

Minnesota Alliance on Crime

PERSONNEL POLICIES

GENERAL POLICY STATEMENT

- 1. The Personnel Policies of the Minnesota Alliance on Crime have been established for all staff (employees, interns, and volunteers) to have a clear understanding of their rights and obligations while working for the Minnesota Alliance on Crime.
- 2. These Personnel Policies shall be reviewed annually by the staff and the Board of Directors of the Minnesota Alliance on Crime to ensure that they are kept current. Any amendments or revisions must be approved by the majority of the Board of Directors. These policy and procedure statements are not intended to be an employment contract, and the Board of Directors reserves the right to make changes to the policies and procedures with or without notice.

MISSION

Minnesota Alliance on Crime connects systems, service providers, and victims to advance the response for victims of all crime.

EQUAL EMPLOYMENT OPPORTUNITY STATEMENT

- 1. The Minnesota Alliance on Crime affirms that equal opportunity for all persons is a fundamental human right. The Minnesota Alliance on Crime will provide for equal opportunity in employment at the Minnesota Alliance on Crime, and the Minnesota Alliance on Crime will not tolerate employment discrimination against any person on the basis of race, color, religion, sexual preference, political affiliation, marital status, place of residence, disability, financial status, age, or other consideration prohibited by law. To implement this policy, the Minnesota Alliance on Crime requires that every person making application for, currently employed by, or applying for further vacancies at the Minnesota Alliance on Crime will be considered on the basis of individual ability and merit.
- 2. The Minnesota Alliance on Crime will ensure that all employees are treated equally without regard to race, color, religion, sexual preference, political affiliation, marital status, place of residence, disability, financial status, age, or other consideration prohibited by law. This policy applies to recruitment, selection, appointment, and all other personnel actions taken by the Minnesota Alliance on Crime.
- 3. Realizing that achievement of active anti-discrimination involves more than just a policy statement; the Minnesota Alliance on Crime further commits itself to actively recruit minorities to work as board members, employees, interns, and volunteers at the Minnesota Alliance on Crime.
 - a. The Minnesota Alliance on Crime's employee, intern, and volunteer application packets will notify applicants that discrimination on the basis of any of the considerations identified above is prohibited.
 - b. All hiring, placement, and promotion of applicants and staff will be made on the basis of individual ability, performance, and staffing needs.
 - c. The Minnesota Alliance on Crime will subcontract services solely to and through vendors who meet state and federal equal employment opportunity guidelines.
 - d. All compensation and fringe benefits, including access to training and educational programs for employees of the Minnesota Alliance on Crime, will be determined without regard to any of the prohibited considerations identified above.
 - e. Upon termination of employment, an interview will be held to determine if employees experienced any type of discrimination while employed by our program.

CLASSIFICATION OF MINNESOTA ALLIANCE ON CRIME EMPLOYEES

- 1. <u>Full-time permanent employee</u>: An employee whose work week consists of 40 hours per week on a year-round basis and who has successfully completed the required probationary period of six (6) months.
- 2. <u>Part-time permanent employee</u>: An employee whose work week consists of less than 40 hours per week on a year-round basis and who has successfully completed the required probationary period of six (6) months.
- 3. <u>Temporary employee</u>: An employee who has been appointed for a full-time or part-time position on a temporary or seasonal basis.
- 4. <u>Probationary employee</u>: An employee who has been assigned a full-time or part-time but who has not completed the probation period of six (6) months.
- 5. <u>Intern</u>: A person working for the Minnesota Alliance on Crime on a full-time or part-time basis who receives either school credit or a stipend for his/her work. An intern is not given the responsibilities or benefits of an employee.
- 6. <u>Volunteer</u>: A person working for the Minnesota Alliance on Crime on a full-time or parttime basis who receives no compensation for his/her work. A volunteer is not given the responsibilities or benefits of an employee.
- 7. <u>Contract Services</u>: A person providing services to the Minnesota Alliance on Crime for remuneration under a contractual agreement. Contractual service providers are not eligible for any program benefits and are not considered to be a member of the Minnesota Alliance on Crime staff.

EMPLOYEES

- 1. Written job descriptions for all positions shall be developed and in writing prior to the hiring process. These descriptions outline major duties and responsibilities.
- 2. Recruitment of employees shall follow state and federal equal employment opportunity guidelines and laws.
- 3. All employment applications shall be in writing. Screening and hiring of applicants for the position of the Executive Director of the Minnesota Alliance on Crime shall be done by the Board of Directors. Additional staff shall be hired by the Executive Director of the Minnesota Alliance on Crime. All hiring practices shall be in accordance with these Personnel Policies. Personnel will be selected solely upon their ability to most effectively carry out the duties of the vacant position.
- 4. In hiring an employee, the Board of Directors and the Executive Director will consider the education, experience, references, and personal qualifications of the prospective employee for the vacant position. The Board of Directors and the Executive Director may also consider special eligibility requirements for the particular vacant position based upon the specific requirements or limitations placed upon the Minnesota Alliance on Crime by various funding sources.

EMPLOYEE PERFORMANCE REVIEW AND PERSONNEL FILES

- 1. Probation: All Minnesota Alliance on Crime employees will be on probation for the first six (6) months of their employment. At the end of three (3) months of employment, either the Board of Directors or the Executive Director will conduct a performance review of the employee. Any problems with that employee's performance will be discussed and documented at that review. Additionally, any achievements and future goals for the employee will be discussed and documented at that review. Near the end of six (6) months of employment, either the Board of Directors or the Executive Director will conduct a further performance review of the employee. At that time, either the Board of Directors or the Executive Director will decide to accept the employee as a permanent employee, terminate that employee, or extend the probationary period for the employee for up to six (6) additional months. Performance reviews for the Executive Director shall be completed by the Board of Directors after initial screening and review by the Executive Committee. Performance reviews for all other employees and interns shall be completed by the Executive Director.
- 2. On-Going Performance Review: All employees shall receive an annual performance review on the date of their original hire. Annual performance reviews for the Executive Director shall be completed by the Board of Directors after initial screening and review by the Executive Committee. Annual performance reviews for all other employees shall be completed by the Executive Director.
- 3. Personnel File: A personnel file shall be maintained for each employee at the Minnesota Alliance on Crime. The personnel file shall include employee applications, written performance reviews, employee comments, personal data (excluding medical data), approved wage statements, and W-2 and W-4 withholding forms. All personnel records are classified as confidential. Only the Executive Committee, the Executive Director, and the subject employee of that file will have access to an employment file. Upon request, the Minnesota Alliance on Crime will only publicly disclose the dates of a particular employee's employment and that positions that particular employee held. The Minnesota Alliance on Crime will not publicly disclose information about an employee's performance or remuneration without specific written permission of the employee. The personnel file for the Executive Director shall be physically retained only by the President of the Board of Directors. All other employees' personnel files shall be retained, and not removed from, the Minnesota Alliance on Crime Office. An employee may review that employee's file at any time and insert a statement contesting any item(s) of data which the employee believes to be inaccurate or unfair.

