



ArtStream Employee Handbook

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DISCLAIMER

This *Employee Handbook* (“*Handbook*”) is intended as a general guide to ArtStream's policies, practices, procedures, and employee benefits. **The matters described in this Handbook are subject to change, without notice, at the sole discretion of ArtStream. This Handbook does not express conditions of employment nor does it create a contract between employees and ArtStream. At all times, your employment remains at-will, meaning that either you or ArtStream may terminate the employment relationship at any time, with or without cause or notice.**

The full text of this Handbook and related policies and procedures are computer accessible through ArtStream’s Sharepoint online document storage system.

As we intend to update this *Handbook* periodically, please check the Sharepoint online document storage system to ensure that your understanding of a policy is current. Any changes in ArtStream policy that differ from this *Handbook* will supersede the summaries outlined in this *Handbook*.

Nothing in this Handbook is intended to interfere with the rights of any employees under the National Labor Relations Act. To the extent that conduct is protected under the NLRA, this Handbook does not prohibit it.

This Handbook sets forth some of ArtStream’s more important policies, practices, and procedures that are generally applicable to all employees regardless of their work location. To the extent a state or locality where ArtStream operates has workplace obligations unique to a particular location of the country, ArtStream will apply its policies, practices, and procedures in the manner required by such local laws. In its discretion, ArtStream may also issue a Local Practices Supplement to this Employee Handbook addressing region-specific topics. If you have any questions or concerns about this Employee Handbook or any other policy or procedure, please ask your Supervisor.

We have attempted to include in this Handbook all information that is pertinent; however, it cannot possibly provide a ready answer to every question you might have. When you have a question, be sure to ask your supervisor or ArtStream Executive Director or Director of Finance and Administration for any further information you may need.

Please sign and return the “Employee’s Receipt of Handbook” found in the “Forms” at the end of this Handbook.

Dear ArtStream Staff Team Member,

Welcome to ArtStream!

It is a pleasure to welcome you to ArtStream and to wish you much success in your new position. You are now an important part of an organization that has earned a reputation for serving our community with courtesy, professionalism, and thoughtfulness. You were hired because we believe that you will be a positive addition to our team, and because you have the potential and desire to meet the high standards set by the ArtStream staff team. We hope you will find your work rewarding and stimulating, and that you will enjoy your career at ArtStream.

Our standards are high, and we place particular emphasis on excellent service to our community. Because the ArtStream community (ArtStreamers, families, caregivers, Teaching Artists, volunteers, partner organizations, donors, Board of Directors, and staff) is the lifeblood of ArtStream, they deserve our most courteous and attentive treatment. We thrive because of our teamwork and each employee's positive, empathetic, service-oriented approach to creating programs that will benefit people with intellectual and developmental disabilities (IDDs), including autism.

At ArtStream, we work across the organization to achieve outstanding results. Although you are assigned to a specific position, you will frequently work with a variety of staff, Teaching Artists, and volunteers. We look forward to your participation in our weekly staff meetings and in regular team meetings, and welcome your input and ideas. You will learn how your work helps us accomplish our strategic plan and mission.

One of the most important tools for your success at ArtStream is good communication. Sharing your innovative ideas and suggestions, keeping your colleagues informed about your activities, reading this Handbook, and keeping up with new information will help you and ArtStream become more effective.

To support you in your success we have compiled this Handbook of our general policies, practices, procedures, and benefits. If you have questions that are not addressed by this Handbook, please speak with your supervisor or the Executive Director or Director of Finance and Administration.

ArtStream was founded in Montgomery County in 2005 with this purpose: "To inspire and help heal through various art forms such as theatre, puppetry, visual arts, multimedia, music, and dance." We currently serve people with IDD of all ages throughout the District of Columbia, Maryland, and Virginia, (DMV) and manage over 800 classes, six Inclusive Theatre Companies, and four Cabaret Companies each year. Over the years our mission has been refined as follows:

OUR MISSION:

Through collaborative performance and lifelong learning opportunities, people with intellectual and developmental disabilities gain the skills and confidence to engage with the world.

PHILOSOPHY:

We believe that when people make their own choices and are engaged, stimulated, challenged and inspired, they surpass both their own and others' expectations.

VISION:

To build an inclusive world where everyone can perform their art out.

We remain deeply committed to serving the ArtStream Community throughout the District, Maryland, and Virginia, and to ensuring that ArtStream follows the guiding principles of the *Standards for Excellence* code promulgated by the Standards for Excellence Institute, a set of established benchmarks and procedures used to measure management and ethical accountability in nonprofit organizations. These benchmarks can be found under the section entitled *Code of Ethics and Accountability* in this Handbook. As of January 2022, ArtStream is in the process of becoming accredited under the Standards for Excellence program.

We hope that you will share our enthusiasm and desire to serve the ArtStream Community with continued dedication and professionalism. We are pleased you have joined our team and wish you every success.

Heller An Shapiro
Executive Director

1. WORKPLACE PRACTICES

DRUG-FREE AND ALCOHOL-FREE WORKPLACE

To ensure the high standards necessary to conduct ArtStream’s business, and to comply with the requirements of the Drug-Free Workplace Act of 1988, ArtStream instituted this Drug-Free and Alcohol-Free Workplace policy. ArtStream’s purpose in implementing this policy is to provide a drug-free and alcohol-free workplace in order to ensure a safe, healthy, and productive work environment for all employees. In addition to being concerned about your well-being, there is equal concern that ArtStream’s reputation and image is not compromised in any way. ArtStream employees work as a team and alcohol or drug abuse by one employee may affect and undermine the performance of all ArtStream employees. ArtStream’s policy concerning drug and alcohol use and abuse is as follows:

You must report to work in a fit condition to perform your duties. Being under the influence of drugs or alcohol is not acceptable.

ArtStream prohibits the unlawful manufacture, distribution, dispensing, possession, or use or abuse of illicit drugs, alcohol, or prescription drugs if used in a way that is illegal or counter to published policy on controlled substances in the workplace. The workplace includes ArtStream’s offices, your home office, and all premises used to further our programmatic objectives.

You will not be terminated for voluntarily seeking assistance for a substance abuse problem. However, performance, attendance, or behavioral problems may result in disciplinary actions up to and including termination.

If you are taking physician-prescribed medication, you must notify your supervisor if there is likelihood that such medication could affect your job performance and safety. However, you are not required to give specific details about your medical condition. Additionally, all such information will be maintained in the strictest confidence.

A conviction for drug or alcohol abuse crimes will be considered to be in violation of our substance abuse policy. If you are convicted of such a crime, you are required to report any such conviction to your supervisor. You may be subject to termination or required to submit to a bona fide drug or alcohol abuse rehabilitation program and/or testing. ArtStream will inform appropriate law enforcement authorities of any drug-related crime that occurs in the workplace.

“Drugs” means any substance taken into the body, other than alcohol, which may impair one’s mental faculties and/or physical performance.

“Abuses” means any use of any illegal drug, or use of any drug, including alcohol, over-the-counter or prescription drugs when use is not in conformance with prescription requirements or in circumstances where use is not permitted.

All current employees will be made aware of this policy through distribution of the Employee Handbook.

EQUAL EMPLOYMENT OPPORTUNITY

We are an inclusive workplace that values diversity of background, culture, and thought. We believe that we can best promote excellence by treating all people respectfully and equitably. We do not tolerate harassment or bullying.

ArtStream is committed to providing equal employment opportunities to all employees and applicants for employment. Accordingly, all terms and conditions of employment will be carried out without regard to race, color, religion or creed, national origin or ancestry, pregnancy, sex (including sexual orientation, or gender identity), age (40 or older), marital status, status as an individual with physical or mental disability, veteran status, genetic information, and citizenship, or any other factor protected by federal, state, or local law. ArtStream will not tolerate acts deemed to constitute discrimination or harassment based on these protected factors.

ArtStream's procedure for responding to individual discrimination complaints is guided by the regulations of the Equal Employment Opportunity Commission. These procedures are posted in the shared network drive. Any employee or applicant for employment who believes that unlawful discrimination has occurred must consult with the Director of Finance and Administration within a reasonable period of time following the alleged discriminatory action. If the Director of Finance and Administration is the source of concern, the employee or applicant may contact the Executive Director. The Executive Director or other appropriate staff or board member will then conduct an investigation and advise the employee or applicant of the findings or of any remaining steps that may be taken.

HARASSMENT & DISCRIMINATION POLICY

It is ArtStream's policy to treat all employees and interns with dignity, decency, and respect and to provide a work environment free from harassment and illegal discrimination based on race, color, national origin, religion or creed, national origin or ancestry, sex (including pregnancy, sexual orientation, or gender identity), age (40 or older), marital status, status as an individual with a physical or mental disability, veteran status, genetic information, and citizenship, or any other factor protected by federal, state or local law. No individual should be subjected to harassment or discrimination by another employee, manager, program participant, program partner, or visitor. Through enforcement of this policy and by education of employees, ArtStream will seek to prevent, correct, and discipline behavior that violates this policy.

This policy applies to all work-related settings and activities, whether inside or outside the workplace, and includes, but is not limited to, business trips and business-related social events. ArtStream's property (e.g. telephones, copy machines, computers, and computer applications such as e-mail and Internet access) may not be used to engage in conduct that violates this policy. ArtStream's policy against harassment covers employees and other individuals who have a relationship with ArtStream which enables the organization to exercise some control over the individual's conduct in places and activities that relate to ArtStream's work (e.g. directors, officers, contractors, vendors, volunteers, etc.). Managers and supervisors who knowingly allow or tolerate discrimination, harassment, or retaliation, including the failure to immediately report such misconduct to the Executive Director (or Board Chair), are in violation of this policy and subject to disciplinary action.

Discrimination in general: Discrimination includes unfavorable treatment of an individual with regard to employment actions such as hiring, promotion, termination, compensation, and other terms and conditions of employment based on race, color, religion or creed, national origin or ancestry, sex (including pregnancy, sexual orientation, or gender identity), age (40 or older), marital status, status as an individual with a physical or mental disability, political or religious opinion or affiliation, veteran status, genetic information, citizenship or any other characteristic protected by federal, state or local law.

Harassment, including Sexual Harassment: Harassment includes verbal or physical conduct that threatens, intimidates, coerces, or demonstrates hostility toward another individual based on any protected characteristic. Conduct constitutes harassment where:

- 1) Submission to such conduct is made a term or condition of an individual's employment, either explicitly or implicitly,
- 2) Submission to or rejection of such conduct is used as the basis for decisions affecting an individual's employment, or
- 3) Such conduct unreasonably interferes with an individual's work performance or has the effect of creating an intimidating, hostile or offensive working environment.

Harassing conduct may include, but is not limited to: comments that are offensive or unwelcome regarding a person's national origin, race, color, sex, status as an individual with a physical or mental disability, veteran status, marital status, genetic information, political or religious opinion or affiliation, citizenship status, or any other characteristic protected by federal, state or local law, including epithets, slurs or negative stereotyping; threatening, intimidating or hostile acts, denigrating jokes; and written or graphic materials that denigrate, insult, belittle, or show hostility, aversion, or disrespect toward an individual or group and that is placed on the employer's premises, circulated in the workplace, or generally published in a manner so as to be viewed by co-workers.

Sexual harassment includes unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature, or conduct based on an individual's gender. Sexual harassment may include a range of subtle and not-so-subtle behaviors and may involve individuals of the same or different gender. These behaviors may include, but are not limited to, verbal, nonverbal, and physical behaviors such as: unwanted and unwelcome sexual advances, comments, or requests for sexual favors (this includes repeated, unwelcome requests for dates); sexual jokes and innuendo; verbal abuse of a sexual nature; leering, staring, whistling or touching; insulting or obscene comments or gestures; display in the workplace of sexually graphic objects, pictures/photographs/cartoons, or content in letters, text messages, or social media; unwanted physical contact such as touching, tickling, pinching, patting, brushing up against, hugging, cornering, or kissing; other physical, verbal or visual conduct of a sexual nature; or conduct based on an individual's gender. Courteous, mutually respectful, pleasant, noncoercive interactions between employees that are appropriate in the workplace and acceptable to and welcomed by both parties are not considered to be harassment, including sexual harassment.

Complaint Procedure: ArtStream encourages individuals who believe they are being subjected to harassment or discrimination to address the issue, regardless of the alleged offender's identity or position. ArtStream has established the following procedure (which includes a prohibition on retaliation described below) to facilitate the investigation and resolution of claims of harassment or discrimination:

- 1) If they are comfortable doing so, the individual affected should politely but firmly advise the offender that his or her behavior is unwelcome and request that it stop immediately. The offender may not realize that his or her behavior is offensive and often this action alone will end the unwelcome advances or behavior. However, it is not necessary for an individual to speak directly to the offender if he or she feels uncomfortable or believes that negative employment consequences may result.
- 2) If for any reason an individual does not wish to address the offender directly, or if such action does not end the offensive conduct, the individual should notify the Director of Finance and Administration or the Executive Director of the offensive conduct. If the alleged wrongdoer is the Executive Director, the individual should report the conduct to a member of the Board. Any complaint of harassment or discrimination received by any member of management must be reported to the Executive Director, or if

the allegation is against the Executive Director, to the Chair of the Board.

Investigation: The Executive Director will conduct an investigation of the complaint. To the extent possible, the complaints, interviews with colleagues, and any documents discovered or generated during the investigative process, will remain confidential. The results of the investigation will be reported to the Board Chair, who will then determine a course of action. The response can include various kinds of disciplinary action, up to and including termination. Upon completion of the investigation, ArtStream will inform the employee who made the complaint of the results of the investigation.

If the alleged wrongdoer is the Executive Director, the Board will establish a committee to investigate the complaint and determine a course of action. The committee will be charged with initiating the investigation, conducting at least the initial investigation, and determining a response or course of action within a reasonable period of time. ArtStream will conduct follow-up interviews to determine that the appropriate steps were taken and the issues were resolved. In cases involving the Executive Director, the Board should consider engaging independent counsel in this process.

Prohibition of Retaliation: Retaliation against any individual who, in good faith, opposes harassment or discrimination, files a complaint, testifies or participates in an investigation of a claim of harassment or discrimination is prohibited and will be subject to disciplinary action. Acts of retaliation should be reported immediately to the Director of Finance and Administration or the Executive Director.

Consequences for Violations: We consider harassment, discrimination or retaliation to be an act of misconduct and subject to appropriate disciplinary action, up to and including termination of employment. False and malicious complaints of harassment, discrimination or retaliation may be the subject of appropriate disciplinary action. On the other hand, an employee will not be disciplined merely because the complaint is found to be without merit.

EMPLOYEE DATING POLICY

Objective

ArtStream believes that the maintenance of clear boundaries between employees' personal and professional interactions is necessary for establishing and maintaining effective business operations and a productive work environment. This policy does not prohibit the development of friendships or romantic relationships between co-workers. It does, however, establish guidelines for how relationships are to be conducted during working hours and within the working environment.

Supervisors and managers are subject to more stringent requirements under this policy given their unique positions as role models, their access to sensitive information, and their influence over the employment of individuals in subordinate positions.

This policy does not preclude or interfere with the employee rights and protections established by the National Labor Relations Act or any other relevant statute concerning employee relationships.

Procedures

1. When on company premises, whether during working or nonworking hours (nonworking hours including lunches, breaks, and before and after work periods), employees are expected to maintain an appropriate workplace manner that does not interfere with the overall productivity of themselves or others and that does not offend or place other workers in an uncomfortable position.

2. Employees are strictly prohibited from engaging in physical contact that would in any way be deemed inappropriate for the workplace while on company premises, whether during working hours or not.
3. Employees who allow personal relationships to adversely affect the work environment will be subject to ArtStream's disciplinary policy. Failure to change behavior and maintain expected workplace performance will be viewed and dealt with as a serious disciplinary matter.
4. Employee conduct outside of working hours and the working environment is generally regarded as private, given that such conduct does not adversely affect the work environment. Romantic or sexual relationships between supervisors and subordinates are considered an exception to this principle.
5. Any supervisor, manager, or director in a sensitive or influential position within ArtStream must disclose the existence of any romantic or sexual relationship with another employee. Disclosures may be made either to the individual's supervisor or to the Director of Finance and Administration or the Executive Director. ArtStream will review the specific circumstances surrounding the relationship to determine whether any conflict of interest or potential risk exists.
6. When a conflict of interest or potential risk due to a supervisor's relationship with a co-worker is identified, ArtStream will work with the parties involved to determine a reasonable and mutually agreeable solution. The initial solution may be to ensure the parties no longer work together in situations where one is able to influence or act on behalf of the other. Matters such as hiring, firing, promotions, performance management and evaluation, compensation decisions, and financial transactions may require reallocation of duties to resolve any conflicts of interest. Some cases may necessitate other measures such as the transfer of one of both parties to other positions or departments. If one or both parties refuse to accept a reasonable solution, such refusal will be viewed as a voluntary resignation.
7. Failure to cooperate with ArtStream to resolve a conflict-of-interest problem resulting from the existence of a romantic or sexual relationship between co-workers in a mutually agreeable fashion may be deemed insubordination and result in disciplinary action up to and including termination.
8. This policy applies regardless of the sexual orientation of the parties involved.
9. Where doubt exists as to the specific meaning of the terms used above, employees should make judgements based on the overall spirit and intent of this policy.
10. Any questions or concerns about the administration of this policy should be addressed to the Director of Finance and Administration or the Executive Director.

CONFLICT OF INTEREST POLICY

Application of Policy

This policy applies to staff and certain volunteers of ArtStream. All staff are expected to annually complete and sign ArtStream's conflict of interest questionnaire. A volunteer is covered under this policy if that person has been granted significant independent decision-making authority with respect to financial or other resources of the organization. Persons covered under this policy are hereinafter referred to as "interested parties."

Conflict of Interest

A conflict of interest may exist when the interests or concerns of an interested party may be seen as competing with the interests or concerns of ArtStream. There are a variety of situations which raise conflict of interest concerns including, but not limited to, the following:

Financial Interests - A conflict may exist where an interested party, or a relative or business associate of an interested party, directly or indirectly benefits or profits as a result of a decision or transaction entered into by ArtStream. Examples include situations where:

- ArtStream contracts to purchase or lease goods, services, or property from an interested party or a relative or business associate of an interested party;
- ArtStream purchases an ownership interest in or invests in a business entity owned by an interested party or by a relative or business associate of an interested party;
- ArtStream offers employment to an interested party or a relative or business associate of an interested party, other than a person who is already employed by ArtStream;
- An interested party or a relative or business associate of an interested party is provided with a gift, gratuity, or favor of substantial nature from a person or entity which does business or seeks to do business with ArtStream;
- An interested party or a relative or business associate of an interested party is gratuitously provided use of the facilities, property, programs, or services of ArtStream.
- All employees should exercise care to ensure that they are not using their position to improperly influence or intervene to advocate for an interested party or a relative or business associate of an interested party that is receiving services (or on a waiting list to receive services).

