

# **The Village Quilters, Inc.**

## **Resolutions, Policies and Procedures**

**Section 1. Name Definition.** For clarity, "Guild" may be used in this document, or in subsequent document(s), other than the Bylaws, in place of Corporation/Guild or The Village Quilters, Inc.

### **Section 2. Resolutions.**

a) These resolutions are made by, and may be amended by, the Board of Directors in accordance with The Village Quilters Inc. Bylaws.

b) The Village Quilters Inc. Bylaws Resolutions are:

1. **Section 3.2(a)**, Resolution regarding the number and composition of directors: It is resolved that the Board of Directors designates the total number of Board Directors shall be equal to and include all the duly elected Officers, the Past President and all current fiscal year Committee Chairpersons.
2. **Section 3.3(c)**, Resolution regarding the fixed times for regular meetings of the Board of Directors: It is resolved that there shall be a minimum of ten (10) regular meetings of the Board of Directors and the designated annual meeting of Directors shall be November. All the meetings shall be held on the Monday, or any other designated day, immediately prior to a general or annual meeting of the membership.
3. **Section 5.2**, Resolution regarding Loans: It is resolved that The Village Quilters, Inc. shall have no outstanding loans.
4. **Section 5.3**, Resolution regarding officer(s) or agent(s) authorized to sign checks: It is resolved that checks, drafts, etc. may be signed by either of two officers, the President or the Treasurer.
5. **Section 5.4**, Resolution regarding deposits: It is resolved that all funds of The Village Quilters Inc. are on deposit in a checking account at a duly authorized local bank with no other accounts being held at this time; however, the Board of Directors may deposit any excess, non-operating cash into an interest bearing instrument as approved from time to time.

### **Section 3. Policies and Procedures.**

a) These Policies and Procedures are made by, and may be amended by, the Board of Directors at any time in accordance with voting procedure in Article III, Section 3.4 of the Bylaws. At the discretion of the Board of Directors, changes in Policies and Procedures may be brought to the Guild membership for a vote. However, any policy that impacts member dues must be voted on by the membership of the Guild at a regular meeting.

b) "Full Membership" gives access to all guild privileges and activities without limitation (except where indicated in these policies) and is attained by paying the annual designated dues fee when due; a "Limited Membership" gives access ONLY to meetings with or without professional speakers and guild shows and is attained by paying the designated fee for a one day entry to that activity. For clarity, "member" or "members" may be used in this document and in the Bylaws, or in subsequent document(s), in place of "Full Membership Member"; "Limited membership" is used only where appropriate.

(added 11.13)(multi-rate5/10-01.18)

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c) The Policies and Procedures shall be:

### **I. Administrative:**

1. The Workshop, Program Hosting and Program Booking Chairs shall be appointed by the Vice-President by October to allow time for transition and preparation prior to the following year.
2. In accordance with Bylaws Article V, Section 5.1, Contracts, the Board of Directors provides the Program Booking Chair with the authority to execute, sign and deliver contracts related to programs for the Guild <sup>(06.13)</sup>; the Luncheon Chair shall have authority to execute, sign and deliver a contract related to securing luncheon venue/food.<sup>(01.20)</sup>
3. The email or roster database shall not be used or distributed for any commercial use. Further, communications to the active members in good standing shall be for Guild business and information only; no other announcements, reminders or other non-quilt related items will be forwarded whether from Guild members or non-members.
4. Advertisement and/or communications and activities on the Guild website, E-Bulletin, Facebook or any other media shall be restricted to members of the Guild and shall be restricted in content to the subject of Quilting or Guild business or activity. If a member wishes to place an announcement or item which may or may not be quilting related, it may only be placed on the meeting entry table or free table for others to view. As a general rule, any other outside (quilt or non-quilt related) requests for announcement will be handled by the President or another assigned Board member and the information may be placed on the free or entry table or disregarded. However, at the discretion of the board, as approved from time to time, the announcement/communication may be handled in another manner for convenience and/or benefit of members (ex. past participation in Toys for Tots or show/raffle quilts). In connection to show/raffle quilts, the group will only be allowed access to the Guild meeting if a current Guild member is also a member of the group requesting access. <sup>(10.13)(08.18)</sup>
5. The Guild has officially deemed members of the Neighborhood Hand Quilters from The Neighborhood as honorary members.
6. All Officers, Past President, Committee Chairpersons and Committee members' duties and responsibilities are subject to the written Job Description as held by the Secretary and/or posted on the Guild website. <sup>(02.12)</sup>
7. The Vice-President has the option of either nominating Officers directly or forming a nominating committee of VP's choosing to assist in the nomination process. Nominees must be announced to the membership 30 days prior to the membership annual meeting in November. <sup>(02.12)(01.20)</sup>
8. The Board of Directors encourage and welcome members to attend any Board Meeting; welcome any Guild member suggestions for any Guild activity and/or charitable contribution. Guild members shall not, however, act on behalf of the Board of Directors without prior approval. The Board shall always use best efforts to remain responsive to the wishes of the general membership. <sup>(02.12)</sup>

