



## **STANDING RULES**

**Anchor-Age Center, Inc.**

**doing business as**

**Anchorage Senior Activity Center**

*Approved February 15, 2017*

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# **ASAC Standing Rules**

## **Anchor-Age Center, Inc.**

doing business as

## **Anchorage Senior Activity Center**

*Approved February 15, 2017*

### **ARTICLE I – MISSION AND POLICY**

#### **1. Mission**

- a. The mission of the Anchor-age Center, Inc., an Alaska Non-Profit Corporation, doing business as the Anchorage Senior Activity Center (“ASAC”), as stated in its Bylaws, is to enhance the quality of life of Alaskans by promoting fitness, health and wellness, and social interaction.
- b. It shall be the ASAC’s policy that its actions, endeavors and activities shall make a positive contribution to its mission and shall be in compliance with applicable laws, governmental regulations and agreements.

### **ARTICLE II – MEMBERS**

#### **1. Admission**

- a. Applicants shall complete and sign a membership application and tender dues as set by the Board. Current membership application forms shall be maintained by management.
- b. Applicants shall be queried concerning their willingness to perform volunteer activities. Names and contact information of those expressing interest shall be expeditiously provided to appropriate Staff.
- c. Each new member shall be given, and instructed in the use of, an electronically coded card that is to be scanned into touch screen monitors located near primary entrances. The requirement that members scan their cards upon entering and select on the screen all of the places and activities they may visit shall be stressed and enforced to the extent feasible.
- d. It shall be ASAC policy to keep charges for membership reasonable and to offer a reduced fee membership. A current fee schedule, types of membership and requirements to qualify for reduced fees shall be maintained as an attachment in Section XIX of these Rules. The General Manager shall establish appropriate policies and procedures to manage and monitor reduced fee authorization.
- e. The Membership Committee, in coordination with the General Manager and/or such Staff as the Manager may designate, shall establish and review at least annually policies, procedures and responsibilities for the admission of new members, to include determination of standard dues and granting of reduced fee dues. Proposed admission policies and fee schedules shall be forwarded to and approved by the Board before being implemented.

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### **2. Associate Members**

a. Associate membership is offered to individuals over the age of majority and under age 50 because it is deemed to be beneficial for seniors to associate with younger people in addition to those in their own age groups. However, the number of younger members permitted must be limited at some point in order to preserve the ASAC's ability to accomplish its mission and preserve its identity as a facility for seniors. Associate members are without vote.

b. It shall be the ASAC's policy that the number of Associate members shall not be allowed to exceed five percent (5%) of the number of Voting members.

### **3. Member Benefits**

a. The ASAC mission requires it to focus on activities that promote health and wellness, fitness and social interaction for senior citizens. To help fund those kinds of programs and activities, ASAC was created and has continued to be a membership-based facility.

b. ASAC continues to rely upon membership dues and membership participation to create and to sustain the vitality and viability of ASAC. Therefore, the ASAC Board, Management and Staff will establish and maintain procedures to assure ASAC members that their membership in ASAC provides real and meaningful privileges and benefits.

c. It is ASAC policy that some activities and services shall be open only to members and that activities and services requiring the payment of a fee in addition to membership dues shall be open only to those whose payment is current.

d. Only ASAC members are permitted to participate in Library, Fitness and Aerobics Rooms, Art Room, Craft Room, Computer Room Billiards Room activities. Classes presented by the ASAC are available only to members unless an outside presenter is renting the classroom space. Specific exceptions may be made for visiting guests of a member, one-time guests interested in becoming members or when the General Manager deems it warranted and appropriate.

e. All ASAC created and managed activities, events or services that are available to both members and non-members and that require payment for participation or use or receipt of goods or services shall offer a reduced charge for members. Exceptions may be made in specific cases when this is prohibited by grant or contract terms or the General Manager determines that an exception is warranted and appropriate.

### **4. Membership Meetings**

Beginning in 2016, meetings of the membership shall be held annually on the second Tuesday of April unless an alternate date is deemed necessary and approved by a quorum of the Board.

## **ARTICLE III – BOARD OF DIRECTORS' NOMINATIONS AND ELECTIONS**

### **1. General:**

a. The Secretary has overall responsibility for the conduct of ASAC elections, provided that the incumbent is not running for reelection to the Board. If the incumbent is running,

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the President shall appoint an alternate director to have overall responsibility, with the incumbent limited to providing advice and guidance if necessary.

b. The General Manager has overall responsibility for insuring that staff members tasked with the provision of applicable notices and forms, display and dissemination of information and any other activities associated with the nomination and election process, do so in a timely and effective manner and that an adequate number of volunteers is available, adequately trained and properly supervised in their duties during the conduct of elections.

### **2. Nominations:**

a. The Executive Committee has responsibility for soliciting and recommending to the membership, in a timely manner, qualified nominees for vacancies on the Board. The Secretary shall coordinate with staff as necessary to insure the timely provision of applicable notices and forms and proper and timely display and dissemination of nominee information.

b. Any person who is a voting member in good standing (as defined in the Bylaws) may become a nominee by submitting an application. Members who have the qualifications, abilities and desires to serve as Board members shall be encouraged to apply.

c. Nominations shall be conducted in accordance with the "Board of Directors Election Manual" that is published and maintained by the Board.

d. While not mandatory, it shall be highly desirable and strongly encouraged that members nominated and elected have the capability to receive and send email messages to facilitate communications among Board members and between the Board and General Manager. The presence or absence of an email capability and the ASAC's preference shall be included in information promulgated about a nominee. It is also highly desirable that nominees are familiar with basic business practices including the ability to read and understand budgets, financial statements and planning documents, etc. since Board decisions and actions are often based on an understanding of these items.

e. Nominees seeking election to further single or limited interests or objectives shall be discouraged in favor of those having more diversified aims that support accomplishment of the ASAC's mission.

### **3. Elections:**

Annual elections shall be conducted in accordance with the "Board of Directors Election Manual".

### **4. Waiver of Elections:**

a. A quorum of the Board may elect to not conduct an election if, at the expiration of any nomination period established in accordance with the Board of Directors Election Manual, the number of nominees is equal to or less than the vacancies to be filled and the length of any term is not to be determined by the number of votes received.

b. If an election is not to be held a completed notice in the format shown in Section XIX as attachment "Board of Directors Notice That Election Not Required" shall be posted in the ASAC, on the ASAC web page and in the first possible issue of the Senior Borealis.

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- c. The terms for directors seated without an election shall begin and end at the same times as if an election had been held.
- c. Should an adequate number of directors to fill Board vacancies not be nominated and elected at the annual election, the Executive Committee shall continue to solicit and make a good-faith effort to propose for Board consideration, an adequate number of qualified persons to fill the positions. The term of a director so elected by the Board shall terminate at conclusion of the next annual election and upon election and qualification of a successor.

### **ARTICLE IV – BOARD OF DIRECTORS’ POWERS AND DUTIES**

1. Shall review and approve all budgets recommended by the Finance/Budget Committee.
2. Shall select a certified public accountant to audit the financial records of the ASAC no later than December 15.
3. Shall review and accept the annual independent audit report.
4. Shall, in coordination with the Finance/Budget Committee, determine the amount available from the Endowment Fund and request the amount needed for operation of the ASAC.
5. Shall endeavor to ensure continuing Board diversity and proficiency by:
  - a. Identifying desirable skill sets and potential Board recruitment opportunities
  - b. Clarifying Board members roles, responsibilities and expectations
  - c. Identifying potential Board development and training opportunities
6. Shall endeavor to ensure that all Board members read and become reasonably familiar with the provisions, terms, requirements and procedures of the following:
  - a. ASAC Articles of Incorporation
  - b. ASAC Bylaws
  - c. ASAC Standing Rules
  - d. ASAC Five-Year Plan
  - e. Municipality Grant and Management Agreement
  - f. Endowment Trust Agreement
  - g. Policies and Procedures applicable to Committees under their supervision
  - h. ASAC Organizational Chart
7. Shall nominate and elect Trustees of the Endowment Fund, as provided in Article XII herein.
8. Shall require that Board members wear name tags identifying themselves as such when within the ASAC and be expected to frequently visit varying ASAC activities and events. Attendance at annual membership meetings and quarterly Open Forums shall be mandatory unless excused.