Other Interests - A conflict may also exist where an interested party or a relative or business associate of an interested party obtains a non-financial benefit or advantage that he/she would not have obtained absent his/her relationship with ArtStream, or where his/her duty or responsibility owed to ArtStream conflicts with a duty or responsibility owed to another organization. Examples include:

- An interested party seeks to obtain preferential treatment by ArtStream for her/himself, a relative, or business associate.
- Due to the nature of the work of ArtStream, it is possible and even probable that board members or staff members may be in a position where their family members receive services from ArtStream. Typically, an employee should not work directly in the program where his/her family member is receiving services.
- All employees should exercise care to ensure that they are not using their position to improperly influence or intervene to advocate for a member of their family that is receiving services (or on a waiting list to receive services).
- An interested party seeks to make use of confidential information, as defined in our Confidentiality Policy, obtained from ArtStream for her/his own benefit or for the benefit of a relative, business associate, or other organization; or
- An interested party seeks to take advantage of an opportunity or enables a relative, business associate or other organization to take advantage of an opportunity which s/he has reason to believe would be of interest to ArtStream.

- Outside employment/volunteer or management position/board role/political office that would materially encroach on an employee's obligation to their position, compete with ArtStream's activities or involve ArtStream's equipment, supplies, facilities, or staff, or imply ArtStream's sponsorship or support of these positions.

Disclosure of Actual or Potential Conflicts of Interest

An interested party is under a continuing obligation to disclose any actual or potential conflict of interest as soon as it is known or reasonably should be known.

An interested party shall complete a questionnaire, in the form attached hereto, to fully and completely disclose the material facts about any actual or potential conflicts of interest. The disclosure statement shall be completed upon his/her association with ArtStream and shall be updated annually thereafter. An additional disclosure statement shall be filed at such time as an actual or potential conflict arises.

In the case of staff or volunteers with significant decision-making authority, the disclosure statements shall be provided to the Executive Director. The Executive Director's disclosure statement shall be provided to the Chair of the Board.

The Director of Finance and Administration shall file copies of all disclosure statements with ArtStream's official corporate records.

Procedures for Addressing Conflicts of Interest - Specific Transactions

Where an actual or potential conflict exists between the interests of ArtStream and a member of the staff or of the volunteer team with respect to a specific proposed action or transaction, ArtStream shall refrain from the proposed action or transaction until such time as the proposed action or transaction has been approved by the Executive Director. The following procedures shall apply:

A member of the staff or volunteer team who has an actual or potential conflict of interest with respect to a proposed action or transaction of ArtStream shall not participate in any way in, or be present during, the deliberations and decision making of ArtStream with respect to such action or transaction. The interested party may, upon request, be available to answer questions or provide material factual information about the proposed action or transaction.

The Executive Director may approve the proposed action or transaction upon finding that it is in the best interests of ArtStream. The Executive Director shall consider whether the terms of the proposed transaction are fair and reasonable to ArtStream and whether it would be possible, with reasonable effort, to find a more advantageous arrangement with an entity that is not an interested party. Under certain circumstances, the Executive Director may also involve the Board of Directors in situations which are particularly complex or involve significant dollar amounts.

The Executive Director shall provide written documentation that the conflict disclosure was made, the decision made and, where applicable, the abstention from the decision process by the interested party. This documentation shall be provided to the Chair of the Board and filed by the Director of Finance and Administration with ArtStream's official corporate records.

Violations of Conflict of Interest Policy

If the board of directors has reason to believe that an interested party has failed to disclose an actual or potential conflict of interest, it shall inform the person of the basis for such belief and take the appropriate action.

If, after hearing the response of the interested party and making such further investigation as may be warranted in the circumstances, the board determines that the interested party has in fact failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

GIFTS TO STAFF POLICY

Who is covered by this policy:

ArtStream employees, interns, and volunteers acting in their official capacity with ArtStream. Hereafter referred to as “employees/volunteers.”

To avoid conflict of interest or the appearance of a conflict of interest, our employees/volunteers shall not accept gifts from vendors, suppliers, customers, potential employees, potential vendors or suppliers, or any other individual or organization.

ArtStream requires that all employees/volunteers demonstrate our organization’s commitment to treating all people and organizations with whom we come into contact or conduct business impartially. ArtStream employees/volunteers demonstrate the highest standards of ethics and conduct. Employees/volunteers practice and demonstrate equal treatment, unbiased professionalism, and non-discriminatory actions in relation to all vendors, suppliers, customers, employees, potential employees, potential vendors or suppliers, and any other individual or organization.

Gift Policy Standards and Requirements

1. Gifts that are offered by vendors, suppliers, customers, potential employees, potential vendors and suppliers, or any other individual or organization, valued at \$25 or more, will be declined wherever possible. If the employee/volunteer is not able to decline (i.e. the gift is mailed to the office or it would be impolite), the gift shall be shared or offered for raffle to all employees.
2. This policy includes vendor or potential vendor or supplier-provided entertainment such as sporting events, unless all ArtStream employees/volunteers are invited to participate in the same benefit.
3. Individual employees/volunteers shall decline courtesy discounts for products/services unless those are offered to the entire organization.

Gift Policy Exceptions:

1. Exempted from this policy are gifts such as t-shirts, pens, trade show bags and all other trinkets that employees obtain, as members of the public, at events such as conferences, training events, seminars, and trade shows that are offered equally to all members of the public attending the event.
2. Exempted are cards, thank you notes, certificates, or other written or hand made forms of thanks and recognition.
3. Exempted are meals where ArtStream staff are the invited guest of an individual or organization, where the meal is shared in the context of ordinary business or business development.

If an employee/volunteer or department receives a gift:

1. If it is feasible, the gift is to be declined or returned to the vendor.
2. If it is not feasible to decline or return the gift, the gift must be shared or raffled (with no fee to participate in such drawings) to all employees/volunteers.
3. Plants or flowers will be displayed in the lobby, or at another central location where all employees/volunteers may enjoy their presence.
4. Gifts of food are deemed to belong to the entire organization, even if they are addressed to a single employee/volunteer. Employees/volunteers may not take a food gift home unless it would otherwise spoil. Food gifts must be shared with and distributed to all employees/volunteers, during normal working hours, in central, worksite locations.
5. If any employee/volunteer has questions about and/or needs clarification regarding any aspect of this policy, the employee/volunteer should check with his or her supervisor. If the supervisor is uncertain, ArtStream's Executive Director is the arbiter of the gift policy to ensure consistent employee/volunteer treatment across the company. Any exceptions to the gift policy may be made only with the permission of the Executive Director.

REASONABLE AND RELIGIOUS ACCOMMODATIONS POLICY

ArtStream is committed to providing individuals with disabilities, including those caused or contributed to by pregnancy, with reasonable accommodations that will permit them to perform the essential functions of a position, to the extent that the accommodations do not pose an undue hardship to ArtStream and the individual is able to perform the essential functions of the job safely.

It is ArtStream's policy, without limitation, to:

1. Ensure that qualified individuals with disabilities are treated in a nondiscriminatory manner in the preemployment process and that employees with disabilities are treated in a nondiscriminatory manner in all terms, conditions, and privileges of employment.
2. Keep all medical-related information confidential in accordance with the requirement of the Americans with Disabilities Act (ADA) and retain such information in separate confidential files.
3. Provide applicants and employees with disabilities with reasonable accommodation, except where such an accommodation would create an undue hardship on ArtStream.
4. Notify individuals with disabilities that ArtStream provides reasonable accommodation to qualified individuals with disabilities by including this policy in ArtStream's Employee Handbook, and by posting the Equal Employment Opportunity Commission's requirements on not discriminating against individuals with disabilities in a prominent location in the office or electronically on the shared intranet.

Individuals who need accommodation for a disability or pregnancy, which may include leave, to perform the essential functions of a job should submit a written request to the Director of Finance and Administration and, if possible, propose accommodations that they believe will be effective. On receipt of an accommodation request, the Director of Finance and Administration, or his/her designee, will meet with the requesting individual to discuss and identify the precise limitations resulting from the disability and the potential accommodation that ArtStream might make to help overcome those limitations. ArtStream will explore whether the proposed or other reasonable accommodations can be made without undue hardship. The availability of these or any other accommodation will depend on the circumstances. Medical documentation may be required as part of this interactive process.

Additionally, ArtStream will also endeavor to accommodate the sincere religious beliefs or policies and practices that may conflict with things such as work schedule, dress policy, or any other aspects of employment to the extent such accommodation does not pose an undue hardship for ArtStream. If you wish to request such an accommodation, please submit a written request to the Director of Finance and Administration.

Requests for accommodation will be evaluated and an effort will be made to provide reasonable accommodations that take into account ArtStream's financial and personnel resources, and the impact on the ability of other employees to perform their duties. ArtStream may, in some cases, agree to an accommodation on a trial basis and, in all cases, reserves the right to reevaluate accommodations if, in practice, they result in undue hardship on ArtStream or, in the case of accommodations for a disability, give rise to demonstrated safety risks.

2. ABOUT YOUR JOB

ArtStream employees are guided by the *ArtStream Code of Ethics and Accountability*. A copy is attached in *Section 9. Code of Ethics* for your review.

CONFIDENTIALITY

ArtStream considers certain information to be confidential and/or proprietary. According to ArtStream's Code of Ethics and Accountability, "*Only information deemed public knowledge may be shared or discussed outside ArtStream, unless specifically authorized to do so by the Executive Director and/or the Chair of the Board. Except as part of their official duties, Board and Staff Members shall not share, copy, reproduce, transmit, divulge or otherwise disclose any confidential information related to the affairs of ArtStream, and Board and Staff Members will uphold the strictest confidentiality regarding any information discussed at meetings or any other deliberations and communications. Questions regarding the confidential nature of ArtStream information or documents shall be directed to the Executive Director or Chair of the Board.*"

Confidential information includes, in whatever form, written or otherwise, all information concerning people with IDD who are current, former or prospective participants in any ArtStream Program, including their family members or caretakers, or concerning any ArtStream former, current or prospective volunteer, Teaching Artist, donor or employee, except to the extent such information is generally available to the public, including information made generally available to the public by ArtStream. Confidential Information also includes, without limitation, any materials, including scripts or musical compositions, and curricula developed as work-for-hire specifically contracted by ArtStream.

Upon termination of employment for any reason whatsoever, the employee shall return to ArtStream all books, records, lists, and other written, typed, or printed materials, and any computer equipment, computer software, participant information, including contact information, and shall delete electronically stored information, whether furnished by ArtStream or prepared by the employee, which contain any Confidential Information of ArtStream, proprietary information relating to ArtStream, its business, or its current or former participants. In addition, the employee expressly promises neither to make any copies of such materials during the term of his or her employment (except as reasonably necessary in the performance of employee's job) nor to retain any copies of such materials after termination of employment without the prior written consent of the Executive Director of ArtStream.

Employee shall not, directly or indirectly (through a third party), disclose to any person, corporation, or other entity, other than as authorized by the owner, any contact information (including but not limited to phone number, email address, and mailing address), unless compelled to use or disclose this Contact information by law.

Employee shall not, directly or indirectly (through a third party), disclose to any person, corporation, or other entity, any personnel actions regarding other employees to which you have access as a result of your job duties, such as promotions, demotions, terminations, personnel controversies, compensation, payroll data, performance appraisals, personal information of an embarrassing nature or that an employee specifically requested be kept confidential; certain legal advice, opinions, and documents; information related to ArtStream's operations that are not generally available to the public. If you are not sure if the information you are handling is confidential, consult the Director of Finance and Administration or the Executive Director.

ArtStream does not seek to regulate or infringe upon the right of non-management employees to communicate among themselves or with interested parties about their terms and conditions of employment. Nothing in this policy should be read as in any way limiting such employee rights.

When discussing or transmitting confidential information, please follow these guidelines:

- Do not reveal any confidential information except under the direction and with the approval of your supervisor;
- Make sure that confidential information is properly marked and secured before transmittal;
- Ensure that the recipient of the confidential information has a legitimate need to know the information;
- Avoid displaying confidential data where it can be easily observed, including on your computer screen, and lock your computer screen when you are not at your desk;
- Immediately inform your supervisor of the loss of any confidential data;
- Limit reproduction and distribution of such information;
- Secure confidential documents in locked cabinets or containers when not in use; and
- Make sure that you properly dispose of all confidential information.

Do not remove any confidential information from ArtStream's office without specific authorization to do so. Before you leave employment at ArtStream, return all confidential and sensitive information directly to your supervisor.

OWNERSHIP OF MATERIAL

All information that you write, develop, receive, or compile, including but not limited to publications, articles, speeches, reports, videos, manuals, etc., (excluding curricula, scripts, or musical compositions written by the employee for use in a classroom or performance) during the performance of your duties at ArtStream automatically becomes property of ArtStream, whether or not it is written, developed, or compiled in your home or in our offices, and whether done during business hours or during other time.

An exception to this policy is made for ownership of all intellectual property rights in connection with any original material created by a Teaching Artist for use in a classroom or performing company. This "Joint Intellectual Property" will be shared equally by the Teaching Artist and ArtStream, Inc. The parties agree not to file any patent, trademark, or copyright applications relating to the Joint Intellectual Property, without first notifying the other party. Notwithstanding anything else contained herein, in the event the Teaching Artist uses the Joint Intellectual Property, the Teaching Artist must provide

attribution to ArtStream using the following language: "Original material commissioned by ArtStream, Inc." In the event ArtStream uses the Joint Intellectual Property, ArtStream will provide attribution to the Artist using the following language: "Original [script/composition/direction] by [*name of Artist*]."

CONSULTING AND HONORARIA

If you are asked to consult with others or to speak at a conference and have been invited because you represent ArtStream, you must obtain prior approval from the Executive Director. All monetary compensation you earn as a representative of ArtStream shall be paid to ArtStream. This includes, but is not limited to, compensation paid for speaking engagements, written work, and attendance at events.

OUTSIDE BUSINESS INTERESTS

You may have outside business interests, volunteer commitments, or outside employment so long as it does not interfere with your job performance, including any required overtime, or otherwise create a conflict of interest or an appearance of a conflict of interest. Improper outside business activities include but are not limited to: working for a competing organization or business; using ArtStream's time, supplies, staff, facilities, or equipment to engage in another business or occupation; and, engaging in an outside business activity which results in you losing time from work, presents the appearance of a conflict, or distracts you from performing satisfactorily.

PERSONAL BELIEFS AND PARTISAN POLITICAL ACTIVITY

ArtStream recognizes that you may hold a wide range of personal beliefs, values, and commitments. These beliefs, values, and commitments are a conflict of interest only when they prevent you from fulfilling your job responsibilities, if you attempt to use ArtStream's time and facilities for furthering them, if you harass others for beliefs that are different from your own, or if you continue to attempt to convince others of your personal beliefs after you have been asked to stop.

As an employee of a 501(c)(3) tax-exempt organization, you may not use your organizational authority to coerce or attempt to command or advise another employee to pay or contribute anything of value for political purposes. You may not directly or indirectly use, or allow any other person to use, any of the resources of ArtStream for political purposes nor may ArtStream attempt to influence elections by promoting a specific party or candidate. Employees may not use ArtStream's name to imply in any way that ArtStream supports a candidate or party.

As an employee of ArtStream you must comply with the Board-approved advocacy statement (Approved March 23, 2020):

ArtStream shall not (a) advocate on matters which may appear on the ballot, (b) carry on propaganda or otherwise attempt to influence legislation or the outcome of any specific public election, (c) support individual candidates for elective office or (d) carry on, directly or indirectly, any voter registration drive. ArtStream may participate in a group event conducted by a nonpartisan local or national organization on behalf of a nonpartisan arts or disability-related issue, e.g.: general funding for arts or disability organizations, programming, or services.

WHISTLEBLOWING

Policy on Reporting Improprieties, Fraudulent or Dishonest Conduct (approved February 12, 2019)

ArtStream's Board of Directors and staff are primarily responsible for safeguarding ArtStream's resources by (i) establishing and maintaining sound internal controls designed to detect and deter potential misuse of resources; (ii) taking action to minimize financial loss when misuse occurs; and (iii) correcting abuse. This Policy is intended to encourage and enable employees and others to raise serious concerns within the organization prior to seeking resolution outside the organization.

As further set forth herein, ArtStream will investigate any possible impropriety or fraudulent or dishonest use or misuse of ArtStream's resources or property by board, staff, or program participants (including, but not limited to, teaching artists, students, performers, and volunteers).

All members of the ArtStream board, staff, and stakeholder community are to report possible fraudulent or dishonest conduct (including but not limited to financial improprieties or misuse of ArtStream's resources) confidentially to the Executive Director. If for any reason an individual finds it difficult to report his or her concern to the Executive Director, the individual can report it directly to the Board Chair or Board Vice President.

The following is a non-exhaustive list of the types of improprieties that should be reported:

- Forgery or alteration of documents;
- Pursuit of a benefit or advantage in violation of ArtStream's conflict of interest policy;
- Misappropriation or misuse of ArtStream's resources, such as funds, supplies, other assets;
- Acts that violate ArtStream's Policies and Procedures as set forth in the Employee Handbook;
- Authorizing or receiving compensation for goods not received, services not performed or hours not worked; and
- Fraudulent financial reporting.

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.

Upon receipt of a complaint, ArtStream's Executive Director and/or Board Chair will conduct a thorough investigation of a suspected occurrence of impropriety, fraudulent or dishonest conduct. Based on the result of the investigation, ArtStream may take appropriate action including, but not limited to, termination or dismissal. Additionally, when warranted, ArtStream will pursue civil recourse and assist with criminal prosecution.

No retaliatory organizational action will be taken against those who report truthful information about the commission or possible commission of any offense, even if the person incorrectly believes that a violation has occurred. Any complaint of retaliation will be promptly investigated and appropriate corrective measures taken if allegations of retaliation are substantiated. This protection from retaliation is not intended to prohibit supervisors from taking action, including disciplinary action, in the usual scope of their duties and based on valid performance-related factors.

PERSONNEL RECORDS

Federal and state law requires ArtStream to keep certain employee records on file for specific lengths of time. The Director of Finance and Administration confidentially maintains these records in your official personnel file.

Personnel records are the property of ArtStream. You may not view, alter, remove, add, or replace any documents in your file. You may not view the personnel records of any other employee, unless you are the Director of Finance and Administration, the Executive Director, or the direct supervisor of the employee whose records you wish to access.

Please help us keep these files up-to-date by informing us of any changes in your marital status, address, number of dependents, insurance beneficiary, telephone number, and who to notify in the event of an emergency. Such information is critical to ensure that we are able to administer our benefits and health insurance in an accurate and timely manner.

BACKGROUND CHECKS

ArtStream may conduct background checks on job applicants and employees concerning references and prior employment, as well as educational, criminal, and credit history, to the extent permitted by federal, state, and local laws. ArtStream will determine the nature and scope of the background check. The background check will be consistent with the needs of the job applicant's or employee's position.

ArtStream will ask job applicants or employees to sign a consent form authorizing ArtStream to conduct a background search. If job applicants or employees refuse to sign the consent form, ArtStream may no longer consider job applicants as candidates for employment or employees may be subject to discipline, up to and including termination. If ArtStream discovers that job applicants or employees falsified or omitted information on consent forms, job applicants may be denied employment and employees may be subject to discipline, up to and including termination.

HOURS OF WORK AND OVERTIME

The standard workday is eight hours, including lunch. To accommodate program needs ArtStream has instituted a flextime program in which each employee has the option of choosing your preferred schedule, subject to the requirements, coverage, and workloads of the organization. All nonexempt employees are still entitled to overtime under a flextime schedule if you work over 40 hours per week. A compensatory time policy for exempt employees is detailed in Section 3. Leave Policies.

