumstances the gift would jeopardize **Cheaha Creative Arts, Inc.**

Certain other gifts, real property, personal property, in-kind gifts, non-liquid securities, and contributions whose sources are not transparent or whose use is restricted in some manner, must be reviewed prior to acceptance due to the special obligations raised or liabilities they may pose for **Cheaha Creative Arts, Inc.**

Procedures for Contributions

1. Contributions made by check to **CCA** should be made payable as follows:

Cheaha Creative Arts, Inc.
ATTN: President/Chief Executive Advisor
P.O. Box 5097
Anniston, AL 36205-0097

2. All cash gifts accepted and received by the **CCA** staff will be processed and acknowledged in a timely manner.
3. Donor acknowledgement by **CCA** will include the following in the acknowledgement letter to the donor:
 - A description (**but not the value**) of the noncash property contributed to **CCA** by the donor;

Volunteer Policy

The purpose of the volunteer policy is to provide an overall guidance and understanding and the functions of a **CCA** volunteer and their role in respect to the overall management of the after-school fine arts program. They are intended for internal management guidance only. They do not constitute, either implicitly or explicitly, a binding contractual or personnel agreement that requires initial assessment, screening, assignments training for work responsibilities, ongoing supervision or the need for opportunity advancements. **CCA** reserves the right to change and to expect adherence to the changed job descriptions. Unless specifically stated, these job descriptions apply to all volunteers in all programs and projects undertaken on or on behalf of the **CCA**. **CCA** was established as a volunteer organization requiring **no compensation** for services that excludes the part-time contractual instructors, who are paid hourly for their perspective professional expertise to teach the various arts genres and part-time contractual professional marketing, website management personal who are paid a small specified stipend for their services. This policy provides guidance and direction for the volunteer who wants to give of their time and services to an organization they support without being bound to strict rules and regulations for their time and in-kind services they may render. Volunteers will complete the **CCA** Volunteer Hours of Service Track Form whenever they provide volunteer service. The form will be obtained from the **CCA** Website.

Role of Volunteer(s)

The positive role volunteer's create for the **CCA** after-school fine arts program are the following:

- Help maintain good relationships/partnerships in the community on behalf of **CCA** from their personal connections or work relationship with local organizations;
- Help to eliminate the need for additional financial expenditures for contracted services to help in the management of the after-school fine arts program;
- Volunteers create a financial savings from their in-kind professional expertise services they render eliminating the need to seek other entities;
- Enhances the potential for increased financial support from donors who have a personal connection or work relationships with the **CCA** volunteer.

Volunteer Standards and Responsibilities

Volunteers represent a valuable resource for **CCA**. Volunteers are given meaningful assignments and effective direction, and are recognized for work done. In return, volunteers should actively perform their duties to the best of their abilities and remain loyal to the mission, vision, rules, policies and procedures for **CCA**.

Conflict of Interest

No person who has a conflict of interest with any activity or program of **CCA** shall be accepted or be allowed to continue to serve as a volunteer. Every volunteer will annually review and sign the **CCA Conflict of Interest Policy Annual Affirmation of Compliance and Disclosure Statement**.

Confidentiality

Volunteers are responsible for maintaining the confidentiality of all appropriate or privileged information to which they are exposed while serving as volunteers, whether this information involves student personal information, volunteers, or other persons, or involves the overall **CCA** after-school fine arts program business. Failure to maintain confidentiality could result in ending the volunteer's relationship with **CCA**.

CCA volunteers are required to read and sign verifying they understand the information in their job description, policy handbook and review a copy of the **CCA** Policy Handbook.

It is agreed that the conditions in this policy is in mutual written agreement with the **Volunteer** and **Cheaha Creative Arts, Inc.** This is the sole agreement between the parties and no other representations, be they oral or written, are binding between the parties.

Cheaha Creative Arts, Inc. (CCA) will provide evaluations on all volunteers every two (2) years. An evaluation is designed to review your volunteering performance in an objective and consistent manner, to give a clear picture of achievement in terms of performance standards, and to provide guidance in improving performance relative to the position description. You have the right to review the written performance evaluation, make written comments for inclusion in your personnel file, and receive a copy of the evaluation.

