

Arts and Athletics Inc  
**Employee Handbook**

Fall 2021

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## WELCOME TO ARTS AND ATHLETICS INC

Dear employee:

Welcome to Arts and Athletics Inc, (“Arts and Athletics Inc” or the “Company”). We hope you will find your work here both interesting and rewarding. The legal terms of your employment with Arts and Athletics Inc are set forth in your employment agreement. This Arts and Athletics Inc Employee Handbook (“Handbook”) is an advisory guide concerning Arts and Athletics Inc’s present policies, which are Incorporated into your employment agreement. Arts and Athletics Inc recognizes the need to keep pace with changes and attitudes as they relate to employment, employee benefits, salary administration and other personal matters. Thus, Arts and Athletics Inc reserves the right to modify, cancel or revoke any of the policies or procedures, or any other term or condition, contained in this Handbook. Generally, you will be informed about any changes, but changes can also be made without advance notice. Any such changes will become effective immediately upon adoption, in writing, by Arts and Athletics Inc’s President.

You should be aware that this Handbook is only a guide, and is not intended to create and does not constitute any contractual rights or legally enforceable obligations between the Company and you. Arts and Athletics Inc will recognize only written contracts of employment executed by Arts and Athletics Inc’s President.

This Handbook is property of Arts and Athletics Inc and it is intended only for your personal use and reference as an employee of Arts and Athletics Inc. Circulation of this Handbook outside of Arts and Athletics Inc requires prior written approval of the President. This Handbook supersedes and replaces all previous personnel policies, practices, guidelines and manuals.

To those who are newcomers, we welcome you and trust you will find your work with us stimulating and fulfilling. To those who have been with us for a period of time, we hope you are finding the challenges rewarding.

Sincerely,  
Neil Fitzgerald  
President  
Arts and Athletics Inc

## **I. GENERAL EMPLOYMENT POLICIES AND PRACTICES**

### **A. EMPLOYMENT AT-WILL**

We hope that our employment relationship will be mutually beneficial. We recognize, however, that needs and circumstances change. Arts and Athletics Inc adheres to the policy of employment at-will. This means that regardless of any provisions in this Handbook, either the employee or Arts and Athletics Inc is permitted to terminate the employment relationship at any time, for any reason, or no reason at all, with or without cause or notice (except to the extent any employment agreement between the employee and Arts and Athletics Inc provides for notice). Nothing in this Handbook, nor any other policy or written or verbal communication by any supervisor is intended to either create any type of contract of employment or guarantee of benefits or promise of any rights, nor limit the right to terminate employment at-will.

Your employment relationship cannot be changed in any way unless you and Arts and Athletics Inc's President sign a later written agreement, which expressly provides that it is intended to change your existing employment agreement and expressly sets forth the terms of your new employment agreement.

In addition, circumstances will obviously require that policies, practices, and benefits described in this handbook change from time to time. Consequently, Arts and Athletics Inc reserves the right to amend, supplement or rescind any provisions of this handbook as it deems appropriate at its sole and absolute discretion.

This handbook is meant to be general in nature and not intended to supersede state or local law. Where state law provides heightened or additional requirements, those requirements will generally be followed and/or set forth in supplemental policies, which will be provided to employees in those states, as applicable.

### **B. COMPLIANCE WITH LAWS**

It is each individual's responsibility to know and understand the laws applicable to his or her job responsibilities and to act with the highest ethical standards of business conduct. Furthermore, individuals must endeavor to avoid not only actual misconduct but also even the appearance of impropriety. In the case of any questionable conduct, they must consider how they and the Arts and Athletics Inc would be perceived if the conduct were publicized. Each individual should consult with his or her immediate supervisor with any questions concerning any legal or ethical requirements.

### **C. EQUAL EMPLOYMENT OPPORTUNITY**

Arts and Athletics Inc provides equal opportunity in all of our employment practices to all qualified employees and applicants. Arts and Athletics Inc does not discriminate on the basis of actual or perceived race, religion, creed, color, national origin, ancestry, gender, sex, age, disability, marital status, familial status, domestic violence victim status, genetic predisposition, HIV/AIDS status, citizenship status, military or veteran status, sexual orientation, or affectional

preference, arrest record or any other category protected by applicable federal, state and local laws.

#### **D. PRE-EMPLOYMENT PHYSICAL/BACKGROUND CHECK**

All employees after being offered employment, as conditions of commencing employment, must take and pass (1) a physical which shall include a tuberculosis test, and (2) a background check. These requirements, in conformance with state law, seek to insure that all employees are suitable for the instruction and supervision of the children in their charge. The details of the physical will not be revealed to Arts and Athletics Inc except to advise Arts and Athletics Inc that the prospective employee is or is not capable of safely performing the essential job duties of their position or otherwise commencing their teacher assignment.

### **II. POLICY AGAINST HARASSMENT**

Arts and Athletics Inc is committed to providing a workplace free of sexual harassment as well as unlawful harassment based on race, religion, creed, color, national origin, ancestry, gender, sex, age, disability, marital status, familial status, domestic violence victim status, genetic predisposition, HIV/AIDS status, citizenship status, military or veteran status, sexual orientation, or affectional preference, arrest record or any other category protected by applicable federal, state and local laws. See Appendix A for fuller treatment of these issues.