REMOTE WORKING

What Is Remote Work?

Remote Work is a work arrangement for employees to perform some work duties at home or at an alternate worksite away from the office. It is a voluntary work practice that combines flexibility in the workplace and working hours utilizing appropriate technology and may be utilized on a regular schedule or periodically with approval. It is not a substitute for child or elder care. It is a privilege, not a benefit or employee right. Participation will be subject to meeting certain eligibility and selection criteria as set forth in this policy.

Work performed by employees who work remotely must be of the same quality away from the office as that done in the office. Employees must possess the skills, experience, and work habits to enable them to carry out job tasks with limited direct supervision. The location of the workplace does not change the job; it changes the environment in which the job is performed. The opportunity for remote work does not supersede other existing policies, practices, and procedures established by ArtStream.

Who Is Eligible?

The following eligibility requirements for remote work must be met when employees are working remotely:

- ❑ Flexibility of the job – The tasks required of the employee’s position should not depend on where the job is performed. Jobs that require specialized equipment or employee presence in the office are not eligible for remote work.
- ❑ Home office, alternate location, and schedule – Employees must have a dedicated work area at home or other suitable location, with a secure internet connection, and consistent access to email, the Teams site, the Teams phone, and Zoom.
- ❑ Able to complete the job utilizing virtual meeting technology in order to facilitate job-related communications with internal and external colleagues

Work Schedule

Eligible employees are responsible for setting their work hours, getting supervisor approval, and adhering to the agreed upon schedule.

Equipment and Software

Employees who work remotely are expected to maintain and secure ArtStream equipment and software as they would in the office. Software used by an employee is subject to the same restrictions on duplication and unauthorized use as software used in the office.

Employees who work remotely should have no expectation of privacy, and ArtStream reserves the right to monitor the use and activities of the employee working remotely regarding ArtStream hardware, software, and work done by the employee. Any violation of ArtStream computer and software policy while a remote employee, whether by accident or by design, may cause ArtStream to terminate the employee, to terminate the employee's eligibility to work remotely, or to initiate other disciplinary action. Employees are responsible for safeguarding and securing all property being used at home or on business travel.

Computer data files produced in the course of your work are the property of ArtStream. They should be organized and maintained in a manner that facilitates retrieval by others in the event such access is needed. All files should be stored on ArtStream’s file server for ready access by other staff.

Expenses and Reimbursement

In order to establish the communication link with ArtStream, appropriate communications devices must be available, including at a minimum, secure internet connection. The following remote work expenses are the responsibility of the employee working remotely and may not be reimbursed:

- ❑ Monthly connectivity fees for data, voice, and internet for employees who work remotely (ArtStream may cover an increase in the internet fee to obtain a needed increase in internet speed or bandwidth during the period you are working from home.)
- ❑ Rental of space or utility costs within the employee's residence
- ❑ Modifications or renovations to the home, workspace, or furniture acquisition
- ❑ Employee home utility costs increased due to working remotely

Roles and Responsibilities

Responsibilities of the Employee who Works Remotely

The primary responsibility of the employee who works remotely does not differ from that of any other employee – to perform the work for which the employee is qualified and was hired to do. Employees who work remotely are responsible for the following:

- ❑ Completing the *Remote Work Agreement Form* and updating it annually
- ❑ Maintaining close communication with the ArtStream staff team, and responding to email, text, Teams, Zoom, or phone during normal business hours
- ❑ Cooperating with electronic monitoring of work when necessary
- ❑ Protecting ArtStream’s intellectual property, proprietary and/or confidential information, and all work performed within the scope of their employment

Supervisor Responsibilities

The relationship between the employee who works remotely and their supervisor is a key element of the program's success. While individual reporting procedures may vary, the most important element of the supervisory relationship is mutual understanding and agreement of the job's requirements, expectations, and accomplishments. Both the employee and the supervisor are responsible for maintaining a professional relationship that includes good supervision, high productivity, and shared expectations. Regular and consistent feedback is necessary to meet and achieve those expectations. Communication between the employee who works remotely and the supervisor must be maintained at the highest level.

Monitoring

The employee who works remotely is held to the same standard of performance as employees who work in the office.

Taxes

The ArtStream Remote Work Program does not fit the IRS description of a personal business, a small business, or an entrepreneurial endeavor. Further, those working at home may not be eligible for home office deduction. Employees who work remotely simply perform ArtStream’s work at home. Consequently, employees who work remotely should have no zoning or tax implications, which typically confront individuals who operate a personally-owned business from their residence.

However, because of the variety of jurisdictions where ArtStream employees live, employees who work remotely are encouraged to consult their own tax advisors for specific questions they may have. Those who live in condominiums, apartments, or neighborhoods with homeowner associations should check their resident association rules for any restrictions. The employee who works remotely is responsible for any additional tax consequences associated with remote working.

Health and Safety

Employees who work remotely assume personal responsibility for maintaining a home working environment that takes into consideration both personal health and safety of equipment. Employees are responsible for maintaining a designated work location that meets OSHA safety rules for the workplace including the following-- a working smoke detector, a working fire extinguisher, clear unobstructed exits, adequate electrical circuitry, appropriate furniture, and an area clear of hazards that could cause falls.

They are responsible for having appropriate furniture and space for their work and equipment. Employees who work remotely must ensure that their workstations comply with applicable electrical codes for the equipment provided and observe appropriate safety measures in using electrical power sources (adequate wiring; cables in good condition, positioned out of traffic and spill areas; the use of surge protectors; etc.). Employees who work remotely must complete the *Home Office Checklist*. The checklist will be kept in the employee’s personnel file.

SMOKING POLICY

To protect the health and safety of all employees, smoking is prohibited within the confines of the office building or other office space used for ArtStream business, including while driving an ArtStreamer (according to the *Driving Policy*). Smoking is permitted in designated locations near the office building.

The term ‘smoking’ is defined here as the use of tobacco cigarettes or electronic cigarettes which are non-lighted, noncombustible electronic devices that deliver nicotine or other substances in vaporized form to the individual inhaling from the device. Electronic cigarettes are also referred to as e-cigarettes, e-cigs, e-vaporizers, vapes, vape pens, e-hookahs, or electronic nicotine delivery systems.

PERSONAL APPEARANCE

Many visitors come to our office or programs or visit with staff through online portals. Staff regularly visit classrooms and program partners. Accordingly, it is important to maintain a business-like appearance, avoiding extremes in attire in the office and while serving our clients in the community. Employees are expected to be neat, well-groomed, and to dress appropriately. The key guideline: Dress in a manner that reflects well on our organization.

Certain attire is prohibited in the office and when participating in programs. Unprofessional, torn, dirty, or frayed clothing is unacceptable, as is clothing that has words, terms, or pictures that may be offensive to others. You may wear casual clothing as needed for program-related activities such as load-in/load-out or other performance-related tasks. If you are uncertain whether a garment or outfit is professional or appropriate, please contact your supervisor.

WEAPONS POLICY

ArtStream prohibits employees and non-employees, whether licensed to carry concealed handguns or not, from carrying such weapons on the premises of ArtStream and its classroom/rehearsal or performance spaces. This prohibition is extended to employees who have licenses to carry concealed weapons from keeping such weapons in personally owned vehicles parked on the employer’s premises.

VIOLENCE IN THE WORKPLACE

The safety and security of all employees is of primary importance at ArtStream. Threats, threatening and abusive behavior, or acts of violence against employees, visitors, participants, or other individuals or their property by anyone in ArtStream office or program locations will not be tolerated. Violations of this policy will lead to corrective action up to, and including, termination and/or referral to appropriate law enforcement agencies for arrest and prosecution. ArtStream reserves the right to take any necessary legal action to protect its employees.

Any person who makes threats, exhibits threatening behavior, or engages in violent acts on ArtStream’s premises shall be removed as quickly as safety permits and shall remain off ArtStream’s premises until an investigation has been completed. Following the investigation, ArtStream will initiate an immediate and appropriate response. This response may include, but is not limited to, suspension and/or termination of any business or employment relationship, reassignment of job duties, and/or criminal prosecution of the person or persons involved.

The safety of our workplaces also relies on its employees. You are responsible for notifying management of any threats that you witness or receive or that you are told another person witnessed or received. Even without a specific threat, you should report any behavior you have witnessed that may be regarded as potentially threatening or violent or which could endanger the health or safety of an employee, contractor, or participant if the behavior has been carried out on an ArtStream-controlled site or is connected to ArtStream's employment, programs, or business. You are responsible for making this report regardless of the relationship between the individual who initiated the threatening behavior and the person or persons being threatened. ArtStream understands the sensitivity of the information requested and will do its utmost to maintain the confidentiality of such information in order to respect the privacy of the reporting employee.

ATTENDANCE

Punctuality and regular attendance by all employees is important to meeting our service and quality goals. ArtStream therefore expects regular and prompt attendance. This means that you are required to be at meetings or program activities on time each day that you are scheduled or required to work.

If you must be absent from or late to work, you must notify your supervisor as far in advance as possible to inform him or her of the reason for your lateness or absence and state when you expect to return to work. If your supervisor is unavailable, you must speak with the Executive Director or another supervisor directly. If your absence is for longer than one day, you must call ArtStream on each day that you are absent unless other arrangements have been made with your supervisor or the Executive Director. Be sure to get the name of the person with whom you speak so that you will be able to verify that you called.

Satisfying the above requirements does not necessarily excuse your absence or lateness. If your absence is due to illness, we reserve the right to require written medical authorization verifying the nature of the illness, its duration, and your ability to return to work. We may also, at our option, verify this information by inquiries or by physical examination by a physician of our choice and at our expense as permitted by applicable law. Any employee absent for three or more scheduled work days must submit the above-mentioned medical authorization before a return to work will be permitted.

Frequent, excessive or pattern tardiness and absenteeism, as well as frequent leaving work early, may jeopardize your continued employment. ArtStream may issue oral or written warnings, put you on probation, suspend, or terminate your employment in our discretion. If you fail to call in for two consecutive work days, you will be deemed to have voluntarily resigned your employment.

Please remember that nothing in these policies alters your "at-will" employment with ArtStream as described elsewhere in this Handbook.

3. LEAVE POLICIES

PAID TIME OFF

ArtStream provides all full-time, full-year employees with paid time off (Paid Time Off, also known as PTO) in lieu of traditional benefits of paid vacation, personal days, and sick days. PTO may be taken by eligible employees, with prior supervisory approval, at such times and in such increments as best accommodates each employee's schedule and that of the employee's supervisor.

This Leave Policy is written to comply with applicable local and state leave policies. Should there be any conflict with any local, state or federal laws, the applicable laws will govern.

PTO Accrual

PTO is intended to allow employees paid time off from work for reasons such as vacation, personal illness, family illness, medical appointments, religious or ethnic holidays, or personal or family commitments. Employees who are absent from work for any reason are required to take any accrued but unused PTO before taking unpaid time off.

PTO cannot be used until it is accrued. Employees are responsible for monitoring and taking their PTO over the course of the calendar year so that they do not lose time accrued when the current calendar year ends.

All full-time employees who work at least 40 hours per workweek will accrue PTO from the date of hire according to the following schedule:

Paid Days of Leave	Years of Service	Accrual Rate
15 days (120 hours)	Date of hire through the end of year 1	4.62 hours per pay period
20 days (160 hours)	Years 1-4	January 1
25 days (200 hours)	Years 5 and beyond	January 1

Leave accrual for part-time employees is calculated on a prorated basis. Leave for contract employees is determined by their contract.

All PTO accrued in a pay period vests and is available to employees for use at the conclusion of each pay period. All PTO accrued January 1 vests and is available to employees for use starting January 1 of that year, with the exception of terminating employees who will not be paid for unused PTO or PTO accumulated in a prior year. (see **Termination of Employment** below).

Carrying Over Accrued PTO

An employee may carry over up to 8 days (64 hours) of unused leave into the following calendar year to be used within that year. All PTO above these limits will be forfeited at the end of the year.

Use of PTO

PTO may be requested in 4-hour increments.

Your supervisor must approve all planned time-off from work in advance. Planned absences for vacation purposes (not connected with illness) that are less than one week require supervisor notification as soon as you know that you require the leave. Planned absences that are longer than one work week require at least one month's advance notice and absences of two weeks require at least two months' notice. If more than three weeks are requested, at least three months of notice must be given, and your direct supervisor and the Executive Director must approve the absences. This allows for you and your supervisor to prepare for your time off and assure that all staffing needs are met.

There may be occasions, such as sudden illness, where your need for PTO is unforeseeable. In those situations, you must comply with the notification procedures set forth in the Attendance Policy in order to request PTO. If the absence is due to illness, ArtStream reserves the right at any time to require medical

verification of the illness, regardless of its duration. Additionally, if you are absent for three consecutively scheduled work days or more due to illness, you may be required, upon returning to work, to provide your supervisor with a written statement signed by a physician verifying the absence was due to illness and that you are able to return to work. ArtStream has discretion whether to approve the use of PTO for an unforeseeable or unscheduled absence, whether due to illness or otherwise. When an ArtStream holiday falls during a scheduled vacation, that day is not counted as a PTO day.

PTO and Leave of Absence

PTO accrued prior to the start of a requested and approved unpaid leave of absence must be used to cover hours missed before the start of the unpaid leave. Under ArtStream's Parental Leave Policy, all accrued PTO time must be taken concurrently with Parental leave; once PTO is exhausted, any remaining Parental leave is unpaid.

PTO will continue to accrue during the following paid leaves of absence: PTO, bereavement leave, and jury duty leave. It will not accrue during other paid and unpaid leaves of absence, including Short Term Disability, Long Term Disability, Military Leave, and unpaid Parental Leave.

PTO and Separation from ArtStream

Employees are not entitled to pay in lieu of taking PTO, either before or when their employment is terminated for any reason, unless required by state law.

Upon termination, accrued, unused PTO will not be paid to the employee.

Notice

An employer is required to notify its employees that the employee is entitled to earned sick and safe leave along with an explanation of how earned sick and safe leave accrue and the purposes for which the leave may be used. Maryland law prohibits an employer from taking adverse action against an employee for exercising their rights under Maryland's Earned Sick and Safe Leave law as well as prohibits an employee from making a complaint, bringing an action or testifying in an action in bad faith.

The Commissioner of Labor and Industry has oversight of issues related to earned sick and safe leave. The Commissioner may be contacted at ssl.assistance@maryland.gov.

Compensatory (Comp) Time for Exempt Staff

When ArtStream staff classified as exempt are *required* to work on a day or evening that is normally scheduled as time off, they are eligible to take compensating time off (Comp Time) at another time.

Work that qualifies for Comp Time:

Weekend and evening activities: (Board of Directors Meetings, classes, rehearsals, performances, training sessions, fundraising events, other required weekend or evening meetings)

Work that does not qualify for Comp Time:

Time that exempt staff choose to work to get their job done. The specific day and time

exempt staff work outside of the normal workday is at their discretion.

Calculating the amount of Comp Time you earn

Full-day weekend and holiday meetings: Comp Time is granted on a day-for-day basis. For example, if you work all day loading out on a weekend, you are eligible for 1 day of Comp Time during the normal work week.

Partial-day evening or weekend: Comp Time is granted for the amount of time spent on the program activity or event.

Timing for Taking Comp Time

Weekend/evening worked: Comp Time is intended to give staff relief from working long weeks, and that can only be accomplished if the compensating time off is taken very soon after the weekend or evening. As a result, Comp Time **MUST** be taken in the two (2) weeks following the weekend or evening that was worked.

Evening classes or meetings: Staff may work fewer hours the day of or the day after the class or meeting

Compensation: Comp Time is a benefit that must be taken as described in this policy. It will not be paid in cash during or at the end of employment. It may not be used to extend employment at separation.

EXCUSED ABSENCES

ArtStream allows for the following excused absences [in addition to PTO, disability, and leave of absence]:

- ❑ **Jury Duty.** ArtStream cooperates with local, state, and federal courts by allowing you to serve on juries without incurring financial loss. You must provide a copy of the juror summons to your supervisor in order to have your absence counted as an excused absence and to receive your compensation while on jury duty. Full-time, full-year and part-time, full-year employees receive the difference between the compensation for jury duty and their regular rate of pay. Pay for meals and transportation is not considered as compensation.

Employees are required to report to work as soon as they are released from jury duty, as well as during periods when they are not required to present for jury duty. If an employee is not required to serve on a particular day or finishes early, the employee is required to call his/her supervisor to determine if he/she must come in. Any employee who appears for jury duty for four or more hours, including travel time, in one day, will not be required to start any work shift that begins on or after 5:00 p.m. on the day of his/her appearance for jury duty, or begins before 3:00 a.m. on the day following the day of his/her appearance for jury

- ❑ **Military Leave.** Full-time, full year employees are granted up to ten days leave for annual military training programs for the National Guard, the regular armed forces, or reserves. ArtStream will pay such an employee the difference between the compensation for military duty

and his or her regular rate of pay, if military compensation is less than the employee's regular rate of pay. Any additional military leave requirements will be unpaid.

The Uniformed Services Employment and Reemployment Rights Act (USERRA) protects the job rights of individuals who voluntarily or involuntarily leave employment positions to undertake military service. The law also prohibits employers from discriminating against past and present members of the uniformed services and applicants to the uniformed services. In compliance with USERRA, you will be returned to your former job or a similar position at the completion of your military service if: 1) you reapply for your job within 90 days of separating from service; and 2) you are qualified to perform the job.

Under the Uniform Services Employment and Reemployment Rights Act (USERRA), an employee who takes a military leave of absence must meet six eligibility criteria in order to be entitled to the reemployment rights and benefits of USERRA. In compliance with USERRA, you will be returned to your former job or a similar position at the completion of your military service, provided:

1. You were absent from civilian employment due to service in the uniformed services.
2. You gave timely advance written or verbal notice of your intention or obligation to serve, unless that notification was impossible due to military necessity or another reason outside your control.
3. Your cumulative absence(s) from ArtStream due to military service do not exceed a total of five years. However, this five-year period does not include:
 - service that is required beyond five years to complete an initial period of obligated service
 - service during which you were unable to obtain discharge orders through no fault of your own
 - service required by the military for drills, annual training or completion of skills training
 - involuntary active duty during domestic emergency, national emergency, war or national security situations
 - service under an order to active duty, or to remain on active duty, during a war or national emergency declared by the President of the United States or Congress
 - active duty (other than for training) by volunteers supporting “operational missions” for which selective reservists have been ordered to active duty without their consent
 - federal service by members of the National Guard when called by the President to suppress an insurrection, repel an invasion or execute federal law.
4. You were honorably discharged from service.

5. You must report for work or submit an application for reemployment within the following time periods:
 - Military leave of less than 31 days: You must **report** for work by the beginning of the first full regularly scheduled work period on the first regularly scheduled work day that would fall 8 hours after you returned home from military service, allowing a reasonable time to commute home from service.
 - Military leave of 31 to 180 days: you must **apply** for re-employment not later than 14 days after completion of military service.
 - Military leave of more than 180 days: you must **apply** for re-employment not later than 90 days after completion of military service.
6. You are qualified to perform the essential functions of your position or a similar one, with or without reasonable accommodation.