EMPLOYEE COMPENSATION

- 1. Work Hours: Full-time employees will work a 40-hour week. Part-time employees will work the designated hours outlined in their job description. Work schedules shall be in compliance with the Fair Labor Standards Act. The work day may vary based upon the number of compensatory hours accrued. Employees are required to document all hours of work.
- 2. <u>Compensation</u>: Compensation of all employees will be determined by the Board of Directors. Salaries and/or wage shall be based upon the availability of funds as approved by the Board of Directors. The qualifications of the person hired will determine his/her particular starting salary or wage.
- 3. <u>Salary increases</u>: At the discretion of the Board of Directors, a salary increase, if any, will be applied on the anniversary on the employee's date of hire. Any salary increase will be based upon the performance review of the employee as approved by the Board of Directors.
- 4. <u>Pay Period</u>: All employees shall be paid every two weeks. Time sheets must be directed to the President of the Board of Directors for payment approval by the Board of Directors.
- 5. Reimbursement for Travel, Parking, and Other Business Related Expenses
 - a. Mileage: Employees will be reimbursed for mileage expenses for business related driving purposes under the following circumstances. Mileage reimbursement will be paid at the current federal mileage reimbursement rate. Mileage will be reimbursed for trips exceeding 10 miles round trip. Mileage will not be reimbursed for trips not exceeding 10 miles roundtrip. Mileage will not be reimbursed for normal commuting to and from an employee's residence to and from the Minnesota Alliance on Crime office. Mileage will be calculated from the Minnesota Alliance on Crime office to the business-related event, or from the employee's residence to the business-related event, whichever results in a shorter distance. All mileage reimbursement requests must be made in writing and submitted to the Board of Directors or to the Executive Director for reimbursement approval on a monthly basis.
 - b. <u>Parking</u>: Employees will be reimbursed for parking expenses for business related purposes. All parking reimbursement requests must be made in writing and submitted to the Board of Directors or to the Executive Director for reimbursement approval on a monthly basis.
 - c. <u>Training</u>: At the discretion of the Board of Directors, and upon the pre-approval of the Board of Directors or the Executive Director, the Minnesota Alliance on Crime will pay for business- related training expenses for employees. These expenses may include

- registration, airfare, rental cars, hotel/motel costs, materials, and other related expenses at the discretion of the Board of Directors.
- d. Meals: Employees will be reimbursed for meal expenses resulting from Minnesota Alliance on Crime business-related travel in accord with and at the rates provided for in the current year's State of Minnesota Travel Policies ("Commissioner's Plan"). In accord with the Commissioner's Plan, and upon guidance from the State of Minnesota, employees may receive a per diem advance reimbursement for all meals allowed for during the employee's business-related travel. Any meal an employee receives as a result of their business-related travel without additional cost to the employee (i.e. a training or conference meal provided to the traveling employee) shall be subtracted from the per diem advance reimbursement provided to the employee. In accord with the Commissioner's Plan, receipts are not necessary for reimbursement of business-related travel meal expenses.
- e. Receipts: Except as listed in paragraph d., employees must retain receipts in order to receive reimbursement for expenses from the Minnesota Alliance on Crime. If an employee could not obtain a receipt for a business related expense (i.e. taxi fare, parking meter, or other similar expense), the employee must document the employee's expense and submit the employee's request for reimbursement for the expense to the Board of Directors or Executive Director for reimbursement approval.
- f. Miscellaneous Business Related Expenses: The Executive Director may purchase up to an annual limit of \$250.00 for work-related equipment or work-related materials without prior approval from the Board of Directors. Once the \$250.00 annual limit has been reached, the Executive Director will need to obtain prior approval from the Board of Directors for any additional purchases of work-related equipment or work-related materials. The Executive Director will retain all receipts for purchases made. The Executive Director must attach these receipts to an expense report to be filed with the Board of Directors on a monthly basis.
- g. Expense Credit Card: The Executive Director and the President may use the Minnesota Alliance on Crime expense credit card for business related purchases in accord with the policy limitations indicated above.
- 6. <u>Jury Duty</u>: Employees who are summoned to jury duty will not be required to use any leave balances to cover time they may need to serve on jury duty. Employees on jury duty will receive their normal compensated salary or wage during the time they serve on jury duty. Any stipend the employee receives for the time the employee served on jury duty will be turned over to the Minnesota Alliance on Crime.

EMPLOYEE BENEFITS

<u>Eligible Employees</u>: Except when noted to the contrary, an eligible employee shall include a permanent full-time employee and a permanent part-time employee, regardless of the employee's probationary status.

- 1. Health Insurance: For eligible full-time employees, the Minnesota Alliance on Crime will pay up to \$450.00 per month for single coverage health insurance and dental insurance. The \$450.00 per month cannot be used to assist in payment for an employee's spouse's health insurance and dental insurance plan or to assist in payment for an employee's family's health insurance and dental insurance plan. If an eligible employee declines single coverage health insurance and dental insurance from the Minnesota Alliance on Crime, that employee will be required to sign a waiver of health insurance and dental insurance form. Part-time employees will not be eligible for health or dental insurance benefits through the Minnesota Alliance on Crime.
- 2. <u>Worker's Compensation Insurance</u>: The Minnesota Alliance on Crime maintains a managed care worker's compensation insurance policy for its employees with a preselected health care provider. The Minnesota Alliance on Crime provides for worker's compensation insurance for its employees as required by all applicable state and federal laws.
 - a. An employee who sustains an injury while performing a job-related task or duty shall report that injury as soon as possible to: the Executive Director, who shall thereafter report to the Board of Directors; or the Board of Directors directly.
- 3. <u>Unemployment Compensation</u>: Absent a termination for cause, the Minnesota Alliance on Crime will provide for unemployment compensation as required by applicable state and federal law.
- 4. <u>Social Security (FICA)</u>: The Minnesota Alliance on Crime will automatically deduct FICA tax from each employee's paycheck.
- 5. <u>Paid Holidays</u>: All eligible full-time and part-time employees will earn holiday pay. Holiday pay will be pro-rated for part-time employees. These holidays are not included in PTO. The holidays are:
 - a. New Year's Day
 - b. Martin Luther King Day
 - c. President's Day
 - d. Memorial Day
 - e. Independence Day
 - f. Labor Day

