

# TOPEKA CIVIC THEATRE & ACADEMY

## POLICY MANUAL

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**Please note:** Immediately upon adoption, these policies supersede all previous policies and practices. In case discrepancies are found between these policies and the current bylaws, steps shall be initiated immediately to make the two documents consistent.

#### *Periodic Review*

This Policy Manual shall be reviewed periodically by a special Policy Review Committee appointed by the Chair of the Board of Trustees. The committee shall consist of staff and board members. The time for review and action on the manual shall be determined by the Chair of the Board. The review requirement does not preclude the Board and the CEO from making specific policy changes or adding new policies at any time deemed necessary.

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# TOPEKA CIVIC THEATRE & ACADEMY MISSION STATEMENT

## Mission Statement

Topeka Civic Theatre & Academy (TCTA) has a two-fold purpose:

- 1) To enrich the lives of people in Topeka and northeast Kansas by creating a broad range of programs and artistically excellent theatrical experiences for their education, engagement and entertainment.
- 2) To nurture inspired and aspiring avocational theatre artists and support volunteers by providing positive and exciting opportunities for showcasing and developing performance, production and management skills.

## A. MANAGEMENT POLICIES

- 1) **Code of Conduct.** TCTA is committed to maintaining the highest standards of conduct and ethical behavior and promotes a working environment that values respect, fairness and integrity, as well as compliance with all applicable laws and regulations. The Board of Trustees (the "Board") affirms this commitment. (Attachment A)
- 2) **Conflict of Interest Disclosure.** All officers, directors, trustees and key employees are required to disclose annually interests that could give rise to conflicts. (Attachment B)
- 3) **Whistle Blower Policy.** TCTA may not make rules that prevent a trustee, a volunteer, or an employee from disclosing information to the government in furtherance of a false claims action, and may not discharge, demote, suspend, threaten, harass, deny advancement to, or in any other manner discriminate against the above-mentioned person in the terms and conditions of employment or participation because he or she has disclosed information to the government. (Attachment C)
- 4) **Box Office Policies.**
  - a. Reservations are accepted but payment is required at the time of the reservation.
  - b. Contributing Members may reserve the entire season in advance by using a reservation form mailed to them at the time of season renewal.
  - c. Non-contributing members may reserve tickets in advance of the general public by mail or by phone, according to the schedule published in season brochure.
  - d. Reservations can be paid by cash, gift certificate, credit card, or check. Returned checks will be charged a fee.
  - e. Cancellations or exchanges must be made 24 hours in advance of the performance.
  - f. Season tickets are flexible and may be used as desired by the member for the eight (8) mainstage productions in the season.

- g. There will be no exchanges or refunds on internet sales.
- h. All other individual ticket sales are subject to exchange or refund if cancelled prior to the 24 hour cancellation deadline. There are no refunds on season tickets except at the discretion of the CEO. If membership tickets cannot be used within the season, a tax receipt for the donation may be issued.
- i. Cast and crew members may make reservations for their production, beginning with the posting of the cast list, during regular box office hours. Cast member reservations are subject to the same rules regarding payment at the time of reservation and the 24 hour cancellation deadline.
- j. Limited advance tickets on youth shows. Up to ten (10) tickets may be purchased by families of the cast or crew prior to the general public day.
- k. **GROUPS.**
  - i. Group discounts are available to groups of twelve (12) or more people. A gratuity is added for groups of 12 or more. Groups may make reservations at any time during the year for upcoming shows.
  - ii. Final non-refundable payment and final number of seats shall be confirmed two weeks prior to the opening date of the production.
  - iii. Special performances may be scheduled for groups at the discretion of the CEO and the Artistic Director.
  - iv. Groups paying for 19 tickets or more receive one complimentary ticket (and dinner on dinner nights) for their group leader.
  - v. Groups are provided a volunteer Ambassador to assure quality customer service and personal attention to the needs of the group.
- l. **OTHER BOX OFFICE POLICIES.**
  - i. Only paid staff and approved volunteers are permitted inside the Box Office during business hours.
  - ii. In the event there is a dispute over payment or seating, the evening box office personnel shall resolve the dispute with the help of the Club Manager, assuming if possible, the customer is always right. The Box Office staff shall be apprised of the situation for follow-up during the next business day.
  - iii. Customers with special needs shall be accommodated to the best of the ability of TCT upon request in advance. Handicapped seating is provided upon advance request. An FM wireless system is installed, and headsets are available through the Club staff. Other special needs requests such as advance reading of scripts, large print programs, audio description, and sign language interpretation shall be accommodated if possible. Discretion is permitted in the release of handicapped seating tables to non-handicapped patrons as seems reasonable to the Box Office personnel as the show date approaches.
- m. **COMP POLICIES.** All comps are on a 'use it or lose it' basis and are not transferable to any other show. Everyone who earns and uses comp tickets must either sign for the tickets or authorize the use by another person in person or by phone to box office personnel (to be initialed by authorizing box office personnel signifying you have talked to the rightful owner of the comp).

- i. **Mainstage/Studio.** Actors and crew will receive one (1) comp ticket to the show in which they are performing or crewing and one (1) comp ticket to the next show in the same series (not transferable to other shows or the series).
- ii. **Laughing Matters.** Actors and crew will receive two (2) comp tickets to LM each performance week-end if they perform or crew that week-end. The comps may be used one for each night, or two for one night. They also receive one (1) comp ticket to the mainstage that follows (not transferable to other shows or the series).
- iii. **WTCT/Senior Class.** Actors and crew will receive one (1) comp ticket to the show in which they are performing or crewing, and one (1) comp to the next Studio Show (not transferable to other shows or the series).
- iv. **Youth Shows.** Actors and crew will receive comp tickets to the invited dress rehearsal of the show in which they are performing or crewing. The number of tickets is determined at the discretion of the director.
- v. **Theatre for Young Audiences (TYA).** Actors and crew will receive one (1) comp ticket to the show in which they are performing or crewing, and one (1) comp ticket to the next TYA or youth show (not transferable to other shows or the series).
- vi. **Guest Directors and Artists.** Guest directors and artists will receive two (2) non-dinner comps for their show as specified by contractual agreement (not available for Gala or fund-raising events). Reservations are needed and can be made at the time of the contractual agreement. Teachers will receive two (2) comp tickets for any show in the current youth or TYA series. Guest artists, and staff, are permitted to sit at any 'unsold' seat during the run, but must wait to claim unsold seats until curtain. All artistic comps are authorized by the Artistic Director.
- vii. **Volunteer Salute.** The winner of the Volunteer Salute will receive two (2) comps to the next show in the same series (mainstage or Studio). Not transferrable to other shows or series.
- viii. **Ambassadors & Chaperones.** Group Ambassadors will receive a complimentary ticket (and dinner on a dinner night). The group must be listed on the ticket envelope as evidence for the Ambassador comp. Chaperones escorting students to student matinees will receive comp tickets at the ratio of 10 students:1 chaperone.
- ix. **Media Representatives.** All media are invited and approved by the Marketing Director, either to the Invited Dress, or by an appropriately authorized voucher.
- x. **Charities/Business/Corporations.** Requests for donations of tickets for charitable functions or corporate incentives are authorized only by the Marketing Director. Proof of authorization is provided by the use of an appropriately authorized voucher. The Charity/Business/Corporation must be shown on the ticket envelope.
- xi. **Co-Producers.** Authorized vouchers are provided to Co-Producers for the show that they underwrite. The voucher must show the name of the Co-Producer. The person using the voucher must sign the ticket envelope (as

opposed to the Co-Producer who may give their tickets to their staff or customers).