Upon request from ArtStream, an employee who has been absent from work for more than 30 days must provide documentation from the relevant branch of the uniformed services establishing the preceding criteria for reinstatement.

- ❑ **Parental Leave.** Eligible employees may take up to six weeks of leave for purposes of a childbirth, adoption or foster care placement. In order to be eligible for this leave, the employee must have been employed with ArtStream for at least 12 months and have worked at least 1,250 hours in the 12-month period looking back from the date that leave is requested. The employee must use any available PTO first during this leave, and the remainder of this leave will be unpaid.

An employee must provide 30 days' advance written notice if possible, when the leave is foreseeable. If the 30 days' advance notice is not possible, the employee must notify his/her immediate supervisor as soon as the need for leave is known. Leave may be denied if necessary to prevent substantial and grievous economic injury to ArtStream's operations. Medical certification of the need for leave may be required.

- ❑ **Bereavement Leave.** Full-time, full-year and part-time, full-year employees are granted up to five days of paid leave at full salary for a death in their immediate family, which includes but is not limited to the employee's spouse, life partner, children, parents, siblings, and grandparents, member of the employee's household, and a spouse's parents and siblings. Please notify your supervisor when you will be absent.
- ❑ **Voting.** ArtStream encourages all employees to exercise their right to vote. With approval of your supervisor, up to two hours of paid leave will be granted if voting conflicts with your work schedule.
- ❑ **School Visitation Leave.** All full-time and part-time employees are entitled to six (6) hours of leave per child per year to visit the school of the employee's child. The employee will be required to use any available PTO for this purpose, with any remaining leave being unpaid, unless state law requires otherwise. The employee is required to give reasonable advance notice to their supervisor. The supervisor may require documentation from the school or day care facility as proof that the employee visited the school at the specified day and time.

- ❑ ***Weather-Related Closures.*** ArtStream is concerned about the safety and well-being of all its employees. At the same time, ArtStream is responsible for conducting quality programs and serving its clients. In adverse weather conditions, the ArtStream administrative staff follows the federal government (www.opm.gov or local Washington, DC; Maryland, or Virginia radio or TV stations). Employees who are able to work remotely should maintain their usual work schedule.

ArtStream’s programs follow the program location (school district, community center, etc.) Local school district status is usually announced by 6:00 a.m. Employees who are responsible for programs such as classes or rehearsals should maintain access to phone and email addresses for all teachers and students, in order to notify them of any cancellations.

In some cases, Nonprofit may establish policies regarding whether employees with the ability to work remotely should do so for all or part of the day during a weather-related closure.

- ❑ ***Emergency Closures.*** In the event of other emergency closings, such as electrical outages or flooding, ArtStream will use telephone trees, all-staff emails, and voicemail to announce whether the office is closed or liberal leave status is in effect, as determined by the Executive Director and Director of Finance and Administration.
- ❑ ***Procedure for Marking Your Timesheet.*** If ArtStream’s office is closed, you should mark your timesheet as follows:
 - If you do not report to work or work remotely during an office closure, record the time under "other."
 - During liberal leave status, all employees who do not report to work or work remotely should record leave taken as annual leave on their timesheets.

LEAVE REQUESTS

All requests for scheduled leave require prior approval.

For scheduled leave, you are responsible for verifying that you have (or will have) enough leave available to fulfill your request. Please review your paystub or request leave verification from the Director of Finance and Administration.

After leave time has been verified, submit a written request with the date(s) and type(s) of leave requested to your supervisor.

Requests for unscheduled leave must comply with ArtStream’s call-in procedures, as set forth in the Attendance Policy. To ensure that our staffing and operational needs are met at all times, management

reserves the right to grant leave requests at its discretion. Even if approved, requests for unscheduled leave may not necessarily be excused for purposes of the Attendance Policy.

HOLIDAYS

ArtStream observes 11 paid holidays, plus the week from Christmas Day to New Year's Day. Holidays are as follows:

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Columbus Day
President's Day	Veteran's Day
Memorial Day	Thanksgiving Day/Friday after Thanksgiving
Juneteenth	Holiday Week (Dec 25 – Jan 1)**
Independence Day	

** To be eligible for the annual Christmas Week holiday you must be employed until January 15th of the year following the holiday week.

The number of holidays and the schedule are subject to change without notice. The Executive Director may establish additional holidays on an annual basis.

ArtStream observes holidays falling on a Saturday on the preceding Friday. ArtStream observes holidays occurring on a Sunday on the following Monday.

All full-time employees receive eight paid hours for a holiday. Part-time employees **will be paid on a prorated basis for the holiday in accordance with the number of hours the employee is scheduled to work each week.** You must be in an active pay status both the day before and the day after a **Nonprofit** holiday in order to be paid for the holiday. An employee on an unpaid leave of absence, or on disability, does not receive holiday pay.

4. YOUR BENEFITS AND INSURANCE COVERAGE

INTRODUCTION TO YOUR EMPLOYEE BENEFITS

ArtStream is committed to maintaining a benefits program that meets the needs of you and your family. The following paragraphs generally describe ArtStream's benefits program, but should not be construed as a promise or guarantee of any specific benefit or benefit level. Additional information describing these benefits is available from the Director of Finance and Administration and the benefits package providers. Questions concerning the benefits package should be directed to the Director of Finance and Administration.

Eligibility for insurance coverage is based on a variety of factors, including employment classification. Coverage for ArtStream's medical, dental, and vision plans begins on the first day of the month following the employee's date of hire. The terms and conditions of ArtStream's insurance policies and contracts may change without notice. The insurance policies will govern when in conflict with the descriptions contained in this Handbook.

BENEFITS FOR PART-TIME AND PART-YEAR STAFF

Benefits for part-time and part-year staff are governed by the number of hours you work. Part-time staff working less than 20/30 hours a week do not receive any paid benefits except prorated holiday pay. Part-time staff working 20/30 hours or more a week receive all of the benefits listed below except **Elective Insurance Benefits**.

Part-year staff receive benefits if you have been hired to work six months or more. Part-year staff hired to work six months or more receive benefits on the same basis as full-time, full-year and part-time, full-year staff, unless you are governed by a contract that states otherwise

SHORT-TERM DISABILITY LEAVE

ArtStream provides short-term disability benefits to those employees who have been medically certified as unable to work. Short-term disability benefits are available to full-time, full-year employees and part-time, full-year employees who have completed 12 consecutive months of employment.

Short-term disability benefits are funded by ArtStream, through an insurance contract, for a period of 12 weeks. The maximum benefit is \$3,000 per week. ArtStream may pay the full amount of the premium. Benefits will begin after a seven-calendar-day waiting period following a medically certified absence. During the initial seven-day absence, you may use your accumulated PTO.

INSURANCE BENEFITS

MANDATED INSURANCE BENEFITS

- ❑ **WORKERS' COMPENSATION INSURANCE:** All employees are covered by workers' compensation insurance. This insurance compensates you for lost time, medical expenses, surgical expenses, and loss of life or dismemberment from an injury, illness, or disability arising out of or in the course of work. ArtStream pays all costs of providing this insurance. You must report any accident or injury immediately to the appropriate supervisor and the Director of Finance and Administration so that the necessary paperwork can be completed.
- ❑ **UNEMPLOYMENT COMPENSATION:** ArtStream participates in Maryland's Unemployment Insurance program. This means that ArtStream will reimburse you for unemployment benefits so that you may continue to receive some income in the event you become laid off or unemployed through no fault of your own. State law and regulations determine whether you qualify for unemployment benefits, and the amount of benefit you will receive if you do qualify. Individuals fired for gross misconduct are not entitled to unemployment compensation.

ELECTIVE INSURANCE BENEFITS

- ❑ **MEDICAL INSURANCE COVERAGE:** To provide all eligible employees and their dependents with balanced health insurance protection, ArtStream offers group health insurance through several different options.

ArtStream contributes 40% per month toward the individual health insurance policy selected by the employee. You must contribute 70% portion of your health insurance premium every two weeks. You can have this amount automatically deducted from your

paycheck on a pretax basis in 26 equal installments. You may add your dependents to your health insurance policy. ArtStream will not pay for dependent coverage.

Eligible employees are defined as: all employees who work at least 30 hours on a weekly basis. Eligible employees are covered starting on the 1st day of the month following the employee's date of hire. In order to become covered without having to submit evidence of insurability, you must enroll within **30 days of your initial employment**.

- ❑ **DENTAL INSURANCE COVERAGE:** ArtStream provides eligible employees and their dependents with dental insurance for an additional monthly charge. ArtStream does not provide a contribution toward this policy. A full description of the dental plan coverage is contained in the **(Employee Benefit Insurance Plan booklet and/or in the Summary Plan Description)**. Premiums for dental insurance will be deducted from your paycheck on a pretax basis in 26 equal installments.
- ❑ **VISION INSURANCE COVERAGE:** ArtStream provides eligible employees and their dependents with vision insurance for an additional monthly charge. ArtStream does not provide a contribution toward this policy. A full description of the vision plan coverage is contained in the **(Employee Benefit Insurance Plan booklet and/or in the Summary Plan Description)**. Premiums for vision insurance will be deducted from your paycheck on a pretax basis in 26 equal installments.
- ❑ **LIFE INSURANCE AND ACCIDENTAL DEATH AND DISMEMBERMENT:** ArtStream provides life insurance for all eligible employees. Coverage amount is equal to two times an employee's annual salary. The coverage amount is determined by your employment classification. Premiums for life insurance are fully paid by ArtStream. All or some portion of this benefit may be taxable income to the employee. This coverage is effective the first day of the month following the date of hire.
- ❑ **VOLUNTARY LIFE AND ACCIDENTAL DEATH & DISMEMBERMENT**
Employees may choose to purchase additional life and accidental death and dismemberment insurance for themselves, or their spouse and/or their children. Coverage is provided at group rates based on age and the level of insurance coverage desired.

You will be asked to sign a waiver of coverage if you opt not to enroll in any of the benefits offered through **ArtStream**.

CONTINUANCE OF MEDICAL/DENTAL INSURANCE COVERAGE-COBRA

What is COBRA?

In 1986 Congress passed the Consolidated Omnibus Budget Reconciliation Act (COBRA) to help you maintain uninterrupted health care coverage when a "life changing" event occurs.

What is a "life changing" event?

A life-changing event includes loss of current job, reduction of hours of work, bankruptcy, divorce, legal separation, or loss of dependent status of a child.

COBRA is not automatic; you must request it in order to receive it, since not everyone who leaves a job is in need of continued coverage. Coverage may be continued for a specific period of time (usually 18 months) and the covered individual is responsible for the entire premium and any additional administrative fees.

Who is eligible?

- You
- Your covered dependents including your spouse
- A newborn or adopted child

Is a physical needed?

No

What could cause COBRA to end?

- Coverage under another group health plan.
- Failing to make timely payments of the premium.
- Your former employer discontinues group health care coverage.
- You become eligible to receive Medicare.

Can you still receive benefits after you reached your COBRA limit?

Possibly, if your former employer's health care plan offers a conversion privilege, you may elect to convert your coverage into one of the conversion plans being offered by your former employer.

You must notify your previous employer within 60 days of the following:

- Divorce/legal separation
- Total disability
- Addition or loss of dependent status
- Medicare eligibility
- Death of an insured party

Notifying your employer in writing of any changes will ensure proper coverage periods. Pending the nature of the change, coverage may continue for up to 36 months as long as eligibility is maintained.

COBRA entitlement is not extended to employees terminated for gross misconduct.

If, as a former employee, you choose to continue group benefits under COBRA, you must pay the applicable premiums. Coverage rights will cease if you fail to make timely premium payments, become covered by another group health plan that does not exclude preexisting conditions, or become eligible for Medicare. Further details of your COBRA coverage rights may be obtained from the Department of Human Resources.

DEFERRED CONTRIBUTION

ArtStream maintains a Tax Deferred 401K Plan. All full-time or part-time ArtStream employees who are credited with at least 1,000 hours of service during any twelve (12) consecutive calendar months are eligible and encouraged to set aside pretax income for retirement savings, starting the first day of employment. The 401K Plan Fund Sponsor offers various investment options and payouts upon retirement. Participants cannot exceed the maximum contribution limits imposed by the IRS. Participating employees are fully vested in the Plan when you begin your contributions.

Contact the Director of Finance and Administration for a copy of the Summary Plan Description for further details. ArtStream does not make a contribution to the employee's retirement account in this program. Participation is voluntary.

5. COMMUNICATION

ArtStream Communications Policy for Board and Staff

Purpose:

1. To ensure consistent projection of the most positive, professional, and accurate organizational image to the public in all forms of communication (verbal, print, online, and social media).
2. To facilitate effective, professional, and respectful communications between and among the Board of Directors, staff, and the ArtStream community (ArtStreamers, families, caregivers, Teaching Artists, volunteers, partner organizations, donors, Board of Directors and staff).
3. To be proactive by keeping everyone informed about the progress of a crisis situation in order to allay fears about the unknown and help the ArtStream community understand the situation.

All communication shall comply with the Board/Staff Code of Ethics and Accountability, including the following items from the Code:

Item 1. Board and Staff Members shall act in the best interests of ArtStream and the ArtStream community (ArtStreamers, families, caregivers, Teaching Artists, volunteers, partner organizations, donors, Board of Directors, and staff) in performing their duties.

Item 7. Only information deemed public knowledge may be shared or discussed outside ArtStream, unless specifically authorized to do so by the Executive Director and/or the Chair of the Board. Except as part of their official duties, Board and Staff Members shall not share, copy, reproduce, transmit, divulge, or otherwise disclose any confidential information related to the affairs of ArtStream, and Board and Staff Members will uphold the strictest confidentiality regarding any information discussed at meetings or any other deliberations and communications. Questions regarding the confidential nature of ArtStream information or documents shall be directed to the Executive Director or Chair of the Board.

Item 8. Unless authorized by the Executive Director and/or the Chair of the Board, Board and Staff Members may not speak on behalf of ArtStream or the Board to external parties, including but not limited to the media. This is not intended to limit Board and Staff Members from speaking on their own behalf.

Item 10. All communications to the ArtStream community, regardless of the medium, reflect on ArtStream. E-mail or other communications shall follow the same professional standards as verbal communication.

Internal Communications

All internal communications - written and oral - will be professional and respectful in nature and free from any inflammatory or profane language. The staff email and Teams messaging program are to be used for professional communications only.

Email communications between staff and board members should be CC'd to the Executive Director unless they involve communications per our personnel and whistleblower policies.

External Communications

All external communications related to ArtStream business should be approved by the Executive Director or manager-level staff. All external communications should be proofread by someone other than the original author.

All communications will be compliant with all relevant equal opportunity and other legal requirements, as well as accessibility guidelines.

All external communications shall comply with requirements as stated in grant agreements.

Privacy, Security & Confidentiality

The protection of confidential business information and donor/constituent information is vital to the interests and the success of ArtStream. Communication to external audiences are expected to maintain confidentiality for all members of the ArtStream community at all times.

Confidential Information includes, in whatever form, written or otherwise, all information concerning people with IDD who are current, former or prospective participants in any ArtStream Program, including their family members or caretakers, or concerning any ArtStream former or current volunteer, Teaching Artist, donor or employee, except to the extent such information is generally available to the public, including information made generally available to the public by ArtStream.

ArtStream shall not, directly or indirectly (through a third party), disclose to any person, corporation, or other entity, other than as authorized by the ArtStream community member, any Contact Information (including but not limited to phone number, email address, and mailing address), unless compelled to use or disclose this Contact Information by law.

Public Relations and Media Relations

The Executive Director should be informed of all media inquiries or opportunities. In the absence of the Executive Director, staff may contact the Board Chair or Vice President. In compliance with the *Board/Staff Code of Ethics and Accountability*, staff members may not speak on behalf of ArtStream to the media unless authorized by the Executive Director. At all times, responses will adhere to ArtStream's mission, strategic goals, and advocacy statement.

ArtStream is committed to open and honest communication regarding the release of information. ArtStream will protect the privacy of personal information of members of the ArtStream Community. ArtStream will not comment to the media on individual situations but will present a statement of organizational position as needed.

Permission to use the ArtStream logo or audio/video recordings or photos of ArtStreamers or Teaching Artists must be obtained from the individuals featured in the materials through a signed release statement. For individuals or organizations requesting public or nonpublic use, permission may be granted through a signed agreement such as a partnership, licensing or marketing agreement or other documentation as appropriate. This documentation shall govern how and where the materials will be used.

Charitable Solicitations and Acknowledgments

All donor acknowledgement letters or receipts, must contain the following disclosure statement,

“ArtStream, Inc. is a 501(c)(3) tax-exempt organization. For tax purposes, no goods or services were provided in exchange for your contribution. ArtStream’s tax ID number is 37-1516235.”

All donor appeal letters must contain the current solicitation disclosure statements.

Crisis Communications

A crisis is defined as a natural emergency or disaster; civil disruption; a technology emergency; sudden loss or severe injury to a member of the Board, Staff, Teaching Artists, or an ArtStreamer; accusation or probability of sexual/physical abuse or harassment to an ArtStreamer, staff person, or Teaching Artist.

Contact Information for Crisis Communications

ArtStream will maintain the following data in an accessible online location, available to more than one person, that is backed up on the F1 Computer Services servers.

Contact Group	Phone	Email	Address
Staff	X	X	X
Board members	X	X	X
Teaching Artists	X	X	X
Volunteers	X	X	
Students by class	X	X	X
Current students	X	X	X
Family contact (parent or guardian)	X	X	
Student Emergency contact	X	X	
Class locations and contact person	X	X	X
Partner organizations – contact person	X	X	
Theatres-contact person	X	X	
Audience members		X	
Donors	X	X	X
Grantors		X	X
Social media passwords			
Constant Contact password			
Bank account numbers and passwords/contact person	X	X	
Insurance Company – accounts/contact person	X	X	
F1 Computer Service	X	X	

In an emergency:

1. Executive Director will contact/respond to members of the ArtStream community and media inquiries

2. Staff and Board will be given a script/guidelines to use when contacting Teaching Artists/families/volunteers/donors/key stakeholders, based on the following guidelines:
 - Describe the event without judgement. Be clear about what you know and don't know. Do not make assumptions.
 - Communicate what will stay the same and what will change.
 - Avoid placing blame or making accusations. Focus on the positive.

Crisis Media Communication:

All media inquiries about a crisis situation are referred to the Executive Director. In the absence of the Executive Director, staff may contact the Board Chair or Vice President. At all times, responses will adhere to ArtStream's mission, strategic goals, and advocacy statement.

1. Executive Director drafts talking points and any press release. Board or staff members shall be consulted as needed.
2. Executive Director determines the audience for the release.
3. Staff and Board refer questions to Executive Director.

UTILIZATION OF PERSONAL DEVICES POLICIES AND PROCEDURES

ArtStream grants its employees the privilege of using personal devices at work and for working from remote locations for their convenience. ArtStream reserves the right to revoke this privilege if users do not abide by the policies, practices, and procedures outlined below.

These policies, practices, and procedures are intended to protect the security and integrity of ArtStream's data and technology infrastructure. Limited exceptions might occur due to variations in devices and platforms.

These policies, practices, and procedures supplement and are intended to be consistent with the Confidentiality Policy and the Electronic Communication Policy set forth in ArtStream's Employee Handbook ("EC Policy").