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9. The Executive Committee of the Board, in addition to the duties and responsibilities stated in the Bylaws, shall:

- a. Serve as a Grievance Committee to evaluate, hear and determine appropriate actions for those member and staff grievances designated for Board consideration in following Article XI.
- b. Serve as a Nominations Committee and solicit and recommend to the membership, in a timely manner, qualified nominees for vacancies on the Board, to include coordinating with staff as necessary to insure the timely provision of applicable notices and forms and proper and timely display and dissemination of nominee information.

### **ARTICLE V – MEETINGS OF BOARD OF DIRECTORS**

1. The regular meetings of the Board shall be held as set by each new Board at its first meeting after the annual meeting. No notice will be required unless the time or place is changed by the board.
2. Notice of all special meetings of the Board shall be made by the Secretary as directed by the President, and only the business specified in the notice can be transacted at the meeting unless a change or addition is approved unanimously.
3. Subject to advance approval of the President and availability of facilities, attendance at a meeting may be by conference telephone call.

### **ARTICLE VI – SELECTION AND DUTIES OF OFFICERS**

#### **1. Selection and Removal**

- a. The Board shall endeavor to insure that members nominated and elected as Officers are able and willing to devote their times and energies to performance of the duties and responsibilities called for.
- b. Those nominated and elected as Officers shall have the capability to receive and send email messages to facilitate communications among themselves and with the Board and General Manager.
- c. Officers serve at the pleasure of the Board and may be removed from their positions prior to expiration of their terms upon a seconded motion discussed as to justification and approved by seven (7) members of an eleven member Board or two thirds of a Board having less than eleven members (the Officer concerned not having a vote and fractions rounded to the next higher whole number).
- d. Officers shall serve for a term of one year and shall be elected annually by majority vote of a quorum of the Board at its regular meeting in the month of July.

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### 2. Duties

- a. Newly elected Officers and those not having received such training shall coordinate as necessary with the General Manager to arrange for familiarization with the My Senior Center (MSC) computer program.
- b. Officers shall display both their position as an officer and as a Board member on the name tags to be worn while in the ASAC.
- c. The President shall:
  - (1) Be responsible for the appointment of a director or directors to act as Board liaison on Ad hoc Committees.
  - (2) Be an ex-officio member of all committees with right to attend meetings and to speak, but not to make motions or vote.
  - (3) Ensure contracts requiring the signature of the president are first approved by the Board.
  - (4) Conduct Board meetings; authorize members' absences and telephone participation and approve Board and membership meeting agendas.
  - (5) Appoint an alternate director or officer to oversee an annual election if the Secretary is running for reelection.
- d. The Vice-President shall:
  - (1) Chair the Operations Standing Committee and conduct Board meetings in the absence of the President.
  - (2) Perform duties pertaining to the office of Vice-President as defined in the Bylaws, Standing Rules and Policies, or assigned by the Board or the Executive Committee.
  - (3) Be an ex officio member of all sub-committees under the Operations Standing Committee in which not a member, with right to attend meetings and to speak, but not to make motions or vote.
- e. The Secretary shall:
  - (1) Perform duties pertaining to the office of Secretary as defined in the Bylaws, Standing Rules and Policies, or assigned by the Board or the Executive Committee.
  - (2) Insure the issuance of proper notices of all membership meetings, Board meetings and elections.
  - (3) Have overall responsibility for insuring that membership meetings and elections are conducted in a timely manner and in accordance with applicable policies, rules and procedures.
  - (4) Be responsible for insuring that all significant matters and actions in Board and membership meetings are recorded in minutes that are reviewed for accuracy, approved in the following Board meeting and made available to members and staff expeditiously after approval.

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(5) Be responsible for maintaining, within the ASAC, a separate file space containing applicable Board records and documents.

f. The Treasurer shall:

(1) Serve as chair of the Finance and Budget Committee.

(2) Make regular written and oral financial reports as directed by the Board or the Executive Committee.

(3) Be an ex officio member of all sub-committees under the Finance and Budget Committee in which not a member and of the Endowment Trustees, with right to attend meetings and to speak, but not to make motions or vote.

(4) Perform duties pertaining to the office of Treasurer as defined in the Bylaws, Standing Rules and Policies, or assigned by the Board or the Executive Committee.

## **ARTICLE VII – FINANCE**

### **1. Audit:**

The auditor is to be appointed no later than December 15 of each year, and the audit is to be completed before July 15 of the following year.

### **2. Budget:**

Upon completion, the audit is to be presented to the Finance Committee promptly for formulation of the next year's budget. The budget shall be completed and presented to the board for first consideration at its November meeting and shall be presented for adoption at its December meeting.

## **ARTICLE VIII – CORPORATE RECORDS**

The books, records and papers of the ASAC may be inspected by any member of the ASAC for any specifically stated proper purpose at any reasonable time.

## **ARTICLE IX – COMMITTEES**

### **1. Committee Appointments and Procedures:**

a. The Standing Committee Chairs will appoint chairs of the subcommittees listed below under their Standing Committees. Subcommittee Chairs will serve until they resign or are replaced, with or without cause, by the Standing Committee Chair. Appointment of the members of these subcommittees is also the responsibility of the Standing Committee Chair; however, a Standing Committee Chair shall have the right to delegate this authority to a Subcommittee Chair.

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- b. Each chair may appoint a co-chair. The co-chair shall not share joint responsibility with the chair for leadership but, rather, shall serve in the same manner as does a vice-president in relation to a president.
- c. Subcommittee members will be appointed for a term commencing upon appointment and ending upon a member's resignation or upon being removed, with or without cause, by their respective subcommittee or Standing Committee chair.
- d. Committee and subcommittee meetings shall be open to all members of the ASAC unless the chair declares a closed meeting due to a reasonable determination that premature disclosure of matters under consideration would be detrimental to the ASAC's interests.
- e. Committee and subcommittee chairs shall notify appropriate staff in a timely manner of their committee's membership, scheduled meetings and of all changes to these.
- f. Subcommittee matters requiring Board action shall be submitted and approved by the Standing Committee chair prior to presentation to the Board.
- g. When forwarding a proposed policy or action for Board consideration, committees and subcommittees contemplating policies or actions that may affect the activities or responsibilities of other committees or subcommittees shall coordinate with them prior to completion and shall include this fact and any assent or disagreement such committees or subcommittees may have.

### 2. Operations Committee:

- a. **Bylaws & Standing Rules**; the purpose of this subcommittee shall be to review the ASAC's Bylaws and Standing Rules at least once annually, to give required notice that a Bylaw review is in progress and to draft and recommend to the Board such changes in the Bylaws and Standing Rules as the subcommittee may deem appropriate. It shall also be responsible for developing and recommending to the Board, policies and procedures for the governing of the ASAC.
- b. **Membership**; the purpose of this subcommittee shall be to establish policies and to coordinate as necessary with the General Manager and his or her designated staff to establish procedures and responsibilities soliciting and admitting new members, including but not limited to such matters as membership categories, dues, determination and granting of reduced fees, membership forms and means of member identification. A review will be conducted at least annually.
- c. **Communications and Marketing**; the purpose of this subcommittee shall be to make the ASAC membership, the Anchorage senior community and Anchorage's citizens-at-large aware and knowledgeable about the programs, services and activities of the ASAC. This shall include: coordinating with the General Manager and his or her designated staff and volunteers to determine the activities and programs needing promotion; formulating plans for said promotion; and then facilitating the promotion using appropriate written or electronic media.
  - (1) **Senior Borealis**; the purpose of this subcommittee is to exercise oversight of the newsletter by defining objectives and insuring, through coordination with the General Manager, that there are adequate staff and volunteer resources to produce

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and distribute it, including but not limited to: producing and soliciting written copy, establishing layout, printing and mailing.

### **3. Finance and Budget:**

In addition to the purpose stated in the Bylaws, the purpose of this Standing Committee is to review and provide recommendations to the Board of Directors regarding the annual Operations and Capital Budgets of the ASAC; review and make recommendations to the Board on the actual Financial Operating results for the ASAC; review and make recommendations to the Board on the annual independent Financial Audit; present or cause to be presented ASAC financial information to the general membership; and, review and provide recommendations to the Board on any matter which affects the Financial performance of the ASAC.

This committee shall also oversee overall fundraising efforts that will provide the revenue required to meet ASAC's budget. Responsibilities include working with the General Manager and his or her designated staff to establish a fundraising plan that incorporates a series of appropriate vehicles such as special events, direct mail, product sales and outreach efforts. It shall also monitor fund raising efforts to ensure that they are ethical and cost-effective, insure that donors are acknowledged appropriately and encourage Board members to be involved in fundraising efforts such as making telephone calls to ask for support.