- xii. **Trades.** TCTA trades various businesses and individual comps tickets/dinners in exchange for services. All Trades are to be recorded and tracked so as to assure their use is authorized by the owner of the Trade Agreement.
- xiii. **Staff Comps.** Staff comp use is to be tracked through the use of a season ticket bank of tickets. The intention is to provide staff two tickets per production.
- xiv. **Staff Discounts.** Staff members are allowed a 50% discount on class tuition. Staff members are permitted to buy two season tickets at the volunteer discount. Staff who also work as volunteers are entitled to standard volunteer perks for 100 hours of service.
- xv. **Special Event Comps.** Staff who are expected to serve as hosts for special events are provided complimentary tickets to attend the event only at the discretion of the CEO.
- xvi. **Club Comp Policies.**
  - 1. **Alcoholic drinks.** No complimentary alcoholic drinks are allowed. TCTA staff, Club staff and the cast, crew, and orchestra of the current show are permitted to run a tab to be settled no later than the end of the run of the show.
  - 2. **Patron complaints/concerns.** The Club Manager is authorized to offer a comp dessert, or even a dinner if the problem is very serious, to patrons at his/her discretion.
  - 3. **Other comps.** Complimentary soft drinks, tea and coffee are available to staff, Club staff, and volunteers on duty. Left-over popcorn may be shared with the cast, crew, bar staff.
  - 4. **Dinner discounts.** Aboud's offers reduced prices to staff and on-duty volunteers if there is sufficient food left over at 7:30 pm. Aboud's determines and enforces its own policies and pricing.

n. **Scholarship & Discount Approval Policy.**

- 1. **Scholarships** in the Academy classes are approved by the Education Director (ED) and each session has established budgetary limits. Scholarship forms are filled out and submitted to the ED for approval (recommended maximum is 50% of the class except in unusual circumstances). The ED returns the form to the box office to be filed with the enrollment form.
- 2. **Volunteer Discounts.** Volunteers who've earned a 50% discount by 100 hours of volunteering (confirmed by Volunteer Coordinator [VC]) are expected to fill out a Discount form for classes. This form is approved by the ED and filed with the enrollment form.
- 3. **Staff Discounts.** Staff members are allowed a 50% discount on class tuition for themselves and their immediate family. In addition, scholarships for nieces, nephews and grandchildren are available but limited to one per session with discretion for exceptions permitted by the CEO. Staff members must fill out a

Staff/Volunteer Discount form. This form is approved by the ED and filed with the enrollment form for end of term reporting.

o. **DONOR PERKS & RECOGNITION.**

- i. **Season donors** (defined as Bravo, Contributing Members, Unrestricted and any other funds that may be developed in the future whose support is designated for the current season) will have their names listed in the Playbill, receive early reservation privileges for the season based on donation level, receive invitations to special events and other recognition, and receive reserved parking (Bravo Society, Showstopper, and above) for the night the donor attends mainstage and/or Studio shows. Restricted donors may be treated as a season donor at the discretion of the CEO. A season donor does not have to be a member to receive donor perks. All publications or forms requesting donations should include a statement requesting donor recognition verbiage.
- ii. **Bravo Society** (\$1000 per year x 5 years & above) will receive all membership perks. Donors who are Bravo Society members (\$1000 and above) but also give to the contributing member campaign will receive recognition in both places. Bravo multi-year donors and gifts that are not on the Society level will be combined with other season donations in order to give the donor the highest level of recognition as described in section iii below.
- iii. **Season gifts** to various campaigns are combined for donor recognition purposes, in order to give the donor the highest level of recognition to which they are entitled. Matching gifts increase the donor level except that, in the case of multi-year pledges, the match may not be counted beyond the current season.
- iv. **Other campaigns.** The Development Director determines the need for separate recognition of campaigns such as Annual Campaign (December giving), Honorariums & Memorials, Matching Gift companies, and Endowment or Reserve Fund giving.
- v. **Capital campaign gifts** are acknowledged separately from annual gifts, and do not receive season member perks. The CEO can authorize exceptions.
- vi. **Endowment gifts** are acknowledged separately and do not receive season member perks. The CEO can authorize exceptions.
- vii. **Endowment donors** can designate their gifts to the following funds: Discretionary Fund; Anne-Katharine Goetz Memorial Fund; the Etzel-Stauffer Trust Fund; and any other funds established in the future.
- viii. **Reserve Funds donors** are acknowledged separately and do not receive season member perks. The CEO can authorize exceptions. The following funds can be designated: Gage School Preservation, Long Range Capital Needs, and any other funds established in the future.
- ix. **Will of the Donor.** In general, the *will of the donor* guides us in our decisions. The donor's wishes must be followed to the best of our ability.

## 5) **Building & Grounds Policies**

- a. TCTA is a non-smoking environment. No smoking is permitted inside the facility or within 50' of the main entrance at any time. Exceptions may be made for on-stage production requirements.
- b. Building and grounds shall be maintained in a safe, secure and clean manner according to a facilities maintenance schedule.
- c. All staff and volunteers are responsible to maintain a safe work environment and protect all those under their supervision and care.
- d. Emergency management instructions shall be available to the Club Manager, Assistant Manager and Club staff with instructions for dealing with emergencies and instructions for evacuating audiences and students.
- e. Appropriate personnel shall be trained in emergency procedures.
- f. The use of our facility is restricted to the purposes for which its non-profit status was obtained, the production of plays, classes and events. The Club is restricted to be used as a catering and bar operation supporting the non-profit purposes of TCTA. Use of the facility by others is restricted to use by friends of the theatre and/or business and corporations who assist with underwriting and/or helped to support our capital campaigns. Any outside use by individuals or businesses will require a donation sufficient to cover basic out-of-pocket costs such as utilities, janitorial and security services. Terms of such donation will be established by the CEO and the Club Manager. The CEO will have the right to waive this requirement. The event must be able to fit into the TCTA production schedule without undue stress on the staff and not interfere with the integrity of the production. A staff person, or trusted volunteer, must be present during the event.

## 6) **Artistic Policies.**

- a. The Artistic Director has complete authority over the rehearsal, production and strike process.
- b. There will be no smoking at any time backstage, in the orchestra pit, or Greene Room. No food or drink is allowed backstage except in the Greene Room or Break Room/Oldfather Green Room.
- c. No one is allowed backstage during a performance except cast and crew.
- d. No one is allowed in the Greene Room/Oldfather green room during a performance without prior approval, except cast, crew and TCTA personnel.
- e. Cast and crew members are expected to park their cars in the north parking lot during a performance to free space near the entrance for audiences.

## 7) **Gift Acceptance Policy.**

- a. A **Gift Acceptance Policy** is in place and is designed to provide guidance for TCTA staff and trustees in determining the appropriateness of accepting gifts on behalf of TCTA and/or the TCTA Endowment Trust Fund. This policy allows for some flexibility on a case-by-case basis at the discretion of the Trustees. Any questions that may arise in the review and acceptance of gifts will be referred to the Trustees of TCTA, or the Endowment, who as a board shall constitute the Gifts Acceptance Committee. (Attachment D)

## 8) **Key Employee Compensation.** The Executive Committee meeting in executive session is responsible for determining compensation of the following persons, including



reviewing comparability data and recording the deliberation and decision by contemporaneous minutes.

- a. The CEO, Executive Director or top management official.
  - b. Other officers or key employees as determined by the Executive Committee.
- 9) **Interim Staffing Procedures.** The CEO and the Executive Committee of TCTA are jointly responsible for developing and implementing an interim staffing plan to protect the organization against the departure of key employees for short-term or long-term planned or unforeseen reasons. (Attachment E)
- 10) **Document Destruction Policy.** TCTA takes seriously its obligation to preserve information relating to litigation, audits and investigations. The Theatre recognizes that it is a crime to alter, cover up, falsify, or destroy any document to prevent its use in an official proceeding. All Trustees, employees, and volunteers shall preserve all information relating to official proceedings, including litigation, audits, and investigations ("Official Proceedings"). Failure to follow this standard will result in disciplinary action, up to and including expulsion from the Board, termination of employment, dismissal from one's volunteer duties, as well as civil or criminal prosecution if and to the extent warranted. Each employee has an obligation to notify the CEO, and the CEO to notify the Board, of any potential or actual Official Proceedings involving the Theatre. The CEO of the Theatre, in consultation with the Theatre's legal counsel and accountant, shall maintain and comply with an appropriate document retention schedule to assist the Theatre in complying with this Policy.

## **B. VOLUNTEER POLICIES**

- a. **Board Members as Volunteers.** Working collectively, the board will:
  - i. Establish and/or approve the general policies that govern TCTA; assist the staff in the implementation of these policies as necessary and appropriate.
  - ii. Adopt annually the Role and Expectations of a Board Member. (Attachment F.)
  - iii. Develop a long range plan for TCTA which includes:
    1. A clear and current statement of mission;
    2. A regular opportunity to monitor progress in relationship to the plan.
  - iv. Select and hire the CEO to be responsible for human resource management, finance and accounting, board relations, strategic planning, facilities management, Club management, development, marketing, community relations and volunteer program development. Encourage and support this individual. Evaluate this individual's performance on a regular basis as outlined in the Personnel Policies section of this Manual. If appropriate, terminate employment and seek a replacement.  
Attached organizational charts delineate board/committee and board/staff relationships. (Attachment G)
  - v. Serve as legal custodian for all tangible assets of TCTA.
  - vi. Accept full responsibility for finances of TCTA, including:
    1. Approving and monitoring the annual operating & capital budget;
    2. Raising necessary contributed revenue;

