



**AKRON AREA
ARTS ALLIANCE**

Employee Handbook

1. GENERAL POLICIES

A. About This Handbook

This handbook is intended to help you feel more comfortable in your job by giving you some essential information about the most important policies, practices, and expectations of the Akron Area Arts Alliance (hereinafter the “Alliance” or “AAAA”).

This handbook is organized by topic to help you find information easily. You should read the handbook now, so that you are familiar with its content. You should talk with your supervisor if you have any questions about the information in the handbook.

The Alliance reserves the right to amend, modify or terminate, in whole or in part, any of the policies and practices referenced in this handbook, with or without prior notice. The policies and practices described in this handbook replace all prior policies, practices, handbooks or policy guidance that may have been provided.

This handbook is not a contract (or an offer to enter into a contract), express or implied, that guarantees you with employment for any specific time period. Although we hope that your employment with AAAA will last for a long time, either you or AAAA may terminate the employment relationship at any time, for no reason or any lawful reason, with or without notice. This means that you are an at-will employee and AAAA is an at-will employer. Be advised that no AAAA employee has the authority to enter into any agreement with you that would change your at-will status, including offering you employment for any specific time period.

B. Mission Statement

AAAA’s mission is to promote the value of a strong, diverse and vibrant arts and culture community for Greater Akron.

C. Vision Statement

The Alliance is committed to being the leading advocacy organization for arts and culture in Greater Akron, representing the collaborative voice of the non-profit community. The Alliance is committed to building public awareness of the value of arts and culture to our area’s economy and quality of life and to build a dynamic, thriving community where people want to live, work, play and stay.

The Alliance is committed to making Summit Artspace a highly visible destination and welcoming place where artists and the public interact and experience creative activities. The Alliance is committed to being financially sustainable with the staff and infrastructure to adequately achieve its mission.

D. Volunteer and Employee Relationships

Employees are reminded that they along with AAAA volunteers are considered to be partners in implementing the Alliance’s mission and programs. Employees and volunteers have equal but complementary roles to play. It is essential to the proper operation of AAAA that employees understand and respect the needs and abilities of the volunteers, who donate their time and energy to our operations.

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II. EMPLOYMENT POLICIES

A. At-Will Employment

Employment with the Alliance is on an at-will basis. This means that the employment relationship may be ended at any time, by either the employee or the Alliance, for no reason or any lawful reason, with or without notice. Be advised that no AAAA employee has the authority to enter into any agreement with you that would change your at-will status, including offering you employment for any specific time period. Likewise, this handbook does not alter the at-will relationship, and nothing in this handbook should be interpreted as a guarantee of continued employment for any specific time period.

B. Equal Employment Opportunity and Commitment to Diversity

The Alliance provides equal employment opportunity to all employees and applicants in every aspect of the employment process.

The Alliance does not discriminate against, nor does it tolerate discrimination against or harassment of, any person based on their race, color, religion, sex, sexual orientation, national origin, age, disability, veteran status, marital status, citizenship or any other characteristic protected by applicable law. The Alliance does not tolerate intimidation, threats, coercion or retaliation against any person for making concerns known, assisting in investigations, participating in compliance evaluation activities, opposing unlawful acts and practices, or exercising any rights protected by applicable law.

Moreover, the Alliance takes prompt and appropriate action to ensure that all qualified applicants and employees receive equal opportunity, as defined by applicable law, for recruitment, selection, advancement and all other aspects of employment. All employment-related decisions are based on legitimate non-discriminatory business criteria.

The Alliance will provide a reasonable accommodation for qualified persons with disabilities when a reasonable accommodation is necessary for the performance of the essential functions of the job the person is holding or seeking to hold, and the reasonable accommodation does not cause undue hardship to the organization. The Alliance also provides reasonable accommodation of religious observance when the reasonable accommodation does not cause undue hardship to the organization.

Employees who have concerns that they or some other employee have been treated unfairly or in a manner that violates the law or a provision in this handbook should raise the concern to management in accordance with the Dispute Resolution policy in this handbook.

C. Persons with Disabilities

The Alliance values, promotes, and manages diversity by providing programs that foster participation by persons with disabilities. The Alliance does not discriminate against qualified individuals with disabilities, and the organization provides them with reasonable accommodation where it does not cause undue hardship for the organization. Employees who have a disability that requires a reasonable accommodation should notify their supervisor and provide ideas on what they consider to be a reasonable accommodation. Employees may be required to submit documentation describing their

disabling condition. AAAA will consider the reasonable accommodation request and determine if the proposed accommodation is reasonable.

D. Harassment Free Workplace

The Alliance is committed to a work environment free from harassment, unlawful or otherwise, in which everyone is treated with respect and dignity while working, while on Alliance premises, while traveling on Alliance business, or at Alliance social functions.

