

SPRINGBOARD FOR THE ARTS

PERSONNEL POLICY PANEL AND PROCEDURE MANUAL

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TABLE OF CONTENTS

- 1. INTRODUCTION 4
- 2. MISSION STATEMENT 4
- 3. EMPLOYEE CONDUCT 6
 - 3.1 CONFIDENTIALITY 6
 - 3.2 MISAPPROPRIATION OF PROPRIETARY SPRINGBOARD INFORMATION 6
 - 3.3 DRUGS AND ALCOHOL 6
 - 3.4 SMOKING 7
 - 3.5 STAFF MEETINGS 7
 - 3.6 OTHER EMPLOYMENT 7
 - 3.7 USE OF SPRINGBOARD FACILITIES FOR PERSONAL BUSINESS 7
- 4. EQUAL EMPLOYMENT OPPORTUNITY POLICIES 8
 - 4.1 EQUAL EMPLOYMENT OPPORTUNITY 8
 - 4.2 RETALIATION 8
 - 4.3 COMPLAINTS INVOLVING EEO, DISCRIMINATION, HARASSMENT, AND/OR RETALIATION 8
 - 4.4 SEXUAL HARASSMENT 9
 - 4.5 WHISTLEBLOWER POLICY 10
 - A. PURPOSE 10
 - B. REPORTING RESPONSIBILITY 10
 - C. NO RETALIATION 10
 - D. COMPLIANCE OFFICER 10
 - E. ACCOUNTING AND AUDITING MATTERS 11
 - F. REQUIREMENT OF GOOD FAITH 11
 - G. CONFIDENTIALITY 11
 - H. HANDLING OF REPORTED VIOLATIONS 11
 - 4.6 ACCOMMODATION REQUESTS RELATING TO DISABILITY 11
- 5. COMPENSATION 12
 - 5.1 EMPLOYEE STATUS 12
 - 5.2 JOB DESCRIPTIONS 12
 - 5.3 WORKING HOURS 12
 - 5.4 PAYDAY 13
 - 5.5 OVERTIME 13
- 6. TIME OFF 13
 - 6.1 ELIGIBILITY FOR TIME OFF 13
 - 6.2 HOLIDAYS 13
 - 6.3 VACATION 14
 - 6.4 JURY DUTY LEAVE 14
 - 6.5 VOTING LEAVE 14
 - 6.6 MILITARY LEAVE 14
 - 6.7 EXTENDED MEDICAL LEAVE 15
 - 6.8 UNPAID LEAVE OF ABSENCE 15
 - 6.9 PARENTING LEAVE 15
 - 6.10 SCHOOL CONFERENCES AND ACTIVITIES LEAVE 15



6.11	BEREAVEMENT LEAVE	16
6.12	SABBATICAL LEAVE.....	16
6.13	EXECUTIVE DIRECTOR’S LEAVE.....	16
6.14	ABSENCE FOR INCLEMENT WEATHER.....	16
7.	BENEFITS	16
7.1	MEDICAL INSURANCE	16
7.2	DENTAL INSURANCE	17
7.3	ADDITIONAL INSURANCE PLANS	17
7.4	RETIREMENT	18
7.5	WORKSHOPS	18
7.6	INFANT AT WORK PROGRAM	18
8.	EMPLOYEE DEVELOPMENT.....	20
8.1	PROFESSIONAL DEVELOPMENT	20
8.2	COMMUNITY SERVICE	21
8.3	ARTISTIC ACTIVITIES.....	22
9.	PERFORMANCE REVIEW	22
10.	PERSONNEL RECORDS	22
11.	REIMBURSEMENTS RELATED TO EMPLOYMENT	23
11.1	PROFESSIONAL SOCIETY OR CLUB DUES	23
11.2	TRAVEL EXPENSES.....	23
11.3	USE OF AUTOMOBILES	23
12.	TERMINATION	23
12.1	VOLUNTARY TERMINATION	23
12.2	INVOLUNTARY TERMINATION	24
12.3	COBRA	24
	NOTICE OF NEW PERSONNEL POLICY AND PROCEDURE MANUAL.....	25
	ACKNOWLEDGEMENT OF NEW PERSONNEL POLICY AND PROCEDURE MANUAL	26

1. INTRODUCTION

This manual is provided to employees of Springboard for the Arts (SPRINGBOARD) to help them understand the organization's policies, work rules, and benefits. Employees are expected to read and understand the manual. Employment at SPRINGBOARD is employment at will; either the employer or the employee may terminate employment at any time for any reason. Nothing contained in this manual creates or is intended to create a contract between SPRINGBOARD and any of its employees. Any or all components of this manual may be changed, altered, deleted and/or discontinued at SPRINGBOARD's sole discretion at any time with or without notice. This manual and the policies and procedures contained herein supersede and replace any past practices, any prior written or oral representations or statements regarding the terms and conditions of employment with SPRINGBOARD, and all previous employee or policy manuals or handbooks and other oral or written statements of employment policy, are hereby revoked.

This manual is intended to provide information and guidance only. It does not contain legally binding terms and conditions of employment. Exceptions to the policies and procedures contained in this manual may be made in individual cases at the discretion of the Executive Director without nullifying the policies and procedures described in this manual. Policies and procedures are subject to interpretation by the Executive Director, and may be changed at any time, with or without notice.

This manual and its contents are confidential. This manual is the property of SPRINGBOARD and must be returned to SPRINGBOARD if employment is terminated.

Every employee is expected to be familiar with the policies contained in this manual. New employees will receive a copy of this manual at or near the time of hiring. Any amendments to these policies will be distributed to all employees.