3. Approving price points for admission fees, dinners, tuition, membership categories, donation levels, etc. as part of the approval process of the annual operating budget.
- b. Individually, board members are responsible to:
    - i. Be strongly committed to the mission and goals of TCTA, and constantly alert for opportunities to advance the mission and goals;
    - ii. Be a TCTA ambassador by representing and advocating to the public;
    - iii. Be or become knowledgeable about all aspects of TCTA—its bylaws, policies, operations, productions and other programs. Become involved in various volunteer responsibilities.
    - iv. Respect the work and authority of fellow board members and staff;
    - v. Be objective in evaluating the personnel, programs and policies of TCTA;
    - vi. Resist all pressures from groups or individuals, either within or outside TCTA, who attempt to compromise the values, ideals, goals, policies or prerogatives of the organization;
    - vii. Budget time and plan ahead in order to attend and actively participate in the regular meetings of the Board and committee(s). Accept and discharge specific responsibilities within committees and the general work of the board;
    - viii. Serve as a Board Liaison to at least one show per season, along with other Board members. (See Section C for liaison duties);
    - ix. Contribute financially and be a season member of TCTA on a contributing level to the best of one's ability;
    - x. Recommend others for future Board membership and groom your replacements.
  - c. **Board Liaison Responsibilities.**
    - i. Attend auditions if possible;
    - ii. Establish a work plan with the other liaison(s) including a plan for the tech dinner with the assistance of the Volunteer Coordinator;
    - iii. Attend rehearsals when possible to observe the process of making theatre and support the cast and crew in their efforts;
    - iv. Provide refreshments if possible for the cast and crew. Share with set, costume workers, and other volunteers when possible and appropriate;
    - v. Provide progress reports to the Board;
    - vi. Arrange for opening night break-a-leg gift(s) for company members;
    - vii. Attend opening night and or dress rehearsal, if possible;
    - viii. Attend the cast party, if possible.
  - d. **Volunteer Code of Ethics.** Volunteers will be asked to sign a form which includes our mission statement and states the following:
    - i. TCTA recognizes the critical role of its volunteers and is very grateful for their time, talent and dedication. TCTA is committed to providing volunteer recognition, benefits and a nurturing and protective environment for its volunteers;
    - ii. TCTA asks you, as a volunteer, to perform your service to the best of your ability, maintaining the theatre's best interests as your primary focus;

- iii. TCTA asks you, as a volunteer, to agree not to be under the influence of alcohol or illegal substances while volunteering at TCTA;
- iv. TCTA asks that you, as a volunteer, possess a valid driver's license and required vehicle insurance while you are driving on behalf of TCTA. We ask that you take the responsibility to check with your insurer to determine the terms of the policy and to make sure that it covers damages to your vehicle and third party claims in the event of an accident;
- v. TCTA asks that you, as a volunteer, respect the cultural, religious and political views of others at the theatre and refrain from imposing your views on others while at the theatre or participating in any off-site theatre activities.
- vi. TCTA reserves the right to conduct background checks on all volunteers.

**e. Volunteer Benefits.**

- i. All TCTA Volunteers receive as a benefit:
  - 1. Subscription to *Encore*, or online e-blast.
  - 2. One (1) regular season ticket may be purchased at half-price for every one hundred (100) hours of work/time donated to TCTA.
  - 3. The volunteer, or an immediate family member, may be enrolled in one (1) class at 50% (for every 100 hrs) of the standard tuition.
  - 4. Invitation to attend Volunteer Awards night.
- ii. Cast and Crew Volunteers.
  - 1. Complimentary tickets. (See Management Policies A-2-m: Box Office Policies, Comp Policies)
  - 2. Advance reservation privileges as soon as cast or recruited to any regular performance of the show in which you are cast/crew. (See Management Policy A-2-i, Box Office Policies)
  - 3. Refreshments provided by Board Liaisons during some rehearsals. Tech dinners served by Board Liaisons at tech rehearsals. Cast party provided by other volunteers.
  - 4. Reduced dinner prices are provided by caterer if there is sufficient food left-over at 7:30 pm. Caterer establishes and enforces their own policies and pricing.

**f. Volunteer Awards Night.**

- i. There shall be an annual volunteer appreciation awards and recognition event planned and executed by the Volunteer Coordinator and supported by the entire staff. Awards shall include but not be limited to:
  - 1. Renna Hunter Awards for acting;
  - 2. Carmie Wolfe award to honor a backstage worker;
  - 3. Marge Selby Workhorse award honoring outstanding work by a Board member;
  - 4. Hall of Fame awards for person making significant contributions to TCTA over a long period of time;
  - 5. Frances McKenna Award for box office or front of house volunteers;
  - 6. T-N-T award for outstanding corporate support;

7. Other awards as determined by the staff and board to acknowledge the variety of contributions that volunteers make in extraordinary support of TCTA's programming.
8. The procedure for making nominations for the various awards shall be determined by the Volunteer Coordinator, Artistic Director and CEO.

### **C. THEATRE CLUB POLICIES**

- a. Annual Club dues are established by the Club Board of Directors, consisting of the Executive Committee of TCTA. The CEO of TCTA is responsible to assure all patrons who attend plays are either members of the Club, or guests of members. A membership fee is incorporated into season ticket and admission prices.
- b. The Club is open only on production nights, except for special occasions authorized by the TCTA Board.
- c. The Club will open for business according to the needs of the business prior to curtain on performance nights.
- d. The Club will close for business at the discretion of the Club or Asst. Manager after the performance.
- e. The Club Manager is responsible for compliance with all Alcoholic Beverage Commission (ABC) rules regarding the service of alcohol and the use of the approved Club premises.
- f. When the Club is open for business, liquor can be served and consumed only within the Club premises, defined as the lower floor of the Sheffel and the Gage School. No alcohol can be taken out-of-doors without applying for an exception to our premises for the specific event. All other areas are off-limits to liquor consumption.
- g. Because the Club is licensed as a Class A, Social Club, only members and guests can attend events. Consequently, student matinee performances require application for an exception for the duration of the student matinee.
- h. When the Club is open for business, no liquor can be brought on to the premises except in the circumstances when a corkage fee is paid. Arrangements can be made with the server or Club Manager.
- i. Personnel who are authorized to answer questions regarding operation of the Club include the CEO, the Administrative Director, and the Club Manager.
- j. Drinks and food are served to patrons at a mainstage performance only prior to curtain and during intermission.
- k. Drinks and food are served to patrons throughout the show during Laughing Matters performances.
- l. Only duly authorized Club employees shall be allowed behind the bar and in the Club office during performances.

### **D. ACADEMY PURPOSE & PROCEDURES**

- a. Statement of Purpose: The Topeka Civic Theatre & Academy is devoted to excellence. We desire, above all else, to nurture and support our students and encourage them to develop their own imagination. The goal of the Topeka Civic Theatre Academy is to provide our students with a well-rounded theatrical

education which, whether they pursue theatre or not, will expand their awareness of themselves and enrich their lives. Academy Enrollment & Hold Harmless Agreement is attached. It establishes policies and procedures for parents and families in their interactions with teachers and staff. (Attachment H)

## **ATTACHMENT A.**

### **Code of Conduct Policy Topeka Civic Theatre & Academy, Inc. (TCTA) Theatre Club of Topeka, Inc. (CLUB)**

BOARD OF TRUSTEES, OFFICERS, ENDOWMENT TRUSTEES, COMMITTEE CHAIRS, AND  
MANAGERIAL EMPLOYEES OF THE TOPEKA CIVIC THEATRE & ACADEMY, INC.

Topeka Civic Theatre & Academy, Inc. (the "Theatre") is committed to maintaining the highest standards of conduct and ethical behavior and promotes a working environment that values respect, fairness and integrity, as well as compliance with all applicable laws and regulations. The Board of Trustees (the "Board") affirms this commitment.

#### **Duty of Compliance**

All Trustees, officers, employees and volunteers of the Theatre shall act with honesty, integrity and openness in all their dealings as representatives of the Theatre, and shall comply with all applicable laws and regulations. Failure to follow this standard will result in disciplinary action, up to and including expulsion from the Board or termination of employment, as well as civil or criminal prosecution if and to the extent warranted.

#### **Duty of Loyalty**

Directors, officers, committee members, and employees of the Organization owe the Organization a duty of loyalty. In general the duty requires that they exercise their powers and discharge their responsibilities in the interest of the Organization and not in their own interest or in the interest of any other person or entity. This duty requires that they:

- (a) Not participate in a transaction which they know to be a transaction in which the Organization might want to participate if it knew of it, without first disclosing the opportunity to the Organization in sufficient detail to permit it to be evaluated;
- (b) Maintain confidentiality and not disclose confidential information about the Organization's plans and activities unless the information is already known by the public or is in the public record;
- (c) Candidly disclose any conflicts of interest with the Organization and abstain from participating in the consideration of, or action upon, any transaction involving such transactions and generally facilitate informed and disinterested review by the Board of Trustees and the Organization's management of any such transactions.

The best interest of the Organization must prevail over directors', members', or employees' personal interests and an Organization position may not be used for individual personal advantage.