The Alliance has zero tolerance for unlawful harassment. Unlawful harassment is defined as harassment based on any characteristic protected by applicable federal, state or local law including race, religion, color, sex, national origin, age, veteran or disability status, which is sufficiently severe or pervasive as to alter the working conditions of an employee. Examples of conduct prohibited by this policy include, but are not limited to:

1. Verbal or physical conduct that harasses an employee on the basis of a category protected by applicable federal, state or local law and that is sufficiently severe or pervasive as to create an intimidating, threatening, offensive, or hostile environment.
2. Sexual displays or publications, or other verbal or physical conduct, where an employee is told either explicitly or implicitly that he or she must submit to the conduct to remain employed or where his or her reaction to the conduct is used as a basis for an employment decision, such as evaluation, raise, advancement, assigned duties, disciplinary action, or any other condition of employment or career development. Examples of prohibited verbal or physical conduct include:
 - Unwelcome sexual advances;
 - Stalking, dating violence, date rape, or sexual assault;
 - Persisting with romantic advances despite the rejection of the advances;
 - Requests for sexual favors, whether or not accompanied by promises or threats with regard to the employment relationship;
 - Sexual jokes and innuendo; verbal abuse of a sexual nature; comments about an individual's body, sexual prowess, sexual activity, or sexual attractiveness;
 - Leering, whistling, or touching; insulting or obscene comments, sounds, or gestures; displays of sexually suggestive objects, cartoons or pictures.
3. Words, actions or visual matter that demean or show hostility toward an individual or group because of any characteristic protected by applicable federal, state or local law.

Employees are responsible for reporting any concerns regarding harassment, unlawful or otherwise, to management pursuant to the Dispute Resolution policy in this handbook. The Alliance does not tolerate retaliation against employees who act in good faith to report or assist in the investigation of a possible violation of this policy. If, after investigating any claim of harassment, the Alliance concludes that an employee has filed a claim in bad faith, provided false information regarding a claim, or refused to cooperate in the investigation of a claim, disciplinary action, up to and including termination of employment, may be taken.

Violations of this policy will be dealt with appropriately and promptly. In addition, if, in the course of investigating a complaint under this policy, the Alliance concludes that an employee's behavior, while not harassing, does violate other Alliance policies, including Alliance behavior expectations, appropriate disciplinary action may be taken, up to and including termination of employment.

E. Immigration Employment Law Compliance

The Alliance employs only United States citizens and others who are authorized to work in the United States. As a condition of employment, within three days of hire, each new employee (or rehired former employee) must complete the I-9 eligibility verification form and present valid documentation to the Alliance establishing their employment eligibility and identity. The Alliance shall not permit an employee to work if the employee has not submitted the information requested on the I-9 form. Employment will be terminated for those employees unable or unwilling to establish their right to work in the United States.

F. Pre-Employment Qualification and Background Checks

The Alliance strives to maintain a safe and productive workplace with honest, trustworthy, qualified, reliable and non-violent employees who do not present a risk of harm to their co-workers or others. The Alliance will perform, or will request that third parties perform, pre-employment qualification and background checks at any time in the application process. All pre-employment qualification and background checks will be performed in accordance with applicable federal and/or state law and only with written consent. Reference and background checks will include criminal history, social security number verification, and may include employment history, education verification and licensure and motor vehicle record, if appropriate to the position. In conducting pre-employment qualification and background checks, the Alliance will use consumer reporting agencies to gather and report information to the Alliance in the form of consumer or investigative consumer reports. All pre-employment qualification and background check results will be maintained in a confidential file.

AAAA also may conduct an investigation concerning employees, if the circumstances warrant such action.

Candidates and employees are expected to cooperate fully with qualification and background checks. Cooperation includes, among other things, providing consent to conduct a pre-employment qualification and background check and responding with truthful and complete information to inquiries made by the Alliance or third party investigators during the pre-employment qualification and background check process. Failure to cooperate in these respects, or any attempt to interfere with implementation of this policy, or the Alliance's efforts to obtain relevant information may result in discipline, up to and including termination of employment.

G. Re-Employment

Individuals who voluntarily leave employment or were released due to a reduction in force and whose employment with AAAA was satisfactory may be eligible for rehire.

Employees who are rehired within 12 months after their separation date will accrue paid time off (PTO) based upon the then current rate applicable to the years of paid service. Any employee rehired more

than 12 months after their separation date will accrue leave and be eligible for severance at the then current rate applicable to new hires.

H. Employment Records

The Alliance maintains personnel records of each employee which are the Alliance's exclusive property and are confidential. Employees are required to provide notification of any changes in personal status (*e.g.*, marital status, number of dependents, beneficiaries, home address, or telephone number).

Employees may review their personnel records, subject to AAAA approval. Employees must notify their supervisor and schedule a time for review that is mutually convenient. Employees are not permitted to make any changes to such records during the review process.

I. Work Schedules

The Alliance establishes the time and duration of working hours as required by workload, business priorities, efficient management of personnel resources, and any applicable laws. Daily and weekly work schedules may be changed from time to time at the discretion of the Alliance as needed. The schedule of work hours is determined by the supervisor.

The Alliance's regular office hours are 10:00 a.m. to 3:00 p.m. Tuesday through Friday. Employee work schedules may include hours worked during regular office hours and/or outside regular office hours. Regular work schedules are established for each employee for purposes of determining eligibility for holiday pay. The work week begins at 12:01 a.m. on Saturday and ends at midnight on Friday.

J. Attendance

All employees are expected to reliably attend work and be on time. Employees who are unable or unwilling to come to work or show up on time must notify their supervisor as soon as possible of the absence/tardy but no later than one hour after their scheduled start time. An employee who reports to work after the scheduled start time will be considered tardy and is subject to disciplinary action. An employee who does not report to work for three consecutive workdays without contacting his or her supervisor will be considered to have abandoned their position and voluntarily resigned from employment.