### **4. Facilities and Equipment:**

In addition to the purpose stated in the Bylaws, the purpose of the Facilities and Equipment Standing Committee in conjunction with the General Manager and his or her designated staff and, in some areas, the Municipality of Anchorage shall be to optimize operation and maintenance of the ASAC facility, to include development and maintenance of an inventory control plan.

### **5. Audit:** The Audit Standing Committee shall:

- a. Determine the annual audit needs of ASAC.
- b. Determine which firm best fulfills those needs.
- c. Recommend to the Board a CPA firm to conduct the annual audit of ASAC.
- d. Review annual audit, including IRS 990 forms; report audit to Board and recommend Board action.
- e. Annually review, evaluate and, as reasonably necessary, investigate, ASAC's internal financial and accounting policies and procedures to assure their integrity, transparency, and that best business and accounting practices are being followed.
- f. Annually report its review, evaluation and investigation findings and recommendations to the Board.
- g. Annually evaluate and report to the Board its assessment of the current and long-term financial risks facing ASAC.

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h. Have at least one member who is actively engaged in or retired from the financial industry.

i. Have at least one member who is not a Board member.

### 6. Endowment Trustees:

Subcommittees are determined by the Trustees.

## ARTICLE X – GRIEVANCES

### 1. General:

a. For purposes of this policy, a grievance shall be limited to a written and signed complaint by one or more individuals against the actions of one or more other individuals.

b. Dissatisfaction with an ASAC policy or situation shall be classed as a complaint and not a grievance. All complaints shall be handled in accordance with procedures established by Management with the Board becoming involved only at the General Manager's request.

c. Grievances submitted to the Board shall be handled by the Executive Committee and shall be limited to the following:

(1) An appeal of a grievance by an ASAC member or staff member against another staff or ASAC member that the grievant believes has not been satisfactorily resolved after compliance with Management grievance procedures.

(2) An ASAC member's grievance against the General Manager.

(3) A staff member's grievance against the General Manager that alleges that the General Manager has engaged in improper (discrimination, etc.) or illegal (fraud or theft, etc.) conduct against them or this organization or has failed to investigate allegations that others have done so.

(4) A grievance submitted by the General Manager for consideration or executive review.

d. All grievances other than those above shall be handled in accordance with procedures established by Management and those received by the Board that do not fall within these categories shall be forwarded to the General Manager for consideration.

### 2. Procedures:

a. It is preferable and encouraged that all grievances be submitted using the "Board Grievance Form" contained in Article XIX of these rules but those received in letter form shall be considered. Grievances shall be placed in a locked grievance box in the ASAC that is controlled and frequently checked by a member of the Executive Committee.

b. Upon receiving a grievance, the President should call a timely meeting of the Executive Committee to consider it and determine steps to be taken, which may include the following, all conducted on a confidential basis:

(1) Interview with grievant for clarification

(2) Interview with person or persons grieved against

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- (3) A hearing within a reasonable time at which are present the grievant, person grieved against, and all witnesses or other persons which either may call
- c. The General Manager shall have the right, but not the obligation unless called to appear, to attend proceedings and offer testimony in all grievances made against a staff member other than him or herself.
- d. Upon completion of investigation and making a determination, a written finding shall be prepared to include solutions or corrective or punitive actions to be taken. These may include the following, as applicable:
- (1) A finding of grievance unsustainable
  - (2) Changes to obviate recurrence
  - (3) Counseling
  - (4) Private censure
  - (5) Public censure
  - (6) Period of probation
  - (7) Suspension or termination of membership
  - (8) Termination or recommended termination of employment
- e. Final disposition and notification thereof to the grievant and any person grieved against shall be completed within a reasonable time. Notification to the grievant and the person(s) grieved against shall be issued simultaneously.
- f. Upon completion, grievance files shall be placed in the Board's secure file maintained by the Secretary and retained for at least two (2) years.

### **3. Appeal:**

No later than fifteen (15) days after notification of final disposition, the grievant and/or any person grieved against may give or mail simultaneous written notice to both the President and to the other party in the proceedings requesting a hearing to appeal the Executive Committee's decision before the entire Board. The Executive Committee may elect to call a special executive session of the Board for this purpose or to call for such a session before or after a scheduled meeting within sixty (60) days following receipt of the appeal and shall notify the parties concerned.

### **4. Reinstatement:**

Any member whose membership has been terminated by virtue of a grievance finding may apply for reinstatement in writing addressed to the President, including a statement that the grieved activity will not be repeated. The Board shall hear the application for reinstatement and either deny it or grant reinstatement, with or without conditions.

### **5. Whistleblower Protection:**

No supervisor or other person in a position of authority within ASAC shall take (or threaten to take) retaliatory personnel or other action against any employee or other grievant because of the filing of a grievance or the disclosure of information that person

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reasonably believes evidences a violation of a law, policy, rule or regulation; significant mismanagement; significant waste of funds; an abuse of authority; or a substantial and specific impediment to ASAC's ability to accomplish its mission. Doing so shall, in itself, be cause for filing of a grievance against such supervisor or other person in a position of authority. Filing of false or unwarranted grievances may be cause for filing of a grievance against the grievant doing so.

### **ARTICLE XI – ADVISORY COUNCIL**

#### **1. Purpose:**

The purpose of the Anchorage Senior Activity Center Advisory Council is to work with the ASAC Board of Directors and Center administration to help effectuate the ASAC's purpose of enhancing seniors' lives. The expertise and experience of the Advisory Council members will be called upon to provide information and advice about individual and community needs as well as services and activities the ASAC can provide in furtherance of its purpose.

#### **2. Constituency:**

- a. Number: No more than fifteen (15)
- b. Terms: Indefinite.
- c. Replacements: Nominated by the Advisory Council and/or any member in good standing; then confirmed by the ASAC Board of Directors.
- d. Officers: Convener and other officers as needed.
- e. Meetings: As issues arise or as requested by two (2) Advisors.

#### **3. Involvement:**

- a. Attendance and participation in the quarterly Open Forums of the ASAC.
- b. Advisory Council members are invited to participate in all ASAC activities and are encouraged to talk with members and staff. They may attend any and all Board of Directors or committee meetings except those designated confidential, with voice but without vote. All questions shall be submitted to the Advisory Council by the General Manager who will attend all Advisory Council meetings. Suggestions by the Advisory Council shall be brought to the Board of Directors by the General Manager. The Chair of the Advisory Council or its designee will chair the Quarterly Open Forum meetings.

### **ARTICLE XII – ANCHOR-AGE CENTER, INC. ENDOWMENT FUND**

#### **1. Composition of Trustees:**

- a. Membership of the Committee for the Anchor-Age Center, Inc. Endowment Fund, referred to as the "Trust", shall comprise between nine and fifteen members serving three year terms, to be elected by the ASAC Board of Directors.
- b. Trustees shall elect their own officers.

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c. The President and Treasurer of the Board of Directors shall be ex-officio members of the Trust, without vote.

### **2. Nominations and Election:**

a. Prior to the December meeting of the ASAC Board, the ASAC shall issue a call for candidates to be considered for re-nomination or as replacements for Trustees whose terms expire at the end of the current calendar year.

b. The Trustees shall submit a list of candidates for election as Trustees, but this shall not exclude other persons from being nominated for consideration by the Board to become a Trustee.

c. At its December meeting the ASAC Board shall elect Trustees from the list of nominated candidates.

d. Trustees who resign from the Trust prior to the expiration of their terms may be replaced by the ASAC Board for completion of the unexpired terms.

### **3. Structure of the Trust:**

Trustees shall determine the organizational structure and details of operation of the Trust, including committees and their chairs as appropriate to the purpose and functions of the Trust.

## **ARTICLE XIII – MEETINGS**

1. Broad-based informational meetings of members and non-members may be held subject to scheduling and format approval by the Board of Directors.

2. Open Forum meetings, chaired by the Advisory Council and attended by the membership, management and staff shall be held quarterly. Attendance at these forums by the General Manager and President shall be required or, if absence is unavoidable, by their personal representatives. Attendance by all Officers and other directors and key staff personnel is strongly encouraged and expected.