- g. Veteran's Day
- h. Thanksgiving Day
- i. The day following Thanksgiving Day
- j. Christmas Day
- k. Floating Holiday (must be used within calendar year)
- 6. Education and Training Opportunities: At the discretion of the Board of Directors, and upon pre-approval from the Board of Directors, employees are encouraged to attend conferences, seminars, and training opportunities relating to the employee's work at the Minnesota Alliance on Crime. Employees will receive the employee's normal salary or wage for the time the employee spends at an approved conference, seminar, or training opportunity.
- 7. Paid Time Off (PTO): Eligible employees will receive accrued paid time off for their work with the Minnesota Alliance on Crime. Paid time off may be used for vacation time, sick time, and/or bereavement/emergency leave. An eligible employee may use his/her accrued paid time off once the employee has completed the employee's first ninety (90) days of employment. Eligible employees shall accrue paid time off according to the following schedule:
 - a. Eligible full-time employees shall accrue twenty (20) days of paid time off per year at the accrual rate of 6.1538 PTO hours per paycheck.
 - i. Following the first two years of employment, eligible full-time employees shall accrue twenty-five (25) days of paid time off per year at the accrual rate of 7.6923 PTO hours per paycheck.
 - ii. Following the first five years of employment, eligible full-time employees shall accrue thirty-five (35) days of paid time off per year at the accrual rate of 10.7692 PTO hours per paycheck.
 - iii. Following the first seven years of employment, eligible full-time employees shall accrue forty (40) days of paid time off per year at the accrual rate of 12.3077 PTO hours per paycheck.
 - b. Eligible part-time employees shall accrue paid time off on a pro-rated basis of twenty (20) days paid time off per year, dependent upon the percentage of average weekly hours the part-time employee works out of forty hours per week.
 - c. Eligible employees may not carry more than a total of forty (40) days paid time off at any time during the eligible employee's term of employment. Any accrued paid time off in excess of the total forty (40) day limit will be lost by the eligible employee. Once the eligible employee's paid time off total drops below forty (40) total accrued days, the eligible employee will continue to accrue paid time off until the eligible employee again reaches the total forty (40) day accrual limit again.
 - d. Upon termination of an employee's employment, the employee shall receive payment at the employee's normal rate of payment for the balance of any accumulated paid time off

remaining for the employee. A payment under this provision will not exceed a maximum total of twenty (20) accrued days of paid time off to the employee. If employment is terminated during the probationary period of an employee's employment, that employee will not be entitled to a termination payment for accrued paid time off.

- 8. <u>Compensated Time for Exempt Employees</u>: Exempt employees will not accrue compensatory hours. Exempt employees are entitled to a flexible work schedule as needed to ensure all work/projects are completed during the timeframe required.
- 9. Compensated Time for Non-exempt Employees:
 - a. Regular Hourly Work: Non-exempt staff will be paid at their hourly rate up to 40 hours per week. A work week runs from Saturday through Friday. Non-exempt staff can work longer than 8 hours on any given day but are not to work more than 40 hours in the week.

Every effort should be made to adjust work schedule to complete work assignments within a 40 hour week time period. When work assignments will necessitate working evenings, weekends or outside the normal work schedule, every effort should be made to adjust work hours so that only 40 hours are worked in the week. Non-exempt employees will record actual hours worked on the timesheet.

Part-time non-exempt staff will NOT be paid overtime unless they work more than 40 hours in a work week.

b. Overtime Work: Before working any overtime hours, non-exempt employees will seek authorization for those hours. Authorization will be given by the Executive Director or by another staff designated by the Executive Director.

All overtime hours will be paid a 1 ½ times the normal hourly rate.

If non-exempt employees work overtime hours and DO NOT seek authorization for the overtime hours, they will receive a written reprimand but will be paid for all overtime hours actually worked.

- c. Travel Time: For non-exempt employees all hours spent traveling for work (outside of the normal commute to office hours) will be paid. If the travel time results in overtime hours, staff must seek authorization for those overtime hours.
- d. Conference Time: When non-exempt employees travel and attend a conference/meeting, all hours spent in direct conference/meeting activities will be compensated. If there are voluntary social activities associated with the conference/meeting, employees are not required to participate and will not be compensated for time spent in social activities. If employees are required or asked to participate in social activities by the Executive Director or a staff person designated as their supervisor, the time will be compensated.

- e. Volunteering Time: Non-exempt employees cannot volunteer to work without compensation if the volunteer activity would otherwise be considered part of their regular work activity and would be compensated.
 - If non-exempt employees want to volunteer time for related work and the decision to volunteer is indeed truly the employee decisions and not in any fashion a requirement for work, the non-exempt employee may volunteer. None of this volunteer time would be recorded as work time or be compensated.
- 10. <u>Temporary Employees</u>: Temporary employees are not entitled to the employee benefits described above at the Minnesota Alliance on Crime. Temporary employees will receive only those employment benefits specifically required by state and federal law, including, but not limited to, FICA, unemployment, and worker's compensation. At the discretion of the Board of Directors, the Board of Directors may provide temporary employees with health care, paid holidays, and paid time off.
- 11. <u>Absence without Leave</u>: Any absence of an employee from work that is not authorized by specific grant, the Executive Director, or the Board of Directors will be deemed to be absence without leave. An employee shall receive no compensation or benefits for any absence without leave. Absence without leave shall also be grounds for discipline or dismissal of an employee from employment with the Minnesota Alliance on Crime.

OUTSIDE EMPLOYMENT AND ACTIVITIES

The Minnesota Alliance on Crime normally allows an employee, intern, or volunteer to maintain reasonable employment at another organization outside the Minnesota Alliance on Crime, subject to the following considerations.

- 1. If outside employment or activities are deemed by the Executive Director or the Board of Directors to interfere or conflict with either job performance at the Minnesota Alliance on Crime or with the philosophy of the Minnesota Alliance on Crime, the employee, intern, or volunteer engaged in outside employment or activity will be asked to make a choice between the outside employment or activity and their employment, internship or volunteer work with the Minnesota Alliance on Crime. In serious cases, the outside conflict may provide grounds for discipline or dismissal of an employee, intern, or volunteer.
- 2. During the normal course of the employee's regular employment with the Minnesota Alliance on Crime, any donations and/or honorariums that a Minnesota Alliance on Crime employee, intern, or volunteer receives for speaking engagements, services, workshops, consultations or other services provided through the Minnesota Alliance on Crime, will belong to the Minnesota Alliance on Crime.
- 3. Any materials developed by an employee, intern, or volunteer of the Minnesota Alliance on Crime for use in the normal course of the employee's, intern's, or volunteer's regular work with the Minnesota Alliance on Crime shall belong to the Minnesota Alliance on Crime. Any such materials cannot be used outside of the normal course of the employee's, interns, or volunteer's regular work with the Minnesota Alliance on Crime without the express and written consent of the Board of Directors.

DISCIPLINARY PROCEDURE

- 1. It is the policy of the Board of Directors to administer preventative and progressive disciplinary action for all employees, interns, or volunteers.
- 2. <u>Progressive Discipline</u>: Elements of progressive disciplinary action include:
 - a. <u>Verbal reprimand</u>: A verbal reprimand shall consist of an informal discussion between the Executive Director or Executive Committee and the employee, intern, or volunteer about a violation of these Personnel Policies. The verbal reprimand shall be documented in the employee's, interns, or volunteer's file and shall include the signature of the employee, intern, or volunteer.
 - b. Written reprimand: A written reprimand shall consist of a formal written statement to the employee, intern, or volunteer which describes the violation of the Personnel Policies, refers to previous reprimands, states the desired goals or outcomes of this reprimand, and outlines the subsequent disciplinary action for the employee, intern, or volunteer should the violation continue. The employee, intern, or volunteer shall sign the original written reprimand. The original signed written reprimand shall be placed in the employee's, interns, or volunteer's personnel file, and the employee, intern, or volunteer shall receive a copy of the written reprimand. If the employee, intern or volunteer refused to sign written reprimand, the refusal shall be documented and dated.
 - c. Suspension: A suspension shall consist of an involuntary, compulsory, and temporary absence of an employee, intern, or volunteer from their normal work at the Minnesota Alliance on Crime. Prior to any suspension, or as soon as possible following any serious employee infraction requiring immediate action by the Board of Directors, the employee, intern, or volunteer shall receive a written statement from the Executive Director or the Board of Directors indicating the reasons for the employee's, intern's, or volunteer's suspension, the length of any suspension period, and an outline of further disciplinary action the Board of Directors will take should the cited violation persist. The employee, intern, or volunteer shall sign the original written statement. The original signed written statement shall be placed in the employee's, interns, or volunteer's personnel file, and the employee, intern, or volunteer shall receive a copy of the written statement. The maximum period of any suspension shall be 10 working days. The employee's, intern's, or volunteer's position shall be held open pending the employee's, intern's, or volunteer's return to work. An employee or intern shall not receive any compensation for any missed working days during the period of the employee's or intern's suspension.