Acceptable Use

- Employees must conduct ArtStream business through their work email accounts, not through personal email accounts, text messaging, etc.
- The EC Policy governs employee use of their personal devices in all of the following circumstances:
 - During the employee's working hours;
 - On ArtStream, vendor and customer premises;
 - Whenever the device is used for work; and

- Any other use that could affect ArtStream.

Devices and Support

- Connectivity issues are supported by ArtStream's Computer Services Vendor, and ArtStream will provide you access to your work email address and Teams chat and phone service on the device, including assisting you with the setup; employees should not contact the device manufacturer or their carrier for operating system or hardware-related issues.
- ArtStream's Computer Services Vendor can assist you with proper job provisioning and configuration of standard apps, such as browsers, office productivity software and security tools (such as anti-virus protection), so you can access the network.

Reimbursement

- ArtStream will not reimburse employees for any part of the cost of the device(s).
- ArtStream will reimburse employees for any separate or additional charge that was incurred for work and approved in advance. ArtStream will not reimburse employees for any other charges.

Security

- In order to prevent unauthorized access, devices must be password protected using the features of the device.
- A strong password is required to access ArtStream's network. Employees will be provided with password instructions and must comply with those instructions and any changes.
- Devices that are for personal use only must not connect to the network.

Risks/Liabilities/Disclaimers

- ArtStream reserves the right to disconnect or disable access to network applications without notification.
- The employee is expected to: (1) use his or her devices in an ethical manner at all times; and (2) adhere to the above Acceptable Use provision.
- The employee is personally liable for all costs associated with personal devices.
- The employee assumes full liability for all risks of using personal devices including, but not limited to, the partial or complete loss of company and personal data due to an operating system crash, errors, bugs, viruses, malware, and/or other software or hardware failures, or programming errors that render the device unusable.
- In case of violation of ArtStream's Utilization of Personal Devices Policy, ArtStream may take any or all of the following steps, among others:
 - Special training to help you understand security measures;
 - Loss of personal device privileges;
 - Disciplinary action, up to and including termination of employment.

VOICEMAIL GREETING AND TIPS

It is important that you record a greeting on your individual voicemail so that callers know if they have reached the right person. All employees are expected to keep voicemail messages up to date. Whenever you expect to be away from your phone for an extended period of time you should change your greeting to reflect your availability.

Voicemail Tips

You can save multiple messages to use as needed. The following sample voicemail messages can help you formulate the best voicemail message:

- ❑ **General**--“You have reached the voicemail of (*name of staff member*). I am currently unavailable. If you need immediate assistance, please dial * 8 (*designate an ext number here*). Please leave me a voicemail, and I will contact you as soon as possible. Thank you.”
- ❑ **Out of Office**--“You have reached the voicemail of (*name of staff member*). I will be out of the office on (*date*) through (*date*). If you need immediate assistance, please dial * 8 (*designate an extension number here*). I will respond to messages when I return. Thank you.”
- ❑ **Other Options**-- Voice mail options are also available, via the voice mail administrator, that allow you to record a separate greeting for internal, external, and alternate greetings.

ELECTRONIC COMMUNICATIONS

ArtStream maintains an e-mail, voicemail, and telephone system, computers, internet access, and other business equipment (collectively called the “Systems”) for the purpose of conducting the business of the organization. The devices and the data stored on these Systems, as well as the specialized software programs and systems developed for ArtStream’s use, are the sole property of ArtStream and must be protected appropriately.

In general, access to any Systems component is restricted to authorized users. An authorized user is someone, who in the sole opinion of ArtStream, requires access in order to support business activities. In utilizing the Systems, you may not use an unauthorized access code or password, access files that you have no right to access, or disseminate confidential information, as defined in our Confidential Information policy, that is derived from electronic or other sources, including stored communications. All passwords must be kept strictly confidential. You will be held accountable for work performed with your user ID or password. You may not use a password that is unknown to ArtStream (and you must provide such passwords to management if requested), nor may you share your password with any individual or entity not employed by ArtStream. The existence of a password does not mean that any messages you send using a password will be confidential. ArtStream may monitor use of the Systems on a random or other basis to see that the Systems are being used for proper purposes.

The Systems may not be used to transmit, retrieve or store any communications of a defamatory, discriminatory or harassing nature, or materials that are abusive, profane or offensive, obscene or x-rated, including, but not limited to, messages with derogatory or inflammatory remarks about an individual’s race, color, religion or creed, national origin or ancestry, sex (including pregnancy, sexual orientation, or gender identity), physical attributes, age (40 or older), marital status, status as an individual with a physical or mental disability, veteran status, genetic information, and citizenship, or any other legally protected personal characteristic under federal, state or local law. Harassment of any kind is absolutely prohibited. The Systems may not be used for any purpose, which is illegal or against ArtStream policy.

You have no expectation of privacy with regard to the use of the Systems. ArtStream reserves the right to retrieve and read any messages sent or received via its communications systems. All messages created, sent, or retrieved over the Systems and any information of any type in any Systems component, including but not limited to, all information stored on personal computers, storage devices, and voice mail, are the property of ArtStream and may be saved, accessed and reviewed by the organization. You cannot consider any message sent, received, or stored via these systems as your private property. ArtStream reserves the right to monitor, or download and read any electronic or telephone communication sent, received, or stored during the ordinary course of business. You are not permitted to read e-mail messages that are not sent to you unless you have obtained permission to do so from both your supervisor and the supervisor of the intended e-mail recipient.

You shall not transmit over the Systems any PII (Personally Identifiable Information) or copyrighted materials belonging to any individual or entity other than ArtStream. When obtaining access to another organization's or individual's materials, you must respect all copyrights and may not copy, retrieve, modify or forward copyright materials, except with permission of the holder of the copyright, or as a single copy to reference only. You may not violate any software licenses, including, but not limited to, by making illegal copies of software. All software licenses, manuals and documentation must be available for inspection in the event of a software inventory or audit. Failure to observe copyright or license agreements may result in disciplinary action, up to and including termination.

All employees should remain aware of situations and processes such as phishing schemes or malware attacks that have been set up to place viruses on ArtStream computers or systems. If you suspect that you have been targeted for a phishing scheme, virus, or malware attack, be sure to report the problem.

Upon orientation, you will be required to sign our Electronic Communications Agreement. **(This agreement is contained in the Forms section).** ArtStream also reserves the right to advise appropriate legal officials of any illegal activities.

6. CAREER DEVELOPMENT

ANNOUNCEMENTS OF JOB VACANCY

ArtStream is committed to promotion from within when appropriate. We encourage both internal advancement and external competitiveness in recruiting and placing the most qualified applicant in an open position. When a job becomes available, a job opportunity announcement will be shared via email and posted on ArtStream's website for the open position. In the event an internal candidate has already been identified, the vacant position may not be posted. In addition, certain exempt positions may not be posted.

ArtStream employees who wish to apply for a vacant position must submit a resume, cover letter and any required collateral materials requested in the job opportunity announcement. You are encouraged to discuss your interest in or intention to apply for posted positions with your immediate supervisor.

CLASSIFICATION OF EMPLOYEE POSITIONS

Employees of ArtStream are categorized as follows:

Exempt--Salaried employees who are not eligible for overtime pay.

Nonexempt--Employees who are paid on an hourly or salaried basis and who are eligible for overtime pay for any hours worked over 40 hours per week. Your supervisor must preauthorize all overtime work.

Full-time regular/full-year--Employees who are hired to work 30 or more hours per week on a full-year basis

Part-time regular/full-year--Employees who are hired to work 24-30 hours per week on a full-year basis

Part-time regular/full-year for less than 24 hours per week--Employees who are hired to work less than 24 hours per week on a full-year basis

JOB DESCRIPTIONS

Job descriptions are fundamental to sound management and salary administration. Each job description includes the job title, the classification (exempt, nonexempt, full-time, part-time, etc.), a statement of the basic purpose of the job, a list of specific responsibilities, a statement of minimal and desired qualifications, the physical requirements, and the job supervisor's title. A job description is available for each employee. Job responsibilities change from time to time, thus your job description may be reviewed and updated on occasion.

PERFORMANCE APPRAISALS

Your supervisor will informally evaluate you on a periodic basis. In addition, your supervisor will normally review your job performance during check-ins on a monthly, bi-monthly, or as-needed basis, and generally on an annual basis.

An appraisal is designed to review your job performance in an objective and consistent manner, to give a clear picture of achievement in terms of performance standards, and to provide guidance in improving performance relative to the position description. You will receive a copy of your employee appraisal. You have the right to review the written performance appraisal, make written comments for inclusion in your permanent personnel file, and, upon request, receive a copy of the appraisal.

ArtStream will take into consideration the results of your performance appraisal when making decisions on merit pay increases. A positive performance appraisal does not guarantee a raise. Other factors, such as the organization's financial performance, the economy, and projected grant or government cutbacks, can have an effect on the ability of the organization to provide financial rewards to our employees.

PROFESSIONAL DEVELOPMENT

ArtStream is dedicated to professional development and continuous learning for all staff as part of our efforts to provide high quality mission-driven service.

ArtStream encourages and supports all staff to pursue professional development activities to increase their skills, knowledge, and abilities for their current positions as well as their ongoing nonprofit career development. A variety of professional development activities can be supported by ArtStream, including participation in taskforces, special teams, job shadowing, conferences, seminars, webinars, symposia, and other related events and opportunities for research and reflection. All supervisors and staff members are encouraged to work together to identify training needs in advance as part of any goal setting process.

Since funds are limited, staff members are encouraged to apply for scholarships and reduced registration rates when possible. Refer to the ArtStream Travel policy for coverage of travel costs to and from professional development opportunities. Approval for participation in professional development activities is dependent upon many factors, including, but not limited to resource availability, staff office coverage, the activity's relevance to an individual's goals and position descriptions, and ArtStream's current strategic plan.

Employees are encouraged to attend free or low-cost learning opportunities available through our partners, including The Catalogue for Philanthropy, Greater Bethesda Chamber of Commerce, Americans for the Arts, and Maryland Nonprofits. Staff is also encouraged to participate in training programs offered by ArtStream to Teaching Artists, Volunteers or Board members.

Professional Membership(s)

ArtStream may cover the cost of professional membership(s) that will provide you with growth and networking opportunities in your field. Please discuss with your Supervisor. ArtStream will pay up to \$200 towards the annual membership fee required for an employee to belong to job-related professional organizations. Occasionally, there may be a valid business reason to make an exception to this policy and pay for more than one membership or professional designation. The Executive Director must approve in writing any exceptions to these limits.

If membership in a professional or civic organization or a professional designation is not job related but is beneficial to you and our organization, you may request that ArtStream pay your dues. Please make a written request to your supervisor and you will be advised in writing whether the organization will pay any, or all of the dues.

EMPLOYMENT OF RELATIVES

An applicant who is closely related to an employee is generally not eligible for employment in a position that would result in one family member directly reporting to or reviewing the performance of another. Exceptions require the advance approval of the Executive Director. "Closely related" is generally interpreted to mean spouse, parents, children, siblings, grandparents, in-laws, relatives through marriage, or members of the same household. Employees in a supervisory relationship who become related while working at ArtStream must end the supervisory relationship by resigning or transferring to an open position unless approved by the Senior Management Team.

GRIEVANCE PROCEDURES

Whenever a number of people work together, personal problems or differences will occasionally arise. Normally, these concerns can be resolved informally. The first step toward a solution of a problem is a frank and early discussion with your immediate supervisor. You and your supervisors may also call upon the Director of Finance and Administration or the Executive Director for counsel and assistance.

In exceptional cases, a need may arise for a more formal approach to the problem. In such a case, you may file a written grievance with the Director of Finance and Administration, who will notify the Executive Director of the grievance. If the grievance involves the Director of Finance and Administration, you may file the grievance directly with the Executive Director. The Director of Finance and Administration will investigate the grievance. The Director of Finance and Administration will inform you of the resolution, both verbally and in writing as promptly as possible, unless exceptional circumstances delay the consideration or investigation of the grievance.

If the grievance involves the Executive Director, the employee may file his or her written grievance directly with the Chairman of the Board of Directors. The board of directors generally will not consider individual employment issues as appropriate matters for review, unless exceptional circumstances exist. The Board will determine the method it will use to resolve the grievance and will make every effort to do so in a timely manner.

CORRECTIVE ACTION

All ArtStream employees are expected to meet established standards of attendance, performance, and conduct. Employees who demonstrate poor attendance, substandard work performance, violation of the personnel policies or other organization-wide policies, or other unacceptable conduct will be subject to review and corrective action.

Corrective action is exercised at the discretion of management, based on the specific situation and its severity. Corrective actions include verbal reminders, written reprimands, suspension, reassignment, demotion, termination, or other actions consistent with the circumstances. Suspensions from work in increments of a day or more may be imposed on employees for violations of workplace conduct or safety rules, including but not limited to those conduct and safety rules contained in this Handbook. Suspensions also may be imposed on employees pending an investigation of alleged misconduct.

ArtStream reserves the right to decide, at its own discretion, the order of corrective action. Nothing in this policy obligates ArtStream to follow a pattern of progressive discipline, nor is it intended in any way to limit ArtStream's right to terminate an employee at any time, with or without cause, and with or without advance notice.

ADMINISTRATIVE LEAVE

Administrative leave is a period of time during which an employee is relieved of his or her job while the organization reviews the circumstances and events that led to the administrative leave. This may apply to both exempt and non-exempt employees. Only the Executive Director can place an employee on administrative leave, except in exigent circumstances, in which case a supervisor can exercise this authority.

Initially, the administrative leave will be unpaid. Whether the administrative leave is subsequently paid is subject to management's discretion and may depend on the outcome of ArtStream's review. In some circumstances, management may issue pay retroactively for the leave. At other times, management may decide to convert part or all of the administrative leave to an unpaid disciplinary suspension.

Administrative leave may include this or any additional time off that is granted by ArtStream (summer hours, additional holidays, gifted days off) or required time off during an investigation.

EMPLOYEE REFERENCES AND RELEASE OF INFORMATION

References

While ArtStream understands your need to receive substantive references for new jobs and school applications, ArtStream must also protect itself from lawsuits stemming from the provision of such references. Accordingly, ArtStream will provide substantive references only if you have signed a Waiver of Liability Regarding Reference Requests (See sample form). If you do not sign the Waiver, the organization will only provide the following information:

- Confirmation that the individual was or is an employee of ArtStream;
- The dates of employment; and
- Confirmation of the employee's job title.

No other information will be divulged.

After you have signed a Waiver, please inform anyone requesting a reference that they must do so in writing. No references will be given if the request was initiated by a phone call. Only someone in your supervisory chain can respond to a reference request; any other reference will be considered a personal, not an organizational (speaking on behalf of the organization), reference. You must give your supervisor a copy of the signed Waiver before your supervisor can give you a reference. Supervisors may also seek copies of the waiver from the Director of Finance and Administration.

Requests for Information

At times it may be necessary for you to ask us to confirm certain personnel information for a bank loan, to a medical professional, or for some other personal business. Only the Director of Finance and Administration may respond to such inquiries. In such instances, the Director will, upon your written request, confirm wage or salary information that the employee has already provided. If the request is from a governmental agency, the employee must inform the Director of Finance and Administration who will decide how to respond to the request. If the employee is under criminal investigation, the employee will not be contacted regarding the request.

BENEFIT OPTIONS AT TERMINATION

An employee terminating employment with ArtStream, voluntarily or not, is entitled to the following benefits:

- Conversion of medical and/or dental insurance to individual or family coverage through COBRA, if the employee qualifies for COBRA benefits; and
- Vested funds in your 401K Plan.

RESIGNATION AND EXIT INTERVIEW

Employees who intend to resign should give at least two weeks written notice. ArtStream reserves the right to terminate an employee's employment at ArtStream prior to the employee's intended resignation date with or without pay. If you resign in good standing under this policy, you will be eligible for reemployment for a period of up to six months from the last date of employment, with benefits tied to seniority reinstated in full. ArtStream will consider former employees for open positions along with all

other candidates. Former employees who apply for reemployment after six months will be treated as new employees for purposes of seniority-related benefits.

Resigning employees must schedule an exit interview with the Executive Director to ensure that all organizational property is returned and to provide an opportunity to discuss any questions or concerns related to employment with ArtStream. Employees who fail to return any organization property including keys, credit cards, laptop computers and other equipment, will be deemed ineligible for rehire and may be subject to legal proceedings on behalf of ArtStream.

You should confirm your forwarding address to ensure that benefits and tax information are received in a timely manner. ArtStream will mail your final pay to this address by the next payday unless state law or other procedures dictate otherwise.

All company property of ArtStream should be returned including, but not limited to: keys, swipe cards, computers, phones, and other technology equipment. Also, upon resignation or termination, all timesheets and expense reports should be completed and properly turned in.

FINAL PAY

Employees who leave the service of ArtStream for any reason shall receive all pay that may be due them on the next regular payday following their final day of work. Unused PTO will not be paid out upon termination or resignation.

7. COMPENSATION AND ACCOUNTING PROCEDURES

TIMESHEETS

Timesheets are processed every two weeks. Non-exempt employees must turn in their timesheet on the first Monday following the end of the pay period. In January, the Director of Finance and Administration will provide you with an annual schedule indicating the pay period ending and pay dates for the entire year.

- *Leave.* Leave should be approved in advance, except in those cases where prior approval is not feasible (sick leave, for example). See the Leave Requests Policy in this handbook for leave request procedures.
- *Approval.* You must submit the timesheet and your supervisor must approve the timesheet. If you are submitting for overtime, it must be pre-approved.

Falsification of your time sheet may result in disciplinary action, up to and including termination. For more detailed instructions on how and when to fill out timesheets, please speak to your immediate supervisor.

SALARY BASIS POLICY FOR EXEMPT EMPLOYEES (REVISED)

The Fair Labor Standards Act (FLSA) is a federal law which requires that most employees in the United States be paid at least the federal minimum wage for all hours worked and overtime pay at time and one-half the regular rate of pay for all hours worked over 40 hours in a workweek.

However, Section 13(a)(1) of the FLSA provides an exemption from both minimum wage and overtime pay for employees employed as bona fide executive, administrative, professional, and outside sales employees. Section 13(a)(1) and Section 13(a)(17) also exempt certain computer employees. To qualify for exemption, employees generally must meet certain tests regarding their job duties and be paid on a salary basis at not less than the federal threshold (as of January 1, 2020, the federal threshold is \$684 per week.). Job titles do not determine exempt status. In order for an exemption to apply, an employee's specific job duties and salary must meet all the requirements of the Department of Labor's regulations.

Salary Basis Requirement

To qualify for exemption, employees generally must be paid at not less than \$684 per week on a salary basis. These salary requirements do not apply to outside sales employees, teachers, and employees practicing law or medicine. Exempt computer employees may be paid at least \$684 on a salary basis or on an hourly basis at a rate not less than \$27.63 an hour. Being paid on a "salary basis" means an employee regularly receives a predetermined amount of compensation each pay period on a weekly, or less frequent, basis. The predetermined amount cannot be reduced because of variations in the quality or quantity of the employee's work. Subject to exceptions listed below, an exempt employee must receive the full salary for any workweek in which the employee performs any work, regardless of the number of days or hours worked. Exempt employees do not need to be paid for any workweek in which they perform no work. If the employer makes deductions from an employee's predetermined salary, i.e., because of the operating requirements of the business, that employee is not paid on a "salary basis." If the employee is ready, willing, and able to work, deductions may not be made for time when work is not available.