## **Conflicts of Interest**

The Board of Trustees affirms that the Trustees, officers, administrators, and other employees of the Theatre have an obligation to exercise their authority and to carry out the duties of their respective positions for the sole benefit of the Theatre. They should avoid placing themselves in positions in which their personal interests are, or may be, in conflict with the interests of the Theatre. Where a potential conflict of interest exists, it shall be the responsibility of the person involved or any other person with knowledge to notify the Board of Trustees of the circumstances resulting in the potential conflict so that the Board of Trustees can provide such guidance and take such action as it shall deem appropriate. Areas of potential conflict of interest are:

### *1. Financial Interests*

- (A) Ownership by the individual directly or indirectly of a material financial interest in any business or firm (1) from which the Theatre obtains goods or services, or (2) which is a competitor of the Theatre.
- (B) Competition by the individual, directly or indirectly, with the Theatre in the purchase or sale of property or any property right or interest.
- (C) Representation of the Theatre by the individual in any transaction or activity in which the individual, directly or indirectly, has a material financial interest.
- (D) Any other circumstance in which the individual may profit, directly or indirectly, from any action or decision by the Theatre in which he or she participates, or which he or she has knowledge.

### *2. Inside Information*

Disclosure or use by the individual of confidential information about the Theatre, its activities or intentions, for the personal profit or advantage of the individual or any person.

### *3. Conflicting Interests other than Financial*

Representation as director, officer, agent or fiduciary of another company, institution, agency or person in any transaction or activity which involves this Theatre as an adverse party or with adverse interests.

### *4. Gifts and Favors*

Acceptance of gifts or favors from any firm or individual which does or seeks to do business with, or is a competitor of, the Theatre under circumstances which imply reasonably that such action is intended to influence the individual in the performance of his or her duties.

No Trustee who directly or indirectly is involved in a potential conflict of interest shall be counted in determining the existence of quorum at any meeting of the Board where the potential

conflict is considered, nor shall the trustee vote on any action of the Board regarding that potential conflict.

Trustees, officers, and employees are expected to submit, at the time of entering service and annually thereafter, written acknowledgements that they have read and will follow this Policy.

#### Dealing with Conflict of Interest

The duty of loyalty requires that individuals be conscious of potential for conflicts of interest and act with candor and care in dealing with these situations and;

- (a) Be sensitive to and recognize potential conflicts of interest;
- (b) Disclose potential conflicts of interest to the Board of Directors or the CEO of the Organization before discussing or taking action with respect to any transaction or matter involving the conflict and;
- (c) Not participate in the investigations, discussion or considerations of the matter involving the conflict.

The individual with a conflict of interest may not vote or participate in the decision making process involving the conflict.

#### Annual Disclosure Statement

Each director, officer, committee chair, and managerial employee (as designated by the Board) of the Organization is expected to complete and furnish to the CEO annually a disclosure statement listing known existing and potential conflicts of interest. This procedure is intended to facilitate the identification and resolution of potential conflicts of interest. Committee members should be made aware of the conflict of interest policy. (See Attachment B)

The form should be completed in good faith to the best of the individual's knowledge and awareness, recognizing that circumstances may change over time. The fact that a disclosure statement has been completed does not relieve each director, officer, committee member and managerial employee of the responsibility to disclose specific conflicts of interest before discussion and/or action is taken on any matter involving the conflict.

This policy is adopted for the guidance of the directors, officers, committee members and employees of the Organization and is to be enforced solely by the Board of Trustees.

#### Accuracy of Financial Statements and Reports

The Theatre places the highest value on the accuracy and integrity of its financial statements and reports. Disclosures made in financial statements provided to Trustees, government officials, lenders, donors, and the general public must be timely, fair, accurate and complete.

The Theatre's Business Officer is responsible for the accuracy and integrity of the Theatre's financial statements. The Finance Committee is responsible for causing an independent certified public accountant to make an annual audit or financial review of the Theatre's financial statements. In fulfilling these responsibilities, the Treasurer, Finance Committee, and Board of Trustees may rely on the accuracy and completeness of information provided by other Theatre



officials.

It is a violation of this Policy for any official to knowingly provide false or misleading information to any member of the Theatre's Administration, the Finance Committee, Board of Trustees, or independent auditors for the purpose of, or which may foreseeably result in, making the Theatre's financial statements materially misleading, or for any official to knowingly and improperly influence the independent auditors to render an opinion on the Theatre's financial statements, or to certify to any accounting principle or practice, which may be otherwise unwarranted in accordance with GAAP, accounting, or applicable industry guidelines or pronouncements.

## **ATTACHMENT B.**

### **Topeka Civic Theatre & Academy, Inc. (TCTA) Theatre Club of Topeka, Inc. (CLUB) Endowment Trust (ENDOWMENT) Annual Conflict of Interest Disclosure Statement**

I am disclosing the following with regard to my service with the Board of Trustees of the Topeka Civic Theatre & Academy, Inc., the Theatre Club of Topeka, and The TCTA Endowment Trust:

#### Direct Transactions.

Neither I nor any member of my immediate family have engaged over the past 12 months or expect to engage in the future, in any business transaction with TCTA, the CLUB and/or the ENDOWMENT, except as follows:

#### Relationships.

Neither I nor any member of my immediate family is employed by (as employee, independent contractor, consultant or otherwise), or serves as a director or officer of, or has a material financial interest in (as owner, partner, shareholder or otherwise) any corporation or entity (referred to as a “related business affiliate”) that has done business over the past 12 months, or expects to do business in the future, with TCTA, the CLUB and/or the ENDOWMENT except as follows:

#### Gifts or Favors

Neither I nor any member of my immediate family nor any related business affiliate has over the past 12 months received or been promised any gift or favor of substantial value by any business entity that does business or seeks to do business with TCTA, the CLUB and/or the ENDOWMENT, except as follows:

#### Other Circumstances.

The following other circumstances involve me or a member of my immediate family, that might be regarded as constituting a conflict of interest.

I have read and agree to comply with the TCTA conflict of interest policy. This information is given in good faith to the best of my knowledge and recollection at the present time.

Date \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print name

## **ATTACHMENT C.**

### **Topeka Civic Theatre & Academy**

#### **Whistle Blower Policy**

In keeping with its Code of Conduct Policy, the Topeka Civic Theatre & Academy, Inc. (the "Theatre") will investigate any suspected illegal, fraudulent, or dishonest conduct, or use or misuse of the Theatre's resources or property by Trustees, employees, volunteers, or consultants.

Trustees, employees, volunteers, and consultants are encouraged to report suspected illegal, fraudulent, or dishonest conduct (i. e., to be a "Whistle Blower"), pursuant to the procedures set forth below.

#### **Definitions**

*Baseless Allegation:* A "Baseless Allegation" is an allegation which is known to be false or an allegation made with reckless disregard for its truth or falsity. An individual making a Baseless Allegation is not considered a Whistle Blower for purposes of this Policy, and may be subject to disciplinary action by the Theatre, including legal claims by the Theatre and any person or persons who are the subject of such Baseless Allegation.

*Illegal, Fraudulent or Dishonest Conduct:* "Illegal, Fraudulent or Dishonest Conduct" is any deliberate act or failure to act which is contrary to applicable law or which is made with the intention of obtaining an unauthorized benefit. Examples of such conduct include, but are not limited to:

- forgery or alteration of documents;
- unauthorized alteration or manipulation of computer files;
- fraudulent financial reporting;
- pursuit of a benefit or advantage in violation of the Theatre's Code of Conduct;
- misappropriation or misuse of the Theatre's resources, such as funds, supplies, or other assets;
- authorizing or receiving compensation for goods not received or services not performed; and
- authorizing or receiving compensation for hours not worked.

*Whistle Blower:* A "Whistle Blower" is a Trustee, employee, volunteer, or consultant who informs the CEO, the Chairman of the Board of Trustees, any other Trustee, or a supervisor about an activity relating to the Theatre which that person reasonably believes to be Illegal, Fraudulent or Dishonest Conduct.

#### **Reporting**

A person's concerns about possible Illegal, Fraudulent, or Dishonest Conduct, or use or misuse of the Theatre's resources or property, should be reported to the Chairman of the

Board of Trustees or, if suspected by an employee, to the CEO, his or her supervisor, or, if suspected by a volunteer or consultant, to the staff member supporting or overseeing the volunteer's or consultant's work.

If, for any reason, a person finds it difficult to report his or her concerns as directed by the foregoing paragraph, the person may report such concerns to any Trustee, who shall have an affirmative obligation to assure that such concerns are handled in a manner consistent with this Policy.

Reports may be submitted either orally or in writing.

#### **Rights and Responsibilities** *Supervisors*

Supervisors are required to report suspected Illegal, Fraudulent or Dishonest Conduct to the CEO, unless the CEO is involved in the complaint, in which case they are required to report to the Chairman of the Board of Trustees. Once a report is received by the CEO, the CEO is required to investigate and report the suspect conduct to the Chairman of the Board of Trustees. Reasonable care should be taken in dealing with suspected misconduct to avoid:

- Baseless Allegations;
- premature notice to persons suspected of misconduct and/or disclosure of suspected misconduct to others not involved with the investigation; and
- violations of any person's rights under applicable law.