## **ARTICLE XIV – POLICIES AND PROCEDURES**

### **1. Board Policies and Procedures:**

a. Board policies and procedures shall be contained in either the Bylaws or these Standing Rules.

b. Policies and/or procedures that are not in compliance with the Bylaws shall not be placed into effect unless and until the Bylaws are appropriately revised.

c. Board policies and/or procedures established between updates of the Standing Rules shall be maintained in a file for this purpose in the Board's file space maintained by the Secretary.

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- d. All Board policies and/or procedures shall be maintained in both hard copy and securely backed-up electronic files to insure continuing availability to changing administrations.
- e. The General Manager shall expeditiously be provided all newly established Board policies and/or procedures for appropriate implementation and dissemination.

### **2. Management Policies and Procedures:** It shall be a duty of the General Manager to:

- a. Insure appropriate and timely distribution and implementation of Board policies and procedures.
- b. Create and implement appropriate and necessary written non-Board policies and procedures that satisfy the requirements of:
  - (1) All governmental laws and regulations applicable to the ASAC.
  - (2) All applicable Board policies and/or procedures.
  - (3) All applicable ASAC contracts and agreements.
  - (4) An effective management of the ASAC including, but not limited to, personnel, safety, security, emergencies, facility, maintenance, administration and operations.

### **3. Precedence:**

- a. In the event of differing or conflicting rules, policies or procedures, the following order of precedence shall be observed;
  - (1) Applicable laws and governmental regulations.
  - (2) Articles of Incorporation
  - (3) Bylaws
  - (4) Standing Rules
  - (5) Contracts and Agreements
    - (a) An agreement or contract that conflicts with the Bylaws should not be entered into unless and until the Bylaws are revised to comply. Should a contract or agreement be entered into that knowingly conflicts with the Standing Rules, it shall be incumbent upon the Board to expeditiously revise the Rules.
  - (6) Management Policies and Procedures

## **ARTICLE XV – USE OF FACILITIES**

- 1. The ASAC building and grounds are public property but they have been constructed for a specific use and ASAC has contracted with the Municipality of Anchorage to manage them for this use. A portion of the funds necessary for ASAC to effectively accomplish its mission of providing services to and for senior citizens of Anchorage has been provided by the Municipality and services and facilities provided to the public are to be available only to the extent consistent

## **ASAC Standing Rules**

with the purpose for which these funds are made available. The limited funds provided by the Municipality require that the majority of the funds necessary for the ASAC to accomplish its mission must come from other sources. This makes it necessary for the ASAC to require the payment of membership dues and, in some areas, the payment of additional fees in return for use of the facilities and the other services provided.

2. Many activities and services are open to the public at large and their participation is encouraged. Others are intended for members only and a few are designed for only a specific category of members. Examples of the later would be senior veterans or members over 90 years of age. Specific groups of the general public are also accommodated on a space-available basis by providing meeting areas and/or catering services. Other groups are served in compliance with terms of specific grants or the provision of personnel to serve a particular public need.

3. One or more activities or services require payment of a fee in order to participate. Others have a recommended optional donation, generally quite small, to help defray costs.

4. Compliance with agreements and effective management requires that user and attendance information be gathered for ASAC activities and services. Doing so is significantly facilitated for members because they have electronically coded cards that are scanned into touch screen displays that enable the member to designate places and activities to be visited.

5. It shall be ASAC policy that activities and services designated and intended for members only shall be open only to current members in good standing, invited guests, infrequent visiting guests of a current member, and one-time or infrequent non-members interested in becoming members. Activities and services requiring the payment of a fee in addition to membership dues shall be open only to those whose payment is current. It shall be permissible to require that visitors register as a condition of entering the building and to query visitors and users concerning their membership status and currency. Written procedures for the enforcement of this policy shall be drafted by the General Manager, be approved by the Board and reviewed at least annually.

6. On days that the ASAC is designated as a polling place for Federal, State or Municipality voting, visitors and members shall not be required to register and touch screen machines shall be covered and not used during the hours that polls are open to avoid the appearance of potential gathering of voter data.

## **ARTICLE XVI – MANAGEMENT RELATIONSHIP**

1. It is the duty and responsibility of the Board to govern and lead the ASAC organization on behalf of its members. It shall do this by establishing goals, limitations and policies that embody ASAC's reason for being.

2. It is the duty and responsibility of the General Manager to manage ASAC's facilities, personnel and resources. The Board and/or its Officers shall not infringe upon the Manager's areas of responsibility other than to provide goals, limitations and specific policies to be adhered to.

3. Notwithstanding the above, and in consideration of chronic staffing limitations, it shall be permissible for the Board, its Officers and its committees, or the members thereof, to provide the Manager assistance or advice in areas of the Manager's responsibility, at the Manager's request.

## ASAC Standing Rules

Any such aid may be terminated at will by the Manager and shall not be construed as interference or micro-management by the Board or its Officers or committees.

### ARTICLE XVII – CONFLICT OF INTEREST

#### 1. Purpose

a. The purpose of this Board conflict of interest policy is to protect ASAC's interests when it is contemplating entering into a transaction or arrangement that might benefit the private interests of any of the following persons affiliated with ASAC:

- (1) An officer of ASAC
- (2) A director of ASAC
- (3) An Endowment Trust Fund trustee
- (4) Any key employee of ASAC

b. The purpose is also to prevent possible excess benefit transactions and to allow ASAC to assess director independence in order to answer questions posed by the Internal Revenue Service.

c. This policy is intended to supplement, but not replace, any applicable state and federal laws governing conflicts of interest applicable to nonprofit and charitable organizations.

d. This policy is also intended to identify "independent" directors and trustees.

#### 2. Definitions

a. Interested Person -- Any director, officer, trustee or key employee who has a direct or indirect financial interest, as defined below, is an interested person.

b. Financial Interest -- A person has a financial interest if the person has, directly or indirectly, through business, investment, or a family member:

- (1) An ownership or investment interest in any entity with which ASAC has a transaction or arrangement,
- (2) A compensation arrangement with ASAC or with any entity or individual with which ASAC has a transaction or arrangement, or
- (3) A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which ASAC is negotiating a transaction or arrangement.

c. Independent Director or Trustee -- A director or trustee shall be considered "independent" for the purposes of this policy if he or she satisfies all of the following circumstances at all times while serving:

- (1) Neither the person, nor any family member of the person, is compensated as an officer, employee or independent contractor of ASAC or of a related organization.
- (2) Neither the person, nor any family member of the person, is involved in a transaction with ASAC or has a significant business relationship with ASAC

## ASAC Standing Rules

which might affect independence in decision-making (whether directly or indirectly through affiliation with another organization).

(3) Is not employed as an executive of another corporation where an ASAC officer or employee serves on that corporation's compensation committee.

d. Key Employee -- The General Manager of ASAC or any other ASAC employee empowered to enter into or influence entering into a transaction or arrangement with ASAC or an affiliate of ASAC that might benefit the private interests of such person.

e. Family Member -- The family of an individual includes his or her spouse, ancestors, brothers and sisters (whether whole or half-blood), children (whether natural or adopted), grandchildren, great-grandchildren, and spouses of brothers, sisters, children, grandchildren, and great-grandchildren.

### 3. Procedures

a. Duty to Disclose -- In connection with any actual or possible conflict of interest, an Interested Person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the Board or Executive Committee or, if a trustee, to a quorum of the Endowment Fund Trustees. .

b. Recusal of Self -- Any Interested Person may recuse himself or herself at any time from involvement in any decision or discussion in which the person believes he or she has or may have a conflict of interest, without going through the process for determining whether a conflict of interest exists.

c. Violations of the Conflicts of Interest Policy

(1) If the Board, Executive Committee or Endowment Fund Trustees have reasonable cause to believe an Interested Person has failed to disclose actual or possible conflicts of interest, it shall inform the person of the basis for such belief and afford the person an opportunity to explain the alleged failure to disclose.

(2) If, after hearing the response of an Interested Person, other than a trustee, and after making further investigation as warranted by the circumstances, the Board or Executive Committee determines such person has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

(3) If, after hearing the person's response and after making further investigation as warranted by the circumstances, the Endowment Fund Trustees determine that a trustee has failed to disclose an actual or possible conflict of interest, it shall refer the matter and all pertinent information to the Board for final determination and any appropriate disciplinary and corrective action.

**4. Records of Proceedings** The minutes of the Board and Endowment Fund Trustees shall contain:

a. The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present,

## **ASAC Standing Rules**

and the Board's, Executive Committee's or Endowment Fund's decision as to whether a conflict of interest in fact existed.

b. The names of the persons who were present for discussions and a record of any votes taken in connection with the proceedings.

