



Teaching Artist Employee Handbook

Welcome to Arts4All Florida! We are glad you are joining us in our mission to provide, support, and champion arts education and cultural experiences for and by people with disabilities. This handbook includes a variety of employee policies. Please read this handbook then sign the certification on the last page and send the certification back to your supervisor.

DIVERSITY AND EQUAL OPPORTUNITY-

As a nonprofit housed at the University of South Florida (USF), Arts4All Florida (A4AFL) has adopted a policy similar to USF policy #0-007: Diversity and Equal Opportunity.

In accordance with this policy, A4AFL is a diverse community that values and expects respect and fair treatment of all people. A4AFL strives to provide a work and program environment for staff and program participants that is free from discrimination and harassment on the basis of race, color, marital status, sex, religion, national origin, disability, age, or genetic information, as provided by law. A4AFL protects its staff and program participants from discrimination and harassment based on sexual orientation, as well as gender identity and expression.

No otherwise qualified person, based on protected status, will be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program, service or activity which we provide.

A4AFL is committed to providing reasonable accommodations to qualified employees (and candidates) with disabilities requesting accommodations.

OFFERS OF EMPLOYMENT-

Teaching artists will be offered temporary, part-time employment on an as-needed basis.

After a teaching artist is contacted regarding employment, they must complete the necessary background check and submit a W4. Once clear background check results have been received, the A4AFL contact person will issue an offer of employment. The offer of employment will list the program specifications, including location, time period, rate of pay, program requirements, and mileage reimbursement policies. **You MUST receive an official offer letter, sign it, and return it to A4AFL before starting a program.**

All teaching artist appointments are considered temporary and at-will and either party may discontinue the employment relationship at any time for any reason not prohibited by law. Furthermore, there is no guarantee of continuous employment and the terms and/or conditions of employment may be modified at any time. Please note: all teaching artists serve under the nonprofit arm of A4A Florida and are in no way associated with the University of South Florida (USF), unless otherwise specified in their offer letter.

SUPERVISOR-

All A4AFL teaching artists will be supervised by a designated A4AFL contact person (hereafter referred to as “supervisor”) and will communicate program recommendations/concerns to the supervisor. Your supervisor and their contact information will be listed in your offer letter for each program.

BACKGROUND CHECK-

A Level 1 background check shall be conducted on prospective teaching artists as a condition of employment. This includes an employment history check, a nationwide criminal history background check through validated national database sources, and a check of the National Sex Offenders Public Website. Level 1 checks are performed by a third-party vendor and utilize the applicant’s name, current and past addresses and social security number for verification. This must be processed prior to the issuance of an offer letter. The cost of the A4AFL background check will be paid by A4AFL.

Please note- certain districts, summer camps, and Department of Juvenile Justice programs require Level 2 background checks, which include a national fingerprint-based check. This will be discussed separately with the teaching artist prior to offer of a position.

If a prospective employee refuses to undergo all or a portion of the background check process, the individual will be ineligible for consideration for such position.

Current teaching artists are required to report any conviction which occurs during their employment with A4AFL to the Executive Director, Chief Finance Officer, or Board President. A4AFL may authorize a criminal history background check on current employees if required by law or if there is a reasonable belief that the employee has been convicted of a crime without reporting it.

If a criminal history background check reveals any conviction of a felony or first-degree misdemeanor, A4AFL will consider the following factors before making any employment decision:

- The nature and gravity of the offense(s) and the circumstances surrounding the offense(s);
- The time that has passed since the conviction and/or the completion of the sentence;
- The rehabilitation record and actions and activities of the individual since the conviction including subsequent work history; and
- The nature of the job sought.

The existence of a conviction does not automatically disqualify an individual from employment; however, an employee or volunteer will be disqualified and prohibited from serving if the applicant has been found guilty of the following crimes within the time frames stated below. Guilty means that a person was found guilty following a trial, entered a guilty plea, entered a no contest plea accompanied by a court finding of guilty, regardless of whether there was an adjudication of guilt (conviction) or a withholding of guilt. This does not apply if the criminal charges resulted in acquittal, Nolle Prose, or dismissal.