2. MISSION STATEMENT

Springboard for the Arts is an economic and community development organization for artists and by artists. Our work is about building stronger communities, neighborhoods, and economies, and we believe that artists are an important leverage point in that work. Springboard for the Arts' mission is to cultivate vibrant communities by connecting artists with the skills, information, and services they need to make a living and a life.

Our work is about creating communities and artists that have a reciprocal relationship, where artists are key contributors to community issues and are visible and valued for the impact they create. We do this work by creating simple, practical solutions and systems to support artists. Those programs support our goal to help create a local culture movement.

Our way of working is equally important as what we do. There are 9 key principles that drive our work.

Artists are assets

Artists exist in every community, and art is inseparable from the communities in which it is made. Our work helps illuminate the social and economic value of art and creativity.

By artists for artists

Everyone who works at Springboard is an artist. We recognize the expertise and experience of artists and incorporate that into creating effective, relevant programs to meet artists' needs.

The broadest definition of who is an artist

Everyone has creative capacity and there are many different ways to be an artist. We also know that there are many kinds of success for an artist, and we help artists define success for themselves – financial success, recognition, a supportive community, respect, social change, and more.

More is more

We make and share tools designed to benefit as many artists as possible. We believe interconnected communities of artists create an impact in ways that single interventions do not. By freely sharing our work and creating connections among artists and communities, we work to make substantial, system-wide change.

Equity = vibrant communities

Beyond accessibility, our programs address systemic and structural inequities and seek to build equity, agency and power in communities, neighborhoods and systems.

Reciprocal relationships

We seek mutual respect, trust, commitment, and reciprocity with all our partners. We don't go it alone. We create and customize programs with partners based on mutual goals, and we invite partners to strengthen and change our work.

Cross-sector collaborations that last

We help artists collaborate with existing resources and systems, both because there is abundant potential in those resources, and because we believe they will be strengthened by artists' contributions. We focus on building bridges and mechanisms that help relationships continue to thrive without us.

Boldness and creativity

Our work is characterized by optimism that change is possible, and belief that the boldness and creativity of artists can address the challenges facing our communities. We also know that in order to engage people, this movement has to be fun.

Real Half & Half

We value hospitality and an attitude of abundance over scarcity. Our goal is always to create an environment, real or virtual, that is welcoming to newcomers and existing partners and friends alike. Hot coffee and real Half & Half out of the carton is something we always have available – a symbol of offering the best of what we have to our guests and our staff.

3. EMPLOYEE CONDUCT

3.1 Confidentiality

As a result of your employment at SPRINGBOARD, you will have access to confidential information belonging to SPRINGBOARD of a special and unique nature and value, relating to such matters including but not limited to SPRINGBOARD's personnel and compensation information; accounts; trade secrets; procedures; manuals; accounting and bookkeeping practices; office policies and practices; financial information, data, records, and reports concerning clients and concerning SPRINGBOARD; expense information; confidential reports; and contracts (collectively referred to herein as "Confidential Information").

As a condition of employment, you must agree that all Confidential Information is the exclusive property of SPRINGBOARD, and that you will not at any time divulge or disclose to anyone, except in the responsible exercise of your job, any such information, whether or not it has been designated specifically as "confidential."

In addition, as a result of your employment at SPRINGBOARD you may have access to Confidential Information belonging to individual artists, clients, partners or organizations.

No employee is authorized to release Confidential Information to any newspaper or other media, or to any individual or organization, without prior approval from the Executive Director.

Employees will be subject to appropriate disciplinary action, up to and including termination, for knowingly or unknowingly revealing Confidential Information.

3.2 Misappropriation of Proprietary SPRINGBOARD Information

Employees may only use information and material(s) developed, copyrighted, trademarked, patented, or owned by SPRINGBOARD in furtherance of SPRINGBOARD's business. All patents, trademarks, and copyrights resulting from SPRINGBOARD work by employees will be in the name of SPRINGBOARD and shall remain the property of SPRINGBOARD. Use of written materials resulting from SPRINGBOARD work, by others than staff, or by SPRINGBOARD staff for non-SPRINGBOARD purposes, requires prior permission of the Executive Director. Employees who violate this policy will be subject to disciplinary action, up to and including termination.

3.3 Drugs and Alcohol

The use, possession, distribution, or sale of alcohol, narcotics, illegal drugs, or controlled substances (or improper use of prescription drugs) while on the job or on SPRINGBOARD property is strictly prohibited and is grounds for termination. Any illegal substances will be turned over to the appropriate law enforcement agency and may result in criminal prosecution.

Employees will not be permitted to work while under the influence of drugs or alcohol. Individuals who appear to be under the influence of drugs or alcohol will be relieved from duty. Coming to work but being unfit for work because of use of alcohol, narcotics, illegal drugs, or controlled substances (or improper use of prescription drugs) is strictly prohibited and is grounds for termination.

Despite this policy, nothing prevents the appropriate and moderated use of alcohol at social events relating to the business of SPRINGBOARD.

3.4 Smoking

Smoking is strictly prohibited in SPRINGBOARD's offices, by either staff or guests.

3.5 Staff Meetings

Staff meetings are held regularly and staff are expected to arrive on time for them. Meetings are used for planning, making announcements and suggestions, and communicating other matters of relevance. The meetings are informal and everyone is expected to participate.

3.6 Other Employment

Other employment is permitted, provided there is no conflict of interest or negative effect upon the employee's productivity for SPRINGBOARD. SPRINGBOARD reserves the right to handle any performance problems as necessary and/or to prohibit employees from engaging in conflicts of interest.

SPRINGBOARD employees who engage in any paid activity in any field directly related to SPRINGBOARD work must have prior approval from the Executive Director. This includes but is not limited to consultations, speeches, conference participation, and writing for publication, on topics related to arts management or the professional development of artists, done by SPRINGBOARD staff on their own time. If such work is done during the employee's SPRINGBOARD working time, any fee paid will be paid to SPRINGBOARD, and fees will be charged in accordance with SPRINGBOARD's fee schedule. Exceptions may be granted by the Executive Director.

