



# POLICIES & PROCEDURES

Revised October 2019  
Approved by the Board of Directors 10.28.2019

# Together Center Policies & Procedures

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## 1. PURPOSE

The purpose of this Conflict of Interest Policy (Policy) is to protect the interests of Together Center (TC) in connection with any transaction or arrangement that might benefit the private interests of any Covered Person, as defined below. This Policy provides (i) a systematic mechanism for disclosing and evaluating potential and actual conflicts; and (ii) procedures for the Board of Directors in considering any transaction or arrangement where a conflict may exist.

## 2. PERSONS COVERED BY THE POLICY

This policy applies to Covered Persons, defined as any TC director, officer, or member of any committee of TC's Board of Directors that has authority to act on behalf of the Board of Directors, and those TC employees who may be designated by TC's President. Every Covered Person shall complete an annual Conflict of Interest Questionnaire.

## 3. DUTIES OF COVERED PERSONS

- a. Duty of Care. Every Covered Person shall perform his or her duties for TC in good faith and with the degree of care that an ordinarily prudent person would exercise under similar circumstances.
- b. Duty of Loyalty. Every Covered Person must act with loyalty to TC, meaning that no Covered Person may use his or her position with TC to make personal profit or gain other personal advantage. No Covered Person may personally take advantage of a business opportunity that is offered to TC unless the Board of Directors determines (after full disclosure and a disinterested and informed evaluation) not to pursue that opportunity.
- c. Conflicts of Interest. No Covered Person may engage in any transaction or arrangement or undertake positions with other organizations that involve a conflict of interest, except in compliance with this Policy. Covered Persons should avoid both actual conflicts and the appearance of conflicts of interest. Every Covered Person shall:
  - (i) Disclose all actual and potential conflicts as set out below at Section 5; and
  - (ii) Recuse himself/herself from voting on any transaction or arrangement in which he/she has a potential or actual conflict of interest, and shall not be present when any such vote is taken.

#### 4. CONFLICT OF INTEREST

- a. Potential Conflict. A Covered Person may have a conflict of interest with respect to a transaction or arrangement whenever he or she, or any of his or her family members:
- (i) Receives compensation or other funding directly or indirectly from TC and the transaction or arrangement involves such compensation or funding;
  - (ii) Has or anticipates having a compensation arrangement with any entity or individual that either: (a) sells goods or services to, or purchases services from TC; (b) has any other transaction or arrangement with TC; or (c) competes with TC;
  - (iii) Has or anticipates having any ownership interest, investment interest, or serves or anticipates serving as a director or officer of, any entity that either: (a) sells goods or services to, or purchases services from TC; (b) has any other transaction or arrangement with TC; or (c) competes with TC; or
  - (iv) Has accepted any gift, entertainment, or other favor where such acceptance might create the appearance of influence on the Covered Person (other than gifts of nominal value, which are clearly tokens of respect and friendship unrelated to any particular transaction).
- b. No Conflict. A Covered Person does not have a conflict of interest if the Covered Person owns securities of a publicly traded company with which TC has a transaction or arrangement if:
- (i) Such securities are less than 5% of the outstanding securities of the publicly traded company; and
  - (ii) Their fair market value is less than 5% of the Covered Person's annual gross income.

#### 5. DISCLOSURE AND EVALUATION OF CONFLICTS

- a. Disclosure. Each Covered Person shall promptly and fully disclose all material facts of every actual or potential conflict of interest:

- (i) Existing at the time when he/she becomes a Covered Person;
- (ii) That arises while he/she is a Covered Person, at the time such actual or potential conflict arises; and
- (iii) Annually through the annual Conflict of Interest Questionnaire.

All disclosures involving a transaction or arrangement being considered at a meeting of the board or a committee shall be made to all members present at such meeting. All other disclosures shall be made to the President (who shall disclose his or her conflicts to the Board of Directors).

- b. Evaluation. The President shall disclose to the Board of Directors all conflicts of interest reported to him or her under this Policy. The Board of Directors will evaluate the disclosures to determine whether they involve actual conflicts of interest and may attempt to develop alternatives to remove the conflict from the situation.

**1. PROCEDURES FOR ACTING ON CONFLICT OF INTEREST TRANSACTIONS**

- a. Formal Approval. Together Center (TC) may enter into a transaction or arrangement in which a Covered Person has a conflict of interest if:
- (i) The Covered Person has disclosed the conflict of interest in accordance with this Policy;
  - (ii) A majority of directors who have no interest in the transaction or arrangement approve the transaction or arrangement at a board or committee meeting after determining, in good faith and after reasonable investigation, that the transaction or arrangement is fair and reasonable to TC and is in TC's best interest;
  - (iii) Any Covered Person who has an actual or potential conflict with respect to the transaction or arrangement does not participate in and is not present for the vote regarding any such transaction or arrangement (provided, however, that any such Covered Person may appear at a meeting to answer questions concerning the transaction or arrangement); and
  - (iv) The Board of Directors relies upon appropriate comparability data, such as an independent appraisal or an independent compensation study, in reaching its determination as to the fairness and reasonableness of the transaction or arrangement to TC.
- b. Transaction Fair to TC. It shall not be a violation of this Policy if all the requirements for formal approval, outlined above, are not satisfied, so long as the transaction or arrangement is in fact fair to TC, furthers its tax-exempt purposes, and does not result in inurement, impermissible private benefit, or an excess benefit transaction under laws applicable to organizations exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code.



## 2. RECORDS OF PROCEEDINGS

- a. Content of Minutes. The minutes of the Board of Directors or any committee of the board for any meetings described above shall contain:
  - (i) The names of the persons who disclosed an actual or potential conflict of interest or otherwise were found to have a conflict of interest, and the nature of the conflict of interest; and
  - (ii) The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement considered and the appropriate comparability data relied upon, and a record of any votes taken.
- b. Timing. The minutes of any meeting described above shall be prepared by the later of the next succeeding meeting of the Board of Directors or committee, or 60 days after the final action on the matter is taken by the Board of Directors or committee.

## 3. ENFORCEMENT

Each Covered Person shall sign a statement acknowledging that he or she has received a copy of this Policy, has read and understands it, and agrees to comply with it. If the Board of Directors has reasonable cause to believe that a Covered Person has failed to comply with this Policy, the board may counsel the Covered Person regarding such failure and, if the issue is not resolved to the board's satisfaction, may consider additional corrective action as appropriate.

Sample Document Provided by Davis Wright Tremaine

*Approved by the Board of Directors 11/22/16*

## TOGETHER CENTER ANNUAL CONFLICT OF INTEREST QUESTIONNAIRE

This Questionnaire is to be completed annually by all Together Center (TC) officers, directors, and members of committees of the Board of Directors authorized to act on behalf of the Board, and employees designated by the President of TC.

### 1. NAME AND BACKGROUND INFORMATION

a. Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone Number: \_\_\_\_\_

b. Position with TC: \_\_\_\_\_

### 2. CONFLICT OF INTEREST INFORMATION

a. **Investments.** Identify any investments that you or a member of your family has or had during the last five (5) years in any organization that has, does, or is likely to provide goods or services to, or to compete with TC:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

/ / None

b. **Directive or Other Services.** Identify any services that you or a member of your family provides or has provided within the last five (5) years as a director, partner, principal, manager, employee or consultant to any organization that does, has, or is likely to provide goods or services to, or compete with TC:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

/ / None

- c. **Interests in Transactions.** Identify any interest that you or a member of your family or any organization in which you have an interest (*e.g.*, a corporation or partnership) has had in any transaction during the last five (5) years, to which TC or any related organization, was a party (*e.g.*, any loans, sales of goods or services, or guarantees).

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/ / None

- d. **Other.** Identify all other circumstances affecting you or members of your family that might appear to involve a conflict of interest, actual or potential, and any circumstances that could be viewed as use of information relating to TC's business for personal profit or advantage.

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/ / None

**ACKNOWLEDGMENT AND SIGNATURE**

To the best of my knowledge and belief, the above information is true and accurate. I have received a copy of TC's Conflict of Interest Policy, which I have read and understand, and I hereby agree to comply with it.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_.

By \_\_\_\_\_

**BOARD MEMBER EXPECTATIONS****TOGETHER CENTER BOARD MEMBER EXPECTATIONS**

The Board of Directors both governs the organization and supports it. The board sets the direction for Together Center through determining and overseeing its mission, long-range plans, policies and annual budget. Board members are expected to make decisions in the best interest of Together Center as a whole.

Board members are elected by the Board of Directors for a term of three years and may be elected to additional terms as specified in the By-Laws.

As part of the responsibilities of the board as a whole, each individual board member will:

- Determine the mission, goals, objectives and policies of Together Center
- Provide oversight for conducting business in compliance with the Articles of Incorporation, By-Laws, Policies and Procedures, and governmental regulations
- Regularly attend board meetings and the annual retreat
- Annually support Together Center with a gift personally meaningful to the member
- Attend the major annual fundraising event
- Encourage others to support Together Center in any or all of the following ways, appropriate to the member:
  - Introduce potential donors to the staff and Outreach Committee
  - Be a table captain at a major annual fundraising event
  - Solicit or make connections for a corporate sponsorship
  - Recruit additional board and committee members
- Serve as an Ambassador for Together Center in the community:
  - Advocate to contacts both formally and informally
  - Make presentations as requested by the CEO or others
- Participate in a Lunch with Leaders and other advocacy actions and events
- Actively participate on one or more standing committee, task force and/or ad hoc committee
- Review the agenda and supporting materials prior to board and committee meetings
- Participate in board education and orientation sessions
- Assist in annual evaluations of both the staff and board

I understand and endorse the Together Center Board Member Expectations as outlined above and agree to support them to the best of my ability as an active member of the board.