If an employee is absent due to illness or injury for three consecutive workdays, a statement from the employee's health care provider is required before the employee will be permitted to return to work. In addition, the Alliance reserves the right to request a health care provider's statement for days missed at any time based on inconsistent attendance patterns. Absenteeism or tardiness that is unexcused or excessive is grounds for disciplinary action, up to and including termination of employment.

K. Outside Employment

If employees engage in outside work or hold other jobs, they are subject to certain restrictions. The Alliance requires that employees' outside work or other jobs not adversely affect job performance or be disruptive to the work environment. Employees may not solicit or conduct outside business during work time or use any Alliance equipment or facilities for non-Alliance purposes.

L. Performance Feedback

Employees and their supervisors are encouraged to discuss job performance and goals on an informal, day-to-day basis. A formal performance review may be conducted at any time at the discretion of the employee's supervisor. Performance reviews are intended to reflect the employee's effectiveness on the job, and are a continuing record of job performance. They allow the supervisor to measure the employees' work against the requirements of their positions, review results of annual goals, and assess general performance behaviors.

Employees can expect to receive performance reviews at least annually on or after the close of the fiscal year. Based upon the employee's performance, merit increases may be considered at this same time and processed after the close of the fiscal year. Salary increases are related in part to individual performance as assessed on the employee's performance review and are considered on the basis of the Alliance's financial capacity, in the Alliance's sole and absolute discretion.

As a result of performance feedback, employee development activities may be pursued. Employee development is a collaborative effort between supervisors and employees to align individual goals with the overall direction of the Alliance. Development efforts are focused on building the capabilities of all employees.

M. Separation from Employment

Voluntary separation occurs when an employee resigns. Employees are encouraged to provide at least two weeks' notice (four weeks for exempt staff) of intent to resign in a written resignation letter stating the reason for leaving and the intended last day of work. The Alliance has the right to accept the employee's resignation effective immediately and end the employment relationship without further notice, in which case the Alliance shall pay out the remainder of the notice period defined above (but no more, regardless of any further notice provided by the employee).

An employee who does not report to work for three consecutive workdays without contacting his or her supervisor may be considered to have abandoned the position and voluntarily resigned from employment.

Involuntary separation occurs when an employee is discharged, is the subject of a reduction in force, or when the employee's position comes to an end.

An employee's termination date will be the last day they work.

Final paychecks are processed in accordance with federal, state, and local law, less any amounts owed to the Alliance, and will include payment for time worked and any unused, accumulated PTO.

On or before the employee's last day of work, an exit interview normally will be scheduled, at which time all Alliance property must be returned. This includes Alliance-authorized credit cards and other Alliance property (including, but not limited to, equipment, supplies, policy manuals, organization manuals, business documents, papers, files, proprietary information, computers and accessories, portable telephones, procurement cards, access cards, identification badges and keys).

III. COMPENSATION POLICIES

A. Fair Labor Standards Act Classifications

All paid positions are classified as either exempt or non-exempt based on the Fair Labor Standards Act (“FLSA”). For purposes of salary administration and eligibility for overtime payments, employees are classified as follows:

- **Non-exempt Employees:** Employees who are required to be paid overtime at the rate of one and one-half times the employee’s regular rate of pay for all hours worked in excess of forty hours in a workweek, in accordance with applicable federal wage and hour laws, or more frequently in accordance with certain state or local wage and hour laws.
- **Exempt Employees:** Employees who are not required to be paid overtime in accordance with applicable federal wage and hour laws for work performed in excess of forty hours in a workweek. Executives, professional employees, outside sales representatives, and certain employees in administrative positions may be exempt.

Employees are informed of their initial FLSA classification and employment category at or near the time of hire. Upon changing positions as a result of a promotion, transfer, or otherwise, the employee will be informed of any change in FLSA classification. Employees should direct questions regarding employment categories or FLSA classification to their supervisor.

B. Employment Categories

The Alliance classifies employment into four categories:

- **Regular Full-Time:** Employees who are normally scheduled to work 30 or more hours in a work week (or 60 hours in a two-week period) and who are not temporary employees.
- **Regular Part-Time:** Employees who are normally scheduled to work less than 30 hours in a work week (or less than 60 hours in a two-week period) and who are not temporary employees. This category also includes employees who work on an as-needed basis without a defined schedule.
- **Temporary Full-Time:** Employees who are hired and normally scheduled to work 30 or more hours in a work week (or 60 hours in a two-week period) to supplement the workforce on a temporary basis. Employment assignments are limited up to six months. One extension up to six months (not to exceed a total of 12 months) of a temporary assignment may be awarded. The extension does not change the employment category.
- **Temporary Part-Time:** Employees who are hired and normally scheduled to work less than 30 hours in a work week (or less than 60 hours in a two-week period) to supplement the workforce on a temporary basis. This category also includes employees who are hired to temporarily supplement the workforce and work on an as-needed basis without a defined schedule. Employment assignments are limited up to six months. One extension up to six months of a temporary assignment may be awarded (not to exceed a total of 12 months). The extension does not change the employment category.