Cheaha Creative Arts, Inc.(CCA) Advocate Policy

The U.S. Constitution guarantees the basic democratic right of all citizens to petition their government. Because non-profit organizations are an effective channel for citizens to participate in the process and for discussion of policy and legislation, the federal government clearly supports lobbying by charities. Congress enacted legislation in 1976 making it possible for charities to lobby freely for their cause, and for the communities and individuals they serve. Nonprofit arts organizations play a key role in arts advocacy. Public dollars support their programs, making the arts accessible to more citizens in the community. The well-regarded leaders of arts organizations provide important political connections and powerful voices in support of public arts funding. The audiences of arts organizations are a potentially numerous and vocal constituency for arts advocacy.

The role **Cheaha Creative Arts, Inc. (CCA)** play in the community for arts advocacy is as follows:

- **CCA** prepare board members to voice in the public the benefits of the fine arts program offered by the organization.
- **CCA** informs local city/county government officials of **CCA** position on arts issues.
- **CCA** credits its public funders in all advertising, news releases, printed programs, posters and calendars of events and let audiences know the value of public support for the arts.
- **CCA** offers educational programs to the public for much of the art it presents as a way of making the arts more accessible and meaningful to a larger audience.
- **CCA** is the premier center for affordable community-oriented arts education in the Calhoun County area.

Insuring Accuracy

Cheaha Creative Arts, Inc. (CCA), President/Chief Executive Advisor for the After- School Fine Arts Program does most written and verbal public announcements for the organization. It is always first hand/first person accurate information that is distributed to the public. Publicly distributed educational information is factually accurate and provides sufficient context.

Financial Management Policies

Cheaha Creative Arts, Inc. (CCA) has adopted a number of internal control measures as part of an overall effort to safeguard financial assets. The internal controls include:

A policy requiring that all incoming checks are signed with a restrictive endorsement indicating *"for deposit only"*;

A detailed log of all incoming checks and cash is maintained and reconciled with deposit slips and monthly bank statements and verified by a second reviewer before all deposits;

All cash and checks are deposited in a timely manner after the **Cheaha Creative Arts Class/Donation Finance Verification Log Register** is completed;

All checks written on **CCA** are required to have two (2) signature verification for security validation;

Board of Directors approval for accounts payable for goods and services received;

Accurate recording the liability for accounts payable;

Separate duty controls in the preparing and signing checks to pay the respective part-time contract instructors and staff;

Board approved authority given to the **CCA** Chief Executive Advisor for **CCA's** debit card use for the organization's small debts, maximum allowable limit set for **\$1,000**.

Financial Statements

CCA chief executive advisor provides periodic review of financial statements to the full board quarterly. The financial statements will show a comparison of budget to actual revenue and expenses and also a list of grants or funding that is anticipated but not yet received.

Financial Controls

The financial tracking and payment system in place consists of the Executive Director as carrying the primary responsibility of expenditure tracking.

Another control and safeguarding of the funding system grants the Executive Director the authority to endorse checks; however there is the requirement that one other board member must also endorse each check. Thus, two (2) endorsements are required in order for the instrument to be valid.

This has been incorporated into the financial management policies of the handbook the following:

- **Cheaha Creative Arts Class/Donation Finance Verification Log Register** must be completed before all bank deposits
- All contract staff and vendors will sign a **CCA Instructor/Vendor Payment Record Receipt for Service** monthly for their service.

Audits

It is the policy of **CCA** to engage the services of a reputable, independent **CPA** to conduct periodic audits on the organization's financial statements. When an audits is done it will be

completed at the end of the fiscal year. The audit report will then be provided to all Board of Directors one week prior to the next regularly scheduled Board of Directors meeting. This will allow time for any questions, concerns, clarifications and corrections if needed, before the final vote for approval is made by the CCA Board of Directors.

Document Retention Policy

This policy addresses the retention and destruction of business records and documents and turns intentional document destruction into a monitored process. It is important for all personnel to know the length of time records should be retained to ensure compliance.