- 3. <u>Employment Termination</u>. The following violations provide grounds for an employee's, interns, or volunteer's dismissal from work for the Minnesota Alliance on Crime. These grounds provide only examples, and are neither entirely inclusive nor entirely exclusive:
 - a. Failure to meet the written conditions of a probationary period.
 - b. Persistent failure to meet the requirements of the job.
 - c. Outside employment or activities that are deemed by the Executive Director or the Board of Directors to interfere or conflict with either job performance at the Minnesota Alliance on Crime or the philosophy of the Minnesota Alliance on Crime.
 - d. Unauthorized absence from work.
 - e. Willfully sharing confidential information obtained through the Minnesota Alliance on Crime in an inappropriate or illegal manner.
 - f. Willful and persistent tardiness.
 - g. Willful refusal to adhere to the policies, procedures, and practices of the Minnesota Alliance on Crime.
 - h. Theft or embezzlement.
 - i. Other criminal activity.
- 4. A decision to dismiss an employee, intern, or volunteer shall be made by a majority of the Board of Directors. It is understood that there may be circumstances when the disciplinary procedure outlined above is not possible or prudent. In such cases, immediate dismissal may occur by the Executive Director, for subsequent review by the Board of Directors.
- 5. An employee or intern may request a formal review of their dismissal by filing a formal request to review their dismissal, including the disputed grounds for their dismissal, within (30) thirty days of the employee's or intern's dismissal.

LAYOFFS

When termination of an employee's employment at the Minnesota Alliance on Crime is due to restructuring of a program or project or temporary lack of resources, seniority and performance will be considered by the Board of Directors in reaching any decision to lay-off Minnesota Alliance on Crime employees.

It will be the responsibility of the President of the Board of Directors to provide a written notice of lay-off to all affected employees two weeks in advance of any lay-off, if possible. This notice will make clear that this termination is a lay-off and not a dismissal.

COMPLAINT PROCEDURES

Any employee, intern, or volunteer who wishes to file a complaint regarding their work at the Minnesota Alliance on Crime must follow this complaint procedure. Failure to utilize this complaint procedure shall be considered grounds for termination of work with the Minnesota Alliance on Crime.

- 1. An employee, intern, or volunteer has the right to present a complaint individually, as a group, or through a designated representative.
- 2. An employee, intern, or volunteer who has a complaint against another employee, intern, or volunteer should first take their complaint directly to the individual(s) involved in the complaint. Every effort should be made at this point to personally resolve the complaint with that employee, intern, or volunteer.
- 3. If a resolution to the complaint has not been reached in accord with the procedure described above, the employee, intern, or volunteer shall bring their complaint directly to the Executive Director within one (1) week of their previous attempt at personal resolution.
- 4. If a resolution to the complaint has not been reached through the Executive Director in accord with the procedure described above, the employee, intern, or volunteer shall submit their complaint, in writing, to the President of the Board of Directors within one (1) week of their previous attempt at resolution with the Executive Director. The written complaint must be signed by the person(s) who raises the complaint. The written complaint should set forth the nature of the complaint, the facts upon which the complaint is based, the specific section(s) of these policies alleged to be violated, any other pertinent information, and the relief requested. A copy of the written complaint shall be sent to all other employees, interns, or volunteers involved.
- 5. The President of the Board of Directors shall submit the written complaint to the Board of Directors. The Board of Directors shall review the written complaint, make a decision on any action the Board of Directors will take, and respond in writing to the written complaint within 30 calendar days of the date the Board of Directors receives the written complaint. The decision of the Board of Directors on any action shall be the final decision regarding that complaint.

CONSTITUENT SERVICE ANTI-DISCRIMINATION POLICY AIDS, ARC, HUMAN IMMUNE DEFICIENCY VIRUS (HIV), AND HEPATITIS B (HBV)

The Minnesota Alliance on Crime will not discriminate against any individual it serves on the basis of race, religion, color, political party, sex, national origin, sexual preference, age, or disability. In keeping with this policy, the Minnesota Alliance on Crime will not refuse services to anyone for reasons of contact with a person infected by AIDS, ARC, HIV, or HBV. The Minnesota Alliance on Crime will keep all medical records of individuals it serves private and subject to applicable state and federal data privacy laws.

SEXUAL HARASSMENT

Title VII of the Civil Rights Act of 1964 prohibits discrimination on the basis of race, color, sex, age, or national origin. It is the Minnesota Alliance on Crime's policy to promote a work place free from sexual harassment. Each individual has the right to work in a professional atmosphere which promotes equal opportunity and prohibits discriminatory practices, including sexual harassment. At the Minnesota Alliance on Crime, sexual harassment, whether verbal, physical, or environmental, is unacceptable and will not be tolerated.

DEFINITION:

For the purposes of this policy, sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

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

Examples of sexual harassment include, but are not limited to: unwanted sexual advances; demands for sexual favors in exchange for favorable treatment or continued employment; repeated sexual jokes, flirtation, advances or propositions; verbal abuse of a sexual nature; graphic, verbal commentary about an individual's body, sexual prowess, or sexual deficiencies; leering, whistling, touching, or pinching; suggestive insulting or obscene comments; gestures of a sexual nature; and display in the work place of sexually-suggestive objects or pictures.

GUIDELINES:

- 1. This policy covers all employees, interns, and volunteers of the Minnesota Alliance on Crime. The Minnesota Alliance on Crime will not tolerate, condone, or allow sexual harassment, whether engaged in by fellow employees, supervisors, managers, or by outside clients or other non-employees who conduct business with the Minnesota Alliance on Crime. The Minnesota Alliance on Crime encourages reporting of all incidents of sexual harassment regardless of who may be the offender.
- 2. All supervisory personnel within the agency are responsible for eliminating any and all forms of known sexual harassment. Any supervisory personnel who know of sexual harassment occurring at the Minnesota Alliance on Crime and fail to take corrective action pursuant to this policy will be subject to discipline up to, and including, termination.

3. The Minnesota Alliance on Crime encourages individuals who believe they are being harassed to firmly and promptly notify the offender that his or her behavior is unwelcome. The Minnesota Alliance on Crime also recognizes that this form of notification to the offender may not always be effective or possible. In the event that this form of notification to the offender is either ineffective or impossible, the Executive Committee of the Board of Directors should be contacted through the procedure outlined below. The Minnesota Alliance on Crime will not retaliate in any way against an individual who makes a report of sexual harassment, nor will the Minnesota Alliance on Crime allow any supervisor, board member, employee, intern, or volunteer to do so as well. Retaliation against an individual making a report of sexual harassment is a serious violation of this sexual harassment policy and should be reported in accord with the procedure identified in this policy immediately.