Signed \_\_\_\_\_ Date \_\_\_\_\_

Together Center shall have a written policies and procedures manual to govern the financial management of Together Center.

The Board of Directors shall approve all policies changes or policy modifications in the Policies and Procedures manual.

Procedures in the Policies and Procedures manual may be amended by the Board of Directors, its designated committee or the CEO.

**200-P**  
**FISCAL POLICIES & PROCEDURES**

The Policy and Procedures Manual will be reviewed for appropriateness at least biennially (every two years) and modified by the Finance and Property Operations Committee as necessary.

**BANK SIGNATURES****1) Those able to sign for Together Center in regard to the Property Management Account are the CEO, Chair and Together Center Property Manager.**

**Any one of above** are authorized to make the following actions in support of the Together Center Property Management Account:

- a) Deposit Together Center funds in the name of Together Center subject to the present and future rules and regulations of the bank;
- b) Execute checks, drafts, bills of exchange, acceptance and other instruments and order for the payment of money on behalf of Together Center for the withdrawal of the Center's funds so deposited, including those checks and other instruments or orders for the payment of money drawn to the individual order of any such officer and/or person signing the same without further inquiry or regard to the authority of said officer or the use of said checks or other instruments or orders for the payment of money, or the proceeds thereof.
- c) Give instructions with respect to the account(s) of the Center and to enter into agreement relating to the account(s) of the Center on behalf of the Center upon such terms and conditions as they may deem appropriate.
- d) The Property Manager is authorized to sign checks made payable to his/her business for such normal and customary monthly payments covered under the Property Management contract. Additionally, s/he is authorized to sign checks made payable to his/her business for the reimbursement of out of pocket expenses for a total of not more than \$200 per month. Reimbursements above that level require the signature of another authorized signor on the account.

**2) Those able to sign for Together Center in regard to all other bank and investment accounts are the CEO and Together Center officers: Chair/President, Vice Chair/Vice President, Secretary or Treasurer.**

All are authorized to make the following actions in support of the Together Center Accounts:

- 1) Deposit Together Center funds in the name of Together Center subject to the present and future rules and regulations of the bank;
- 2) Execute checks, drafts, bills of exchange, acceptance and other instruments and order for the payment of money on behalf of Together Center for the withdrawal of the Center's funds so deposited, including those checks and other instruments or orders for the payment of money drawn to the individual order of any such officer and/or person signing the same without

further inquiry or regard to the authority of said officer or the use of said checks or other instruments or orders for the payment of money, or the proceeds thereof.

- 3) Give instructions with respect to the account(s) of the Center and to enter into agreement relating to the account(s) of the Center on behalf of the Center upon such terms and conditions as they may deem appropriate.

Neither individual staff nor officers are authorized to borrow funds without express permission of the Board of Directors.



**BOARD FISCAL RESPONSIBILITIES**

Directors shall perform their duties, including the duties as a member of any committee of the board upon which the director may serve, in good faith, in a manner believed to be in the best interests of the corporation, and with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances.

In performing the duties of a director, directors shall rely on information, opinions, reports, or statements, including financial statements and other financial data, in each case prepared or presented by the CEO, other persons as to matters such person's professional or expert competence; or a committee of the board upon which the director does not serve, which the director believes to merit confidence.

Board members, at monthly meetings or specially convened meetings by the President, are policy makers and oversee the operations of the Together Center. Board members, who serve on the Finance and Property Operations Committee, shall be called on to share their financial acumen. In this role, they work as individual volunteers to support the staff and provide oversight on the financials to the Board of Directors. In addition, these board members advise the Board on fiscal and related matters and they may propose amendments to these policies and procedures.

**BOARD FISCAL RESPONSIBILITIES**

1. The CEO will provide the Finance and Operations Committee and the Board of Directors the most recent financial statements for its review and will answer questions on the appropriateness of expenditures when these are outside the norm or may exceed a line item.
2. The CEO in coordination with Finance and Operations Committee will draft a budget annually.

Together Center shall utilize an accounting system and chart of accounts which permits tracking of assets, liabilities, income and expenditures, and will produce reports as required by Together Center administration and other regulatory and funding sources.

Together Center shall maintain such bank accounts necessary to allow the CEO and Property Manager to maintain fiscal controls over funds available.

The accounting function shall be the responsibility of an accounting and management company under an accounting service agreement.

Together Center shall have a written, mandatory document retention and periodic destruction policy, which includes guidelines for electronic files.

If an official investigation is underway or even suspected, no documents will be purged in order to avoid criminal obstruction.

Fiscal records shall be maintained in a secure manner and information will be backed up on a regular basis.

**203-P**  
**ACCOUNTING SYSTEMS**

1. The CEO will be responsible for the design, maintenance, and utilization of an accounting system and chart of accounts that permit tracking of assets, liabilities, income and expenditures in a manner which segregates required funds, and allows tracking of income and expenditures by program, activity, and grant as required.
2. Together Center will maintain two checking accounts—an operating account and a property management account. Other accounts may be added for projects or sponsored organizations as needed to segregate funds.
3. Checks drawn on the operating account will be signed by the CEO and those on the property management account by the property manager.
4. The CEO will initiate all payments and deposits by executing a payment request or deposit request coded with the appropriate general ledger account codes.
5. Payment requests will be forwarded to the management and accounting services provider for check preparation with the CEO retaining a copy of the voucher and invoice until return of the completed check.
6. All checks on the operating account equal to or greater than \$10,000 require two signatures, the CEO and one Board member or two Board members.
7. All payments to the CEO must be approved by an authorized signing Board member.
8. No debt will be incurred without the approval of the Board of Directors.
9. No personal loans will be made from Together Center to directors or staff.

Together Center shall produce reports as required by Together Center Board of Directors and other regulatory and funding sources.

**204-P**  
**FINANCIAL REPORTING**

1. Financial reports, including a balance sheet, profit and loss statement for month and year-to-date, and cash flow analysis will be created monthly.
2. The CEO and Finance and Operations Committee will review the monthly reports to ensure that revenues and expenditures are within the ranges projected in the budget, and to identify any significant deviations in income or expenses.
3. The CEO shall present a summary monthly financial report to the Finance and Operations Committee, which shall periodically summarize it for the Board.
4. The CEO will make available to funding sources information mandated by the applicable funding contract.

The Board of Directors, as the governing body, shall be responsible for approving and overseeing that Together Center has adequate financial support and for making certain that the funds are appropriately allocated consistent with its goals and objectives.

Each Board member should have a clear understanding of Together Center's financial situation, including the sources of its income and the true costs of its programs.

**206-P  
BUDGET**

1. The CEO will prepare a proposed annual operating budget that allocates revenues and costs to specific programs including the property management and administrative programs.
2. The proposed budget recommendations will be presented to the Finance and Operations Committee for review and presentation to the Board with the recommendations of the Committee. The Finance and Operations Committee is charged with analyzing budget recommendations critically as a major step in assuring that the Board has indeed performed its fiduciary responsibilities.
3. The Finance and Operations Committee will regularly compare actual expenditures with budget allowances and report findings to the entire Board so that the Board is clearly aware of the status of Together Center's budget and actuals. The Finance and Operations Committee also works with the CEO to ensure compliance with financial regulations.



Together Center shall comply with every legitimate and reasonable procurement practice or condition stipulated by the source of funds by which the procurement is to be accomplished.

Some form of price or cost analysis shall be made in connection with every substantial procurement action as defined below.

Contracts shall be awarded to the bidder whose bid/offer is responsive to the solicitation and is most advantageous to Together Center, with price and other factors considered.

Contracts shall be made only with responsible contractors who possess the potential ability to perform successfully under the terms and conditions of a proposed procurement.

Together Center staff, volunteers and Board members shall avoid and prevent from occurring any real or perceived conflict of interest in the issuance of requests for proposals, solicitations of competitive bids, awarding of contracts, or any procurement activities.

**207-P  
PROCUREMENT**

1. Contracts will include provisions to define a sound and complete agreement.
2. Contracts in excess of \$10,000 shall contain contractual provisions or conditions that will allow for administrative, contractual or legal remedies in instances in which contractors violate or breach contract terms, and provide for such remedial actions as may be appropriate.
3. In all contracts for construction or facility improvement awarded for more than \$100,000, appropriate bonding requirements will be observed.
4. Together Center will adhere to the prevailing wage or other salary requirements of the federal or Washington State rules when undertaking construction contracts funded by federal or state grants.
5. Together Center shall make a positive effort to utilize small business and minority-owned business sources of supplies and services.

**208**  
**INSURANCE**

The CEO shall periodically, as necessary, provide the Board of Directors with information regarding changing needs for insurance protection.

All appropriate insurance coverage will be obtained in a timely fashion.

