

***SPRINGFIELD SYMPHONY
ORCHESTRA
ASSOCIATION***

Policies and Procedures Handbook

SPRINGFIELD SYMPHONY ORCHESTRA ASSOCIATION

Policies and Procedures Handbook

Preface

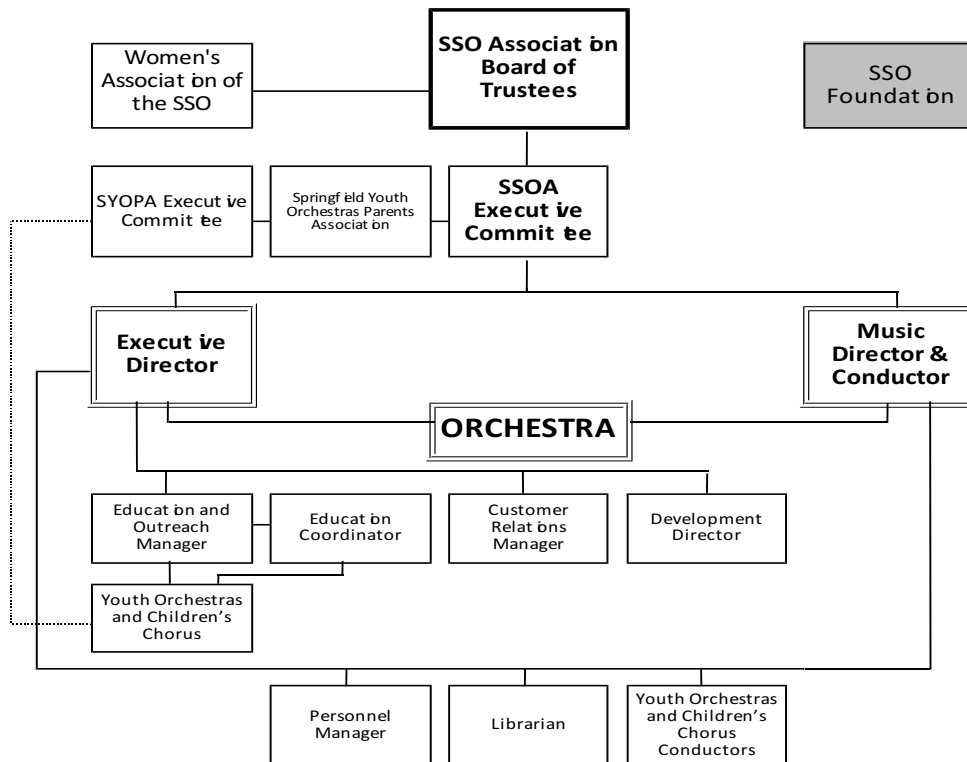
This Handbook is a compilation of policies, procedures and other relevant documents designed to serve as a reference for all parties involved in the conduct of business on behalf of the Springfield Symphony Orchestra Association. The specific contents of each section are subject to change by action of the Board of Trustees. This Handbook is maintained by the Personnel Committee.

Using this Handbook

This Handbook has been prepared using Microsoft Word and may be read as an electronic document or printed as a hardcopy. The Table of Contents has been generated in a hyperlinked format for each listed section. When using the Handbook as an electronic Word document, clicking on the desired contents topic will take you to that section. Section page numbers in the Table of Contents refer to the electronic copy of the Handbook as assigned by the Microsoft Word program. These page numbers will not appear on individual pages of a printed copy. The hyperlinked Table of Contents does not function when viewing the Handbook on the SSOA website in PDF format; navigation in this format may only be done by scrolling. It is suggested that if a printed copy is made, the copy be placed in a three-ring binder with sections and/or subsections separated by tabbed labeled dividers as suits the needs of the user.

As the contents of this Handbook are dynamic, the "month/year" dates in the lower right corner of a page indicate (1) the date of the Handbook edition or (2) the last date of substantive changes to the page.

Organizational Chart



The SSO Foundation operates

independently of the SSO Association but has a stated mission of support of the SSO Association and its activities.

Tenth Edition: 09/2018

Policies and Procedures Handbook

Table of Contents

Mission and Vision..... 6

Code of Regulations..... 7

Board Committee Roles and Responsibilities..... 14

Finance and Budget Committee..... 14

Nominating Committee..... 15

Education Committee..... 16

Development Committee..... 17

Personnel Committee..... 18

Audience Engagement Committee..... 20

Member – Board of Trustees..... 21

Position Description..... 21

***Volunteer Services – Support Our Symphony (SOS) Program*.....22**

Springfield Youth Orchestras Parents Association Bylaws.....23

Executive Director..... 26

Position Description..... 26

Employment Contract..... 29

Performance Review Process..... 33

Executive Director Review Form..... 35

Executive Director Evaluation Survey Form – Board/Staff Version..... 37

Executive Director Evaluation Survey Form – Orchestra Version..... 38

Education and Outreach Manager..... 39

Position Description..... 39

Employment Contract..... 42

Education Coordinator..... 46

Position Description..... 46

Employment Letter of Agreement Contract..... 48

Development Director..... 49

Position Description..... 49

Employment Letter of Agreement Contract..... 51

Customer Relations Manager..... 52

Position Description..... 52

Employment Contract..... 54

i *Tenth Edition: 09/2018*

Music Director & Conductor..... 58

Position Description..... 58

Employment Contract..... 61

Performance Review Process..... 65

Music Director Review Form..... 67

Music Director & Conductor Evaluation Survey Form – Board/Staff Version..... 69

Music Director & Conductor Evaluation Survey Form – Orchestra Version..... 70

Assistant Music Conductor (Draft)..... 71

Employment Letter of Agreement Contract..... 71

Concertmaster..... 72

<i>Position Description</i>	72
<i>Orchestra Librarian</i>	74
<i>Position Description</i>	74
<i>Orchestra Personnel Manager</i>	76
<i>Position Description</i>	76
<i>Librarian/Personnel Manager</i>	78
<i>Employment Letter of Agreement Contract</i>	78
<i>Conductor(s), Springfield Youth Orchestras</i>	79
<i>Position Description</i>	79
<i>Employment Letter of Agreement Contract</i>	82
<i>Fringe Benefit Plans</i>	83
<i>Staff Leave Policies</i>	84
<i>Overtime Work Policy</i>	88
<i>Nondiscrimination and Harassment Policy</i>	89
<i>Drug-free Workplace, Alcohol and Smoking Policies</i>	94
<i>Conflict of Interest Policy</i>	96
<i>Confidentiality/Nondisclosure Policy and Agreement</i>	98
<i>Computer Use Policy</i>	100
<i>Whistleblower Protection Policy</i>	102
<i>Document Retention and Destruction Policy</i>	103
<i>Executive Director Search and Replacement</i>	105
<i>Procedural Guidelines</i>	105
ii	Tenth Edition: 09/2018
<i>Appendix A</i>	111
<i>EXECUTIVE DIRECTOR SEARCH PROFILE - BOARD SURVEY</i>	111
<i>Appendix B</i>	112
<i>EXECUTIVE DIRECTOR SEARCH ANNOUNCEMENT</i>	112
<i>Appendix C</i>	113
<i>TELEPHONE INTERVIEW GUIDELINE QUESTIONS FOR EXECUTIVE DIRECTOR APPLICANTS</i>	113
<i>Appendix D</i>	114
<i>GUIDELINE QUESTIONS FOR EXECUTIVE DIRECTOR APPLICANT REFERENCES</i>	114
<i>Appendix E</i>	115
<i>GUIDELINES FOR THE CONDUCT OF IN-PERSON INTERVIEWS – EXECUTIVE DIRECTOR</i>	115
<i>Appendix F</i>	116
<i>EXECUTIVE DIRECTOR CONTRACT CHECKLIST</i>	116
<i>Music Director & Conductor Search and Replacement</i>	117
<i>Procedural Guidelines</i>	117
<i>Appendix A</i>	125
<i>MUSIC DIRECTOR SEARCH PROFILE - BOARD SURVEY</i>	125
<i>Appendix B</i>	126
<i>MUSIC DIRECTOR & CONDUCTOR SEARCH ANNOUNCEMENT</i>	126
<i>Appendix C</i>	127

TELEPHONE INTERVIEW GUIDELINE QUESTIONS FOR MUSIC DIRECTOR & CONDUCTOR APPLICANTS.....	127
Appendix D.....	128
GUIDELINE QUESTIONS FOR MUSIC DIRECTOR & CONDUCTOR APPLICANT REFERENCES.....	128
Appendix E.....	129
MUSIC DIRECTOR & CONDUCTOR SITE VISIT EVALUATION FORM.....	129
Appendix F.....	130
GUEST CONDUCTOR VISITOR INFORMATION SHEET.....	130
Appendix G.....	131
GUEST CONDUCTOR-CANDIDATE REHEARSAL EVALUATION CHECKLIST.....	131
Appendix H.....	132
GUEST CONDUCTOR EVALUATION GUIDELINE FORM FOR MUSICIANS.....	132
Appendix I.....	133
GUIDELINES FOR THE CONDUCT OF IN-PERSON INTERVIEWS – MUSIC DIRECTOR & CONDUCTOR.....	133
Appendix J.....	134
MUSIC DIRECTOR & CONDUCTOR CONTRACT CHECKLIST.....	134

Mission and Vision

Mission

The mission of the Springfield Symphony Orchestra is to enrich the lives of the people in Springfield and the surrounding region by presenting quality performances of symphonic music and providing excellent education programs.

Vision

The Springfield Symphony Orchestra will be respected as a premier performing arts organization, a responsible and accountable business enterprise and a vital cultural leader in our community.

SPRINGFIELD SYMPHONY ORCHESTRA ASSOCIATION

Code of Regulations

Article I - NAME

The name of the Association shall be the Springfield Symphony Orchestra Association.

Article II - PURPOSE

The purpose of the Association shall be to promote, produce, and present high quality performances of symphonic music, to increase public understanding, appreciation, awareness and enjoyment of the symphonic musical arts, to administratively manage and financially support the Springfield Symphony Orchestra, and to provide an outlet for artistic expression for qualified musicians in Springfield, Clark County, and the surrounding areas. The Association is organized exclusively for educational, charitable, and literary purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code.

Article III - MEMBERSHIP

3.01 **Members.** *Members of the Association shall consist of the Board of Trustees.*

3.02 **Resources.** *Commitment of resources in support of the Association mission is expressed by annual giving and other fund-raising activities.*

- a) *Each board member is expected to contribute as generously as possible to the annual fund.*
- b) *Each board member is required annually to purchase subscription concert ticket(s) to the main symphonic series and any other series the orchestra may schedule for that year.*

3.03 **Time.** *Commitment of time is expected of each board member.*

- a) *Each board member is expected to attend a majority of board meetings.*
- b) *Each board member is expected to serve actively on one or more standing committees.*
- c) *Each board member is expected, within reason, to accept special assignments as is necessary.*
- d) *Each board member is expected to participate in activities of the annual fund drive, as requested, within the limits of a person's time and capabilities.*
- e) *Each board member is expected to attend as many symphony functions as possible. These include the variety of concerts performed, receptions, and such additional events as are scheduled.*
- f) *Each board member is expected to attend the concerts for which he/she has purchased tickets. If attendance at any particular concert is not possible, the*

Center ticket office for resale.

- g) *Each board member should actively promote and publicly support the Association mission.*

Article IV - MEETINGS

4.01 **Regular Meetings.** *Unless canceled by a vote of the Board of Trustees, a meeting of the Board of Trustees shall be held in the months of September, November, January, March, May, and June of each year at such reasonable time and place as the president may designate. Aside from the conduct of regular business, the June meeting shall serve as a point of transition between outgoing members and incoming members. The President shall prepare and distribute a meeting schedule stating date, day, time, and location, if known, in a timely manner so as to assist board members in annual planning of their schedules. Reminders, agendas and other relevant documents, as appropriate, shall be distributed to board members in advance of each meeting. Changes to the meeting schedule shall be made by notice given in the manner provided in Section 4.03.*

4.02 **Special Meetings.** *A special meeting of the Association may be called by five (5) trustees or by the President by notice given in the manner provided in Section 4.03.*

4.03 **Notice.** *Notice of regular or special meetings shall be made by postal and/or electronic mail, as deemed appropriate, to each trustee at their last postal/electronic address shown on the Association's records, postmarked or electronically distributed at least five days before the date of the meeting. Any such notice shall state the time and place of the meeting and, with respect to a special meeting, the general nature of the business to be transacted.*

4.04 **Quorum.** *At any meeting described in this article, nine (9) voting trustees shall constitute a quorum.*

4.05 **Voting Requirements.** *Each elected or ex-officio trustee shall have one vote. Provided a quorum is present, all matters shall be decided by a majority vote, except matters relating to the expulsion or suspension of a trustee, with respect to which matters three-fourths of those voting must concur.*

4.06 **Procedure.** *Except as otherwise provided by the Association's Articles of Incorporation or this Code of Regulations, the conduct of and the procedure for all meetings of the Association and its committees shall be in accordance with the most recent edition of Robert's Rules of Order.*

Article V - TRUSTEES

5.01 **Board of Trustees.** *The corporate powers, property and affairs of the Association, subject to such limitations as may be contained herein and in the Articles of Incorporation, shall be exercised, conducted, and controlled by the Board of Trustees. The Board of Trustees shall be composed of elected trustees, appointed ex-officio trustees and trustees emeritus.*

2

05/2006

5.02 **Elected Trustees.** *The number of elected trustees shall be no more than twenty-four (24) with a minimum of sixteen (16) members. The annual election of new trustees shall be conducted at the May meeting of the Association and those elected shall hold office for a term of three (3) years beginning the first day of July following their election. Elected trustees shall serve no more than three (3) consecutive three (3) year terms. If a mid-term vacancy occurs for a position as an elected trustee, those then elected will be elected to a three-year term beginning July 1 of the fiscal year in which they are elected in accordance with the procedure set forth in Article VIII, Section 8.06. Elections of trustees to fill unexpired terms may occur at any Board meeting.*

5.03 **Ex-officio Trustees.** *The immediate past president of the Board of Trustees, a representative of the Women's Association of the Springfield Symphony Orchestra chosen by the organization, a representative of the Youth Orchestras Parents Association chosen by the organization, a representative of the Springfield Symphony Orchestra musicians chosen by the Orchestra Committee, and a representative of the Springfield Symphony Orchestra Foundation chosen by the foundation shall be appointed ex-officio members of the Board of Trustees. The term of office of ex-officio trustees shall be in increments of one (1) year from the first day of July through the following June for each year of their appointment.*

5.04 **Trustees or Others Granted Emeritus Status.** *There shall be as many Trustees granted Emeritus status as the board may from time to time designate. The Board may also grant Emeritus status to former administrative staff members and music directors/conductors. Nominations for Emeritus status, written and signed, must be submitted by a secondary party to the Nominating Committee of the Board by January of the year for which the granting is proposed. The nominator may submit the nomination in any style or format that clearly documents the rationale for the nomination. The Nominating Committee shall review nominations in the course of its regular business and recommend any nominee(s) for Emeritus status at the May Board meeting. The Nominating Committee is not obligated to report out any recommended designees. It shall conduct its review of nominees in such a manner as to maintain nominee confidentiality whether or not there is a recommended designee(s). Eligibility for nomination to Emeritus status begins ninety (90) days after completion of service as a Board member, administrative staff member or music director/conductor. Association Emeriti shall receive notice of and may attend all meetings of the Association but may not vote.*

5.05 **Staff Members.** *The executive director, the music director, and such other staff members as the board may from time to time designate shall receive notice of and shall attend any regular or special meeting of the Association but may not vote.*

5.06 **Voting Rights.** *Elected and ex-officio trustees may vote at any meeting of the Association.*

5.07 **Best Efforts.** *The trustees shall exert their best efforts to carry out in good faith the purposes of the Association in such manner that the orchestra shall be maintained and musical activities of cultural and educational value be given in and for the community, having regard for the fact that the grant of tax exemption marks its activities as affected with the public interest.*

5.08 **Attendance.** *If an elected trustee fails to attend a majority of the regular meetings of the board, his/her position may be declared vacant by the Executive Committee, acting in executive session. The declaration of a vacancy by the Executive Committee shall be subject to confirmation, as per Article VIII, Section 8.03, via vote by the full board, acting in executive session, and subject to the voting requirements of Article IV, Section 4.06.*

5.09 **Conduct Unbecoming a Member.** *A trustee may be suspended or expelled for conduct unbecoming a member. Before a trustee is suspended or expelled for such reason, he/she shall be given notice and an opportunity to appear before and be heard by the board in executive session. This trustee may appeal the initial decision of the trustees at a regular or special meeting, such action occurring in executive session.*

5.10 **Conflict of Interest.** *The Association shall maintain a Conflict of Interest policy applicable to the Association's Board of Trustees, officers and others as may be stated therein. The terms of the Conflict of Interest policy shall be as set and determined by the Association's Board of Trustees.*

Article VI - OFFICERS

6.01 **Officers and Election.** *The officers of the Association shall be a president, a vice president, a secretary, and a treasurer chosen from the board of trustees, and an executive director. With the exception of the office of executive director, a person may hold more than one, but not more than two, of the foregoing offices. The officers shall be elected by the trustees. Unless the trustees, by vote, designate otherwise, the election of officers shall take place at the May meeting after the election of trustees, and the newly elected officers shall hold office for a term of one (1) year from the first day of July following their election or until their successors are elected, except treasurer, who shall hold office for a period of one (1) year from the date of the beginning of the next fiscal year of the Association following election or until a successor is elected.*

Article VII - DUTIES OF THE OFFICERS

7.01 **President.** *The president shall preside at all meetings of the trustees, sign the records thereof, designate committee chairs and perform all of the duties usually and typically ascribed to presidents of like corporations and associations, and such other and further duties as shall from time to time be required by the trustees. In addition to the committees set forth in this Code of Regulations, the president, in conjunction with the Executive Committee, may establish such other committees as deemed necessary for*

the conduct of SSOA business, appoint the members thereof, and designate the chair. The president shall oversee any strategic planning process, as timing and need for such is determined. The president shall be responsible for board solicitation during the annual fund campaign and the season subscriptions.

7.02 **Vice President.** The vice president shall report to the president, shall perform the duties of the president in the case of absence or disability of the president, shall assume the chair of the Development Committee, and shall perform such other duties as shall from time to time be required by the trustees.

7.03 **Treasurer.** The treasurer shall receive and have charge of all monies and securities belonging to the Association and shall disburse and otherwise deal with the same as may

4

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be ordered by the trustees. The treasurer shall perform the duties of the president in the case of the absence or disability of the president and vice president. The treasurer shall keep an accurate account of all monies received and disbursed and generally perform such duties as may be required by the trustees. The treasurer shall be chair of the Finance and Budget Committee.

7.04 **Secretary.** The secretary shall keep minutes of all meetings of the trustees and Executive Committee, make a proper attested record thereof, shall take attendance, and generally perform such duties as may be required by the trustees. The secretary shall perform the duties of the president in the case of the absence or disability of the president, vice president, and treasurer.

7.05 **Executive Director.** The executive director shall act as the authorized representative of the Association in the general management of all administrative functions, including business and financial control and supervision of the administrative staff. Such duties shall include the conduct of the day-to-day operations of the Association's business office and carrying out the policies set forth by the trustees relative to budget and general administrative matters. The executive director shall act under the general supervision of the president and shall perform such other duties as the trustees or the president may direct.

Article VIII - COMMITTEES

8.01 **Standing and Appointed Committees.** There shall be the following standing committees: Executive Committee, Finance and Budget Committee, Nominating Committee, Education Committee, Development Committee, Personnel Committee and Audience Engagement Committee. In addition to these standing committees, the president, in conjunction with the Executive Committee, may establish and appoint any additional committees to carry out the purposes of the Association.

8.02 **Executive Committee.** There shall be an Executive Committee consisting of the officers of the Association, the chairs of the standing committees, and such other trustees as the Executive Committee may from time to time direct, and, as non-voting members, the executive director and the music director.

8.03 **Powers of Executive Committee.** Unless and until otherwise provided by the trustees, the Executive Committee shall, in the intervals between meetings of the trustees, be fully vested with all powers of the trustees and be fully authorized to act in their behalf in the management of the affairs of the Association. Such actions shall be confirmed by the board of trustees at the next scheduled meeting.

8.04 **Executive Committee Meetings.** The Executive Committee shall, at a minimum, meet once per calendar quarter at a date and time to be determined by the president, preferably in a month when there is not a regularly scheduled board meeting. Additional meetings may be called by the president or by any two (2) members thereof by notice given as provided in Section 4.03 hereof.

8.05 **Finance and Budget Committee.** The Finance and Budget Committee shall consist of at least three (3) trustees, one representative from the orchestra appointed by the Orchestra Committee as a non-voting member, and the treasurer, who shall act as chair. Committee membership may include, as deemed necessary by the committee, one or more independent non-board non-voting members to serve in an advisory capacity for such period of time as required to accomplish committee tasks, reviews or other business

5

01/2015

relevant to the expertise of these members. The responsibilities of the Finance and Budget Committee include quarterly review of cash statements and any other relevant financial reports, timely presentation of the budget for approval by the Association, recommendation of the selection of auditors, oversight of the

timely submission of financial data to the auditors, and oversight of the timely submission of reports to the Internal Revenue Service.

8.06 **Nominating Committee.** Only trustees may be members of the Nominating Committee. The Nominating Committee shall consist of at least three (3) trustees, and shall (a) prepare a slate of nominees as trustees of the Association for election at the May meeting; (b) prepare a slate of nominees for the positions of officers of the Association for election at the May meeting; (c) make nominations from time to time to fill vacancies which occur with respect to the officers or trustees; (d) act on nominations for Emeritus status and (e) be responsible for monitoring and evaluating the performance and attendance of trustees.

8.07 **Education Committee.** The Education Committee will meet as required and will be responsible for tasks assigned to it by the trustees but will primarily work to assist the executive director in the development of educational and outreach programs that enhance the exposure to music as performed by the orchestra and its ensembles in support of the Association's mission and vision.

8.08 **Development Committee.** The Development Committee will meet as required and shall appoint chairs of the Association's various fundraising campaigns and shall monitor their progress. This committee shall be primarily responsible for the development of financial resources.

8.09 **Personnel Committee.** The Personnel Committee shall consist of at least three (3) elected trustees plus the Board President as an ex-officio member. Only elected trustees shall be voting members of the committee. The Executive Director is an ex-officio, non-voting advisory member of the committee and shall attend meetings or otherwise consult with the committee as requested. When deemed appropriate, the committee may also invite comments from other employee representatives. However, the trustee-members may meet in "executive session," as necessary and appropriate to the conduct of committee business. The committee shall meet as needed to develop and monitor the implementation of policies and procedures related to personnel employment and working conditions. While the Executive Director and Music Director are the chief operating administrative and artistic officers and supervisors of the organization, final internal arbitrating authority for personnel decisions rests, when necessary, with the Board. In this context the Personnel Committee shall serve the Executive Committee and the Board in a research, developmental, and advisory capacity on matters pertinent to personnel policies and procedures.

8.10 **Audience Engagement Committee.** The Audience Engagement Committee shall consist of at least three (3) trustees and a variable number of non-trustees selected, as needed, to assist the committee. The committee shall meet every month during the concert season and on a to-be-determined schedule between seasons with the objective of driving season-ticket renewal rates and attracting new guests. The committee's responsibilities include creation of an audience development annual calendar of events, activities and initiatives; the development and implementation of these events, activities and initiatives; and an assessment of effectiveness.

8.11 **Committee Chairs and Ex-officio Committee Members.** The chair of each committee shall be a trustee and shall serve on the Executive Committee, and the President shall be a member, ex-officio, of all committees.

8.12 **Committee Members.** Except as otherwise provided herein, the president and/or chair of a committee may appoint, from the community at large, committee workers in such numbers as deemed proper for the specific task to be accomplished. The purpose of this section is to permit the Association to gain expertise in areas of special interest to the board. Such committee members may meet with the board, on invitation, and participate, without vote, in discussion of those matters relevant to the committee's area of responsibility.

Article IX - INSURANCE AND INDEMNIFICATION

9.01 **Insurance.** The Association shall purchase and maintain in effect insurance on behalf of any individual who is or was a trustee, officer, employee, committee member, or agent of or volunteer of the Association, against liability asserted against or incurred by them in that capacity or arising from their status as a trustee, officer, employee, committee member, or agent of or volunteer of the Association.

9.02 **Indemnification.** Any person who is made or threatened-to-be made a party to any legal proceeding by reason of the fact that they are or were a trustee, officer, employee, committee member, or agent of or

volunteer of the Association shall be indemnified by the Association to the maximum extent authorized by Section 1702.12 of the Ohio Revised Code.

Article X - AMENDMENTS

This Code of Regulations may be amended, supplemented, or repealed by the written assent of all trustees of the Association or by majority vote of the trustees present at a regular or special meeting at which such a relevant resolution is presented.

7

11/2009

SPRINGFIELD SYMPHONY ORCHESTRA ASSOCIATION

Finance and Budget Committee Role and Responsibilities

Purpose:

The Finance and Budget Committee recommends to the Board of Trustees policies and procedures for fiscal oversight of the orchestra, and oversees budget development and budget execution to ensure fiscal responsibility. Individual members make themselves knowledgeable about the SSO budget and demonstrate due diligence in its oversight.

Composition:

The Finance and Budget Committee shall consist of at least three (3) Trustees, one representative from the orchestra appointed by the Orchestra Committee as a non-voting member, and the Treasurer, who shall act as chair. At committee option, one or more independent non-board non-voting pro tem advisory members may be utilized.

Staff Liaison:

The principal staff liaison for the Finance and Budget Committee is the SSOA Executive Director, who will support the committee in a variety of ways.

Specific Committee Responsibilities:

*Review the monthly cash statements and any other relevant financial reports.
Present the budget for timely approval by the Association.
Approve the selection of auditors.
Ensure the timely submission of financial data to the auditors.
Ensure the timely submission of reports to the Internal Revenue Service.*

01/2015

SPRINGFIELD SYMPHONY ORCHESTRA ASSOCIATION

***Nominating Committee
Role and Responsibilities***

Purpose:

The Nominating Committee recommends to the Board of Trustees the names of those persons it has selected to assume the position of officers (president, vice president, secretary, treasurer) and trustees. The committee also determines the number of trustee spots that need to be filled for the upcoming year. There is a maximum of 24 trustees, excluding the representatives from WASSO, Youth Orchestras Parent Association, SSO Foundation, and musicians. The chairperson takes attendance at board meetings. If any trustee has absences exceeding the number specified in the code of regulations, the Nominating Committee informs the Executive Committee that there is a need for the Executive Committee to take action.

Composition:

The Nominating Committee consists of the chairperson for the committee, who shall be a member of the Board of Trustees and at least four (4) additional members who must be Board members. Additionally, the Board President is an ex-officio member, with voting rights per meeting attended.