No employee may represent herself or himself as a spokesperson for SPRINGBOARD without prior approval of the Executive Director.

3.7 Use of SPRINGBOARD Facilities for Personal Business

An employee may use the SPRINGBOARD copy machine for making personal copies, provided he/she pays SPRINGBOARD its direct costs for such copies.

While at work, SPRINGBOARD employees should keep personal telephone calls to a minimum.

4. Equal Employment Opportunity Policies

4.1 Equal Employment Opportunity

SPRINGBOARD is dedicated to the principles of equal employment opportunity (“EEO”) in any term, condition, or privilege of employment. SPRINGBOARD does not discriminate against applicants or employees on the basis of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, membership or activity in a local commission, disability, sexual orientation, age, or any other status protected by applicable federal, state, or local law.

4.2 Retaliation

SPRINGBOARD prohibits retaliation against an employee for reporting a matter under SPRINGBOARD’s EEO policy or for assisting in an EEO investigation. If an employee perceives retaliation for making a complaint or for participating in an investigation, the employee must report the matter to his/her supervisor. If, in good faith, the employee does not believe that he/she can make the report to his/her supervisor, then the employee must report the matter to the Executive Director or any member of the Executive Committee of SPRINGBOARD’s Board. The purpose of the report is to enable SPRINGBOARD to know about the alleged retaliation and to enable SPRINGBOARD to investigate and to take timely corrective action if appropriate.

4.3 Complaints Involving EEO, Discrimination, Harassment, and/or Retaliation

SPRINGBOARD is committed to maintaining a positive working environment which is free of unlawful discrimination, harassment, and/or retaliation, and that is sensitive to the diversity of its employees. In doing so, SPRINGBOARD prohibits discrimination and harassment because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, membership or activity in a local commission, disability, sexual orientation, age, or any other status protected by applicable federal, state, or local law. Unlawful harassment may include but not be limited to verbal, physical, or other conduct or communication that has the purpose or effect of substantially interfering with an individual’s employment or creating an intimidating, hostile, or offensive work environment. As set forth above, SPRINGBOARD also prohibits retaliation.

This policy applies to all employees including managers, supervisors, and co-workers. It may also apply to conduct from outsiders, such as customers, vendors, and the like.

If an employee perceives unlawful harassment, discrimination, and/or retaliation, including if the employee believes that he/she is the recipient of such, the employee must report the matter to his/her supervisor. If, in good faith, the employee does not believe that he/she can make the report to his/her supervisor, then the employee must report the matter to the Executive Director or any member of the Executive Committee of SPRINGBOARD’s Board. The purpose of

the report is to enable SPRINGBOARD to know about the alleged unlawful harassment, discrimination, and/or retaliation and to enable SPRINGBOARD to investigate and to take timely corrective action if appropriate.

4.4 Sexual Harassment

It is the policy of SPRINGBOARD that employees have the right to work in an environment free from sexual harassment and inappropriate sexual conduct. Sexual harassment includes but may not be limited to: unwelcome sexual advances, requests for sexual favors, sexually motivated physical contact, or other verbal or physical conduct or communication of a sexual nature when:

- (1) Submission to that conduct or communication is made a term or condition, either explicitly or implicitly, of obtaining employment;
- (2) Submission to or rejection of that conduct or communication is used as a factor in decisions affecting that individual's employment; or
- (3) That conduct or communication has the purpose or effect of substantially interfering with the individual's employment or creating an intimidating, hostile, or offensive employment environment.

Prohibited conduct or communication may arise in various forms; it may be sexually explicit or implicit or based on sex. Prohibited conduct or communication may arise in forms including but not limited to:

- Written or printed form, such as cartoons, posters, calendars, notes, letters, e-mails, drawings, photographs, or other media;
- Oral or verbal form, such as oral words, comments, jokes, foul or obscene language, gossiping, inappropriate questioning, or repeated unwanted requests based on sex; and/or
- Physical form, gestures, or other nonverbal conduct, communication, or behavior.

All employees are expected to conduct themselves in a professional and businesslike manner at all times. Inappropriate sexual conduct or communication is expressly prohibited by this policy, and may be grounds for discipline, up to and including termination.

If an employee perceives unlawful harassment, discrimination, and/or retaliation, including if the employee believes that he/she is the recipient of such, the employee must report the matter to his/her supervisor. If, in good faith, the employee does not believe that he/she can make the report to his/her supervisor, then the employee must report the matter to the Executive Director or any member of the Executive Committee of SPRINGBOARD's Board. The purpose of the report is to enable SPRINGBOARD to know about the alleged unlawful harassment,

discrimination, and/or retaliation and to enable SPRINGBOARD to investigate and to take timely corrective action if appropriate.

This policy applies to all employees including managers, supervisors, and co-workers. It may also apply to conduct from outsiders, such as customers, vendors, and the like.