C. Non-Exempt Time Reporting and Overtime

Non-exempt employees are paid for actual hours worked and those hours must be accurately recorded by the employee. An employee's "hours worked" may include, where appropriate, time spent traveling as required by the employee's job. "Hours worked" do not include time spent commuting between home and work.

Overtime pay is based upon hours recorded as worked. Non-exempt employees are paid straight time for all hours worked in a work week up to 40 hours; no matter what their standard hours are. Hours worked by non-exempt employees in excess of 40 per workweek are paid at the rate of one and one-half times the employee's regular hourly rate unless otherwise required by state or local law. Paid holidays and PTO do not count toward hours worked for the purpose of calculating overtime.

Overtime must be approved by the non-exempt employee's supervisor prior to being worked. Working overtime without prior approval, or falsification of time records, may result in disciplinary action, up to and including termination of employment.

The Alliance does not authorize compensatory time off in lieu of overtime pay. Work schedule adjustments within the same work week may be permitted.

D. Dual Role of Alliance Employees and Volunteers

At times, employees of the Alliance may desire to volunteer for the organization. Exempt employees may volunteer for the Alliance. However, because of the overtime requirements of the Fair Labor Standards Act, non-exempt employees may only volunteer in certain limited circumstances. Specifically, a non-exempt employee is not permitted to volunteer his or her time to the Alliance, except when *all* the following conditions have been met:

- The service is entirely voluntary with no promise of advancement or penalty for not volunteering—that is, it is not coerced;
- The volunteer work is sufficiently distinct from, and in a different capacity than, the work for which the non-exempt employee is paid. For example, a non-exempt employee who teaches any courses as part of his or her usual job functions may not "volunteer" to teach other courses; and
- The volunteer neither expects to receive pay for the volunteer work nor receives any wages for the work.

Employees who wish to volunteer services to the Alliance must speak to their supervisor and complete a volunteer application form and the volunteer intake process, before performing any such volunteer service.

E. Pay Practices

Employees are paid on a monthly basis on the 15th of the month. The Alliance takes all mandatory deductions including federal, state and local taxes, FICA (Social Security and Medicare), tax liability and wage deductions directed by the courts. Paychecks are issued to the employee or deposited directly to the financial institution of the employee's choice.

F. Job Descriptions

Every job in the Alliance has a job description summarizing the principal duties, responsibilities, qualifications and essential job functions of the job. Information in the job description is used to evaluate the job to determine appropriate compensation and exempt/non-exempt status.

G. Garnishments

If the Alliance receives an order to garnish wages from a court, the Internal Revenue Service or other governmental agency, employees will be notified of the receipt of the garnishment order and provided with information on the amount to be deducted each pay period, the deduction schedule and contact information. Garnishments shall continue until the notice from the court is received that the obligation has been met and payments are to cease.

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IV. Time Away from Work Policies

A. Paid Time Off (PTO)

The Alliance recognizes the importance of time off in providing employees the opportunity for rest, recreation and personal activities. The Alliance provides a flexible paid time off (PTO) program which allows employees to use PTO for circumstances based on individual need.

Only regular full-time employees and regular part-time employees who work at least 20 hours per week are eligible for PTO. Temporary full-time, temporary part-time, regular part-time (less than 20 hours per week) are not eligible for PTO.

The amount of PTO that eligible staff members accumulate every month increases with the length of employment, as shown in the table below.

Eligible employees earn PTO based on a 40-hour per week schedule. Full-time employees working fewer than 30 hours per week and part-time employees scheduled to work a minimum of 20 hours per week earn PTO based on the percentage of a full-time, 40 hour per week, schedule that they work.

Years of Completed Service	Monthly PTO Hours Accrued by Hours Per Week Worked			Annual PTO Hours Accrued by Hours Per Week Worked		
	20 Hours	30 Hours	40 Hours	20 Hours	30 Hours	40 Hours
1-3	5.4	8.1	10.8	65	97.5	130
4-6	6.5	9.75	13	78	117	156
7-9	7.6	11.4	15.2	91	136.5	182

Employees will continue to accumulate PTO while they are using PTO. An employee who is eligible for additional PTO based on length of service will have his or her PTO accumulation rate increased on a pro-rated basis during the anniversary year beginning at the pay period when the service milestone is reached. Employees may carry over PTO hours equivalent to the hours worked per week (e.g., an employee working 30 hours per week may carry over 30 hours of PTO from one year to the next).

Advanced PTO will be provided, as of January 1 each year, at an amount equivalent to what would be accumulated by the end of the calendar year. Employees with less than one year of Alliance service will not be advanced PTO. Certain exceptions may be approved by the Board of Directors. Employees reaching one year of service will be advanced PTO, as of the anniversary date, at an amount equivalent to what would be accumulated by the end of the calendar year.

PTO may be used in hourly increments, for both planned and unplanned leave requests and will be charged based on time missed according to the employee's regular weekly schedule. Unless provided otherwise by the relevant leave policy, employees must exhaust all PTO before going into a leave without pay (LWOP) status.

PTO is paid at an employee's regular pay rate and does not include overtime. Supervisors are responsible for ensuring that leave requests are submitted in a timely manner and leave records are accurate for all employees.

At the Board’s discretion, PTO may be approved for employees who have given notice of intent to terminate their employment. PTO may not be used to extend employment beyond the last day an employee actually works.