PROCEDURES:

- 1. A report of an alleged violation of this sexual harassment policy should be made immediately to the Executive Director or the President of the Board of Directors.
- 2. An investigation of the alleged sexual harassment will be handled through the Executive Committee in a confidential manner, to the extent practical and appropriate under the circumstances, in order to protect the privacy of the persons involved. The Executive Committee will work with the reporter of the alleged sexual harassment. The Executive Committee will inform the alleged offender of the sexual harassment report and give the alleged offender an opportunity to respond to the report and present witnesses to the Executive Committee. The Executive Director or the President of the Board of Directors will keep the reporter informed as to the status of the investigation. Upon completion of the investigation of a sexual harassment report, the Executive Committee will recommend any appropriate action to be taken. If the Minnesota Alliance on Crime concludes that sexual harassment occurred, the harasser will be subject to appropriate disciplinary action, as described below. The reporter of the sexual harassment will be informed of the disciplinary action taken by the Executive Committee.
- 3. In the event that the alleged sexual harassment cannot be substantiated, the Executive Committee will share this finding with the reporter of the alleged sexual harassment in an appropriately sensitive manner. The Executive Committee will also share this finding with the alleged perpetrator of the sexual harassment.
- 4. If any party directly involved in a sexual harassment investigation is dissatisfied with the outcome or resolution, that individual has the right to appeal the decision. The dissatisfied party should submit his/her written appeal within (1) one week to the President or Vice President of the Executive Committee for review by the full Minnesota Alliance on Crime Board of Directors.
- 5. Employment conditions of the reporter, alleged harasser, and witnesses will not be adversely affected through the use of this procedure, subject to paragraph 7, below.

- 6. Individuals found to have engaged in misconduct constituting sexual harassment will be disciplined up to, and including, termination. Appropriate sanctions may also include a written reprimand, referral to counseling, and withholding pay.
- 7. If an investigation results in a finding that the reporter of the alleged sexual harassment falsely accused another of sexual harassment knowingly or in a malicious manner, the reporter will be subject to appropriate sanctions, including the possibility of termination.

ETHICS

It is the policy of the Minnesota Alliance on Crime that its board members and staff (employees, interns, and volunteers) uphold the highest standards of ethical, professional behavior. To that end, the Minnesota Alliance on Crime board members and staff shall:

- 1. Hold paramount the safety, health, and welfare of the public in the performance of their professional duties.
- 2. Act in such a manner as to uphold and enhance the personal and professional honor, integrity, and the dignity of the Minnesota Alliance on Crime.
- 3. Treat all persons with respect and consideration and without regard to race, color, religion, sexual preference, political affiliation, marital status, place of residence, disability, financial status, age, or other consideration prohibited by law.
- 4. Engage in carrying out the Minnesota Alliance on Crime's mission in a professional manner.
- 5. Collaborate with and support other professionals to carry out the Minnesota Alliance on Crime mission.
- 6. Build professional reputations on the merit of services provided and refrain from competing unfairly with others.
- 7. Recognize that the chief function of the Minnesota Alliance on Crime at all times is to serve the best interests of its constituency.
- 8. Keep up to date on emerging issues involving the Minnesota Alliance on Crime.
- 9. Conduct themselves with professional competence, fairness, impartiality, efficiency, and effectiveness.
- 10. Respect the structure and responsibilities of the Board of Directors, provide the Board of Directors with accurate facts and sound advice, and uphold and implement policies adopted by the Board of Directors.
- 11. Keep the community informed about issues affecting the community.
- 12. Provide positive leadership through open communication, creativity, dedication and compassion.
- 13. Exercise any discretionary authority in accord with lawfully carrying out the mission of the Minnesota Alliance on Crime.
- 14. Serve each other and the community with respect, concern, courtesy, and responsiveness.

- 15. Demonstrate the highest standards of personal integrity, truthfulness, honesty, and fortitude in all activities in order to inspire confidence and trust in such activities.
- 16. Avoid any interest or activity that is in conflict with any official duty at the Minnesota Alliance on Crime.
- 17. Respect and protect privileged and confidential information.
- 18. Encourage the professional development of others.
- 19. Strive for personal and professional excellence individually and as a team.

CONFLICTS OF INTEREST AND DISCLOSURE OF CERTAIN INTERESTS

This conflict of interest policy is designed to help board members, employees, interns, and volunteers of the Minnesota Alliance on Crime identify situations that present potential conflicts of interest in their service to the Minnesota Alliance on Crime. Additionally, this policy is intended to provide the Minnesota Alliance on Crime with a procedure which, if observed, will allow an action taken by a board member or employee who has a conflict of interest to remain a valid and binding action for the Minnesota Alliance on Crime. This policy is further intended to comply with the procedure provided for in Minnesota Statutes Section 317A.255, governing conflicts of interest for directors of nonprofit Minnesota Alliance on Crime. In the event there is an inconsistency between the requirements and procedures provided for herein and those provided for in section 317A.255, the statutes shall control.

1. **Definitions.**

- a. A "Conflict of Interest" is any circumstance described in Part 2 of this Policy.
- b. A "Responsible Person" is any person serving as the Executive Director, employee, intern, volunteer, or member of the Board of Directors of the Minnesota Alliance on Crime.
- c. A "Family Member" is a spouse, domestic partner, parent, child or spouse of a child, brother sister, or spouse of a brother or sister, of a Responsible Person.
- d. A "Material Financial Interest" in an entity is a financial interest of any kind, which, in view of all the circumstances is substantial enough that it would, or reasonably could, affect a Responsible Person's or Family Member's judgment with respect to transactions to which the entity is a party. This includes all forms of compensation.
- e. A "Contract or Transaction" is any agreement or relationship involving the sale or purchase of goods, services, or rights of any kind, the providing or receipt of a loan or grant, the establishment of any other type of pecuniary relationship, or review of charitable organization by the Minnesota Alliance on Crime. The making of a gift to the Minnesota Alliance on Crime is not a Contract or Transaction.
- 2. **Conflict of Interested Defined.** For purposes of this policy, the following circumstances shall be deemed to create a Conflict of Interest:

a. Outside Interests.

- i. A Contract or Transaction entered into between the Minnesota Alliance on Crime and a Responsible Person or Family Member.
- ii. A Contract or Transaction entered into between the Minnesota Alliance on Crime and an entity in which a Responsible Person or Family Member has a Material Financial Interest or of which such person is a director, officer, agent, partner,

associate, trustee, personal representative, receiver, guardian, custodian, conservator or other legal representative.

b. Outside Activities.