Staff Liaison:

The principal staff liaison for the Nominating Committee is the SSOA Executive Director.

Specific Committee Responsibilities:

To begin the nominating process in January by selecting officers for the upcoming year and ascertaining their willingness to serve.

To determine whether trustees are eligible to serve another term. To invite trustees who have served one or two terms to return to the board for another three-year term. To thank those trustees leaving the board.

To determine the number of open trustee seats to be filled.

To create a list of possible new trustees by considering criteria including, but not limited to the following: interest in the symphony, geographic location, skills they have to contribute, availability for symphony responsibilities.

To prioritize the list and contact by letter those persons to ascertain their willingness to serve.

To contact the representatives from WASSO, Youth Orchestras Parent Association, SSO Foundation, and musicians and remind them that they need to submit the name of their appointment for the next year to the nominating chair by April 30.

To present the slate of officers and trustees at the May board meeting.

To take attendance at the Board meetings and inform the Executive Committee of excessive absences.

To act on nominations for Emeritus status.

07/2013

SPRINGFIELD SYMPHONY ORCHESTRA ASSOCIATION

***Education Committee
Role and Responsibilities***

Purpose:

The Education Committee recommends to the Board of Trustees policies and educational programs that enhance the Association's mission and vision. It works with the SSO staff to implement education programs and related fundraising activities.

Composition:

The Education Committee shall consist of at least three (3) Trustees and will be augmented with interested and committed community members.

Staff Liaison:

The principal staff liaison for the Education Committee is the SSOA Education and Outreach Manager, who will support the committee in a variety of ways.

Specific Committee Responsibilities:

Ensure the continued development and success of the Springfield Youth Orchestras and Children's Chorus.

Oversee programs for Concerts for Young People, Students at the Symphony, and Kaleidoscope Music Camp.

Assist in staffing educational programs to ensure quality is maintained.

Evaluate effectiveness of education programs and recommend improvements or discontinuation.

Develop adult education programs as appropriate.

03/2007

SPRINGFIELD SYMPHONY ORCHESTRA ASSOCIATION

***Development Committee
Role and Responsibilities***

Purpose:

The Development Committee is primarily responsible for the development of financial resources. The committee recommends to the Board of Trustees the priorities and policies for fundraising and plans for the development program. Individual committee members also assist in implementing the organization's comprehensive fundraising designed to meet agreed goals for financial support and donor participation from all sources. The Development Committee shall appoint chairs of the Association's various fundraising campaigns and shall monitor their progress.

Composition:

The Development Committee consists of the Vice President as chair and at least five (5) additional members, including Board and non-board members as desired. Additionally, the Board President is an ex-officio member, with voting rights per meeting attended. This committee may establish subcommittees as needed such as those for fundraising events, the annual fund campaign, the business campaign and sponsorships. Individual committee members may take special assignments to carry out these functions.

Staff Liaison:

The principal staff liaison for the Development Committee is the SSOA Executive Director.

Specific Committee Responsibilities:

To recommend financial and qualitative goals and benchmarks for the annual fundraising program and for strategic fundraising plans.

To represent the Board of trustees in all matters relating to fundraising, grant development and communications, and to assure that these vital functions are effectively represented in the Board decision-making.

To assist the Executive Director in the identification, cultivation and solicitation of prospective donors.

To recruit volunteers as needed to assist in implementing fundraising plans and programs.

To represent issues of fundraising and communication in any strategic planning process.

To advise the Board on all matters relating to its external fundraising constituencies.

To assist the management in evaluating fundraising and communications programs and the Board in monitoring results against goals and plans.

03/2007

SPRINGFIELD SYMPHONY ORCHESTRA ASSOCIATION

**Personnel Committee
Role and Responsibilities**

Purpose:

The Personnel Committee serves the Board of Trustees in a research, developmental and advisory capacity on matters pertinent to Board policies and procedures, employment policies and procedures, employed personnel policies and procedures, and other relevant issues regarding working conditions.

Composition:

The Personnel Committee consists of at least three (3) elected Trustees who shall be voting members of the Committee, one of these appointed by the Board President to serve as chair. Additionally, the Board President is an ex-officio member, with voting rights per meeting attended. The Executive Director is an ex-officio non-voting advisory member.

Staff Liaison:

The principal staff liaison for the Personnel Committee is the SSOA Executive Director.

Specific Committee Responsibilities:

To develop, monitor, and/or recommend changes to or respond to suggestions for changes to Board policies and procedures embodied in the SSOA Policies and Procedures Handbook, coordinating as necessary with appropriate staff personnel, without usurpation of management authority.

To assist in the development, monitoring or modification of the SSOA Youth Orchestras Parents Association Bylaws, coordinating as necessary with appropriate Parents Association representatives or staff personnel, without usurpation of management authority.

To develop, monitor, and/or recommend changes to or respond to suggestions for changes to employment policies and procedures such as administrative and artistic staff position descriptions, contract formats, and search and replacement procedures, coordinating as necessary with appropriate staff personnel, without usurpation of management authority.

To develop, monitor, and/or recommend changes to or respond to suggestions for changes to employed personnel policies and procedures such as administrative and artistic staff performance review procedures, fringe benefit plans, staff leave policies and other working condition policies as may be required by law, coordinating as necessary with appropriate staff personnel, without usurpation of management authority.

To serve, as directed by the Executive Committee and/or Board of Trustees, as a Board liaison to outside legal counsel that may be employed by the SSO Association to conduct business as a legal representative of the Association. Such liaison activity, when utilized, shall be for the purpose of information exchange and communication of advice

1

03/2007

from legal counsel to the Board and shall not involve the Personnel Committee and/or its individual members serving as legal counsel to the Association.

To maintain the SSOA Policies and Procedures Handbook.

To carry out other such relevant and appropriate tasks as may be charged by the Executive Committee and/or Board of Trustees to the Personnel Committee.

***Audience Engagement Committee
Role and Responsibilities***

Purpose:

The Audience Engagement Committee focuses on our guests with an emphasis on season ticket holders and creating repeat guests. The single biggest objective is to create an exceptional experience for guests that will drive our renewal rate and create new guests by inspiring them to tell others.

Composition:

The Audience Engagement Committee shall consist of at least three (3) Trustees, one of whom shall act as the Committee's chair.

Staff Liaison:

The principal staff liaison for the Audience Engagement Committee is the SSOA Executive Director, who will support the committee in a variety of ways.

Specific Committee Responsibilities:

- Develop, augment and adhere to an annual calendar of activities.*
- Develop and implement events, activities and initiatives in accordance with the Committee's purpose.*
- Measure effectiveness of Committee efforts among target audience.*
- Meet monthly throughout the performance season to conduct the aforementioned activities.*
- Meet on a schedule to be determined outside of the performance season to perform the aforementioned activities.*
- Collaborate with the SSOA Development Committee and coordinate with Association marketing activities to maximize overall efforts.*

Member – Board of Trustees

Position Description

Mission

The mission of the Springfield Symphony Orchestra is to present quality performances of symphonic music and provide excellent educational programs, enriching the lives of people in and around Clark County.

Vision

The Springfield Symphony Orchestra will be respected as a premier performing arts organization, a responsible and accountable business enterprise and a vital cultural leader in our community.

Specific Responsibilities:

A trustee of the Springfield Symphony Orchestra Association must demonstrate a personal involvement in the SSO's mission by:

- *Attending meetings as called*
- *Subscribing to the concert season*
- *Contributing financially to the Annual Fund*
- *Endorsing and supporting fundraising efforts*
- *Accepting assignments to cultivate potential donors*
- *Assisting the staff to carry out the goals and objectives of the SSOA*

Committees:

A trustee of the Springfield Symphony Orchestra Association shall serve on at least one standing committee:

- *Audience Engagement*
- *Development*
- *Education*
- *Finance*
- *Nominating*
- *Personnel*

Tenure:

The term of office is three years. A trustee may serve a maximum of three consecutive terms, or nine consecutive years, on the Board. Resignation may be tendered orally at any meeting of the Board of Trustees, or in writing to the Executive Director. Removal of a trustee can occur through a vote of three-fourths of the trustees voting at a Board meeting attended by a quorum.

Time Commitment:

The Board of Trustees meets in January, March, May, June, September and November. Additional Board and committee meetings may be called as deemed necessary per provisions in the SSOA Code of Regulations.

SPRINGFIELD SYMPHONY ORCHESTRA ASSOCIATION

Volunteer Services – Support Our Symphony (SOS) Program

Introduction

The Springfield Symphony Orchestra Association maintains volunteer services teams, to the extent possible as volunteers are available, in order to provide assistance as described. The Support Our Symphony Program of volunteers works with and aids the administrative staff. The SSOA Development Director acts as the overall coordinator for the SOS Program. A volunteer coordinator leads each team.

Distribution Team

The Distribution Team is responsible for delivering season brochures, concert posters, and other SSOA event posters to regional businesses and other locations which have agreed to serve as marketing centers for the SSOA. Team members are generally assigned a distribution route, help to seek new distribution locations, and assist in keeping the distribution list for their route up to date.

Guest Artist Transportation Team

The Guest Artist Transportation Team is available to transport concert guest artists arriving for or departing from a concert engagement by airline service. The usual airport of arrival and departure is Dayton International. Transport service also includes drop off/check in and departure pick up at the hotel used by the guest artist.

Mailing Team

The Mailing Team is responsible for preparing mass mailings on behalf of the SSOA for such activities as the annual fund campaign and the season brochure mailing. This team meets as scheduled to accomplish these tasks.

Patron Driving Team

The Patron Driving Team is available to transport patrons to concerts who might not otherwise be able to drive themselves but still have the desire to attend. Patrons using the service must be mobile and may have walkers, but the drivers are not equipped to handle wheelchairs or large, medical equipment.

SPRINGFIELD SYMPHONY ORCHESTRA ASSOCIATION -
SPRINGFIELD YOUTH ORCHESTRAS PARENTS ASSOCIATION

Bylaws

Article I – NAME

This organization shall be known as the Springfield Youth Orchestras Parents Association (SYOPA or the Association herein).

Article II – PURPOSE

The purpose of this organization shall be to:

- 1. stimulate interest in and encourage the support of the Springfield Youth Orchestras.*
- 2. support and participate in the musical activities of the Springfield Youth Orchestras.*
- 3. stimulate interest in and encourage the support of the Springfield Symphony Orchestra.*

In support of these purposes the Springfield Youth Orchestras Parents Association is sponsored by and functions as a subsidiary of the Springfield Symphony Orchestra Association. Authority over SYOPA programs, activities and policies is vested in the Springfield Symphony Orchestra Association Board of Trustees.

Article III – MEMBERSHIP AND FEES

Membership in this organization shall consist of any parent of a Youth Orchestra member or interested person who wishes to participate in the activities of and support the purposes of this organization. No fee shall be assessed for SYOPA membership.

An annual fee, determined by action of the Executive Committee, the Symphony Education and Outreach Manager and Executive Director, shall be assessed for student participation in any Springfield Youth Orchestras program. This fee serves to defray the costs of items such as the Conductors' salaries, sectional coaches, the winter fundraiser and lesson scholarships.

Article IV – OFFICERS AND EXECUTIVE COMMITTEE

The officers of this organization shall be a President, a Vice President, a Secretary, and Hospitality Chair.

There shall be an Executive Committee consisting of the officers of the Association and the chairs of the standing committees, each with voting status.

The officers shall be appointed by the Symphony Education and Outreach Manager, following distribution of a general inquiry, either via email or other means of communication, to the Association membership announcing position vacancies and soliciting volunteers.

The Symphony Education and Outreach Manager shall serve as a non-voting ex officio member of the Executive Committee and as a staff liaison between the Youth Orchestras Parents Association and the Springfield Symphony Orchestra Association.

1

08/2017

Article V – REVIEW OF BYLAWS

The Executive Committee shall periodically review these Bylaws for content and currency. Changes shall be recommended to the Symphony Education and Outreach Manager for action and the Symphony Board of Trustees for concurrence.

Article VI – PARLIAMENTARY AUTHORITY

Robert's Rules of Order shall govern this organization in all cases to which they are applicable and not otherwise inconsistent with the Bylaws of the organization.

Article VII – ASSOCIATION MEETING SCHEDULE

There shall be an annual Fall meeting of the Association at a date, time and location to be determined by the Executive Committee, to educate new students and parents to the program. The SYOPA Board shall then meet several times throughout the season to discuss new students, policies and help plan fundraisers.

Article VIII – REPRESENTATION ON THE SPRINGFIELD SYMPHONY ORCHESTRA ASSOCIATION BOARD OF TRUSTEES

The president or a designee shall represent this organization as an ex officio member of the Springfield Symphony Orchestra Association Board of Trustees.

Article IX – DUTIES OF OFFICERS AND EXECUTIVE COMMITTEE

9.1 **President.** The President shall preside over all meetings of this organization, establish and appoint any ad hoc committee deemed necessary by action of the Executive Committee and see that all business of this organization is carried out in an orderly fashion.

9.2 **Vice President.** The Vice President shall assist the President in the carrying out of presidential duties and serve as President in the case of absence or disability of the President.

9.3 **Secretary.** The Secretary shall keep all records of the organization and perform all other duties ordinary to the office.

9.4 **Hospitality Chair.** The Hospitality chair establishes and implements hospitality arrangements as requested by the Executive Committee, primarily for the winter fundraiser and spring reception.

9.5 **Executive Committee.** The Executive Committee shall conduct all business between scheduled Association Fall meetings. The Executive Committee shall meet once per calendar quarter at a date, time and location to be determined by the President, with additional meetings scheduled as required to conduct business. A quorum necessary to conduct business shall be three (3) voting members.

2

08/2017

9.6 **Terms of Office.** Officers are appointed for two-year terms. Officers shall serve from August of the year in which they are appointed until August two years hence. No individual shall be eligible to hold more than two consecutive terms in the same office.

9.6.1 Should there be a situation of exceptional circumstance, the Symphony Operations and Education Director has the right to extend term limits.

9.6.2 Should any appointed officer or standing committee chair be unable to complete a term of office, the vacancy shall be filled by appointment made by the Education and Outreach Manager in consultation with remaining members of the Executive Committee.

SPRINGFIELD SYMPHONY ORCHESTRA ASSOCIATION

Executive Director*Position Description****Introduction:***

The Executive Director is hired by and is under contract to the Springfield Symphony Orchestra Association. Salary and fringe benefit compensation shall be determined via formal action of the Board of Trustees at the time of hire and periodically otherwise as deemed appropriate. The Executive Director, an at will full-time salaried Fair Labor Standards Act exempt position, is responsible to and subject to the direct supervision of the Board of Trustees. The Executive Director shall be responsible for the supervision of all administrative operations of the Symphony and, in conjunction with the Music Director, assist in the maintenance of artistic quality of performance.

Specific Responsibilities:

Duties include, but are not necessarily limited to, the following.

Oversees all administrative operations of the organization, in keeping with the organizational mission, budget and mandates of the Board.

Hires, supervises, evaluates, terminates and establishes position descriptions of staff employees, in consultation with the Board and/or appropriate Board officers/Personnel Committee chair, relevant to the nature of the listed tasks. Reports staff employee proposed salary and fringe benefits provisions and costs to the Board for review, ratification or other action as the Board deems necessary.

Supervises and administers office business operations, including budget development and monitoring, following standard financial and accounting practices.

Cooperates and coordinates with the Music Director in order to prepare artistic programming, select and secure guest artists, and schedule rehearsals and concerts for the annual subscription concert series.

Negotiates contracts for rentals, guest artists and related hospitality requirements, post-concert receptions, and other special events relevant to the operations of the organization.

Serves as the lead person in administering the musicians union Master Agreement, which includes negotiations, in consultation with Board representative(s) and the Association legal representative as needed.

Initiates and executes Personal Service Agreements between the Association and orchestra musicians.

Serves as an ex-officio member of the Board of Trustees and designated committees.

1

07/2015

Attends, participates in and reports at meetings of the Board and its committees.

Participates in strategic planning with the Board.

Assists in the staffing of and works closely with and in support of standing and appointed committees of the Board.

Manages ticket sales, marketing, printed program preparation and advertising and other relevant activities for concerts and fundraising events in conjunction with the Development Committee of the Board.

Serves as spokesperson for the organization, with high community profile and involvement in public and media relations, in order to assist in the promotion of the cultural and educational goals of the Association.

Cooperates and coordinates with other area arts organizations as needed.

Oversees fundraising activities with the Development Committee. These include managing the annual fund and business campaigns, writing grants and working with appropriate Board and community members to secure large gifts and endowment funds.

Develops, implements and monitors effective educational and outreach programs in support of the organizational mission and vision.

Supports and, where appropriate, administratively assists the activities of the Springfield Youth Orchestras and Children's Chorus, the Women's Association of the Springfield Symphony Orchestra (WASSO) and the Springfield Symphony Orchestra Foundation.

Attends when possible, as allowed by Association budgetary considerations, professional meetings held by recognized relevant organizations, associations and/or societies in order to enhance individual and organizational professional growth.

Others, as may be assigned by the Board, following consultation with the Executive Director. Newly assigned job responsibilities shall be documented in writing and placed as an attachment to this Position Description.

Changes to the Position Description:

All parties to it recognize the dynamic evolutionary status of this Position Description. However, changes, additions or deletions may be made only under certain conditions.

- 1. During the contractual employment period of an Executive Director, changes, as assigned by the Board following consultation with the Executive Director, shall*

appear in writing in this Position Description. Only then may the Executive Director be held accountable for changed or added responsibilities.

2. *Between contractual employment periods or in anticipation of a renewed contractual employment period for the current Executive Director, changes, as assigned by the Board following consultation with the Executive Director, shall appear in writing in this Position Description. Only then may the Executive Director be held accountable for changed or added responsibilities.*
3. *Prior to the search for and replacement of an Executive Director, the Board of Trustees may make changes to this Position Description.*

The Personnel Committee shall periodically review the Executive Director Position Description for content and currency and report its findings to the Executive Committee/Board for information and/or recommended action.

3

03/1999

EMPLOYMENT CONTRACT EXECUTIVE DIRECTOR

(Example - modify as needed for currency)

*This agreement is made the ____ day of _____, between **THE SPRINGFIELD SYMPHONY ORCHESTRA**, 300 South Fountain Avenue, Springfield, Ohio 45502, ("Employer"), and _____ ("Employee").*

ARTICLE I TERM OF CONTRACT

This agreement will become effective on _____ and will continue in effect until termination as provided in this Agreement.

ARTICLE II
SERVICES TO BE PERFORMED BY EMPLOYEE

The Employee is employed as the Executive Director of the Springfield Symphony Orchestra and shall be responsible for the supervision of all operations of the organization as set forth in the Executive Director position description as determined by the Board of Trustees, from time to time. A copy of the current position description is attached.

ARTICLE III
COMPENSATION

- a. Salary: In consideration for the services to be performed by the Employee, Employer agrees to pay the Employee \$ _____ per annum.*
- b. Life Insurance: Employer will pay 100% towards a life insurance policy of \$15,000.*
- c. Health Insurance: Employer will pay 80% of the cost of medical benefits and will provide a local medical insurance policy if Employee chooses medical coverage.*
- d. Dental Insurance: Employer will pay 100% Single/80% Family of the cost of dental benefits if Employee chooses dental coverage, pending formation of an "employee coverage group".*
- e. Disability Benefits: Employer will pay 80% of the cost of disability benefits.*
- f. Retirement: The employer will establish a retirement program enabling Employee to contribute to the program and Employer will match Employee's contribution up to \$1200 per year.*
- g. Performance Evaluation: The Employee will be evaluated at the end of the fiscal year in accordance with the SSO Performance Review Process. At that time an increase in compensation will be considered.*
- h. Parking: The Employer shall provide free parking for the Employee.*

1 of 4
Employment Contract -

- i. Vacation: The Employee shall be entitled to a three (3) week vacation per calendar year (fifteen [15] days, counting Mondays through Fridays) with pay during the term of this agreement (pro-rated to be proportional with the length of time worked) to be taken at times most desired by the Employee whenever possible, but reserving to Employer the ultimate right to determine the vacation time to insure the efficient and orderly operation of the business.*
- j. Leave: The Employee shall be entitled to additional time off, as deemed appropriate by Employer. The Employee shall be entitled to all leave types applicable to the Executive Director as documented in the Springfield Symphony Orchestra Staff Leave Policy.*
- k. Holidays: The Employee shall be entitled to a holiday on each of the following days with full pay: New Year's Day, Martin Luther King Day, Veteran's Day, Memorial Day, the 4th of July, Labor Day, Columbus Day, Thanksgiving, the day after Thanksgiving, Christmas Eve and Christmas Day.*
- l. Business Expenses: The Employee is authorized to incur reasonable business expenses for promoting the business of the Employer, including expenditures for entertainment, education and travel. The Employer will reimburse the Employee for all business expenses provided that the Employee presents to the Employer documentary evidence (such as receipts or paid bills), stating sufficient information to establish the amount, date, place and the essential character of the expenditure.*
- m. Moving Expense: As determined by Employer, Employer will reimburse moving expenses up to \$ _____ to enable Employee to move to Springfield and Employer will reimburse Employee for the cost of a visit to Springfield to seek housing prior to starting employment.*

ARTICLE IV
OBLIGATIONS OF AN EMPLOYEE

- a. Dual Employment: Employee agrees to devote his or her full time and attention to the performance of the duties described in this agreement. Employee agrees that he or she will not be employed by any additional employers, persons or companies so long as this contract is in effect.
- b. Residence: Employee agrees to live in the Springfield/Clark County area.
- c. Assignment of Duties: Neither this Agreement nor any duties or obligations outside this Agreement may be assigned by Employee without the prior written consent of Employer.

ARTICLE V
OBLIGATIONS OF EMPLOYER

Neither this Agreement nor any duties or obligations outside this Agreement may be assigned by Employer without the prior written consent of Employee.

2 of 4
- Employment Contract -

ARTICLE VI
TERMINATION OF AGREEMENT

During the first year of this Agreement and thereafter, Employer shall have the right to terminate Employee's employment with or without cause. If, however, the termination of employment is without cause, Employee shall be entitled to severance pay in an amount equal to 30 days at the Employee's regular salary. "Cause" shall be defined to include an omission, act, action or series of omissions, acts or actions which constitute or result in: (1) dishonesty in Employee's financial dealings with the Symphony or its Board of Trustees; (2) a material breach by Employee of any provision of this Agreement; (3) the refusal of Employee to follow the policy and directives or obey the reasonable requests and directives of the President, Executive Committee, or Board of Trustees of the Symphony; and (4) conviction for a crime which constitutes a felony or misdemeanor involving moral turpitude or which has or may reasonably be expected to have a material adverse effect on the Symphony, its reputation or interests.

If Employee decides to terminate this Agreement, Employer requests that 30 days notice be given.

ARTICLE VII
GENERAL PROVISIONS

1. If any provision in this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
2. Any controversy or claim arising out of or relating to this agreement or the breach of this agreement will be settled by arbitration in accordance with the rules of the American Arbitration Association in Clark County, Ohio, and judgment on the arbitration award may be entered in any court of competent jurisdiction.
3. This agreement will be governed and construed in accordance with the laws of the State of Ohio.
4. This agreement supersedes any and all agreements, both oral and written, between the parties with respect to the rendering of services by Employee for Employer, and contains all of the covenants and agreements between the parties with respect to the rendering of these services in any manner whatsoever. Each party acknowledges that no representations, inducements, promises, or agreements, written or oral, have been made by either party, or by anyone acting on behalf of either party, that are not embodied in this Agreement. Any modification of this Agreement will be effective only if it is in writing signed by the party to be charged.

Executed at Springfield, Ohio.

_____, *Executive Director* *Date*

_____, *SSO Board of Trustees President* *Date*

It is the policy of the Springfield Symphony Orchestra Association to conduct an annual review of the performance of the Executive Director, beginning after the first year of employment, in order to both evaluate said performance and allow for the exchange of perspectives between the Executive Director and the reviewer(s) regarding such performance. The review process shall be administered by voting members of the Executive Committee and the review conducted by those same members or Elected Trustee(s) as may be designated by the Executive Committee, meeting as needed to complete the process, following the procedures described herein.

Timing and Action:

In April of each year at a mutually convenient date and time the reviewer(s) shall meet with the Executive Director to discuss and review the activities and performance of the Executive Director. This review may occur as part of an Executive Committee meeting in an executive session or as a separately scheduled event. Following this review, immediately or at a later date as desired, the reviewers, if more than one, shall meet to consider and vote on recommendation(s). If unanimity is not achieved, all positions shall be reported. The designated reviewer(s) shall report to the Executive Committee, which shall report to the Board. Results of this review and the vote count, if there are multiple reviewers, shall be presented to the Board in executive session for final action at the May Board meeting. The Executive Committee shall recommend either (1) continuation of employment, (2) continuation of employment with stipulations or (3) termination of employment.

The voting members of the Board shall act on the recommendation in executive session at the May Board meeting and confirm or deny the recommendation via motion. If conditions warrant, action may be delayed pending the calling of a special Board meeting for the purpose of further consideration of the Executive Committee recommendation. The President shall report the results to the Executive Director following such action if the Executive Director is in attendance at the May Board meeting. Notification of Board action shall be made by certified mail (1) if the Executive Director is not in attendance at the May Board meeting or (2) following action taken in a special Board meeting that does not include the presence of the Executive Director, thus precluding immediate notification. A vote of a simple majority is needed to confirm the recommendation. Approval of a motion to confirm a recommendation for continued employment shall, by its passage, give the President and/or Executive Committee the authority to consummate a new employment contract, if required, or continue an existing employment contract with the Executive Director.

The Executive Director may appeal the results to the Board for reconsideration within fourteen (14) calendar days of receipt of a verbal or written notice of the results. If necessary, a special Board meeting shall be held as soon as possible at a mutually convenient date and time to hear the basis for the appeal as presented by the Executive Director, to consider the appeal and to vote on the reconsideration. A vote of a simple

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majority is needed to approve continuation or termination of employment. Any action taken following reconsideration is final.

Basis for Performance Review:

The basis for the Performance Review shall be the Executive Director Position Description and Executive Director Employment Contract in effect for the contract period being reviewed. It is expected that continuing constructive feedback between the Executive Director and the Board shall be a matter of routine operations in the daily conduct of Symphony business. However, no agreement shall be made between any Board member and the Executive Director regarding the outcome of the review prior to the conduct of the review.

The Review Process:

The review process shall be conducted following one of two procedures, the procedure selected to be at the discretion of the administering members of the Executive Committee, except after the second year of an Executive Director's employment when Procedure II is required.

Procedure I – Informal review and discussion among the participants to consider such topics as described below without the use of formal written surveys.

Procedure II – More extensive review and discussion among the participants to consider topics as described below including the results of formal written surveys.