Offenses that generally disqualify applicants, subject to an individualized assessment:

- SEX OFFENSES
 - All Sex offenses regardless of the amount of time since offense or level of offense

- FELONIES
 - All Felony Violence offenses regardless of the amount of time since offense
 - All Felony offenses other than sex or violence within the past 10 years

- MISDEMEANORS
 - All Misdemeanor Violence offenses within the past 7 years
 - All Misdemeanor Drug offenses within the past 3 years or multiple offenses in the past 7 years
 - Multiple DUI convictions, within the past 3 years
 - Any other misdemeanor offenses within the past 5 years that would be considered a potential danger to children or are directly related to the functions of that position

A4AFL will ensure that all background checks are held in compliance with federal and state statutes, such as the Fair Credit Reporting Act, when applicable.

Criminal history background checks will be used only to evaluate individuals for employment or specified volunteer positions and will not be used to discriminate on the basis of race, color, marital status, sex, religion, national origin, disability, age, genetic information, sexual orientation, gender identity or expression, or veteran status.

WORKING IN A SCHOOL-

Teaching artists are required to be under the supervision of the classroom teacher **AT ALL TIMES**. Per ss. 1012.468, noninstructional contractors, defined as “any vendor, individual, or entity under contract with a school or with the school board who receives remuneration for services performed for the school district or a school, but who is not otherwise considered an employee of the school district. The term also includes any employee of a contractor who performs services for the school district or school under the contract and any subcontractor and its employees” shall be exempt from level 2 screening requirements set forth in ss. 1012.465 and 1012.467 if they “are under the direct supervision of a school district employee or contractor who has had a criminal history check and meets the screening requirements under s. 1012.32, s. 1012.465, s. 1012.467, or s. 1012.56. For purposes of this paragraph, the term ‘direct supervision’ means that a school district employee or contractor is physically present with a noninstructional contractor when the contractor has access to a student and the access remains in the school district employee’s or the contractor’s line of sight.”

CONFIDENTIALITY-

Teaching artists understand that she/he may have access to confidential participant information and agree to maintain strict confidentiality of all information.

PAYMENT FOR SERVICES-

Teaching artists must complete and submit a Request for Payment form, along with the other required documentation, for payment to be made. Requests for payment will be processed and mailed within 30 days after receipt, providing that all documents have been received.

Please note, teaching artists are paid on a piece rate per project, which is detailed in your offer letter. This rate includes all hours for planning and conducting the program. By signing your offer letter, you are agreeing to the rate. All work above that set forth in your offer letter MUST be pre-approved in writing by the A4AFL staff member in charge of this program, prior to completion.

It is the employee's responsibility to ensure A4AFL has a current W-4 on file with your correct address. If a check is lost due to an incorrect address, there will be a \$35 stop payment fee that will be deducted from your payment when we reissue it.

SUPPLIES-

Supply allowances will be specified in your offer letter. Reimbursement requests must be documented with the original itemized receipt that accurately reflects the delivery of all items purchased. If a specific project requires more than the amount specified in the offer letter, approval must be requested and approved by the supervisor prior to the purchase. All documentation must be received by the supervisor within 30 days of program completion or payment is forfeited.

ABSENCES-

Teaching artists will notify their program site at least 24 hours in advance if unable to fulfill a scheduled session. In the case of illness or emergencies that result in less than a 24-hour notice, the supervisor should be notified as soon as possible. All missed sessions must be rescheduled at the convenience of the site and must be approved by the supervisor.

ASSISTANTS & SUBSTITUTES-

Teaching artists may not sub-contract, hire or engage volunteers, substitutes or assistants without prior approval from A4AFL. All assistants, substitutes and volunteers must be authorized and registered by A4AFL prior to first date of service.

PRODUCTS, OWNERSHIP & PUBLICITY-

Teaching artists expressly agree that all products/ artworks developed in the scope of performing services for A4AFL shall be considered a work made for hire, and A4AFL shall own all copyrights in and to them.