- i. A Responsible Person competing with the Minnesota Alliance on Crime in the rendering of services or in any other Contract or Transaction with a third party.
- ii. A Responsible Person having a Material Financial Interest in; or serving as a director, officer, employee, agent, partner, associate, trustee, personal representative, receiver, guardian, custodian, conservator or other legal representative of, or consultant to; an entity or individual that competes with the Minnesota Alliance on Crime in the provision of services or in any other Contract or Transaction with a third party.
- c. <u>Gifts, Gratuities and Entertainment.</u> A Responsible Person accepting gifts, entertainment or other favors from any individual or entity that:
 - i. does or is seeking to do business with, or is a competitor of the Minnesota Alliance Crime; or
 - ii. has received, is receiving or is seeking to receive a loan or grant, or to secure other financial commitments from the Minnesota Alliance on Crime; or
 - iii. is a charitable organization operating in Minnesota; or
 - iv. creates circumstances where it might be inferred that such action was intended to influence or possibly would influence the Responsible Person in the performance of his or her duties. This does not preclude the acceptance of items of nominal or insignificant value or entertainment of nominal or insignificant value which are not related to any particular transaction or activity of the Minnesota Alliance on Crime.

3. Procedures.

- a. Prior to action taken by the Board of Directors or Executive Committee on a Contract or Transaction involving a Conflict of Interest, a board member or committee member having a Conflict of Interest and who is in attendance at the meeting shall disclose all facts material to the Conflict of Interest. Such disclosure shall be reflected in the minutes of the meeting.
- b. A director or committee member who plans not to attend a meeting at which he or she has reason to believe the Board of Directors or Executive Committee will act on a matter in which the person has a Conflict of Interest shall disclose to the chair of the meeting all facts material to the Conflict of Interest. The chair shall report the

- disclosure at the meeting and the disclosure shall be reflected in the minutes of the meeting.
- c. A person who has a Conflict of Interest shall not participate in or be permitted to hear the Board of Directors' or Executive Committee's discussion of the matter except to disclose material facts and to respond to questions. Such person shall not attempt to exert his or her personal influence with respect to the matter, either at or outside the meeting.
- d. A person who has a Conflict of Interest with respect to a Contract or Transaction that will be voted on at a meeting shall not be counted in determining the presence of a quorum for purposes of the vote. The person having a Conflict of Interest may not vote on the Contract or Transaction and shall not be present in the meeting room when the vote is taken, unless the vote is by secret ballot. Such person's ineligibility to vote shall be reflected in the minutes of the meeting.
- e. Responsible Persons who are not members of the Board of Directors of the Minnesota Alliance on Crime, or who have a Conflict of Interest with respect to a Contract or Transaction that is not the subject of action taken by the Board of Directors or Executive Committee, shall disclose to the chair or the chair's designee any Conflict of Interest that such Responsible Person has with respect to a Contract or Transaction. Such disclosure shall be made as soon as the Conflict of Interest is known to the Responsible Person. The Responsible Person shall refrain from any action that may affect the Minnesota Alliance on Crime's participation in such Contract or Transaction. In the event it is not entirely clear that a Conflict of Interest exists, the individual with the potential conflict shall disclose the circumstances to the chair or the chair's designee, who shall determine whether there exists a Conflict of Interest that is subject to this policy.
- 4. <u>Confidentiality.</u> Each Responsible Person shall exercise care not to otherwise publicly disclose confidential information acquired in connection with an inquiry into any real or potential Conflict of Interest. Furthermore, each Responsible Person shall not disclose or use confidential information relating to the business of the Minnesota Alliance on Crime for the personal profit or advantage of the Responsible Person or a Family Member.

5. Review of Policy.

- a. Each new Responsible Person shall be required to review a copy of this policy and to acknowledge in writing that he or she has done so.
- b. Each Responsible Person shall annually complete a disclosure form identifying any relationships, positions, or circumstances in which the Responsible Person is involved that he or she believes could contribute to a potential Conflict of Interest. Such relationships, positions or circumstances might include service as a director of or consultant to a nonprofit organization, or ownership of a business that might provide goods or services to the Minnesota Alliance on Crime. Any such information

regarding business interests of a Responsible Person or Family Member shall be treated as confidential. Such information shall be made generally available only to the Chair, the Executive Director, and any committee appointed to address a Conflict of Interest, except to the extent additional disclosure is necessary in connection with the implementation of this policy.

c. This policy shall be reviewed annually by each member of the Board of Directors. Any changes to the policy shall be communicated immediately to all Responsible Persons.



Minnesota Alliance on Crime Annual Conflict of Interest Declaration

To:

Minnesota Alliance on Crime Board of Directors and Executive Director I hereby declare that:	
□ I have no actual or perceived conflicts of interest pertaining to any MAC member stakeholder, or vendor that interferes with my duties as a member of the Board of Director Minnesota Alliance on Crime.	
□ I have an actual or perceived conflict of interest pertaining to a MAC member program, st or vendor that could interfere with my duties as a member of the Board of Directors for the Alliance on Crime.	
The details of actual or perceived conflict of interest is stated below:	

I also acknowledge that I shall make another declaration to state any change in any matter contained in this declaration within one month after the change occurs and shall provide further information on the particulars contained in this declaration.

Signature:	
Name: _	
Date :	

Note:

- (a) Please put a "√" in the appropriate box(b) Please continue on supplementary sheet if necessary

GIFT ACCEPTANCE POLICY

The Minnesota Alliance on Crime actively solicits gifts and grants to further the mission of the organization. There is a potential that the acceptance of certain gifts could compromise the ability of the organization to accomplish its goals or could jeopardize its tax-exempt status. Therefore, the following gift acceptance policy applies to all board members, employees, interns, or volunteers of the Minnesota Alliance on Crime:

Acceptance

The Minnesota Alliance on Crime will pursue gifts and grants that will further the Minnesota Alliance on Crime's mission, goals, and objectives. The primary consideration in the pursuit of gifts and grants is how the gifts and grants will benefit the Minnesota Alliance on Crime in the most ethical and unencumbered manner.

The Executive Director and the Board of Directors of the Minnesota Alliance on Crime have the authority to solicit and/or accept gifts on behalf of the Minnesota Alliance on Crime. Unrestricted, outright gifts of cash, check, credit card, and publicly traded securities do not require approval.

Gifts will only be accepted where there is charitable intent on the part of the donor. The Minnesota Alliance on Crime will not accept gifts that are overly restrictive in purpose. The most desirable gifts are those with the least restrictions, as unrestricted funds allow the Minnesota Alliance on Crime to address its most pressing needs.

Refusal of Gifts

The Minnesota Alliance on Crime reserves the right to refuse gifts that do not further the mission of the Minnesota Alliance on Crime or the long-range financial viability of the Minnesota Alliance on Crime. The Minnesota Alliance on Crime further reserves the right to determine how a gift will be credited and/or recognized.

Unless the board grants a specific exception, the Minnesota Alliance on Crime will not accept any gifts that:

- Contain a condition that requires any action on the part of the Minnesota Alliance on Crime that is unacceptable to the Board of Directors;
- Contain a condition that the proceeds will be spent by the Minnesota Alliance on Crime for the personal benefit of a named individual or individuals;
- Require the Minnesota Alliance on Crime to employ a specified person now or at a future date;
- Inhibit the Minnesota Alliance on Crime from seeking gifts from other donors;

- Expose the organization to adverse publicity, litigation, or other civil or criminal liability;
- Require undue expenditures, or additional responsibilities of the Minnesota Alliance on Crime because of the gift's source, conditions, or purpose;
- Involve unlawful discrimination based upon race, religion, gender, sexual orientation, age, national origin, color, disability, or any other basis prohibited by federal, state, and local laws.