This information is intended as a guideline for retention of records; as a general rule, records not listed for destruction below should remain in the foundation office.

Cheaha Creative Arts, Inc. (CCA) considers certain information to be confidential and/or proprietary. As a reminder, each administrative staff, volunteers and Board of Directors signs a Confidentiality Agreement. Please reference the Confidentiality Agreement for specific guidelines regarding confidential information. Internal reports and drafts containing information that is confidential in nature should be destroyed. If you are not sure if the information you are handling is confidential, consult the president/executive director. Documents from the following list will periodically be destroyed after the time requirement has been met.

Item	Retention Period
Organizational Records	
Articles of Incorporation/Court Orders/By-Laws	Permanent
Bank Signatory Authorizations (from expiration)	7 years
Board meeting agendas & materials	Permanent
Board and committee meeting minutes	Permanent
Conflict of interest disclosure forms	7 years
Board Resolutions	7 years
IRS exemption determination & related correspondence	Permanent
Administrative/General	
Contracts & agreements (after expired)	7 years
Correspondence – general	7 years
Correspondence – legal	Permanent
Equipment files & maintenance records	7 years
<i>Insurance Files</i>	
Policies – occurrence type	Permanent
Policies – claims-made type	Permanent
Accident reports	7 years
<i>Tax</i>	
Tax audit closing letters	Permanent
Tax returns (990)	Permanent
Accounting	
Accounts payable ledger	7 years
Accounts receivable ledger	7 years

	Auditor management letters & reports	Permanent
	Bank deposits	7 years
	Bank statements/reconciliation	7 years
	Budget (annual)	Permanent
	Item	Retention Period
	Check register & cancelled checks	7 years
	Expense reports	7 years
	Financial statements (annual audited)	Permanent
	Financial reports (non-annual)	7 years
	Invoices	7 years
Human Resources & Payroll		
	Employment applications and resumes	3 years
	Employee handbooks	Permanent
	Employee personnel files	Permanent
	IRS Form I-9 (store separate from personnel file)	Greater of 1 year after end of service, or 3 years
	Payroll records	7 years
	Withholding tax statements	7 years
	Whistleblower documentations	7 years
Communications		
	Annual reports	Permanent
	Foundation publications	Permanent
Fund Folders		
	Fund agreements (signed)	Permanent
	Fund correspondence relating to terms of the fund	Permanent
	General correspondence	7 years
	Gift acknowledgments	7 years
Program Area		
	Approved grant applications	7 years after completion of funded program
	Declined/withdrawn grant applications	3 years
	Due Diligence (Grantee reports, financial statements/audits)	Until superseded

ACKNOWLEDGEMENT

I acknowledge receiving a copy of the **Cheaha Creative Arts, Inc. Document Retention Policy**. The policies contained herein can be changed at any time, with or without notice.

Date

Signature

Print Name

NOTE: The original of this certification will be retained in the administrative staff, volunteers, part-time contract instructors and Board of Directors file.

Addendum

Cheaha Creative Arts, Inc. Board of Directors Policies and Procedures

The **Board of Directors** for **Cheaha Creative Arts, Inc.** is organized exclusively for educational purposes within the meaning of Section **501 (c) (3)** of the Internal Revenue Code; Maintaining a Board of Directors with one vision to uphold the following principles:

- To culturally enrich the lives of adults and children in the Calhoun County area to the benefits of arts education.
- To deters cost as a reason for not having the opportunity to achieve an arts education.
- Maintain minimal fee cost for the program classes making it possible for those who may not otherwise have the opportunity or means to participate in other arts programs due to excessive fee costs.

