



WYOMING PBS FOUNDATION EMPLOYMENT POLICIES

Amended: 7/31/2023 during July 2023 Supplemental Board Meeting

Policy #1: At-Will Employment

Other than the Executive Director, all Wyoming PBS Foundation employees are at-will and can be terminated at any time, with or without cause and with or without prior notice. An employee's at-will status cannot be changed or modified by any oral modifications. There have been no implied or verbal agreements or promises that they will be discharged only under certain circumstances or after certain procedures are followed. There is no implied employment contract created by this handbook or any other document, written or statement, or policy.

Prior to the beginning of each fiscal year, the Wyoming PBS Foundation Board shall provide the Executive Director with a contract or letter of understanding for employment for the upcoming fiscal year. Generally, this agreement will be for a twelve (12) month period, although it may be for a greater or lesser time at the Board's discretion. It shall take effect on the first day of the fiscal year, unless otherwise noted therein. Renewal of contracts and letters of understanding are neither expected nor implied.

For both at-will employees and the Executive Director, paychecks shall be dated the last working day of the month and shall be for the month just completed. Federal and applicable state taxes, Social Security, and Medicare shall be withheld in accordance with Federal and state laws.

Policy #2: Vacation Leave and Personal Time

Salaried employees receive fourteen (14) hours of paid vacation time each month. Vacation time shall begin to accrue on the first day of employment. Accrued vacation time shall not exceed 42 days (336 hours). Accrued but unused vacation days in excess of 42 shall be forfeited at the end of the fiscal year. Upon termination of employment, salaried employees shall be paid at their full hourly rate for all accrued but unused vacation time.

Salaried employees also receive sixteen (16) hours of paid personal time when hired. Personal time is separate from vacation time and may be used for any reason. Personal time does not accrue from year to year, and any unused personal time shall be forfeited at the end of the fiscal year. Should the date of employment begin at any time other than the beginning of the fiscal year, personal days shall be prorated for the remainder of that fiscal year.

While vacation and sick leave (see Policy #3) may not be used interchangeably, in the event of a serious injury, illness, pregnancy, or terminal illness the employee will be required to use accrued time in this order: sick time first, followed by sick time donated from his/her co-workers' sick time bank, personal days, and then vacation time.

Policy #3: Sick Leave

Full-time employees receive five (5) days of paid sick leave when hired and begin accruing sick leave at the rate of one (1) day per month starting in the sixth month of employment. The maximum accrual is 100 days of sick leave. This leave may be used for the employee, or the employee's spouse, children or parents. Employees working less than full-time shall receive a prorated amount of sick leave proportional to the numbers of hours worked compared to 40 hours per week. Any employee who is sick for five (5) consecutive working days must submit a healthcare provider's statement verifying sickness. Sick leave may not be used as vacation leave, however vacation leave may be used as sick leave in special circumstances (see Policy #2 above). Upon leaving employment, employees shall be paid for accrued but unused sick time at the rate of \$10/day

Policy #4: Judicial Service

Any Foundation employee who must serve on a jury or give testimony in a court proceeding will not suffer loss of pay, however, any money received (less travel and living expenses) as a result of judicial service shall revert back to the Wyoming PBS Foundation.

Policy #5: Maternity/Paternity Leave

After one full year of employment, full time employees are granted up to four (4) weeks of paid leave associated with the pregnancy, birth, postnatal care, or adoption of a child. Accrued sick time, vacation time, and personal days may be used once the four (4) week period is completed.

Policy #6: Bereavement Leave

Employees shall be entitled to up to 5 days of bereavement leave per year without loss of pay for the death of a parent, spouse, child, adopted child, or parents' in law. Bereavement leave is not cumulative from year to year.

Policy #7: Absence Request Forms

Absence request forms are required. Any employee requesting leave for sick time, vacation, personal days or bereavement leave must complete a request form fourteen (14) calendar days in advance of the requested leave (or as soon as practicable in the case of sick leave or bereavement leave) and route it to the Executive Director for approval. Executive Director absence requests are completed and forwarded to the President of the Wyoming PBS Foundation.

Policy #8 Professional Development/Training

It is the goal of the Foundation to provide additional training or education to employees when it will improve performance and efficiency, and the Foundation will pay for said training. However, should an employee leave within twelve (12) months of the training, the employee agrees to reimburse the Foundation a prorated percent of the costs of said training. Prorated costs shall be determined on a daily basis at the rate of 1/365th commencing at the completion of said training.