#### *Investigation*

All relevant matters, including suspected but unproved matters, will be reviewed and analyzed, with documentation of the receipt, retention, investigation and treatment of the report. Appropriate corrective action will be taken, if necessary, and the CEO will communicate back to the Whistle Blower (and, to the extent applicable, his or her supervisor) that the reported suspect conduct has been investigated and appropriate corrective action has been taken. Where appropriate to assure objectivity or confidentiality, or because of other appropriate considerations, the Theatre may engage an independent person (such as an attorney, auditor, or private investigator) to conduct the investigation.

#### *Whistle Blower Protection*

The Theatre will protect Whistle Blowers as defined below.

- The Theatre will use its best efforts to protect Whistle Blowers against retaliation. In particular, but without limiting the generality of the foregoing, each Whistle Blower's report will be handled with sensitivity, discretion and confidentiality to the extent allowed by the circumstances and by applicable law. Generally this means that a Whistle Blower's report will only be shared with those who have a need to know so that the Theatre can conduct an effective investigation, determine what action to take based on the results of any such investigation, and, in appropriate cases, with law enforcement personnel. (Should

disciplinary or legal action be taken against a person or persons as a result of a Whistle Blower's report, such persons may also have right to know the identity of the Whistle Blower.)

- No Trustee, employee, volunteer, or consultant may retaliate against a Whistle Blower for reporting any conduct which that person believes to be illegal, fraudulent, or dishonest with the intent or effect of adversely affecting the terms or conditions of the Whistle Blower's employment, including but not limited to threats of physical harm, loss of job, punitive work assignments, or effect on salary or fees.
- Any Whistle Blower who believes that he or she has been retaliated against may file a written complaint with the Chairman of the Board of Trustees. Any such complaint of retaliation will be promptly investigated and appropriate corrective measures taken if allegations of retaliation are substantiated. This protection from retaliation is not intended to prohibit any Theatre official from taking action, including disciplinary action, in the usual scope of such official's duties and based on valid performance-related factors.

## **ATTACHMENT D.**

# ***Gift Acceptance Policy***

Topeka Civic Theatre & Academy  
3028 SW 8<sup>th</sup> Ave, Topeka, KS 66606

This Gift Acceptance Policy, as adopted by the Board of Trustees of the Topeka Civic Theatre & Academy (hereinafter referred to as the "Trustees"), is designed to serve as a guideline for Topeka Civic Theatre & Academy staff and trustees. This policy provides guidance to the staff and trustees and allows for flexibility on a case-by-case basis at the discretion of the Trustees. Any questions that may arise in the review and acceptance of gifts to Topeka Civic Theatre & Academy, Inc. will be referred to the Trustees, who as a board shall constitute the Gifts Acceptance Committee.

The role of this Gift Acceptance Committee is to oversee the receipt of major current and deferred gifts to Topeka Civic Theatre & Academy (TCTA). The interest of the committee shall be to:

- Protect the interest of the donor and TCTA.
- To make certain all major gifts to TCTA are structured to provide maximum benefits to TCTA and to meet the intent of the donor making the gift.
- To encourage interested donors to donate to TCTA without encumbering either the donor's or the organization's financial and other resources.
- To optimize the opportunities to secure maximum gifts from individuals and institutions without compromising or endangering TCTA's reputation with its public.

Staff involved in the development and acceptance of gifts, and prospective donors who wish to make lifetime gifts or provisions for deferred gifts, should use this document as their guideline. The gift review process outlined herein is designed to facilitate gifts to TCTA.

### **Cash**

All gifts by check or U.S. cash shall be accepted, regardless of amount. Checks for gifts intended for TCTA shall be made payable to Topeka Civic Theatre & Academy, Inc. In no event shall a check be made payable to any individual representing the Theatre or the Academy in any capacity. Such gifts shall be delivered for deposit immediately.

### **Publicly Traded Securities**

Gifts of securities may be accepted as follows:

1. Readily marketable securities, such as those traded on a stock exchange, can be accepted.
2. For gift crediting and accounting purposes, the value of the gift of securities is the average of the high and low prices on the date of actual transfer of the securities. Whenever possible, the brokerage firm handling the transfer shall be engaged to determine the gift value.
3. A gift of securities to TCTA shall be liquidated as soon as is reasonably possible unless the Trustees are notified to review the gift and resolve to act otherwise.

### **Closely Held Securities**

Non-publicly traded securities may be accepted only after consultation with the Trustees. Prior to acceptance, the Trustees will explore methods and timing of liquidation of the securities through redemption or sale. The Trustees will try to determine:

1. An estimate of fair market value
2. Any restrictions on transferability; and
3. Whether and when an initial public offering or redemption might be anticipated.

It is the policy of TCTA not to retain closely held stock for any period of time beyond the time necessary to implement a gift and carry out a sale or redemption. The Trustees retain the right to refuse or return to a donor closely held stock that is not marketable after reasonable efforts to redeem or sell are made by the Trustees.

### **Real Estate**

Gifts of real estate may be accepted only after approval and resolution by the Trustees. Gifts of real estate will be liquidated as soon as practical and the proceeds transferred to TCTA, unless the Trustees resolve to act otherwise.

The criteria for acceptance may include but are not limited to:

1. Donor agrees to cooperate in obtaining an appraisal of the property performed by an independent party agreeable to the Trustees. The appraisal must be based on personal visitation of the property by the appraiser and internal inspection when improvements are present. The Trustees shall receive a copy of the appraisal.
2. The Trustees reserve the right to require an environmental inspection of the property.
3. The Trustees shall receive photographs of the property, the tax map property number, a legal description, zoning status, survey and a commitment for the title from the title insurance company showing any exceptions limiting marketability of title.
4. Depending upon the wishes of the Trustees, in order to safeguard the financial integrity of the gift, the donor may be required to pay for all or a portion of the maintenance costs, real estate taxes, insurance, real estate broker's commission, and other costs of the sale.

## **Life Insurance**

A present gift of life insurance – accepting ownership of a life insurance policy – must be approved by the Trustees. Criteria of acceptance should include the following:

1. The Trustees must be named the owner and the beneficiary of the policy.
2. The Trustees must have a current status report from the insurance company.
3. The Trustees must develop a plan to maximize the proceeds or maintain the policy in force in such manner as will maximize the benefits to TCTA.

## **Tangible Personal Property**

Unrestricted gifts of tangible personal property must be approved by the Trustees if the value of the gift is in excess of five thousand dollars. Restricted gifts of tangible personal property are to be referred to the Trustees at the discretion of the CEO of TCTA. Tangible personal property not restricted for use at TCTA shall be disposed of in a manner determined by the Trustees. If the Trustees deem it necessary, donor must agree to pay the expense of an independent appraisal performed by an appraiser acceptable to the Trustees.

## **Intangible Personal Property**

All gifts of intangible personal property must be approved by the Trustees. Such gifts include, but are not limited to, timeshares, limited partnership interests, working interests in oil and gas wells, promissory notes, intellectual properties, patent rights, royalties, or anything a person can put into a document to represent ownership. If the Trustees deem it necessary, donor must agree to pay the expense of an independent appraisal performed by an appraiser acceptable to the Trustees.

Nothing in this Gift Acceptance Policy document is intended to discourage the gifting to TCTA of any asset, subject only to reasonable right of approval. All criteria and restrictions can be negotiated to the ultimate benefit of TCTA.



## ATTACHMENT E.

### INTERIM STAFFING PLAN FOR TOPEKA CIVIC THEATRE & ACADEMY, INC.

The Board of Trustees of the Topeka Civic Theatre & Academy, Inc. (TCTA) recognizes that this is a plan for contingencies due to the planned or unforeseen departure of key staff due to disability, death, termination or retirement. If the organization is faced with the event of a vacancy, TCTA has in the place the following interim staffing plan to facilitate the transition to both temporary and longer term leadership and staffing. The Executive Committee of TCTA has reviewed the job descriptions of key staff for the purpose of developing an Interim Staffing Plan for three key positions:

**President & CEO (CEO).** The committee has a clear understanding of the CEO's role in organizational leadership, board of director's relationships, financial operations, resource development, and community presence. The CEO is ultimately responsible for all management and artistic endeavors of the theatre. This includes human resource management, finance and accounting, board relations, strategic planning, facilities management, Club management, development, marketing, community relations and volunteer program development.

**Artistic Director (AD).** The committee has a clear understanding of the AD's role in organizational leadership, program development, board of director's relationships, and community presence. The AD focuses on oversight of the artistic quality and direction to position the theatre as a leader in the arts for northeast Kansas.

**Director of Development (DD).** The committee has a clear understanding of the DD's role in resource development and the development of a comprehensive program of fund raising activities that result in significant support for the operating, capital and endowment needs.

#### Definition of Permanent, Short Term and Long Term Absence:

A **permanent change** is one in which it is firmly determined that the Key Employee will not be returning to the position.