The Minnesota Alliance on Crime does not accept any gifts requiring annuity payments that will need to be guaranteed by the Minnesota Alliance on Crime.

Gifts of Property

Any gifts of real estate or gifts of other property valued at \$5,000.00 or more must be approved by the Board of Directors (or designated committee) of the Minnesota Alliance on Crime.

Donors are responsible for obtaining their own appraisals for tax purposes of real property or tangible or intangible personal property given to Minnesota Alliance on Crime. Donors are further responsible for any fees or other expenses related to such appraisals.

The Minnesota Alliance on Crime retains the right to obtain its own qualified appraisals, at its own expense, of real property or tangible or intangible personal property being offered to the Minnesota Alliance on Crime as a gift.

Property encumbered by a mortgage or other indebtedness cannot normally be accepted as a gift by the Minnesota Alliance on Crime unless the donor agrees to assume all property costs until the property is liquidated. Exceptions to this guideline can be made when the value of the property exceeds the anticipated mortgage or indebtedness, or will produce income, or will be used by the Minnesota Alliance on Crime in its programs.

The Minnesota Alliance on Crime will acknowledge receipt of gifts of tangible personal or real property in accordance with federal tax law. In doing so, the Minnesota Alliance on Crime designee will sign any IRS form or other documents necessary for the donor to obtain a tax deduction for such gifts, so long as such acknowledgment does not require that the Minnesota Alliance on Crime perform a valuation of the gift.

Noncash gifts will be accepted only when it is reasonably expected they can be converted into cash within a reasonable period of time, or when the Minnesota Alliance on Crime can utilize the noncash gift in its operations. One year shall generally be considered a reasonable period of time for conversion of a noncash gift to cash. All noncash gifts to the Minnesota Alliance on Crime will be sold at the discretion of the Minnesota Alliance on Crime, whose express policy will be to convert the property to cash at the earliest opportunity, keeping in mind current market conditions and the potential use of the property to further the mission of the Minnesota Alliance on Crime.

All gifts of life insurance must comply with applicable state insurance regulations, including insurable interest clauses.

Gifts of Securities

Gifts of securities shall be received in an investment account maintained at an SEC accredited financial or brokerage institution, as determined by the Finance Committee of the Board of Directors.

Gifts of securities will be acknowledged to the donor at the value received into the investment account, as of the day the gift of securities is received.

All securities will be sold immediately after the Minnesota Alliance on Crime has knowledge of receipt of those securities into the investment account.

Professional Advice

Prospective donors should be strongly encouraged in all cases to consult with their own independent legal and/or tax advisors about proposed gifts, including tax and estate planning implications of those gifts. No representative of the Minnesota Alliance on Crime shall provide legal or tax advice to any donor or prospective donor.

Upon request, representatives of the Minnesota Alliance on Crime may provide sample bequest language for restricted and unrestricted gifts to the donor, in order to ensure that a bequest is properly designated. The Minnesota Alliance on Crime may also provide, upon request, IRS-approved prototype trust agreements for review and consideration by the donor and his or her advisors. The sample nature of such language or agreements shall be clearly stated on all documents given to donors, and donors shall be advised that consultation with their own legal advisors is essential prior to use of such standard language or agreements.

Confidentiality

All information about donors and prospective donors, including but not limited to their names, the names of their beneficiaries, the nature and amounts of their gifts, and the sizes of their estates will be kept confidential by the Minnesota Alliance on Crime and its representatives, unless the donor grants permission to release such information. All requests by donors for anonymity will be honored, except to the extent that the Minnesota Alliance on Crime is required by law to disclose the identity of donors.

Authority

The Board of Directors' chair or his or her designee is authorized to enter into planned gift agreements on behalf of the Minnesota Alliance on Crime. The Board of Directors' chair or his or her designee is further authorized to execute any and all documents necessary or appropriate to consummate such agreements.

Revision or Amendment

Upon recommendation from the Fundraising Committee or the Finance Committee, these gift acceptance policies may be revised or amended by the Board of Directors.

WHISTLEBLOWER POLICY

General

The Minnesota Alliance on Crime's Personnel Policies requires the Executive Director, employees, interns, and volunteers to observe high standards of business and personal ethics in the conduct of their duties and responsibilities. As employees, interns, volunteers, and representatives of the Minnesota Alliance on Crime, we must practice honesty and integrity in fulfilling our responsibilities while complying with all applicable laws and regulations.

Reporting Responsibility

It is the responsibility of the Executive Director, employees, interns, and volunteers to comply with the Minnesota Alliance on Crime's Personnel Policies and report violations or suspected violations in accordance with this Whistleblower Policy.

No Retaliation

No director, employee, intern, or volunteer who in good faith reports a violation of the Minnesota Alliance on Crime's Personnel Policies shall suffer harassment, retaliation or adverse employment consequence. An employee who retaliates against someone who has reported a violation in good faith is subject to discipline up to and including termination of employment. This Whistleblower Policy is intended to encourage and enable employees and others to raise serious concerns within the Minnesota Alliance on Crime prior to seeking resolution outside the organization.

Reporting Violations

The Minnesota Alliance on Crime's Personnel Policies suggests that employees, interns, and volunteers share their questions, concerns, suggestions, or complaints with someone who can address them properly. In most cases, an employee's, interns, or volunteer's supervisor is in the best position to address an area of concern. However, if the employee, intern, or volunteer is not comfortable speaking with a supervisor or are not satisfied with a supervisor's response, the employee, intern, or volunteer is encouraged to speak with the Executive Director or anyone on the Board of Directors. Supervisors and managers are required to report suspected violations of the Personnel Policies to the Minnesota Alliance on Crime's Compliance Officer. The Compliance Officer has specific and exclusive responsibility to investigate all reported violations. For suspected fraud, or if uncomfortable approaching a supervisor, an employee, intern, or volunteer should contact the Minnesota Alliance on Crime's Compliance Officer directly.

Compliance Officer

The Minnesota Alliance on Crime's Compliance Officer is responsible for investigating and resolving all reported complaints and allegations concerning violations of these Personnel Policies and, at his/her discretion, shall advise the Executive Director and/or the Executive

Committee. The Compliance Officer has direct access to the Executive Committee of the Board of Directors and is required to report to the Executive Committee at least annually on compliance activity. The Minnesota Alliance on Crime's Compliance Officer is the President of the Board of Directors.

Accounting and Auditing Matters

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

Acting in Good Faith

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

Confidentiality

Violations or suspected violations of the Personnel Policies 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.

Handling of Reported Violations

The Compliance Officer will notify the sender of any complaint and acknowledge receipt of the reported violation or suspected violation within five business days. All reports will be promptly investigated and appropriate corrective action will be taken if warranted by the investigation.

RECORDS RETENTION POLICY

The purpose of this records/document retention policy are for the Minnesota Alliance on Crime to enhance compliance with Sarbanes-Oxley Act and to promote the proper treatment of corporate records of the Minnesota Alliance on Crime.