Policy #9: Designated Holidays

The Wyoming PBS Foundation will follow the annual holiday schedule set by Wyoming PBS. This allows the Foundation employees equal holiday benefits to those received by employees of Wyoming PBS.

The traditional holidays are normally:

- Independence Day
- Labor Day
- Columbus Day
- Thanksgiving
- Christmas
- New Year's Day
- Martin Luther King/Wyoming Equality Day
- President's Day
- Good Friday
- Memorial Day

These holidays may be changed without notice to the Foundation employees. However, any such changes in holidays will affect all Foundation employees in the same manner regardless of employment status.

Policy #10: Evaluations

All employees shall be evaluated on an annual basis. The evaluation process is intended as a guide for assessing the performance of the employee in his/her job. Evaluations are one part of the employment process, and a favorable evaluation may not necessarily lead to continued employment and will not change any employee's at-will status.

Informal evaluation is an ongoing process for all employees.

Policy #11: Confidentiality/Non-Disclosure Clause

Each employee understands that during the course of their employment, they will have access to certain confidential information not generally known to the public, relating to the products, sales or business of the Foundation. Such information may include without limitation donor information, computer database programs, customer or contact lists, prospects or projections, processes, policy contracts, information regarding accounts and expirations or renewals thereof, work in process, account proposals, trade secrets which employee conceives or develops either alone or with others at any time during their participation as an employee and/or employee of the Foundation, as well as information customers or clients may furnish to the Foundation concerning their business affairs, property, methods of operation or other data, and other proprietary and confidential matter (all of which is referred to collectively herein as the "Confidential Information"). Each employee understands and agrees that this information is considered Confidential and must be treated as such.

11.1.1 Except as otherwise directed by the Board, an employee shall not at any time, whether during or after their involvement as an employee and/or employee of the Foundation, use nor disclose to any person for any purpose other than for the benefit of the Foundation any Confidential Information, nor permit any person to use, examine, and/or make copies of any documents, files, data, or other information sources which contain or are derived from Confidential Information, whether prepared by the employee or otherwise coming into employee's possession or control.

11.1.2 Upon (a) request by the Foundation, or (b) termination of their involvement as an employee and/or employee of the Foundation, employee shall promptly turn over to the Foundation all computer data, documents, notes, papers, data, files, office supplies or other material or work product in employee's possession or under their control, together with all copies thereof (a) which were created pursuant to, are connected with or derived from employee's involvement with the Foundation, or (b) which are related in any manner to the Foundation's business activities, whether or not such materials are at the date hereof in employee's possession.

Policy # 12: Dispute Resolution

It is the mutual intent of the parties hereto to establish procedures to facilitate the informal and inexpensive resolution of all disputes arising between the parties hereto, by mutual cooperation and without resort to litigation, including without limitation any considerations with respect to employment issues. Accordingly, any controversy, dispute or claim arising out of or relating to these policies, or any employment contract or letter of understanding, or the executed originals of any Exhibits hereto, and/or between the parties hereto with respect to the subject matter thereof, including without limitation any involving sexual harassment, claims arising under Title VII of the Civil Rights Act, the Age Discrimination in Employment Act, the Employee Retirement Income Security Act, the Fair Labor Standards Act, the Americans with Disabilities Act, and any other local, state, Federal or common law dealing with the workplace, shall be resolved in accordance with the following procedures. Provided, however, that whether or not mediation/arbitration is under way, any party may have access to the courts for the limited purpose of compelling compliance with these dispute resolution provisions or to enforce an arbitration award.

12.1 Negotiation. The parties shall first attempt to negotiate a mutually- satisfactory resolution to the dispute as follows:

12.1.1 The complaining party shall notify the other parties of the alleged dispute, controversy, claim or breach of contract (hereinafter within this Section referred to as the "Dispute") by explaining in writing the nature of the Dispute, and referring to the relevant paragraphs of this agreement upon which it bases its position regarding the Dispute. The complaining party shall also set forth a proposed resolution to the Dispute, including a specific time frame within which the parties must act;

12.1.2 The parties receiving such notice must respond individually to the complaining party within ten (10) days with an explanation, including references to the relevant paragraphs of the Agreement and a response to the proposed solution; and

12.1.3 Within ten (10) days of this response notification, the parties must meet and discuss options for resolving the Dispute; the complaining party must initiate the scheduling of this resolution meeting.