**208-P  
INSURANCE**

1. Together Center will maintain the following insurance coverage's for the protection of the Center and its Board of Directors—Commercial Property. Commercial General Liability, Earthquake & Flood Insurance, Umbrella Insurance, Directors and Officers Insurance and Employee Benefits (Short-Term Disability, \$25,000 in Life Insurance and cover from Washington State Department of Labor & Industries).
2. Bids will be obtained from at least two other carriers in addition to the current carrier periodically or whenever significant changes in coverage occur. This may be waived if there are fewer than three potential sources.
3. Contractors will have appropriate insurance coverage and, for contracts in excess of \$10,000 will provide proof of insurance.
4. All appropriate insurance coverage will be obtained in a timely fashion.
5. All Tenants must provide a current Certificate of Insurance with limits appropriate as defined by lease agreement. Operations Staff will collect annual Certificates of Insurance from tenants and keep on file.

**COMPENSATION/PAYROLL**

The Board of Directors will evaluate compensation yearly as part of the budgeting process. Salaries will be evaluated in relation to market rates, Together Center's budget and staff performance.

**209-P**  
**COMPENSATION/PAYROLL**

1. The CEO will contract with a payroll services vendor to set up payroll automatic deposits to staff on the 15<sup>th</sup> of the month (or the Friday before if the 15<sup>th</sup> falls on the weekend or a holiday) and the final day of the month (or the Friday before if the final day falls on the weekend or a holiday).
2. The CEO's salary will be set by Board of Directors budget. The Finance and Operations Committee will review the financials to ensure funds paid to staff align with the budgeted salaries.
3. Time sheets will be submitted to the CEO four days before each payday by any hourly staff. The CEO will communicate the hours to a payroll vendor. Salaried staff will provide a timesheet on the first of the month to the CEO and accountant to track benefit hours.
4. Checks will be written, or transfer will be made securely online, to appropriate agency for employee deductions for retirement or other benefit plans at the same time as payroll.
5. The payroll vendor will make quarterly payroll tax deposits and required reports including State Unemployment, State Labor & Industries Insurance, WA FMLA, IRS Form 941 reconciling payroll and payroll taxes. The vendor also prepares employee W-2 forms and employer W-3.

To ensure accountability to donors, tenants, project and the larger community, the Board of Directors of Together Center have an investment policy and procedures to set standards that guide effective and prudent management, monitoring and evaluation of the organization's investments.

Because Together Center expects to operate in perpetuity, wise and careful stewardship of the Assets under management is essential to the organization's mission.

Together Center shall invest available funds in a manner that provides the highest investment return with maximum retention of principal, while meeting the cash flow requirements and conforming to all applicable statutes governing the investment of its funds.

The Treasurer and CEO shall be granted the authority to transfer monies between Board-approved accounts and funds.

The Board of Directors will be notified in advance of meetings involving investment decisions and the Board will take action to approve investment changes.

**210-P**  
**INVESTMENT**

1. The Finance and Property Operations Committee shall serve as Together Center's investment committee responsible for implementing its investment policies. The CEO shall be an ex-officio member of the Finance and Property Operations Committee.
2. Permitted investments include cash and cash equivalents and fixed income securities that are invested in cash equivalent assets convertible to cash. Together Center Board has approved investment in Fidelity Treasury Money Market Fund.
3. To the extent possible, Together Center will match its investments with anticipated cash flow requirements. Unless matched to a specific cash flow, or estimated cash flow needs, Together Center will not directly invest in securities maturing more than five (5) years from the date of purchase.
4. To better increase the effectiveness of investments, each asset category will be compared to appropriate indices.
5. The Finance and Operations Committee will meet with the investment manager as needed to review liquidity requirements, asset allocation and portfolio performance.

On an annual basis, the Finance and Operations Committee will evaluate conformance with the Investment Policy and will report to the Board of Directors on the activity of the investment portfolio as to types of investments, yields, maturities and other related data



**INTERAGENCY AGREEMENTS**

Together Center may enter into agreements with other agencies to cooperate in the provision of services pursuant to Board policies or program requirements.

All interagency agreements shall be agreed to by the CEO and approved by the Board of Directors.

**INTERAGENCY AGREEMENTS**

1. Contracts will be drawn and signed by all partners to interagency agreements.
2. Accounting procedures such as a separate bank account and accountant's agreement paid by the sponsored organization will be established.
3. Copies of contracts will be forwarded to the accountant together with a designation of the account to which it applies.
4. Services provided through interagency agreements are reported to the accounting records as other services provided by Together Center.
5. Agreements shall include cost, revenue, staff or other studies or estimates affecting Together Center assets.

Together Center shall maintain credit cards to allow purchases by means other than cash.

**212-P**  
**CREDIT CARDS**

1. A credit card is assigned to the Chief Executive Officer with a limit of \$10,000.
2. Receipts are retained at the time of purchase and compared to the monthly invoice from the credit card company by the CEO. After the charges are verified and purchases annotated with the appropriate account code, a request for payment is prepared and sent to the property manager/accountant.

**EMPLOYEE MILEAGE AND EXPENSE REIMBURSEMENT**

Employees shall be reimbursed for mileage while driving their personal vehicles on Together Center business at the standard mileage rate allowed by the IRS.

**EMPLOYEE MILEAGE AND EXPENSE REIMBURSEMENT**

1. Employees will submit a request for reimbursement at completion of the trip, or semi-annually at a minimum, at the discretion of the CEO.
2. The CEO will submit a payment voucher to the accountant requesting reimbursement.

Together Center may solicit and accept monetary donations, in-kind donations and volunteer activities for both program needs and for fundraising purposes.

**214-P  
DONATIONS**

1. All cash receipts will be deposited intact. No substitutions of money, checks or other documents will be substituted for cash received.
2. Donations of stocks will not be held longer than 5 days.
3. Per IRS rules, funds will be recorded as donor restricted or unrestricted.
4. The Board of Directors will be notified of donor restricted gifts over \$2000.
5. The CEO will review all cash receipts and assign the appropriate account number.
6. The employee accepting a donation of goods will give the donor a non-cash donation receipt and ask the donor to value the donation.
7. Each volunteer will be given a timesheet which they are to complete as services are performed. The timesheets are to be retained for two years.



**215**  
**INVENTORY**

Together Center shall conduct an annual inventory of all furniture and equipment with a value in excess of \$300 to estimate needs, to prevent or detect theft, and to ensure replacement as necessary. All inventory items are to be tagged with a permanently affixed Together Center property number.

**215-P  
INVENTORY**

1. The CEO will assure newly acquired items are tagged at the time of acquisition and recorded on inventory list.
2. Together Center will conduct an inventory of all inventoried furniture and equipment annually.

To assure that the books of Together Center reflect accurately its financial situation, and that its fiscal operations meet the standards of generally accepted accounting practices as well as all funding requirements, the Board shall at least biennially engage an independent audit by qualified individuals sufficiently independent of those who authorize the expenditure of Together Center funds to produce unbiased opinions, conclusions or judgments.

The audit shall ascertain the effectiveness of the financial management systems and internal procedures established to meet the terms and conditions of the agreements made between Together Center and any other funding entities.

**216-P**  
**INDEPENDENT AUDITS**

1. The auditors will communicate with the Finance and Operations Committee or other duly appointed committees both prior to the conduct of the audit and when the draft report is presented. The communication may take the form of a telephone call to the Treasurer or other member of the Committee, or may be a presentation by Auditors at a Finance and Operations Committee meeting.
2. The results of the audit will be presented to the Finance and Operations Committee at their meeting following receipt of the audit report. At the same time the CEO will report any action necessary to resolve conflicts in the audit or to satisfy any recommendations.
3. The Finance and Operations Committee will review the recommendations of the auditor and recommend to the Board the authorization of any changes that are to be made, if such changes are appropriate for Board action.
4. The audit timing will take into account factors such as bank requirements related to mortgages, grantor needs or other requirements.
5. The audit, any findings, and Together Center response will be made available to all funding sources as requested.

**FIXED ASSET CAPITALIZATION**

Together Center will regard fixed assets as capitalized when all of the following criteria are met:

- (1) Assets or Leasehold Improvements, together called "Assets", purchased, built, or leased have useful lives of one year or more.
- (2) The cost of the asset (including installation) is \$2,000 or more. Multiple assets whose cost is less than \$2,000 but the aggregate requestor total is \$2,000 or more are capitalized.
- (3) The cost of repairing or renovating the asset is \$2,000 or more and prolongs the life of the asset at least one more year.

Together Center will regard the purchase of software programs as fixed assets subject to the above capitalization policy, and will amortize over an estimated useful life of 3 years. Costs associated with software maintenance and customer support are considered expenditures and will not be capitalized.

**1. The following definitions will be used in determining which items are capitalized:**

- (1) REPAIR is an expenditure that keeps the property in ordinary efficient operating condition. The cost of the repair does not add to the value or prolong the life of the asset. All repair expenditures are charged to the appropriate department and fund.
  
- (2) IMPROVEMENTS are expenditures for additions, alterations and renovations that appreciably prolong the life of the asset, materially increase its value or adapt it to a different use. Improvements of this nature are capitalized.

**2. The following are examples of Repairs vs. Improvements**

Repairs = Expenditures

All items with life less than one year

All items under \$2,000

Property maintenance, (i.e. wall repair)

Replacement of machine parts to keep that machine in normal operating condition

Property restoration (rebuilding) for normal operations that does not add value or prolong the life of the asset.

Existing building repairs

Replacement of small sections of wiring, lighting, pipes or light fixtures

Patching walls, minor repair of floors, painting, etc.