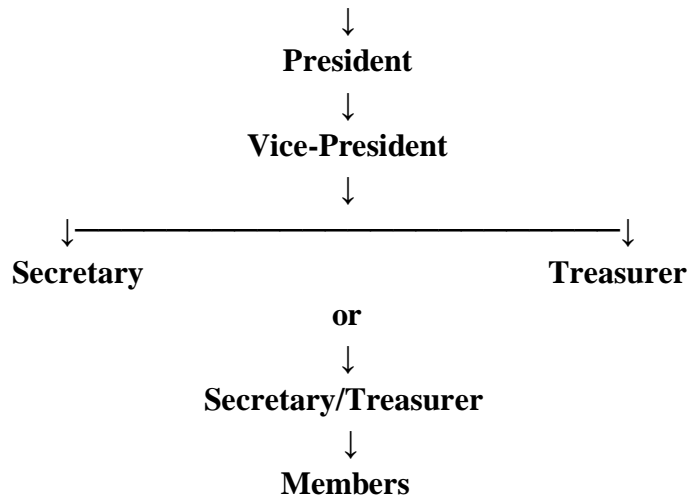
CCA Board of Directors shall serve for three **(3)** years and thereafter until a successor has been elected as provided by these by-laws. Members of the Board of Directors shall reflect the cultural enrich environment it serves and choose members diverse in experience, skills, ethnicity, gender, denomination, age and be eligible for re-election.

- The number of Directors shall consist of not less than three **(3)** persons in number and no more than seven **(7)** maximum.
- An introduction to the *Standards for Excellence* is required for all **CCA** board members and is part of the orientation process for new board members.
- Directors shall have at least some experience in working with children and youth.
- Directors are expected to make every effort to attend all scheduled board meetings.
- Regular meetings of the Board of Directors are every other month or more frequently for planning matters pertaining to the management of the organization or fundraising events and are held at the Kilby House fine arts classroom and members of the public shall be allowed to attend each meeting. Date and time for board meetings will be decided by the full board.
- Directors are expected to support *“Friends of the Arts”* annually **(\$50)**. This monetary support shows to our donors their solid commitment to the organization and to the community.
- Directors are expected to seek broad funding initiatives that will ensure a secure and stable financial foundation for the after-school fine arts program.
- Special meetings may be called by the President of the Corporation or a majority of the Board of Directors.
- A quorum shall consist of a majority of the Directors
- Directors shall receive **NO** compensation for their service as Directors.
- Directors are to support the **CCA** Chief Executive Advisor decisions on matters while acting in good faith in the management of the **CCA** after-school fine arts program and in

the day to day affairs of the organization the right to exercise authority on matters for CCA.

- **CCA Board of Directors** minutes will be stored in a fireproof safe container placed in the locked file cabinet located in the area space of the Kilby House 1201 Woodstock Avenue, Anniston, AL 36207. The **CCA Board Secretary** and the **Chief Executive Advisory** will have a key access to the fireproof container only. Thumb Drive will also be used as the secondary back-up of all board minutes and stored in the fireproof container.

Board of Directors Organizational Chart



The future for **Cheaha Creative Arts, Inc. (CCA)** rests upon having a committed board who attends the scheduled board meetings required to manage and make decisions that best serve the needs for the after-school fine arts program. The board meets every other month or more frequently for planning matters pertaining to the management of the organization or fundraising events. Date and time for board meetings are decided by the full board during the first fiscal year meeting. Each board member is required to make it a fiduciary responsibility to attend all meetings. If a board member does not attend more than three (3) out of the four (4) required board meetings, then his/her good standings on the board could become jeopardized. If a board member persistently violates attending the required quarterly board meetings without good faith cause, the board chair shall initiate a discipline letter to that member requesting his/her resignation.

CCA understands when a person joins the board and for personal reasons they may become unable to fulfill their fiduciary duties. **CCA** will then request a written correspondence, to be kept on file addressing their request to dissolve their commitment to the organization. This notice will allow the administration to initiate the process for replacement of the vacant board seat choosing to become a volunteer member to the **CCA** organization is another way in which a citizen could support the organization.

CCA Board of Directors must continue at all times a level of effective and appropriate best management practice behavior which can be done through periodic reviewing Standards website for policies and educational updates. This will be done through exercising its governance role ensuring that the organization supports and upholds the mission, core values, vision and policies of CCA. Having a dedicated functioning Board of Directors is a major key component required to maintain the exceptional arts educational training principles CCA after-school fine arts program provides to Anniston and the surrounding Calhoun County area.