12.2 Mediation. If the parties are unable to satisfactorily resolve the Dispute through such negotiation, mediation must be held within thirty (30) days of an unsuccessful resolution meeting. The complaining party must contact the mediator to schedule the mediation. The parties may agree on a mediator from the panel. If they are unable to agree, shall provide a list

of three available mediators, and a simple majority of the parties on each side shall strike one; the remaining individual shall serve as the mediator.

12.3 Binding Arbitration. If the dispute is not timely settled by mediation as set forth above, then the parties agree to submit the dispute within forty (40) days of that unsuccessful resolution meeting, for final and binding arbitration as follows:

12.3.1 A single arbitrator shall be used. The complaining party may initiate arbitration by providing notice of intent to arbitrate to all parties. The notice must contain a description of the Dispute, the amount involved, and the remedy sought. The parties may agree on an arbitrator from the panel. If the parties are unable to agree on an arbitrator, will provide a list of three available panel members and a simple majority of the parties on each side may strike one; the remaining individual shall serve as the arbitrator. If the parties agree, the individual that previously served as the mediator may also serve as the arbitrator. 7.3.2 If and when such a demand for arbitration is made by any party, the parties agree to promptly execute an arbitration agreement provided by, and to conduct the arbitration in accordance with the then-applicable rules and procedures.

12.3.3 The parties agree that arbitration must be initiated within one (1) year after the latter of (a) the occurrence of the claimed breach, or (b) the discovery thereof by the complaining party; and that the failure to initiate dispute resolution in accordance with this Section within that 1-year period shall constitute an absolute bar to the institution of any new proceedings with respect thereto, unless all affected parties agree otherwise in writing to extend such period of time.

12.3.4 Provided, however, that such arbitration shall not apply so as to delay or prevent any judicial or arbitrator's injunctive or other equitable relief permitted hereunder, which shall be effective immediately subject to the requisite final and binding arbitration with respect thereto which shall be handled concurrently or after such relief is granted.

12.3.5 It is agreed that the arbitrator shall have exclusive authority to enter an award for damages or other affirmative relief, including specific performance and injunctive relief, provided that a party may petition the court for enforcement of any award if necessary, and that the arbitrator's award or decision shall be subject to appeal only pursuant to RCW 7.04.160 or RCW 7.04.170.

12.3.6 Any award entered by the arbitrator may be entered on an ex-parte basis in the Ninth Judicial District Court in Fremont County, Wyoming, or any other court having jurisdiction over a party against whom the award is entered, and enforced according to the terms of the judgment or award.

12.4 Alternatives. If a party does not exist or does not respond at the time a Dispute arises in connection with this agreement, then these provisions shall continue in full force and effect subject to the following changes:

12.4.1 The mediation and arbitration shall instead be conducted by, and in accordance with the Commercial Rules of the American Arbitration Association ("AAA"); or

12.4.2 If the AAA does not exist at the time a Dispute arises, then if the two sides are then unable to agree upon an arbitrator or alternative arbitration service, then the arbitration provisions of this Section shall be fully enforceable and the Ninth Judicial District Court, in and for, Fremont County, Wyoming shall have jurisdiction to immediately appoint a single arbitrator for final and binding arbitration of the Dispute in accordance therewith.

12.5 Venue. The venue of all arbitration and/or permitted court actions with respect hereto shall be in Fremont County, Wyoming.

12.6 Attorney Fees/Costs. In the event it is necessary for any party hereto or their authorized representative, successor or assigns, to institute dispute resolution proceedings in connection with this Agreement or the breach thereof, the prevailing party therein shall be entitled to reimbursement for its reasonable costs, expenses, and attorney fees incurred, including those incurred on appeal therefrom or in enforcing any arbitration award or judgment.

12.7 Special Receiver. NOTE -- Due to the sensitive nature of the Foundation's client relationships and the extremely short time frames within which the Foundation's business could be critically damaged or destroyed, the parties hereto expressly agree that, in the event of default with respect to this Agreement or the executed originals of any Exhibit thereto, the required arbitration entity shall itself have "emergency" power immediately following any request by a party, to appoint from its panel a special interim arbitrator who shall have power and authority even prior to mediation to take the following stop-gap measures while the normal process of dispute resolution as set forth therein is pending:

12.7.1 To use specific performance and injunctive relief to promptly remedy any such possible defaults;

12.7.2 To appoint a party hereto as a special receiver to take over and run the Foundation under the auspices of the arbitration entity's appointee;

12.7.3 To approve loans by such appointee to the Foundation to remedy problems thereof, the repayment of which shall be a condition precedent to such appointee relinquishing such interim control;

12.7.4 All such power and authority to be wielded without recourse by other parties or the Foundation other than for Seller's outright fraud or theft, and to continue until the normal mediation/arbitration process as required herein has run its course, with the eventual arbitrator having all necessary power to adopt or reconfigure those interim remedies as he sees fit.