### **5. Compensation**

a. Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial.

b. An Interested Person who receives compensation, directly or indirectly, from ASAC is precluded from voting on matters pertaining to that person's compensation.

c. No person who receives compensation, directly or indirectly, from ASAC, either individually or collectively, is prohibited from providing compensation information to the Board, Executive Committee or any Board appointed committee whose jurisdiction includes compensation matters.

### **6. Annual Statements**

a. Each director, officer, trustee and key employee shall, upon assuming such position and at least annually thereafter, sign a copy of the Initial and Annual Conflict of Interest Statement shown as an attachment in Section XIX of these Rules.

b. If at any time during the year, the information in the annual statement changes materially, the declared Independent Person shall disclose such changes and revise the annual disclosure form.

c. The Executive Committee shall monitor and enforce compliance with this policy by reviewing annual statements and taking such other actions as are necessary for effective oversight.

## **ARTICLE XVIII – AMENDMENT**

These Standing Rules may be adopted or amended at any regular meeting of the Board by a two-third (2/3) majority vote without notice or by a majority vote with 30 days' notice.

## **ARTICLE XIX-DOCUMENTS AND FORMS**

1. The following documents and forms are attached to these Standing Rules and shall be used within the ASAC for the purposes intended:

Attachment 1 – Fee Schedule and Reduced Fee Eligibility

Attachment 2 – Notice That Election Not Required

Attachment 3– Oath of Office

Attachment 4– Code of Ethics

## ASAC Standing Rules

Attachment 5– Conflict of Interest Statement

Attachment 6 – Confidentiality Agreement

Attachment 7 – Proxy Form (used only for votes requiring a quorum)

Attachment 8– Grievance Form

Attachment 9 – Naming Opportunities Policy and Procedure for Building and Ground Spaces

Attachment 10 – Policy and Procedure for Accepting Gifts

Attachment 11 – Naming Opportunities Policy and Procedure for Equipment and Other Physical Items

Attachment 12 – Elections Manual (*In Progress*)

2. All attached documents and forms shall be the most current revision and shall be appropriately dated and numbered to show both the page and the total number of pages.

3. An addition, deletion or revision of an attached document or form shall not, in itself, be considered an amendment of these Standing Rules.

### Attachment 1

#### FEE SCHEDULE and REDUCED FEE ELIGIBILITY

##### MEMBERSHIP FEE SCHEDULE

General (Voting Member – age 50 and over) -----	\$50
Couples (One or both age 50 or over) -----	\$90
Reduced Fee Membership (Voting Member – age 50 or over) -----	\$15
Associate Member (Non-voting – under age 50) -----	\$50
Associate Couples (Both under age 50) -----	\$90
Guest Membership (Non-voting – age 50 or over – 30 days) -----	\$25
Lifetime Members (Couple’s ages are averaged to determine fee)	

Age	Single	Couples
50 - 60 -----	\$700	\$1,250
61 - 65 -----	\$600	\$1,050
66 - 70 -----	\$500	\$850
71 - 75 -----	\$400	\$700
76 - 80 -----	\$300	\$500
81 - 84 -----	\$200	\$350
85+ -----	\$100	\$175
Honorary Members -----	Free	

##### REDUCED FEE ELIGIBILITY

Applicants must provide one of the following to show that total adjusted gross income plus social security benefits does not exceed the then current Federal Poverty Guidelines for Seniors:

## ASAC Standing Rules

1. An acceptance letter for Alaska Senior Benefits
2. **OR** a Quest (Food Stamps/Public Assistance) Acceptance Letter
3. **OR** a Medicaid (not Medicare) Acceptance Letter. Showing card is not acceptable to qualify for a reduced fee waiver.
4. **OR** a copy of the applicant's most recent Federal Income Tax return.

Applicants must requalify each year.

The General Manager shall determine which departments and/or individuals are authorized to approve and/or deny reduced fee applications.

### FITNESS CENTER FEES

General (Voting and Associate Members) -----	\$30 monthly	\$330 annually
Reduced Fee Members (No annual fee) -----		\$15 monthly
Members aged 90 and over -----		Free
Members one day pass -----		\$7

(Page 1 of a 2 page policy)

Non-Members one day pass for a trial use -----	\$10
Shower Room Locker rental -----	\$30 annually
Locker Room Large Locker rental -----	\$25 annually
Locker Room Small Locker rental -----	\$20 annually

(Page 2 of a 2 page policy)

**Attachment 2**  
**BOARD OF DIRECTORS**  
**NOTICE THAT ELECTION NOT REQUIRED**

(Date) \_\_\_\_\_

To: All ASAC Members

## ASAC Standing Rules

You are advised that nominations for this year's annual election of directors have been closed and that the number of nominations received is equal to or less than the number of seats open and that the no term length is dependent upon the number of votes received. The ASAC Bylaws specify that an election is not required in this event and your Board has elected to not do so.

The nomination forms for the following members have been received and, unless they sooner withdraw, they shall be considered to have been elected for full three year terms as of the date of this year's annual meeting:

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Information concerning the nominees will be posted in the ASAC and published in the Senior Borealis and you may meet them in person at this year's Ice Cream Social on \_\_\_\_\_. The new members' election will become effective at the regularly scheduled Board meeting in October.

For the Board of Directors

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President

*(This form consists of 1 page)*

### **Attachment 3 BOARD OF DIRECTORS OATH OF OFFICE**

The following Oath of Office shall be taken by each director at time of installation, signed by the preparer, dated, attested to by a Board member, and retained in the Board's files throughout the preparer's term of office plus one year.

I, (Printed Name) \_\_\_\_\_, do solemnly swear that I will support and defend the Articles of Incorporation, the Bylaws and Standing Rules of the Anchor-Age Center, Inc. d.b.a. the Anchorage Senior Activity Center and that I will honestly, faithfully and impartially discharge my duties as a member of the Board of Directors to the best of my ability.

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

# ASAC Standing Rules

Attest: \_\_\_\_\_

Member of the Board of Directors

*(This form consists of 1 page)*

## **Attachment 4 BOARD OF DIRECTORS CODE OF ETHICS**

The following Code of Ethics shall be signed and dated by each Board member at time of installation and retained in the Board's files throughout the preparer's term of office plus one year.

### **1. Code of Ethics:**

As a member of the Board of Directors of Anchor-Age Center, Inc. d.b.a. Anchorage Senior Activity Center, I will:

Represent the interests of all people served by this organization.

Not use the organization or my service on this Board for my personal advantage or for the personal advantage of my friends or supporters.

Keep confidential information confidential.

Approach all board issues with an open mind, prepared to make the best decision for the whole organization.

Do nothing to violate the trust of those who elected me to the Board or those who serve.

Focus my efforts on the mission of the organization and not on my personal goals.

Never exercise authority as a Board member except when acting in a meeting with the full Board or as delegated by the Board.

Refrain from using profanity in the presence of or directed at an employee of or member of the ASAC.

Treat all members, guests and employees of the ASAC with courtesy and respect and refrain from invidious discriminatory actions or words.

### **2. Confidential Information Defined:**

## ASAC Standing Rules

The term “confidential information” in the Code of Ethics shall be deemed to mean any information obtained by virtue of being a director that is designated as such by the Board, the Executive Committee of the Board or the President or person acting in the President’s stead. It shall also include information of a personal nature that, if disclosed prematurely, could be detrimental to an individual. Things such as unproven allegations of illegal or other improper behavior, potentially embarrassing actions or activities and pending adverse personnel actions are examples of such information.

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ *(This form consists of 1 page)*

**ASAC Standing Rules**

**Attachment 5  
BOARD OF DIRECTORS  
INITIAL AND ANNUAL  
CONFLICT OF INTEREST STATEMENT**

The following Conflict of Interest Statement shall be signed and dated by each Board member, Endowment Trust Fund Trustee and Key Employee at time of installation, reaffirmed annually and retained in the Board’s files throughout the preparer’s term of office plus one year.