In the event of separation from employment or transfer into an employment status that is ineligible to earn and/or accumulate PTO, an employee will receive a lump-sum payment for accrued but unused PTO. Pay resulting from advanced, unearned PTO will be deducted from any monies due the employee, as allowed by law. In the absence of sufficient funds, the employee is required to reimburse the Alliance directly.

B. Holidays

The Alliance observes 10 holidays each year. All regular full-time and regular part-time employees who are scheduled to work at least 20 hours per week are eligible to receive holiday pay. However, eligible part-time employees only receive holiday pay for days that fall on a regularly scheduled work day. In those cases, the part-time employee will receive holiday pay based on the number of hours they would have normally worked on that day.

The holidays observed are:

Holiday	Date Observed
New Year’s Day	January 1
Martin Luther King, Jr. Day	3 rd Monday in January
President’s Day	3 rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veterans Day	November 11
Thanksgiving Day	4 th Thursday in November
Day after Thanksgiving	Day after Thanksgiving
Christmas Day	December 25

Holidays that fall on Sunday will be observed the following Monday. Holidays that fall on Saturday will be observed on the preceding Friday.

If a paid holiday falls within an employee's approved paid leave, that day will not be counted against paid leave.

C. Bereavement Leave

The Alliance provides up to three days of paid bereavement leave based on an employee's regularly scheduled work week in the case of the death of a family member (defined below). Available time off for bereavement leave will be pro-rated for part-time staff that are regularly scheduled to work 20 hours or more per week based on their regular work schedule. Employees who work less than 20 hours per week, temporary employees, or part-time on call employees are not eligible for bereavement leave.

The definition of a "family member" includes:

- Employee's spouse or domestic partner
- Employee's child (including foster child, legal ward, child of the employee's spouse or domestic partner)
- Employee's parent or person who has served as the employee's parent
- Employee's grandparent
- Employee's sibling
- Employee's grandchild
- Parent, grandparent, sibling or grandchild of the employee's spouse or domestic partner

An employee may, with supervisory approval, use any available PTO or unpaid leave for any additional leave time needed.

If an employee receives notification during the working day of a death in his/her immediate family, any absence that day is excused and will not count as a bereavement day.

Employees also may request to use PTO for leave to address the death of anyone not currently covered in this policy.

D. Jury Duty and Court Appearances

An employee summoned for jury duty must keep their supervisor informed of the dates and times of service as soon as they are known. An employee serving on jury duty will be paid his or her salary at the regular rate of pay for the full duration of the jury duty. Time serving on a jury is not charged against accumulated leave. Employees do not have to remit jury duty pay to the Alliance.

An employee required to appear as a witness in court because the employee is suing, being sued, or serving as a non-state witness in a non-Alliance related case may have the absences counted against their available PTO or may request leave without pay. The maximum approved leave without pay for witness leave is five days.

Employees must report to work on days when their services are not required by the court and are expected to return to work on any day or partial day of at least four hours when services are not required by the court.

V. Conduct Policies

The Alliance expects employees to meet the highest standards of professional and ethical conduct and at all times to conduct themselves in a positive manner that promotes the Alliance's best interests. Conduct that interferes with business operations, discredits the Alliance, is offensive to clients or colleagues or is unethical will not be tolerated.

A. Disclosure of Actual or Potential Conflicts of Interest

All employees, at all levels of Alliance service, must disclose any actual or potential conflict of interest to their supervisor and the Board of Directors immediately upon becoming aware of such actual or potential conflict of interest. In particular, any actual or potential conflict of interest between an employee's obligation to operate in the best interests of the Alliance and: (a) the interest of any organization in which such employee has a financial interest, or with which he or she is affiliated, or (b) such employee's personal interest, must be reported immediately.

B. Violence Free Work Environment

The Alliance promotes a safe work environment for all employees and does not tolerate any type of violent behavior committed by or against employees, volunteers, vendors, or other third parties. Threatening or violent behavior committed by anyone against employees, volunteers, vendors, or other third parties during work or off-duty hours will not be tolerated. Such behavior may include but is not limited to the following:

- Physical injury to another person
- Threats of harm
- Behavior that creates a reasonable fear of injury in another person
- Intentionally causing damage to employer property or property of another employee or a volunteer
- Possession of weapons (for example, guns, knives, clubs, explosive devices, etc.) on Alliance property or while at Alliance sponsored-activities
- Committing acts motivated by, or related to, sexual harassment or domestic violence. Statements or gestures which in any way suggest that the employee may engage in violent conduct will be taken seriously by management and responded to appropriately

Employees have a responsibility to immediately report to management any potentially dangerous situations or unauthorized individuals on Alliance premises. Reports of statements or behavior which may violate this policy will be investigated promptly and in as confidential a manner as possible. An employee suspected of violent behavior may be placed on leave during an investigation until the Alliance determines a course of action.

Incidents involving violent behavior by an employee may warrant removal of the individual from the workplace until further evaluation determines his or her suitability for return to the workplace. An evaluation that finds an employee suitable to return to the workplace does not negate further disciplinary action, up to and including termination of employment.