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### II. Financial:

1. All fees related to Guild dues and activities shall be by check only. No cash will be accepted unless noted otherwise. (03.08)
2. Fees for any class, workshop, lunch or trip will **NOT** be refunded unless the participant cancels prior to the announced deadline. It is the responsibility of the participant to call the coordinator of the event to let her know she won't be attending, even if past the cancellation date, so that others on the waiting list can be contacted.
3. Workshop instructor appreciation gifts shall be as deemed current (workshop section below) per participant registered for the workshop at the time of the cancellation date. (01.19)
4. The Program Booking Chair has the authority to commit/contract money as designated in the approved budget and/or projections with or without a signed formal contract; the Program Hosting Chair has the authority to commit or spend money as needed within the current year's budget and/or the immediate next year's projection. (11.09/06.13)
5. Limited Membership will be given for a designated fee and shall be collected upon entrance to the limited guild functions – specifically meetings with or without professional speakers and guild shows. That Limited Membership is good only for that day and no other. Further, if a limited member pays the designated fee and then joins the Guild that day as a full member, then that fee shall be applied towards the full membership dues. (\$5-03.08/limited\$5-11.13/\$5&\$10-10.17) (01.20)
6. The Guild may underwrite speaker class fees up to OR equal to the dollar amount it would cost to cancel the class if already past the speaker's designated cancellation date.
7. The Guild may underwrite the cost of tickets up to 5 honorary members for the luncheons as a thank you for charity work on the Guild's behalf. Further, the Guild may underwrite luncheon tickets for special invited guests as approved by the Board from time to time. (03.08)
8. Annual dues shall not be prorated. However, any new person joining on or after October 1 of any year shall be deemed to have paid in full for the following calendar year and will have member privileges for October through December of the current year. (03.08/11.08)
9. All Officers and Committee Chairs, if appropriate, shall provide annual budget input as requested by the Treasurer; they shall also adhere to the approved budget for each respective position. If additional funds are required, prior approval by the Board must be requested before incurring the additional expense. (02.12)
10. Reimbursable expenses are those allowed by 1) the budget, or 2) if unbudgeted, as approved by the Board Directors from time to time (or Officers if time is of the essence) if deemed reasonable and customary to purpose/need. Reimbursable expenses are generally receipted or invoiced and are paid when documented and submitted by, or approved by, the appropriate Officer or Committee Chairperson. Allowed Exception: Program Hosting/Hostess may submit unreceipted expense reimbursement requests for meals that may be provided in/from the home during a speaker's visit; the individual meal requests are not to exceed the current approved amounts for each meal as calculated by the Treasurer each December for the following calendar year using the devised markup percentage method