A4AFL utilizes still and moving images, quotes and other documentation for future public awareness including print media; online news distribution; A4AFL website, television and radio opportunities; video; promotional materials; and other similar mediums (the "Production"). The production may be

copied, copyrighted, edited and distributed by A4AFL in any medium in perpetuity without any compensation to me and A4AFL shall have the right to use, sell, publish, print, display, distribute, duplicate, reproduce, reprint, create derivative works, and make other uses of such production as A4AFL may desire.

By signing this document, you give permission to A4AFL to use your likeness, voice, quote, picture and name in print and electronic materials in whatever manner it may desire. If you do not consent, please contact your supervisor PRIOR to signing this document. A4AFL is not responsible should a third party violate the terms of this release.

Teaching artists may not use still or moving images of program participants for personal or professional purposes. Images of products that are the result of a A4AFL program may be used; however, Arts4All Florida must be cited indicating that the images are: "a program outcome of Arts4All Florida, the state organization on arts and disability".

Teaching artists may not sell his/her own products or services at A4AFL programs or events unless authorized or expressly stated in program instructions.

ACCIDENTS, INCIDENTS & SAFETY-

Safety is important to A4AFL and teaching artists are expected to comply with A4AFL policies and federal and state regulations. All injuries, accidents, incidents and safety concerns should be immediately reported to the supervisor. Teaching artists must also immediately report to the supervisor any problem or incident, which might incur liability, legal action and/or media coverage.

As an employee of A4AFL, you will have worker's compensation coverage in case of an injury while performing your job duties. If you sustain an injury (non-emergency) the first thing you should do is call the state office and tell us the details. The Workers Comp company requires that we see "in network" doctors for a claim. The website to find a physician in your area is <https://www.viiad.com/risingCompass/private/app/folder.asp>. You will be required to complete a "First Report of Injury or Illness" form and return it to the state office within 7 days. This form is enclosed in the handbook. If the injury is an emergency situation, you should visit a doctor or the emergency room immediately and then contact the state office as soon as possible.

GENERAL CONDUCT-

A4AFL expects and trusts teaching artists to make decisions in the best interests of A4AFL and those served by the organization. Teaching artists must not use A4AFL property, information or position for personal gain or to compete against A4AFL. Teaching artists must not take advantage of anyone through manipulation, misrepresentation of material fact, abuse of privileged information, concealment or in any other unethical or unfair manner.

A4AFL will not tolerate the following behavior and such behavior will be disciplined, up to and including termination.

- Abusive or harassing actions or language

- Working under the influence of non-prescription drugs (alcohol, marijuana, barbiturates, amphetamines, etc.)
- Use of tobacco while conducting services for A4AFL
- Violation of local, state or federal laws and regulations.

HARASSMENT-

Arts4All Florida will not tolerate harassment or violence either by or against employees, volunteers, contractors, clients or members of the public in the A4AFL work environment. Teaching artists are expected to treat others and be treated by others with respect and dignity. Harassment includes unwelcome conduct (verbal, physical, written, electronic, etc.) that denigrates or shows hostility or aversion including conduct of a sexual nature. Harassment does not include actions taken by a supervisor that are within the scope of the supervisor’s responsibilities and would be considered reasonable and appropriate actions. Violence includes, but is not limited to, verbal or physical intimidation, contact, or threats. Incidences of harassment or violence should be reported promptly to A4AFL and all allegations will be investigated. Teaching artists have the right to be free from harassment/violence, retaliation for filing a complaint or for assisting with a complaint.

DRUG & SMOKE FREE WORKPLACE-

Teaching artists must not be under the influence of any non-prescription drugs or alcohol and must inform the supervisor, prior to the time of service, of over-the-counter or prescription medications they are taking which may alter their ability to perform any duties. In addition, A4AFL is a smoke-free workplace; teaching artists must refrain from smoking while performing duties.