Topics for discussion may include but are not limited to: (1) Accomplishments and strengths, (2) Areas needing development, (3) Constraints, (4) Goals and (5) Employee comments. Unless required by the reviewer(s) upon notification to the Executive Director, the Executive Director may choose to prepare written discussion points for each topic as a type of self-assessment in preparation for the review, submitting these to the reviewers by an established deadline if required or, if voluntary, in advance of the review discussion if possible. Any such self-assessment and the reviewers' perception of performance relative to the Executive Director Position Description and Executive Director Employment Contract shall serve as reference points for the review discussions.

To assist in the review via Procedures I and II, the reviewer(s) shall annually solicit written voluntary comments from Board, Staff and Orchestra members. Formal written surveys consisting of quantifiable-response and open-comment questions shall be submitted to Board, Staff and Orchestra members for voluntary response after the second year of employment of an Executive Director and when Procedure II is otherwise selected (Board/Staff and Orchestra survey forms follow). Notification of comments being welcomed or surveys being distributed shall be made in time to allow for input and analysis prior to the review being conducted. Information gathered shall be considered by, but not used exclusively to override the judgment of the reviewer(s) in the conduct of the review and preparation of recommendations.

2

03/2018

Waiver Option - The Executive Committee reserves the right to determine that the specific use of Procedures I or II may be waived, except after the second year of an Executive Director's employment when Procedure II is required. Such a waiver may occur when it is the judgment of the Executive Committee that performance has been acceptable and timing or other circumstances do not permit the completion of the review per Procedures I or II.

However, the Executive Committee shall still:

- (1) conduct an in-person review discussion with the Executive Director,*
- (2) seek, to the extent possible, voluntary input from the board, staff and musicians regarding their perceptions of the Executive Director's performance;*
- (3) prepare a resolution for presentation to the Board to document the waiver and;*
- (4) include a recommendation for continued employment for the Board's concurrence by vote.*

This waiver option should be exercised with restraint while upholding the principle and concept of annual reviews as a means of exchange of performance perspectives.

*Sufficient time shall be allotted so as to allow for a full and complete discussion of all issues related to the Executive Director's performance raised by either the reviewer(s) or the Executive Director. Upon completion of review discussions the reviewer(s) shall proceed to or plan for consideration of the recommendations as required by the **Timing and Action** provisions.*

Documentation and Security of Reviews and Survey Results:

A record of the review discussion shall be made using the accompanying form. All forms, other items documenting annual reviews, Executive Director self-assessments and survey results shall be kept in a separate file, the "President's File: Annual Reviews - Executive Director", at the administrative offices of the Springfield Symphony Orchestra. Board members may, on a "need to know" basis, review this file at the SSO office while maintaining the security and confidentiality of its content. Files shall not be copied in any manner nor originals removed from the SSO office. Files regarding a specific individual shall be retained for a period of three (3) years after employment ceases.

SPRINGFIELD SYMPHONY ORCHESTRA ASSOCIATION

Executive Director Review Form

Employee Name: _____

Date: _____

Evaluation Period: _____

Accomplishments and Strengths:

Areas Needing Development:

Constraints:

Goals:

Employee Comments (optional):

Employee Signature: _____ Date: _____
(Signature indicates only that employee has seen and discussed this review.)

Board Rep. Signature: _____ Date: _____

Note: Additional sheets may be attached, as necessary, for any section.

Executive Director Evaluation Survey Form – Board/Staff Version

Please indicate the extent to which you agree with the following statements regarding the Executive Director by circling the appropriate number from the key. If you wish to add comments about an item you may do so on the back of this form; please reference the item by number. Date: _____

KEY: 1 = Strongly Agree or Always
2 = Agree or Usually
3 = Somewhat Agree or Sometimes

4 = Disagree or Rarely
5 = Strongly Disagree or Never
N = No Basis for Making a Judgment

- | | |
|---|-------------|
| 1. Exhibits a quality of leadership that commands respect. | 1 2 3 4 5 N |
| 2. Demonstrates sensitivity to the contributions made by musicians/staff of the orchestra. | 1 2 3 4 5 N |
| 3. Demonstrates a thorough knowledge of organizational operations.
N | 1 2 3 4 5 |
| 4. Demonstrates an advocacy for the orchestra in the community. | 1 2 3 4 5 N |
| 5. Demonstrates an understanding of the organization's strengths and limitations.
N | 1 2 3 4 5 |
| 6. Meets the administrative needs of the organization. | 1 2 3 4 5 N |
| 7. Meets the logistical needs of the organization. | 1 2 3 4 5 N |
| 8. Is diplomatic and communicates in a tactful and respectful manner. | 1 2 3 4 5 N |
| 9. Leadership style motivates organizational members to do their best. | 1 2 3 4 5 N |
| 10. Serves effectively as an administrative intermediary between the orchestra/staff and Board. | 1 2 3 4 5 N |

What do you see as the Executive Director's strengths?

What do you suggest could be done administratively to improve the organization and/or orchestra?

Your views about any other aspects of the organization administration are requested. Please add other comments or observations to the back of this form or use additional sheets if necessary. Try to be as specific as possible.

SPRINGFIELD SYMPHONY ORCHESTRA ASSOCIATION

Executive Director Evaluation Survey Form – Orchestra Version

Please indicate the extent to which you agree with the following statements regarding the Executive Director by circling the appropriate number from the key. If you wish to add comments about an item you may do so on the back of this form; please reference the item by number. Date: _____

KEY: 1 = Strongly Agree or Always
 2 = Agree or Usually
 3 = Somewhat Agree or Sometimes

4 = Disagree or Rarely
 5 = Strongly Disagree or Never
 N = No Basis for Making a Judgment

- | | |
|--|-------------|
| 1. Exhibits a quality of leadership that commands the respect of the orchestra.
N | 1 2 3 4 5 |
| 2. Demonstrates sensitivity to the contributions made by musicians of the orchestra. | 1 2 3 4 5 N |
| 3. Demonstrates a thorough knowledge of orchestra operations.
N | 1 2 3 4 5 |
| 4. Demonstrates an advocacy for the orchestra.
N | 1 2 3 4 5 |
| 5. Demonstrates an understanding of the orchestra's limitations.
N | 1 2 3 4 5 |
| 6. Effectively deals with orchestra-related concerns. | 1 2 3 4 5 N |
| 7. Meets the logistical needs of the orchestra. | 1 2 3 4 5 N |
| 8. Is diplomatic and communicates in a tactful and respectful manner.
N | 1 2 3 4 5 |
| 9. Leadership style motivates me to do my best when working with the orchestra. | 1 2 3 4 5 N |
| 10. Serves effectively as an administrative intermediary between the orchestra and the Board.
N | 1 2 3 4 5 |

What do you see as the Executive Director's strengths?

What do you suggest could be done administratively to improve the orchestra?

Please indicate your instrument group:

_____ *Strings* _____ *Brass* _____ *Woodwinds* _____ *Percussion*

Your views about any other aspects of the organization administration are requested. Please add other comments or observations to the back of this form or use additional sheets if necessary. Try to be as specific as possible.

SPRINGFIELD SYMPHONY ORCHESTRA ASSOCIATION

Education and Outreach Manager

Position Description

Introduction:

The Education and Outreach Manager is hired, in consultation with the Board of Trustees, by the Executive Director and is under contract to the Springfield Symphony Orchestra Association. Salary and fringe benefit compensation shall be determined via formal action of the Board of Trustees at the time of hire and periodically otherwise as deemed appropriate. The Education and Outreach Manager, an at will full-time salaried Fair Labor Standards Act exempt position, is responsible to and subject to the direct supervision of the Executive Director. The Education and Outreach Manager shall be responsible for the supervision of operations of the Symphony in the areas specified below and assist the Executive Director and the Music Director, as needed, to advance the mission of the Association.

Specific Responsibilities:

Duties include, but are not necessarily limited to, the following areas.

Education Programs, Audience, and Community Outreach –

Manages, as budgetary support allows, the administration and logistics of educational programs such as the Youth Orchestras, Children's Chorus, In-School Ensemble program, Concerts for Young People, Students at the Symphony and others as may be developed and/or assigned.

Coordinate/facilitate community engagement opportunities to support SSO awareness.

Serves as a member of the Education Committee of the Board of Trustees and supports the administration, communication and logistics of the Committee.

Performances –

Coordinates pre-concert special events or activities as appropriate.

Schedules moving and return of percussion equipment for SSO and SYS/SYSE/SYCO rehearsals/performances between storage site and concert venues.

Fundraising –

Oversees and/or assists with the administration and logistics of any fundraiser/special events such as Flavors and Playathon or others that may be developed by the Association, as may be assigned by the Executive Director.

Prepares grant proposals and assists in securing sponsorship for Education activities as may be assigned by the Executive Director.

Administration –

Manages/implements social media efforts, marketing, information technology procedures and assists with SSOA website.

Assists with the administration and logistics in preparation of the concert season Program Books.

Represents the SSO at community events as assigned by the Executive Director Establish and maintain a good working relationship with the Performing Arts Center staff.

Attends Board of Trustees meetings and other Committee meetings as needed.

Others duties, as may be assigned by the Executive Director, following consultation, if deemed appropriate, with the Board. Newly assigned job responsibilities shall be documented in writing and placed as an attachment to this Position Description.

Changes to the Position Description:

All parties to it recognize the dynamic evolutionary status of this Position Description. However, changes, additions or deletions may be made only under certain conditions.

- 1. During the contractual employment period of an Education and Outreach Manager, changes, as appropriately assigned by the Executive Director, shall appear in writing in this Position Description. Only then may the Education and Outreach Manager be held accountable for changed or added responsibilities.*
- 2. Between contractual employment periods or in anticipation of a renewed contractual employment period for the current Education and Outreach Manager, changes, as appropriately assigned by the Executive Director, shall appear in writing in this Position Description. Only then may the Education and Outreach Manager be held accountable for changed or added responsibilities.*
- 3. Prior to the search for and replacement of an Education and Outreach Manager, the Executive Director may, in consultation with and the approval of the Board of Trustees, make changes to this Position Description.*

The Personnel Committee shall periodically review the Education and Outreach Manager Position Description for content and currency and report its findings to the Executive Committee/Board for information and/or recommended action.

2

03/2018

EMPLOYMENT CONTRACT EDUCATION AND OUTREACH MANAGER

(Example - modify as needed for currency)

*This agreement is made the ____ day of _____, between **THE SPRINGFIELD SYMPHONY ORCHESTRA**, 300 South Fountain Avenue, Springfield, Ohio 45502, ("Employer"), and*

_____ ("Employee").

ARTICLE I
TERM OF CONTRACT

This agreement will become effective on _____ and will continue in effect until termination as provided in this Agreement.

ARTICLE II
SERVICES TO BE PERFORMED BY EMPLOYEE

The Employee is employed as the Education and Outreach Manager of the Springfield Symphony Orchestra and shall be responsible for those operations of the organization as set forth in the Education and Outreach Manager position description, as determined by the Executive Director in consultation with the Board of Trustees, from time to time. A copy of the current position description is attached.

ARTICLE III
COMPENSATION

- a. Salary: In consideration for the services to be performed by the Employee, Employer agrees to pay the Employee \$ _____ per annum.
- b. Life Insurance: Employer will pay 100% towards a life insurance policy of \$15,000.
- c. Health Insurance: Employer will pay 80% of the cost of medical benefits and will provide a local medical insurance policy if Employee chooses medical coverage.
- d. Dental Insurance: Employer will pay 100% Single/80% Family of the cost of dental benefits if Employee chooses dental coverage, pending formation of an "employee coverage group".
- e. Disability Benefits: Employer will pay 80% of the cost of disability benefits.
- f. Retirement: The employer will establish a retirement program enabling Employee to contribute to the program and Employer will match Employee's contribution up to \$1200 per year.
- g. Performance Evaluation: The Employee will be evaluated at the end of the fiscal year in accordance with evaluation procedures established and administered by the Executive Director. At that time an increase in compensation will be considered.

1 of 4

- Employment Contract -

- h. Parking: The Employer shall provide free parking for the Employee.
- i. Vacation: The Employee shall be entitled to a three (3) week vacation per calendar year (fifteen [15] days, counting Mondays through Fridays) with pay during the term of this agreement (prorated to be proportional with the length of time worked) to be taken at times most desired by the Employee whenever possible, but reserving to Employer the ultimate right to determine the vacation time to insure the efficient and orderly operation of the business.
- j. Leave: The Employee shall be entitled to additional time off, as deemed appropriate by Employer. The Employee shall be entitled to all leave types applicable to the Education and Outreach Manager as documented in the Springfield Symphony Orchestra Staff Leave Policy.
- k. Holidays: The Employee shall be entitled to a holiday on each of the following days with full pay: New Year's Day, Martin Luther King Day, Veteran's Day, Memorial Day, the 4th of July, Labor Day, Columbus Day, Thanksgiving, the day after Thanksgiving, Christmas Eve and Christmas Day.
- l. Business Expenses: The Employee is authorized to incur reasonable business expenses for promoting the business of the Employer, including expenditures for entertainment, education and travel. The Employer will reimburse the Employee for all business expenses provided that the Employee presents to the Employer documentary evidence (such as receipts or paid bills), stating sufficient information to establish the amount, date, place and the essential character of the expenditure.

- m. Moving Expense: As determined by Employer, Employer will reimburse moving expenses up to \$ _____ to enable Employee to move to Springfield and Employer will reimburse Employee for the cost of a visit to Springfield to seek housing prior to starting employment.

ARTICLE IV
OBLIGATIONS OF AN EMPLOYEE

- a. Dual Employment: Employee agrees to devote his or her full time and attention to the performance of the duties described in this agreement. Employee agrees that he or she will not be employed by any additional employers, persons or companies so long as this contract is in effect.
- b. Residence: Employee agrees to live in the Springfield/Clark County area.
- c. Assignment of Duties: Neither this Agreement nor any duties or obligations outside this Agreement may be assigned by Employee without the prior written consent of Employer.

ARTICLE V
OBLIGATIONS OF EMPLOYER

Neither this Agreement nor any duties or obligations outside this Agreement may be assigned by Employer without the prior written consent of Employee.

2 of 4
- Employment Contract -

ARTICLE VI
TERMINATION OF AGREEMENT

During the first year of this Agreement and thereafter, Employer shall have the right to terminate Employee's employment with or without cause. If, however, the termination of employment is without cause, Employee shall be entitled to severance pay in an amount equal to 30 days at the Employee's regular salary. "Cause" shall be defined to include an omission, act, action or series of omissions, acts or actions which constitute or result in: (1) dishonesty in Employee's financial dealings with the Symphony or its Board of Trustees; (2) a material breach by Employee of any provision of this Agreement; (3) the refusal of Employee to follow the policy and directives or obey the reasonable requests and directives of the President, Executive Committee, Board of Trustees or Executive Director of the Symphony; and (4) conviction for a crime which constitutes a felony or misdemeanor involving moral turpitude or which has or may reasonably be expected to have a material adverse effect on the Symphony, its reputation or interests.

If Employee decides to terminate this Agreement, Employer requests that 30 days notice be given.

ARTICLE VII
GENERAL PROVISIONS

1. If any provision in this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
2. Any controversy or claim arising out of or relating to this agreement or the breach of this agreement will be settled by arbitration in accordance with the rules of the American Arbitration Association in Clark County, Ohio, and judgment on the arbitration award may be entered in any court of competent jurisdiction.
3. This agreement will be governed and construed in accordance with the laws of the State of Ohio.
4. This agreement supersedes any and all agreements, both oral and written, between the parties with respect to the rendering of services by Employee for Employer, and contains all of the covenants and agreements between the parties with respect to the rendering of these services in any manner whatsoever. Each party acknowledges that no representations, inducements, promises, or agreements, written or oral, have been made by either party, or by anyone acting on behalf of either party, that are not embodied in this

Agreement. Any modification of this Agreement will be effective only if it is in writing signed by the party to be charged.

*3 of 4
- Employment Contract -*

Executed at Springfield, Ohio.

, Education and Outreach Manager *Date*

, SSO Board of Trustees President *Date*

SPRINGFIELD SYMPHONY ORCHESTRA ASSOCIATION

Education Coordinator

Position Description

Introduction:

The Education Coordinator, an at will part-time position, is hired, in consultation with the Board of Trustees, by the Executive Director and is under contract to the Springfield Symphony Orchestra Association. Compensation shall be determined via formal action of the Board of Trustees at the time of hire and periodically otherwise as deemed appropriate. Currently, the position is paid for hourly work.

The Education Coordinator is responsible to and subject to the direct supervision of the Executive Director and Education and Outreach Manager. The Education Coordinator shall be responsible for the supervision of operations of the Symphony in the areas specified below and assist the Education and Outreach Manager, as needed, to advance the mission of the Association. The person holding this position must be present for all SYO/SCC rehearsals throughout the school year (August – March) and all SYO/SCC performances (including set-up and tear down directly before and after each, respectively). All rehearsals take place on Monday evenings from 6:00 PM – 9:00 PM at the John Legend Theater. The position holder might be asked to perform additional tasks outside the regular rehearsal/performance schedule according to their own availability, and will be compensated for such according to the hourly rate.

Specific Responsibilities:

Duties include, but are not necessarily limited to, the following areas.

Youth Orchestras and Children's Chorus:

Assist the Education and Outreach Manager in coordinating the audition process, including music excerpt preparation for mailings, judge's materials, and check-in rosters.

Assist the Education and Outreach Manager in coordinating student recruiting. Prepare promotional materials & mailings for auditions. Prepare annual summer mailings of new-season packets to students.

Administer "Live Wire," the SYO chamber music program: assist with copying music, supervising rehearsals, passing out information to students, and maintaining the coaching schedule. Supervise ensembles at events and serve as Master of Ceremonies as necessary.

Assist with maintaining the youth orchestra music library; checking in new music, copying parts, putting student folders together, and providing parts as needed during rehearsals.

Assist with preparation of all printed materials – Handbook, forms, brochures, mailings, schedules, and promotional materials.

I

08/2018

Maintain student attendance data for each youth orchestra rehearsal.

Work with the Springfield Youth Orchestras Parents Association.

Oversee rehearsal setup and teardown, and operations logistics for all concerts and rehearsals.

Assist the Education and Outreach Manager in coordinating the annual Playathon fundraiser/education retreat.

Project Protégé Program:

Prepare student schedules based on SSO musician Personal Service Agreements to hand out to students to determine availability for all concerts.

Coordinate all communication with Protégé students for each concert.

Communicate with SSO personnel manager and librarian regarding student names, addresses, and on which concerts they will be performing.

Students at the Symphony Program:

Assist the Education and Outreach Manager in preparing and assembling curriculum guides for each concert, if needed.

Deliver concert tickets and curriculum guides to participating schools/teachers.

Meet and greet the Students at the Symphony participants and teachers at Springfield Symphony concerts, help them find their seats, and attend to any other needs that the student groups may have the night of the concert.

Other duties, as may be assigned by the Education and Outreach Manager or Executive Director, following consultation, if deemed appropriate, with the Board. Newly assigned job responsibilities shall be documented in writing and placed as an attachment to this Position Description.

Skills and Abilities Required:

Proficiency in Microsoft Office Suite, computer skills, communication and writing skills, public speaking and organizational skills.

Ability to manage multiple tasks.

Ability to interact well with parents and students in a professional arts environment.

Must have basic musical knowledge.

Must be comfortable moving equipment (i.e., stands, chairs, percussion equipment, pianos, etc.)

Changes to the Position Description:

The Board of Trustees reserves the right to revise this position description as necessary.

2

08/2018

SPRINGFIELD SYMPHONY ORCHESTRA ASSOCIATION

Education Coordinator

Employment Letter of Agreement Contract

Dear _____:

This letter shall serve as an agreement for your services as Education Coordinator for the Springfield Symphony Orchestra Association's education programs commencing _____. It is understood that in this capacity you function through the supervisory authority of the SSOA Education and Outreach Manager and Executive Director.

You agree to perform the duties and responsibilities as outlined in the attached position description. Hours will vary based on duties at particular times. Duties will require telephone and email access, as well as travel to and from rehearsal/performance locations. These items are inclusive in the total compensation. The SSO Association shall compensate you at the rate of \$ _____ per hour, to be paid on a bimonthly draw and minus appropriate withholdings. This letter of agreement contains a full disclosure of compensation for this part time position and no other form of compensation is implied.

Continuation of your designation as Education Coordinator in this at will position is at the discretion of the SSOA Board of Trustees, which may act at any time as deemed necessary, through management authority of the Executive Director, to continue or terminate employment. Please be advised that, in the event of employment termination for any reason, salary payments shall cease commensurate with the last date of active employment.

If you should at any time choose to resign this position, it is requested that 30 days notice be given.

We look forward to the success of our education programs under your leadership.

Yours truly,

*For the SSOA
(Name)
Executive Director*

Agreed to by: _____
Education Coordinator

Date: _____

08/2018

SPRINGFIELD SYMPHONY ORCHESTRA ASSOCIATION

Development Director

Position Description

Introduction:

The Development Director, an at will part-time position, is hired, in consultation with the Board of Trustees, by the Executive Director and is under contract to the Springfield Symphony Orchestra Association. Compensation shall be determined via formal action of the Board of Trustees at the time of hire and periodically otherwise as deemed appropriate. The Development Director is responsible to and subject to the direct supervision of the Executive Director and is responsible for conducting the fundraising activities indicated. The Development Director will assist the staff in coordinating Board of Trustee fundraising activities to ensure a comprehensive and coordinated fundraising effort.

Responsibilities:

Duties include, but are not necessarily limited to, the following.

Coordinate and manage the business campaign. Develop year-round relationships with businesses. Expand business support to include businesses from Green and Champaign counties as well as across Clark County.

Assist and support the designated committee chairman with the annual fund drive (individual households).

Solicit business and individual sponsorships for concerts and events in cooperation with the Executive Director.

Make cultivation calls and follow-up on key and potential donors.

Develop donor profiles and maintain the donor database.

Coordinate Music Director appointments with key donors and sponsors.

Improve donor knowledge of and engagement in symphony activities.

Skills and Abilities Required:

Proven record in successful fundraising activities.

Knowledge of and contacts in the greater Springfield business and philanthropic segments of the community.

Enthusiasm for fundraising.

1

09/2013

Proficiency in Microsoft Office (Word, Excel, Access).

Changes to the Position Description:

The Board of Trustees reserves the right to revise this position description as necessary.

2

09/2013

SPRINGFIELD SYMPHONY ORCHESTRA ASSOCIATION

Development Director

Employment Letter of Agreement Contract

Dear _____:

This letter shall serve as an agreement for your services as Development Director for the Springfield Symphony Orchestra Association commencing _____. It is understood that in this capacity you function through the supervisory authority of the SSOA Executive Director.

You agree to perform the duties and responsibilities as outlined in the attached position description. In return, the SSO Association shall compensate you at the rate of \$_____ per annum, to be paid on a bimonthly draw and minus appropriate withholdings. The salary is based on an expectation of 720 hours per year, averaging 15 hours per week for 48 weeks. This letter of agreement contains a full disclosure of compensation for this part time position and no other form of compensation is implied.

Continuation of your designation as Development Director in this at will position is at the discretion of the SSOA Board of Trustees, which may act at any time as deemed necessary, through management authority of the Executive Director, to continue or terminate employment. Please be advised that, in the event of employment termination for any reason, salary payments shall cease commensurate with the last date of active employment.

If you should at any time choose to resign this position, it is requested that 30 days notice be given.

I look forward to working with you.

Yours truly,

*For the SSO,
(Name)
Executive Director*

Agreed to by: _____
Development Director

Date: _____

09/2013

SPRINGFIELD SYMPHONY ORCHESTRA ASSOCIATION

Customer Relations Manager

Position Description

Introduction:

The Customer Relations Manager is hired, in consultation with the Board of Trustees, by the Executive Director and is under contract to the Springfield Symphony Orchestra Association. Salary and fringe benefit compensation shall be determined via formal action of the Board of Trustees at the time of hire and periodically otherwise as deemed appropriate. The Customer Relations Manager, an at will full-time salaried Fair Labor Standards Act non-exempt position, is responsible to and subject to the overall supervision of the Executive Director but may receive actionable task assignments from both the Executive Director and the Education and Outreach Manager and is responsible for conducting the general office administrative operations indicated.

Responsibilities:

Duties include, but are not necessarily limited to, the following.

Performs office bookkeeping, including data entry, internal accounting, invoicing, accounts payable and receivable, preparation of checks, deposits and related financial actions, including light payroll data entry.

Performs administrative data entry for annual fund, business campaign, program book advertising, education programs and special events; prepares correspondence related to those activities.

Prepares correspondence and typed material for development, marketing, program book and education activities, and assists with WASSO activities, as needed.

Coordinates/prepares mailings for fund drives and special events.

Maintains inventory and processes ordering of all office supplies.

Provides information to the public via in-person reception, telephone reception and responses to written inquiries in a professional and pleasant manner.

Performs maintenance tasks associated with routine office administration such as stocking shelves, moving paper, program book boxes etc.

Minimal evening and weekend hours sometimes required for some Symphony events and fundraisers.

Other duties as assigned.

1

07/2015

Skills and Abilities Required:

Proficiency in Microsoft Office 2010 (Word, Excel, Access, Outlook) and Windows 7, with a typing level of at least 45 words per minute. Proficiency with QuickBooks. Proficient with data processing, data entry, and data maintenance in Access and other donor database programs as required.

Must have excellent oral and written communication skills and be able to manage projects and multi-step tasks in a fast-paced, deadline oriented environment.

Changes to the Position Description:

The Board of Trustees reserves the right to revise this position description as necessary.

EMPLOYMENT CONTRACT

CUSTOMER RELATIONS MANAGER

(Example - modify as needed for currency)

This agreement is made the ____ day of _____, between **THE SPRINGFIELD SYMPHONY ORCHESTRA**, 300 South Fountain Avenue, Springfield, Ohio 45502, ("Employer"), and _____ ("Employee").

ARTICLE I

TERM OF CONTRACT

This agreement will become effective on _____ and will continue in effect until termination as provided in this Agreement.

ARTICLE II

SERVICES TO BE PERFORMED BY EMPLOYEE

The Employee is employed as the Customer Relations Manager of the Springfield Symphony Orchestra and shall be responsible for those operations of the organization as set forth in the Customer Relations Manager position description, as determined by the Executive Director in consultation with the Board of Trustees, from time to time. A copy of the current position description is attached.

ARTICLE III

COMPENSATION

- a. Salary: In consideration for the services to be performed by the Employee, Employer agrees to pay the Employee \$ _____ per annum.
- b. Life Insurance: Employer will pay 100% towards a life insurance policy of \$15,000.
- c. Health Insurance: Employer will pay 80% of the cost of medical benefits and will provide a local medical insurance policy if Employee chooses medical coverage.
- d. Dental Insurance: Employer will pay 100% Single/80% Family of the cost of dental benefits if Employee chooses dental coverage, pending formation of an "employee coverage group".
- e. Disability Benefits: Employer will pay 80% of the cost of disability benefits.
- f. Retirement: The employer will establish a retirement program enabling Employee to contribute to the program and Employer will match Employee's contribution up to \$1200 per year.
- g. Performance Evaluation: The Employee will be evaluated at the end of the fiscal year in accordance with evaluation procedures established and administered by the Executive Director. At that time an increase in compensation will be considered.