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documented in the Treasurer's Procedure Manual. Further, an unreceipted meal reimbursement request is allowed only when that meal is totally provided by the requesting hostess (i.e. does not apply to pot luck type meals provided by multiple people – costs are absorbed by individuals). Mileage and/or other maintenance or miscellaneous expenses for the use of personal vehicles, homes, supplies and/or other items already in the home which are used for Guild business or activities shall not be a reimbursable expense. (rev12.5.16)

11. Any member who volunteers to work in any capacity for the guild show shall be privileged to enjoy this guild activity; otherwise, a fee equal to the specified entrance fee will be required for entry to this activity. (11.13;01.19;01.20)
12. Purchases exempt from sales tax shall be monitored by the Treasurer and paid by 1) Treasurer supplies an authorized purchaser with a copy of an exempt certificate and a TVQI check made payable to the vendor, 2) Treasurer supplies an authorized purchaser with a copy of an exempt certificate and pays vendor direct, or 3) Treasurer supplies an exempt certificate to a vendor to hold on file and pays direct according to a presented invoice. In any case, authorized purchasers shall be determined by the Treasurer and may include, but not be limited to, the chair of Community Service, QOV or Officers. In the third case Treasurer will inform those vendors in January, annually, with the names of the authorized purchaser(s). Any other tax exempt purchase needs to be reviewed with the Treasurer prior to purchase. (12.14)
13. A receipt for donations to the Corporation/Guild shall be provided by the Treasurer upon request by the donor unless the donation value is \$250 or greater, then a receipt will automatically be issued to the donor. The Treasurer shall issue the requested receipt when presented with a completed "Donations Received Report Form" by the receiving Officer or Chair person. (12.14)

### **III. Workshops & Program Classes:**

1. Workshops are sponsored by the Guild, taught by guild members and paid for by the participants of the workshop. Program classes are sponsored by the Guild, taught by invited professionals and paid for by the participants of the classes except as provided by Section II, #6 above. The fee for a program class provided by a professional shall be set by Program Hosting and/or Program Booking based on the professional instructor's fee requirements. (rev 09.15) The fee for a workshop taught by a member shall be a nonrefundable fee for the cost of provided materials and/or a minimum stated fee as set by the board from time to time and paid directly to the workshop instructor (\$1-3.08/\$5-11.09/\$10-10.17). Workshop moderator must pay the same fees if participating in the class as well as moderating. (03.18)
2. Any member in good standing may teach a Workshop and receive an appreciation gift as stated in the Financial and workshop section of this document. (03.08)(01.19)
3. Additional classes may be presented by Guild members. The instructor shall be responsible for scheduling the class, reserving class space, and setting and collecting the fees. The Guild will allow the announcement of the class at the meeting and/or in the E-Bulletin.
4. Full membership is required for participation in any classes or workshops. (11.13)

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### IV. Miscellaneous

1. A member may win no more than once in any given block exchange, regardless of the number of blocks submitted for that specific block exchange. A member may win in more than one block exchange in the course of a year. (08.10)
2. Generally, Guild equipment and/or property shall not be lent out or made available for member's personal use. (02.12)
3. No individual or group (member or non-member) can sell or solicit for sale any product or service during any activity including but not limited to workshops, classes, lectures, or programs that would be in direct conflict with any products or services sold, used, recommended or required by any instructor or leader of those activities unless a specific request has been made to do so by that instructor or leader. (10.13)
4. Any fabrics, supplies, raw materials, books or other hard goods donated to the village quilters, inc. with the implied purpose of being used by guild membership to create product for general charitable distribution by community service, tvqov, or any other charitable/community outreach group that may be formed in the future, shall not be sold for profit or be used in the making of items for subsequent sale for profit unless the money derived from that sale is returned directly to the pertinent group for future purchases; however, at their discretion, those groups may redirect any donation to another guild group for charitable or salable use if they deem the donation is best suited for a different purpose. Further, if any other soft or hard goods are donated without designating the library or a charitable arm of the guild as the direct recipient, then any profit derived from the sale of those goods shall inure to the guild's general treasury. This does not in any way prohibit these groups and/or the guild from the usual practice of donating any salable and/or auction worthy items to other charitable or non-profit groups since TVQI would have no financial gain. (12.14)(02/20)
5. Any use of the Chota room A (or any other room for a guild activity) needs to be coordinated and approved through the Vice President. This includes requesting a time slot, any changes or cancellations. Individual members of the guild may NOT make requests or changes directly through the Chota activities/reservations coordinator. (a02.19)