COMPLIANCE WITH APPLICABLE LAWS, REGULATIONS AND RULES-

A4AFL is committed to conducting business ethically and in full compliance with all applicable federal, state and local laws, rules and regulations. Teaching artists must not indirectly or directly act in a way that is inconsistent with these standards. Teaching artists must seek prior consultation and approval from A4AFL prior to any action or statement which might affect or obligate the institution and agree not to go beyond the scope of work without A4AFL authorization. These actions may include, but are not limited to, public statements to the press, collaboration with other organizations, or any agreements involving contractual/financial obligations.

FUNDRAISING & GIFT ACCEPTANCE-

Teaching artists must not conduct fundraisers, solicit or direct others to solicit cash or in-kind donations for or on behalf of A4AFL without prior authorization by A4AFL. Teaching artists must not give or accept gifts of any value under circumstances that are unlawful or that may be perceived to be an attempt to influence a A4AFL decision. These situations may include favors, hospitality, entertainment, giving or receiving gifts or any other gratuities that may be perceived as being exchanged in an attempt to gain favorable treatment. All uncertainties and questions regarding this matter should be addressed with the supervisor.

CONDUCT ASSISTANCE & REPORTING-

When seeking assistance or reporting, a guideline to good judgment is based on principles of common sense, ethical conduct and compliance with all applicable contractual obligations, rules, regulations and laws. Teaching artists have the responsibility and duty to report, while acting in good faith, any actual or suspected violations. A4AFL has available the following resources for questions, concerns, suggestions, reporting, grievances and assistance:

- Supervisor
- Executive Director
- Board President

A4AFL will not tolerate any form of retaliation or discrimination by a A4AFL representative against any individual who questions, communicates concerns and suggestions or, in good faith, reports actual or suspected violations by A4AFL or by another A4AFL representative or agent of laws or regulations. Reports of violations will be kept confidential to the extent possible, consistent with the need to conduct an adequate investigation. All reported complaints and allegations concerning violations will be investigated and resolved by the A4AFL Executive Director. The Director will notify the complainant and acknowledge receipt of the reported or suspected violation within ten business days. All reports will be promptly investigated and appropriate corrective action will be taken when warranted by the investigation.

As a condition of employment with A4AFL , teaching artists must take responsibility for his/her own ethical behavior including the responsibility to read, understand and comply with policies and to understand specific requirements related to his/her specific job. Violations of these policies harm A4AFL , our employees and those served by the organization and results may include negative publicity, embarrassment, loss of reputation, loss of business or criminal prosecution.

A teaching artist who violates these policies, or who intentionally or negligently fails to report such violations, or any supervisor who intentionally or negligently fails to ensure compliance by those that he/she supervises, is subject to disciplinary action. Disciplinary action may include, but is not limited to, termination.

FIRST REPORT OF INJURY OR ILLNESS

**FLORIDA DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF WORKERS' COMPENSATION**

For assistance call 1-800-342-1741
or contact your local EAO Office
Report all deaths within 24 hours 1-800-219-8953 or (850) 922-8953

RECEIVED BY CLAIMS-HANDLING ENTITY	SENT TO DIVISION DATE	DIVISION RECEIVED DATE

PLEASE PRINT OR TYPE

EMPLOYEE INFORMATION

NAME (First, Middle, Last)	Social Security Number	Date of Accident (Month-Day-Year)	Time of Accident <input type="checkbox"/> AM <input type="checkbox"/> PM
HOME ADDRESS Street/Apt # _____ City: _____ State: _____ Zip: _____	EMPLOYEE'S DESCRIPTION OF ACCIDENT (Include Cause of Injury)		
TELEPHONE Area Code Number			
OCCUPATION	INJURY/ILLNESS THAT OCCURRED	PART OF BODY AFFECTED	
DATE OF BIRTH _____/_____/_____ SEX <input type="checkbox"/> M <input type="checkbox"/> F			