Patching driveways

Cleaning drapery, carpet, furniture

Improvements = Capitalized Assets

Life of more than one year

All items \$2,000 or more

Property rebuilding

Replacement of motor and parts prolong the useful life

Property restoration for something different or better

Building regulation conformity

Major replacement of wiring, pipes or sewer

Installation of floor, wall, roof, wall-covering, etc.

New driveway or major repair

New drapery, carpets, furniture

**3. The following years of useful life are used in the Depreciation Method—Straight Line:**

Buildings	31.5 years
Building Improvement	25-31.5 years
Leasehold Improvements	25-31.5 years
Vehicles	3-5 years
Office Equipment	7 years
Computer Equipment	5 years
Software	3 years

**4. Determination of Capitalization Method and Depreciation Term**

The final determination of whether to capitalize or expense an asset purchase, along with the correct depreciation term of the asset, shall be made by the Finance and Operations Committee in consultation with the accountant using the above as guidelines and in keeping with generally accepted accounting principles. If capitalized, the asset shall be booked as a Fixed Asset during its first full calendar month of service and depreciation expense recorded at the end of that first full month.

## 1. General Financial Goals

- a) To sustainably and consistently meet our mission to ease access to human services by operating a collaborative one-stop campus and/or other strategies that meet community needs.
- b) To provide a financial base sufficient to sustain property operations to maintain the sustainable well-being and physical conditions of the property asset.
- c) To be able to withstand significant capital expenses, to withstand local and regional economic trauma, to adjust to changes in the service requirements, and to respond to other changes as they affect Together Center (TC) operations.
- d) To maintain an excellent credit rating in the financial community, to assure donors and other stakeholders that TC operations follow national and nonprofit standards, and to ensure its assets are maintained in sound fiscal condition.
- e) To ensure, while doing the above, that policy is undertaken at the discretion of the Board of Directors, which should not be so beholden to the reserves strategy that it loses flexibility for funding alternative emerging needs.

## 2. Operating Budget Policies

- a) The base operating budget is the comprehensive one-year financial plan which provides for the desired level of maintenance and services as defined by the Together Center Policies and Procedures Manual. A budget will be developed annually.
- b) Operating budgets should provide for design, construction, maintenance and replacement of the **Capital Repair Plan**.
- c) TC will maintain all its assets at a level such that it protects the TC capital investment and minimizes future maintenance and replacement costs.
- d) Grants will be utilized as directed by the donor, and will not be used for other purposes without the approval of the donor. Grants should be expended within 12 months, unless a grant comes with different expectations. The timing of expenditures may be outside of the current calendar year.
- e) All current operating expenditures, outside of grant-funded items, will be paid from current revenues, per the TC Fiscal Policies and Procedures Manual.
- f) TC may use one-time revenues for operations, capital maintenance, or capital improvements.



- g) In order to facilitate and implement the budget process, the Board will propose an annual Budget Process Calendar, per the TC Fiscal Policies and Procedures Manual.

**3. Revenue Policies**

- a) As developed and maintained per the TC Policies and Procedures Manual.

**4. Expenditure Policies**

- a) As developed and maintained per the TC Policies and Procedures Manual.

**5. Debt Policies**

- a) As developed and maintained per the TC Policies and Procedures Manual.

**6. Investment Policies**

- a) As developed and maintained per the TC Policies and Procedures Manual.

**7. Capital Repair Budget Policies**

- a) TC will make capital improvements in accordance with an adopted capital repair program, called the Capital Repair Plan. Capital funds may be used on non-recurring capital expenditures (such as capital projects), as defined per the TC Policies and Procedures Manual.
- b) The Capital Repair Plan and the base Operating Budget will be reviewed at the same time to ensure that TC's capital and operating needs are balanced with each other and that the Capital Repair Plan is aligned with TC's other long-range plans.
- c) TC will develop and maintain the Capital Repair Plan, a ten (10) year plan for capital repairs and improvements and update it yearly. Capital expenditures will be forecasted taking into account changes in a 20-year overview identifying key substantial building features, attributes or characteristics.
- d) TC will identify the estimated costs for the yearly capital projects before it is submitted in the budget process. TC will use donor assistance and other outside resources whenever possible.

**8. Reserve Fund Policies** TC will transfer, annually as part of the TC annual budget, funds from the previous year-end Net Operating Revenue (excluding significant one-time revenues) and available one-time money to maintain the Capital Reserves and General Operating Reserves minimums described in section 9.

- a) TC will draw from specific reserve funds to pay for appropriate expenses.

- b) Quarterly the Finance & Property Operations Committee will evaluate reserve funds and related expenditures to date in order to offer direction for transferring funds from general operating reserves to specific reserve funds, with the goal of keeping the reserve fund at a minimum level.
- c) A surplus is defined as the difference between the actual beginning fund balance and the budgeted beginning fund balance. It consists of under-expenditures and excess revenues over and above the amounts included in the annual budget.
- d) If there are surplus balances remaining after all current expenditure obligations and reserve requirements are met, the Fundraising & Operations Committee may recommend to the Board of Directors that a specific amount of the surplus be moved to a reserve fund to meet current TC priorities.

## 9. Reserve Funds

- I. **CAPITAL RESERVES:** The capital reserves will be maintained to enable the undertaking of capital repairs as outlined in Section 7 and to enable strategic planning, upgrades or changes to the facility.
  - a. Capital Repair Plan Reserve:  
Description: no less than 15% of rolling 10 Year Total known repair plan estimates  
Minimum Amount: \$50,000 (no less than this amount for more than a quarter)  
Maximum Amount: \$350,000
  - b. Capital Improvement Program Reserve: design and planning  
Description: Design, planning and launch of long-term facility improvements  
Minimum Amount: \$25,000  
Maximum Amount: no cap
  - c. Insurance Bridge Reserve  
Description: - deductible and or mitigate timing of release of funds  
Minimum Amount: \$25,000  
Maximum Amount: \$350,000 – 5% of building worth
- II. **GENERAL OPERATING RESERVES:** The General Operating Reserve shall be created and maintained to provide sufficient cash flow to meet daily financial needs and to sustain TC services in the event of insufficient lease revenue, a catastrophic event such as a natural/man-made disaster (e.g. earthquake, windstorm, flood, terrorist attack), or a major downturn in the economy.

TC will maintain the following General Operating Reserves:

- a. Debt Service Reserve:  
Description: six (6) months of capital and interest payments  
Minimum Amount: \$0  
Maximum Amount: \$40,000
- b. Large-Tenant Vacancy Reserve  
Description: three (3) months of gross lease and CAM payments of single largest tenant  
Minimum Amount: \$50,000  
Maximum Amount: \$100,000
- c. Major Equipment Sinking Fund Reserves  
Description: Office or facility machinery  
Minimum Amount: \$0  
Maximum Amount: \$5,000
- d. Staff Salary and Benefits Reserve (including vacation accrual reserve):  
Description: one (1) year total employee accrued benefits  
Minimum Amount: \$6,000  
Maximum Amount \$16,000

**10. Accounting, Auditing, and Financial Reporting Policies**

- a) As developed and maintained per the TC Policies and Procedures Manual

Together Center requires directors, officers and employees to observe high standards of business and personal ethics in the conduct of their duties and responsibilities. As employees and representatives of Together Center, we must practice honesty and integrity in fulfilling our responsibilities and comply with all applicable laws and regulations.

Together Center is committed to operating in furtherance of its tax-exempt purposes and in compliance with all applicable laws, rules and regulations, including those concerning accounting and auditing, and prohibits fraudulent practices by any of its board members, officers, employees, or volunteers. This policy outlines a procedure for employees to report actions that an employee reasonably believes violates a law, or regulation or that constitutes fraudulent accounting or other practices. This policy applies to any matter which is related to Together Center's business.

If an employee or Board Director has a reasonable belief that an employee or volunteer of Together Center has engaged in any action that violates any applicable law, or regulation, including those concerning accounting and auditing, or constitutes a fraudulent practice, the employee is expected to immediately report such information to the Chief Executive Officer (CEO). If the employee does not feel comfortable reporting the information to the CEO, he or she is expected to report the information to the Treasurer of the Board of Directors.

All reports will be followed up promptly, and an investigation conducted. In conducting its investigations, Together Center will strive to keep the identity of the complaining individual as confidential as possible, while conducting an adequate review and investigation.

Together Center will not retaliate against an employee in the terms and conditions of employment because that employee: (a) reports to a supervisor, to the CEO, the Board of Directors or to a federal, state or local agency what the employee believes in good faith to be a violation of the law; or (b) participates in good faith in any resulting investigation or proceeding, or (c) exercises his or her rights under any state or federal law(s) or regulation(s) to pursue a claim or take legal action to protect the employee's rights.

Together Center may take disciplinary action (up to and including termination) against an employee who in management's assessment has engaged in retaliatory conduct in violation of this policy.

## RECORDS RETENTION

The following policy outlines document retention policies for Together Center's business documents. Our philosophy is to retain all documents required by relevant State and federal statutes, as well as those documents required to best protect Together Center legally. In the interest of minimizing paper file storage, it is our intent to retain only those documents and records needed to satisfy those two purposes. When files are no longer required, they are to be destroyed (for this purpose, shredding is considered destroyed).