Circumstances in Which the Employer May Make Deductions from Pay

Deductions from pay are permissible when an exempt employee: is absent from work for one or more full days for personal reasons other than sickness or disability; for absences of one or more full days due to sickness or disability if the deduction is made in accordance with a bona fide plan, policy or practice of providing compensation for salary lost due to illness; to offset amounts employees receive as jury or witness fees, or for military pay; or for unpaid disciplinary suspensions of one or more full days imposed in good faith for workplace conduct rule infractions (see this Handbook for penalties for workplace conduct rule infractions). Also, an employer is not required to pay the full salary in the initial or terminal week of employment; for penalties imposed in good faith for infractions of safety rules of major significance, or for weeks in which an exempt employee takes unpaid leave under the Family Leave policy. In these circumstances, either partial day or full day deductions may be made.

Organizational Policy

It is our policy to comply with the salary basis requirements of the FLSA. Therefore, we prohibit anyone from making an improper deduction from the salaries of exempt employees. We want employees to be aware of this policy and that ArtStream does not allow deductions that violate the FLSA.

What To Do If An Improper Deduction Occurs

If you believe that an improper deduction has been made to your salary, you should immediately report this information to your direct supervisor, or to the Executive Director.

Reports of improper deductions will be promptly investigated. If it is determined that an improper deduction has occurred, you will be promptly reimbursed for any improper deduction made.

OVERTIME FOR NONEXEMPT EMPLOYEES

In accordance with the provisions of the Fair Labor Standards Act, nonexempt employees will be paid at one-and-one-half times their normal hourly rate for hours worked in excess of 40 hours in any week. Your supervisor must approve all overtime in writing *prior* to working overtime. Failure to receive authorization before working overtime will result in disciplinary action, up to and including termination. Exempt employees are not entitled to overtime wages.

No member of management is authorized to require an overtime-eligible employee to work without recording the time and being paid, and no employee is permitted to volunteer or otherwise agree to do so. An employee who believes that he/she is being required to perform work “off the clock” should immediately report the matter to the Director of Finance and Administration so appropriate action may be taken. Individuals may not be retaliated against for making good faith reports of suspected violations of this policy.

PAYROLL

ArtStream pays employees on a biweekly basis, subject to certain withholding taxes and other required deductions. Payday is every other Friday and covers the period ending the previous Saturday. You may elect to have your pay deposited directly into a bank account on each payday. If you choose direct deposit, you will receive a nonnegotiable direct deposit statement listing the gross and net pay, itemized deductions, year-to-date earnings, and leave balance. To take advantage of direct deposit, fill out the appropriate form, which is available from the Department of Human Resources. You are strongly encouraged to take advantage of direct deposit.

EXPENSE REIMBURSEMENT

It is the policy of ArtStream to reimburse staff for reasonable and necessary expenses incurred while conducting business or performing services on behalf of ArtStream, as authorized in advance by the Executive Director.

All employees who have incurred expenses including but not limited to, travel to and from a program, office supplies, or program materials must justify such expenses within 15 days, using the appropriate type of expense report form/online expense submission portal. Sufficient documentation is required for all expenses. A receipt must accompany all amounts over \$25.00. All expenses should be charged to appropriate account numbers. If expenses are allocated to more than one entity or cost center, indicate the method for splitting the costs.

Unallowable expenses (such as home office internet or rental fees as described in the Remote Working Section, annual fee on personal credit card, credit card interest charges, airline club membership or airline upgrades, alcohol or tobacco purchases, personal travel insurance, personal reading materials, childcare, toiletries, personal grooming, in room movies or video games, laundry or dry cleaning, sporting activities, shows, or expenses related to individuals that are not employees of ArtStream) should not be submitted for reimbursement.

Allow 12 working days for processing expense reports. Forms/submissions that are not filled out correctly may take longer to process.

Your supervisor must approve all expenses. If your supervisor is not available, you can move up the chain of command to the Director of Finance and Administration. Expense reports must contain signatures rather than initials to confirm authenticity. The Executive Director must approve rush check requests.

General Procedure:

- A. All reimbursement requests will be submitted to bill.com on an Invoice or Expense Reimbursement Form and will include all necessary receipts.
- B. When travel is required, staff shall be reimbursed for the lowest available “coach” airfare. Staff are expected to schedule airline/train travel to take advantage of the lowest available fares for direct flights. Use of advance purchase discounts, non-refundable fares, and special promotional fares is encouraged. When the savings warrant, adjusting planned travel dates and extending hotel accommodations, resulting in additional expense, but lower total cost, would be approved as reimbursable. Service fees for exchanging tickets are usually not considered reimbursable.
- C. A staff member who is unable to use a travel ticket obtained at ArtStream’s expense will be responsible for using the ticket for other ArtStream business at a later date, or reimbursing ArtStream for the cost of the ticket within one year of the ticket’s original date.
- D. Use of staff cars, taxis, airport and hotel shuttle services and bus and subway transportation shall be reimbursable expenses and should be selected on the basis of lowest cost, while taking into account circumstances such as mobility, accessibility, time of day, and personal safety.
- E. The use of rental cars or trucks requires advance authorization. Unless otherwise authorized, rental cars shall be selected according to lowest cost available. A signed Driving Policy must be on file prior to renting a vehicle.
- F. Hotel accommodation expenses will be reimbursed at the lowest single available rate. When sharing a double occupancy room, ArtStream will reimburse individuals at the lowest single available rate.
- G. Meals will be reimbursed at:

\$10 - breakfast
\$12 - lunch
\$25 - dinner
\$47 - total daily meal allowance

- H. Generally, it is expected that if a meal is served as part of an event or activity, reimbursement will not be provided.
- I. Reimbursement for pre-authorized business entertainment expenses on behalf of ArtStream will be approved if properly documented. Appropriate documentation includes the name(s) and affiliation(s) of the person(s) entertained and an explanation of the business purpose and nature of the relationship.
- J. ArtStream will reimburse mileage costs at the current, published federal government rate when a personal car is used for ArtStream business, if requested. Documentation of mileage shall cite the start-and-end points and reason for the trip. If requested, a tool like google maps may be used.
- K. In general, personal telephone calls are not considered reimbursable expenses. The use of cell phones to avoid hotel telephone surcharges is strongly encouraged.
- L. Personal expenses, such as in-room movies, service bars, etc. will not be reimbursed.
- M. If a staff member's family member(s) accompany him/her to an ArtStream function, the staff member will be responsible for any additional costs incurred by the family member(s), including travel, hotel and meals.
- N. Reimbursement for pre-authorized personal assistant services necessary for attendance at a required ArtStream event will be approved if properly documented. Appropriate documentation includes an invoice from a personal care provider.

ArtStream does not allow the use of corporate cards for personal charges. If you inadvertently use a corporate card for personal use, ArtStream will charge the debt to your advance account; you must pay the debt immediately. Notify the Director of Finance and Administration as soon as possible to ensure proper accountability.

VACANCY COVERAGE POLICY

Employees may take on extra duties to cover for a current employee who is unable to work for a brief period. When a current staff member is *required* to take on extra duties during a vacancy that lasts more than three months, that staff member may receive up to ¼ of any unused salary.

Work that qualifies for Vacancy Coverage:

Daily duties assigned to maintain services between the departure of a full or part-time employee and the hiring of a replacement. These duties are added on to the employee's regular work responsibilities and require a significant daily commitment for more than three months.

Vacancy coverage saves the organization the expense of hiring a temporary employee and benefits ArtStream by maintaining needed services, reducing risk, and enhancing an employee's skills.

Compensation: [SEP]

Following the transfer of the extra duties to a new employee after a minimum of three months, any savings from unused salary will be calculated and one quarter (1/4) of the savings will be distributed to the employee who completed the extra duties.

DOCUMENT RETENTION POLICY

The purpose of this policy is to provide a system for complying with document retention laws, ensure that the organization retains valuable documents, saves money, time and space, protect the organization against allegations of selective document destruction, and provide for routine destruction of nonbusiness, superfluous, and outdated documents.

The Document Retention and Destruction Policy identifies the record retention responsibilities of staff, volunteers, members of the board of directors, and outsiders for maintaining and documenting the storage and destruction of ArtStream's documents and records.

ArtStream's staff, volunteers, members of the board of directors, committee members and outsiders (independent contractors via agreements with them) are required to honor the following rules:

- a. Paper or electronic documents indicated under the terms for retention in the Document Retention and Destruction Policy will be transferred and maintained by the Director of Finance and Administration;
- b. All other paper documents will be destroyed after three years;
- c. All other electronic documents will be deleted from all individual computers, data bases, networks, and back-up storage after one year;
- d. No paper or electronic documents will be destroyed or deleted if pertinent to any ongoing or anticipated government investigation or proceeding or private litigation (check with legal counsel or the Director of Finance and Administration for any current or foreseen litigation if employees have not been notified); and
- e. No paper or electronic documents will be destroyed or deleted as required to comply with government auditing standards (Single Audit Act).

Documents that should be retained and the period of retention are listed below. In general, documents that are not subject to a retention requirement should be kept only long enough to accomplish the task for which they were generated.

All documents, including electronic documents, that are no longer relevant to the organization's business, should be destroyed at the end of each FY quarter. Do not retain drafts of any documents that have been finalized. Personal notes should not be kept after they are no longer needed.

The Director of Finance and Administration is in charge of making sure that the appropriate person is complying with the document retention schedule. At the start of each fiscal year, each responsible staff person will submit to the Director of Finance and Administration a list of the documents that have been sent to storage or destroyed. The list will identify the documents with enough specificity that the Director of Finance and Administration could determine which documents were stored or destroyed. Lists of documents stored or destroyed will be kept by the Director of Finance and Administration.

The Director of Finance and Administration and Executive Director maintain a detailed document retention schedule if you have any questions about specific documents.

Financial Documents: Most financial documents should be retained for 7 years after the year in which they were created.

Employment-Related Documents: Applications for employment, ads for open positions, resumes, interview notes, offer letters, rejection letters, and reference checking notes: Maintain 1 year after a decision to hire an employee is made. All other employment records: 7 years. For exceptions to this rule, see the document retention schedule. The employee's I-9 form should be housed outside of the employee/personnel file. After an employee separates from the ArtStream, the I-9 form must be retained for three years after the date of hire or one year after the date employment ends, whichever is later.

Contracts: 15 years after contract has expired for most contracts. Some contracts may require retention.

Permanently-Held Documents: Minutes of Board meetings; Bylaws and all amendments; Form 990 and any Schedules; IRS determination letter; 1023 Application for Exemption and all supporting documents; trademark registrations; Combined Registration Application; and Articles of Incorporation.

8. CODE OF ETHICS AND ACCOUNTABILITY



Code of Ethics and Accountability

ArtStream's Mission: Through collaborative performance and lifelong learning opportunities, people with intellectual and developmental disabilities gain the skills and confidence to engage with the world.

ArtStream's Philosophy: We believe that when people make their own choices and are engaged, stimulated, challenged and inspired, they surpass both their own and others' expectations.

ArtStream's Vision: To build an inclusive world where everyone can perform their art out.

Vital to this mission, philosophy and vision is ArtStream's manner of doing business in an open, responsible, and accountable way. The members of ArtStream's Board of Directors and its staff each shares the belief that ArtStream benefits from working with the ArtStream community through an open dialog, as well as through constructive monitoring and appropriate expansion and

correction of policies and procedures whenever warranted. The Board and staff members of ArtStream recognize their important responsibilities, including, but not limited to, the following:

- Open communication on all ArtStream activities
- Exemplary individual accountability and professionalism
- A willingness and openness toward improving the ways in which activities are conducted
- Adherence to governance guidelines promulgated through both the BBB-Wise Giving Alliance Standards for Charitable Accountability, BoardSource, and the Maryland Nonprofits Standards for Excellence

The mission and activities of ArtStream should be transparent and as easily understood as possible by all those involved in ArtStream programs. The very few exceptions to this relate to ArtStreamers' medical or personal information, information that donors wish to keep confidential, and contractor or employee medical or personal information, (and individual salaries or performance reviews – which are instead vetted by the independent, volunteer Board of Directors).

Concerns about any aspect of ArtStream's accountability, performance or policy consistency may be directly addressed to either the Chair of the Board, individual Board Members or the Executive Director of ArtStream. Members of the Board and Staff are committed to responding to concerns expressed by any community member and taking action and communicating that action back to the ArtStream community, whenever required.

General Expectations

1. Board and Staff Members shall act in the best interests of ArtStream and the ArtStream community (ArtStreamers, families, caregivers, Teaching Artists, volunteers, partner organizations, donors, Board of Directors and staff) in performing their duties.
2. Board and Staff Members shall contribute to a collegial, inclusive, professional, positive, and respectful work environment for everyone in the ArtStream community.
3. Board and Staff Members shall know, understand, and support ArtStream's mission, vision, core values, purpose and goals and be familiar with and follow ArtStream policies, procedures, and guidelines.
4. Board and Staff Members shall not discriminate against any person on the basis of age, sex, race, color, national origin, sexual orientation, gender identity including transgender status, disability, political or religious opinion or affiliation, or any other class protected under federal, state and local law when carrying out their ArtStream responsibilities and engaging in ArtStream activities.
5. Board and Staff Members shall at all times follow all applicable laws and regulations of the relevant government authorities, including all laws and provisions that govern appropriate conduct in the workplace while acting on behalf of the ArtStream community.

6. Board and Staff Members shall take all reasonable steps to protect their own and others' health and safety, and to notify ArtStream management of any risks to their own or others' health and safety that come to their attention.

7. Only information deemed public knowledge may be shared or discussed outside ArtStream, unless specifically authorized to do so by the Executive Director and/or the Chair of the Board. Except as part of their official duties, Board and Staff Members shall not share, copy, reproduce, transmit, divulge or otherwise disclose any confidential information related to the affairs of ArtStream, and Board and Staff Members will uphold the strictest confidentiality regarding any information discussed at meetings or any other deliberations and communications. Questions regarding the confidential nature of ArtStream information or documents shall be directed to the Executive Director or Chair of the Board.

8. Unless authorized by the Executive Director and/or the Chair of the Board, Board and Staff Members may not speak on behalf of ArtStream or the Board to external parties, including but not limited to the media. This is not intended to limit Board and Staff Members from speaking on their own behalf.

9. All communications to the ArtStream community, regardless of the medium, reflect on ArtStream. E-mail or other communications shall follow the same professional standards as verbal communication.

Conflict of Interest

10. Board and Staff Members are expected to act in the best interest of the ArtStream community and not for personal or third-party gain or financial enrichment, in compliance with the Conflict of Interest Policy.

**FORMS
and
ADDITIONAL
INFORMATION**

EMPLOYEE'S RECEIPT OF HANDBOOK

I have received a copy of ArtStream's Employee Handbook on this _____ day of _____ (month), 20___. I agree that it is my responsibility to read and understand the policies, practices, and procedures contained in it, and that I may, at any time during my employment at ArtStream, ask questions about this Handbook of my supervisor or the Executive Director or Director of Finance and Administration. I understand that these policies, practices, and procedures govern my employment with ArtStream and I agree to abide by these policies, practices, and procedures.

I also understand that my employment is not for a definite period of time, and that nothing in this Handbook creates or implies an express or implied contract for employment or in any way guarantees any benefits described herein. I agree that ArtStream or I can terminate my employment at-will at any time, with or without cause or notice. Three weeks' notice in cases of resignation is requested.

I further understand that ArtStream may at any time, with or without notice, unilaterally amend, modify, reduce, or discontinue any and all of the rules, policies, wages and benefits referred to in this Handbook. I also understand that this Handbook contains summaries of the benefits offered by ArtStream, and an overview of the workplace policies, practices, and procedures.

I understand that no representative of ArtStream, other than the Executive Director has the authority to enter into an agreement with me for employment for any specified period of time or to make any agreement with me contrary to the foregoing either of which must be in writing.

Please Print Your Name:

Employee Signature

Date

Witness Signature

Date

Conflict of Interest Policy Annual Affirmation of Compliance and Disclosure Statement

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

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

If any situation should arise in the future which I think may involve me in a conflict of interest, I will promptly and fully disclose the circumstances to the President (Chairman of the Board of Directors) of **ArtStream**, Inc. or to the Executive Director, as applicable.

I further certify that the information set forth in the Disclosure Statement and any attachments is true and correct to the best of my knowledge, information, and belief.

Name (Please print)

Signature

Date

**ArtStream
Annual Statement of Potential Conflict of Interest
Annual Certification**

Name: _____

Date: _____

Office or Staff Position: _____

Please include in your answers any activity during the previous 12 months. In responding to these questions, please note that a “yes” answer does not imply that the relationship or transaction was necessarily inappropriate.

Entities Doing Business with ArtStream

1. Are or were you, or any member of your immediate family or household (your parents and their spouses; your children, grandchildren, and their spouses; your spouse and his/her parents; your siblings, your spouse's siblings, and their spouses; and any individual living in your home), an officer, director, general partner, agent, or employee of any entity doing business with ArtStream?

_____ yes _____ no

If the answer is “yes”, please list the names of such entities, the position held, and the approximate dollar amount of business involved with ArtStream last year.

2. Do or did you, or does or did any member of your family, have a financial interest in, or receive any remuneration or income from, any entity doing business with ArtStream?

_____ yes _____ no

If the answer is “yes”, please list the names of the entities in which such interest is held, the person by whom such interest is held, and the nature and amount of each such financial interest, remuneration or income.

3. Are or were any of your business associates (general partners, principals, and employers) an officer, director, general partner, agent, or employee of any entity doing business with ArtStream?

_____ yes _____ no

If the answer is “yes”, please list the names of such entities, the position held, and the approximate dollar amount of business involved with ArtStream last year.

Entities Related to those Doing Business with ArtStream

4. Do or did you, or any member of your immediate family or household, or any of your business associates, have any interest in any entity which is controlled by or under common control with any other entity doing business with ArtStream?

_____ yes _____ no

If the answer is “yes”, please list the names of such entities, the controlled entity, the interest held, and the approximate dollar amount of business involved with ArtStream last year.

Beneficiaries & Other Fiduciary Duties

5. Are or were you, or any member of your immediate family or household, or any of your business associates, the beneficiary of a trust or estate with an interest in any entity doing business with ArtStream, or which is controlled by or under common control with any such entity?

_____ yes _____ no

If the answer is “yes”, please list the names of such entities, the interest held, and the approximate dollar amount of business involved with ArtStream last year.

6. Do or did you have fiduciary duties with respect to any trust, estate, incompetent person, conservatee, or minor with an interest in any entity doing business with ArtStream, or which is controlled by or under common control with any such entity?

yes no

If the answer is “yes”, please list the names of such entities, the fiduciary position held, and the approximate dollar amount of business involved with ArtStream last year.

Gifts & Loans

7. Did you, or any member of your family, or any of your business associates, receive during the past 12 months any gifts or loans from any supplier, vendor or other source from which ArtStream buys goods or services or with which ArtStream has business dealings?

yes no

If the answer is “yes”, please list the gifts or loans according to item, name of supplier, vendor or other source, and approximate value of each item.