1 of 4

- Employment Contract -

- h. Parking: The Employer shall provide free parking for the Employee.
- i. Vacation: The Employee shall be entitled to a three (3) week vacation per calendar year (fifteen [15] days, counting Mondays through Fridays) with pay during the term of this agreement (pro-rated to be proportional with the length of time worked) to be taken at times most desired by the Employee whenever possible, but reserving to Employer the ultimate right to determine the vacation time to insure the efficient and orderly operation of the business.
- j. Leave: The Employee shall be entitled to additional time off, as deemed appropriate by Employer. The Employee shall be entitled to all leave types applicable to the Customer Relations Manager as documented in the Springfield Symphony Orchestra Staff Leave Policy.
- k. Holidays: The Employee shall be entitled to a holiday on each of the following days with full pay: New Year's Day, Martin Luther King Day, Veteran's Day, Memorial Day, the 4th of July,

Labor Day, Columbus Day, Thanksgiving, the day after Thanksgiving, Christmas Eve and Christmas Day.

l. Business Expenses: The Employee is authorized to incur reasonable business expenses for promoting the business of the Employer, including expenditures for entertainment, education and travel. The Employer will reimburse the Employee for all business expenses provided that the Employee presents to the Employer documentary evidence (such as receipts or paid bills), stating sufficient information to establish the amount, date, place and the essential character of the expenditure.

m. Moving Expense: As determined by Employer, Employer will reimburse moving expenses up to \$_____ to enable Employee to move to Springfield and Employer will reimburse Employee for the cost of a visit to Springfield to seek housing prior to starting employment.

ARTICLE IV **OBLIGATIONS OF AN EMPLOYEE**

a. Dual Employment: Employee agrees to devote his or her full time and attention to the performance of the duties described in this agreement. Employee agrees that he or she will not be employed by any additional employers, persons or companies so long as this contract is in effect.

b. Residence: Employee agrees to live in the Springfield/Clark County area.

c. Assignment of Duties: Neither this Agreement nor any duties or obligations outside this Agreement may be assigned by Employer without the prior written consent of Employer.

ARTICLE V **OBLIGATIONS OF EMPLOYER**

Neither this Agreement nor any duties or obligations outside this Agreement may be assigned by Employer without the prior written consent of Employee.

2 of 4

- Employment Contract -

ARTICLE VI **TERMINATION OF AGREEMENT**

During the first year of this Agreement and thereafter, Employer shall have the right to terminate Employee's employment with or without cause. If, however, the termination of employment is without cause, Employee shall be entitled to severance pay in an amount equal to 30 days at the Employee's regular salary. "Cause" shall be defined to include an omission, act, action or series of omissions, acts or actions which constitute or result in: (1) dishonesty in Employee's financial dealings with the Symphony or its Board of Trustees; (2) a material breach by Employee of any provision of this Agreement; (3) the refusal of Employee to follow the policy and directives or obey the reasonable requests and directives of the President, Executive Committee, Board of Trustees or Executive Director of the Symphony; and (4) conviction for a crime which constitutes a felony or misdemeanor involving moral turpitude or which has or may reasonably be expected to have a material adverse effect on the Symphony, its reputation or interests.

If Employee decides to terminate this Agreement, Employer requests that 30 days notice be given.

ARTICLE VII **GENERAL PROVISIONS**

1. If any provision in this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

2. Any controversy or claim arising out of or relating to this agreement or the breach of this agreement will be settled by arbitration in accordance with the rules of the American Arbitration Association in Clark

County, Ohio, and judgment on the arbitration award may be entered in any court of competent jurisdiction.

3. This agreement will be governed and construed in accordance with the laws of the State of Ohio.

4. This agreement supersedes any and all agreements, both oral and written, between the parties with respect to the rendering of services by Employee for Employer, and contains all of the covenants and agreements between the parties with respect to the rendering of these services in any manner whatsoever. Each party acknowledges that no representations, inducements, promises, or agreements, written or oral, have been made by either party, or by anyone acting on behalf of either party, that are not embodied in this Agreement. Any modification of this Agreement will be effective only if it is in writing signed by the party to be charged.

*3 of 4
- Employment Contract -*

Executed at Springfield, Ohio.

, Customer Relations Manager *Date*

, SSO Board of Trustees President *Date*

SPRINGFIELD SYMPHONY ORCHESTRA ASSOCIATION

Music Director & Conductor

Position Description

Introduction:

The Music Director & Conductor, referred to throughout as the Music Director, is hired by and is under contract to the Springfield Symphony Orchestra Association. Salary and fringe benefit compensation shall be determined via formal action of the Board of Trustees at the time of hire and periodically otherwise as deemed appropriate. The Music Director, an at will position, is responsible to and subject to the direct supervision of the Board of Trustees. Except for those duties specifically retained by the Board, the Music Director shall be responsible for the supervision of all artistic operations of the Symphony and the maintenance of the artistic quality of performances. The Music Director shall work in cooperation with the Board and Executive Director and within the guidelines established by the Board.

Specific Responsibilities:

Duties include, but are not necessarily limited to, the following areas.

Artistic Selection and Performance -

Plans, rehearses and conducts the subscription concert series. This includes the selection of works to be performed, the determination of the number and kinds of rehearsals required for performance, the timely and effective use of musician services and stage setup to present the Orchestra at its best acoustically and visually.

Plans, rehearses and conducts other SSO concerts, based on prior agreement with the Board to do so. Selects works to be performed and determines the number and kinds of rehearsals required for performance as well as optimum stage setup.

Conducts auditions, selects all playing personnel and determines seating within each section of the Orchestra. Will consult with Personnel Manager and Principal players of the Orchestra regarding substitutes and seating.

Issues non-renewals to musicians, pursuant to the provisions of the Master Agreement, when necessary to maintain continuous quality of performance and ensure reasonable artistic growth of the Orchestra.

Selects guest artists in coordination with the Executive Director, and advises Executive Director regarding Guest Conductors.

Consults with the Board of Trustees in the course of planning the subscription concert series or other Orchestra concerts for which the Music Director is responsible.

Develops and maintains the total artistic quality of the Orchestra and advises the Board on matters that concern the overall development of the Orchestra as an artistic entity.

Advises the Executive Director on a regular basis regarding the performance of the SSO Assistant Music Conductor, Orchestra Librarian, Orchestra Personnel Manager, and Youth Orchestras/Children s Chorus Conductor(s) and assists the Executive Director in his or her performance of the annual written review of the performance of these positions.

Maintains current knowledge of and participates in when possible, as allowed by Association budgetary considerations and personal time constraints, professional musical activities of recognized relevant organizations, associations and/or societies in order to enhance individual and organizational professional growth.

Continues the development and enhancement of personal musical skills.

Administrative/Educational Activities -

Adheres to any and all relevant personnel and budgetary policies established by the Board of Trustees.

Maintains communications with the Board of Trustees and Executive Director in the most convenient way available in order to advise the Association regarding artistic, musical personnel and related union matters.

Serves as an ex-officio member of the Board of Trustees and designated committees. The Music Director shall attend all regularly scheduled meetings of the Board of Trustees and, subject to the provision of reasonable notice, shall attend such meetings as may be requested by the Board or its committees.

Maintains a liaison relationship of cooperation with the Springfield Youth Orchestras, Children s Chorus and Conductors by providing artistic advice.

Makes reasonable efforts to attend performances of the Youth Symphony as scheduled between the Board of Trustees and the Music Conductor. At a minimum, this includes attendance and participation in one Youth Symphony rehearsal, given reasonable notice of the time and date of said rehearsals.

Understands and functions within any Master Agreement established between the Association and the Orchestra, its members and union.

Collaborates with the Association staff to enhance marketing, increase ticket sales and attract new audiences across all age groups.

2

04/2011

Takes an active role in planning and developing all of the Association's educational programs, including providing on an annual basis advice and recommendations for consideration by the Education Committee of the Board of Trustees. This also includes programming young people's concerts, as well as leadership participation in educational activities such as training programs, youth orchestras, master classes and pre-concert activities as scheduled on an annual basis.

Serves as a visible public Orchestra representative to the Springfield, Ohio regional community in order to assist in the promotion of the cultural and educational goals of the Association. This includes working with the Executive Director and/or the Board of Trustees to establish a schedule of donor lunches and other community contacts. Subject to reasonable notice, this includes attendance at all official Association functions, receptions and the like such as post-concert and fundraising activities. Advanced timely notification of desired or required attendance by the Music Director shall be given by the Association.

Others, as may be assigned by the Board, following consultation with the Music Director. Newly assigned job responsibilities shall be documented in writing and placed as an attachment to this Position Description.

Changes to the Position Description:

All parties to it recognize the dynamic evolutionary status of this Position Description. However, changes, additions or deletions may be made only under certain conditions.

1. During the contractual employment period of a Music Director, changes, as assigned by the Board following consultation with the Music Director, shall appear in writing in this Position Description. Only then may the Music Director be held accountable for changed or added responsibilities.
2. Between contractual employment periods or in anticipation of a renewed contractual employment period for the current Music Director, changes, as assigned by the Board following consultation with the Music Director, shall appear in writing in this Position Description. Only then may the Music Director be held accountable for changed or added responsibilities.
3. Prior to the search for and replacement of a Music Director, the Board of Trustees may make changes to this Position Description.

The Personnel Committee shall periodically review the Music Director & Conductor Position Description for content and currency and report its findings to the Executive Committee/Board for information and/or recommended action.

3

04/2011

EMPLOYMENT CONTRACT MUSIC DIRECTOR & CONDUCTOR

(Example - modify as needed for currency)

This agreement is made the ____ day of _____ between **THE SPRINGFIELD SYMPHONY ORCHESTRA**, 300 South Fountain Avenue, Springfield, Ohio 45502, ("Employer"), and _____ ("Employee").

ARTICLE I TERM OF CONTRACT

This agreement will become effective on _____ and will continue in effect until termination as provided in this Agreement.

ARTICLE II SERVICES TO BE PERFORMED BY EMPLOYEE

The Employee is employed as the Music Director & Conductor of the Springfield Symphony Orchestra and shall be responsible for duties as set forth in the Music Director & Conductor Position Description as determined by the Board of Trustees, from time to time. A copy of the current position description is attached. Employee is expected to prepare for and conduct up to ____ concerts per year to include the Subscription Series and all orchestra rehearsals incident thereto. Employee has artistic authority for the orchestra, consistent with the provisions of the Music Director & Conductor Position Description.

In the event extra performances are scheduled, Employee will be compensated for the performances at the rate of \$ _____ per orchestra service. Employee and Employer will agree on the number of services required to support additional performances. For the purposes of this contract, planning a new concert will be considered the equivalent of one orchestra service. Should this be invoked, payment for extra services will be made to _____ (name of

music director or agent).

Employee is expected to promote the best interests of the SSO by actively participating in public activities concerned with the growth and welfare of the SSO, by establishing and maintaining personal relationships with Board members and others in the private, public, and corporate community, and by collaborating effectively with other Springfield arts organizations. Employee will communicate in a dynamic way the positive story of the SSO in both large and small groups.

Employee may accept engagements with other organizations, provided such engagements do not conflict with performance of SSO duties hereunder. The Employee shall coordinate other such engagements with the SSO in advance of committing to them to ensure availability when scheduled for SSO services pursuant to this Agreement, and such agreements shall not be in conflict therewith. Beginning in Year Two, Employee shall have the right to request one release per season from the established performance schedule of non-subscription concerts, such release to be requested of the Board, which shall not unreasonably withhold its approval. If release is granted, Employee would find the guest conductor and pay the engagement fee of the guest conductor.

1 of 4
-Employment Contract--

If, as a new hire, in the first year of the contract, prior commitments made by Employee conflict with SSO scheduled concerts, Employee will assist in finding a guest conductor and will pay one half of the engagement fee of the guest conductor. Employee shall advise Employer of any such commitments in a timely manner.

In the event of Employee illness for a scheduled concert service, Employee would help secure a mutually acceptable replacement at a mutually acceptable fee, with such fee paid by the SSO with no deduction from Employee's salary.

Employee should expect to devote a sufficient number of days in Springfield to diligently fulfill conducting and non-conducting duties. Prior to any given year of this agreement, Employer and Employee may specify a minimum number of days to be spent in Springfield.

ARTICLE III
COMPENSATION

- a. Salary: In consideration for the services to be performed by the Employee, Employer agrees to pay the Employee \$ _____ per annum for the first year of the contract, paid in equal payments every other week.
- b. Life Insurance: Employer will pay 100% towards a life insurance policy of \$15,000.
- c. Health Insurance: Employer will pay 80% of the cost of medical benefits and will provide a local medical insurance policy if Employee chooses medical coverage.
- d. Dental Insurance: Employer will pay 100% Single/80% Family of the cost of dental benefits if Employee chooses dental coverage, pending formation of an "employee coverage group".
- e. Disability Benefits: Employer will pay 80% of the cost of disability benefits.
- f. Retirement: Employer will establish a retirement program enabling Employee to contribute to the program, and Employer will match Employee's contribution up to \$1200 per year.
- g. Business Expenses: The Employee is authorized to incur reasonable business expenses for promoting the business of the Employer, including expenditures for patron/donor cultivation, entertainment, education and travel (mileage is paid at \$ ___ per mile). The Employer will reimburse the Employee for all business expenses provided that the Employee presents to the Employer documentary evidence (such as receipts or paid bills), stating sufficient information to establish the amount, date, place and the essential character of the expenditure. Employer will pay for hotel accommodations for any required overnight stays in Springfield.
- h. Parking: The Employer shall provide free parking for the Employee.
- i. Performance Evaluation: The salary for subsequent years will be determined annually and approved at the Annual Meeting of the SSO Board of Trustees held in May, following a formal performance review subject to the provisions of the Music Director and Conductor Performance Review Process.

ARTICLE IV
OBLIGATIONS OF EMPLOYEE

Neither this Agreement nor any duties or obligations outside this Agreement may be assigned by Employee without the prior written consent of Employer.

Employee will include reference to the position of SSO Music Director & Conductor in any official biography.

ARTICLE V
OBLIGATIONS OF EMPLOYER

Neither this Agreement nor any duties or obligations outside this Agreement may be assigned by Employer without the prior written consent of Employee.

Employee's name will be placed on official SSO printed materials and advertising.

ARTICLE VI
TERMINATION OF AGREEMENT

During the first year of this Agreement and thereafter, Employer shall have the right to terminate Employee's employment with or without cause. If, however, the termination of employment is without cause, Employee shall be entitled to severance pay in an amount equal to 30 days at the Employee's regular salary. "Cause" shall be defined to include an omission, act, action or series of omissions, acts or actions which constitute or result in: (1) dishonesty in Employee's financial dealings with the Symphony or its Board of Trustees; (2) a material breach by Employee of any provision of this Agreement; (3) the refusal of Employee to follow the policy and directives or obey the reasonable requests and directives of the President, Executive Committee, or Board of Trustees of the Symphony; and (4) conviction for a crime which constitutes a felony or misdemeanor involving moral turpitude or which has or may reasonably be expected to have a material adverse effect on the Symphony, its reputation or interests.

If Employee decides to terminate this Agreement, Employer requests that 90 days notice be given.

ARTICLE VII
GENERAL PROVISIONS

a. *If any provision in this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.*

- b. *Any controversy or claim arising out of or relating to this agreement or the breach of this agreement will be settled by arbitration in accordance with the rules of American Arbitration Association in Clark County, Ohio, and judgment on the arbitration award may be entered in any court of competent jurisdiction.*
- c. *This agreement will be governed and construed in accordance with the laws of the State of Ohio.*
- d. *This agreement supersedes any and all agreements, both oral and written, between the parties with respect to the rendering of services by Employee for Employer, and contains all of the covenants and agreements between the parties with respect to the rendering of these services in any manner whatsoever. Each party acknowledges that no representations, inducements, promises, or agreements, written or oral, have been made by either party, or by anyone acting on behalf of either party, that are not embodied in this Agreement. Any modification of this Agreement*

will be effective only if it is in writing signed by the party to be charged.

ARTICLE VIII
NOTICES

All notices which may be necessary or proper for either party to serve upon the other shall be effectively served if sent by registered or certified mail, return receipt requested, or hand delivered, to the following addresses:

Employer's Address: 300 S. Fountain Avenue
Springfield, Ohio 45502

Employee's Address: _____

Either party may from time to time specify in writing a new address to which any such notice shall thereafter and until further notice be sent. Notices shall be deemed effective when mailed, postage prepaid.

Executed at Springfield, Ohio.

, Music Director & Conductor Date

, SSO Board of Trustees President Date

Approved:

, Artist's Representative (if applicable) Date

Music Director & Conductor

Performance Review Process

Introduction:

It is the policy of the Springfield Symphony Orchestra Association to conduct an annual review of the performance of the Music Director & Conductor, beginning after the first year of employment, in order to both evaluate said performance and allow for the exchange of perspectives between the Music Director and the reviewer(s) regarding such performance. The review process shall be administered by voting members of the Executive Committee and the review conducted by those same members or Elected Trustee(s) as may be designated by the Executive Committee, meeting as needed to complete the process, following the procedures described herein.

Timing and Action:

In April of each year at a mutually convenient date and time, the reviewer(s) shall meet with the Music Director to discuss and review the activities and performance of the Music Director. This review may occur as part of an Executive Committee meeting in an executive session or as a separately scheduled event. Following this review, immediately or at a later date as desired, the reviewers, if more than one, shall meet to consider and vote on recommendation(s). If unanimity is not achieved, all positions shall be reported. The designated reviewer(s) shall report to the Executive Committee, which shall report to the Board. Results of this review and the vote count, if there are multiple reviewers, shall be presented to the Board in executive session for final action at the May Board meeting. The Executive Committee shall recommend either (1) continuation of employment, (2) continuation of employment with stipulations or (3) termination of employment.

The voting members of the Board shall act on the recommendation in executive session at the May Board meeting and confirm or deny the recommendation via motion. If conditions warrant, action may be delayed pending the calling of a special Board meeting for the purpose of further consideration of the Executive Committee recommendation. The President shall report the results to the Music Director following such action if the Music Director is in attendance at the May Board meeting. Notification of Board action shall be made by certified mail (1) if the Music Director is not in attendance at the May Board meeting or (2) following action taken in a special Board meeting that does not include the presence of the Music Director, thus precluding immediate notification. A vote of a simple majority is needed to confirm the recommendation. Approval of a motion to confirm a recommendation for continued employment shall, by its passage, give the President and/or Executive Committee the authority to consummate a new employment contract, if required, or continue an existing employment contract with the Music Director.

The Music Director may appeal the results to the Board for reconsideration within fourteen (14) calendar days of receipt of a verbal or written notice of the results. If necessary, a special Board meeting shall be held as soon as possible at a mutually convenient date and time to hear the basis for the appeal as presented by the Music Director, to consider the appeal and to vote on the reconsideration. A vote of a simple

1

03/2018

majority is needed to approve continuation or termination of employment. Any action taken following reconsideration is final.

Basis for Performance Review:

The basis for the Performance Review shall be the Music Director & Conductor Position Description and Music Director & Conductor Employment Contract in effect for the contract period being reviewed. It is expected that continuing constructive feedback between the Music Director and the Board shall be a matter of routine operations in the daily conduct of Symphony business. However, no agreement shall be made between any Board member and the Music Director regarding the outcome of the review prior to the conduct of the review.

The Review Process:

The review process shall be conducted following one of two procedures, the procedure selected to be at the discretion of the administering members of the Executive Committee, except after the second year of a Music Director's employment when Procedure II is required.

Procedure I – Informal review and discussion among the participants to consider such topics as described below without the use of formal written surveys.

Procedure II – More extensive review and discussion among the participants to consider topics as described below including the results of formal written surveys.

Topics for discussion may include but are not limited to: (1) Accomplishments and strengths, (2) Areas needing development, (3) Constraints, (4) Goals and (5) Employee comments. Unless required by the reviewer(s) upon notification to the Music Director, the Music Director may choose to prepare written discussion points for each topic as a type of self-assessment in preparation for the review, submitting these to the reviewers by an established deadline if required or, if voluntary, in advance of the review discussion if possible. Any such self-assessment and the reviewers' perception of performance relative to the Music Director & Conductor Position Description and Music Director & Conductor Employment Contract shall serve as reference points for the review discussions.

To assist in the review via Procedures I and II, the reviewer(s) shall annually solicit written voluntary comments from Board, Staff and Orchestra members. Formal written surveys consisting of quantifiable-response and open-comment questions shall be submitted to Board, Staff and Orchestra members for voluntary response after the second year of employment of a Music Director and when Procedure II is otherwise selected (Board/Staff and Orchestra survey forms follow). Notification of comments being welcomed and surveys being distributed shall be made in time to allow for input and analysis prior to the review being conducted. Information gathered shall be considered by, but not used exclusively to override the judgment of the reviewer(s) in the conduct of the review and preparation of recommendations.

Waiver Option - The Executive Committee reserves the right to determine that the specific use of Procedures I or II may be waived, except after the second year of a Music Director's employment when Procedure II is required. Such a waiver may occur when it is the judgment of the Executive Committee that performance has been acceptable and timing or other circumstances do not permit the completion of the review per Procedures I or II.

However, the Executive Committee shall still:

- (1) conduct an in-person review discussion with the Music Director,*
- (2) seek, to the extent possible, voluntary input from the board, staff and musicians regarding their perceptions of the Music Director's performance;*
- (3) prepare a resolution for presentation to the Board to document the waiver and;*
- (4) include a recommendation for continued employment for the Board's concurrence by vote.*

This waiver option should be exercised with restraint while upholding the principle and concept of annual reviews as a means of exchange of performance perspectives.

*Sufficient time shall be allotted so as to allow for a full and complete discussion of all issues related to the Music Director's performance raised by either the reviewer(s) or the Music Director. Upon completion of review discussions the reviewer(s) shall proceed to or plan for consideration of the recommendations as required by the **Timing and Action** provisions.*

Documentation and Security of Reviews and Survey Results:

A record of the review discussion shall be made using the accompanying form. All forms, other items documenting annual reviews, Music Director self-assessments and survey results shall be kept in a separate file, the "President's File: Annual Reviews - Music Director", at the administrative offices of the Springfield Symphony Orchestra. Board members may, on a "need to know" basis, review this file at the SSO office while maintaining the security and confidentiality of its content. Files shall not be copied in any manner nor originals removed from the SSO office. Files regarding a specific individual shall be retained for a period of three (3) years after employment ceases.

SPRINGFIELD SYMPHONY ORCHESTRA ASSOCIATION

Music Director Review Form

Employee Name: _____

Date: _____

Evaluation Period: _____

Accomplishments and Strengths:

Areas Needing Development:

Constraints:

1

03/2000

Music Dir. Rev. Form cont.

Goals:

Employee Comments (optional):

Employee Signature: _____ Date: _____
(Signature indicates only that employee has seen and discussed this review.)

Board Rep. Signature: _____ Date: _____

Note: Additional sheets may be attached, as necessary, for any section.

2 03/2000
SPRINGFIELD SYMPHONY ORCHESTRA ASSOCIATION

Music Director & Conductor Evaluation Survey Form – Board/Staff Version

Please indicate the extent to which you agree with the following statements regarding the Music Director by circling the appropriate number from the key. If you wish to add comments about an item you may do so on the back of this form; please reference the item by number.

Date: _____

KEY: 1 = Strongly Agree or Always
2 = Agree or Usually
3 = Somewhat Agree or Sometimes

4 = Disagree or Rarely
5 = Strongly Disagree or Never
N = No Basis for Making a Judgment

- | | |
|--|-------------|
| 1. Exhibits a quality of leadership that commands respect. | 1 2 3 4 5 N |
| 2. Demonstrates a quality of musicianship for which I have a high regard. | 1 2 3 4 5 |
| N | |
| 3. Is diplomatic and communicates in a tactful and respectful manner. | 1 2 3 4 5 |
| N | |
| 4. Contributes to the overall mission of the organization. | 1 2 3 4 5 N |
| 5. Demonstrates an advocacy for the orchestra in the community. | 1 2 3 4 5 N |
| 6. Maintains a good balance among musical, arts-related and public relations activities. | 1 2 3 4 5 |
| N | |

What do you see as the Music Director's strengths?

What do you suggest could be done to improve the orchestra or its position in the community?

Your views about any other aspects of the orchestra are requested. Please add other comments or observations to the back of this form or use additional sheets if necessary. Try to be as specific as possible.

SPRINGFIELD SYMPHONY ORCHESTRA ASSOCIATION

Music Director & Conductor Evaluation Survey Form – Orchestra Version

Please indicate the extent to which you agree with the following statements regarding the Music Director by circling the appropriate number from the key. If you wish to add comments about an item you may do so on the back of this form; please reference the item by number.

Date: _____

KEY: 1 = Strongly Agree or Always

2 = Agree or Usually

3 = Somewhat Agree or Sometimes

4 = Disagree or Rarely

5 = Strongly Disagree or Never

N = No Basis for Making a Judgment

- | | |
|--|--------------------|
| <i>1. Exhibits a quality of leadership that commands the respect of the orchestra.</i> | <i>1 2 3 4 5</i> |
| <i>N</i> | |
| <i>2. Has a quality of musicianship for which I have a high regard.</i> | <i>1 2 3 4 5 N</i> |
| <i>3. Demonstrates a thorough knowledge of the scores he conducts.</i> | <i>1 2 3 4 5 N</i> |
| <i>4. Employs conducting techniques that aid and inform my playing.</i> | <i>1 2 3 4 5 N</i> |
| <i>5. Gives useful and understandable verbal instructions on playing.</i> | <i>1 2 3 4 5</i> |
| <i>N</i> | |
| <i>6. Is thoroughly prepared for rehearsals.</i> | <i>1 2 3 4 5</i> |
| <i>N</i> | |
| <i>7. Makes efficient use of rehearsal time.</i> | <i>1 2 3 4 5 N</i> |

8. *Is diplomatic and communicates in a tactful and respectful manner.* 1 2 3 4 5
N
9. *Motivates me to play well when working with the orchestra.* 1 2 3 4 5 N
10. *Demonstrates a commitment to advance the performance quality of the orchestra.* 1 2 3 4 5 N

What do you see as the Music Director's strengths?

What do you suggest could be done to improve the orchestra or its position in the community?

Please indicate your instrument group:

____ *Strings* ____ *Brass* ____ *Woodwinds* ____ *Percussion*

Your views about any other aspects of the orchestra are requested. Please add other comments or observations to the back of this form or use additional sheets if necessary. Try to be as specific as possible.