However, in any case where Together Center personnel become aware of pending litigation, all documents directly or potentially relevant to that issue must be retained until the case is settled and/or the statute of limitations on the claim has been reached. Until that time document destruction should be suspended.

As much as possible, it is recommended that documents be scanned and maintained electronically, unless a physical, paper copy is required for legal reasons. Electronic records are stored in the cloud (Microsoft OneDrive). Regarding physical records, public documents may be stored anywhere that is easily accessible at Together Center's offices; confidential records should be stored in locked, secure locations.

It is the responsibility of the Chief Executive Officer to maintain all corporate documents, and to ensure that document retention guidelines, including confidentiality, are followed. It is the responsibility of the Finance & Operations Committee to periodically audit Together Center records to oversee that document retention guidelines are being adhered to.

The following list of document retention timelines is by subject area; two appendices also list the guidelines by timeline and then alphabetically by document/record type.

## Financial Records

<b>Document/Record</b>	<b>Retention Time</b>	<b>Public/Confidential</b>
Audit reports Chart of accounts Checks for large, significant purchases (over \$25K) Deeds, mortgages and bills of sale Depreciation schedules Audited financial statements Tax returns – IRS Form 990 Investment records	Permanently	Public
Journals and ledgers Bank statements and deposit slips Checks (cancelled, voided) except for large purchases (over \$25K) Expense reimbursement records	7 years	Public

Budgets Invoices to clients/from vendors Cash slips, charge slips, expense reports and petty cash records Grant applications/awards/correspondence		
Duplicate deposit slips Bank reconciliations	1 year	Public

Personnel Records:

<b>Document/Record</b>	<b>Retention Time</b>	<b>Public/Confidential</b>
I-9 forms	1 year after termination or 3 years after DOH, whichever is longer	Confidential
Resumes/applications for applicants not hired Job postings and advertisements	1 year	Confidential
Timesheets Unemployment tax records Worker's compensation premium records Contractor agreements and payment records	3 years	Confidential
PTO documentation	4 years	Public
Personnel files	7 years after termination of employment*	Confidential
Accident reports/workers compensation claims Payroll records (W-2s, etc.)	7 years (Note: PayNorthwest retains records indefinitely, until asked to destroy by client)	Confidential

Corporate Records

<b>Document/Record</b>	<b>Retention Time</b>	<b>Storage Location</b>
Correspondence (special) Insurance policies and records (current) Insurance policies (expired) Trademark records Annual reports Corporate documents such as articles of incorporation, bylaws, determination letter Partnership agreements	Permanently	Confidential
Contracts and leases	While in effect, then 7 years after expiration	Confidential
Correspondence (routine)	3 years	Public/Confidential

Operations Records

<b>Document/Record</b>	<b>Retention Time</b>	<b>Public/Confidential</b>
Inventory records	7 years	Public

Physical inventory tags	3 years	Public
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Board of Directors Records

<b>Document/Record</b>	<b>Retention Time</b>	<b>Public/Confidential</b>
Board meeting minutes	Permanently	Public/Confidential

The CEO of the Together Center is empowered by the Board of Directors to accept applications and make decisions regarding use of space subject to the following. Together Center resources should primarily increase access to nonprofit health and human services, but budgetary and other needs may be taken into account in leasing space. The Board of Directors will be notified of pending selections or rejections and given at least 3 days to voice concerns or request Board discussion of the proposed action. Absent such a request, the CEO will make the final selection and execute the lease.

The following considerations will assist in these deliberations:

- a) Is the applicant a health and human services provider with 501(c) 3 status?
- b) For what purpose will the space be used?
- c) To what extent will the applicant's presence at TC support the safety and welfare of clients and staff of current agencies?
- d) How does the applicant contribute to the TC goal of increasing the diversity of agencies on the campus?
- e) How does the applicant contribute to the TC goal of increasing the diversity of services on the campus?
- f) What critical need does the applicant meet? What campus service gap does the applicant fill?
- g) If the applicant is a direct service agency, can the agency lease space along the front of the building to improve access to services?
- h) Will the services provided increase or enhance services currently provided by other tenant agencies?
- i) Does the applicant have the financial stability to assure it can meet the terms of the lease?
- j) How will the applicant contribute to the development of a collaborative human services hub?
- k) Describe the applicant's organizational structure and the purpose of its presence at the TC.



Together Center may contract with a property management company exclusively to operate and manage the property known as Together Center.

Together Center shall assure the property management company exercises due diligence in the management of the premises and agrees to furnish the services of his/her organization for the operating and managing of the property.

The CEO shall bring to a board-approved committee capital needs and potential expenditures for review and recommendation.

This Finance and Operations Committee shall provide guidance to Together Center management on potential tenants and other property issues.

**PROPERTY MANAGEMENT**

1. Contracts will be executed with a property management company property manager for an initial period of one year to be followed on a month-to-month basis. However, either the property management company or Together Center can cancel the agreement at any time should there be just cause. Notice will be in writing and sent 30 days prior to the effective cancellation date.
2. The property management company will prepare monthly statements of receipts and expenses and will remit to Together Center all receipts less disbursements. In the event the disbursements shall be in excess of the rents collected by the property manager, Together Center will pay such excess promptly.
3. The property management company will deposit timely all receipts collected for Together Center and take appropriate action for delinquent tenancies.
4. The property management company will request and supervise repairs and alterations and purchase supplies with the prior approval of Together Center's CEO on all expenditures in excess of 15 percent over budget, except monthly and recurring operating charges or emergency repairs.
5. The property management company will contract for needed utilities and services.
6. The property management company will respond to tenant calls regarding building repairs, complaints and any general matters and respond promptly to any emergencies.
7. The property management company will review building operating costs on an annual basis and bill tenants for any additional rents owed as a result of any increases after discussing the same with the Together Center CEO.
8. The property management company will make all records available to Together Center for any purpose including but not limited to the annual financial audit.
9. The property management company will conduct a weekly walk through of the building and to check for consistency in maintenance contracts, condition of building and grounds and follow through on repairs. The property management company will give verbal reports to Together Center and a monthly written statement.

10. The property management company will obtain bids from vendors, as required, for special projects or capital improvements to the building and property and report recommendations to the Together Center.
11. The property management company will conduct a thorough property inspection at least twice a year to anticipate any proactive repair, maintenance or construction. The property management company will give Together Center a brief written summary of any items to be addressed and the projected costs.
12. Together Center will hold the property management company harmless from all damage suits in connection with the management of the premises and will carry insurance adequate to protect all parties. The property management company will not be liable for any error in judgment or for any mistake of fact of law, or for anything which it may do or refrain from doing hereinafter, except in cases of willful misconduct or gross negligence.
13. The property management company will pay mortgage indebtedness, property taxes, and any insurance required.
14. The property management company will disperse collected security deposits directly to Together Center.

## 1. GENERAL USE POLICY

The facilities of Together Center are primarily for the use of TC agencies. Conference rooms are used primarily for staff/board meetings, community or campus group meetings. Agency conference room use is intended for larger group gatherings and not intended for agency administrative use. The facilities may be used by other non-profit organizations as scheduling allows for pre-approved activities. Community groups may also use TC facilities by special arrangement. The facilities may not be used for child or youth groups or activities without prior permission of Together Center.

### **CONFERENCE ROOM USE BY TENANTS**

- Together Center (TC) agencies have first priority over space availability and are required to book use of conference rooms in advance through the online calendar, following the proper instructions of conference room calendaring (See *TC Associate Calendaring Instructions*). Use of this system is required for last minute use as well. Agencies may not use a conference room if it is not properly reserved.
- Each TC agency has an allotted monthly amount of hours, designated by TC Administration, they may schedule for conference room use. All tenants have eight hours of conference room use monthly. Additional time is added based on the percentage of square footage leased at Together Center. TC Administration will provide the number of hours for use by each agency. Monthly allotted hours are not transferrable and do not rollover.
- Use of conference rooms is permitted for meetings of agency personnel, or groups under the direct purview of the agency. All other groups must be approved by TC Administration prior to scheduling.
- There may be only one weekly recurring reservation per conference room per Agency and none may continue past 9:00 pm.
- Tenants must select rooms that are appropriate for the size of their group, so larger rooms are not used for smaller groups.
- All day and multi-day use must be pre-approved by the TC Administrative Office prior to scheduling the conference room. Weekday all-day events are discouraged due to parking limitations. Guests not normally using the campus must be instructed to park off campus.
- Tenants are responsible for removing reservations from the calendar if meetings are cancelled so the room may be made available to others.
- Emergency priority usage of rooms may require a user (for example, off-campus user) to be “bumped” to another area of the building. The agency would be notified of this.