EMPLOYER INFORMATION

COMPANY NAME: _____ D. B. A.: _____ Street: _____ City: _____ State: _____ Zip: _____	FEDERAL I.D. NUMBER (FEIN)	DATE FIRST REPORTED (Month/Day/Year)
TELEPHONE Area Code Number	NATURE OF BUSINESS	POLICY/MEMBER NUMBER
EMPLOYER'S LOCATION ADDRESS (if different) Street: _____ City: _____ State: _____ Zip: _____ LOCATION # (if applicable) _____	DATE EMPLOYED _____/_____/_____	PAID FOR DATE OF INJURY <input type="checkbox"/> YES <input type="checkbox"/> NO
PLACE OF ACCIDENT (Street, City, State, Zip) Street: _____ City: _____ State: _____ Zip: _____ COUNTY OF ACCIDENT _____	LAST DATE EMPLOYEE WORKED _____/_____/_____	WILL YOU CONTINUE TO PAY WAGES INSTEAD OF WORKERS' COMP? <input type="checkbox"/> YES
	RETURNED TO WORK: <input type="checkbox"/> YES <input type="checkbox"/> NO IF YES, GIVE DATE _____/_____/_____	LAST DAY WAGES WILL BE PAID INSTEAD OF WORKERS' COMP _____/_____/_____
	DATE OF DEATH (if applicable) _____/_____/_____	RATE OF PAY <input type="checkbox"/> HR <input type="checkbox"/> WK \$ _____ PER <input type="checkbox"/> DAY <input type="checkbox"/> MO
	AGREE WITH DESCRIPTION OF ACCIDENT? <input type="checkbox"/> YES <input type="checkbox"/> NO	Number of hours per day _____ Number of hours per week _____ Number of days per week _____
Any person who, knowingly and with intent to injure, defraud, or deceive any employer or employee, insurance company, or self-insured program, files a statement of claim containing any false or misleading information commits insurance fraud, punishable as provided in s. 817.234, Section 440.105(7), F.S. I have reviewed, understand and acknowledge the above statement.	EMPLOYEE SIGNATURE (if available to sign) _____ EMPLOYER SIGNATURE _____	NAME, ADDRESS AND TELEPHONE OF PHYSICIAN OR HOSPITAL _____ _____ _____ AUTHORIZED BY EMPLOYER <input type="checkbox"/> YES <input type="checkbox"/> NO
	DATE _____ DATE _____	

CLAIMS-HANDLING ENTITY INFORMATION

<input type="checkbox"/> 1(a) Denied Case - DWC-12, Notice of Denial Attached	<input type="checkbox"/> 2. Medical Only which became Lost Time Case (Complete all required information in #3)
<input type="checkbox"/> 1(b) Indemnity Only Denied Case - DWC-12, Notice of Denial Attached	Employee's 8 th Day of Disability _____/_____/_____
<input type="checkbox"/> 3. Lost Time Case - 1st day of disability _____/_____/_____	Entity's Knowledge of 8 th Day of Disability _____/_____/_____
Date First Payment Mailed _____/_____/_____	Full Salary in lieu of comp? <input type="checkbox"/> YES Full Salary End Date _____/_____/_____
AWW _____	Comp Rate _____
<input type="checkbox"/> T.T. <input type="checkbox"/> T.T. - 80% <input type="checkbox"/> T.P. <input type="checkbox"/> I.B. <input type="checkbox"/> P.T. <input type="checkbox"/> DEATH <input type="checkbox"/> SETTLEMENT ONLY	
Penalty Amount Paid in 1 st Payment \$ _____	Interest Amount Paid in 1 st Payment \$ _____

REMARKS:	INSURER NAME
	CLAIMS-HANDLING ENTITY NAME, ADDRESS & TELEPHONE
INSURER CODE #	EMPLOYEE'S CLASS CODE
SERVICE CO/TPA CODE #	EMPLOYER'S NAICS CODE
	CLAIMS-HANDLING ENTITY FILE #

TEACHING ARTIST EMPLOYEE HANDBOOK CERTIFICATION –

My signature below certifies that I have received, read and understand A4AFL’s Teaching Artist Employee Handbook and that I agree to abide by the standards contained therein and all related policies, procedures, rules, regulations and laws applicable to my service at A4AFL.

I also agree to contact my supervisor or another A4AFL resource available to me as outlined with any questions, assistance or to report a suspected or actual violation.

Printed Name

Signature

Date