Rights as a Member of the CCA Board of Directors

- Full and proper training
- Full disclosure before voting on any issue
- A safe and secure environment in which to conduct meetings
- To insist that the organization engage outside expertise when needed
- Skilled, professional, positive and hard working board members
- Unified efforts to secure funding for advancing the success of CCA After- School Fine Arts Program

Annual Board Self-Evaluation

Board self-evaluation is a process for the CCA Boards of Directors to examine their own performance and improve the way they go about their work. CCA uses a full board evaluation questionnaire for their annual assessment that entails:

1. Board Activity
2. Mission and Purpose
3. Governance
4. Board Organization
5. Board Meetings
6. Board Membership
7. Administration and Staff Support

The documentation verification will be signed by three (3) members of the executive board, **President, Secretary and Treasurer.**

Board of Directors Search Process

Members of the Board of Directors shall reflect the cultural enrich environment it serves and be eligible for re-election.

CCA Board of Directors search process for recruitment, nomination and appointment for board members will be overseen by the **Board President.** Newly elected board members will receive adequate orientation to their role and what is expected of them. An introduction to the *Standards for Excellence* is required as part of the orientation process for new board members. The board makeup will be diverse with experience, skills, ethnicity, gender, denomination, and

**CCA After-School Fine Arts Program Class Policy Requirement/
Class Payment Procedures**

**Cheaha Creative Arts, Inc. Good Housekeeping
Standard Procedure Policy**

It is the individual responsibility for all CCA Corporation, Board of Directors, Staff Members, certain Consultants, Volunteers, **Parents/Students**, Part-Time Contract Instructors and Partner Organizations affiliated with CCA to review all policies and procedures. It is the responsibility of the President/Chief Executive Advisor to get all required document policy procedure requirements signed. All signed documents will be kept on file.

CCA Program Policy

CCA after-school fine arts program annual fiscal year will begin each year from **August** through May. Parents, guardians and adult students will receive at the start of each fiscal year a class calendar, sign and receive a copy of the program payment policy. Parent, guardian and adult student, it is your responsibility to read, understand and review the **CCA Policy Handbook**, then sign the designated form verifying having read the policy.

CCA values and respects the personal time of all students and their parents. Students should arrive ten (**10**) minutes before their scheduled class time. This will maintain a smooth transition between each allotted class time training. Parents are encouraged to visit and observe classes, if at any time your child's instructions do not begin at the scheduled time, please make an inquiry to the instructor. If you should choose to remain in the class or lobby during class time, please be aware of the sound distractions. Siblings of students are not allowed to run or play loudly through the studio. Because all teachers and assistants may be tending to classes, please feel free to talk to the instructor or assistants between class times for any questions. Parent's if at any time you have any concerns or problems with your child's instructions; please contact the **Executive Director** immediately.

Picking Up Students after Class

For the safety of your child, no student will be allowed to wait outside the Kilby house or walk to the car alone. Parents must come inside the Kilby house to pick up their children.

Attendance

Regular and consistent attendance is expected by all students who register into the CCA after-school fine arts program. The progress of the entire program is hindered when classes are missed, students do not practice homework assignments and the instructor must continue to re-teach what was taught during an earlier session. The high expected goal achievements CCA instructors set forth for the program has created positive output training performance by the students. Continued irregular attendance and persistent failure to notify the CCA administration within **24 – 48** hour for a class absence can affect your child's continuation in the program. **NO** refunds or reductions will be made if the student misses a scheduled class.

Missed Classes

Any missed class may be made up (**if available**) within one month of the missed session. If a student misses classes persistently, students will not be allowed to make-up a class. **NO** refunds or reductions will be made if the student misses a scheduled class. Make-up classes are at the discretion of the director and cannot be guaranteed available. Class fee payments are due at the first day of class each month. Unless prior approval payment arrangements has been authorize by the Executive Director, class fees are expected to be paid on the first day of class each month. Otherwise, the account will be assessed delinquent and a **\$10 late fee** will possibly be charged to your child's account.