### **CONFERENCE ROOM USE BY OTHER NON-PROFIT AGENCIES/COMMUNITY PARTNERS**

- Outside agencies/groups must contact the Together Center Campus Administration Office and apply with the Operations Coordinator to reserve a meeting room. Meeting rooms are used by outside agencies/groups on a space-availability basis. A Building Use Contract must be filled out in advance and approved prior to use of the room.
- Use of the TC conference rooms without prior permission will result in termination of the current building use agreement.
- Approved organizations/community partners will park off-site to lower the impact of conference room use to campus clients and agency staff on weekdays.
- When facility use is permitted by outside agencies, groups or organizations, a use fee will be charged to cover costs incurred by Together Center (See fee schedule). Fees may be waived under special circumstances. Special deposits MAY be required for groups using TC conference rooms. Food service requires permission and a \$50 security deposit.
- Groups using TC facilities for the first time will arrange with the TC office staff (between the hours of 9:00AM to 4:00PM, Monday thru Friday) to have a walk-through of the building prior to scheduled use to become familiar with the facilities (emergency exits, security measures, etc.). The responsible party will arrange to pick up the TC key prior to the day of use and return it within 24 hours of use (or on Monday following weekend activities).
- All conference room users will return the conference room to a clean state and in good order for the next user. The user must remove leftover food and garbage from premises. Tables must be wiped down clean and no evidence of food or beverage is to be left behind. Whiteboards should be blank and clean. Brooms are available in the building A west end lunch room and the building B southeast restroom.
- Rooms are to be returned to proper configuration as shown on the bulletin board, regardless of how the room was found, lights turned off and doors locked when finished.
- The last person out of a building should be sure that lobby lights are turned off and the lobby door is locked.

## DAMAGES

- Damage incurred to property or equipment shall be immediately reported to the Together Center Administration Staff. Breakage or damage that is not normal wear-and-tear is the financial responsibility of the group using the conference room.
- Nailing, tacking, taping or other methods of attachment are not allowed on walls, doors, windows or other surfaces. Users may bring their own flipcharts or TV/DVD equipment for use on-site.
- Users may not move tables or chairs (except folding chairs) to any other location outside of the room.
- Interior furniture being moved should be picked up to avoid dragging anything across the carpet.
- Appropriate materials should be used for white boards. Replacement costs for permanent damage to boards will be charged to the user.

*These protocols were written by staff, and finalized with agencies after a several-month process on January 1, 2015.*

**TENANT CONFERENCE ROOM HOURS OF USE**

Each Tenant share have the free use of conference room for a share of hours commensurate with the square feet the tenant leases.

1. Each tenant shall have a base number of hours of free conference room use.
2. Tenant's share of conference room time over and above the base is based on the total square footage rented at Together Center.
3. Tenant's share of conference room hours is non-transferrable.
4. Unused hours do not accrue or carry forward to the next month.



The following is the current monthly share of free conference room hour per square foot.

<b>Total Rentable Square Footage Leased</b>	<b>Monthly Share of Free Conference Room Hours</b>
Up to 600 SF	Up to 8 hours
601 to 1,200 SF	Up to 10 hours
1, 201 to 1,800 SF	Up to 12 hours
1,801 to 2,400 SF	Up to 14 hours
2,401 to 3,000 SF	Up to 16 hours
3,001 to 3,600 SF	Up to 18 hours
3, 601 +	Determined by percentage

**General Policies:**

Refer to *Together Center Guidelines Regarding Use of Together Center Campus Facilities* for comprehensive usage policies.

*These protocols were written by staff, and finalized with agencies after a several-month process on January 1, 2015.*

**TENANT EXTERIOR SIGN IDENTIFICATION**

Each tenant may provide (at tenant's expense) an exterior sign with the following specifications.

Materials: Sign shall be painted on a signboard made from durable, weather resistant material (marine plywood is suggested) and shall be securely attached to the building. Each sign shall be designed and manufactured so that it presents a professional and quality appearance and shall be harmonious with building design and color.

Size: Each tenant sign shall not exceed 32" in height and 72" in width, in a rectangle or square shape.

Quantity: Only one sign per tenant shall be displayed.

Location: Landlord shall designate the location of each tenant sign.

Wordage & Logo: Tenant name shall appear on the sign. Logo is optional. Tenant has creative license over design of lettering and logo so long as it serves the purpose of identifying the tenant. However, Tenant shall obtain Landlord approval of the sign's design before production and installation.

*Previously, illumination of signs was not allowed, and all signs were to be on white per a 2002 agreement with the City of Redmond.*

It is the policy of Together Center (TC) to provide equal employment opportunity to all people without regard to race, color, age, sex, marital status, sexual orientation, gender identity, religion, ancestry, national origin, and/or disability and to promote the full realization of that policy through a positive, continuing program. TC is fully committed to assuring equal opportunity and equal consideration to all applicants and employees in personnel matters including recruitment and hiring, training, promotions, salaries and other compensation, transfer and layoff or termination.

This policy will be specifically included in any personnel manual that is created and will be a continuing and essential component of the personnel policies and procedures.

**400-P**  
**DIVERSITY & INCLUSION**

A copy of this document will be given to every employee and be issued to all persons engaged in the recruitment, hiring, placement, training and education of employees.

When required, notices by the Equal Opportunity Commission, the Office of Federal Contract Compliance in the Department of Labor, and any state or city human rights agencies will be displayed in working areas and in employment offices.

All sources of recruitment for TC will be informed orally and in writing of the equal employment policy stipulating that they actively recruit and refer women and minority candidates for all positions listed.

Grievances or complaints regarding the implementation of this policy should be lodged with the Board President.

**DRUG-FREE WORKPLACE**

Together Center (TC) prohibits TC employees from the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance on/at the TC facilities or while on (or on the way to conduct) business for the agency at any other location. Employees may not report to work under the influence or in possession of illegal controlled substances and/or alcohol.

Legal drugs include prescribed and over-the-counter drugs which have been legally obtained and used for the purpose for which they were intended. Illegal drugs include any drug which is not legally obtainable, or which is being used in a manner or for a purpose other than as prescribed.

Any employee determined to be manufacturing, distributing, dispensing, possessing, or using a controlled substance(s) on TC property or while conducting business on behalf of the agency will be subject to disciplinary action. Any employee involved in such activities, yet not terminated, must satisfactorily participate in an TC approved treatment rehabilitation program to be eligible for continued employment.

If any staff is convicted of a drug/alcohol related offense at the gross misdemeanor or felony level, he/she must notify the Board President within five working days after the conviction. The conviction may be grounds for termination; however, the President has the discretion upon investigation of the circumstances to require that the employee enroll in and complete a course of treatment related to the offense of which the employee was convicted.

**Exemptions:**

On-site Pharmacy(s) and Medical Clinics, operated by licensed Pharmacists and Medical Providers, are not covered by the Drug Free Policy.

**401-P**

**DRUG-FREE WORKPLACE**

A copy of this policy will be given to all employees. Grievances against such action(s) may be made, by the employee affected by this policy, to the Board President.

**I. Compensation:**

Together Center (TC) believes it is in the best interest of both TC and employees to fairly compensate individuals for the value of the work provided. TC's compensation takes into account the market value of each position based on the required skills, knowledge and abilities. Starting salaries and pay increases will also take into account budgetary constraints. Ultimately, all decisions regarding compensation are at the Board of Directors' discretion. The Together Center compensation system will be objective and non-discriminatory.

**A. Salary**

Starting salaries will take into account market comparables and are approved by the Board of Directors. The Board of Directors shall evaluate salary adjustments, including cost of living adjustments and merit raises, as part of its budgeting process each fall and will conclude this work before finalizing a budget for the following year.

Salary adjustments are normally given (when appropriate) on January 1 of each year or the pay period which starts closest to January 1 and must be approved by the Board.

**B. Benefits**

Benefits shall be administered in accordance with this policy. Only employees working 20 hours a week or more and after three months of continuous service are eligible for benefits.

A benefit allowance in the amount of 18% of annual salary is added to base compensation to pay for the healthcare benefits provided under the Together Center Cafeteria Plan, which includes the Section 125 Health FSA Plan described below. Any amounts declined for the Cafeteria and/or Section 125 Plan may be contributed to the Simple IRA Plan established by the Together Center up to the maximum contribution as provided under the current tax code. Note that benefits allowance used toward Simple IRA Plan are subject to FICA and Medicare tax.

An Open enrollment period will be available each year for employees to elect benefits or decline benefits under the Cafeteria Plan.

In addition, TC pays for Short-Term Disability Insurance and \$25,000 in Group Life/AD&D insurance for each employee. In compliance with applicable laws, TC also pays for worker's compensation and unemployment insurance.

## **1. Section 125 Cafeteria Plan**

A Section 125 Cafeteria Plan Overview has been approved by the Together Center Board of Directors. A more detailed Together Center Cafeteria Plan document has been provided by a benefits consultant. The exact terms and conditions of TC's benefit plans are governed by the Cafeteria Plan documents themselves.

Employee participation in the Cafeteria Plan is voluntary and is paid for in full by the employee using the additional percentage of salary allotted for benefits. Benefit allowance funds not used for the Cafeteria Plan may be directed for use in the Simple IRA Plan up to the maximum contribution as provided under the current tax code.

An Open enrollment period will be available each year for employees to elect and allocate funds toward or decline benefits.

## **2. Simple IRA Plan**

Together Center contributes 2% of employee annual salary to the Simple IRA on behalf of the employee.

Those declining to participate in the Together Center Cafeteria Plan or not utilizing all of the available benefit funds may direct these excess funds into the Simple IRA Plan administered by a TC broker. Employees will work individually with the broker to direct available funds.

**3. Group Life/Accidental AD&D Insurance:** Together Center pays the premium for \$25,000 in life insurance coverage for each employee.

**4. Short-term Disability:** Together Center pays the premium for short-term disability insurance coverage for each employee which provides half-pay from day 8 of an illness for up to 13 weeks.