4.5 Whistleblower Policy

a. Purpose

SPRINGBOARD requires board members, committee members and employees to observe high standards of business and personal ethics in the conduct of their duties and responsibilities, and all directors, committee members and employees to comply with all applicable laws and regulatory requirements.

b. Reporting Responsibility

SPRINGBOARD seeks to have an “Open Door Policy” and encourages board members and employees to share their questions, concerns, suggestions or complaints regarding SPRINGBOARD and its operations with someone who can address them properly. In most cases, a board member or committee member should present his or her concerns to the Chair of the Board. The Executive Director is generally in the best position to address an employee’s area of concern. However, if a board member is not comfortable speaking with the Board Chair or is not comfortable with the Board Chair’s response, or if an employee is not comfortable speaking with the Executive Director or if the employee is not satisfied with the Executive Director’s response, the board member, committee member or employee is encouraged to speak with anyone on the Board whom the employee is comfortable in approaching, or to directly contact the organization’s outside legal counsel, whose contact information can be obtained from the Executive Director.

c. No Retaliation

No board member, committee member, or employee who in good faith reports a violation of a law or regulation requirement shall suffer harassment, retaliation or adverse employment consequence. An employee who retaliates against someone who has reported a violation in good faith is subject to discipline up to and including termination of employment. This Whistleblower Policy is intended to encourage and enable persons to raise serious concerns within SPRINGBOARD prior to seeking resolution outside SPRINGBOARD.

d. Compliance Officer

SPRINGBOARD’s Executive Director, working with the Chair of the Board, will act as SPRINGBOARD’s Compliance Officer. The Compliance Officer is responsible for investigating and resolving all employee complaints and allegations concerning violations of the Principles and/or Code. The Board Chair or his or her designee will take on the Compliance Officer role if the complaint involves the Executive Director. If the complaint involves both the Executive Director and Board Chair, outside legal counsel will carry out the functions of the Compliance Officer.

e. Accounting and Auditing Matters

The Finance Committee of the Board of Directors shall address all reported concerns or complaints regarding corporate accounting practices, internal controls or auditing. The Compliance Officer shall immediately notify the Finance Committee of any such complaint and work with the Committee until the matter is resolved.

f. Requirement of Good Faith

Anyone filing a complaint concerning a violation or suspected violation of the law or regulation requirements must be acting in good faith and have reasonable grounds for believing the information disclosed indicates a violation. Any allegations that prove not to be substantiated and which prove to have been made maliciously or knowingly to be false will be viewed as a serious disciplinary offense.

g. Confidentiality

Violations or suspected violations may be submitted on a confidential basis by the complainant or may be submitted anonymously. Reports of violations or suspected violations will be kept confidential to the extent possible, consistent with the need to conduct an adequate investigation.

h. Handling of Reported Violations

The Compliance Officer, or the person responsible for carrying out the Compliance Officer's role with respect to a reported or suspected violation, will acknowledge receipt of the reported violation or suspected violation by writing a letter (or e-mail) to the complainant within five business days. All reports will be promptly investigated and appropriate corrective action will be taken if warranted by the investigation.

4.6 Accommodation Requests Relating to Disability

As required by law, SPRINGBOARD will provide a reasonable accommodation for a known disability of an otherwise qualified applicant or employee. If, because of a disability, an applicant needs a reasonable accommodation to seek employment or an employee needs a reasonable accommodation to perform the essential functions of his/her job, then such person should discuss this with his/her immediate supervisor and/or the Executive Director (as applicable or appropriate) and/or any member of the Executive Committee of SPRINGBOARD's Board. SPRINGBOARD will engage in a discussion with such person and will determine a reasonable accommodation, if appropriate.

5. COMPENSATION

5.1 Employee Status

Regular Full-Time Employees

Regular full-time employees work at least 37.5 hours per week.

Regular Part-Time Employees

Regular part-time employees work less than 37.5 hours but at least 21 hours per week.

Short-Term Employees

Short-term employees are hired for a specific and limited period, usually less than six months. Short-term employees are not eligible for the medical and dental benefits outlined in Section 7 of this manual.

5.2 Job Descriptions

All SPRINGBOARD positions have written job descriptions that are used, in part, for performance evaluation purposes. Job descriptions may be periodically reviewed for possible updating.

5.3 Working Hours

The normal workweek at SPRINGBOARD runs from Monday through Sunday. Office hours are from 9:30 a.m. – 5:00 p.m., Monday through Friday.

SPRINGBOARD has adopted a results oriented work environment (ROWE). All employees will be provided specific performance goals and responsibilities that are consistent with their job description, and employees will be measured based on the results they achieve. SPRINGBOARD will focus on the results of employee work in evaluating performance, not on when or where the work is performed or completed.

Due to the nature of our work and given that SPRINGBOARD will need to staff the office to support our clients and to foster rapid communication between employees and programs, it is generally necessary for employees to perform work in the office during office hours. For non-office work, SPRINGBOARD will make efforts to make sure that employees are scheduled in a manner that is in keeping with the spirit of ROWE and in a manner that offers employees the flexibility to perform their non-office work at a time and place of their preference.

SPRINGBOARD employees are expected to work together to coordinate scheduling office hours in a way that allows employees to work when and how they wish to the maximum extent possible. In circumstances where employees are unable to agree on schedules for office hours, SPRINGBOARD's executive director will make decisions for scheduling necessary to operate.

5.4 Payday

Wages will be paid regularly throughout the year every two weeks for a total of 26 pay periods. Pay date is the Friday following the last Sunday of the two-week pay period. Wages will be direct deposited after 11:00 p.m. on the Thursday before each pay date.

5.5 Overtime

SPRINGBOARD employees may have responsibilities and/or workloads that extend beyond the regular SPRINGBOARD workday. The Executive Director will monitor employees' workloads to assure that the amount of work required is realistic. The Executive Director may adjust employees' work schedules and workloads if continuous work beyond the normal workweek seems to be required.

Non-exempt employees will be paid overtime for all hours worked over 40 in any given workweek at a rate of time and one-half of the employee's regular rate of pay. All non-exempt employees must have their supervisor's written approval before working overtime. Non-exempt employees should monitor their time worked and should notify their supervisor as soon as they believe that overtime may be necessary to complete their work in any given workweek. Of course, all employees will be paid for all time worked, including any overtime worked for which the employee did not receive prior approval from his or her supervisor. Employees are required to report any unapproved overtime to their supervisor as soon as possible.

6. TIME OFF

6.1 Eligibility for Time Off

Full-time and part-time employees are eligible for the following time-off benefits as described in each section.