1. Name: \_\_\_\_\_ 2. Position: \_\_\_\_\_

Are you (circle yes or no): a voting Director? Yes No an Officer? Yes No

A Key Employee as defined in the ASAC Conflict of Interest Policy? Yes No

An Endowment Fund Trustee? Yes No

3. I affirm the following:

I have read and understand the ASAC Conflict of Interest policy. \_\_\_\_\_ (initial)

I agree to comply with the policy. \_\_\_\_\_ (initial)

Disclosures:

Do you have a financial interest in ASAC (past, current or potential) as defined in the ASAC Conflict of Interest policy? Yes No If yes, please describe it:

\_\_\_\_\_

Do you have a family member, as defined in the ASAC Conflict of Interest Policy, who is a compensated employee of the ASAC or any ASAC affiliate? Yes No If yes, explain:

\_\_\_\_\_

(Answer only if a director or trustee) Are you an Independent Director or Trustee, as defined in the ASAC Conflict of Interest policy? Yes No

If you are not, why?

\_\_\_\_\_

\_\_\_\_\_

Initial Signature \_\_\_\_\_ Date: \_\_\_\_\_

*(This is page 1 of a 2 page form)*

**ASAC Standing Rules**

**CONFLICT OF INTEREST  
ANNUAL REAFFIRMATION**

**Reaffirm only if there is no change. If any change, complete a new form.**

Reaffirmation \_\_\_\_\_ Date: \_\_\_\_\_

**Annual Review**

Reviewed by Executive Committee: Date: \_\_\_\_\_ Date: \_\_\_\_\_

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

*(This is page 2 of a 2 page form)*

# ASAC Standing Rules

## Attachment 6 CONFIDENTIALITY AGREEMENT

**1. Purpose.** This Confidentiality Agreement (“Agreement”) is entered into between Anchor-Age Center, Inc., a non-profit Alaska corporation. d.b.a. the Anchorage Senior Activity Center (“ASAC”), and \_\_\_\_\_ (“Member”), a member of the ASAC who may become privy to information of a confidential nature for the purpose of preventing Member’s unauthorized disclosure of such Confidential Information.

**2. Applicability.** The following Confidentiality Agreement shall be signed by the following:

- a. The Board of Directors’ Recording Secretary
- b. Any ASAC Volunteer or member of an ASAC committee who may become privy to ASAC information of a confidential nature.

It shall be witnessed by an ASAC officer, dated and retained in the Board’s files throughout the preparer’s term of participation plus one year.

**3. Definition of Confidential Information.** For purposes of this Agreement, "Confidential Information" shall include all information obtained by Member as a participant in the activity requiring execution of this Agreement that is designated as such by the ASAC Board of Directors or an ASAC Officer. It shall also include information of a personal nature that, if disclosed prematurely without authority, could be detrimental to an individual. Things such as unproven allegations of illegal or other improper behavior, potentially embarrassing actions or activities and pending adverse personnel actions are examples of such information.

**4. Exclusions from Confidential Information.** Member’s obligations under this Agreement do not extend to information that is: (a) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of Member; or (b) learned by Member through legitimate means other than participating in the activity requiring this Agreement; or (c) is disclosed by Member with approval of the ASAC Board or an ASAC Officer.

**5. Obligations of Member.** Member hereby agrees to hold and maintain Confidential Information in strictest confidence until and unless it becomes publically known through no fault of Member or its release is approved by the ASAC Board or an ASAC Officer. This obligation shall survive the termination of Member’s participation in the activity requiring this Agreement.

(Signature) \_\_\_\_\_ (Date) \_\_\_\_\_

ASAC Officer Witness: (Signature) \_\_\_\_\_ (Title) \_\_\_\_\_

*(This form consists of 1 page)*

**ASAC Standing Rules**

**Attachment 7  
PROXY FORM**

**(To be used only for non-election votes requiring a quorum.)**

**PROXY FORM:**

I, (print name) \_\_\_\_\_, a voting member of the Anchorage Senior Activity Center, do hereby certify that I am in good standing as such a member and do hereby designate, empower and authorize, (print name) \_\_\_\_\_, who is also a member in good standing, to vote in my place and stead as fully as though I myself was present at the next annual meeting of the Anchorage Senior Activity Center.

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

*(This form consists of 1 page)*



# ASAC Standing Rules

## GRIEVANCE FORM

1. **This form is to be used only for a written and signed complaint by one or more individuals against the actions of one or more other individuals.** Dissatisfaction with an ASAC policy or situation shall be classed as a complaint and not a grievance. All complaints shall be submitted to the General Manager for resolution.
2. The Executive Committee of the ASAC Board of Directors shall initially review all grievances submitted on this form to determine proper disposition. **Only the following shall fall within the Board's area of responsibility:**
  - a. An appeal of a grievance by an ASAC member or staff member against another staff or ASAC member that the grievant believes **has not been satisfactorily resolved after compliance with Management grievance procedures.**
  - b. An ASAC member's grievance against the General Manager.
  - c. A staff member's grievance against the General Manager that alleges that the General Manager has engaged in improper (discrimination, etc.) or illegal (fraud or theft, etc.) conduct against them or this organization or has failed to investigate allegations that others have done so.
3. All grievances other than those above shall be handled in accordance with procedures established by Management and those received by the Board that do not fall within these categories shall be forwarded to the General Manager for consideration and resolution.
4. If your grievance falls within the Board's area of responsibility, you can expect to be contacted by a member of the Executive Committee (which includes all ASAC officers) within a reasonable time. If this does not occur, please relay your request for a response to the ASAC receptionist and ask that an officer be notified of your concern.
5. You are encouraged to review Article XI of the ASAC Board's Standing Rules for an explanation of the Board's grievance procedures. These are available on the ASAC's web site and at the receptionist's position. Grievance procedures for staff members are contained in management's personnel manual.

### **Whistleblower Protection**

#### *[From Article XI of ASAC Standing Rules]*

No supervisor or other person in a position of authority within ASAC shall take (or threaten to take) retaliatory personnel or other action against any employee or other grievant because of the filing of a grievance or the disclosure of information that person reasonably believes evidences a violation of a law, policy, rule or regulation; significant mismanagement; significant waste of funds; an abuse of authority; or a substantial and specific impediment to ASAC's ability to accomplish its mission. Doing so shall, in itself, be cause for filing of a grievance against such supervisor or other person in a position of authority. Filing of false or unwarranted grievances may be cause for filing of a grievance against the grievant doing so.

*(This is page 2 of a 2 page form printed front and back)*

# ASAC Standing Rules

## BOARD OF DIRECTORS

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### Attachment 9

#### NAMING OPPORTUNITIES FOR BUILDING AND GROUND SPACES

##### **Purpose**

This policy provides guidance to the administration, staff, volunteers, and donors of the Anchorage Senior Activity Center for naming opportunities and recognition of major gifts.

##### **Policy**

In recognition for making a significant gift to the Anchorage Senior Activity Center, donors may be offered the opportunity to name selected interior or exterior physical spaces of the Anchorage Senior Activity Center's facilities or to name whole buildings or significant portions of a building. Equipment, grounds areas, physical items, as well as non-physical items such as programs or events may also be offered as naming and/or underwriting opportunities pursuant to separate policies adopted by the Board of Directors of Anchorage-Age, Inc.

##### **Authority to Approve**

Recommendations for naming opportunities from any source must first be submitted to the General Manager for approval and recommendation to the Board of Directors for final approval.

##### **Administration of Naming Opportunities**

The General Manager is responsible for managing all aspects of the Naming Opportunities policy and procedure with the oversight and approval of the Board of Directors.

##### **Duration of Naming Opportunities**

Naming opportunities will last as long as the practical life of the named space or area. If the purpose of a named space changes due to renovation or reorganization or some other circumstance deemed necessary by the Anchorage Senior Activity Center, the General along with a Board member will inform the donor prior to the change. Depending upon current circumstances and donations, the prior donor may have the opportunity to keep the name attached to the new space, or to select an alternate space to be named, or to "retire" the naming opportunity. If the naming opportunity is "retired," the prior donor will be acknowledged on a plaque in a common and visible area that recognizes all donors whose naming opportunities have been "retired."

The Anchorage Senior Activity Center reserves the right to revoke a naming if for any reason it presents actual or perceived risk or harm to the reputation of the organization or if the intent of a gift or the terms of a sponsorship associated with the naming cannot be fulfilled.

*(Page 1 of a 3 page policy)*

## ASAC Standing Rules

### Acceptable Gift Types

Naming gifts may be made using cash, marketable securities, real estate, other personal property, in-kind goods or services, and planned gift arrangements as specified in the *Gift Acceptance Policy*. Appraisals or some other appropriate substantiation of gift value may be required for gifts other than cash or publicly traded securities before a naming opportunity can be selected. Naming opportunities are also offered to donors who make pledges, with the following conditions:

- 1) A signed commitment form that includes an acceptable pledge payment schedule has been received by the General Manager, and
- 2) Pledge payments are current at the time that any expenses associated with creating the donor recognition/plaque are incurred.