## **5. Paid Time Off (PTO) & Extended Illness Bank (EIB):**

Together believes that employees should have opportunities to have time away from work to help balance their lives. Employees are accountable and responsible for managing their own PTO and EIB hours to allow for adequate reserves if there is a need to cover vacation, illness, appointments, emergencies or other needs that require time away from work.

Paid Time Off (PTO): a bank of time that can be used by the employee for any reason. Unused and accrued PTO is paid out upon termination of employment.



Extended Illness Bank (EIB): a bank of time that can be used by the employee for *employee's own illness* that extends beyond 2 days, but less than 8 days. (At 8 days, short-term disability insurance is activated.) Unused and accrued EIB is not paid out upon termination of employment.

**6. Holidays:**

Together Center observes the following 9 holidays as paid:

New Year's Day

Martin Luther King, Jr. Day

President's Day

Memorial Day

Fourth of July

Labor Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

This policy may be amended, changed or terminated at any time by the Together Center Board of Directors.

**402-P**  
**COMPENSATION & BENEFITS**

The compensation & benefits policy will be given to each employee, along with

1. A brief overview of available benefits and when employees become eligible
2. A sign up form, and
3. A Summary of Benefits, with more detailed information.

## EMPLOYEE CATEGORIES

Based on the conditions of employment, you as an employee of TC fall into one of the following categories:

Full-Time Employee: an employee who is scheduled to regularly work the standard working hours of the organization (for these purposes 36 hours per week). Full-time employees are eligible to participate in TC's benefit programs.

Exempt (salaried) employees are classified as such if your job duties are exempt from the overtime provisions of the Federal and State Wage and Hour Laws. Exempt employees are not eligible for overtime pay. Your salaries are calculated on a weekly basis.

Non-exempt (hourly) employees receive overtime pay in accordance with the Fair Labor Standards Act (FLSA). Salaries are calculated on an hourly basis.

Part-Time Employee: generally non-exempt and are scheduled to regularly work less than 40 hours per week. Part-time employees must be scheduled to work 20 hours/week or more to be eligible to participate in TC's benefit programs.

## PAID TIME OFF (PTO) AND EXTENDED ILLNESS BENEFIT (EIB)

Together Center believes that employees should have opportunities to enjoy time away from work to help balance their lives. Employees are accountable and responsible for managing their own PTO and EIB hours to allow for adequate reserves if there is a need to cover vacation, illness, appointments, emergencies or other needs that require time away from work.

Paid Time Off (PTO): a bank of time that can be used by the employee for any reason. Unused and accrued PTO is paid out upon termination of employment.

Extended Illness Bank (EIB): a bank of time that can be used by the employee for *employee's own illness* that extends beyond 2 days, but less than 8 days. (At 8 days, short term disability insurance is activated.) Unused and accrued EIB is not paid out upon termination of employment.

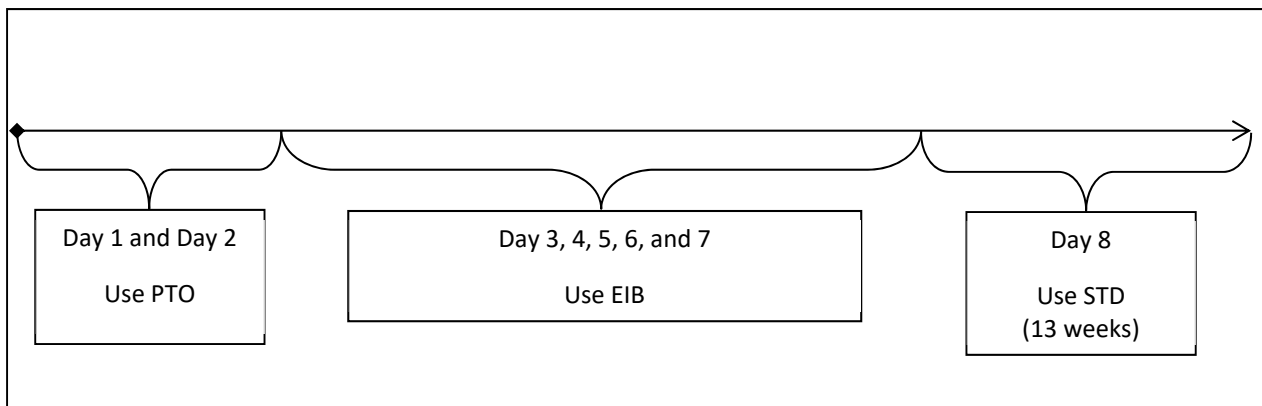
The accrual rates for these two benefits are described in the matrix below.

CEO				
Years of Service	Annual PTO Accrual	Hourly PTO Accrual	Maximum PTO Accrual	Annual EIB (Max accrual = 22 days)
Less than 1 year	19 days	.00913	19 days	12 days
1 – 2 years	21 days	.01010	35 days	12 days
3 – 5 years	25 days	.01202	35 days	12 days
6 or more years	31 days	.01490	35 days	12 days

Manager				
Years of Service	Annual PTO Accrual	Hourly PTO Accrual	Maximum PTO Accrual	Annual EIB (Max accrual = 22 days)
Less than 1 year	16 days	.00769	16 days	12 days
1 – 2 years	18 days	.00865	30 days	12 days
3 – 5 years	21 days	.01010	30 days	12 days
6 or more years	26 days	.0125	30 days	12 days

Staff				
Years of Service	Annual PTO Accrual	Hourly PTO Accrual	Maximum PTO Accrual	Annual EIB (Max accrual = 22 days)
Less than 1 year	12 days	.00577	12 days	12 days
1 – 2 years	14 days	.00673	20 days	12 days
3 – 5 years	16 days	.00769	20 days	12 days
6 or more years	20 days	.00962	20 days	12 days

1. PTO accruals are based on hours paid, which includes regular hours, PTO hours, overtime, etc. Unused and accrued PTO will be paid out upon termination of employment.
2. PTO accruals are available to use as it is accrued, with supervisor approval when appropriate.
3. EIB accrues at the rate of one day per month of employment. The maximum EIB accrual is 22 days. Unused and accrued EBI will not be paid out upon termination of employment.
4. EIB accruals are available to use as accrued.
5. At any time, supervisors may request a physician's note to support use of EIB.



**403-P  
PAID TIME OFF**

A copy of the Paid Time Off (PTO) information pertinent to each employee will be given to employees.

The Operations Coordinator is considered a manager position for this policy.

Paid Family and Medical Leave is a mandatory statewide insurance program that will provide almost every Washington employee with paid time off to give or receive care.

If you qualify, this program will allow you to take up to 12 weeks, as needed, if you.

- Welcome a child into your family (through birth, adoption or foster placement)
- Experience serious illness or injury
- Need to care for a seriously ill or injured relative
- Need time to prepare for a family member's pre and post-deployment activities, as well as time for childcare issues related to a family member's military deployment.

For specifics on military-connected paid leave visit:

[www.dol.gov/whd/regs/compliance/whdfs28mc.pdf](http://www.dol.gov/whd/regs/compliance/whdfs28mc.pdf)

If you face multiple events in a year, you might be eligible to receive up to 16 weeks, and up to 18 weeks, if you experience a serious health condition during pregnancy that results in incapacity.

### **Payment of Premiums**

The Program is funded by premiums paid by both employees and employers. It is administered by the Employment Security Department (ESD).

Premium collections started on January 1, 2019. In 2019, the premium is 0.4 percent of wages. Employers can either pay the full premium or withhold a portion of the premium from their employees. Employers who choose to withhold premiums from their employees may withhold up to about 63 percent of the total premium, or \$2.44 per week for an employee making \$50,000 annually. The employer is responsible for paying the other 37 percent. Businesses with fewer than 50 employees are exempt from the employer portion of the premium but must still collect or opt to pay the employee portion of the premium.

Together Center will calculate and withhold premiums from your paycheck and send to ESD on a quarterly basis.

## **Taking Leave**

Starting January 1, 2020 employees who have worked 820 hours in the qualifying period (equal to 16 hours a week for a year) will be able to apply to take paid medical leave or paid family leave. The 820 hours are cumulative, regardless of the number of employers or jobs someone has during a year. All paid work over the course of the year counts toward the 820 hours, including part-time, seasonal and temporary work.

While on leave, you are entitled to partial wage replacement. That means you will receive a portion of your average weekly pay. The benefit is generally up to 90 percent of your weekly wage, with a minimum of \$100 per week and a maximum of \$1,000 per week. During such leave, you will be paid by the Employment Security Department rather than by your employer.

Unlike federal Family and Medical Leave Act (FMLA), employees of small businesses may take Paid Family and Medical Leave if they meet the standard eligibility requirement.

More information on applying for benefits will come in 2019. Please go to <https://paidleave.wa.gov/>

## **What Protections are There for Me?**

Employees who return from leave under this law will be restored to a same or equivalent job if they work for an employer with 50 or more employees, have worked for this employer for at least 12 months, and have worked 1,250 hours in the 12 months before taking leave (about 24 hours per week, on average).

You can keep your health insurance while on leave. If you contribute to the cost of your health insurance, you must continue to pay your portion of the premium cost while on leave.

Your employer is prohibited from discriminating or retaliating against you for requesting or taking paid leave.

You can learn more at <https://paidleave.wa.gov/workers>.