CCA Program Payment Procedures

Cheaha Creative Arts, Inc. (CCA) structured program payment system secures the internal financial controls. Like every business we do operate on a budget. We count on you the parent/adult to pay your fees on time to insure we meet our responsibilities. **CCA** Administration and Board of Directors apologize for any hardships the program payment system might incur upon you in our efforts to achieve the highest utmost business standards as an organization. The **CCA** Administration and Board of Directors have decided on the following:

1. All program class payments are to be paid by **Check** or **Money Order**; If **Cash**, place in a sealed envelope.
2. Make **Checks** or **Money Orders** out to **Cheaha Creative Arts, Inc.**
3. Mail/or place in a sealed envelope to **P.O. Box 5097, Anniston, AL 36205-0097**
4. All fee payments are expected to be paid on the first day of class each month (**August - May**), unless prior arrangements have been made with the **CCA** Chief Executive Advisor.
5. In addition, returned check payments are subject to a declined fee cost incurred to **CCA** by our financial institution that will be your responsibility to pay.
6. The Directors reserve the right to convert all future payments to cash only, cashier's checks or money order if there is more than one **N.S.F** on an account.
7. **Class Fees are nonrefundable** for missed lessons.
8. A receipt will be given to you by the **CCA** Executive Director once verification has been made to her by the internal financial control staff that your payment has been paid.

CCA place a high value on the instructions that we provide, therefore fees are in place in an attempt to cover the costs for the fine arts educational training. For the sake of your family's security and peace of mind and for the general financial stability of our program, we encourage parents or guardians to contact the **Chief Executive Advisor** as soon as possible, when they are anticipating economic difficulties.

I have received a copy and carefully read the **CCA After-School Fine Arts Program Class Policy Requirement/Class Payment Procedures** for parent, guardian or adult student and have considered not only the literal expression of the policy, but also its intent. By signing this affirmation of compliance, I hereby affirm that I understand and agree to comply with the **CCA After-School Fine Arts Program Class Policy Requirement/Class Payment Procedures**.

Print Parent, Guardian or Adult Student	Signature	Date
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CCA does all that is possible to maintain an accurate record of your account. However, we can make mistakes. If you feel that there is an error in your account, or you have questions in general, please speak to the CCA Chief Executive Advisor.

Cheaha Creative Arts Contract Staff Background Check Procedures

A memorandum of agreement is a kind of cooperative agreement that is intended to document the understanding of certain parties (two or more) related to their cooperation on a project or in the achievement of an objective. Unlike a memorandum of understanding, a memorandum of agreement is more likely to impose certain obligations on the parties.

This Memorandum of Agreement is made and entered into on this effective date of April 30, 2018 by and between: **Public Education Foundation of Anniston (PEFA)** a National Standards for Excellence Accredited Nonprofit Organization with an office located at 1021 Noble Street Suite 101, Anniston, AL 36201; and **Cheaha Creative Arts, Inc. (CCA)**, a National Standards for Excellence Accredited Nonprofit Organization located at the National Register Historic Gov. Thomas E. Kilby House at 1201 Woodstock Avenue, Anniston, AL 36207;

1. PURPOSE & SCOPE.

The purpose of this Memorandum of Agreement (**MOA**) is to set forth the terms and conditions, scope of work and responsibilities of the parties associated with their collaboration by **Public Education Foundation of Anniston (PEFA)** to provide the following service to new contract staff instructors hired for **Cheaha Creative Arts, Inc. (CCA) Kilby House After-School Fine Arts Education**.

Specifically, both parties are in agreement to the following business partnership:

- **PEFA** will provide the background check investigations for all new hired contract instructors for **CCA After-School Fine Arts Education Program** at the price charge that **PEFA** requires for their basic or extensive background check investigations.
- **CCA** is in agreement for **PEFA** to provide the basic or extensive background check investigations for all new hired contract instructors for **CCA After-School Fine Arts Education Program** at the price charge that **PEFA** requires.

2. BACKGROUND.

Both parties see the benefits of this partnership and have a desire to pursue the project and have determined that each brings unique expertise and experience necessary to accomplish the objectives outlined above.