6.2 Holidays

All full and part-time employees receive the following holidays:

New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day.

If any of these holidays fall on a Saturday, the day off will be taken on the preceding Friday. If any of these holidays fall on a Sunday, the day off will be taken on the following Monday.

SPRINGBOARD supports employees in taking time off for observance of cultural or religious events or holidays. Employees may take vacation time approved under section 6.3 of this manual, or request an unpaid leave of absence under paragraph 6.8 of this manual, for such observance.

6.3 Vacation

SPRINGBOARD utilizes a flexible vacation policy. A flexible vacation policy means that SPRINGBOARD does not track the amount of vacation used by employees and employees are free to take as much or as little vacation as they see fit, so long as they complete their job responsibilities and identified performance goals in a satisfactory manner.

SPRINGBOARD does not put limitations on vacation time taken as long as the employee completes his or her job responsibilities and performance goals in a satisfactory fashion. Employees must give their supervisor timely notice of their vacation plans. In cases where an employee will be on vacation for 5 or more consecutive business days, employees must coordinate with co-workers at least one week in advance to ensure that job responsibilities are handled in his or her absence.

Vacation time cannot be accrued for compensation, and at termination of employment there is no cash reimbursement for unused vacation time. Otherwise stated, vacation time must be used while employed by SPRINGBOARD or it will be lost.

6.4 Jury Duty Leave

SPRINGBOARD employees are encouraged to take part in jury duty when called on to do so. When summoned for jury duty, the employee is granted time off to perform his/her duty as a juror. If no jury duty pay is offered, the employee will receive full SPRINGBOARD pay for the period when he/she is performing jury service up to 40 working days. If jury duty pay is offered, SPRINGBOARD will deduct that amount from the employee's pay. Proof of jury duty service is required.

6.5 Voting Leave

Employees are encouraged to vote in all municipal, state, and federal elections. An employee will be allowed a reasonable period of time to vote, without loss of pay, in case he/she is unable to vote before or after working hours.

6.6 Military Leave

If an employee is a member of the U.S. Armed Forces Reserve or National Guard, he/she is granted an unpaid leave of absence when called for active or inactive duty training, as required and provided by law. Documentation of proof of service is required.

If an employee is inducted into a branch of the U.S. Armed Forces for an extended period, upon returning to SPRINGBOARD after separation of military service, the employee may be reinstated in accordance with the provisions of the law.

Employees on this unpaid leave of absence will not accrue sick leave or vacation, or earn paid holidays. An employee may use vacation time during this unpaid leave of absence if he/she makes the request in writing in advance.

6.7 Extended Medical Leave

From time to time an employee may require extended unpaid time off because of an illness, injury, or disability. Such extended medical leaves must be requested from and approved by the Executive Director. SPRINGBOARD will grant an employee an extended medical leave of up to four weeks paid. Medical leave can be extended beyond those four weeks, unpaid, at the discretion of the Executive Director.

6.8 Unpaid Leave of Absence

Unpaid leaves of absence may be granted for personal reasons when paid leave time is not available. Leaves of absence are subject to approval by the Executive Director. A leave of absence may be granted for periods of not less than two weeks and not more than six months. An employee must have worked for SPRINGBOARD for a minimum of one year full-time to be eligible for a leave of absence. A request for such a leave must be in writing, stating the reason for leave and intention to return to work at a specified date.

Employees on this unpaid leave of absence will not accrue sick leave or vacation, or earn paid holidays. An employee may use vacation time during this unpaid leave of absence. Health and dental insurance coverage may be continued during a leave of absence at the employee's own expense.

SPRINGBOARD will make a reasonable effort to restore an employee to his/her same position upon return from a leave of absence, but business demands do not always make this possible.

6.9 Parenting Leave

SPRINGBOARD will grant an employee a parenting leave of absence of up to twelve weeks in conjunction with the birth or adoption of a child. Up to four weeks are paid leave; up to eight weeks are unpaid leave.

6.10 School Conferences and Activities Leave

Full-time employees are eligible for up to sixteen (16) hours of unpaid leave during any 12-month period to attend their children's school conferences and classroom activities that cannot be scheduled during non-working hours. The employee must provide reasonable notice of the need for school conference and activities leave to his or her supervisor.

6.11 Bereavement Leave

Upon approval of the Executive Director, SPRINGBOARD will provide time off with pay (up to three days or as approved) following the death of a member of any employee's immediate family: mother, father, spouse, child, brother, sister, grandparent, parent-in-law, or domestic partner. This leave is not considered vacation time.

6.12 Sabbatical Leave

Full-time and part-time employees with 7 or more years of continuous employment at SPRINGBOARD are eligible to request a one-month paid sabbatical leave plus up to 3 months of unpaid sabbatical leave. During sabbatical leave (paid or unpaid), the employee's health, dental and retirement benefits continue without adjustment or interruption. To request a sabbatical, the employee must propose a written plan and receive approval from both his or her supervisor and the executive director. The plan must include the employee's intention to return to work at a specified date.

6.13 Executive Director's Leave

Except for regular sick, holiday, and vacation leave, all leaves for the Executive Director will be approved by the SPRINGBOARD Board of Directors' Executive Committee.

6.14 Absence for Inclement Weather

In the event of inclement weather such as extreme cold, the Executive Director will determine if SPRINGBOARD will close or remain open. The Executive Director will make every effort to notify all employees immediately. Employees will be paid as usual for days SPRINGBOARD is closed due to inclement weather. If the Executive Director determines SPRINGBOARD will remain open, those employees who cannot get to work due to inclement weather must make reasonable effort to work at home or alternative location.