C. Dispute Resolution Policy

The Alliance is committed to a work environment where all persons are treated with respect and dignity. It has adopted this Dispute Resolution policy to establish a comprehensive method of resolving employee concerns that builds trust and produces prompt and fair resolutions. The Dispute Resolution policy may be used to resolve issues regarding any condition of employment or the application, meaning or interpretation of any human resource policy or procedure that affects the work activity of an employee. Employees are strongly encouraged to follow the steps listed below to discuss any concerns:

Step One: The employee should promptly report a concern to his or her supervisor, who will investigate the matter and take appropriate action, if deemed necessary. If the concern involves an employee's supervisor, the employee should report the concern to the next level of management; or to the Chair of the Board of Directors if the concern involves the executive director.

Step Two: If the problem is not resolved at Step One, the employee should seek assistance from the next level of management or the Chair of the Board of Directors if the concern involves an employee's supervisor. In an effort to resolve the problem, this individual will consider the facts, conduct an investigation, review the findings and recommendations with the supervisor and inform the employee of the results of the investigation and recommended action, if any. The employee may be asked to put the concern in writing and provide appropriate documentation.

Step Three: If the employee is not satisfied with the outcome of Step Two, he/she may prepare a written summary of the concerns and request that the matter be reviewed by Board Chair (if not already involved in Step Two) or the Executive Committee. The decision of the Board Chair or Executive Committee is final.

D. Progressive Discipline

The Alliance has adopted rules and standards to ensure productive, harmonious operations. Although AAAA employees are employed at-will, the best interest of the Alliance lies in ensuring fair treatment of all employees and in making certain that discipline is prompt, fair, and consistent.

The Alliance endorses a philosophy of progressive discipline in which it attempts to provide employees with notice of deficiencies and an opportunity to improve. Employees' performance and conduct is evaluated on an ongoing basis, with feedback provided when necessary. Informal discussions may be used to ensure that employees know and follow rules and standards. These discussions should focus on clarifying expectations, providing appropriate training and development and coaching employees.

In some cases, formal discipline is necessary. Progressive disciplinary steps may include, but are not limited to, verbal warnings, written warnings, performance improvement plans (PIP) and termination of employment. The Alliance retains the right to administer discipline in any manner it deems suitable under the circumstances and any of the steps listed above may be skipped. Termination of employment may also occur at any time without any prior progressive disciplinary steps having been taken. This Progressive Discipline policy does not alter any employee's at-will employment status.

E. AAAA Communication Systems

All communication systems are AAAA property and are to be used for business purposes. Because these communication systems are provided for business purposes, employees have no reasonable expectation of privacy regarding their personal use of any AAAA communication systems, and their communications and systems use may be monitored and audited by management at any time without notice. These communication systems include, but are not limited to, e-mail, telephone, Internet, fax, voicemail, bulletin boards, and interoffice mail. Employees are to use reasonable discretion in the amount and length of non-business use of AAAA communication systems.

Employees must be mindful that their association with the Alliance will be visible to any recipient of an electronic communication, and assure that their communications are consistent with the AAAA mission and accepted community standards.

Prohibited uses of AAAA communication systems include, but are not limited to:

- Developing, accessing or distributing material which:
 - Harasses or disparages others, or contains ethnic or racial stereotypes, epithets or slurs;
 - Contains pornography, profanity, violent or sexually explicit images, messages, or cartoons;
 - Solicits for commercial ventures or outside organizations;
 - Advocates positions not officially endorsed by the Alliance;
 - Violates any applicable law
- Personal mass e-mail distribution (“spamming”), unauthorized computer access (“hacking”), obtaining pirated software, or violating copyright protections.
- Distributing sensitive, proprietary, confidential, or private information of the Alliance without appropriate authorization.
- Obtaining unauthorized access to another employee’s or volunteer’s communication systems, or sending unauthorized communications under another employee’s or volunteer’s name.

AAAA communication systems may not be used in situations that violate federal, state or local law. Inappropriate use of any AAAA communication systems may result in disciplinary action, up to and including termination of employment.

F. Social Networking

Employees who choose to identify themselves as an AAAA staff member or discuss matters related to the Alliance on a social network such as a personal website or blog must be mindful that readers may assume that they are speaking on behalf of the Alliance. Therefore, communications in these types of media must be transparent, ethical and accurate. Employees must follow the following guidelines:

- Include a disclaimer that the views expressed are the employee’s alone and do not necessarily represent those of the Alliance.
- If an employee does discuss the Alliance on a social network, it is important that he/she discloses his/her role within the organization.
- If voicing personal opinion, employees should ensure that they have researched and checked their facts prior to posting.
- Employees must ensure that they have permission to post any copyrighted or confidential information (e.g., images) and be careful about posting or linking to items that may contain viruses.
- Employees should use internal resources for recommendations to make improvements or

suggestions to the Alliance. It is unprofessional and non-productive to make negative comments or try to embarrass the Alliance through social media channels.

- The confidentiality of our clients, stakeholders, partners, employees, volunteers, and donors must be maintained. No detailed information (including names) should be provided. It may be acceptable to discuss general details and to use non-identifying pseudonyms; but the information provided must not violate any non-disclosure agreements that may be in place with the individual/group or make it easy for someone to identify him/her/them. Employees must ensure that they maintain the dignity and confidentiality of all those associated with the Alliance.
- Blogging and other social networking activities are personal business and should be done on the employees' own time (not during working time) unless specifically assigned to perform an online activity related to the Alliance.