Public Education Foundation of Anniston (PEFA) has unique expertise and experience in the following areas:

- Providing background check investigations through the service of a certified company qualified in the area for background check investigations for all **CCA** new hired contract instructors.
- **PEFA** is a National Standards for Excellence Accredited Nonprofit Organization

Cheaha Creative Arts, Inc. (CCA) has unique expertise and experience in the following areas:

- **CCA** Board of Directors, Executive Director, Volunteers and Staff have the expertise and experience in the management of fine arts education at the National Historic Register Thomas E. Kilby House since September 2010.

CCA selected top quality school trained professionals with experience for each arts genre for the **CCA After-School Fine Arts Education Program**

- **CCA** is a National Standards for Excellence Accredited Nonprofit Organization

3. TERMS AND CONDITIONS.

It is mutually understood and agreed by and between the parties that:

1. Each party takes legal and financial responsibility for the actions of its respective employees, officers, agents, representatives and volunteers. Each party agrees to indemnify, defend and hold harmless the other to the fullest extent permitted by law from and against any and all demands, claims, actions, liabilities, losses, damages, and costs, including reasonable attorney's fees, arising out of or resulting from the indemnifying party's acts or omissions related to its participation under this Memorandum of Agreement, and each party shall bear the proportionate cost of any damages attributable to the fault of such party, its officers, agents, employees and independent contractors. It is the intention of the parties that, where fault is determined to have been contributory, principles of comparative fault will be applied.
2. Each party, at its sole cost and expense, shall carry insurance or self insure to cover its activities in connection with this **MOA**, and obtain, keep in force and maintain, insurance or equivalent programs of self-insurance, for general liability, workers compensation and business automobile liability adequate to cover its potential liabilities hereunder.
3. This **MOA** may be amended from time to time by mutual agreement of the parties in a written modification signed by both parties.
4. This **MOA** may be terminated by mutual agreement of the parties, and shall automatically terminate upon completion of all responsibilities as stated herein, unless otherwise amended.

4. FUNDING; COSTS.

The parties shall each be solely responsible for any and all costs associated with their responsibilities under this **MOA**.

Cheaha Creative Arts Incident Report Procedures

Cheaha Creative Arts, Inc. (CCA) volunteers and contract staff shall report to the Executive Director all work related injuries, illnesses, or “near miss” events (which could have caused an injury or illness) – no matter how minor. The Chief Executive Advisor shall complete the example form below for all incident reports. Please see **CCA’s Incident Report Form** below.

Cheaha Creative Arts, Inc. Incident Report Form

CLAIMS REPORTING PROCEDURE

If you have a question concerning whether to report an incident or claim, contact the Executive Director.

NONPROFIT / INSURED – Complete all items to the best of your ability, sign and date page 2, and immediately give it to your supervisor.

Supervisor – Fax this Incident Report Form to your **insurance broker** immediately.

Important: Retain any equipment or furniture which caused or contributed to an injury until it can be inspected by an insurance representative.

General Information

Name of the Organization: _____ Policy Number: _____
 Name of Contact: _____ Title: _____
 Nonprofit Address- Street: _____
 City: _____ State: _____ Zip: _____
 Business Phone #: _____ E-mail Address: _____

Incident Information

Date of Incident	Day of Week (circle one) Mon Tue Wed Thurs Fri Sat Sun	Time of Incident AM / PM	Did the incident occur on organization’s premises? <input type="checkbox"/> Yes <input type="checkbox"/> No
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Location of Incident (If possible, take pictures of the area with a digital or disposable camera)

Description of Incident (A brief factual account of the incident; include who was involved, how the incident occurred and what action is being taken in Response to the incident. Use the back of the sheet if more space is needed.)

Witness Information

	Name and Address	Daytime Phone	E-mail Address	DOB
1.				

2.				