7. BENEFITS

7.1 Medical Insurance

Helping employees have access to healthcare and meet their insurance costs is one of Springboard's main priorities. Unless there are restrictions outside of SPRINGBOARD's control, all regular employees who work 21 or more hours per week are eligible to enroll in SPRINGBOARD's group health insurance plan. Employees must sign up for SPRINGBOARD's group health insurance plan via SPRINGBOARD's broker. Written details of this policy will be provided to each new employee.

Springboard's contribution towards an employee's premium is equal to 100% of the cost of the employees silver plan coverage, and 50% of the cost of silver coverage for any dependents the

employee elects to add. Should the employee chose to enroll in a plan lower than silver, the remainder of Springboard's contribution can be put into a Health Savings Account owned by the employee.

Whenever there is a change in the plan that affects employees' coverage or costs, information about the change will be given to all employees. SPRINGBOARD reserves the right to modify the dental plan offering at any time. If, in the opinion of SPRINGBOARD's Board of Directors, it becomes too costly to offer dental insurance to employees, SPRINGBOARD may cease to offer it. Any such cancellation of coverage will apply to all employees. If cancellation or modification of coverage occurs, the Executive Director will provide employees with as much notice as possible.

In the event that any of the information contained in this section 7.1 conflicts with SPRINGBOARD's insurance contract(s), the contract(s) govern.

7.2 Dental Insurance

SPRINGBOARD offers a dental insurance plan. For all regular employees who work 21 or more hours per week, SPRINGBOARD will cover 100% of premiums for single coverage. Family coverage is available, but the employee must pay additional premiums for such coverage.

All regular employees who work 21 or more hours per week are eligible to participate in the dental plan upon employment. Written details will be provided to each new employee.

Whenever there is a change in the plan that affects employees' coverage or costs, information about the change will be given to all employees. SPRINGBOARD reserves the right to modify the dental plan offering at any time. If, in the opinion of SPRINGBOARD's Board of Directors, it becomes too costly to offer dental insurance to employees, SPRINGBOARD may cease to offer it. Any such cancellation of coverage will apply to all employees. If cancellation or modification of coverage occurs, the Executive Director will provide employees with as much notice as possible.

In the event that any of the information contained in this section 7.2 conflicts with SPRINGBOARD's insurance contract(s), the contract(s) govern.

7.3 Additional Insurance Plans

VISION

SPRINGBOARD offers a vision insurance plan for all regular employees who work 21 or more hours per week. While coverage for the employee and dependents are available, the employee is responsible for 100% of all premium payments. They will be deducted, pre-tax, from the employee's payroll. Employees must sign up for SPRINGBOARD's group health insurance plan via SPRINGBOARD's broker. Written details of this policy will be provided to each new employee.

LIFE

SPRINGBOARD offers a life insurance plan for all regular employees who work 21 or more hours per week. While coverage for the employee and dependents are available, the employee is responsible for 100% of all premium payments. They will be deducted, pre-tax, from the employee's payroll. Employees must sign up for SPRINGBOARD's group health insurance plan via SPRINGBOARD's broker. Written details of this policy will be provided to each new employee.

LONG-TERM DISABILITY

SPRINGBOARD offers a life insurance plan for all regular employees who work 21 or more hours per week. While coverage for the employee and dependents are available, the employee is responsible for 100% of all premium payments. They will be deducted, pre-tax, from the employee's payroll. Employees must sign up for SPRINGBOARD's group health insurance plan via SPRINGBOARD's broker. Written details of this policy will be provided to each new employee.

7.4 Retirement

SPRINGBOARD offers a retirement plan, a benefit that may be altered at the Board's discretion. For all regular employees who work 21 or more hours per week, SPRINGBOARD will contribute 1-3% of that employee's salary toward his or her simple IRA. To receive these funds, employees must sign up for a retirement account via SPRINGBOARD's broker. Written details will be provided to each new employee.

7.5 Workshops

All employees of SPRINGBOARD may enroll in any SPRINGBOARD sponsored workshop without charge, subject to availability of space. This may not apply to workshops co-sponsored by SPRINGBOARD and other agencies.

7.6 Infant at Work Program

It is the policy of Springboard for the Arts to provide a positive work environment that recognizes parents' responsibilities to their jobs and to their infants by acknowledging that, when an infant is able to stay with a parent, this benefits the family, the employer, and society. Springboard for the Arts' Infant-at-Work Program encourages new mothers or fathers to return to work sooner by allowing the new parents to bring their infant to work with them until the child is 240 days old or begins to crawl, whichever comes first.

The Parent will select 2 to 4 other Springboard for the Arts employees to provide back-up care for the infant (Alternate Care Providers). The parent must ensure that at least one Alternate Care Provider will be in the office at any given time while the Infant is at work with the Parent. These Alternate Care Providers may not simultaneously participate in the program as a parent bringing his or her baby to work and as an Alternate Care Provider for another parent's child, except in rare situations subject to specific approval by other Springboard for The Arts' management. Designated Alternate Care Providers should not be direct supervisors of or directly managed by a participating parent. (See below for more)

Springboard for the Arts will identify one or more locations (quiet rooms) on the premises that employees may use, if they so choose, while breastfeeding or otherwise feeding their infants, as well as a location or locations for changing and disposing of diapers. The location designated for breastfeeding or expressing of milk will be a place, other than a bathroom, that is shielded from view and free from intrusion from coworkers and the public.

Before any infant is brought into the workplace, a meeting must take place between the parent and the Business Manager. Both parties must review, discuss, and approve the proposed Individual Plan.