Employees should contact their supervisor with questions about this policy or its application to their proposed course of conduct. Employees who violate the terms of this policy are subject to disciplinary action, up to and including termination of employment.

G. Confidential Information and Intellectual Property

The Alliance has sole entitlement and copyrights to any intellectual property that is conceived or developed by staff or agents during the course of employment or services with the Alliance.

Intellectual property includes inventions, discoveries, and original works of authorship as these concepts are defined by the United States patent, trademark, and copyright laws (United States Copyright Law, 17 U.S.C., Section 101, *et. seq*). The provisions relate to authors or creators of computer programs, graphics design, scientific or medical research, or technical materials for the Alliance. Ownership and copyright rights also include written reports and other written materials produced for the Alliance. The Alliance also has the right to copyright these works by registering them as a published work of Alliance of Greater Akron with the register of copyrights, Copyright Office, Library of Congress.

Employees are expected to undertake the responsibility of identifying any intellectual property that the Alliance may be able to protect and to take the necessary steps to ensure that the property is fully protected.

H. Drugs and Alcohol

The Alliance strives to maintain a workplace that is free from the effects of drug and alcohol abuse, and will not tolerate any use or abuse of drugs or alcohol that imperils the health or well-being of its employees, volunteers or clients, threatens its operations, or compromises the safety of its services.

While on AAAA property or while performing Alliance business off premises, employees are prohibited from the unlawful possession, use, manufacture, distribution, sale or dispensation of illegal drugs or alcohol. Such conduct is also prohibited during nonworking time to the extent that it violates any laws, negatively affects Alliance activities, or adversely affects the reputation of the Alliance. Employees, who are convicted of any drug- or alcohol-related offense, including pleas of no contest, are obligated to inform their supervisor within five days after such conviction or plea. Failure to comply with this regulation will result in disciplinary action, up to and including termination of employment.

Employees who use legally prescribed drugs during work and have any reason to expect that such use may affect their ability to perform work safely or reliably, must report this fact to their supervisor.

The Alliance reserves the right to establish drug and alcohol search and screening procedures consistent with applicable law.

I. Nepotism

The Alliance prohibits the employment of relatives of employees to avoid creating actual or perceived conflicts of interest. For purposes of this policy, “relative” is defined as an employee’s spouse or significant other, child, parent, sibling, grandparent, grandchild, aunt, uncle, niece, nephew, or any corresponding in-law or “step” relation, or any person with whom the staff member resides. This policy applies to all categories of employment at the Alliance.

J. Conflicts Arising From Personal Relationships

Employees may find themselves in a situation where their spouse, another member of their immediate family, or someone else they are close to is a competitor or supplier of the Alliance, or is employed by one. While everyone is entitled to choose and pursue a career, such situations call for extra sensitivity to security, confidentiality and conflicts of interest. The closeness of the relationship might lead an employee to compromise the Alliance’s interests inadvertently (or create the appearance that such is the case).

Employees should also be aware that the situation, however harmless it may appear, could arouse suspicions among colleagues that might affect their working relationships. The very appearance of a conflict of interest can create problems, regardless of the behavior of the employee involved. To remove any such doubt or suspicion, employees should review their specific situation with their supervisor to assess the nature and extent of any such concern and how it can be resolved.

K. Non-Solicitation/Distribution of Literature

Soliciting fellow employees in the workplace regarding personal activities, organizations or causes, may have the potential to result in unnecessary apprehension and pressures for fellow colleagues.

Distribution of literature or printed materials of any kind, selling merchandise, soliciting financial contributions, or soliciting for any non-Alliance-approved causes is not permitted in the workplace during working time. This policy also prohibits solicitations via AAAA e-mail and other AAAA communication systems.

Solicitation or distribution by non-employees is also prohibited in the workplace. Any requests from outside persons or organizations to sell merchandise, solicit contributions, distribute literature, arrange displays or utilize Alliance facilities are to be referred to management.

The Alliance may authorize a limited number of charitable fund raising events on behalf of other organizations. Employee participation is welcome but entirely voluntary.

L. Smoking

The Alliance provides a smoke-free work environment. Smoking inside all AAAA facilities is prohibited.

M. Dress Code

Appropriately dressed employees add to the overall credibility of the Alliance and convey a sense of confidence to the American public. Employees are expected to dress appropriately based on their job requirements.

N. Media Inquiries

The Alliance management will provide a response to media inquiries as soon as possible, generally within 24 hours of receipt. Individuals designated to speak on the organization's behalf are determined by the Executive Board. No one else is authorized to speak on the organization's behalf.

O. Representing the Alliance

Employees must seek prior approval from their supervisor before taking any action or making any statement that might significantly affect or obligate the Alliance. These actions may include but are not limited to, public statements to the press, collaboration or joint initiatives or any agreements involving contractual or other financial obligations. Employees are authorized to act as representatives of the organization as specifically indicated in writing in their job description and only to the extent of such written specifications.

VI. Safety and Security Policies

A. Workplace Safety and Security

In order to provide a secure, safe and healthy work environment for employees, the Alliance periodically provides information to employees about workplace safety, health, and security issues through regular internal communication means such as meetings, memos or other written communications.