Claimant Information

1. Name of Injured Party		DOB	Instructor	Volunteer	Student	Parent
			Visitor/Other –			
Address – Street		City	State	Zip		
Home Phone # ()		Business Phone # ()	E-mail Address			
Description of Injury (nature and extent of; please be specific):						
Transported by Ambulance <input type="checkbox"/> Yes <input type="checkbox"/> No		Name and Phone # of Hospital or Doctor, if applicable				

Observations of Nonprofit

Claimant's Attire/Description of Clothing (i.e., shorts, t-shirt)	Type of Shoes	Was Claimant carrying anything? (if yes, what) <input type="checkbox"/> No <input type="checkbox"/> Yes –
Describe claimant's demeanor when making the report (i.e., agitated, in obvious or no obvious pain, able to move around while describing what happened, etc.)		

(Use the back of the form or attach an additional sheet of paper if needed)

_____	_____	_____
PRINT NAME OF INDIVIDUAL COMPLETING THE FORM	SIGNATURE	DATE

Cheaha Creative Arts, Inc. Operating Reserve Policy

The following Policy are in the process of being adopted by the ~~Cheaha Creative Arts, Inc.~~ (CCA) Board of Directors in the management of unrestricted assets of the organization:

Policy Statement

The primary objective of this policy is to establish an operating reserve for **Cheaha Creative Arts (CCA)** that will permit the organization to continue to operate during difficult financial times. Some examples for use of operating reserve funds are as follows:

Maintain current level of operations while ~~CCA address~~ longer term solutions to potential operating problems.

Maintain current level of operations while **CCA** fundraises for substitute funds should a major funder not renew their funding.

The primary objective of this policy is capital preservation and liquidity.

Operating Reserve

CCA will maintain an operating reserve that will be no less than 3 months (**minimum**) and no more than 6 months (**maximum**) of the annual operating budget.

The operating reserve will be reviewed by the **CCA** Board of Directors at least annually to see if the organization is in compliance with this policy.

A minimum of 75% of the increase in unrestricted net assets from the current year will be added to the operating reserve until the maximum reserve balance has been achieved and used for general operations.

An amount should be built into the annual budget to build the operating reserve to the desired level.

Any spending of the operating reserve corpus must be approved in advance by the Board.

Cheaha Creative Arts, Inc. Leadership Transition Procedures

Every nonprofit needs a plan to deal with an unexpected event, such as the unexpected departure of key leaders. Leadership transitions can leave organization vulnerable to environmental stresses. Board members invest lots of energy and time supporting the chief staff leader - it's their fiduciary responsibility to ensure the long-term sustainability of the organization

CCA is a very small volunteer organization, if there is an unexpected leadership transition event, the **CCA** Board of Directors will continue to maintain the organization's mission to minimize disruption of the viability of the after-school fine arts program. An immediate search for a new Chief Executive Advisory, BOD will be initiated within 2-weeks of the vacated position giving time for the board to properly search for new board members, executive for the vacated position.

Cheaha Creative Arts, Inc. Due Diligence Procedure for Partnership Organization(s)

CCA Board of Director's evaluates a partner organization's culture and compatibility fit to the mission of **CCA** and that the organization can remain a separate entity with minimal sustained influence in the working relationship based on the following measures:

- Are compatible with, and contribute to our mission to provide affordable fine arts education in the Calhoun County area;
- Do not pose a serious risk to CCA’s reputation for integrity with the populations we serve, local governments, the community and donor base.
- Will not pose any risk to the security and wellbeing of CCA

Leadership and Governance

Storage Security of all CCA Board of Director’s General and Committee Minutes will be maintained in a locked fireproof container with a secondary backup filing of all minutes on a thumb drive in the container that will be housed in the locked file cabinet. All files will be maintained at the National Register Thomas E. Kilby House 1201 Woodstock Avenue Anniston, AL 36207 in the room space designated and used by CCA.

Cheaha Creative Arts, Inc. (CCA) is a **501(c)(3)** organization that does not engage in lobbying or political activities. CCA prohibits against participating in any political campaigns or lobbying activities.

What is lobbying?

Lobbying is defined as “attempting to influence legislation”, contacting or urging the public to contact a legislative body for the purpose of supporting the adoption or rejection of legislation.

Legislation includes:

- Actions by Congress, state legislatures city councils, or other elected bodies with respect to bills or resolutions
- Confirmation of an individual for office
- Ballot initiatives.