SPRINGFIELD SYMPHONY ORCHESTRA ASSOCIATION

Draft - Not Approved
Assistant Music Conductor

Employment Letter of Agreement Contract

Dear _____:

This letter shall serve as an agreement for your services as Assistant Music Conductor for the Springfield Symphony Orchestra commencing _____. It is understood that in this capacity you function through the supervisory authority of the SSO Music Director & Conductor.

You agree to perform the relevant conducting duties and responsibilities, as outlined in the attached Music Director & Conductor Position Description, at such time and under such conditions as these services may be needed. Every attempt shall be made by the SSO Association to give the earliest possible notification for such services.

*In return, the SSO Association shall compensate you at the **salaried/stipend/retainer/per concert set???** rate of \$ _____ per annum. Payment shall be made **when, how???** and minus appropriate withholdings. This letter of agreement contains a full disclosure of compensation for this part time position and no other form of compensation is implied.*

Continuation of your designation as Assistant Music Conductor in this at will position is at the discretion of the SSOA Board of Trustees, which may act at any time as deemed necessary to continue or terminate

employment. Please be advised that, in the event of employment termination for any reason, salary payments shall cease commensurate with the last date of active employment.

If you should at any time choose to resign this position, it is requested that 30 days notice be given.

I look forward to working with you.

Yours truly,

For the SSOA
(Name)
Executive Director

Agreed to by: _____
SSO Assistant Music Conductor

Date: _____

XX/XXXX

SPRINGFIELD SYMPHONY ORCHESTRA ASSOCIATION

Concertmaster

Position Description

Introduction:

The position of Concertmaster, an at will position, is described herein. The musician holding this position is responsible to and subject to direct supervision of the Music Director & Conductor and is expected to show due respect to any guest conductor. In special circumstances the Concertmaster may also be subject to the authority of the full-time or acting Executive Director and/or members of the Board of Trustees, as defined by these Association officers at the time the need arises.

The Concertmaster is expected to lead by example regarding musical preparedness and artistry, professional decorum and diplomacy. The Concertmaster thus assists in maintaining the artistic quality of the orchestra.

Selection and Assignment:

Under authority of the Music Director, as referenced in the Music Director & Conductor Position Description, the selection by audition of a musician to occupy the principal first chair of the first violin section shall be accomplished. The individual thus selected shall be assigned the position of and be designated as the Concertmaster.

The selected and assigned musician shall continue in the position of Concertmaster until such time as s(he) is replaced as per the discretionary authority of the Music Director.

Applicability of the Musicians Master Agreement:

The Concertmaster is subject to all provisions of any Musicians Master Agreement established between the Springfield Symphony Orchestra Association and the Springfield Musicians Association in effect during the time the position is held.

Compensation:

Compensation shall be made under an agreement between the SSO Association and the holder of the position and be based on a rate per service, documented as part of the musician's Personal Service Agreement.

Responsibilities:

It is the responsibility of the Concertmaster to:

Perform the solo violin passages in orchestra compositions and assign section divisi passages as required.

1

01/2004

Determine, in conjunction with the Conductor and other string principals when necessary, the bowings to be used by the violins and/or each of the string sections, as appropriate.

Provide bowings in a timely manner to facilitate action by the Librarian.

Supervise the tuning of the orchestra at all services by requesting the "A" from the principal oboe and proceeding until satisfied the orchestra is in tune. In the absence of the principal oboe, the concertmaster shall be prepared to sound an "A" tuned to 440.

Participate in auditions and artistic reviews as assigned and specified in the Musicians Master Agreement.

Lead sectional rehearsals for the first violins or other string sections as requested.

Conduct the orchestra in rehearsal, as requested, in order to aid the Music Director in determining sound levels, balance and quality of performance.

Consult with the Music Director, as requested, regarding such artistic matters as violin section member hiring, termination, seating and the employment of substitute musicians and the general quality of orchestral performance.

Assume other such responsibilities as are traditionally delegated to the Concertmaster of a symphony orchestra.

Changes to the Position Description:

The Board of Trustees reserves the right to revise this position description as necessary.

2

01/2004

SPRINGFIELD SYMPHONY ORCHESTRA ASSOCIATION

Orchestra Librarian

Position Description

Introduction:

The part-time at will position of Orchestra Librarian is described herein. The person holding this position is hired, under Board-designated authority, by the Executive Director and is responsible to and subject to direct supervision of the Music Director & Conductor. The Orchestra Librarian is responsible for obtaining and organizing the music needed for all Springfield Symphony Orchestra rehearsals and performances, and for maintaining the Orchestra's library of parts and scores. The Librarian shall have strong organizational and communication skills and will be able to work well without direct supervision and under the varied working conditions typically extant in the functioning of a symphony orchestra.

Compensation and Performance Review:

Compensation shall be defined and specified under a written Employment Letter of Agreement between the SSO Association and the holder of the position. Compensation and performance shall be reviewed annually.

Responsibilities:

It is the responsibility of the Orchestra Librarian to:

Secure music for the season from the Orchestra Library, publishers, rental agents or locally available resources with advice and counsel of the Music Director.

Maintain the Orchestra library, currently housed at the Clark State Community College Performing Arts Center, including a database catalogue of owned materials and an archive of performance dates.

Distribute to players accurately bowed music for the next concert at the final rehearsal of the current concert block, or by mail two weeks prior to the first rehearsal of the next concert block, whichever is earlier.

The current bowing procedure is as follows: The Music Director approves a set of bowings which the Librarian then photocopies. Each string principal player is given a photocopied part for final approval and/or discussion. The Music Director may elect to send parts directly to the principal players for bowing. Once the players have marked the materials, in accordance with deadlines set by the Librarian, the Librarian then transfers markings into the parts for an individual player's use. There may be instances, especially with rental materials, where each stand will receive one marked, published copy, and one photocopy with appropriate bowings. After the concert, the photocopies, with the exception of one file set for archive purposes, are to be destroyed. Under no circumstances should original materials be sent through the mail.

1

11/2004

Consult with the Personnel Manager prior to the opening of the season with regard to instrumentation and percussion equipment required for scheduled selections. In the case of rental materials, this consultation will take place immediately upon receipt of the materials.

Arrive at rehearsals in time to ensure that all musicians have music.

Retrieve and store any music not used at a particular rehearsal.

Handle the conductor's scores at rehearsals and performances.

Retrieve music at the conclusion of each concert, returning music to the source and working with the Personnel Manager to track any unaccounted for parts.

Maintain programs to be filed with rental agents, ASCAP and BMI.

Assume other such responsibilities as are traditionally delegated to the Librarian of a symphony orchestra.

Changes to the Position Description:

The Board of Trustees reserves the right to revise this position description as necessary.

2

11/2004

SPRINGFIELD SYMPHONY ORCHESTRA ASSOCIATION

Orchestra Personnel Manager

Position Description

Introduction:

The part-time at will position of Orchestra Personnel Manager is described herein. The person holding this position is hired, under Board-designated authority, by the Executive Director and is responsible to and subject to direct supervision of the Music Director & Conductor. The Orchestra Personnel Manager is responsible for administering the personnel of the orchestra. This includes application of the Musicians Master Agreement, preparation and maintenance of payroll records, scheduling of musicians, hiring of regular Personal Service Agreement musicians as well as substitute and extra musicians, and coordination of auditions. The Personnel Manager serves as a liaison between the musicians and conductor, administrative staff, and Board management of the SSO.

Compensation and Performance Review:

Compensation shall be defined and specified under a written Employment Letter of Agreement between the SSO Association and the holder of the position. Compensation and performance shall be reviewed annually.

Responsibilities:

It is the responsibility of the Orchestra Personnel Manager, per the following categories, to:

Orchestra Personnel -

Prior to the start of the season, secure from Librarian instrumentation needs of each piece performed and any instrumental requirements. In the special case of rental materials this consultation may take place immediately upon receipt of the materials.

Maintain select list of players suitable for hire as extras or substitutes, in consultation with the Music Director and principal musicians.

Hire extra and substitute musicians as necessitated by repertoire and player absence.

Rehearsals -

Provide five-minute call for commencement of rehearsals and notify conductor of the start and close of rehearsals.

Monitor accurate commencement of breaks as called for in the Master Agreement and monitor length of break indicating a five-minute call prior to close of the break.

1

11/2004

Log significant events in connection with rehearsals or concerts such as complaints, tardiness, failure to wear appropriate dress, and general deportment.

Respond to conductor and musician requests, problems, and issues arising out of or in connection with an imminent service in a manner consistent with past practice and the Master Agreement, and communicate such events to the Executive Director as soon as possible for collaboration and final approval of action to be taken.

Coordinate changes in seating, on-call musicians, and engagement of last-minute substitutes due to unscheduled absence or tardiness.

Make personnel announcements at rehearsals as necessary.

Administrative -

Prepare and disseminate Personal Service Agreements to all contracted players in accordance with the terms of the Master Agreement.

Complete attendance sheets for each service.

Submit payroll sheet to Operations Director for each service block.

Provide personnel list for each concert program.

Auditions -

Coordinate the audition process for the replacement or addition of permanent orchestra musicians including securing audition committee members and venues.

Secure candidate requirements, audition schedules, and music selections from Music Director and Audition Committee.

Forward audition information to candidates.

Schedule auditions based on space availability and availability of Music Director and Audition Committee.

Greet candidates and appropriately represent the SSO.

Conduct actual auditions, record the results, and communicate decisions to candidates.

Assume other such responsibilities as are traditionally delegated to the Personnel Manager of a symphony orchestra.

Changes to the Position Description:

The Board of Trustees reserves the right to revise this position description as necessary.

2

11/2004

SPRINGFIELD SYMPHONY ORCHESTRA ASSOCIATION

Librarian/Personnel Manager

Employment Letter of Agreement Contract

Dear _____:

This letter shall serve as an agreement for your services as Librarian/Personnel Manager (strike one as appropriate) for the Springfield Symphony Orchestra for the ____ - ____ concert season, commencing _____ and ending _____.

You agree to perform the duties and responsibilities as outlined in the attached position description. In return, the SSO Association shall compensate you at the rate of \$_____ for the stated concert season based on the needs of the projected schedule of concert sets, to be paid on a bimonthly draw minus appropriate withholdings. This letter of agreement contains a full disclosure of compensation for this part time position and no other form of compensation is implied.

A tentative schedule of the concert season and anticipated concert set services is attached. Should there be an increase in concert sets, additional payments(s) shall be made on a pro rata basis at the rate of \$_____ per additional concert set. A reduction in concert sets may necessitate a reduction in compensation at the stated pro rata rate if deemed appropriate by the Board of Trustees.

It is understood that you report directly to the Music Director and your annual performance review shall take place in June, ____ with notification of renewal, if applicable, taking place no later than July 1, _____. Continuation, however, of your employment in this at will position is at the discretion of the SSOA Board of Trustees, which may act at any time as deemed necessary, through management authority of the Executive Director, to continue or terminate employment. Please be advised that, in the event of employment termination for any reason, salary payments shall cease commensurate with the last date of active employment.

If you should at any time choose to resign this position, it is requested that 30 days notice be given.

I look forward to working with you.

Yours truly,

For the SSOA
(Name)
Executive Director

Agreed to by: _____
Librarian/Personnel Manager (strike one)

Date: _____

01/2006

SPRINGFIELD SYMPHONY ORCHESTRA ASSOCIATION

Springfield Youth Symphony
Springfield Youth String Ensemble
Springfield Youth Chamber Orchestra

Conductor, Springfield Youth Orchestras

Position Description

Introduction:

The person(s) serving as Conductor of one or more of the Youth orchestras is hired by and is under contract to the Springfield Symphony Orchestra Association. The Conductor, an at will position, is responsible to and subject to the direct supervision of the Executive Director, with artistic guidance of the SSO Music Director. Except for those duties specifically retained by the Board, the Conductor shall be responsible for the supervision of all artistic operations of the assigned Youth orchestra(s) and the maintenance of the artistic quality of performances. The Conductor shall work in cooperation with the SSO Board of Trustees, SSO Education and Outreach Manager, SSO Music Director & Conductor and the Springfield Youth Orchestras Parents Association and within any guidelines established by the SSO Board of Trustees and the subsidiary SYO Parents Association.

Compensation:

Compensation shall be defined and specified under a written Employment Letter of Agreement Contract between the SSO Association and the holder of the position. Compensation and performance shall be reviewed annually.

Specific Responsibilities:

Duties include, but are not necessarily limited to, the following areas.

Artistic Selection and Performance -

Plans, rehearses and conducts performances of the appropriate Youth orchestra. This includes the selection of works to be performed and stage setup to present the orchestra at its best acoustically and visually. As the occasion arises through seasonal planning a Youth orchestra may, however, perform under the baton of the SSO Music Director & Conductor.

Conducts auditions, selects all playing personnel and determines seating within each section of the orchestra.

Develops and maintains the total artistic and educational quality of the orchestra and advises the SSO Executive Director on matters that concern the overall development of all three youth orchestras as an artistic and educational entity.

Continues the development and enhancement of personal musical skills.

Administrative/Educational Activities -

Adheres to any and all relevant personnel and budgetary policies established by the Board of Trustees.

Maintains communications with administrative and artistic staff in the most convenient way available in order to advise the Association regarding artistic, musical personnel and related matters.

Will assist with contacting local music educators and private teachers in order to help with SYO student recruitment.

Others, as may be assigned by the Board, following consultation with the Executive Director. Newly assigned job responsibilities shall be documented in writing and placed as an attachment to this Position Description.

Changes to the Position Description:

All parties to it recognize the dynamic evolutionary status of this Position Description. However, changes, additions or deletions may be made only under certain conditions.

- 1. During the contractual employment period of a Conductor, changes, as assigned by the Board following consultation with the Executive Director and Conductor/SSO Music Director, shall appear in writing in this Position Description. Only then may the Conductor be held accountable for changed or added responsibilities.*
- 2. Between contractual employment periods or in anticipation of a renewed contractual employment period for the current Conductor, changes, as assigned by the Board following consultation with the Executive Director, shall appear in writing in this Position Description. Only then may the Conductor be held accountable for changed or added responsibilities.*
- 3. Prior to the search for and replacement of a Conductor, the Board of Trustees may make changes to this Position Description.*

The Personnel Committee shall periodically review the Conductor Position Description for content and currency and report its findings to the Executive Committee/Board for information and/or recommended action.

Youth Orchestras Conductors

Employment Letter of Agreement Contract

Dear _____:

This letter shall serve as an agreement for your services as Conductor for the Springfield Symphony Orchestra Association's Youth Symphony/String Ensemble/Chamber Orchestra (strike out any not applicable) _____ through _____. It is understood that in this capacity you function through the supervisory authority of the SSO Executive Director. The SSO Music Director & Conductor shall serve as a musical advisor and consultant.

You agree to perform the duties and responsibilities as outlined in the attached position description. In return, the SSO Association shall compensate you at the rate of \$_____ per annum, to be paid on a

bimonthly draw and minus appropriate withholdings. This letter of agreement contains a full disclosure of compensation for this part time position and no other form of compensation is implied.

Continuation of your designation as Conductor in this at will position is at the discretion of the SSOA Board of Trustees, which may act at any time as deemed necessary to continue or terminate employment. Please be advised that, in the event of employment termination for any reason, salary payments shall cease commensurate with the last date of active employment.

If you should at any time choose to resign this position, it is requested that 30 days notice be given.

We look forward to the continued improvement of the Springfield Youth Orchestras under your leadership.

Yours truly,

*For the SSOA
(Name)
Executive Director*

Agreed to by: _____
Conductor
Date: _____

04/2009

SPRINGFIELD SYMPHONY ORCHESTRA ASSOCIATION

Fringe Benefit Plans

Introduction:

The following fringe benefit plans are available to each full-time salaried administrative staff employee and any other employee(s) as may be designated by the Board of Trustees. Each of these employees shall have the option to accept or decline participation in any plan. A plan may have one or more limitations that affect availability such as employee group-number enrollment minimums. The Board reserves the right to add or eliminate any benefit category(ies), select or change any specific plan of coverage and select or change any premium cost-sharing rate(s) or other expenditures for any plan within a benefit category, while recognizing the importance of plan stability.

Health Care:

The Association provides single and family medical insurance coverage on a premium cost-sharing basis. Unless required or prohibited by law, other health plan expenditures by the Association, such as contributions to an employee's Health Savings Account, are at the discretion of the Association Board. Every effort shall be made to offer a comprehensive representative cost-effective plan from a reputable insurance provider that maximizes health care provider choice and flexibility of care. The Association may also provide for the payment of premiums, fully or partially, by the Association when an employee transfers in and is covered by laws governing the portability of medical insurance.

Dental Care:

The Association provides single and family dental insurance coverage on a premium cost-sharing basis. Every effort shall be made to offer a comprehensive representative cost-effective plan from a reputable insurance provider that maximizes dentist choice and flexibility of care. Dental coverage availability may be subject to employee group-number enrollment minimums.

Life Insurance:

The Association provides life insurance coverage at a specific level. The Association pays 100% of the premiums.

Disability Insurance:

The Association provides Short-Term and Long-Term disability insurance coverage.

Retirement Program:

The Association provides a retirement program whereby the Association matches employee contributions up to a given maximum.

07/2015

SPRINGFIELD SYMPHONY ORCHESTRA ASSOCIATION

Staff Leave Policies

Introduction:

The following leaves are available to full-time salaried administrative staff employees including the Executive Director, the Education and Outreach Manager, the Customer Relations Manager and others as may be designated by the Board of Trustees.

Sick Leave:

Sick leave with pay shall be available to all staff members, as defined above, for purposes of employee illness, injury or health-related disability that, in the judgment of the affected employee, necessitates absence from work. However, certain uses may be made of "sick leave", for purposes other than employee illness, which would also, in the judgment of the affected employee, necessitate absence from work. These include time needed to care for the health or well-being of an immediate family member due to serious illness or emergency directly affecting the family member or for other reasons, when requested by an employee and granted by the Board or its representative. Immediate family members include spouse, domestic partner, child or parent living in the same household. Expenditure accounting of sick leave shall occur under these special circumstances as if the employee was actually ill.

Sick leave with pay shall be credited as follows. After the first six (6) months of full-time employment, staff members shall earn 15 days of sick leave with full pay and 15 days of sick leave with half pay. For each year of employment thereafter, staff members shall earn 30 days of sick leave at full pay and 30 days of sick leave at half pay, to be credited at the beginning of and available for use during the ensuing employment year. Unused sick leave in a given year shall not be carried forward or otherwise accumulated through additional years of employment.

Compensatory time ("comp time"), when available, may be used in lieu of sick leave to cover absences, as characterized above, for up to five consecutive workweek days within the same pay period. However, absences resulting from a single illness or family care event that requires more than a week off shall result in the debiting of sick leave. Sick leave at full pay shall be expended first followed by sick leave at half pay. Sick leave expenditures shall only be debited on regular workweek days (i.e. Monday through Friday) even though Association events may involve work assignments that occur on Saturdays or Sundays. Return to work shall be by physician's release if appropriate.

The Board or its representative may grant additional sick leave time, with or without pay, to each employee on a case-by-case basis for the time period of the first six (6) months of employment or under circumstances when all regular credited sick leave has been expended. For "Leave Without Pay Status" see the section of that title below. Timely notice shall be given to supervisory/office personnel as soon as possible when sick leave is to be taken. Supervisory concurrence with the taking of sick leave is desirable if possible. Emergency situations may necessitate that notification be delayed pending resolution of the emergency. Documentation of sick leave credits/expenditures shall be maintained as part of routine office administrative procedures. Employees shall not be paid for unused sick leave upon termination of employment.

Maternity/Paternity Leave:

Maternity/paternity leave with pay shall be available to all staff members, as defined above, regardless of gender, for purposes of newborn childcare for up to eight (8) calendar weeks beginning at the date of birth. For office staffing/planning purposes it is generally expected that maternity/paternity leave shall be taken over a continuous period of time. However, with Board approval based on a reasonable and specific proposal by the affected employee, incremental usage of maternity/paternity leave may be granted. Notification of the need to use maternity/paternity leave and a preliminary indication of the time needed, up to the available eight calendar weeks, shall be made as soon as possible. Return to work shall be by physician's release. Documentation of maternity/paternity leave expenditure shall be maintained as part of routine office administrative procedures.

The Board may grant an extension of maternity/paternity leave, with or without pay. For "Leave Without Pay Status" see the section of that title below.

Jury Duty:

Should a staff member be selected for jury duty, regular pay shall be continued minus the pay rate for jury duty. The hourly regular pay rate for calculation of this difference shall be based on the formula shown in the "Leave Without Pay Status" section below. A full day shall equal eight (8) hours for purposes of this calculation. Alternatively, jury duty pay may be endorsed over to the Association upon receipt.

Leave Without Pay Status:

Should it be necessary to place an employee on "leave without pay" status under the above leave policies, the hourly pay rate for calculation/deduction purposes shall be:

$$\frac{\text{Current Annual Salary}}{2080 \text{ Hours}} = \$X.XX/\text{Hour}$$

Note: 2,080 hours assumes a 40-hour workweek times 52 weeks. Other total annual contractual hours of employment shall be used for this calculation when appropriate to a given position.

Vacation Days:

Vacation days with pay are provided for in full-time salaried administrative staff employee contracts. At the beginning of each calendar year such an employee is credited with 15 days for the year. Should an employee begin or cease employment at a point other than the first day of a calendar year, available days are prorated to a lesser amount proportionate to the fraction of a year worked.

Vacation days are intended for use annually and may not be accumulated from year to year. However, in the year employment ceases the SSOA shall pay the employee for up to four (4) days of accrued and unused vacation days, if available in the employee's account. The payment shall be based on the employee's current annual salary divided by 2080 hours to give an hourly rate, times 8 hours/day, times up to 4 accrued and unused days with fractional days included to the nearest 0.25 day. This potential payment applies only to those accrued and unused days in the final partial or full calendar year of employment.

2

03/2016

Holidays:

Specific holidays with pay are identified in full-time salaried administrative staff employee contracts. In the case where it is necessary for an employee to work in the SSOA office or at an SSOA event on a contractually designated holiday, the hours worked shall be replaced one-for-one with compensatory time ("comp time"). The taking of compensatory time shall be mutually agreeable to the employee and an immediate supervisor with attention to minimizing disruption of the conduct of business.

Compensatory Time:

Given the variable timing of SSOA activities and events outside the normal operations of office hours, a supervisor may utilize a flexible work-time schedule in order to maintain work hours within the normal forty hour week so as to minimize the need for paid overtime or the crediting of compensatory time. However, compensatory time ("comp time") may be designated as available to an employee by a supervisor in circumstances other than for work on contractually designated holidays. These may include, but are not limited to,

(1) compensatory time as a replacement for paid overtime when overtime hours would exceed a financially responsible, reasonable and prudent amount, as determined by a supervisor, and/or

(2) compensatory time granted for work performed during concert production or performance activities or special events that occur outside normal office hours when the use of a flexible work schedule would not permit completion of tasks required to support these activities or events as well as the completion of regular office tasks.

Hours worked that are designated as being replaceable with compensatory time shall be replaced one-for-one. The taking of compensatory time shall be mutually agreeable to the employee and an immediate supervisor with attention to minimizing disruption of the conduct of business.

Compensatory time provisions do not apply to the position of Office Manager which, by the governing rules of the federal Fair Labor Standards Act (FLSA), is designated as a "nonexempt" position and is subject to the payment of overtime for weekly hours worked in excess of forty (40). However, a supervisor may utilize a flexible work-time schedule in order to minimize the need for paid overtime.

Bereavement Leave:

Full-time employees shall be granted up to three (3) working days off with pay in the event of a death in the immediate family. Immediate family includes a spouse, domestic partner, parent, grandparent, sibling, child or grandchild of the employee and parent, grandparent, sibling, child or grandchild of a spouse or domestic partner. Available days may be taken individually or sequentially as circumstances require. Additional days may be taken as vacation days, if available. If vacation days are not available, the Board or its representative may grant additional days, with or without pay, on a case-by-case basis.

Part-time employees shall be granted up to a total of 24 hours off with pay in the event of a death in the immediate family, as defined above, when the need to use such time coincides directly with hours that were originally scheduled to be worked. Available hours may be taken individually or sequentially as circumstances require.

If hours are not available, the Board or its representative may grant additional hours, with or without pay, on a case-by-case basis.

For "Leave Without Pay Status" see the section of that title. Full-time or part-time employees shall not be paid for unused bereavement leave.

SPRINGFIELD SYMPHONY ORCHESTRA ASSOCIATION

Overtime Work Policy

The Springfield Symphony Orchestra Association (SSOA) complies with all applicable federal and state laws with regard to the payment for overtime work.

Non-exempt covered employees, as defined by the Fair Labor Standards Act (FLSA), are paid overtime at the rate of one and one-half times the regular rate of pay for all hours worked over forty (40) in a work week. A work week is defined as Monday through Sunday.

The SSOA Executive Director, as the chief executive officer, is authorized by the FLSA to adjust employee work schedules in order to minimize the expenditure of overtime hours. Given the nature of the SSOA's schedule of activities, overtime work may be required to accomplish the business needs of the organization. Any overtime hours worked shall, to the extent possible, be authorized in advance by the Executive Director. However, in unusual and limited circumstances it may be necessary for overtime hours to be worked without prior authorization. In such case the employee shall attest to the reason for and document the date and time of those hours having been worked, submitting this documentation to the Executive Director as soon as possible for review. As the Executive Director retains the authority to designate these non-preauthorized hours as a violation of this overtime policy, employees should exercise diligence in avoiding this situation.

To the extent possible off-the-clock work activities as a form of overtime shall be minimized. These include extended periods of dealing with SSOA business emails, phone or computer work-at-home or other-location activities. If, however, the need arises and such overtime work, subject to compliance with the SSOA Confidentiality Policy if applicable to the nature of the work, can reasonably be authorized in advance, such overtime work, when documented as to date, time and hours and attested to by the employee, may be considered acceptable as determined by the Executive Director.

FLSA rules require that unauthorized overtime hours worked shall be paid. However, the working of unauthorized overtime is subject to disciplinary action including the potential for dismissal. Employees shall receive a written notice of record to document the working of unauthorized overtime upon the first occurrence. Further action shall be determined following a subsequent unauthorized occurrence.

03/2017

SPRINGFIELD SYMPHONY ORCHESTRA ASSOCIATION

Nondiscrimination and Harassment Policy

Introduction:

The Springfield Symphony Orchestra Association is committed to providing and maintaining an administrative and artistic environment in which all Association employees and volunteers can work together to advance the mission of the Association. To that end the Association enforces a strict policy against discrimination and harassment on the basis of race, color, creed, religion, age, sex, sexual orientation, marital status, veteran status, national origin, ancestry, citizenship, disability or any other legally protected status.

Scope:

This policy applies to all full-time and part-time employees and volunteers including, but not limited to, administrative staff, artistic staff, musicians, members of SSOA subsidiary and supporting organizations and members of the SSOA Board of Trustees, while they are working on behalf of or otherwise representing the Association. This policy extends to discrimination or harassment by or of applicants, patrons, visitors, vendors, agents, guest musical performers or conductors, contractors or other representatives encountered in the course of conducting business with the Association.