Requirements for Parents

- A parent participating in this program may not leave the building (not even for a short time) without taking the infant with them.
- The parent will accept complete responsibility for the safety of the infant. If the parent's duties require that they leave their primary work site, the parent will take the infant with them.
- The parent must provide all supplies and equipment needed to care for the infant at the work site and ensure that the area is kept in a clean and sanitary condition. Diapers must be changed only in a designated restroom or in quiet room locations and not in work areas. When an infant accompanies a parent to work, used cloth diapers must be stored in a closed container and taken home daily. Used disposable diapers must be wrapped appropriately and discarded in an appropriate container provided by the parent and placed in an area not used by staff for office or meeting space. All supplies utilized by the parent must be maintained in a manner that is not disruptive to the work of other employees.
- Parents must have day care or other arrangements in place by the time their baby is 240 days old / begins to crawl.
- There may be work circumstances that require a parent's full attention such that it may be necessary for parents to make other arrangements for child care during the utilization of this policy. Parents are expected to work closely with their supervisor and coworkers to ensure that all parties involved are aware of what duties can and cannot be reassigned and parents are expected to make alternate child care arrangements when required to do so.
- If a baby is fussy for a prolonged period of time, causing a distraction in the workplace, becomes sick, or is preventing the parent from accomplishing required work, the parent shall remove the infant from the workplace.

Alternate Care Providers

The parent shall choose 2 to 4 Alternate Care Providers who will care for the infant if the parent needs to attend a meeting, work with a customer, go to the restroom, or another situation in which the parent is unable to effectively care for the infant for a short time. Each care provider will have previously signed an Alternate Care Provider Agreement form.

If a parent is going to be unable to care for their child at work for a period of less than 1.5 hours within a four-hour period, the parent shall notify an Alternate Care Provider and place the infant in the provider's care. If the parent is going to be unable to care for their child at work for a period exceeding 1.5 hours within a four-hour period, the parent shall make arrangements for the infant's care outside the Springboard for the Arts' premises.

Other personnel may ask the parent for permission to care for the infant for brief periods of time. This is acceptable at the discretion of the parent. Only the Alternate Care Providers are permitted to watch the infant if the parent is unable to care for the infant for a prolonged period of time (not to exceed 1.5 hours within any four-hour period).

Complaints

All complaints related to this policy must be made directly to the Business Manager, by such means as may be provided. All complaints will be kept anonymous to the extent that is possible. The employee, the immediate supervisor, the Executive Director and the Business Manager shall have final discretion to decide what should be done to resolve the complaint. (See Termination of Eligibility below.)

Other affected employees may also request a "baby-free" work environment. Such requests should be made through the employee's immediate supervisor or the Business Manager. Springboard for the Arts will attempt to accommodate such requests based on business and staffing situations at the time of the request, by temporarily relocating the parent or the other employee after discussion with all parties to determine the most effective resolution.

Termination of Eligibility

Participating parents have the right to terminate their individual agreement at any time. Springboard for the Arts has the right to terminate an individual agreement at any time if a parent's performance declines or if organizational needs are not being met (i.e., complaints and/or disruptions to coworkers cannot be resolved). The employee must maintain acceptable work performance and ensure that the presence of the infant does not create any office disturbances. If eligibility is terminated, Springboard for the Arts will accommodate reasonable time needed for the parent to establish an external care arrangement.

Executive Director Discretion

The Executive Director reserves the right to make any case-by-case changes or exceptions to the Infant at Work Program that are necessary to ensure the effectiveness of the program for all employees.

8. EMPLOYEE DEVELOPMENT

8.1 Professional Development

Each employee of SPRINGBOARD will be encouraged and assisted to further his or her personal and career development through academic study and other means. All leave for professional development, and payment for same, will be granted at the discretion of the Executive Director. Criteria considered when determining approval of professional development activities are:

- Subject matter is complementary to SPRINGBOARD purposes;
- Of special or needed benefit to the individual's career;
- Will not interfere with satisfactory discharge of the employee's responsibilities, even though training may occur during normal working hours;
- Within the SPRINGBOARD budget, if SPRINGBOARD is asked to pay all or part of the expenses.

SPRINGBOARD will encourage professional development by:

1. Allowing full-time employees up to 37.5 hours per year, with pay, to attend conferences, classes, seminars, professional meetings, and other educational opportunities, with the prior approval of the Executive Director. Part-time employees will be allowed pro-rated time. More time may be permitted if deemed by the Executive Director to be in the interests of SPRINGBOARD. Unused professional development time will not be carried over into a new fiscal year, and will not be paid out at year end or upon termination of employment;
2. When possible, paying all or part of the expenses, including tuition and reasonable travel expenses, related to such educational opportunities, with the prior approval of the Executive Director.

In addition to professional development leave time, SPRINGBOARD employees are expected to keep abreast of developments in their fields by reading trade press, talking to colleagues, and attending relevant events.

Each employee is responsible for recording time spent in professional development, to ensure that the allotted times are not exceeded.

8.2 Community Service

All SPRINGBOARD employees are encouraged, but not required, to devote time to arts- and management-related volunteer community service activities. These include membership on boards, task forces, advisory committees, and other community bodies working in areas of

interest to SPRINGBOARD. Such work improves the employee's network of contacts and raises the visibility of SPRINGBOARD.

Community service is distinguished from professional development in that community service does not generally enhance the employee's professional skills, but rather is a contribution of the employee's existing skills for the benefit of the community.

SPRINGBOARD will encourage community service by allowing full-time employees up to 37.5 hours per year, with pay, to engage in community service activities, with the prior approval of the Executive Director. Part-time employees will be allowed pro-rated time. More time may be permitted if deemed by the Executive Director to be in the interests of SPRINGBOARD. Naturally, employees may devote as much of their personal time to such activities as they wish. Unused community service time will not be carried over into a new fiscal year, and will not be paid out at year-end or upon termination of employment.

If an employee is unsure whether a given activity is "community service" or part of his/her SPRINGBOARD job responsibilities, the employee should consult with the Executive Director, who will make a final determination on the issue.