## 1. Purpose

The Together Center (TC) is committed to a work environment in which all individuals are treated with respect and dignity. Each individual has the right to work in a professional atmosphere that promotes equal employment opportunities and prohibits discriminatory practices, including harassment. Therefore, The Together Center expects that all relationships among staff in the workplace and among the Together Center Board of Directors will be business-like and free of bias, prejudice and harassment. Any unwanted and/or unwelcome behavior — whether it is physical, verbal, in person, written, or through email, social media, or other technological means — that creates an intimidating, hostile or offensive environment is prohibited.

## 2. Harassment and Discrimination

The Together Center prohibits harassment and discrimination in employment on the basis of age, ancestry, color, family or medical care leave, gender identity or expression, genetic information, marital status, medical condition, national origin, physical or mental disability, political affiliation, protected veteran status, race, religion, sex (including pregnancy), sexual orientation, or any other characteristic protected by applicable local and federal laws, regulations, and ordinances.

The Together Center will not tolerate harassment or discrimination based on any protected characteristic by anyone in the workplace – including managers, co-workers, and includes but not limited to customers, external staff, independent contractors, and any other persons who conduct business with The Together Center.

Harassment is unwelcome verbal or physical behavior that denigrates or shows hostility or aversion towards an individual based on the protected characteristics identified above and that (i) has the purpose or effect of creating an intimidating, hostile or offensive work environment; (ii) has the purpose of effect of unreasonably interfering with an individual's work performance; or (iii) otherwise adversely affects an individual's employment opportunities

Sexual Harassment is unwelcome verbal or physical behavior based on sex and includes gender-based harassment of a person of the same gender. Examples of sexual harassment include, but are not limited to:

- Unwelcome sexual advances
- Sexual comments or inappropriate gender-based jokes
- Excessive, unwelcome romantic attention

- Offering or conditioning an employment benefit, like a promotion or job assignment, in exchange for sexual favors
- Unwelcome physical contact
- Sharing or displaying sexually explicit content
- Using sexually degrading words

### 3. Complaint and Investigation Process

Complaints of harassment or discrimination should be promptly reported. If you have experienced or witnessed harassment or discrimination, please report the concern to the Together Center CEO. In the event the TC CEO is party to the complaint, report complaint to the Board of Directors President.

The Together Center investigates complaints of harassment and discrimination in a fair, timely, and thorough manner. Investigations are conducted as confidentially as possible.

The Together Center will take appropriate disciplinary and/or other appropriate action when it determines this policy has been violated.

### 4. Retaliation will not be tolerated

The Together Center will not tolerate retaliation against any individual who in good faith raises a complaint of harassment or discrimination or participates in the investigation of a complaint of harassment or discrimination. Please report complaints of retaliation promptly to the Together Center CEO. In the event the TC CEO is party to the complaint, report complaint to the Board of Directors President.

The Together Center investigates complaints of retaliation in a fair, timely, and thorough manner. Investigations are conducted as confidentially as possible. Retaliation is a serious violation of this policy and, like harassment or discrimination itself, will be subject to disciplinary action and/or other appropriate action.

All members of the Together Center community, including staff, volunteers, clients and visitors, will undertake to ensure that the campus provides a safe arena for all people. Individual safety shall always come before client interests. Safety is imperative and the primary value above service to the community. This will be accomplished by adhering to the following rules: *(These rules are in addition to and shall not be construed to in any way modify or amend, in whole or in part, the terms of a tenant's lease.)*

1. Behavior that makes anyone feel vulnerable is not allowed and may result in trespassing orders being requested of police. Types of behavior resulting in trespassing orders include, but are not limited to:
  - a. Bullying or name calling
  - b. Threatening or offensive behavior, as perceived by the recipient
  - c. Lack of response to direction to leave an area
  - d. Intoxicated persons under the influence of drugs or alcohol
2. The premises shall not be used for any improper, immoral, illegal or objectionable purposes.
3. Police are partners in ensuring a safe campus and shall be readily called to the campus to interact with any party that causes concern to another party. Tenant cooperation with police is expected. Police will be granted immediate entry to tenant and other campus spaces in any of the following circumstances:
  - a. When anyone in the Together Center community has contacted the police for assistance.
  - b. When police have cause to conduct a welfare check needed to determine if someone is safe.
  - c. When police present a warrant (search or arrest warrant) that includes the address of a tenant suite or common area.
  - d. When police are in fresh, hot pursuit of a suspect.
4. Together Center has a strict no weapons policy which shall be enforced. *(See Together Center Weapons Policy #502)*
5. The lobby area is designed for accessing campus services and for very short-term waiting on nearby service providers. Those without such business will be asked to leave any common areas, including restrooms. Sleeping and sheltering from weather are not allowed in common areas.

6. Those without immediate business at Together Center are not allowed to loiter on the campus.
7. Conference room doors must be locked after use. Shared common doors are to be locked after business hours. Unknown persons shall not be given access to Together Center building after business hours.

**Tenant Duties**

1. Each tenant agency is an autonomous nonprofit agency with its own operation schedules, policies and staff protocols. Each tenant agency is responsible for developing safety plans, consistent with Together Center's safety policies, for its staff and belongings.
2. Tenants assume any and all responsibility for protecting their premises from theft, robbery and pilferage, which includes keeping doors locked and other means of entry closed at times other than normal operating hours of their business.

**Landlord Rights**

If safety policies are not adhered to properly, the Landlord reserves the right to pursue actions, up to and including, default of the lease under such circumstances.

## Definitions

**Emergency:** An emergency is a condition that lasts 3-5 hours and is handled by calling 911. An example would be a car accident or a residential fire.

**Disaster:** A disaster is a condition that lasts 3-5 days or longer with far-reaching effects. An example would be an earthquake or flood. 911 assistance may not be available, and it may be days before organized help arrives.

### I. Together Center Responsibilities

- A. Together Center provides basic security supports appropriate to an office complex, such as exterior lighting, standardized lock systems and evening visits by security staff.
- B. Together Center prioritizes providing safe working conditions.
- B. Staff is encouraged to participate in health, safety and emergency preparedness training and planning for the administration office. An emergency plan will be reviewed annually.
- C. The Together Center administration offices are closed on any days in which local school districts close their doors due to weather or other driving impediments.
- D. The Together Center property manager oversees property work by vendors and manages the buildings' repairs and upkeep.

### II. Together Center Tenant Agencies' Responsibilities

- A. Each tenant agency is an autonomous nonprofit agency with its own operation schedules, policies and staff protocols.
- B. Each agency will obtain necessary emergency supplies for its staff and customers.
- C. Each tenant agency is responsible for developing emergency, inclement weather and safety plans for its staff and belongings.

**501-P  
EMERGENCY PREPAREDNESS**

Together Center staff posts Together Center Administration closure and safety policies in the common areas of the campus and provides these to the tenant agencies and clients.

Together Center purchases water and emergency supplies sufficient for 3 days use for Together Center Administrative staff. Food is located in the A storage room and other supplies are located in the electrical closets of A & B buildings.

Together Center is committed to maintaining a safe and secure environment in which to conduct human service activities. This policy is a proactive step towards reducing the risk of injury or death associated with intentional or accidental use of weapons.

All members of the Together Center community, including staff, volunteers, clients and visitors, are prohibited from possessing firearms, explosives or weapons (hereafter referred to as "weapons") on the premises of Together Center without the explicit written authorization of Together Center, whether or not a federal or state license to possess the same has been issued to the possessor.

The only exceptions to this policy are as follows:

1. Commissioned law enforcement officers to the extent they are legally permitted to possess weapons in the jurisdiction in which they are located;
2. Persons authorized by their employer and engaged in their professional duties, and duly licensed and legally permitted under the laws of the jurisdiction in which they are located to possess weapons, such as employees of armored car services that collect or transport cash, checks, valuables, etc.;
3. Persons in the military in performance of their official duties to the extent they are legally permitted to possess weapons in the jurisdiction in which they are located.

Anyone possessing a weapon other than those in the exception categories will be asked to remove them from the campus immediately. Police will be called in the event of failure to comply.

### Definitions

**Firearm** Any device that shoots a bullet, pellet, flare, tranquilizer, spear dart, or other projectile, whether loaded or unloaded, including those powered by CO<sub>2</sub>. This includes, but is not limited to, guns, air guns, dart guns, pistols, revolvers, rifles, shot guns, cannons, etc, and any ammunition for any such device. **Weapon** Any device that is designed to or traditionally used to inflict harm. This includes, but is not limited to: 1) firearms, slingshots, switchblades, daggers, blackjacks, brass knuckles, bows and arrows, hand grenades, knives with blades longer than 3", nun-chucks, throwing stars, etc.; 2) any object that could be reasonably construed as a weapon; or 3) any object legally controlled as a weapon or treated as a weapon under the laws of the jurisdiction in which the Together Center premises is located. **Explosives** Any chemical compound or mechanical mixture that contains any oxidizing and combustible units, or other ingredients, in such proportion, quantities or packing that an ignition by fire, friction, concussion, percussion, or detonator, or any part of the compound or mixture, may cause a sudden generation of highly heated gases that results in gaseous pressures capable of producing destructive efforts on contiguous objects or of destroying life or limb. This includes, but is not limited to,

firecrackers, black powder, dynamite, etc. as well as detonating devices such as detonators, blasting caps, timers, incendiary wire and the like.

**Who Needs To Know This Policy**

Tenant Agencies and Campus Visitors