A **short term absence** is one of less than three months in which it is expected the Key Employee will return to his/her position once the events precipitating the absence are resolved. An unplanned absence is one that arises unexpectedly, in contrast to a planned leave, such as a vacation or sabbatical.

A **long term absence** is one that is expected to last more than three months. The Board of Directors is authorized, or authorizes:

- 1) the Executive Committee and the Chair of the Board, to implement the terms of this interim plan in the event of the unplanned absence of the CEO; and
- 2) the CEO to implement the terms of this interim plan in the event of the unplanned absence of other staff.

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## **President & CEO (CEO)**

### **Permanent Change:**

In the event of a planned departure of the CEO, the Executive Committee will be responsible for evaluation of the management structure, review of the current job descriptions for the leadership team, establishment of a transition and search committee, and the hiring and orientation of a new Chief Executive Officer. The Executive Committee will appoint a Transition and Search Committee within thirty (30) days of notification of a planned retirement to plan and carry out a transition to a new permanent CEO. The Executive Committee will consider the need for outside consulting assistance depending on the circumstances of the transition and the board's capacity to plan and manage the transition and search. The Transition and Search Committee will also determine the need for an Interim CEO.

### **In The Event Of A Short Term Absence: CEO**

In the event of a short term absence, the CEO is to immediately inform the Board Chair (or any member of the Executive Committee) of the absence. As soon as it is feasible, the Chair shall convene a meeting of the Executive Committee to affirm the procedures prescribed in this plan or to make modifications as the Committee deems appropriate.

At the time that this plan was approved, the position of Acting CEO would be: Artistic Director; Should the standing appointee to the position of Acting CEO be unable to serve, the back-up appointee for the position of Acting CEO will be: Administrative Director or Development Director. If the Acting CEO is new to his/her position and fairly inexperienced with this organization (less than 2 years), the Executive Committee may decide to appoint an alternative back-up appointee to the Acting CEO position. The Executive Committee may also consider the option of splitting executive duties among the designated appointees.

### **Authority and Compensation of the Acting CEO**

The person appointed as Acting CEO shall have the full authority for decision-making and independent action as the regular CEO. The Acting CEO may be offered: 1) A temporary salary increase to the entry-level salary of the CEO position; 2) A bonus to be determined by the board oversight committee during the Acting CEO period; or, 3) No additional compensation. The above decision will be based on circumstances and the predicted length of the absence.

### **Board Oversight**

The board members responsible for monitoring the work of the Acting CEO shall be those comprising the current Executive Committee. The Executive Committee and the Board will be sensitive to the special support needs of the Acting CEO in this interim leadership role.

### **Communications Plan**

Immediately upon transferring the responsibilities to the Acting CEO, the Board Chair will notify staff members, members of the Board of Trustees, and key volunteers of the delegation of the authority. As soon as possible after the Acting CEO has begun covering the absence, the Acting CEO shall communicate the interim leadership structure to the following key external supporters of TCTA:

1. Volunteers
2. Members & Patrons

3. Donors
4. Academy families
5. Media & community
6. Others, as identified

### **Completion of Short Term Period**

The decision about when the absent CEO returns to lead TCTA should be determined by the CEO and the Board Chair. They will decide upon a mutually agreed upon schedule and start date. A reduced schedule for a set period of time can be arranged by approval of the Board Chair, with the intention of working the way up to a full time commitment.

### **In Event of a Long Term Absence: CEO**

The procedures and conditions to be followed should be the same as for a short term absence with one addition:

The Executive Committee and Board of Trustees will give immediate consideration to supporting the Acting CEO with temporary or contracted assistance to cover some duties. This is in recognition of the fact that for a term of more than three months, it may not be reasonable to expect the Acting CEO to carry the duties of both positions.

### **Completion of Long Term Period**

The procedures and conditions to be followed should be the same as for a short term absence.

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### **Artistic Director (AD)**

#### **Interim Staffing:**

In the event of the unplanned absence of the AD, the CEO is to immediately inform the Board Chair of the absence with a recommendation or plan to fill a short term, long term, or permanent absence. As soon as it is feasible, the Chair shall convene a meeting of the Executive Committee to affirm the recommendations of the CEO, or to make recommendations as the Committee deems appropriate.

At the time that this plan was approved, the position of Acting AD would be:  
Resident Designer/TD (Mainstage).

Should the standing appointee to the position of Acting AD be unable to serve, the back-up appointee for the position of Acting AD will be: Education Director or Volunteer Coordinator.

The CEO may decide to appoint an alternative back-up appointee to the Acting AD position, or consider splitting duties among designated appointees.

### **Authority and Compensation of the Acting AD**

The person appointed as Acting AD shall have the full authority for decision-making and independent action as the regular AD. The Acting AD may be offered: 1) A temporary salary increase to the entry-level salary of the AD position; 2) A bonus to be determined by the CEO during the Acting AD period, or 3) No additional compensation. The above decision will be based on circumstances and the predicted length of the AD's absence.

### **Oversight**

The CEO is responsible for supervision of the Acting AD, and the Executive Committee will be sensitive to the special support needs of the Acting AD in this interim leadership role.

### **Completion of Interim Period**

The decision about when the absent AD returns from short term or long term absence should be determined by the AD and the CEO. They will decide upon a mutually agreed upon schedule and start date. A reduced schedule for a set period of time can be allowed, by approval of the CEO, with the intention of working the way up to a full-time commitment.

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### **Director of Development (DD)**

#### **Interim Staffing:**

In the event of the unplanned absence of the DD, the CEO is to immediately inform the Board Chair of the absence with a recommendation to fill a short term, long term, or permanent absence. As soon as it is feasible, the Chair shall convene a meeting of the Executive Committee to affirm the recommendations of the CEO, or to make recommendations as the Committee deems appropriate.

At the time that this plan was approved, the position of Acting DD would be:  
Administrative Associate.

The CEO may decide to appoint an alternative back-up appointee to the Acting DD position, or consider splitting duties among designated appointees.

### **Authority and Compensation of the Acting DD**

The person appointed as Acting DD shall have the full authority for decision-making and independent action as the regular DD. The Acting DD may be offered: 1) A temporary salary increase to the entry-level salary of the DD position; 2) A bonus to be determined by the CEO during the Acting DD period; or 3) No additional compensation. The above decision will be based on circumstances and the predicted length of the DD's absence.

### **Oversight**

The CEO is responsible for supervision of the Acting DD, and the Executive Committee will be sensitive to the special support needs of the Acting DD in this interim leadership role.

### **Completion of Succession Period**

The decision about when the absent DD returns from short term or long term absence should be determined by the DD and the CEO. They will decide upon a mutually agreed upon schedule and start date. A reduced schedule for a set period of time can be allowed, by approval of the CEO, with the intention of working the way up to a full time commitment.

**Interim Staffing of Other Positions:** In the event of short term or long term absence, this plan seeks to designate the supervisor who is responsible for determining who will fill an Interim position in the case of a short term or long term absence. The designated supervisor is also responsible for supervising the person filling the Interim position throughout the duration of the leave. The designated supervisor may decide to appoint an alternative back-up appointee to the interim position, or consider splitting duties among designated appointees.

<b>Position</b>	<b>Decision &amp; Supervisory Authority</b>	<b>Designated to fill Interim Position</b>
Administrative Associate	CEO	Administrative Director /Development Director/Temps
Administrative Director	CEO	Administrative Associate
Box Office Associate	Administrative Director	Administrative Associate
Costume Designer, Resident	Artistic Director	Contractors
Customer Service & Group Sales Associate	Administrative Director	Administrative Associate
Designer /TD, (mainstage) Resident	Artistic Director	Designer/TD (studio)/ Contractors
Designer/TD (studio), Resident & Lighting Designer	Artistic Director	Designer/TD (mainstage)/ Contractors/
Education Director	Artistic Director	Volunteer Coordinator
Maintenance Supervisor	CEO	Contract with Cardinal
Marketing Director	CEO	Contractors
Volunteer Coordinator	Artistic Director	Contractors
Club Manager	CEO	Assistant Club Manager(s)

## **ATTACHMENT F.**

# **THE ROLE OF THE BOARD OF DIRECTORS**

## **PURPOSE**

A board member will assist in governing the Topeka Civic Theatre & Academy within the parameters of our By-laws, Articles of Incorporation, and state and federal requirements regarding not-for-profit organizations.

## **KEY RESPONSIBILITIES**

As listed in Article VI of our By-Laws – board members are responsible to the board chair and the committee chairs. Board members will:

- Establish policy
- Approve annual budgets
- Provide financial oversight
- Determine and evaluate progress toward achievement of the long-range plan
- Hire and evaluate the chief executive officer
- Provide for the financial stability of the theatre through on-going fund-raising
- Approve the season of plays for mainstage, studio and youth stages
- Serve on at least one committee (in addition to the board liaison committee) or any ad hoc committee during his/her term

## **EXPECTED RESULTS**

The theatre will make measurable progress toward its mission, goals, and objectives; will have an enhanced image in the community; will have effective and efficient management; will be financially stable; and will have the leadership it needs.