Each employee is responsible for recording time spent in community service, to ensure that the allotted time is not exceeded.

8.3 Artistic Activities

SPRINGBOARD employees may not pursue their personal artistic activities on SPRINGBOARD time. However, SPRINGBOARD employees are encouraged to pursue their artistic careers, and flexible work schedules or leaves of absence in order to pursue specific artistic goals may be granted at the discretion of the Executive Director.

9. PERFORMANCE REVIEW

Performance review is ongoing and each supervisor will generally conduct at least one written performance review annually of each supervised staff member (although if a review has not occurred in more than a year for an employee, that employee should talk to that employee's supervisor and/or the Executive Director). The objective of these reviews is to assist employees in their career development and to improve overall effectiveness of SPRINGBOARD operations. It will also be used as the basis for any adjustments in salary.

It will be the responsibility of the President of the Board of Directors to assign to a task force of the Board the responsibility for annually reviewing the performance of the Executive Director. This performance review will be used as the basis for any adjustment in salary. The Board may grant discretionary salary increases based on this review, commensurate with increased responsibility and performance.

10. PERSONNEL RECORDS

SPRINGBOARD maintains personnel records regarding each employee. An employee may, upon written request, review his or her “personnel records,” as defined by Minnesota law. After reviewing the records, an employee may make a written request for a copy of the records. An employee has a right to dispute information contained in his or her personnel records. Disputes regarding the contents of an employee’s personnel records will be resolved by an investigation performed by the Executive Director. SPRINGBOARD will not retaliate against any employee for asserting the rights contained in this policy. Under Minnesota law, remedies for violations of the rights stated in this policy may include the following: the right to compel compliance, the right to recover actual damages plus costs, and, in cases of retaliation for asserting one’s rights, the right to recover back pay, reinstatement, or other make-whole and equitable relief, and attorneys’ fees.

To ensure that your personnel records are up-to-date at all times, notify the Executive Director of any changes in your name, telephone number, home address, marital status, number of dependents, beneficiary designations, scholastic achievements, emergency contacts, and so forth.

11. REIMBURSEMENTS RELATED TO EMPLOYMENT

11.1 Professional Society or Club Dues

Club or professional membership dues may be paid by SPRINGBOARD if they are essential or contribute to the employee’s professional development, are within SPRINGBOARD budget guidelines, and are approved in advance by the Executive Director.

11.2 Travel Expenses

Employees may request, on forms provided, reimbursement for costs while traveling on behalf of SPRINGBOARD. Documentation must be provided for all expenses, except automobile mileage and parking meters. Travel on behalf of SPRINGBOARD does not include travel at the beginning and end of the workday between the employee’s home and the normal SPRINGBOARD work site.

11.3 Use of Automobiles

When it is necessary for employees to use privately owned automobiles for SPRINGBOARD business, they will be reimbursed at the mileage rate allowed by the IRS for business travel expense at the time the travel took place. On extended trips, automobile mileage reimbursement may not total more than round trip economy airfare.

SPRINGBOARD will maintain a non-ownership liability insurance policy to protect its interest when privately owned autos are used for SPRINGBOARD business. Employees who use privately

owned vehicles for SPRINGBOARD business are responsible for complying with state laws and for personal insurance protection related to operation of the vehicle. Any accident occurring on SPRINGBOARD business must be reported promptly to the Executive Director. Use of private, non-scheduled aircraft for SPRINGBOARD business is not authorized, and employees doing so act at their own risk.

12. TERMINATION

12.1 Voluntary Termination

An employee may choose to terminate his/her employment with SPRINGBOARD. Employees electing to voluntarily terminate employment are expected to provide SPRINGBOARD with a minimum of two weeks' notice.

If an employee fails to show up for work for two or more consecutive shifts without notifying his or her supervisor, generally he or she shall be considered to have abandoned the job and resigned voluntarily.

12.2 Involuntary Termination

In accordance with the "at-will" status of all SPRINGBOARD employees, SPRINGBOARD retains the right to discharge any employee at any time, with or without notice.

12.3 COBRA

If an employee resigns, is terminated, or is otherwise covered, SPRINGBOARD will provide him/her information on continuing health and dental insurance coverage, at his/her own expense, under COBRA (the Consolidated Omnibus Budget Reconciliation Act).

NOTICE OF NEW PERSONNEL POLICY AND PROCEDURE MANUAL MEMORANDUM

TO: All SPRINGBOARD Employees

FROM: The Executive Director

DATE: [DATE]

RE: New Personnel Policy and Procedure Manual

Attached is SPRINGBOARD's new Personnel Policy and Procedure Manual. This manual is effective as of today. It replaces any former policy and/or procedure manual(s). Like the former manual, nothing contained in this manual creates or is intended to create a contract between SPRINGBOARD and any of its employees, and all SPRINGBOARD employment continues to be at-will.

Please return any former policy and/or procedure manual(s) to me, and replace it with the attached new manual.

Once you have read and understood the new manual, please sign the attached Acknowledgment and return it to me as well. Feel free to contact me with any questions regarding this change.

Thank you.

ACKNOWLEDGMENT OF RECEIPT OF NEW PERSONNEL POLICY AND PROCEDURE MANUAL

I acknowledge that I have received the new Personnel Policy and Procedure Manual provided to me on [DATE].

I acknowledge that I have read and understand this manual, and I agree to comply with it. I also acknowledge that nothing contained in this manual creates or is intended to create a contract between SPRINGBOARD and any of its employees, and all SPRINGBOARD employment continues to be at-will

I understand that this manual replaces any previous personnel policies and/or procedure manuals, which are now obsolete. I have returned my copy(ies) of the previous personnel policies and/or procedure manuals to the Executive Director.

Employee Signature

Employee Name (Print)

Date