### Named Gift Minimums

The minimum gift level required for any named gift opportunity shall be set by the General Manager and Board based on historic giving patterns, historical use and naming of the space or area, whether the organization is conducting a capital campaign, and any municipal naming policies applicable to municipal- owned buildings.

### New Construction

Naming opportunities for new, stand-alone facilities will be offered for gifts of at least \$1 million. Naming opportunities for significant portions of a new facility, such as a wing or an entire floor, will be offered for gifts as determined by the General Manager and Board of Directors after input from any building committee or capital campaign committee that many have been formed for the project being considered for naming opportunities. The actual gift level required for naming an entire new facility or a significant portion of a new facility will be recommended by the General Manager and determined by the Board of directors with due consideration of the amount of philanthropic funds raised for the new facility and/or the number of donors interested in naming a new facility, and any applicable municipality naming policies.

Naming opportunities for all other spaces inside or outside a new facility will be offered for gift amounts set by the General Manager and the Board of Directors. The actual gift levels required for various naming opportunities within a new facility will be by such criteria as the location, visibility, “desirability” and size of the space and/or the cost associated with building a particular space and/or the number of gifts needed at various levels during the accompanying fundraising efforts and/or other criteria as deemed appropriate.

*(Page 2 of a 3 page policy)*

## **ASAC Standing Rules**

### ***Renovations***

Naming opportunities for renovations inside or outside an existing facility will be offered for a minimum set by the General Manager and Board of Directors with input from any building or capital campaign committees that may have been formed for the project according to the same criteria as outlined for new construction above. If renovations are made to previously named areas, the Duration of Named Opportunities section of this policy shall apply.

### ***Endowments***

This policy does not apply to the Endowment Trust.

### **Wording on Naming Opportunities**

Donors may select the wording to appear on plaques for their naming opportunities, based on guidelines provided by the General Manager and approved by the Board of Directors. Wording must be appropriate for public spaces.

### **Expenses of Naming Opportunities**

In general, any expenses associated with creating donor recognition systems or plaques are paid with internal budgeted Anchorage Senior Activity Center resources. By exception, and with the prior knowledge of the donor, a portion or all of the expenses may be paid from the donor's gift.

Policy adopted by the Board of Directors on the 11th day of March, 2015.

*(Page 3 of a 3 page policy)*

# ASAC Standing Rules

## Attachment 10

### POLICY AND PROCEDURE FOR ACCEPTING GIFTS

#### **Purpose**

This policy provides guidance to the administration, staff, volunteers, and donors of the Anchorage Senior Activity Center for the solicitation and acceptance of gifts of property, services or currency. Current and deferred gifts may be solicited from individuals, corporations, foundations and others for purposes that further and fulfill ASAC's mission.

The provisions of this policy shall apply to all gifts received by ASAC. The Board of Directors reserves the right to revise, revoke or make exceptions to the policy at any time.

#### **Authority to Approve**

All gifts must be approved before acceptance. All gifts, other than items donated to the gift shop for resale, must first be submitted to the General Manager for approval. (Items donated to the Gift Shop for resale are subject to a separate donation policy and procedure.) Approval of all other gifts is as set forth in the Specific Gifts Categories section of this policy.

ASAC may consult legal counsel as deemed appropriate by the Board and especially for gifts in the following categories:

1. Closely held stock transfers that are subject to restrictions or buy-sell agreements,
2. Documents naming ASAC as trustee,
3. Gifts involving contracts such as bargain sales, partnership agreements, or other documents which may require ASAC to assume an obligation,
4. Transactions with a potential conflict of interest,
5. Gifts of real estate,
6. Pledge agreements,
7. Any gift with restrictions, and
8. Other circumstances where use of counsel is deemed appropriate by the Board

Prospective donors will be encouraged to seek the assistance of their own legal and financial advisors in matters relating to their gifts and the resulting tax and estate planning consequences.

(Page 1 of a 6 page policy)

#### **Specific Gift Categories**

ASAC shall not accept gifts that:

## ASAC Standing Rules

1. Violate the terms of the ASAC policies,
2. Jeopardize ASAC's status as an exempt organization under federal or state law;
3. May be too difficult or expensive to administer
4. Do not further ASAC mission or objectives,
5. Could damage the reputation of ASAC

The General Manager may accept unrestricted cash gifts not to exceed \$25,000 cash without prior approval of the Board of Directors provided that the identity of the donor has been vetted with respect to any reputational or policy issues and the gift complies with all other policy considerations.

All gifts, other than unrestricted cash gifts not exceeding \$25,000 cash, must be approved by the Board prior to acceptance. However, the Board may authorize certain *de minimis* gifts or categories of gifts that may be accepted without its final approval.

*Tangible Personal Property.* The Board shall decide whether to accept gifts of tangible personal property by considering the following factors:

1. Whether the property furthers the mission of ASAC,
2. The marketability of the property:
  - a. Any restrictions on the use, display, or sale of the property, and
  - b. Carrying costs and possible liability for the property.

*Marketable Securities:*

1. Unrestricted marketable securities may be transferred to an account maintained by ASAC at one or more brokerage firms or delivered physically with the transferor's signature or stock power. All marketable securities shall normally be sold as soon as practical following receipt unless otherwise directed by the Board of Directors.
2. If the marketable securities are restricted by applicable securities laws, the Board shall make the final determination as to the acceptance of the restricted securities.

*Charitable Lead Trust:* ASAC may accept designations as income beneficiary of a charitable lead trust. ASAC may not accept an appointment as trustee of a Charitable Lead Trust.

*Closely-Held Securities:* Closely-held securities, including debt and equity positions in non-publicly traded companies, interests in LLPs and LLCs, or other ownership forms, may be accepted subject to the approval of the Board. The Board shall review and decide whether to accept closely-held securities based on the following factors:

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## ASAC Standing Rules

1. Restrictions on the security that would prevent ASAC from ultimately converting the securities to cash,
2. The marketability of the securities, and
3. Any undesirable consequences for ASAC which might result from accepting the securities.

If potential problems arise on initial review of the securities, further review and recommendation by an outside professional may be sought before making a final decision on acceptance of the gift. The final determination on the acceptance of closely-held securities shall be made by the ASAC Board with advice of legal counsel when deemed necessary. Non-marketable securities, if accepted, shall be disposed of as quickly as possible.

*Bequests:* Donors may make bequests to ASAC under their wills and trusts. A bequest will not be recorded as a gift until the gift is irrevocable. When the gift is irrevocable, but is not due until a future date, the gift will be recorded in accordance with Generally Accepted Accounting Procedures.

*Charitable Remainder Trusts:* ASAC may accept designations as remainder beneficiary of a charitable remainder trust. ASAC shall not accept appointment as trustee of a charitable remainder trust.

*Retirement Plan Beneficiary Designations:* ASAC may accept designations as beneficiary of donor's retirement plans. Designations will not be recorded as gifts until the gift is irrevocable. When the gift is irrevocable, the gift will be recorded in accordance with Generally Accepted Accounting Procedures.

*Life Insurance:* ASAC may accept designations as beneficiary and owner of a life insurance policy. The life insurance policy will be recorded as a gift once ASAC is named as both beneficiary and irrevocable owner of a life insurance policy. The gift shall be valued in accordance with GAAP rules. If the donor contributes future premium payments, ASAC will include the entire amount of the additional premium payments as a gift in the year that it is made. If the donor does not elect to continue to make gifts to cover premium payments on the life insurance policy, ASAC may:

1. Continue to pay the premiums,
2. Convert the policy to paid up insurance, or
3. Surrender the policy for its current cash value of their life insurance policy.

Designations will not be recorded as gifts until the gift is irrevocable. Where the gift is irrevocable, the gift shall be recorded in accordance with Generally Accepted Accounting Procedures.

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## ASAC Standing Rules

*Real Estate:* Gifts of real estate may include developed property, undeveloped property, or gifts subject to a prior life interest.