## **TIME COMMITMENT**

Board members are required to attend monthly board meetings, committee meetings as necessary, performances, and special events, such as the Gala season opening, Volunteer Awards Night, the annual board retreat, and our annual meeting. This amounts to approximately 5-20 hours per month. New board members start their term following their election at the annual meeting in August. The term of office is three years, which may be renewed for one three-year term at the discretion of the Nominating Committee.

## **QUALIFICATIONS**

Board members must:

- Demonstrate interest in the theatre organization
- Have sufficient time for duties
- Have skills/knowledge/experience in at least one area of responsibility (finance, strategic planning, fund-raising)

- Be able to work effectively with others in group decision-making situations

### **BOARD MEMBER EXPECTATIONS OF EACH OTHER**

For our board to be successful, accountability of board members is a must. Board members are expected to:

- Be prompt and prepared for board and committee meetings. Three consecutive unexcused absences or five unexcused absences in one year shall be construed as a resignation from the board.
- Attend board orientation, annual meeting & retreat, productions and support all fund-raising special events.
- Be a season member (by-laws requirement)
- Make a personally meaningful contribution in support of the theatre.
- Be an advocate for the theatre by encouraging friends, neighbors, and acquaintances to attend plays and educational programs, and encouraging individuals, employers, organizations and corporations to support the theatre financially.
- Promote the theatre and its programs in the community. Be informed about theatre activities, including plays, educational opportunities, volunteer opportunities and special events.
- Keep board matters and discussions confidential

### **BOARD MEMBERS ARE STRONGLY ENCOURAGED TO:**

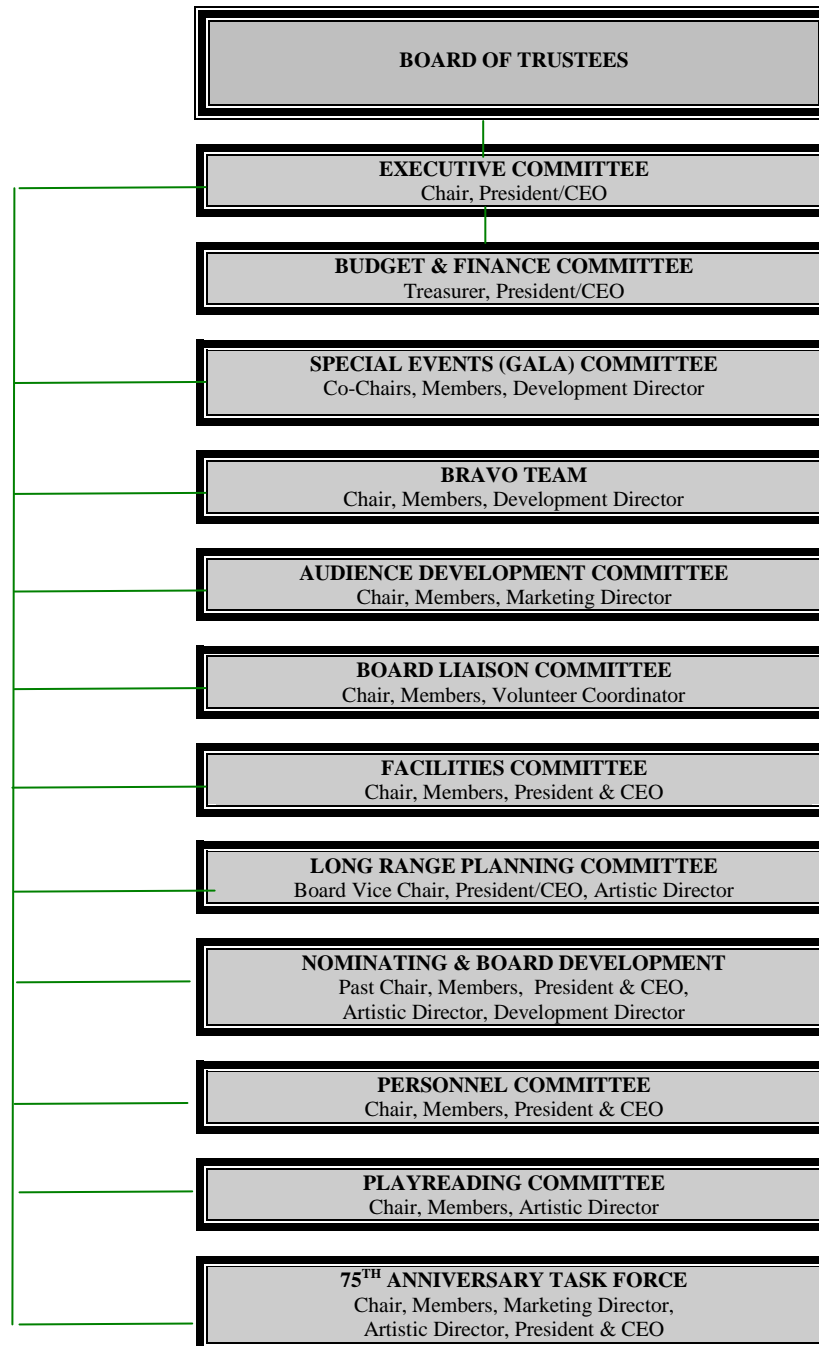
- Serve on one or more committee or task force.
  - Participate as a member of the board liaison committee volunteering as a liaison to at least one show per season on the mainstage, studio, or youth stages.
  - Identify standing committees and/or task teams for opportunities to share skills, knowledge and areas of expertise.
- Participate in some way on at least one development committee. Possible options are:
  - Attend a Stage Door Sneak Peak, bringing guests if possible.
  - Serve as a Bravo event Table Captain.
  - Participate in Resource Development activities thanking and cultivating donors and expanding our Co-Producer relationships.
  - Participate in supporting the annual season opening Gala.
- Have technological systems in place to be able to communicate via e-mail (with attachments) and voice mail.

### **Measuring Success:**

The Chair will provide the necessary tools for each board member to evaluate individual and group progress toward these goals on an annual basis.