Retention Schedule

	Item	Retention Period
Corporate Records	Bylaws and Articles of Incorporation	Permanent
	Corporate resolutions	Permanent
	Board and committee meeting agendas and minutes	Permanent
	Conflict-of-interest disclosure forms	4 years
	Mission Statements	Permanent
	Strategic Plans	Permanent
Finance and Administration	Financial statements (audited)	Permanent
	Auditor management letters	7 years
	Payroll records	7 years
	Check register and checks	7 years
	Bank deposits and statements	7 years
	Chart of accounts	7 years
	General ledgers and journals (includes bank reconciliations)	7 years
	Investment performance reports	7 years
	Equipment files and maintenance records	7 years after disposition
	Contracts and agreements	7 years after all obligations end
	Correspondence — general	3 years
	Donations	7 years
	Grants- Unfunded	1 year
	Grants- Funded	7 years after all
		obligations end
	Internal Audit Reports	3 years
	Press Release and Publicly Filed	3
	Documents	Permanent

Records		D
	Policies — claims-made type	Permanent
	Accident reports	7 years
	Safety (OSHA) reports	7 years
	Claims (after settlement)	7 years
	Group disability records	7 years after end of benefits
Real Estate	Deeds	Permanent
	Leases (expired)	7 years after all obligations end
	Mortgages, security agreements	7 years after all obligations end
Tax	IRS exemption determination and related correspondence	Permanent
	IRS Form 990s	Permanent
	IRS Form 1023 (Application for Tax Exemption)	Permanent
	IRS Form 5768 ("501H Election")	Permanent
	Charitable Organizations Registration Statements (filed with Minnesota Attorney General)	7 years
Human Resources	Employee personnel files	7 years after employment ends
	Retirement plan benefits (plan descriptions, plan documents)	Permanent
	Employee handbooks and training materials	Permanent
	Workers comp claims (after settlement)	7 years
	Employee orientation and training materials	7 years after use ends
	Employment applications	3 years
	IRS Form I-9 (store separate from personnel file)	Greater of 1 year after end of service, or three years
	Withholding tax statements	7 years
	Timecards	3 years
	Employee Discrimination Reports	Permanent
Technology	Software licenses and support agreements	7 years after all obligations end

Electronic Documents and Records

Electronic documents will be retained as if they were paper documents. Therefore, any electronic files that fall into one of the document types on the above schedule will be maintained for the appropriate amount of time. If a user has sufficient reason to keep an e-mail message, the message should be printed in hard copy and kept in the appropriate file or moved to an "archive" computer file folder. Backup and recovery methods will be tested on a regular basis.

Emergency Planning

The Minnesota Alliance on Crime's records will be stored in a safe, secure, and accessible manner. Documents and financial files that are essential to keeping the Minnesota Alliance on Crime operating in an emergency will be duplicated or backed up at least every week and maintained offsite.

Document Destruction

The Executive Director is responsible for the ongoing process of identifying its records, which have met the required retention period, and overseeing their destruction. Destruction of financial and personnel-related documents will be accomplished by shredding. The organization will review its documents on file once per year, in the first quarter of the year, and will destroy records and documents that have surpassed their retention period.

Document destruction will be suspended immediately, upon any indication of an official government investigation or when a lawsuit is filed or appears imminent. Destruction will be reinstated upon conclusion of the official government investigation or the resolution of the imminent or filed lawsuit.

Compliance

Failure on the part of employees to follow this policy can result in possible civil and criminal sanctions against the Minnesota Alliance on Crime and its employees and possible disciplinary action against responsible individuals. The Executive Director and board chair will periodically review these procedures with legal counsel or a certified public accountant to ensure that they are in compliance with new or revised regulations.

POLICY FOR BOARD'S APPROVEL OF IRS FORM 990

It is the Minnesota Alliance on Crime's policy that the Minnesota Alliance on Crime's board of directors review the IRS Form 990 that is filed on the organizations behalf before it is filed with the IRS.

A board resolution is required in order for the Form 990 to be filed.

The means of delivery shall be via email to each director's email address.



Media Policy Updated 10/26/2016

Talking to the Media:

The Minnesota Alliance on Crime (MAC) benefits from positive, informative coverage in the media. However, we need caution and consistency in how we communicate regarding MAC. Any initial contact with the media is strictly reserved to the executive director or another person designated by the executive director as a media spokesperson.

• This policy includes, but is not limited to, interviews and statements to newspapers, magazines, books, radio, television, internet sites, web broadcasts, and press conferences.

When the Media Contacts MAC:

- In the event that a member of the media contacts a MAC staff member, board member, volunteer, or intern, the reporter must be referred at all times to the executive director. Do not give comment to the reporter at this time.
- If the executive director is unavailable, media inquiries will go to the training and engagement coordinator.
- The executive director will screen all media contacts and determine who from MAC is the best fit to speak to the media. Reporters may be referred to member programs or partners in some cases.
- The executive director will work with the MAC designated speaker on talking points for the media.
- Any MAC staff member or representative answering a call from the media is expected to be courteous, professional, and respectful of the rights of those we serve and one another.

Survivors and the Media:

MAC is aware that people who survive crime victimization are often exploited by the media. Rarely do reporters take the time to report on the complexity of the issue. MAC protects victims/survivors from this kind of exploitation.

• If a reporter wishes to interview a victim/survivor, the executive director will refer the reporter to a member program that provides direct service to victims.

Ouestions:

• Please direct all questions to the executive director.



Social Media Policy for MAC Employees, Board Members, Volunteers and Interns Last updated: October 26, 2016

This policy includes, but is not limited to, social media platforms such as Facebook, Twitter, Instagram, LinkedIn, Snapchat, Vine, TumbIr, and Google+.

The Minnesota Alliance on Crime (MAC) respects the right of its employees, board members, volunteers, and interns to use social media during their personal time. If you are a MAC employee, board member, volunteer, or intern using social media, you must adhere to the following guidelines:

- Be aware of the effect your actions on social media may have on your image, as well as MAC's image. The information that you post or publish using social media may be public information for a long time.
- Be aware that MAC staff and/or board members may observe content and information you make public through social media.
- Make it clear that any views expressed on social media about MAC and/or its members or partners are yours alone and do not necessarily reflect the views of MAC. Use a disclaimer such as: "The postings here are my own and do not represent MAC's positions, strategies, or opinions."
- Although this is not an exclusive list, some specific examples of prohibited social media conduct include posting commentary, content, and/or images about MAC or its members or partners that are defamatory, pornographic, harassing, libelous, or that can create a hostile work environment.
- Do not disclose confidential or proprietary information about MAC or other organizations, including MAC member programs. If you have questions about what is considered confidential or proprietary, please consult MAC's executive director.
- Post respectfully about MAC, other employees, board members, volunteers/interns, partners, or others. Do not use social media to harass, bully, and/or intimidate any of the above.
- Add value. Share your expertise of MAC's mission and work, and encourage support of MAC's initiatives.

- MAC's current social media presence is on Facebook and Twitter. Posting to the MAC
 Facebook and Twitter accounts on behalf of the organization is limited to the executive
 director and the training and engagement coordinator.
- All social media concerns or questions should be directed to the executive director.
- Violation of any of the above policies may result in disciplinary action or termination.