### V. Retention Policy (06.13)

**Section 1.** The Board of Directors reviewed, agreed and adopted a retention schedule and it shall be observed as policy with respect to retaining books, records and files effective with the adoption date of August 9, 2010. The board understands that not all of these records are available for the full seven (7) year look-back period as of the adoption date just stated.

**Section 2.** Any and all documents no longer needed for this retention policy should be destroyed, unless they are deemed to have historic value by the Board of Directors.

#### Section 3. Retention Schedule

##### A. Records shall be retained by the Secretary and include:

## **The Village Quilters, Inc. Resolutions, Policies and Procedures**

1. Corporate Compliance Retention Book which includes but not limited to Articles of Incorporation, Organizing Documents, Conflict of Interest, Bylaws & any revisions for The Village Quilters Inc., all forms with regard to federal non-profit filings (i.e. Form 1023, Form 1024, Determination letters or future forms that may be required) – retain for the life of the non-profit corporation
2. Resolutions, policies & procedures – retain 3 years from revision date (exception: retention policy – see item 10 below) (electronic form only)
3. Signed contracts from programs, quilt show & others – retain 3 yrs from fulfillment of contract and thereafter the life of the document
4. Insurance policies – retain current and one previous policy
5. Job descriptions – retain current and one previous version of each (need electronic form only)
6. Correspondence (letter form & email) – retain for three (3) years. Permanent file retention is unnecessary for any external, unsolicited correspondence in any form, electronic or hard copy.
7. List of Officers and Committee Chairs by year which shall also include a final Membership Roster and number as of September 30<sup>th</sup> of each respective year – retain seven (7) years
8. Minutes of Board of Directors meetings and general Guild meetings – retain seven (7) years
9. Records of Notices of annual and special Meetings of the Directors and the general membership which includes but not limited to the October and November E-bulletin notices – retain three (3) years
10. Records of a historical nature such as this Record Retention Policy Schedule and any future revisions shall be kept indefinitely (electronic form only). As of this date, the other historical records are “Picture History Books” and/or history DVDs, or any other record deemed historical by the board and those shall be kept indefinitely or at the discretion of the Board of Directors.

### **B. Financial records shall be retained by the Treasurer and include:**

1. Check book registers and/or Transaction Register with itemized detail categories, & deposit slips – retain seven (7) years
2. Revenue & Expense Receipts & requests with appropriate backup – retain seven (7) years
3. Bank statements with canceled checks detail and corresponding check book reconciliation reports – retain seven (7) years
4. Monthly reports of budget to actual – retain seven (7) years
5. Monthly Treasurers summary reports – retain seven (7) years

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6. Annual Budget and projections with backup data when used – retain seven (7) years
7. Annual Statements of Revenues and Expenses – retain seven (7) years
8. Treasury Compliance Retention book including all compliance filings with respect to non-profit 501(c)3, Corporation or Tennessee state tax and/or exempt status including but not limited to all Federal and/or state tax filings (i.e. Form 990N, 990-T, 990 or 990EZ), W9s, 1099s, state corporation renewals, state business license renewals and tax, state sales & use tax filings, federal and/or state tax exempt certificates, state charitable registration filings and any future filings the government may require – retain seven (7) years and thereafter the life of the document.