Definitions:

Prohibited conduct - Offensive conduct and/or harassment that is of a sexual nature or based on race, color, creed, religion, age, sex, sexual orientation, marital status, veteran status, national origin, ancestry, citizenship, disability or any other legally protected status.

Examples of prohibited conduct are:

Any type of physical contact, demeaning or abusive written or spoken language, or graphic communication that is unwelcome or unwanted by the recipient. This includes, but is not limited to, physical assault that is sexual in nature.

Sexually explicit or otherwise discriminatory statements, insults, slurs, jokes, anecdotes, questions, posters, cartoons or gestures that are offensive, hostile or intimidating to an individual.

Unwelcome sexual advances, requests, coercions or demands for sexual favors and/or physical, verbal or nonverbal offensive conduct when:

(1) submission to or rejection of such conduct is made, explicitly or implicitly, as a term or condition for gaining or maintaining employment, achieving a higher performance evaluation or advancing in employment status.

(2) submission to or rejection of such conduct is used as a basis for decisions such as gaining or maintaining employment, conducting performance evaluations or advancing in employment status.

1

01/2006

(3) the conduct has the purpose or effect of substantially and/or unreasonably interfering with work performance or creating an embarrassing, uncomfortable, intimidating, hostile or offensive working environment.

A pattern of conduct that has the purpose or effect of creating an embarrassing, uncomfortable, intimidating, hostile or offensive working environment by means of:

(1) discriminatory comments based on race, color, creed, religion, age, sex, sexual orientation, marital status, veteran status, national origin, ancestry, citizenship, disability or any other legally protected status.

(2) sexually explicit or otherwise discriminatory statements, insults, slurs, jokes, anecdotes, questions, posters, cartoons or gestures.

(3) unwelcome or unwanted touching, patting, pinching, hugging or brushing against a person's body or sexual physical assault.

(4) unwelcome or unwanted whistling, leering, provocative staring, sexual flirtation, sexual advance or direct sexual proposition.

(5) unwelcome or unwanted remarks or comments about sexual activity, experience, prowess, deficiencies, or other verbal abuse of a sexual nature.

(6) possession and/or display of inappropriate sexually oriented or otherwise discriminatory materials in the workplace, as categorically defined above.

Complaint - An allegation of discrimination or harassment reported to the Association Executive Director or his/her designee, or to the President of the Association Board of Trustees or his/her designee.

Parties - The person or persons lodging a complaint of discrimination or harassment and the person or persons about whom the complaint is made.

Consensual - Any act or pattern of behavior between two parties that is conducted with mutual agreement.

Reporting:

A good faith complaint of discrimination or harassment should be reported, verbally or in writing, to the Association Executive Director or his/her designee, or to the President of the Association Board of Trustees or his/her designee. A complainant has the responsibility to report the complaint as soon as possible, given the nature, timing and location of the alleged act of discrimination or harassment. Witnesses to an alleged act of discrimination or harassment have the responsibility to report their observations to an Association official, as identified above, in good faith, as soon as possible, given the nature, timing and location of the alleged act of discrimination or harassment. Failure to properly follow this reporting procedure or the complaint process, as described below, may jeopardize the status of the complaint.

An Association official authorized to take the complaint has the responsibility to document and act on the complaint in a timely manner, to include investigating the complaint and/or ensuring that investigatory follow-up to the complaint occurs. Failure to respond to receiving a complaint may be, under certain circumstances, cause for potential disciplinary action.

2

01/2006

Confidentiality:

The Association will make every effort to maintain confidentiality in addressing complaints of discrimination or harassment. There may be times, however, when the identity of parties involved in an incident must be revealed to other appropriate individuals or agencies during an investigation. All persons involved with a complaint of discrimination or harassment are expected to treat the matter with discretion, respect and confidentiality.

Retaliation:

The Association shall not retaliate against any individual or group for protesting, reporting and/or participating in a complaint and/or investigation of alleged discrimination or harassment. Retaliation is a serious violation of this policy that can subject the offending individual or group to disciplinary action, independent of any case of alleged discrimination or harassment.

False Accusations:

It is a violation of this policy for anyone to knowingly make false accusations of discrimination or harassment and, if proven, shall result in disciplinary action. Failure to prove a claim of discrimination or harassment is not equivalent to a false accusation.

Information and Training:

Association employees and volunteers directly involved in the execution of the Association's administrative business, artistic and educational mission are periodically trained on this nondiscrimination and harassment policy. Training on and individual awareness of the policy is documented via a sign-off record maintained in the Association administrative office. The policy is published in the Springfield Symphony Orchestra Association Policies and Procedures Handbook and may be made available for the information of the public at large.

Consensual Romantic and/or Sexual Relationships:

No Association employee or volunteer involved in a consensual romantic and/or sexual relationship with another Association employee or volunteer shall have direct responsibility for evaluating the employment performance of or for making decisions about the employment status, promotion or compensation of the other party in the relationship.

Complaint Process:

Once a complaint of discrimination or harassment has been lodged by a person or persons within the administrative purview of the Association against another person or persons within this same administrative purview, the authority charged to investigate the complaint shall gather and document relevant facts and/or responses from the parties to the complaint and witnesses, if any. The Association reserves the right to utilize an outside agent to assist with and/or conduct the investigation. The investigating authority shall inform the parties that the complete record of the process may, as deemed appropriate, become part of the employment file, if applicable, of either or all parties.

Upon the request and agreement of all parties, should they be under the administrative purview of the Association, the investigating authority may mediate the dispute between the parties in an effort to resolve the complaint equitably and to the satisfaction of the parties. If the parties, as mediated by the investigating authority, agree on a solution, the parties shall acknowledge the agreement in writing, copies of which shall be placed in the employment files, if applicable, of all parties, thus concluding the resolution of the complaint. If the parties can not agree through this process, they may appeal to a higher Association authority, if available, in an attempt to reach agreement.

Should a complaint of discrimination or harassment be lodged by or against a party not under the administrative purview of the Association, it may be necessary to involve others representing this party in order to resolve the complaint. Appropriate to the situation, the investigation may be conducted by an internal Association investigating authority or by an outside agent utilized by the Association to assist with and/or conduct the investigation. Should mediation result in agreement, the parties shall acknowledge the agreement in writing, a copy of which shall be placed in the employment file, if applicable, of the party under the administrative purview of the Association.

The Association investigating authority may act, under routine administrative supervisory authority, to adjudicate the complaint and apply disciplinary action, as necessary. An Association supervisor acting under this authority is expected to advise the Board of Trustees regarding the progress, outcomes and recommended actions of processing the complaint. An outside agent serving as the sole investigating authority is expected to advise the Association Executive Director and/or Board of Trustees regarding the progress, outcomes and recommended actions of processing the complaint but shall not be authorized to administer Association internal disciplinary action.

The Board of Trustees may, as deemed appropriate by the circumstances, grant or deny a request by any or all parties to the complaint to serve as a board of appeal. While not intending to supersede the supervisory authority of Association administrators, the Board of Trustees reserves the right to act as the final authority regarding closure on any complaint involving parties under the administrative purview of the Association. If no previous solution agreements have been reached and documented, all parties to the complaint shall be informed in writing of the findings and actions taken as part of bringing closure to the complaint.

Discipline/Termination:

*Should it be determined that a person or persons subject to the administrative purview of the Association has/have engaged in acts of discrimination or harassment, as defined in this policy, remedial action shall be taken by supervisory authority and/or action of the Board of Trustees. Other than agreed upon actions as may have already been determined, as referenced above in the **Complaint Process**, such action may include orders to cease and desist, demotion if possible, or termination of any employment or volunteer status with the Association.*

Should the complaint involve a Board member as a party to the complaint and an investigation results in confirmation of the alleged action as discrimination or harassment on the part of the Board member, the Board of Trustees shall, if necessary, apply the provisions as described in the Association

SPRINGFIELD SYMPHONY ORCHESTRA ASSOCIATION

Drug-free Workplace, Alcohol and Smoking Policies

Introduction:

The Springfield Symphony Orchestra Association (SSOA) strives to maintain a safe and healthy working environment. To that end the following policies are in force. It is recognized that the SSOA is subject to any applicable local, state and federal laws that may apply to its administrative office, as a tenant currently located in the Clark State Community College Performing Arts Center (Springfield, Ohio), or any performance or special event premises otherwise utilized by the SSOA in the conduct of its business, concerts or special events. However, the stated policies are meant to endorse, support and reinforce such laws, as SSOA policy, and be applicable to any administrative office, performance or special event venue that might be established in the future.

Drug-free Workplace:

In compliance with the mandatory requirements of Public Law 100-690, the Drug-Free Workplace Act of 1988, the Springfield Symphony Orchestra Association has established the following policy concerning the maintenance of a drug-free workplace.

- a. The unlawful manufacture, distribution, dispensation, possession, or use of a controlled*

substance (defined in the Controlled Substances Act, Section 202, Schedules I through V, to include illegal drugs, medical marijuana and legal prescription drugs/medications being used without a health care provider's order) is prohibited in any SSOA administrative workplace or performance venue.

b. As a condition of employment, each employee will:

(1) Abide by the terms of this statement; and

(2) Notify the SSOA of any criminal drug statute conviction for a violation occurring in the workplace/venue no later than five (5) days after such a conviction.

c. The SSOA will notify any applicable federal granting and/or contracting agencies within ten (10) days after receiving notice of a conviction, under paragraph b.(2) above, from an employee or otherwise receiving actual notice of such conviction.

d. Within thirty (30) days of receiving such notice, the SSOA may take either of the following actions:

(1) Take appropriate personnel action against such employee, relevant to the provisions of the employee's contractual status, up to and including termination; or

1

02/2017

(2) Require such employee or independent contractor to participate in and to satisfactorily complete a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency. Documented satisfactory completion of such a program is necessary to retain employment or independent contractor status with the SSOA, which shall then be on a probationary status of six (6) months. Failure to successfully complete a rehabilitation program or a repeat violation of this policy shall result in immediate termination.

e. Exceptions to this policy are made for employees taking legal non-prescription over-the-counter and/or prescription medications (excluding medical marijuana) prescribed by a licensed professional health care provider and following dosing instructions. However, if the use of such medication(s) might adversely affect the employee's ability to perform work in a safe and productive manner, the employee is required to advise an appropriate supervisor. A prescribing health care provider's written statement of an employee's ability to perform may be requested by a supervisor in order to assist in determining if an employee can remain at work and perform in safety to himself/herself and others.

f. Each employee or independent contractor shall be given a copy of this policy statement and, as available, published materials on the dangers of drug abuse. Upon employee request and at employee's cost, the SSOA shall endeavor to assist employees in availing themselves of publicly available drug counseling, rehabilitation or other relevant assistance.

Alcohol:

Employees are prohibited from drinking or being under the influence of intoxicants while on duty, with the exception that employees are permitted to drink at SSOA-sponsored or sanctioned events where alcohol is served while recognizing that in the course of doing so they represent the SSOA. Upon employee request and at employee's cost, the SSOA shall endeavor to assist employees in availing themselves of publicly available alcohol abuse counseling, rehabilitation or other relevant assistance. Failure to comply may result in employee termination.

Smoking:

The SSOA complies with any no smoking policy applicable to administrative office or performance venue locations used by the SSOA. Smoking is not permitted except as allowed in designated smoking

areas. This policy also applies to electronic cigarettes (aka e-cigarettes). Failure to comply may result in a cautionary warning, but if continued lack of compliance occurs, employee termination.

SPRINGFIELD SYMPHONY ORCHESTRA ASSOCIATION

Conflict of Interest Policy

Introduction:

This Conflict of Interest Policy of the Springfield Symphony Orchestra Association: (1) defines conflicts of interest; (2) identifies classes of individuals within the Association covered by this policy; (3) facilitates disclosure of information that may help identify conflicts of interest; and (4) specifies procedures to be followed in managing conflicts of interest.

Definition of conflicts of interest:

A conflict of interest arises when a person in a position of authority over the Association may benefit financially from a decision he or she could make in that capacity, including indirect benefits such as to family members or businesses with which the person is closely associated. This policy is focused upon material financial interest of, or benefit to, such persons.

Individuals covered:

Persons covered by this policy are the Association's officers, directors, chief employed executive and chief employed finance executive.

Facilitation of disclosure:

Persons covered by this policy will annually disclose or update to the President of the Board of Trustees, on a form provided by the Association, their interests that could give rise to conflicts of interest, such as a list of family members, substantial business or investment holdings, and other transactions or affiliations with businesses and other organizations or those of family members.

Procedures to manage conflicts:

For each interest disclosed to the President of the Board of Trustees, the President will determine whether to: (a) take no action; (b) assure full disclosure to the Board of Trustees and other individuals covered by this policy; (c) ask the person to recuse himself or herself from participation in related discussions or decisions within the Association; or (d) in unusual circumstances, ask the person to resign from his or her position in the Association or, if the person refuses to resign, become subject to possible removal in accordance with the Association's removal procedures. The Executive Director will monitor proposed or ongoing transactions for conflicts of interest and disclose them to the President of the Board of Trustees in order to deal with potential or actual conflicts, whether discovered before or after the transaction has occurred.

Annual Disclosure by Directors and Management Employees:

At the beginning of each season (fiscal year), the Board of Trustees and Management Employees shall complete the following disclosure statement and provide it to the Executive Director.

Check the appropriate statements and add disclosure(s) if applicable

As of the date attested to below,

1. _____ I have read and am familiar with the Springfield Symphony Orchestra Association policy concerning Conflicts of Interest.

2a. _____ I have not, nor to the best of my knowledge has any member of my family, had any conflicting interests in or taken any action which would contravene the policy. I will report immediately any change in circumstances that may place me in contravention of this policy.

or

2b. _____ I have not, nor to the best of my knowledge has any member of my family, had any interests or taken any action which would contravene the policy, except such interest(s) or action(s) as fully disclosed below:

I will report immediately any change in circumstances that may place me in contravention of this policy.

Name (please print) Signature Position (such as Board Member) Date

Submitted annually to the President of the Board of Trustees in care of the Executive Director

Confidentiality/Nondisclosure Policy and Agreement

It is the policy of the Springfield Symphony Orchestra Association (SSOA) to conduct business in a manner that protects proprietary and confidential information that may be gathered by or otherwise be accessible to the SSOA. Therefore, I, the undersigned, serving as a Board member, administrative/artistic staff employee or volunteer with the SSOA, hereby agree to comply with this policy, as described herein.

I understand that I may be given access to proprietary and/or confidential information to the extent necessary in order to perform my duties, i.e. information that is not generally known by or otherwise not available to the public. I shall not, at any time either during or subsequent to my participation and/or employment with the SSOA, make unauthorized disclosures or unauthorized use of any information that is considered by the SSOA to be proprietary or confidential. Proprietary information includes, but is not

limited to all personnel files, payroll and benefits files; general and specific data, reports and analyses; business, marketing and artistic records, plans and strategies; employee and musician negotiations and contracts including the Musicians Master Agreement; agency or business partners and vendor lists, negotiations and contracts; and patron, subscriber, donor, and volunteer lists, compilations or other confidential information, whether in oral, written or electronic form. Confidential information includes, but is not limited to, any personal information of any SSOA Board member or potential member, administrative or artistic staff employee, employment applicant, musician, volunteer, patron, subscriber, donor, agency partner, business partner or vendor, whether in oral, written or electronic form.

All employer records and information relating to the SSOA and the affiliated groups as identified above are confidential and I will treat all matters accordingly. This includes any information protected under any applicable state or federal privacy law. No SSOA-related information, including without limitation, documents, notes, files, records, computer files or similar materials may be removed from the SSOA office premises without documented permission from appropriate supervisory personnel, relevant to the task for which the removal is otherwise requested and deemed necessary, except in the ordinary course of performing duties on behalf of the SSOA. Additionally, the contents of all SSOA records or information internally developed or otherwise obtained lawfully or by consent from legitimate outside sources in the course of doing business may not be disclosed to anyone, except where required for an authorized business purpose. I will not disclose any confidential information, purposefully or inadvertently through casual conversation, to any unauthorized person inside or outside the SSOA. If I am unsure about the confidential nature of specific information, or whether specific information may be protected under local, state or federal law, I will seek clarification from the SSOA Executive Director or other appropriate task supervisor before, if deemed appropriate, disclosing the information. These SSOA nondisclosure restrictions shall not apply if such information becomes publicly available through or is otherwise lawfully obtained outside the scope of this agreement by, from or through the actions of third parties not subject to this policy.

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03/2014

The potential for disclosure of proprietary or confidential information may be subject to or required by the provisions of law or court order. In the event I am requested to or legally required to disclose proprietary or confidential information, I shall provide the SSOA with prompt written notice of same so that the SSOA may (i) seek an appropriate protective order or other remedy with respect thereto, (ii) consult with me regarding further action and/or (iii) waive my compliance, in whole or in part, with the terms of this policy. Should the SSOA consent to information being disclosed by me or otherwise relieve me from having to comply with this policy, in whole or in part, it shall do so by prior written consent of the Executive Director or President.

When I cease my employment, Board membership or other volunteer association with the SSOA, I will return all SSOA-related proprietary and confidential information, as characterized herein, that I have in my possession, having obtained same in the course of performing my duties, including without limitation printed or electronic documents, files, records, manuals, information stored on a personal computer, personal data assistant, electronic tablet, telephone, flash drive, computer disc or other manual or electronic storage device. Any printed or electronic materials not easily returned will be destroyed, deleted or otherwise corrupted and such action certified, in writing and signed by me, to the Executive Director and/or SSOA President.

I understand that a breach of this agreement by me, if proven, may result in actions being taken by the SSOA that may include employee disciplinary action or job termination and/or prosecution for remedy and recovery to the extent permitted by law or similar legal prosecution against non-employees serving in an otherwise voluntary capacity. I acknowledge that the SSOA's remedy in the form of monetary damages for any breach by me of any of the provisions of this Agreement may be inadequate and that, in addition to any remedy for such breach, the SSOA shall also be entitled to institute and maintain any appropriate proceeding(s) for relief in the form of specific performance and/or temporary and permanent injunction. Any action taken by the SSOA does not preclude or replace any other legal actions that may be taken by any other parties not directly affiliated with the SSOA.

Executed this ____ day of _____, 20__

Employee/Board Member/Other Volunteer
(cross out two as appropriate)

Attested to by Executive Director or Board
President (cross out one as appropriate)

2

03/2014

SPRINGFIELD SYMPHONY ORCHESTRA ASSOCIATION

Computer Use Policy

Incorporating Provisions Regarding SSOA Computers, Personal Electronic Devices (Bring Your Own Device/BYOD), Electronic Communications, Social Networking, Personal Web Sites and Web Logs

Springfield Symphony Orchestra Association Computers:

The Springfield Symphony Orchestra Association (SSOA) computers, internally generated and variously-sourced electronic files, and electronic mail (e-mail) are the property of the SSOA and are to be used for SSOA business purposes. SSOA employees, board members and other relevant volunteers have a responsibility to use the SSOA in-house computers and files appropriately. Misuse of these may result in disciplinary or other appropriate action, up to and including, termination. The SSOA computers contain e-mail, Internet-accessed and other electronically stored information that is considered proprietary to and by the SSOA and subject to the SSOA Confidentiality/Nondisclosure Policy.

Examples of inappropriate SSOA computer use include, but are not limited to:

Generating and/or sending threatening; harassing; sexually, racially or otherwise offensive, profane, vulgar or defamatory e-mail messages or files.

Illegally downloading files to SSOA computers or personal electronic devices when such devices are being used to assist in the conduct of SSOA business.

Accessing sites with clearly offensive, pornographic or illegal content.

Attempting to access another computer system without authorization.

Using on-duty time, computer and other resources to make personal online purchases or sales or for other personal gain.

Personal Employee/Volunteer-Owned Electronic Devices (Bring Your Own Device/BYOD):

The use of personal electronic devices (commonly known as Bring Your Own Device/BYOD) to assist employees, board members and other relevant volunteers in the conduct of SSOA business is permitted to the extent that it does not violate the SSOA Computer Use Policy and/or the SSOA Confidentiality/Nondisclosure Policy. Such use shall occur in a manner that employs SSOA computer security measures, such as SSOA e-mail or website log-in procedures when appropriate, or the secure use of Cloud file storage utilities such as Dropbox, Google Drive or the like.

Downloading SSOA proprietary or confidential content to personal devices is not permitted unless (1) deemed absolutely necessary to complete an assigned task and (2) is authorized in writing by an appropriate staff supervisor. The SSOA reserves the right to remove unauthorized content from personal devices if found. The SSOA shall not be responsible for damage to personal devices or personal files and suggests such files be backed up by the device owner. The SSOA shall not provide technical assistance for hardware or software maintenance of personal devices but may aid device owners so as to expedite the downloading and use of SSOA-authorized content. Functional maintenance, security and safekeeping of personal devices is the sole responsibility of the owner.

Electronic Communications, Social Networking, Personal Web Sites and Web Logs:

Social networking tools provide individuals and organizations with opportunities to reach out and connect with others. They also present unique challenges for both individuals and organizations. Lines between personal and professional social computing are not always clear. Questions and concerns should be discussed with an appropriate supervisor. Guidelines for use of these tools follow.

Social computing tools and services (e.g. Facebook, LinkedIn, Twitter, blogs, wikis; and device-owner-generated audio, photographs or videos) may be used for authorized or otherwise official SSOA business purposes.

It is an inappropriate use of SSOA computers to maintain, organize or participate in personal web sites, web logs (blogs), web journals, chat rooms, instant messaging or similar unless required to complete an authorized job task.

It is important to ensure that any personal online activities do not interfere with work responsibilities and commitments. While the SSOA respects the right of employees, board members and other relevant volunteers to utilize social networking tools separately from the conduct of SSOA business on their own time with their own facilities and devices, those who maintain or participate in blogs, chat rooms, or similar publicly-accessible Internet formats should refrain from posting content that:

Includes the SSOA's name, logo, or likeness in such a manner or form that implies content endorsement by the SSOA;

Permits an inference that the individual views expressed reflect the views of the SSOA (a full disclaimer statement of the content as being "personal views" should be included);

Discloses the SSOA's proprietary or confidential information;

Under the guise, inference or implication of officially representing the SSOA, is disrespectful of the SSOA, employees, musicians, patrons, donors, board members, volunteers or SSOA-utilized vendors.

Violates any of the SSOA's policies; local, state or federal law; or would cause the SSOA to not be in compliance with local, state or federal law.

Employees, board members and other relevant volunteers are solely responsible for postings to a personal web site, blog or other publication in any form of online social media that may include direct or implied references to the SSOA. The content of postings related to the SSOA on personal web sites or web logs maintained by employees, board members or other relevant volunteers should not be purposefully offensive, obscene, defamatory, threatening, infringe on intellectual property rights of the SSOA, contain illegal content, invade the privacy of or be injurious to another individual or the SSOA, or create a conflict of interest between the employee, board member or other relevant volunteer and the SSOA.

Breach of Policy:

Suspected violations of this policy should be reported to an appropriate supervisor or board officer. Depending on the nature of a proven violation and its potential damage to the SSOA, violators may be subject to disciplinary or other appropriate action, up to and including, termination. Any disciplinary action taken by the SSOA in response to a proven violation of this policy does not preclude or replace any other legal actions that may be taken by any other parties who may claim injury or harm based on an alleged violation of this policy.

Whistleblower Protection Policy
Reporting of Waste, Fraud and Abuse

In accordance with the Sarbanes-Oxley Act of 2002 and to facilitate the prompt reporting of suspected waste, fraud and abuse, the Springfield Symphony Orchestra has established this policy on Whistleblower Protection and Reporting of Waste, Fraud and Abuse.

A whistleblower as defined by this policy is an employee of the Springfield Symphony Orchestra who reports an activity that he/she considers to be illegal or dishonest to one or more of the parties specified in this Policy. The whistleblower is not responsible for investigating the activity or for determining fault or corrective measures; appropriate management officials are charged with these responsibilities.

Examples of illegal or dishonest activities are violations of federal, state or local laws; billing for services not performed or for goods not delivered; and other fraudulent financial reporting.

If an employee has knowledge of or a concern of illegal or dishonest fraudulent activity, waste of resources of the agency or persons served, or abuse of persons served, the employee is to contact the Executive Director of the Springfield Symphony Orchestra or the President of the Board of Trustees of the Springfield Symphony Orchestra. The employee must exercise sound judgment to avoid baseless allegations. An employee who intentionally files a false report of wrongdoing will be subject to discipline up to and including termination.

Whistleblower protections are provided in two important areas -- confidentiality and against retaliation. Insofar as possible, the confidentiality of the whistleblower will be maintained. However, identity may have to be disclosed to conduct a thorough investigation, to comply with the law and to provide accused individuals their legal rights of defense. The agency will not retaliate against a whistleblower. This includes, but is not limited to, protection from retaliation in the form of an adverse employment action such as termination, compensation decreases, or poor work assignments and threats of physical harm. Any whistleblower who believes he/she is being retaliated against must contact the Executive Director or the President of the Board of Trustees immediately. The right of a whistleblower for protection against retaliation does not include immunity for any personal wrongdoing that is alleged and investigated.

Employees with any questions regarding this policy should contact the Executive Director.

05/2009

SPRINGFIELD SYSPHONY ORCHESTRA ASSOCIATION

Document Retention and Destruction Policy

Introduction:

This Document Retention and Destruction Policy of the Springfield Symphony Orchestra identifies the record retention responsibilities of staff, volunteers, members of the Board of Trustees, and outsiders for maintaining and documenting the storage and destruction of the Organization's documents and records.

Rules:

*The Organization's staff, volunteers, members of the Board of Trustees and outsiders (i.e., independent contractors via agreements with them) are required to honor these rules: (a) paper or electronic documents indicated under the terms for retention below will be transferred and maintained by the Executive Director; (b) all other paper documents may be destroyed after three years; (c) all other electronic documents may be deleted from all individual computers, data bases, networks, and back-up storage after one year; and (d) **no paper or electronic documents will be destroyed or deleted if pertinent to any ongoing or anticipated government investigation or proceeding or private litigation.***

Terms for retention:

A. Retain permanently:

Governance records – Charter and amendments, Bylaws, other organizational documents, governing board and board committee minutes.

Tax records – Filed state and federal tax returns/reports and supporting records, tax exemption determination letter and related correspondence, files related to tax audits.

Intellectual property records – Copyright and trademark registrations and samples of protected works.

Financial records – Audited financial statements, attorney contingent liability letters.

B. Retain for ten years:

Payables, Receivables, Deposits

Pension and benefit records -- Pension (ERISA) plan participant/beneficiary records, actuarial reports, related correspondence with government agencies, and supporting records.

1

05/2009

Government relations records – State and federal lobbying and political contribution reports and supporting records.