12.7.5 The parties acknowledge the unorthodox nature of these provisions and that their otherwise applicable legal rights are altered hereby. The parties have been induced by one another to forego various other remedies available to them at law in reliance thereon. All parties appreciate the extremely time-sensitive nature of this business, and in consideration of their respective accommodations as set forth above, they are willing to submit this entire arrangement to this unusual process. The parties wish to avoid recourse to the court system if at all possible.

Policy # 13: Sexual Harassment

The Wyoming PBS Foundation has adopted the definitions and policies of the Equal Employment Opportunity Commission as to sexual harassment. Sexual harassment includes unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when:

- Submission to such is made either directly or indirectly a term or condition of independent contractor status, employment or participation;
- Submission to or rejection of such conduct is used as the basis for employment;
- Such conduct has the purpose or the effect of unreasonably interfering with an employee's routine performance of their duties, or that creates an intimidating, hostile or offensive working environment.

The following are some examples of conduct that may be considered sexual harassment and, therefore, are prohibited by this policy. This list is non-exhaustive and for illustrative purposes only.

Repeated unwelcome and offensive sexual flirtations, advances or propositions;

- Verbal or written abuse of sexual nature;
- Graphic verbal or written commentaries about a person's body or behaviors;
- Display of sexually suggestive objects or pictures;
- Continued or repeated suggestive sexual comments or remarks;
- Insults, humor or jokes about a person's sex, gender, sexual orientation or traits relating to sex;
- Continued or repeated touching, pinching or brushing a person's body.

Sexual harassment does not refer to occasional, socially acceptable compliments. It refers to behavior that is unwelcome, personally offensive or sufficiently severe or repeated so that it alters the conditions of employment, or creates an abusive or unproductive environment.

All employees are responsible for complying with this policy by reporting all instances of alleged harassment and cooperating in any investigation of the alleged harassment.

The Executive Director is responsible for implementing this policy, keeping the Foundation free from any form of harassment, ensuring that all employees understand this policy, taking complaints about harassment seriously and notifying the President of the Board of Directors immediately about any complaints of sexual or other forms of harassment. In the event that the Executive Director is the individual perpetuating sexual harassment, an employee is authorized to go directly to the President of the Board of Directors, who must then investigate all such complaints.

All Wyoming PBS Foundation staff are required to complete annual sexual harassment training.

Policy # 14: Drug Free Workplace

The Foundation prohibits its employees from any unlawful manufacture, distribution, dispensing, processing or use of a controlled substance.

The Foundation requires its employees to notify the Executive Director and/or General Manager of Wyoming PBS of any criminal drug statute conviction for a violation occurring on Foundation premises or while conducting Foundation business off site no later than five days after such conviction.

Any employee who violates this policy shall be subject to disciplinary action up to and including dismissal from the Foundation.

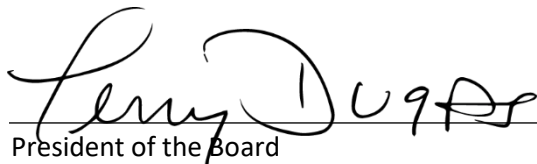
Policy # 15: Political Activity

Political activity must not interfere with an employee’s normal Foundation duties. An employee must at all times ensure that his/her political position on any issue is not construed as being the position of Wyoming PBS or the Wyoming PBS Foundation.

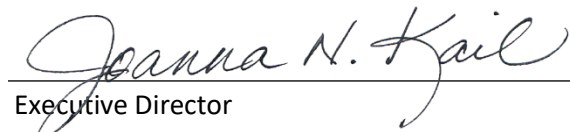
Policy #16: Personal Activities

Conduct at all times should bring credit upon the employee and upon the Foundation. This policy is not intended to interfere with a person’s private life, but simply requires that discretion and good judgment be used.

Authorizing signatures



President of the Board
Wyoming PBS Foundation



Executive Director
Wyoming PBS Foundation

Effective date: August 1, 2023