1. *Environmental Review.* Prior to acceptance of real estate, ASAC shall require an initial environmental review of the property to ensure that the property has no negative environmental issues. If the initial inspection reveals a potential problem, ASAC shall retain a qualified inspection firm to conduct an environmental audit. The cost of the environmental audit shall be an expense of the donor.
2. *Title Binder.* A title binder shall be obtained by ASAC prior to the acceptance of the real property gift when appropriate. The cost of this title binder shall be an expense of the donor.
3. *Factors for acceptance.* The Board and legal counsel shall review and decide whether to accept real property based on the following factors:
  - a. Whether the property is useful for the purposes of ASAC,
  - b. The marketability of the property,
  - c. Any encumbrances, leases, restrictions, reservations, easements, or other limitations associated with the property,
  - d. Any carrying costs associated with the property, including insurance, property taxes, mortgages, notes or other costs,
  - e. Any concerns revealed by the environmental audit.
4. *Remainder Interests in Property.* ASAC will accept a remainder interest in a personal residence, farm, or vacation property subject to Board and legal review. The donor or other occupants may continue to occupy the real property for the duration of the stated life. At the death of the life tenant(s), the ASAC may use the property or reduce it to cash. Expenses for maintenance, real estate taxes, and any property indebtedness shall be paid by the donor or primary beneficiary.
5. *Restricted Gifts.* A gift with restrictions will be accepted only if the restrictions are expressly approved by the Board and a gift agreement has been executed.
6. *Named Funds.* A donor, or group of donors, may contribute and name a fund and restrict the use of the income or principal of the fund. Named funds require a minimum contribution of \$50,000 and may not be accepted prior to final approval by the Board.  
  
Payments for named funds must be completed within five years of the initial gift agreement date. If a named fund does not reach the funding level within the stated five-year period, the donor (or designated representative) will be consulted to determine the appropriate course of action which may include a pledge extension or the transfer of the donated funds as a restricted donation to ASAC.

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## ASAC Standing Rules

### Acceptance Provisions

1. *Gift Agreements.* ASAC shall enter into a written restricted gift agreement with the donor specifying the terms of the restricted gift, which may include provisions regarding donor recognition.
2. *Pledge Agreements.* Acceptance by ASAC of pledges by donors of future support (including by way of matching gift commitments) shall be contingent upon the execution and fulfillment of a written charitable pledge agreement specifying the terms of the pledge including any provisions regarding donor recognition. Challenge grants from private foundations will be exempted from this provision.
3. *Fees.* ASAC shall not accept a gift unless the donor is responsible for:
  - a. Fees of independent legal counsel retained by donor for completing the gift,
  - b. Appraisal fees,
  - c. Environmental audits and title binders (in the case of real property), and
  - d. All other third-party fees associated with the transfer of the gift to ASAC.
4. *Valuation of Gifts.* ASAC shall record gifts received at their valuation on the date of gift, except that, when a gift is irrevocable but not due until a future date, the gift may be recorded at the time the gift becomes irrevocable in accordance with GAAP.
5. *IRS Filings upon Sale of Gifts.* To the extent applicable, the Board shall file IRS Form 8282 upon the sale or disposition of any charitable deduction property sold within three (3) years of receipt by ASAC. "Charitable deduction property" means any donated property (other than money and publicly traded securities) if the value claimed by the donor exceeds \$5,000 per item or group of similar items (e.g., the property listed in Section B on Form 8283). ASAC shall file this form within 125 days of the date of sale or disposition of the asset.
6. *Written Acknowledgement.* ASAC Board shall provide written acknowledgement of all gifts made to ASAC and comply with the current IRS requirements in acknowledgement of the gifts.

**Changes to or Deviations from the Policy.** The ASAC Board has the sole power to change this Policy. In addition, exercise of any discretion or deviation from the written policy must be signed by the President of the Board.

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## ASAC Standing Rules

**Donor Naming Opportunities.** Naming gift opportunities at Anchorage Senior Activity Center shall be in accordance with the Naming Opportunities Policy and Procedures

**Association of Fundraising Professionals' Bill of Rights** is incorporated as a part of this policy. Philanthropy is based on voluntary action for the common good. It is a tradition of giving and sharing that is primary to the quality of life. To ensure that philanthropy merits the respect and trust of the general public, and that donors and prospective donors can have full confidence in the nonprofit organizations and causes they are asked to support, ASAC declares that all donors have these rights:

1. To be informed of the organization's mission, of the way the organization intends to use donated resources, and of its capacity to use donations effectively for their intended purposes.
2. To be informed of the identity of those serving on the organization's governing board, and to expect the board to exercise prudent judgment in its stewardship responsibilities.
3. To have access to the organization's most recent audited financial and/or the annual income and expense budget.
4. To be assured their gifts will be used for the purposes for which they are given.
5. To receive appropriate acknowledgement and recognition. The donor may remain anonymous donor, if requested or desired.
6. To be assured that information about their donation is handled with respect and with confidentiality to the extent provided by law.
7. To expect that all relationships with individuals representing organizations of interest to the donor will be professional in nature.
8. To be informed whether those seeking donations are volunteers, employees of the organization or hired solicitors.
9. To have the opportunity for their names to be deleted from mailing lists that an organization may intend to share.
10. To feel free to ask questions when making a donation to receive prompt, truthful and forthright answers.

Adopted by the Board of Directors of Anchor-Age, Inc. on the 11th day of March, 2015.

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# ASAC Standing Rules

## Attachment 11

### NAMING OPPORTUNITIES FOR EQUIPMENT AND OTHER PHYSICAL ITEMS

#### **Purpose**

This policy provides guidance to the administration, staff, volunteers, and donors of the Anchorage Senior Activity Center for naming opportunities and recognition of monetary gifts for and of equipment and other non-structural physical items.

#### **Policy**

In recognition for making a gift to the Anchorage Senior Activity Center, donors may be offered the opportunity to name selected equipment or other physical items used by Anchorage Senior Activities Center either inside the facility or on the grounds.

#### **Authority to Approve**

Recommendations for naming opportunities from any source must first be submitted to the General Manager for approval and recommendation to the Board of Directors for final decision.

#### **Administration of Naming Opportunities**

The General Manager is responsible for managing all aspects of the Naming Opportunities policy and procedure with the oversight and approval of the Board of Directors.

#### **Duration of Naming Opportunities**

Naming opportunities will last as long as the useful life of the named item. When the useful life of the named item is exhausted and/or another item is obtained to replace it, the named item shall be retired from service without notification to the named donor.

The Anchorage Senior Activity Center reserves the right to revoke a naming if for any reason it presents actual or perceived risk or harm to the reputation of the organization or if the intent of a gift or the terms of a sponsorship associated with the naming cannot be fulfilled.

#### **Acceptable Gift Types**

Naming gifts may be made using cash, marketable securities, real estate, other personal property, in-kind goods or services, and planned gift arrangements as specified in the *Gift Acceptance Policy*. Appraisals or some other appropriate substantiation of gift value may be required for gifts other than cash or publicly traded securities before a naming opportunity can be selected.

Naming opportunities are also offered to donors who make pledges, with the following conditions:

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## **ASAC Standing Rules**

- 1) A signed commitment form that includes an acceptable pledge payment schedule has been received by Anchorage Senior Activates Center, and
- 2) Pledge payments are current at the time that any expenses associated with creating the donor recognition/plaque are incurred.

### **Named Gift Minimums**

The minimum gift level required for equipment and other physical items shall be set by the General Manager and Board based on historic giving patterns, historical use and naming of the item, and current cost to Anchorage senior Activities Center to obtain and/or maintain the item.

### **Honorariums and Memorials**

Honorarium and memorial gifts exceeding \$500.00 given to the Anchorage Senior Activity Center shall be acknowledged by a name plague identifying the person for whom the gift is made. The plague will be placed on a “memorial Wall” dedicated inside the facility or on the grounds of ASAC by the Board of Directors. The size, design and location of the “memorial wall” may be changed at the discretion of the General Manager with prior approval of the Board of Directors.

### **Endowments**

This policy does not apply to the Endowment Trust.

### **Wording on Naming Opportunities**

Donors may select the wording to appear on the equipment or item based on guidelines provided by the General Manager and approved by the Board of Directors. Wording must be appropriate for public display.

### **Expenses of Naming Opportunities**

In general, any expenses associated with creating donor recognition or plaques are paid with internal budgeted Anchorage Senior Activity Center resources. By exception, and with the prior knowledge of the donor, a portion or all of the expenses may be paid from the donor’s gift.

Adopted by the Board of Directors on the 11th day of March, 2015.

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