C. Retain for seven years:

Employee/employment records – Employee names, addresses, social security numbers, dates of birth, INS Form I-9, resume/application materials, job descriptions, dates of hire and termination/separation, evaluations, compensation information, promotions, transfers, disciplinary matters, time/payroll records, leave/comp time/FMLA, engagement and discharge correspondence, documentation of basis for independent contractor status (retain for all current employees and independent contractors and for seven years after departure of each individual).

Lease, insurance, and contract/license records – Software license agreements, vendor, hotel, and service agreements, independent contractor agreements, employment agreements, consultant agreements, and all other agreements (retain during the term of the agreement and for seven years after the termination, expiration, non-renewal of each agreement).

D. Retain for one year:

All other electronic records, documents and files – Correspondence files, past budgets, bank statements, publications, employee manuals/policies and procedures, survey information.

Exceptions:

Exceptions to these rules and terms for retention may be granted only by the Organization's Executive Director or President of the Board.

SPRINGFIELD SYMPHONY ORCHESTRA ASSOCIATION

Executive Director*Search and Replacement Procedural Guidelines***Introduction:**

When the position of Executive Director has been declared vacant by Board action, the position shall be filled following the procedural guidelines described herein. While the Board and Search Committee reserve the right to modify these guidelines to accommodate conditions at the time of implementation, they shall do so with attention to the fairness, consistency and lawfulness of application.

NOTE: This document has been adapted from the publications *Managing Your Music Director Search* by Donald Thulean, 1997 and *Music Director Search Handbook* by Roger Saydack, 2012, both published by the League of American Orchestras. These publications should be consulted for further guidance, elaboration and advice regarding the search process. The Springfield Symphony Orchestra Association retains copies in the SSOA office and with the Personnel Committee.

Declaration of a Vacancy:

Under routine circumstances a vacancy shall exist (1) after the receipt of a written and accepted resignation, or (2) upon nonrenewal of an expired contract, or (3) upon termination for cause during the period of a contract for employment. No public announcement regarding this vacancy shall be made until an agreement about the departure of the current Executive Director has been reached and signed by the current Executive Director and the President of the Board acting as its representative.

Should a vacancy develop under other than routine circumstances, the provisions of this Search and Replacement procedure shall be followed to the extent possible.

Preliminary Considerations:

Prior to beginning the search the Board shall (1) determine a desired timeline for completion of the search and (2) determine, to the extent possible, a budget to cover the costs of conducting the search for approved items such as compensation for an Acting Executive Director, advertising, candidate interview travel expenses and other relevant administrative expenses.

Review of Position Description:

Prior to starting the search the Board shall conduct a review of the Executive Director Position Description to determine the need for changes, additions or deletions. Once finalized the position description shall be available for reference by candidates for the position.

Search Committee:

A Search Committee shall be appointed by the Board and charged with fundamental responsibility for conducting the search. The Search Committee shall typically consist of the following members:

Voting -

President and/or Vice President of the Association
 Personnel Committee Chair; Procedural parliamentarian
 Four (4) additional Trustees – volunteers; one to serve as secretary
 Music Director or designated representative

Women's Association of the SSO representative
Youth Symphony representative
Musicians representative (Ref.: 2014-2017 Mus. Mast. Agmt.; Art. XII:
Orch. Cmt.; Item D)
Nonvoting -
Administrative Staff representative

Variations on this composition may be employed. When deemed necessary and appropriate, consultation shall be made with other relevant constituency representatives. Voting status of committee members may be changed by Search Committee consensus.

The Search Committee Chair shall be designated from among the voting Trustee-members who are not serving as the committee secretary. The Chair may be a volunteer for the position or otherwise determined by committee consensus.

The Search Committee should anticipate a minimum of three months to complete the search and replacement process. However circumstances may dictate that as much as nine months to a year are needed and thus the Committee should plan accordingly.

Transition Period Between Executive Directors:

Based on the nature and timing of the departure of the current Executive Director, arrangements shall be made by the Executive Committee, in coordination with the Search Committee, to continue the coverage of the administrative responsibilities normally carried out by the Executive Director. This may include the naming of an Acting Executive Director at a mutually acceptable rate of compensation. The Acting Executive Director shall not be a candidate for the open position.

If agreeable to the Board and the outgoing Executive Director, the outgoing Executive Director may continue in the position until a replacement assumes the position. While the Search Committee may choose to consult with the outgoing Executive Director on any and all matters related to the search, the outgoing Executive Director shall not serve on the Search Committee.

Based on the nature of the departure of the current Executive Director, arrangements shall be made by the Executive Committee to conduct an exit interview of the outgoing Executive Director. This interview shall provide the opportunity for the outgoing Executive Director to offer a parting view of and make suggestions regarding the Association and its future. The Executive Committee shall report the results of this interview to the Board for its consideration and potential action.

Public Announcement Regarding Departure of the Current Executive Director:

The Board may choose to make a public announcement regarding the departure of the current Executive Director. Prior to this, all parties to the announcement shall agree in writing on the wording and timing of the announcement.

Development of Executive Director Search Profile:

The Search Committee shall develop an Executive Director Search Profile consisting of the skills and traits needed and desired in the next executive director. The Search Profile shall also include, for reference, any employment requirements, such as community residency, established by the Board to be applied to the next executive director. Examples of skills and traits may include but are not limited to the desire for exceptional administrative and organizational skills; a proven record of success in community relations, fundraising and marketing; strong interpersonal, leadership and communication skills; and a preference for background experience in music. The Search Committee shall seek advice from the Board regarding this profile and the Board's vision for the current and future needs of the Association (See Appendix A: Executive Director Search Profile - Board Survey). Development of this profile should be both idealistic and realistic as it will serve, along with the Executive Director Position Description, as the basis for the review of applicants. The Executive Director Search Profile is an internal document developed strictly for the use of the Search Committee.

Search Announcement:

Upon completion of the transition period arrangements and any public announcement by the Board regarding the departure of the current Executive Director, a search announcement shall be prepared. Placement may be made through but is not limited to advertising and/or professional distribution channels, as deemed appropriate, in order to secure maximum distribution. The Search Committee may also choose to employ a professional search agency (See Appendix B: Executive Director Search Announcement).

Screening Process:

The evaluation of applications shall be based essentially on the Executive Director Position Description, the Executive Director Search Profile and the extent to which, in the best judgment of the Search Committee, applicants have the potential to meet these responsibilities and traits in support of the mission of the Springfield Symphony Orchestra Association.

The Committee shall periodically report to the Board regarding the general progress of the search while maintaining the confidentiality of specific candidate information and outcomes of the screening process until such time as it is prepared to make a selection recommendation to the Board.

The Search Committee shall meet as necessary to accomplish the following.

3

11/2010

Step I: Initial screening of applications.

An initial screening of applications shall be conducted to determine: Group 1 -those to be considered further; Group 2 - those who may receive further consideration; and Group 3 - those who clearly are not qualified or otherwise do not merit further consideration. All applicants shall be notified by letter, under signature of the Search Committee Chair, that their materials have been received. These letters of notification shall be sent by the SSO office no more than two (2) working days after receipt of each application.

The Committee shall make every effort to confirm the credentials of applicants and may authorize the conducting of background checks and drug/alcohol testing.

Upon consideration of application information, the Committee shall establish a list of applicants to be interviewed by telephone. These selected applicants shall be sent an Association information packet containing the Code of Regulations, Musicians Master Agreement, Position Description, SSO season brochure and outreach program summary, Performing Arts Center brochure and other items as deemed appropriate.

Step II: Telephone interview of selected applicants and reference interviews.

The Committee shall conduct telephone interviews of selected applicants consisting of two calls to each applicant, as described in Appendix C. A standard set of questions shall be used as a general guideline by Committee members assigned to conduct these applicant interviews (See Appendix C: Telephone Interview Guideline Questions for Executive Director Applicants).

The Committee shall conduct interviews of references, preferably by telephone. A standard set of questions shall be used as a general guideline by Committee members assigned to conduct these interviews (See Appendix D: Guideline Questions for Executive Director Applicant References).

Upon consideration of these applicant and reference responses in addition to existing information, the Committee shall establish a list of candidates, the number to be determined at the discretion of the Committee. In-person interviews shall be scheduled.

Step III: In-person interviews.

Candidates shall be invited for an in-person interview with the Committee, to include an orientation to the Symphony facilities and, to the extent possible, an introduction to other Board members and the regional community. A standard format shall be used as a general guideline by the Committee to conduct in-person interviews. The in-person interview format may include an "open forum" setting with Committee members and invited guests followed by an "executive session" with Committee members. The Committee may choose to submit questions to the candidate in advance of the interview and request that the candidate make a presentation regarding these questions prior to any "open forum" and "executive session" questioning (See Appendix E: Guidelines for the Conduct of In-person Interviews - Executive Director).

The Committee in coordination with the Board shall determine what, if any, candidate travel costs shall be paid by the Association and shall render appropriate travel and host assistance to the candidates in the course of their visit.

4

05/2001

Step IV: Committee selection recommendation.

Following the completion of candidate interviews, the Committee shall meet as soon as possible in order to prepare a selection recommendation for submission to the Board. The report to the Board may consist of (1) a first and only choice, or (2) a first and alternate choice(s) ranked if more than one, or (3) a recommendation to reopen the search. The Committee should anticipate the possibility that the first choice may decline an offer of employment by selecting, if at all possible, at least a second choice. A vote of a simple majority is needed to recommend a candidate to the Board. The Committee shall submit the selection recommendation to the Board via the President.

Step V: Board of Trustees consideration of the recommendation.

The Board of Trustees shall meet to act on the Search Committee recommendation at the earliest possible time following receipt of the recommendation. This may be at the next regularly scheduled Board meeting or, if deemed appropriate, at a special Board meeting called for this purpose.

Following Board discussion of the Search Committee recommendation, the voting members shall act in executive session to confirm or reject the recommendation via motion. Rejection of the recommendation requires a simple majority vote. Rejection may result in a reopening of the search. This may require a reconstitution of the Search Committee and/or readvertising of the position and a return to Step I of the Screening Process. The Search Committee may also return to the existing list of candidates to reconsider those, if any, who were not initially recommended. Should the search be reopened, the Board shall act to reestablish and reaffirm that transitional provisions for maintaining organizational administrative activities are in place. The Board shall also determine what, if any, public announcement shall be made regarding the status of the search.

Approval of a motion to confirm a recommendation to hire a candidate requires a simple majority vote. Approval of a motion to hire a candidate shall, by its passage, give the President the authority to offer the position to the selected candidate. Assuming the selected candidate accepts the offer, the President and/or Executive Committee shall negotiate an employment contract with the selectee. In anticipation of this action the Board shall establish specific financial parameters, regarding salary and fringe benefits, within which the President/Executive Committee has the authority to negotiate an employment contract. The specific details of the salary and benefits package established via these negotiations shall be presented to the Board at a regular or special meeting, in executive session, for review and ratification, modification or rejection. Formulation of the employment contract shall include, as applicable, provisions found in Appendix F: Executive Director Contract Checklist. The Executive Director Contract Checklist is an internal document designed to aid in the writing of the contract.

Should the selected candidate reject the offer, the Board may, if it has not already done so, authorize offering the position to a second choice, should one exist. Lack of a second choice(s) will necessitate reopening the search.

5

05/2001

Step VI: Closure

Following contract agreement and signing by all appropriate parties, the indicated actions shall be taken as soon as possible in order to bring closure to the search process.

- 1. Remaining applicants shall be notified by letter. Final candidates shall be notified by telephone followed by a letter.*
- 2. Association staff, the Music Director and orchestra shall be notified of the results.*

3. *A public announcement regarding the employment of a new Executive Director shall, if deemed appropriate, be prepared and distributed.*

EXECUTIVE DIRECTOR SEARCH PROFILE - BOARD SURVEY

In order to begin the process for employing an executive director for the Springfield Symphony Orchestra Association, the Search Committee would like for you to consider the context in which this search will be conducted and rate the importance of the presence of the following skills and traits in our next executive director.

In thinking about this search context, consider our economic environment; the strength of our organization (musical, financial, educational, programming, marketing, etc.); our position in the community and our relationship to other arts organizations; the composition, strength and skills of the board and staff; our relationship with the media; our ability to provide human and financial resources to the executive director; etc.

Within this context, please rate these skills and traits on a scale of 1-4, as defined below. It is recognized that all of these items may be important to some degree and some may overlap. Specify and rate other items you suggest be considered. Check the box beneath your ratings. If desired, place any additional written comments on back.

	<i>1 = one of my</i>	<i>2 = highly</i>	<i>3 = desirable</i>	<i>4 = one of my lowest</i>
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	<i>highest priorities</i>	<i>desirable</i>	<i>, but not essential</i>	<i>priorities</i>
<i>1. Demonstrates a commitment to the mission</i>				
<i>2. Leads the staff and manages the organization</i>				
<i>3. Exercises responsible financial stewardship</i>				
<i>4. Leads and manages fundraising</i>				
<i>5. Follows highest ethical standards, ensures accountability and personal responsibility</i>				
<i>6. Leads implementation and periodic review of Strategic Plan</i>				
<i>7. Demonstrates strong communication skills</i>				
<i>8. Builds external relationships and serves as an advocate</i>				
<i>9. Ensures the quality and effectiveness of programs</i>				
<i>10. Provides informational support to the Board</i>				
<i>11. Demonstrates a knowledge of music education</i>				
<i>12. Demonstrates initiative</i>				
<i>13. Expresses a vision for the organization</i>				
<i>14. Understands importance of and is committed to building positive relationships with all stakeholders</i>				
<i>15. Demonstrates a dynamic public persona</i>				
<i>16. Demonstrates and encourages creativity</i>				
<i>17. Values collaboration</i>				
<i>18. Demonstrates capability for publicity and promotion</i>				
<i>19. Demonstrates a knowledge of symphonic music</i>				
<i>20. Demonstrates negotiation skills</i>				
<i>21. Demonstrates commitment to the use of volunteers</i>				
<i>22. Nurtures and supports staff</i>				
<i>23. Works with leadership to promote Board engagement</i>				
<i>24. Other (specify):</i>				

11/2010

Appendix B

EXECUTIVE DIRECTOR SEARCH ANNOUNCEMENT

(Example – modify as needed for currency)

Executive Director

Springfield Symphony Orchestra Association

Springfield, Ohio

www.springfieldsym.org

Organization: In its ____ season, the Springfield Symphony Orchestra is a well-established orchestra consisting of 80 members serving the greater Springfield and west central Ohio region. The SSOA is the parent organization of the ____ year-old Springfield Youth Symphony, Youth String Ensemble, Youth Chamber Orchestra and Children's Chorus. The SSO season (October through May) currently consists of a subscription series of four classical masterworks concerts and two light classical concerts. Additional concerts and ensemble performances are also given as part of area community outreach and education programs. Series concerts are performed in the 1500-seat state-of-the-art Kuss Auditorium of

the Clark State Performing Arts Center. The annual budget is approximately \$600,000. Music Director & Conductor is _____.

Duties: Responsible for the supervision of all administrative operations; manages season and single ticket sale campaigns and all fund raising campaigns; oversees educational programs and community outreach activities; negotiates all contracts; prepares all budgets; participates in the development of program repertoire and selection of guest artists and the maintenance of orchestra artistic performance; serves as primary public spokesperson for the SSOA; supervises a full-time staff of ____, part-time staff of ____.

Qualifications: Exceptional administrative and organizational skills; dynamic with proven record of success in community relations, fundraising and marketing; strong interpersonal, leadership and communication skills; background experience in music preferred. Area residency which allows for regular availability and community involvement within the SSO marketing region a high priority.

Compensation: Commensurate with experience. Other fringe benefits available.

Application: Please send letter of application, resume and references (minimum of three to include addresses and phone numbers) by (Date) to: Executive Director Search Committee; Springfield Symphony Orchestra; P.O. Box 1374; Springfield, Ohio 45501.

05/2011
Appendix C

TELEPHONE INTERVIEW GUIDELINE QUESTIONS FOR EXECUTIVE DIRECTOR APPLICANTS

Telephone interviews are designed to help narrow the pool of viable candidates. Two calls are made to each candidate.

It is **not legal** to ask about: medical or mental health history; national origin, citizenship status, race, or ancestry; height, weight, physical characteristics, or any disability; military service history; marital status, number of children/child care needs, or sexual orientation; age; receipt of unemployment insurance, workers' compensation, or disability benefits; religion or religious beliefs.

A specific question set is prepared by the Committee based on these guidelines and the Search Profile.

Preliminary call:

1. Determine the applicant's continued interest.
2. Set a time for the interview call.
3. Explain the procedure (such as use of speakerphone, time needed, series of open-ended questions, opportunity to ask questions etc.).

Main Interview call: **Applicant desires confidentiality of application re current employer.**

Yes _____ No _____ Not Applicable _____

May we contact others besides references?

Yes _____ No _____ Not Applicable _____

1. **Administrative:**
Describe your management style.
What steps would you take to assist in the continued artistic growth of the orchestra?
What is your experience with season and single ticket campaigns? With fundraising campaigns?
2. **Music:**
Do you have an amateur/professional background in music? Playing? Performance?
3. **Community:**
What do you see as your role in the community?
How would you go about audience development?
How would you help the orchestra work with youth/educational/outreach programs?

4. *Relationships:*
How should the Executive Director relate to the Board? Staff? Music Director? Musicians? Volunteer groups?
5. *Personal:*
What are your strengths?
What areas are you working on to develop?
If you were to become Executive Director, where would you live?
6. *Applicant's Questions:*
Offer an open-ended opportunity for applicant's questions/concerns.

05/2001
Appendix D

GUIDELINE QUESTIONS FOR EXECUTIVE DIRECTOR APPLICANT REFERENCES

*It is **not legal** to ask about: medical or mental health history; national origin, citizenship status, race, or ancestry; height, weight, physical characteristics, or any disability; military service history; marital status, number of children/child care needs, or sexual orientation; age; receipt of unemployment insurance, workers' compensation, or disability benefits; religion or religious beliefs.*

1. *In what capacity do you know and/or have you worked with the candidate? How long?*
2. *Does the applicant exhibit enthusiasm? Creativity? Industry?*
3. *Does the applicant have a mutually respectful relationship with the musicians/employees/administrative staff?*
4. *What do you think are the applicant's strongest personal attributes?*
5. *What leadership qualities does the applicant demonstrate?*
6. *How effective is the applicant in accomplishing the organization's goals?*
7. *What program and fundraising successes did the applicant accomplish during their tenure?*
8. *What is your opinion of the applicant's personal relations skills?*
9. *Will the applicant be able to work cooperatively with the Board of Trustees?*
10. *Other questions as may develop during the discussion (please document specifics).*
11. *Do you have anything else you would like to add to your comments about the applicant?*

GUIDELINES FOR THE CONDUCT OF IN-PERSON INTERVIEWS – EXECUTIVE DIRECTOR

*It is **not legal** to ask about: medical or mental health history; national origin, citizenship status, race, or ancestry; height, weight, physical characteristics, or any disability; military service history; marital status, number of children/child care needs, or sexual orientation; age; receipt of unemployment insurance, workers' compensation, or disability benefits; religion or religious beliefs.*

A specific question set is prepared by the Committee based on these guidelines and the Search Profile.

1. *Initial questions should probe the candidate's background, training, experience, motivations, qualities and skills.*
2. *How does the candidate envision the role of Executive Director?*
3. *Work toward getting a comprehensive impression of the candidate as a potential executive leader of the Association. Is the candidate a team player? How does the candidate view organizational governance, management, the role of the Music Director and the role of the Board?*
4. *What is the candidate's vision for an orchestra of the type exemplified by the SSO?*
5. *Is the candidate comfortable speaking in public?*
6. *Why does the candidate want to work with the SSO?*
7. *What kind of commitment would the candidate be willing to make to the Association? Is city or regional residence a concern?*
8. *Prior to the interview the candidate should be given the opportunity to review the Code of Regulations, Executive Director and Music Director position descriptions, evaluation review policies, the musician's master agreement, and any other policies of employment. Does the candidate understand the contents and can the candidate work effectively within these guidelines?*
9. *Discuss the parameters of the Executive Director contract.*
10. *Offer the opportunity for questions and comments from the candidate.*
11. *Conclude by describing how the selection process will proceed and the anticipated timing of the final decision.*

EXECUTIVE DIRECTOR CONTRACT CHECKLIST

Salary:

1. *Specify amount.*
2. *Specify payment made to individual, agent, corporation or other.*

3. *Specify time period over which and increments at which payment is made.*

Benefits:

1. *Specify insurance benefits of any type such as health, life, disability etc.*
2. *Specify any perquisites such as travel, moving or general expense allowance.*
3. *Specify, if applicable, any retirement benefit.*
4. *Specify, if applicable, paid vacation periods and determination of usage rights.*
5. *Specify, if applicable, paid holidays.*
6. *Specify the applicability of the **Staff Leave Policies**.*

Residency:

Specify, if applicable, any city or regional residency requirement.

Scope of Authority and Responsibility:

*Specify the applicability of the **Executive Director Position Description**.*

Term of Contract:

Specify number of years.

*Specify date(s), if applicable, relevant to renewal and/or renegotiation, subject to the provisions of the **Performance Review Process**.*

Specify provisions for termination by either party.

Other Provisions:

1. *Specify use of executive director's name such as inclusion with orchestra's name in all printed materials, programs, advertisement copy etc.*
2. *Specify, if applicable, the exclusivity of employment of the executive director by the Springfield Symphony Orchestra Association.*
3. *Specify that the executive director includes a reference to holding the position of Executive Director of the Springfield Symphony Orchestra in any official biography.*
4. *Specify, if applicable, the status of member-in-good-standing of any relevant professional organizations.*
5. *Specify effect of court rulings against any part of the contract.*
6. *Specify applicability of settlement by arbitration regarding contract provisions and potential court judgment.*
7. *Specify applicability of the laws of the State of Ohio.*
8. *Specify obligations of employer.*

05/2001

SPRINGFIELD SYMPHONY ORCHESTRA ASSOCIATION

Music Director & Conductor

Search and Replacement Procedural Guidelines

Introduction:

When the position of Music Director & Conductor, referred to throughout as the Music Director, has been declared vacant by Board action, the position shall be filled following the procedural guidelines described herein. While the Board and Search Committee reserve the right to modify these guidelines to accommodate conditions at the time of implementation, they shall do so with attention to the fairness, consistency and lawfulness of application.

NOTE: This document has been adapted from the publications Managing Your Music Director Search by Donald Thulean, 1997 and Music Director Search Handbook by Roger Saydack, 2012, both published by the League of American Orchestras. These publications should be consulted for further guidance, elaboration and advice regarding the search process. The Springfield Symphony Orchestra Association retains copies in the SSOA office and with the Personnel Committee.

Declaration of a Vacancy:

Under routine circumstances a vacancy shall exist (1) after the receipt of a written and accepted resignation, or (2) upon nonrenewal of an expired contract, or (3) upon termination for cause during the period of a contract for employment. No public announcement regarding this vacancy shall be made until an agreement about the departure of the current Music Director has been reached and signed by the current Music Director and the President of the Board acting as its representative.

Should a vacancy develop under other than routine circumstances, the provisions of this Search and Replacement procedure shall be followed to the extent possible.

Preliminary Considerations:

Prior to beginning the search the Board shall (1) consider the current artistic direction of the orchestra and determine any need for a change, (2) determine a desired timeline for completion of the search and (3) determine, to the extent possible, a budget to cover the costs of conducting the search for approved items such as compensation for an Acting Music Director and/or Conductor, advertising, Search Committee and candidate travel expenses, guest conductor compensation, and other relevant administrative expenses.

Review of Position Description:

Prior to starting the search the Board shall conduct a review of the Music Director position Description to determine the need for changes, additions or deletions. Once finalized the position description shall be available for reference by candidates for the position.

1

12/2012

Search Committee:

A Search Committee shall be appointed by the Board and charged with fundamental responsibility for conducting the search. The Search Committee shall typically consist of the following members:

Voting -

President and/or Vice President of the Association

Personnel Committee Chair; Procedural parliamentarian

Five (5) additional Trustees - volunteers; one to serve as secretary

Musicians representative (Ref.: 2011-2014 Mus. Mast. Agmt.; Art. XII:

Orch. Cmt.; Item D)

Nonvoting -

Executive Director - advisory member and administrative process liaison

Variations on this composition may be employed. When deemed necessary and appropriate, consultation shall be made with constituency representatives from such groups as the Women's Association of the SSO and the Youth Symphony. Voting status of committee members may be changed by Search Committee consensus.

The Search Committee Chair shall be designated from among the voting Trustee-members who are not serving as the committee secretary. The Chair may be a volunteer for the position or otherwise determined by committee consensus.

The Search Committee should anticipate an eighteen-month to two-year time period to complete the search and replacement process and plan accordingly.

Transition Period Between Music Directors:

Based on the nature and timing of the departure of the current Music Director, arrangements shall be made by the Executive Committee, in coordination with the Search Committee, to continue the coverage of the artistic, performance and administrative responsibilities normally carried out by the Music Director. This may include the naming of an Acting Music Director to supervise artistic administration at a mutually acceptable rate of compensation.

The Acting Music Director may also be employed to serve as Acting Conductor at a mutually acceptable rate of compensation. However, conducting duties, as required, may be assigned to another

employee, such as an Orchestra musician, at a mutually acceptable rate of compensation. The Acting Music Director and/or Acting Conductor shall not be a candidate for the open position.

If agreeable to the Board and the outgoing Music Director, the outgoing Music Director may continue in the position until a replacement assumes the position. While the Search Committee may choose to consult with the outgoing Music Director on any and all matters related to the search, the outgoing Music Director shall not serve on the Search Committee.

Based on the nature of the departure of the current Music Director, arrangements shall be made by the Executive Committee to conduct an exit interview of the outgoing Music Director. This interview shall provide the opportunity for the outgoing Music

Director to offer a parting view of and make suggestions regarding the Association and its future. The Executive Committee shall report the results of this interview to the Board for its consideration and potential action.

Public Announcement Regarding Departure of the Current Music Director:

The Board may choose to make a public announcement regarding the departure of the current Music Director. Prior to this, all parties to the announcement shall agree in writing on the wording and timing of the announcement.

Development of Music Director Search Profile:

The Search Committee shall develop a Music Director Search Profile consisting of the skills and traits needed and desired in the next music director. The Search Profile shall also include, for reference, any employment requirements established by the Board to be applied to the next music director. Examples of skills and traits may include but are not limited to the desire for exceptional musicianship and conducting skills; a proven record of success in orchestral development, programming and audience relations; and strong interpersonal, leadership, communication, administrative and organizational skills. The Search Committee shall seek advice from the Board regarding this profile and the Board's vision for the current and future needs of the Association (See Appendix A: Music Director Search Profile - Board Survey). Development of this profile should be both idealistic and realistic as it will serve, along with the Music Director & Conductor Position Description, as the basis for the review of applicants. The Music Director Search Profile is an internal document developed strictly for the use of the Search Committee.