Employees should not bring large amounts of cash or other personal valuables to work unless absolutely necessary. The Alliance is not responsible for employees' personal items that are lost or stolen.

Employees should feel free to report, without fear of retaliation, any condition which they believe poses a safety, health or security risk in the workplace. The Alliance will investigate such reports promptly and thoroughly and take appropriate remedial action, if necessary. Further, any comments or jokes regarding threats of violence will be taken seriously, and dealt with appropriately and promptly.

Each employee is expected to obey safety rules and to exercise caution in all work activities. Employees must immediately report any unsafe condition to their supervisor. Employees who violate safety standards, cause hazardous or dangerous situations, or fail to report or, where appropriate, remedy such situations, may be subject to disciplinary action, up to and including termination of employment.

B. On the Job Injuries

An employee who is injured on the job should report the injury immediately to his or her supervisor, no matter how insignificant the injury may appear. This reporting is necessary to comply with applicable law and to initiate worker's compensation benefits claim should such a claim be appropriate.

C. Driving on AAAA Business

Employees who drive on Alliance business are expected to do so in courteous and safe manner, and in accordance with applicable motor vehicle laws. Employees who drive on AAAA business are required to notify their supervisor of license suspensions or revocations or other changes, and any drug and/or alcohol related charges or convictions (including "no contest" pleas).

No driver may operate a motor vehicle while the driver's ability or alertness is so impaired, through fatigue, illness, taking medication or any other cause, as to make it unsafe for the driver to operate the vehicle. Employees who drive vehicles on Alliance business while so impaired face disciplinary action, up to and including termination of employment. Drivers can be disqualified from driving vehicles for a number of reasons, including involvement in accidents, demonstrated disregard for the safety of the public (as evidenced by excessive speeding, reckless driving, driving under the influence, driving with a suspended or revoked license, other evidence of reckless driving), failure to report an accident, or breaking any motor vehicle laws.

Parking and traffic fines incurred while utilizing personal vehicles are the responsibility of the employee/driver and will not be paid or reimbursed by the Alliance.

D. Agency Property

The Alliance works to prevent property loss of any kind. All property used to conduct AAAA business belongs to the Alliance. The Alliance assumes no liability for personal property brought into the workplace or any Alliance worksite.

E. Emergency Conditions

In the event of local emergency conditions, such as bad weather, AAAA management will make appropriate decisions about office closure. If the Alliance is officially closed, employees will not be required to use accumulated PTO, but will receive their regular rate of pay for their standard work hours for that day.

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VII. Benefits Policies

The Alliance reserves the right to amend, modify, or terminate benefit plans or programs, in whole or in part, as they apply to all current and former employees.

A. Worker's Compensation

Worker's Compensation insurance is provided by the Alliance to all paid staff pursuant to applicable law. Work-related injuries or illnesses, no matter how minor they may appear, must be reported immediately or as soon as practicable to the supervisor. The supervisor is responsible for completing the First Notice of Injury or Illness, which is essential in establishing and providing benefit coverage.

Employees injured while voluntarily participating in an AAAA social or recreational activity are typically not covered under workers' compensation. Employees involved in work-related accidents may be required to submit to drug and alcohol testing.

Employees who are unable to work due to a work-related injury or illness may file a workers' compensation claim and be compensated in accordance with applicable law.

B. Unemployment Insurance

Unemployment compensation is available to former Alliance employees who are deemed eligible for such benefits under applicable law.

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VIII. Business Expense Reimbursement and Travel Policies

A. Business Expense Reimbursement

Employees may request reimbursement for pre-authorized expenses incurred on behalf of the Alliance. Such expenses may include mileage, program materials or office supplies. All reimbursement requests should be recorded on an expense reimbursement request form with receipts attached, and signed by the employee's supervisor.

B. Travel Expenses

Employees who travel on pre-authorized Alliance business may request reimbursement for travel expenses.

The Alliance will pay for or reimburse employees for meal expenses up to the daily per diem rate established by the Executive Board. Requests for meal reimbursement must be recorded on an expense reimbursement request form with receipts attached, and signed by the employee's supervisor

Employees requesting the Alliance to pay for or reimburse hotel accommodations and/or airline tickets should make airline reservations at the earliest possible time to take advantage of lower rates and fares. Employees may keep any frequent flier miles, hotel points or other bonus program points earned. Employees may also upgrade to business or first class airline seats at their own expense.

Requests for reimbursement should be submitted within 30 days of returning from travel, and must be approved by the employee's supervisor.



ACKNOWLEDGEMENT

I hereby acknowledge that I was provided a copy of the Employee Handbook for the Akron Area Arts Alliance, which I understand sets forth a summary of the Alliance’s employment policies and practices, and outlines the material terms and conditions of my employment. I have thoroughly read and understand the information in the Employee Handbook, I have been allowed to ask questions I may have about such information, and I agree to abide by the policies and practices referenced in the Employee Handbook.

I understand and agree that my employment with AAAA is at-will and may be terminated by the Alliance or me at any time, for no reason or any lawful reason, and with or without notice. I further agree that the at-will employment relationship cannot be changed in any way by any AAAA representative.

I understand and agree that the Alliance retains the right to demote, transfer, change my job duties, and change my compensation at any time with or without notice in its sole discretion.

Employee Signature

Date

Print Name

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