Other Affiliations & Interests

8. Please list any other affiliations or interests that may present an apparent, potential, or actual conflict of interest.

9. Please list all other boards on which you, or any member of your family, or any of your business associates, serve.

I have read, understand, support, and agree to abide by ArtStream’s Conflict of Interest Policy. I do not have any actual, apparent, or potential conflicts of interest which are not listed on this Statement. I understand that it is my responsibility to inform ArtStream in writing of any change in circumstances relating to this Statement. I certify that the foregoing information is true and complete to the best of my knowledge.

Signature: _____ Date: _____

CONFIDENTIALTY
AGREEMENT

This Agreement is made this _____ day of _____, 20__ by and between the ArtStream, hereinafter called " _____ ", and _____.

In consideration of the employment or continuance of employment (as the case may be) of _____ by **ArtStream**, it is hereby agreed as follows:

1. **CONFIDENTIAL INFORMATION:** During my period of employment, **ArtStream** may disclose or cause to be disclosed to me, confidential information, which can include: participant medical information, certain business information such as financial and marketing data, budget information, bid proposals, contract negotiations, and research and development ideas; personnel actions regarding other employees to which I have access as a result of my job duties, such as promotions, demotions, terminations, personnel controversies, compensation, payroll data, performance appraisals, and personal information of an embarrassing nature or that an employee specifically requested be kept confidential; information about program recipients or clients of a personal nature; and, certain legal advice, opinions, and documents. I recognize such information to be the property of **ArtStream** and I agree to hold such information in trust and solely for **ArtStream's** benefit and not to disclose such information to those inside or outside **ArtStream**, either during or after employment, without the written consent of an officer of the **ArtStream**.

I acknowledge that **ArtStream** does not seek to regulate or infringe upon the right of non-management employees to communicate among themselves or with interested parties about their terms and conditions of employment. Nothing in this Agreement should be read as in any way limiting such employee rights.

2. **SUBSEQUENT EMPLOYMENT AND TERMINATION OF EMPLOYMENT:** This agreement shall continue in any subsequent employment of mine by **ArtStream**, and extend to **ArtStream's** successors or assigns.

Upon leaving **ArtStream's** employ, I agree not to take with me, without first obtaining the written consent of an officer of **ArtStream**, any document or tangible evidence of confidential information or data belonging to or under the control of **ArtStream**, whether electronic, recorded, or hard copy, whether an original or a reproduction.

3. **FORMER OBLIGATIONS:** I will strictly adhere to any obligations, which I may have with former employers insofar as the use or disclosure of confidential information is concerned.

4. **CONSEQUENCES OF BREACH:** I understand that any breach of this agreement is grounds for corrective action, up to and including immediate dismissal.

By **ArtStream**:

Employee Signature

Supervisor's Signature

Date

Date

AUTHORIZATION FOR MEDICAL INFORMATION RELEASE

1. I _____, authorize the disclosure of my protected health information¹ as described herein for the evaluation of a job accommodation. This disclosure may be made in writing or verbally. I understand that this authorization is voluntary and made to confirm my direction. I understand that, if the person(s) or organization(s) that I authorize to receive my protected health information are not subject to federal and state health information privacy laws,² subsequent disclosure by such person(s) or organization(s) may not be protected by those laws.

2. I authorize the following person(s) and/or organization(s) **to disclose** my protected health information (as specified below):

Name(s) _____

Organization(s) _____

3. I authorize the disclosure of information about my medical condition that pertains to any request for accommodation that I have made of my employer, including a request for leave from my job.

4. I authorize **disclosure to and use of** my protected health information by the following individual(s) and/or organization(s):

Name(s) _____

Organization(s) _____

The specific purpose of each use or disclosure (or write “at the request of the individual” in this space):

To provide information that my employer may need from my physician to evaluate any accommodation that I may request as a result of my inability to perform one or more of the essential functions of my job.

5. I understand that I have a right to revoke this authorization at any time. I understand that if I revoke this authorization, I must do so in writing and present my written revocation to:

¹Protected health information (“PHI”) is health information that is created or received by a health care provider, health plan, or health care clearinghouse which relates to: (1) the past, present, or future physical or mental health of an individual; (2) the provision of health care to an individual; or (3) the past, present, or future payment for the provision of health care to an individual. To be protected, the information must be such that it identifies the individual or provides a reasonable basis to believe that the information can identify the individual. 45 C.F.R. 164.508.

²These laws apply to health plans, health care providers, and health care clearinghouses.

6. I understand that the revocation will not apply to information that has already been released in response to this authorization. Unless otherwise revoked, this authorization will expire on the following date, event, or condition:

(If no expiration date, event, or condition is specified, this authorization will expire in six months.)

7. I understand that authorizing the disclosure of this health information is voluntary. I can refuse to sign this authorization. If I refuse to sign, my employer may not be able to fully evaluate the accommodation request. I understand that I may inspect or copy the information to be used or disclosed. I understand that any disclosure of information carries with it the potential for an unauthorized redisclosure and the information may not be protected by federal confidentiality rules. If I have questions about disclosure of my health information, I can contact my counsel.

I have had the opportunity to read and consider the contents of this authorization. I confirm that the contents are consistent with my direction.

Signed _____

_____ Date

Name: _____

Address: _____

Telephone: _____

Relationship or Authority of Personal Representative (if applicable)

ELECTRONIC COMMUNICATIONS
AGREEMENT

As an employee of ArtStream, I, _____, recognize and understand that the organization’s electronic communication systems (“Systems”) are intended for conducting business, and that while limited personal use of e-mail and internet is permitted, such use may occur only during non-working time and any personal e-mail communications may not place an excessive or unreasonable burden on the System or its users. I understand that I may not include large attachments or audio/video clips to personal e-mail communications. In addition, I understand that my use of the Systems for any purpose is subject to the organization’s confidentiality and ethical conduct rules. I agree not to access a file or retrieve any stored communication on the Systems other than when properly authorized.

I am aware that ArtStream reserves and will exercise the right to review, audit, access and disclose any matter on the Systems at any time, with or without employee notice, and that such access may occur during or after working hours. I am aware that use of an individual password or code does not restrict ArtStream’s right to access electronic communications on the Systems. I am aware that violations of this policy may subject me to disciplinary action, up to and including discharge from employment.

I have read and I understand ArtStream’s policy regarding electronic communications systems located in the Employee Handbook. I have read and I understand this Electronic Communications Agreement.

Signature of Employee

Date Signed

REMOTE WORK AGREEMENT FORM FOR ARTSTREAM

1. Employee's Name and Title

2. Remote Work Schedule

Remote Work Days	Home Office or Alternative Location Hours

3. When working remotely on the day(s) and time(s) listed above I agree to be available by phone and email or Teams mail. Employment at this organization is on an at-will basis. By signing below, I agree to the following:

A. While working from home, employer will bear the following costs related to remote work:

- Computer
- High Speed internet upgrade fee (employee pays standard fee, ArtStream covers additional cost to increase bandwidth to accommodate data needs, during the time the employee is working from home).
- Office supplies need to complete work responsibilities
- Printer (if required for the work)
- Employee will submit expense reports with receipts in accordance with employer expense reimbursement policy

B. Ensure that my home workstation is safe, secure, and free from distraction. Abide by all safety protocols set forth by the organization. To ensure that safe work conditions exist and that other policies are followed. I know that I must allow organizational representatives to inspect my designated workplace at any time during my regular working hours on any scheduled workday.

C. Arrange for care by a third party for children or other household members who require supervision. During times of pandemic, exceptions will be made to this requirement for employees with caregiving responsibilities.

D. Be available by phone, email, and Teams mail during the times agreed upon by me and my supervisor while working remotely. All employees must comply with office policy about reporting time. During times of pandemic, exceptions will be made to this requirement for employees with responsibilities that make it challenging to work during traditional agreed upon hours. A non-exempt employee who works remotely must also take and log his or her required breaks and must obtain pre-approval to work any overtime in accordance with ArtStream's policy.

E. Check and respond to phone and email messages regularly while working remotely, no less frequently than every four hours. My work phone will be forwarded to a phone where I am available to answer it (either home or cell phone). I will answer the phone in a professional manner as I would in the office,

ensuring that there is no background noise around me that would distract either myself or the caller. If I am not able to answer the phone, my message will be professional and identify me by name, title and “ArtStream.”

F. Agree that no third-party business meetings will occur at my home office. All meetings will occur at the organization's office(s), the other party's office or location, or other public location.

G. Employee agrees to comply with ArtStream’s policies and expectations regarding information security. Keep all confidential files in a secure location at my workstation while they are in my possession.

H. Follow all ArtStream policies, including the policies for prevention and reporting of safety concerns and prohibited harassment. Employee agrees that employer equipment will not be used by anyone other than the employee and only for business-related work. The employee will not make changes to security or administrative settings. The employee understands that the tools and resources provided by ArtStream shall remain property of ArtStream. If there is any theft or damage to ArtStream property, such theft or damage should be reported to ArtStream at the earliest possible opportunity.

I hereby agree to the terms of the remote work agreement.

Employee: _____ Date: _____

Approvals:
Supervisor: _____ Date: _____

Executive Director: _____ Date: _____

NOTE: THE LAWS OF SOME STATES, SUCH AS CALIFORNIA, MAY REQUIRE REIMBURSEMENT OF ANY EXPENSES INCURRED FOR BUSINESS PURPOSES, INCLUDING REMOTE WORK SET-UP EXPENSES. CHECK STATE LAW TO ENSURE COMPLIANCE.

ARTSTREAM'S REMOTE WORK HOME OFFICE CHECKLIST

Name:

Date of Inspection:

Remote Work Site Address:

Description of Work Area:

Checklist Items:

Yes

No

Checklist Items:	Yes	No
1. Are there appropriate communications devices available for business use?		
2. Is there reliable and secure Internet access?		
3. Is adequate lighting provided in the workspace?		
4. Is electrical equipment free of recognized hazards (e.g., exposed or frayed wires, overloaded or ungrounded outlets)?		
5. Is electrical system adequate for office equipment?		
6. Will ArtStream's equipment be plugged into surge protectors that are properly installed?		
7. Are phone lines, electrical wires and extension cords secured under a desk or along a baseboard?		
8. Are hallways, doorways, and floors free of objects that could obstruct visibility or movement?		
9. Is there a clear and unobstructed exit?		
10. Is the area clear of hazards that could cause falls?		
11. Are working smoke detectors installed at the work site?		
12. Is there a working fire extinguisher?		
13. Are work materials and equipment in a secure place that can be protected from damage or misuse?		

Employee: _____ Date: _____

Approvals:
Supervisor: _____ Date: _____

Executive Director: _____ Date: _____

NEW EMPLOYEE ORIENTATION CHECKLIST

Employee:

Date:

Welcome to ArtStream! Listed below and in the attached documents you will find information related to your employment with ArtStream. Please review it carefully and be sure to ask the Director of Finance and Administration or your supervisor if you have any questions or concerns. Please talk to any one of us if there is something at ArtStream you believe should be improved. We value your opinions and want to hear from you.

Documents required to complete payroll for payday _____:

- Application form, with resume for exempt staff
- Job description (your position title is _____). This is an exempt/nonexempt position. You will not/will be eligible for paid overtime.)
- Form W-4, U.S. Income tax withholding form
- Form MW 507, if MD income tax withholdings are different from Federal
- Form I-9, proof of citizenship status, original unexpired identification (which ArtStream will make a copy of) (see form for acceptable forms of identification)
- Proof of auto insurance, required for employees driving ArtStreamers or volunteers on the job (See Driving Policy. Current proof must be on file. Please copy Director of Finance and Administration when coverage renews.)

Required policy communications:

- Mission statement
- Employee manual with **acknowledgement**
- Conflict of interest statement with **acknowledgement** (The Executive Director will contact you annually to renew your statement.)
- Policy highlights from Employee Manual to be especially noted – Harassment, Outside Activities, Partisan Political Activities, Grievance, Confidentiality, Whistleblower, Code of Ethics and Accountability, Communications, Drug-Alcohol, and Smoke-Free workplace
- Working hours, pay periods, current holiday schedule, expense forms, grievance policy
- Staff list with position titles, personnel directory information

Required benefit communications:

- COBRA/HIPAA notice, with copy for spouse with acknowledgement to Nonprofit
- Brief benefits description

Required paid benefit information:

- Paid time off
- Family leave
- See employee manual for other forms of leave
- Leave form
- Disability coverage summary sheet
- Insurance Company disability information sheet and book – short- and long-term disability insurance
- Insurance Company group term life insurance and accidental death and dismemberment beneficiary (**You will need the Social Security numbers of your beneficiaries**)

Benefits enrollment:

- ❑ Benefit enrollment form, must be completed even if waiving benefits
 - ❑ (As applicable, you will need the birth dates, Social Security numbers, and wedding date for dependent coverages.)
 - ❑ Insurance Company descriptive information
 - ❑ Benefit summary
 - ❑ Pretax premium plan
 - ❑ Reimbursement form and FYI sheet on payment dates, etc.
 - ❑ Employer subsidized Insurance Company health coverages
 - ❑ Insurance Company application form
 - ❑ Insurance Company health, dental, vision benefit guide
 - ❑ Supplemental Insurance information
 - ❑ Supplemental life

401(K) retirement plan:

- ❑ 401K summary plan description, highlight eligibility date
- ❑ Website describing 401K custodian and custodial account investment options
- ❑ 401K application

Building, parking, and other general information:

- ❑ Office key card
- ❑ Teams/Phone system manual
- ❑ Computer Services Vendor information
- ❑ Computer equipment for home use

On behalf of ArtStream, I have discussed these items with, provided materials to, and received all required documents from the new ArtStream employee.

I certify that I have received the documents, forms, and information listed above.

(New employee signature)

Date

ArtStream Driving Policy

Approved November 5, 2019

The purpose of this policy is to promote the safety of students, employees/contractors/volunteers using personal vehicles or rental vehicles for ArtStream activities. All employees/contractors/volunteers (each a “Potential Driver”) driving a vehicle for ArtStream activities shall maintain a valid driver’s license, must always operate the vehicle in a safe manner, and shall have the insurance coverage required by ArtStream.

Upon first participating in ArtStream activities and thereafter at the start of each fiscal year (September), every Potential Driver for ArtStream activities will be asked to sign the Vehicle Use Agreement. The Executive Director or his/her designee will determine eligibility for driving for ArtStream activities.

Vehicle Use Agreement - to be signed annually

A Potential Driver using a personal vehicle for the purpose of ArtStream activities must act with utmost care to protect ArtStream, the driver, and students/contractors/employees/volunteers (collectively “Passengers”). This certification is intended to establish whether or not a Potential Driver may drive a personal or rental vehicle for ArtStream activities and to assure that any Potential Driver understands ArtStream policies related to the use of a personal or rental vehicle for ArtStream activities.

_____ I understand that I am not an “authorized driver” for ArtStream and as such am not permitted to operate rental vehicles or my own vehicle on ArtStream activities under any circumstances.

An unauthorized driver is:

- a. any driver with one major motor vehicle violation within the past three (3) years
- b. any driver having 3 or more minor motor vehicle violations within the past three (3) years
- c. any driver having a total accumulation of 10 points on his/her driver’s license.
- d. any driver under the age of 21
- e. any driver who has not agreed to ArtStream’s Driving Policy and signed below

_____ I may drive a personal or rental vehicle for ArtStream activities and have met or will meet the requirements of this policy prior to driving for ArtStream activities, including:

- Maintaining auto liability insurance with minimum DMV limits required by the state in which the car is registered.

Noted here for reference: Virginia: \$25,000 bodily injury/death of one person; \$50,000 bodily injury/death of two or more persons; \$20,000 property damage. Maryland: \$30,000 bodily injury/death of one person; \$60,000 bodily injury/death of two or more persons; \$15,000 property damage. District of Columbia: Third party liability \$25,000 per person and \$50,000 per accident; uninsured motorist bodily injury \$25,000 per person and \$50,000 per accident; uninsured motorist property damage \$5,000 subject to \$200 deductible.

- Maintaining current state vehicle inspections.

- Maintaining my vehicle in a safe operating condition when driving for ArtStream activities.
- Proof of insurance (copy of declaration page, certificate of insurance) will be provided to ArtStream. I volunteer to submit information concerning any changes or cancellations of that insurance within three (3) business days and to provide updated evidence of insurance at any future renewal of my policy within three (3) business days of the change or update.
- Proof of satisfactory Driving History Motor Vehicle Record (obtained through background check performed at start of service and annual screening).
- Take all necessary steps to assure no ‘business use’ exclusion or other language in my automobile insurance policy excludes coverage when I am driving for ArtStream activities.
- I understand that my automobile liability insurance policy is the primary coverage in the event I am involved in a vehicle accident occurring while I am operating my personal vehicle in connection with ArtStream activities and that I am responsible for liability arising out of the operation of my vehicle.
- *For potential drivers renting trucks, it is the potential driver’s responsibility to verify that rental company insurance is also purchased.*

Signature _____

Name _____ Date _____
 (print)

Vehicle Use Rules:

We consider accident prevention to be most important.

- The driver and all passengers must wear seat belts at all times. No vehicle should be operated when the number of occupants exceeds the number of passenger restraints available.
- Maintain reasonable distance, allow for speed, road and weather conditions.
- Obey all traffic signs and signals with a full and complete stop.
- Drivers will follow all applicable State and Federal regulations.
- Driving for ArtStream activities while under the influence of intoxicants or other drugs (which could impair driving ability) is strictly prohibited.

- The use of radar detectors is prohibited while driving for ArtStream activities.
- Accidents are to be reported IMMEDIATELY to the Programs or Theatre and Events Manager (add phone numbers).

Tickets and moving motor vehicle violations that occur while driving for ArtStream activities are to be reported to the Programs or Theatre and Events Manager within 24 hours. Drivers are responsible for all fines incurred due to traffic and parking violations while driving for ArtStream activities (e.g., violation tickets, red light camera violations, speed camera violations, EZ Pass violations). Violations may affect a potential driver's eligibility for driving Passengers or rental vehicles (see vehicle use agreement for violations that prohibit driving).

- The personal vehicle used to transport Passengers must be properly maintained and in good working condition.
- There shall be no smoking in personal vehicles while transporting Passengers.
- Transportation of Passengers should be documented on the mileage reimbursement form, and/or reported in the class/workshop/rehearsal report, as appropriate.
- The driver must comply with the Distracted Driving Policy (below)

Distracted Driving Policy

General Procedures

- Use of hand-held cell phones while driving is strictly prohibited – this includes all functions of the cell phone including, but not limited to, phone calls, text messaging/SMS, e-mail, MMS, Internet use, camera use, etc.
- Use of electronic devices – including laptops, PDAs, cameras and pagers – while driving is strictly prohibited.

Headset/Hands-Free Use

- The use of headsets or hands-free devices while driving is permissible IF
 - Any dialing or use of the handset is handled while stopped or pulled to the side of the road
 - Conversations do not interfere with the driver's ability to drive safely
 - Road conditions are generally good and do not threaten your safety

Rental Vehicles:

You may drive and rent a vehicle to transport ArtStream materials such as props, costumes, or other performance materials. These rentals often involve driving in unfamiliar areas and vehicles that are quite different than you are used to. To reduce the risk to both you and ArtStream, we have implemented the following rules:

- All vehicles must be from a national vendor (e.g. Alamo, Avis, Dollar, Enterprise, Hertz, or National).
- Prior to leaving the rental lot a walk-around inspection of the vehicle must be completed to identify any pre-existing damage and/or issues with critical components.
- Rental vehicles are only to be used for ArtStream activities. The vehicle may only be used to go to and from the load-in/load-out locations only.
- The driver must comply with **Vehicle Use Rules** at all times.