Search Announcement:

Upon completion of the transition period arrangements and any public announcement by the Board regarding the departure of the current Music Director, a search announcement shall be prepared. Placement may be made through but is not limited to advertising and/or professional distribution channels, as deemed appropriate, in order to secure maximum distribution. The Search Committee may also choose to employ a professional search agency (See Appendix B: Music Director & Conductor Search Announcement).

Screening Process:

The evaluation of applications shall be based essentially on the Music Director & Conductor Position Description, the Music Director Search Profile and the extent to which, in the best judgment of the Search Committee, applicants have the potential to meet these responsibilities and traits in support of the mission of the Springfield Symphony Orchestra Association.

The Committee shall periodically report to the Board regarding the general progress of the search while maintaining the confidentiality of specific candidate information and outcomes of the screening process until such time as it is prepared to

make a selection recommendation to the Board.

The Search Committee shall meet as necessary to accomplish the following.

Step I: Initial screening of applications.

An initial screening of applications shall be conducted to determine: Group 1 -those to be considered further; Group 2 - those who may receive further consideration; and Group 3 - those who clearly are not qualified or otherwise do not merit further consideration. All applicants shall be notified by letter, under signature of the Search Committee Chair, that their materials have been received. These letters of notification shall be sent by the SSO office no more than two (2) working days after receipt of each application.

The Committee shall make every effort to confirm the credentials of applicants and may authorize the conducting of background checks and drug/alcohol testing.

Upon consideration of application information, the Committee shall establish a list of applicants to be invited to submit videotapes of performances. These selected applicants shall be sent an Association information packet containing the Code of Regulations, Musicians Master Agreement, Position Description, SSO season brochure and outreach program summary, Performing Arts Center brochure and other items as deemed appropriate.

Step II: Review of performance videotapes.

The Committee shall invite selected applicants to submit performance videotapes, if available, by a stated deadline and review these videotapes in a timely manner. The Committee shall confirm continued applicant interest in the position by those who were invited to do so but did not submit videotapes by the stated deadline.

Upon consideration of all information available, the Committee shall establish a list of applicants to be interviewed by telephone.

Step III: Telephone interview of selected applicants and reference interviews.

The Committee shall conduct telephone interviews of selected applicants consisting of two calls to each applicant, as described in Appendix B. A standard set of questions shall be used as a general guideline by Committee members assigned to conduct these applicant interviews (See Appendix C: Telephone Interview Guideline Questions for Music Director & Conductor Applicants).

The Committee shall conduct interviews of references for selected applicants, preferably by telephone. A standard set of questions shall be used as a general guideline by Committee members assigned to conduct these interviews (See Appendix D: Guideline Questions for Music Director & Conductor Applicant References).

Upon consideration of these applicant and reference responses in addition to existing information, the Committee shall establish a list of candidates to be considered for site visits, the number to be determined at the discretion of the Committee.

Step IV: Site visits.

In view of such factors as the number of viable candidates, travel considerations and budgetary issues, the Committee shall review the merits of conducting site visits for

all selected candidates. Either all or none of these candidates shall be the subject of a site visit. Site visits shall include attendance at a rehearsal. However, in the conduct of site visits and to the extent possible, the Committee shall be attentive to any known desire of an applicant to keep the candidacy confidential. Desired confidentiality of a candidate's application shall be determined, if unknown, in the course of scheduling a site visit with the candidate. A standard format shall be used as a general guideline by Committee members assigned to conduct site visits (See Appendix E: Music Director & Conductor Site Visit Evaluation Form).

Upon completion of site visits, if utilized, or alternatively the completion of Step III above, the Committee shall establish a list of candidates to be engaged as guest conductors for the auditioning concert season. Given the typical five-concert season, up to five candidates may be selected. The Board may authorize a larger number, based on Committee recommendation, while recognizing the timing and cost effect this will have on the search and seasonal concert schedule.

Auditioning Concerts and Guest-Conductor Candidate Interviews:

Step I: Engagement of candidates for the auditioning concert season.

The Committee shall, in coordination with the Executive Director, Music Director if appropriate and Board, proceed to plan the auditioning concert season. In keeping with a basic mission of the Association to present classical symphonic music, and for consistency of comparison, all concerts in a given auditioning cycle may be designated as classical masterworks concerts in order to accommodate the number of guest-conductor candidates. The following guidelines shall be used to develop the auditioning concert season.

- 1. To the extent possible, while recognizing the need to present a balanced seasonal repertoire, candidates should be given the opportunity to conduct works of choice.*
- 2. Should guest artists already be engaged for some or all of the auditioning season and, therefore, some concert repertoire already established, the candidate shall be requested to develop a program around the work to be performed by the soloist.*
- 3. Candidates shall be advised that they are to work through and with the Music Director and Executive Director in order to coordinate their wishes with the needs of the concert season.*
- 4. Candidates shall be notified of all planned rehearsal and concert appearances with the orchestra to include the number, dates, times and length of rehearsals.*
- 5. Candidates shall be notified of all other auxiliary appearances that may be required, such as post-concert events, or may otherwise be included during the visit such as meetings with other Board members and/or administrative staff, the Orchestra Committee or an orientation to the regional community.*
- 6. Candidates shall be notified of the timing of the Search Committee interview in conjunction with their appearance as a guest conductor.*
- 7. Candidates shall be notified of the financial compensation to be received for their performance of professional services.*

5

05/2001

- 8. The Committee in coordination with the Board shall determine what, if any, candidate travel and visitation costs shall be paid by the Association and notify the candidates accordingly.*
- 9. Candidates shall be notified of other relevant provisions for their visit (See Appendix F: Guest Conductor Visitor Information Sheet).*

Step II: Review of guest conductor performances.

All members of the Committee shall make every effort to attend and evaluate at least one and, if possible, all of the rehearsals and the concert under the direction of each guest conductor. Candidates shall be informed that members of the Search Committee shall be in attendance at the rehearsals. For review of the rehearsals a standard set of guiding questions shall be employed to assist Committee members in this review (See Appendix G: Guest Conductor-Candidate Rehearsal Evaluation Checklist).

Orchestra members shall be solicited for voluntary input regarding their experience with and opinion of each guest conductor. This may come in the form of informal but considered conversations with musicians and/or structured in-depth discussions with principal members and other leaders within the orchestra and shall include distribution of a questionnaire to all orchestra members (See Appendix H: Guest Conductor Evaluation Guideline Form for Musicians).

Committee members may wish to note any other comments that may come their way from other sources, such as audience members, that they determine to be relevant to assisting in the evaluation of the candidates. All input shall be reviewed and considered in preparation for making the selection recommendation to the Board.

Step III: Guest conductor in-person interviews.

The Committee shall schedule an in-person interview to be conducted during the time period of each guest conductor's concert visit. Candidates shall be informed at the time the visit is being scheduled to come to the interview prepared to present a proposed concert season to include repertoire and guest artists. A standard format shall be used as a general guideline by the Committee to conduct in-person interviews. The in-person interview format may include an "open forum" setting with Committee members and invited guests followed by an "executive session" with Committee members. The Committee may choose to submit questions to the candidate in advance of the interview and request that the candidate

make a presentation regarding these questions prior to any “open forum” and “executive session” questioning (See Appendix I: Guidelines for the Conduct of In-person Interviews - Music Director & Conductor).

Selection:

Step I: Committee selection recommendation.

Following the completion of the auditioning concert season and candidate interviews, the Committee shall meet as soon as possible in order to prepare a selection recommendation for submission to the Board. The report to the Board may consist of (1) a first and only choice, or (2) a first and alternate choice(s) ranked if more than one, or (3) a recommendation to reopen the search. The Committee should anticipate the

possibility that the first choice may decline an offer of employment by selecting, if at all possible, at least a second choice. A vote of a simple majority is needed to recommend a candidate to the Board. The Committee shall submit the selection recommendation to the Board via the President.

At any point during the auditioning season the Search Committee may recommend hiring a candidate. Should this be the case, the Committee shall proceed to Step II, below. The concert season shall continue with the other previously scheduled guest conductors so as to be prepared should the recommended candidate not accept the position or otherwise be rejected by Board action.

Step II: Board of Trustees consideration of the recommendation.

The Board of Trustees shall meet to act on the Search Committee recommendation at the earliest possible time following receipt of the recommendation. This may be at the next regularly scheduled Board meeting or, if deemed appropriate, at a special Board meeting called for this purpose.

Following Board discussion of the Search Committee recommendation, the voting members shall act in executive session to confirm or reject the recommendation via motion. Rejection of the recommendation requires a simple majority vote. Rejection may result in a reopening of the search. This may require a reconstitution of the Search Committee and/or readvertising of the position and a return to Step I of the Screening Process. The Search Committee may also return to the existing list of candidates to reconsider those, if any, who were not initially recommended. Should the search be reopened, the Board shall act to reestablish and reaffirm that transitional provisions for maintaining artistic, performance and related administrative activities are in place. The Board shall also determine what, if any, public announcement shall be made regarding the status of the search.

Approval of a motion to confirm a recommendation to hire a candidate requires a simple majority vote. Approval of a motion to hire a candidate shall, by its passage, give the President the authority to offer the position to the selected candidate. Assuming the selected candidate accepts the offer, the President and/or Executive Committee shall negotiate an employment contract with the selectee. In anticipation of this action the Board shall establish specific financial parameters, regarding salary and fringe benefits, within which the President/Executive Committee has the authority to negotiate an employment contract. The specific details of the salary and benefits package established via these negotiations shall be presented to the Board at a regular or special meeting, in executive session, for review and ratification, modification or rejection. Formulation of the employment contract shall include, as applicable, provisions found in Appendix J: Music Director & Conductor Contract Checklist. The Music Director & Conductor Contract Checklist is an internal document designed to aid in the writing of the contract.

Should the selected candidate reject the offer, the Board may, if it has not already done so, authorize offering the position to a second choice, should one exist. Lack of a second choice(s) will necessitate reopening the search.

Step III: Closure

Following contract agreement and signing by all appropriate parties, the indicated actions shall be taken as soon as possible in order to bring closure to the search process.

- 1. Remaining applicants shall be notified by letter. Final candidates shall be notified by telephone followed by a letter.*
- 2. Association staff, the orchestra and former Music Director shall be notified of the results.*
- 3. A public announcement regarding the employment of a new Music Director & Conductor shall, if deemed appropriate, be prepared and distributed.*

Appendix A

MUSIC DIRECTOR SEARCH PROFILE - BOARD SURVEY

In order to begin the process for employing a music director & conductor for the Springfield Symphony Orchestra Association, the Search Committee would like for you to consider the context in which this search will be conducted and rate the importance of the presence of the following skills and traits in our next music director.

In thinking about this search context, consider our economic environment; the strength of our organization (musical, financial, educational, programming, marketing, etc.); our position in the community and our relationship to other arts organizations; the composition, strength and skills of the board and staff; our relationship with the media; our ability to provide human and financial resources to the music director; etc.

Within this context, please rate these skills and traits on a scale of 1-4, as defined below. It is recognized that all of these items may be important to some degree and some may overlap. Specify and rate other items you suggest be considered. Check the box beneath your ratings. If desired, place any additional written comments on back.

	<i>1 = one of my highest priorities</i>	<i>2 = highly desirable</i>	<i>3 = desirable, but not essential</i>	<i>4 = one of my lowest priorities</i>
<i>1. Demonstrates commitment to SSO mission and vision</i>				
<i>2. Has comprehensive musical and repertoire knowledge</i>				
<i>3. Demonstrates outstanding artistic and conducting skills</i>				
<i>4. Committed to artistic growth of orchestra</i>				
<i>5. Committed to personal artistic growth</i>				
<i>6. Ensures artistic integrity of orchestra and performances</i>				
<i>7. Has ability to develop innovative programming while being attentive to the patron environment</i>				
<i>8. Is a sensitive accompanist and is comfortable in a variety of musical genres</i>				
<i>9. Can effectively manage orchestra auditions/personnel</i>				
<i>10. Has mastery of musical instrument/performance experience and/or experience in music composition</i>				
<i>11. Has knowledge of/commitment to music education</i>				
<i>12. Committed to support of Youth Orchestras</i>				
<i>13. Collaborates with audience development/fund raisers</i>				
<i>14. Committed to building positive relationships with Board, staff, volunteers, orchestra and public</i>				
<i>15. Demonstrates dynamic public persona</i>				
<i>16. Demonstrates strong communication skills</i>				
<i>17. Collaborates with orchestra publicity/promotion</i>				
<i>18. Has knowledge of/experience selecting guest artists</i>				
<i>19. Able to work effectively with Executive Director</i>				
<i>20. Has ability/willingness to work within Board policies</i>				
<i>21. Works constructively within budgetary constraints</i>				
<i>22. Provides artistic information and advice to the Board</i>				
<i>23. Other (specify):</i>				

05/2011

Appendix B

MUSIC DIRECTOR & CONDUCTOR SEARCH ANNOUNCEMENT

(Example – modify as needed for currency)

**Music Director & Conductor
Springfield Symphony Orchestra Association
Springfield, Ohio**

Organization: In its ____ season, the Springfield Symphony Orchestra is a well-established orchestra consisting of 80 members serving the greater Springfield and west central Ohio region. The SSOA is the parent organization of the ____-year-old Springfield Youth Symphony, the Youth String Ensemble and the Youth Chamber Orchestra. The SSO season (October through May) currently consists of a subscription series of four classical masterworks concerts and two light classical concerts. Additional concerts and ensemble performances are also given as part of area community outreach and education programs. Series concerts are performed in the 1500-seat state-of-the-art Kuss Auditorium of the Clark State Performing Arts Center. The annual budget is approximately \$600,000.

Duties: Responsible for supervision of all artistic operations; conducts rehearsals and concerts; oversees orchestra auditions and selection of personnel; participates in the development of program repertoire, selection of guest artists and the maintenance of orchestra artistic performance; maintains a liaison relationship with the Youth orchestras; participates in fund raising and community outreach activities.

Qualifications: Exceptional musicianship and conducting skills; dynamic with proven record of success in orchestral development, programming and audience relations; strong interpersonal, leadership, communication, administrative and organizational skills.

Compensation: Commensurate with experience.

Application: Please send letter of application, resume and references (minimum of three to include addresses and phone numbers) by (Date) to: Music Director & Conductor Search Committee; Springfield Symphony Orchestra; P.O. Box 1374; Springfield, Ohio 45501. Please indicate any areas of special musical interest. Please do not send video or audio tapes at this time.

05/2011
Appendix C

TELEPHONE INTERVIEW GUIDELINE QUESTIONS FOR MUSIC DIRECTOR & CONDUCTOR APPLICANTS

Telephone interviews are designed to help narrow the pool of viable candidates. Two calls are made to each candidate.

It is **not legal** to ask about: medical or mental health history; national origin, citizenship status, race, or ancestry; height, weight, physical characteristics, or any disability; military service history; marital status, number of children/child care needs, or sexual orientation; age; receipt of unemployment insurance, workers' compensation, or disability benefits; religion or religious beliefs.

A specific question set is prepared by the Committee based on these guidelines and the Search Profile.

Preliminary call:

1. Determine the applicant's continued interest.
2. Set a time for the interview call.
3. Explain the procedure (such as use of speakerphone, time needed, series of open-ended questions, opportunity to ask questions etc.).

Main Interview call: **Applicant desires confidentiality of application re current employer.**

Yes _____ No _____ Not Applicable _____
May we contact others besides references?

1. Music: Yes _____ No _____ Not Applicable _____
Describe your personal music preferences and interests.

*Given your knowledge of the SSO, how would you plan a subscription concert series?
What steps would you take to continue the artistic growth of the orchestra?
How would you help the orchestra work with youth/educational/outreach programs?*

2. *Administrative:
Are you willing and able to assume the administrative responsibilities of the position? How would you balance your SSO work with other professional employment or commitments?*
3. *Community:
What do you see as your role in the community? With audience development?
What do you see as your role off the podium such as with fund raising?*
4. *Relationships:
How should the Music Director relate to the Board? Staff? Executive Director? Musicians?
Volunteer groups?*
5. *Personal:
What are your strengths? What areas are you working on to develop?*
6. *Attempt to determine the candidate's degree of interest and commitment in pursuing the position.*
7. *Applicant's Questions:
Offer an open-ended opportunity for applicant's questions/concerns.*
8. *Closing:
If invited, are you interested in conducting a concert of the orchestra next season?
Please send us a written salary history.*

05/2001

Appendix D

GUIDELINE QUESTIONS FOR MUSIC DIRECTOR & CONDUCTOR APPLICANT REFERENCES

*It is **not legal** to ask about: medical or mental health history; national origin, citizenship status, race, or ancestry; height, weight, physical characteristics, or any disability; military service history; marital status, number of children/child care needs, or sexual orientation; age; receipt of unemployment insurance, workers' compensation, or disability benefits; religion or religious beliefs.*

1. *In what capacity do you know and/or have you worked with the candidate? How long?*
2. *Is the applicant able to command artistic respect? Is the applicant able to develop musicians musically?*
3. *Does the applicant exhibit enthusiasm? Creativity? Industry?*
4. *Do you think this position would be a positive career opportunity for the applicant at this time?*
5. *What is your impression of the applicant's baton technique? Rehearsal process?
(ask of musicians who may be given as a reference)*
6. *Does the applicant have a mutually respectful relationship with the musicians?*
7. *Describe the applicant's experience with overall conducting? With pops and/or educational programming? Youth orchestras and soloists?*
8. *What do you think are the applicant's strongest personal attributes?*
9. *What leadership qualities does the applicant demonstrate?*

10. *What is your opinion of the applicant's personal relations skills?*
11. *How would the applicant develop the community image of the orchestra? How would the applicant develop audience appeal?*
12. *Would the applicant be able to carry out the administrative responsibilities of the position? Will the applicant be able to work cooperatively with the administrative staff and the Board of Trustees?*
13. *Other questions as may develop during the discussion (please document specifics).*
14. *Do you have anything else you would like to add to your comments about the applicant?*

05/2001
Appendix E

MUSIC DIRECTOR & CONDUCTOR SITE VISIT EVALUATION FORM

Candidate's name: _____

Date(s) and location of visit: _____

Visit conducted by: _____

Concert(s), rehearsal(s), or event(s) attended: _____

1. *Musical observations (include copy of the program):*
2. *Rehearsal observations:*
3. *Other observations (pre-concert lecture, speaking to a community group, reception):*
4. *Personal meeting with the candidate. Include comments/observations regarding:*
 - Music Director's role -*
 - Programming philosophy -*
 - Music education ideas -*
 - Pre-concert lecture -*
 - Involvement in public relations or fund-raising -*
5. *Discussions with Board or community members (include affiliation of commentator):*
6. *Other comments/observations:*
7. *Evaluation and recommendations:*

Attach additional sheets if necessary.

5/2001
Appendix F

GUEST CONDUCTOR VISITOR INFORMATION SHEET

(Example)

Transportation and Lodging:

A driver will be available to take you to and from the airport for your arrival and departure. Advance notification of arrival/departure times should be given as soon as possible.

Hotel accommodations are adjacent to and within walking distance of the concert hall across a parking lot. Symphony staff will host and escort as needed.

If you require more extensive car arrangements for a guest or yourself, we will assist if possible or otherwise recommend additional transportation services.

Concert Dress:

For men, orchestra dress is white tie and tails. For women, dress is formal black or black and white attire.

Concert Tickets:

Conductor's complimentary seating has been reserved in your name for the concert. Tickets (6-10, fewer if desired) may be mailed to you in advance, left at the box office or hand delivered as requested. Additional tickets may be arranged for purchase through us. Please indicate your preference and ticket quantity as soon as possible.

Dressing Room:

Your dressing room is located backstage, directly across from the Green Room. Access will be via assistance from the SSO staff. If necessary, arrangement for protection of valuables may be made.

Rehearsals:

Please note that Search Committee members may be in attendance at rehearsals. Dress is casual.

Telephone Contacts:

<u>Name</u>	<u>Title</u>	<u>Office</u>	<u>Home</u>
	Executive Director		
	Operations Director		
	Librarian		
	Personnel Manager		

05/2001
Appendix G

GUEST CONDUCTOR-CANDIDATE REHEARSAL EVALUATION CHECKLIST

Search Committee members should consider these guideline questions as they observe each candidate's rehearsal procedures.

1. *How does the conductor begin the rehearsal? Is there a sense of purpose and order to the approach? Are the musicians engaged in the process? Does the conductor seem to have prepared for the rehearsal?*
2. *How is rehearsal time used? Does the conductor have a plan for the rehearsal? Is (s)he impatient, encouraging, demanding? Are comments and instructions positive? Does (s)he instruct by example?*
3. *During the rehearsal break does the conductor engage the musicians in conversation or retreat to the dressing room?*
4. *Is progress evident from one rehearsal to the next? Do musicians seem to have a sense of accomplishment?*
5. *What is the candidate's rehearsal demeanor? Strict? Demeaning? Does the conductor respect the integrity of the orchestra and the music? Is this a personality and style that will wear well with the orchestra? What is the rehearsal atmosphere? Tense? Disciplined? Relaxed? Is it appropriate to the tasks at hand? How does the orchestra react? Is the conductor open to questions? Do the answers seem satisfactory?*
6. *Does the conductor begin and end on time and show respect for the contractual definitions of the rehearsal?*
7. *How does the conductor deal with problems, i.e. intonation, balance, tone, dynamics? Are these issues addressed, ignored, corrected? Are the musicians blamed or helped? Are specific problems rectified? If so, are the musicians told so? If not, what steps are taken to address the problems in another way?*
8. *What happens at the final rehearsal? Is it just a run-through? Are some finishing touches applied? Is it no different than any other rehearsal?*
9. *How does the conductor work with the guest soloist? Is the accompaniment prepared ahead of time? Are the soloist's time and interpretation respected? Does the conductor accompany well, or does the soloist have to adjust to the conductor?*
10. *Does the conductor establish a relationship with the concertmaster; the principals? How does the conductor relate to the instrument groups?*

05/2001

Appendix H

GUEST CONDUCTOR EVALUATION GUIDELINE FORM FOR MUSICIANS

Name of Guest Conductor: _____ Date: _____

Please evaluate the conductor by circling your response in each of the categories below:

KEY: 1 = strongly agree
 2 = mildly agree
 3 = undecided
 4 = mildly disagree
 5 = strongly disagree

A. Has comprehensive knowledge of scores 1 2 3 4 5

B. Makes constructive comments to the orchestra 1 2 3 4 5

- C. Corrects intonation and balance problems 1 2 3 4 5
- D. Accompanies soloists in a sensitive manner 1 2 3 4 5
- E. Uses rehearsal time effectively 1 2 3 4 5
- F. Has clear and efficient baton technique 1 2 3 4 5
- G. My overall impression of the conductor is positive 1 2 3 4 5

Additional comments:

Please indicate your instrument group:

_____Strings _____Brass _____Woodwinds _____Percussion

05/2001

Appendix I

**GUIDELINES FOR THE CONDUCT OF IN-PERSON INTERVIEWS –
MUSIC DIRECTOR & CONDUCTOR**

It is **not legal** to ask about: medical or mental health history; national origin, citizenship status, race, or ancestry; height, weight, physical characteristics, or any disability; military service history; marital status, number of children/child care needs, or sexual orientation; age; receipt of unemployment insurance, workers' compensation, or disability benefits; religion or religious beliefs.

A specific question set is prepared by the Committee based on these guidelines and the search Profile.

1. Initial questions should probe the candidate's background, training, experience, motivations, qualities, skills and preparation needed to become Music Director.
2. How does the candidate envision the role of Music Director? What is the candidate's artistic vision for the orchestra and how would that be accomplished? What is the role of the musicians within the orchestra structure and the decision-making process?
3. Work toward getting a comprehensive impression of the candidate as a potential musical leader of the orchestra. If large ideas and plans are suggested, what is the candidate's process for enacting them? What resources will be drawn upon? Is the candidate a team player? How does the candidate view organizational governance, management, the role of the Executive Director and the role of the Board?
4. Is the candidate comfortable speaking in public? How does the candidate feel about speaking from the stage? About giving media interviews or introductory comments for recorded and broadcast concerts?
5. Have the candidate present the requested proposed programmed concert season.

6. *Why does the candidate want to work with the SSO? What kind of commitment would the candidate be willing to make to the Association?*
7. *Prior to the interview the candidate should be given the opportunity to review the Code of Regulations, Executive Director and Music Director position descriptions, evaluation review policies, the musician's master agreement, and any other policies of employment. Does the candidate understand the contents and can the candidate work effectively within these guidelines?*
8. *Discuss the parameters of the Music Director contract.*
9. *Offer the opportunity for questions and comments from the candidate to include the candidate's experience with and professional judgment of the orchestra.*
10. *Conclude by describing how the selection process will proceed and the anticipated timing of the final decision.*

05/2001
Appendix J

MUSIC DIRECTOR & CONDUCTOR CONTRACT CHECKLIST

Salary:

1. *Specify amount.*
2. *Specify payment made to individual, agent, corporation or other.*
3. *Specify time period over which and increments at which payment is made.*

Benefits:

1. *Specify insurance benefits of any type such as health, life, disability etc.*
2. *Specify any perquisites such as travel, moving or general expense allowance.*
3. *Specify, if applicable, any retirement benefit.*
4. *Specify, if applicable, paid vacation periods and determination of usage rights.*
5. *Specify, if applicable, paid holidays and/or leave policies.*

Residency:

Specify, if applicable, any city or regional residency requirement.

Working Time Period and Concerts:

1. *Specify the time period during which the conductor will be responsible and accessible to the Springfield Symphony Orchestra Association.*
2. *Specify the number and kinds of subscription concerts to be conducted.*
3. *Specify the potential for other concerts that may require conductor services and associated compensation within or in addition to the contract salary.*
4. *Specify, if applicable, the use of guest or assistant/associate conductors.*

Scope of Authority and Responsibility:

*Specify the applicability of the **Music Director & Conductor Position Description**.*

Term of Contract:

1. *Specify number of years.*
2. *Specify date(s), if applicable, relevant to renewal and/or renegotiation, subject to the provisions of the **Performance Review Process**.*
3. *Specify provisions for termination by either party.*

Other Provisions:

1. *Specify use of conductor's name such as inclusion with orchestra's name in printed materials, programs, advertisement copy etc.*
2. *Specify, if applicable, the conductor's freedom to accept other engagements such as guest conducting, teaching or becoming a music director and/or conductor with another orchestra.*
3. *Specify that the conductor include a reference to holding the position of Music Director & Conductor of the Springfield Symphony Orchestra in any official biography for use by others that may engage the conductor.*

4. *Specify, if applicable, the status of member-in-good-standing of any relevant professional organizations.*
5. *Specify effect of court rulings against any part of the contract.*
6. *Specify applicability of settlement by arbitration regarding contract provisions and potential court judgment.*
7. *Specify applicability of the laws of the State of Ohio.*
8. *Specify obligations of employer.*