BOARD & COMMITTEE  
ORGANIZATIONAL CHART

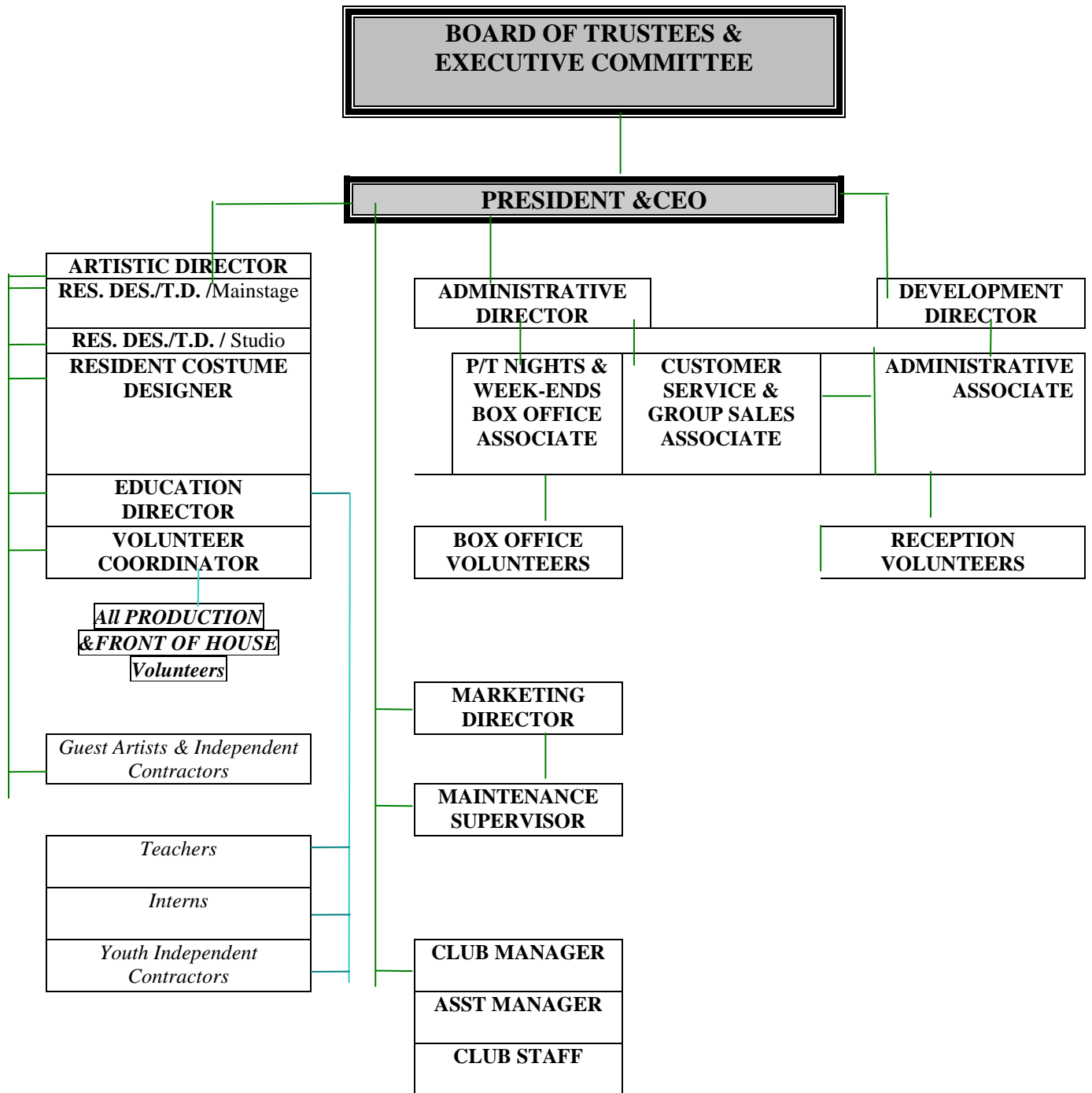
2010





## ATTACHMENT G.

### ORGANIZATIONAL CHART 2009-2010



Adjoining boxes often involve integrated Responsibilities

## ATTACHMENT H.

### Topeka Civic Theatre & Academy Enrollment Agreement

Tuition must be paid before or on the first day of class.  
(payment plans are available)

I, and my child, agree to the following policies and procedures of the Topeka Civic Theatre and Academy:

1. **Tuition** is due no later than the first day of class. Payment schedules may be arranged with the box office and CEO. Payments must be timely. If a student is in arrears on tuition, they will not be permitted to audition, to perform in a production, or to attend classes.
2. **Refund Policy** – refunds of tuition are not generally made after a student has attended two classes. In extenuating circumstances, refunds may be requested in writing to the CEO, explaining the unusual circumstances that require a refund. The CEO shall have absolute discretion to determine whether or not any refund shall be allowed.
3. **Dress Code** – Students are encouraged to wear comfortable clean clothing that allows easy movement. Closed toe tennis or jazz shoes are mandatory. No jewelry please. Do not bring valuables to camp (ie- Nintendo DS's, etc.). They will be taken by the Education Director
4. **Conduct** – Theatre discipline is an important part of this learning experience. Students are expected to show courtesy, honesty and respect for teachers, volunteers, and each other, including property belonging to other students and to the theatre.
5. **Audition Policy** – Children are permitted to audition for a play provided they are at least six years of age. There is a fee for participation in the production class. The fee is due no later than the first rehearsal unless prior arrangements have been made with the Education Director. Parents are expected to provide information regarding any conflicts the child may have with the rehearsal schedule AT THE TIME of auditions. The director reserves the right to replace any student-actor who does not respect and, to the best of their ability, adhere to the rehearsal schedule.
6. **Student Behavior Policy** – When theatre discipline becomes a problem in the classroom or in rehearsal, the following warning system will be followed:
  - A. Serious disruption of classroom activities will invoke a warning to the student.
  - B. If behavior is not modified, a Parent Intervention Notice (PIN) is sent home, requiring parental and student signatures.
  - C. A subsequent warning will require the scheduling of a student/parent conference to discuss ways to modify behavior.
  - D. Continued disruption may result in suspension or expulsion based on the agreement reached at the student/parent/teacher conference, subject to the approval of the Executive Director.
7. **Safety Issues** – Parents are expected to bring students into the lobby no more than **fifteen minutes** before classes or rehearsals. Students must be picked up within **fifteen minutes** after the end of class or rehearsal. Chronic lateness in picking up your child may be billed at the rate of \$15.00 per half hour. Our teachers and directors have other obligations. Please do not abuse their time.  
**\*Pick-up Form** – During 3-week summer camp, parents are requested to complete the pick-up form. Only individuals with names listed on the form may pick up your child. Our camp Directors will be checking IDs before releasing a student, so please be prepared.
8. **Smoking** – Students are not permitted to smoke or to bring illegal drugs (prescribed medications must be accompanied with a note from parents and directions for use), including alcohol, onto the grounds of, or into the theatre. Infractions are reported to parents. Violations will be justification for expulsion.
9. **Phone use** – Students are permitted to use the phone in the break room for local calls only.
10. **Props, Furniture and Costumes** – Students MUST be accompanied by a staff person if entering the props or furniture storage. Violation will result in a warning followed by a PIN. Costume storage is off-limits to students.
11. **Lunch** – During 3-week summer camp, students are to bring their own sack lunches. Please be sure the food is in an insulated container or is otherwise non-perishable. Refrigerator space is limited and may only be used for any medications that the camper needs to keep cool. There are snack and soda machines available to campers during breaks. **Campers attending one-week camps will have snacks provided for them by the theatre.**

It is also agreed and understood that I have read and agree to the attached **RELEASE, INDEMNITY, AND HOLD HARMLESS AGREEMENT** and that my signature on the Enrollment agreement constitutes my acceptance of the Release which is a part of this agreement.

\_\_\_\_\_  
Signature of Parent/Guardian

\_\_\_\_\_  
Date

\_\_\_\_\_  
Child's Name

**Topeka Civic Theatre & Academy**  
**RELEASE, INDEMNITY, AND HOLD HARMLESS AGREEMENT**

I, the student named on the attached **Enrollment Agreement**, being above the age of 18 years  
**OR**

I, the parent or legal guardian of the student named on the attached **Enrollment Agreement**, hereby grant permission on behalf of myself, child, or ward, to enter the program known as the **Topeka Civic Theatre & Academy** conducted by the **Topeka Civic Theatre & Academy, Inc.**, presently located at 3028 SE 8<sup>th</sup> Avenue, Topeka, Shawnee County, Kansas, and to furthermore participate in all classes, productions or any other related activities to be held during the enrollment period, onsite or offsite.

The undersigned, individual or on behalf of said ward, do, by this instrument release and discharge the **Topeka Civic Theatre & Academy, Inc.**, of and from all actions, judgments, debts, claims, and demands of every kind and nature whatsoever which against the **Topeka Civic Theatre & Academy, Inc.**, I/we ever had or now have or which our heirs, executors, and administrators have now or may hereafter have by reason of any injury sustained to me or any child or ward while on the premises described above or at any other location wherein the Theatre may be performing, due to the negligence of the officers, agents, servants or employees of the **Topeka Civic Theatre & Academy, Inc.**, including any injury or property damage sustained in any vehicle or by any vehicle while being used in transporting us to and from any assigned location.

**Furthermore**, I further agree on my own behalf and on behalf of my minor ward that in the event the individual named on the enrollment agreement suffers an illness or accident requiring emergency hospitalization or surgery while at **Topeka Civic Theatre & Academy**, I hereby give my permission for any necessary hospitalization, medication, or surgery on recommendation of a medical doctor with the understanding that the staff or other representative of the **Topeka Civic Theatre & Academy** will contact me at the earliest reasonable time.

**Additionally**, the undersigned agree to indemnify and hold harmless the **Topeka Civic Theatre & Academy, Inc.** against any claim for damages, compensation or otherwise that may hereafter at any time be made or brought against **Topeka Civic Theatre & Academy, Inc.** or by anyone on our behalf for the purpose of enforcing a further claim for damages on account of any injury sustained herein.

I realize that there will be unanticipated and unexpected situations which may arise during these activities and I assume for myself and/or my child or ward, all risk of injury to our person and/or property that may be sustained in connection with the associated activities on or about the premises or at any other authorized location; I further certify that my or my child or ward's attendance and participation in the stated activities is wholly voluntary and that we shall not in any way be considered as an employee, servant or agent of the **Topeka Civic Theatre & Academy, Inc.**, its operators or sponsors.

**I have read and understood the foregoing release, indemnity and hold harmless agreement and do attest and agree to same by my signature hereunder.**

\_\_\_\_\_  
Signature of Parent or Guardian on  
behalf of minor child or ward

\_\_\_\_\_  
Date

\_\_\_\_\_  
Parent or Guardian's Printed Name

\_\_\_\_\_  
Child's Printed Name

**Emergency Contact Name:** \_\_\_\_\_

Work: (\_\_\_\_) \_\_\_\_\_ Last First  
Home: (\_\_\_\_) \_\_\_\_\_ Cell: (\_\_\_\_) \_\_\_\_\_

**If unavailable (2nd) Contact Name:** \_\_\_\_\_

Work: (\_\_\_\_) \_\_\_\_\_ Last First  
Home: (\_\_\_\_) \_\_\_\_\_ Cell: (\_\_\_\_) \_\_\_\_\_

Preferred local hospital: \_\_\_\_\_

Preferred local doctor: \_\_\_\_\_