All drivers of rental vehicles must submit their personal insurance information to the rental agency. *The rental company insurance that is over and above individual insurance must also be purchased.*

WAIVER AND RELEASE OF ALL CLAIMS
REGARDING REFERENCES

From time to time, various employees may be asked for information about your employment history, salary status, or may be asked to provide a reference regarding your employment at ArtStream. It is the policy of ArtStream that all such requests for information about individual employees be handled directly by the Executive Director.

If your supervisor is asked to provide a reference, s/he may do so if you have read and signed this Waiver and Release of all Claims Regarding References (“Waiver”). In consideration for signing this Waiver, ArtStream will release the following information to entities or individuals if you indicate a desire to release this information by writing in the blank beneath the sentences below: I desire that this information be released. If you do not want this information released, then write in the blank beneath the sentences below: I do not wish this information to be released.

1. Address:

2. Home Telephone Number and E-Mail:

3. Opinion Regarding Job Performance (Whether such opinion is positive or negative):

4. Opinion Regarding Personal Qualities that Employee Brought to the Job (Whether such opinion is positive or negative):

5. Reason for Termination:

6. Eligibility for Rehire:

I understand that an opinion regarding my job performance or personal qualities that I brought to the job may result in a positive, negative, or mixed review. Regardless of the nature of such an opinion, I desire to have this information released.

In consideration for releasing such information, I hereby irrevocably and unconditionally release and forever discharge ArtStream, and each of its directors, officers, employees, and agents including predecessors, successors, and assigns from any and all actions, causes of action, suits, debts, claims, complaints, liabilities, and demands of any nature, in law or equity, that I ever had, now have, or hereafter may have, or that my heirs, executors, beneficiaries, administrators, assigns, and trustees hereafter may have, by reason of any claims relating to the release of the information so designated in this document,

including but not limited to any claims that I may have for defamation, slander, libel and tortious interference with contract or business.

I have read all the terms of this Waiver and sign it voluntarily, and accept all obligations contained in this Waiver in exchange for the mutual promises contained in this Waiver and the consideration above.

Signature

Date

■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■

Please extend the release of information designated in this Waiver until _____
Date

Signature

Date

ARTSTREAM

APPLICATION FOR EMPLOYMENT

ArtStream is an equal opportunity employer. We consider applicants for all positions without regard to race, color, religion or creed, national origin or ancestry, sex (including pregnancy, sexual orientation, or gender identity), age (40 or older), marital status, status as an individual with a physical or mental disability, veteran status, genetic information, and citizenship, or any other legally protected status.

This is a non-smoking environment.

PERSONAL INFORMATION:

Name: _____
Last
First
Middle

Present Address: _____
Street
City
State
Zip

Code _____
 Email Address: _____

Home Phone #: _____ Cell Phone #: _____

How did you learn of **ArtStream**?

- Advertisement Referral *(If so, who?)* _____
 Other _____

List any relatives working with us: _____

EMPLOYMENT DESIRED:

Position: _____ Salary Desired: _____

Date Available: ____ / ____ / ____

Are you available for full-time work? Yes No If not, what hours can you work? _____

Will you work overtime if asked? Yes No

EDUCATION:

	Name & Location of School	# of Years Att	Did you graduate?	Major Course of Study
High School				
Trade/Business School				
College/University				
Post Graduate				

Please list any professional designations or licenses currently held: _____

Please describe additional skills, training, or ability you would like to have us consider in evaluating your qualifications. Include software: _____

FORMER EMPLOYERS:

Company Name & Address	From:	Job Title:
	To:	Duties:
Telephone:	Start:	Reason for Leaving:
Supervisor:		
May we contact?	Final:	
Company Name & Address	From:	Job Title:
	To:	Duties:
Telephone:	Start:	Reason for Leaving:
Supervisor:		
May we contact?	Final:	
Company Name & Address	From:	Job Title:
	To:	Duties:
Telephone:	Start:	Reason for Leaving:
Supervisor:		
May we contact?	Final:	
Company Name & Address	From:	Job Title:
	To:	Duties:
Telephone:	Start:	Reason for Leaving:
Supervisor:		
May we contact?	Final:	

REFERENCES: (Give the names of three professional/non-relatives that you have known for at least one year).

Name	Address	Telephone	Occupation	Yrs Acquainted

--	--	--	--	--

OTHER INFORMATION:

Have you previously applied or worked at **ArtStream**? If so, in what position?

Original date of employment with **ArtStream**

Are you lawfully eligible for employment in the United States?

Without sponsorship Yes No

With sponsorship Yes No

(Please note that verification is required by law if you are offered a position.)

PLEASE READ AND SIGN BELOW:

IN ACCORDANCE WITH MARYLAND LAW, AN EMPLOYER MAY NOT REQUIRE ANY APPLICANT FOR EMPLOYMENT OR PROSPECTIVE EMPLOYMENT OR ANY EMPLOYEE TO SUBMIT TO OR TAKE A POLYGRAPH, LIE DETECTOR OR SIMILAR TEST OR EXAMINATION AS A CONDITION OF EMPLOYMENT OR CONTINUED EMPLOYMENT. ANY EMPLOYER WHO VIOLATES THIS PROVISION IS GUILTY OF A MISDEMEANOR AND SUBJECT TO A FINE NOT TO EXCEED \$100.

DATE: _____ **SIGNATURE:** _____

BACKGROUND CHECK RELEASE:

I HEREBY GIVE ArtStream THE RIGHT TO CONDUCT A THOROUGH BACKGROUND INVESTIGATION AND OBTAIN A CONSUMER REPORT OR INVESTIGATIVE CONSUMER REPORT, AS PERMITTED BY STATE AND/OR FEDERAL LAW, INCLUDING, BUT NOT LIMITED TO: EDUCATION, REFERENCES, CREDIT HISTORY, CRIMINAL BACKGROUND, AND DRIVING RECORDS; AND I RELEASE FROM ALL LIABILITY ALL PERSONS, COMPANIES AND CORPORATIONS SUPPLYING SUCH INFORMATION. I RELEASE, INDEMNIFY, AND HOLD HARMLESS ArtStream AND ITS SUBSIDIARIES FROM AND AGAINST ANY AND ALL LIABILITY THAT MAY RESULT FROM MAKING SUCH AN INVESTIGATION. I UNDERSTAND THAT ANY OFFER OF EMPLOYMENT MAY BE CONTINGENT UPON THE RESULTS OF THE BACKGROUND CHECK, IN THE SOLE DISCRETION OF ArtStream.

DATE: _____ **SIGNATURE:** _____

REPRESENTATIONS BY APPLICANT:

I HEREBY CERTIFY THAT THE INFORMATION I HAVE PROVIDED IN CONNECTION WITH MY APPLICATION FOR EMPLOYMENT IS TRUE AND COMPLETE. I UNDERSTAND THAT ANY FALSE OR MISLEADING INFORMATION OR MISREPRESENTATIONS BY OMISSION IN MY APPLICATION FORM OR ANY RELATED DOCUMENT, INTERVIEWS OR OTHER ASPECT OF MY APPLICATION CAN RESULT IN MY DISQUALIFICATION AS A CANDIDATE FOR EMPLOYMENT OR MY IMMEDIATE DISCHARGE IF ALREADY EMPLOYED.

I ALSO UNDERSTAND THAT NOTHING CONTAINED IN THIS EMPLOYMENT APPLICATION OR GRANTING OF AN INTERVIEW IS INTENDED TO CREATE AN EMPLOYMENT CONTRACT BETWEEN ArtStream AND MYSELF FOR EITHER EMPLOYMENT OR FOR GRANTING OF BENEFITS. NO ArtStream REGARDING EMPLOYMENT HAVE BEEN MADE TO ME, AND I UNDERSTAND THAT NO SUCH PROMISE OR GUARANTEE IS BINDING UPON ArtStream UNLESS MADE IN WRITING. IF AN EMPLOYMENT RELATIONSHIP IS ESTABLISHED, I UNDERSTAND AND AGREE THAT IT IS AT-WILL, MEANING EITHER I OR ArtStream MAY TERMINATE MY EMPLOYMENT AT ANY TIME WITH OR WITHOUT CAUSE OR NOTICE.

I UNDERSTAND THAT, IF ACCEPTED FOR EMPLOYMENT, IT IS NECESSARY TO ABIDE BY THE RULES AND POLICIES OF ArtStream AND ANY OF ITS SUBSIDIARIES.

DATE: _____ **SIGNATURE:** _____

**DISCLOSURE AND AUTHORIZATION REGARDING BACKGROUND INVESTIGATION
FOR EMPLOYMENT PURPOSES**

Disclosure

ArtStream (the “Company”) may request from a consumer reporting agency and for employment-related purposes, a “consumer report(s)” (commonly known as “background reports”) containing background information about you in connection with your employment, or application for employment, or engagement for services (including independent contractor or volunteer assignments, as applicable).

Coeus Global (“Coeus”) will prepare or assemble the background reports for the Company. Coeus can be contacted at 1-866-765-0592 or through their website at https://www.coeusglobal.com/contact_us.

The background report(s) may contain information concerning your character, general reputation, personal characteristics, mode of living, or credit standing. The types of background information that may be obtained include, but are not limited to: criminal history; litigation history; motor vehicle record and accident history; social security number verification; address and alias history; credit history; verification of your education, employment and earnings history; professional licensing, credential and certification checks; drug/alcohol testing results and history; military service; and other information.

Authorization

I hereby authorize Company to obtain the consumer reports described above about me.

Applicant Name _____

Applicant Signature _____ Date _____

STATE REQUIRED POSTERS

<http://www.dllr.state.md.us/oeope/poster.shtml>

(This website has a list of all posters that you must display and where you can obtain them through the State of Maryland)

POSTER	NOTES AND WEBSITE ADDRESS	ADDRESS AND PHONE NUMBER
<p>Wage and Hour Fact Sheet</p> <p>Applies to All Employers</p>	<p>You can view the Fact Sheet at the website and download it:</p> <p>http://www.dllr.state.md.us/lab/or/wages/wagehrfacts.shtml</p>	<p>Department of Labor, Licensing & Regulation (DLLR)</p> <p>Division of Labor and Industry 1100 North Eutaw Street Baltimore, MD 21201 (410) 767-2357</p>
<p>Equal Pay for Equal Work</p> <p>Applies to All Employers</p>	<p>You can view the Fact Sheet at the website and download it:</p> <p>http://www.dllr.state.md.us/lab/or/wages/ (Click on Posters-Equal Pay for Equal Work Factsheet)</p>	<p>Department of Labor, Licensing & Regulation (DLLR)</p> <p>Division of Labor and Industry 1100 North Eutaw Street Baltimore, MD 21201 (410) 767-2357</p>
<p>Unemployment Insurance</p> <p>Applies to All Employers</p>	<p>Poster notifies employee of right to collect unemployment insurance. Poster can be viewed and downloaded at:</p> <p>http://www.dllr.state.md.us/employment/empguide/uibenefitposter.pdf</p>	<p>DLLR Office of Unemployment Insurance 1100 North Eutaw Street Baltimore, MD 21201 (410) 767-2413</p>
<p>Safety and Health</p> <p>Applies to All Employers</p>	<p>You can view the poster at the website:</p> <p>http://www.dllr.state.md.us/lab/or/pdf/moshprivatesectorposter.pdf</p>	<p>DLLR The Commissioner of Labor and Industry 1100 North Eutaw Street Baltimore, MD 21201 (410) 767-SAFE</p>

<p>Employment Discrimination</p> <p>Prohibits discrimination based upon race, color, religion, sex, national origin, age, disability, sexual orientation, genetic information, and marital status.</p> <p>Applies to All Employers With 15 Or More Employees.</p>	<p>You can view the poster at the website, download or order it.</p> <p>Website address is: http://mccr.maryland.gov/cgi-script/csNews/news_upload/Publications_2edb.Discrimination%20Overview%20-%20Employment%20(Poster%20Color).pdf</p>	<p>Maryland Commission on Civil Rights 6 St. Paul Street Baltimore, MD 21202 (410) 767-8600</p>
<p>Workers' Compensation</p> <p>Applies to All Employers</p>	<p>Workers' comp posting notice can be downloaded from the Commission's website.</p> <p>The website address is: http://www.wcc.state.md.us/PDF/Publications/Emp_Notice_C24_fillable.pdf</p>	<p>Workers' Compensation Commission 10 East Baltimore Street Baltimore, MD 21202-1641 (410) 864-5100 or 1-800-492-0479</p>
<p>Health Insurance Coverage</p> <p>Applies to all Employers</p>	<p>Poster notifies employee of right to continue healthcare coverage. Poster can be viewed and downloaded at: http://www.dllr.state.md.us/employment/empguide/healthinsposter.pdf</p>	<p>DLLR Office of Unemployment Insurance 1100 North Eutaw Street Baltimore, MD 251201 (410) 767-2413</p>
<p>Pregnancy Accommodations</p> <p>Requires employers to provide reasonable accommodations to disabilities caused or contributed to by pregnancy.</p> <p>Applies to All Employers With 15 Or More Employees.</p>	<p>A poster notifying employees of their rights is required, although you do not have to use the MCCR's model poster. You can view the poster at the website, download or order it.</p> <p>The website address is: http://mccr.maryland.gov/cgi-script/csNews/news_upload/Publications_2edb.Pregnancy%20Disability%20-%20Employment%20(Poster%20Color).pdf</p>	<p>Maryland Commission on Civil Rights 6 St. Paul Street Baltimore, MD 21202 (410) 767-8600</p>

STATE-REQUIRED NOTICES THAT ARE NOT POSTERS OR THAT DEPEND ON EMPLOYEE POPULATION

POSTER	NOTES AND WEBSITE ADDRESS	ADDRESS AND PHONE NUMBER
Wage Payment and Collection	Employers must give an employee notice of their rate of pay and regular paydays at the time of hiring. A copy of the statute is available on the DLLR website at: www.dllr.state.md.us/labor/wages	DLLR Division of Labor and Industry 1100 North Eutaw Street Baltimore, MD 21201 (410) 767-2239
Maryland Lie Detector Test	Employers must state on each application for employment that the employer is prohibited from demanding submission to a lie detector test as a condition of employment. A copy of the required application statement is on the DLLR website at: http://www.dllr.state.md.us/forms/lie-detectorsignsheet.doc	DLLR Division of Labor and Industry 1100 North Eutaw Street Baltimore, MD 21201 (410) 767-2239
Employment of Minors	This notice must be posted if you employ individuals younger than 18. You can obtain a copy of the notice at this website: http://www.dllr.state.md.us/labor/wages/minorfactsheet.shtml	DLLR Division of Labor and Industry 1100 North Eutaw Street Baltimore, MD 21201 (410) 767-2228
Living Wage Notice	This notice must be posted if you are a state contractor. A copy of the notice is on the DLLR website at: http://www.dllr.state.md.us/labor/prev/livingwage.shtml	DLLR Division of Labor and Industry 1100 North Eutaw Street Baltimore, MD 21201 (410) 767-2239
Notice to Tipped Employees	This notice must be posted if you have tipped employees. A copy of the notice is on the DLLR website at: http://www.dllr.maryland.gov/forms/esstipinfo.pdf	DLLR Division of Labor and Industry 1100 North Eutaw Street Baltimore, MD 21201 (410) 767-2239

FEDERALLY REQUIRED POSTERS AND NOTICES

<i>Description</i>	<i>Form</i>	<i>Complete by Date</i>
Fair Labor Standards Act (FLSA)- Minimum Wage Poster (Federal)	DOL Minimum Wage Poster Or call 66-4-USA-DOL (1-866-487-2365)	Employers must conspicuously post in an area frequented by all employees.
Federal Labor Standards Act (FLSA)- Affordable Care Act Section 18B	For employers that do not offer a health plan For employers that offer a health plan For assistance determining how many full-time employees in your organization.	Upon hiring of new employees. Applicable only to Large Employers, called ALEs.
Federal Labor Standards Act (FLSA)- Affordable Care Act Employer Shared Responsibility Provisions Section 4980H of IRS Code Job Safety and Health Protection Employment Poster (Federal)	DOL/OSHA Job Safety and Health Protection Employment Poster or call: 866-4-USA-DOL (1-866-487-2365)	Employers must display this poster in a conspicuous place where employees can readily see it.
Equal Employment Opportunity Act Employment Poster (Federal)	DOL Equal Employment Opportunity Act Employment Poster or call: 866-4-USA-DOL (1-866-487-2365)	Employers must display this poster in a conspicuous place where employees and applicants can readily see it and where notices are customarily placed.
Notice to Workers with Disabilities Employment Poster (Federal)	FLSA Employee Rights Poster or call: 866-4-USA-DOL (1-866-487-2365)	Employers must display this poster in a conspicuous place where employees and parents and guardians of employees with disabilities can readily see it.

Employee Polygraph Protection Act Notice Employment Poster (Federal)

[Notice to employees prohibiting most employers from using polygraph tests](#)

Employers must display this poster in a conspicuous place where employees can readily see it.

or call 866-4-USA-DOL
(1-866-487-2365)

Migrant and Seasonal Agricultural Worker Protection Act (MSPA) Poster (Federal)

DOL [Migrant and Seasonal Agricultural Worker Protection Act Poster](#)

Employers should post this poster where employees can readily see it (only applicable to those employers who employ migrant or seasonal agricultural workers).

or call 866-4-USA-DOL
(1-866-487-2365)

Other Employment Posters for Organizations with Federal Government Contracts (Federal)

[The Davis-Bacon Act](#)

For covered organizations:

Employers must display this poster in a conspicuous place where employees can readily see it.

Phone: 866-4-USA-DOL
(1-866-487-2365)

[The Service Contract Act \(SCA\)](#)

E-Verify poster only required if your organization is subject to the E-Verify requirement (e.g., federal contractors and subcontractors). State laws may require the use of E-Verify as well. Employers must display the posters in a place that is clearly visible to prospective employees and all employees that will have his or her employment eligibility verified with E-Verify

Phone: 866-4-USA-DOL
(1-866-487-2365)

[Equal Employment Opportunity Act](#)

Phone: 866-4-USA-DOL
(1-866-487-2365)

[E-Verify Poster](#)

**US Citizenship and Immigration Services
1-800-375-5283**

[Right to Work Poster](#)

*US Citizenship and
Immigration Services 1-
800-375-5283*

National Labor Relations Act (NLRA) Poster	Employee Rights Under National Labor Relations Act	The courts have enjoined the NLRB's rule requiring the posting of employee rights under the National Labor Relations Act. However, employers are free to voluntarily post the notice, if they wish.
Workers Rights Under Executive Order 13658 Pay Transparency Poster	Workers Right Executive Order 13658 Poster Pay Transparency Poster	Federal service and construction contractors must notify workers of the applicable minimum wage. May be posted electronically or in a conspicuous place available for all employees and applicants; applies to employers who are federal contractors or subcontractors.
Required State Employment Posters	Varies by state	