Arts and Athletics Inc does not tolerate harassment of personnel by managers, supervisors or co-workers. The Company will also attempt to protect personnel from harassment by non-employees in the workplace.

Arts and Athletics Inc is committed to preventing, investigating and, when appropriate, taking disciplinary and other appropriate action in response to incidents of harassment which violate this policy. Arts and Athletics Inc's primary concern is the provision of an optimal work environment for all employees.

#### **A. Sexual Harassment Defined**

Harassment consists of unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when:

- Submission to the conduct is made either an explicit or implicit condition of employment;
- Submission to or rejection of the conduct is used as the basis for an employment decision, or:
- The harassment unreasonably interferes with an employee's work performance or creates an intimidating, hostile or offensive work environment.

Harassing conduct can take many forms and can include requests for sexual favors, conversation containing sexual comments, and sexual advances, including, but not limited to:

- Demands for sexual favors in exchange for favorable treatment or continued employment;
- Threats and demands to submit to sexual requests in order to obtain or retain any employment benefits;
- Verbal conduct such as epithets, derogatory or obscene comments, slurs or sexual invitations, sexual jokes, propositions, suggestive, insulting, obscene gestures or other verbal abuse of a sexual nature;
- Graphic, verbal commentary about an individual's body, sexual prowess or sexual deficiencies;
- Physical conduct, such as unnecessary or offensive touching or impeding or blocking movement;
- Visual conduct such as derogatory or offensive posters, photographs, cartoons, drawings or gestures or other displays in the workplace of sexually suggestive objects or pictures;
- Conduct or comments consistently targeted at only one gender, even if the content is not sexual;
- Retaliation for having reported or threatened to report sexual harassment.

This behavior is unacceptable in the workplace itself and in other work-related settings such as business trips and business-related social events.

## **B. Other Forms of Harassment**

Harassment on the basis of any other protected characteristic is also strictly prohibited. Under this policy, harassment is verbal or physical conduct that denigrates or shows hostility or aversion toward an individual because of his or her age, ancestry, race, color, sex, marital status, mental or physical disability, national origin, citizenship, religion, sexual orientation, veteran status, genetic predisposition, domestic violence or any other characteristic protected by law, which has the purpose or effect of creating an intimidating, hostile, or offensive work environment, has the purpose or effect of unreasonably interfering with an individual's work performance, or otherwise adversely affects an individual's employment.

Harassing conduct includes, but is not limited to, epithets, slurs, or negative stereotyping; threatening, intimidating or hostile acts; and written or graphic material that denigrates or shows hostility or aversion toward an individual or group and that is placed on walls or elsewhere on the employer's premises or circulated in the workplace.

Regardless of legal definitions, Arts and Athletics Inc expects employees to use discretion and to interact with each other in a professional and respectful manner. If your conduct could be offensive to another, then that conduct is not appropriate.

### **C. Reporting Sexual Harassment or Discrimination to Arts and Athletics Inc**

If you believe that you have been subjected to sexual harassment, other workplace harassment, or discrimination you should immediately report the matter to your supervisor or the President of Arts and Athletics Inc. Arts and Athletics Inc encourages the reporting of all incidents of harassment, regardless of whom the offender may be, or the offenders' relationship to the Company.

### **D. Investigation**

Every complaint of harassment will be investigated thoroughly and promptly, and the Company will attempt to keep the investigation confidential to the extent feasible.

### **E. Non-Retaliation**

Arts and Athletics Inc respects the right of each employee who, in good faith, complains about illegal discrimination of any kind, including sexual or other workplace harassment, or who participates in the investigation of or provides information in connection with any such complaint. Retaliation, intimidation, interference, coercion and discrimination against an employee for engaging in these protected activities are contrary to Company policy and will not be condoned.

### **F. Discipline**

If the Company determines that a violation of the Company's anti-harassment policy has occurred, the Company may take appropriate action including, but not limited to, disciplinary action, up to and including dismissal.

### **G. Complaint Procedures**

Employees or applicants who have been sexually harassed, may within a year of the harassment, file a complaint with the New York State Department Division of Human Rights ("DHR"). The DHR will investigate the complaint and attempt to help the parties voluntarily resolve the dispute. If conciliation efforts are unsuccessful, the DHR may decide to prosecute the complaint on the complainant's behalf, either by filing a civil action or by bringing an administrative charges before the DHR or the DHR may decide to issue a notice advising the complainant of his/her rights to file a civil action for harassment within one year of the date of the notice. If the DHR or a court finds that that the law has been violated, it can order hiring, reinstatement, lost wages, damages, or other appropriate relief.

The DHR can be contacted at any of their offices throughout the State. Check the State Government listing in the telephone book for the nearest DHR office.

## **III. CONFIDENTIAL AND PROPRIETARY INFORMATION**

During the course of employment with Arts and Athletics Inc, employees may acquire or be provided access to confidential and proprietary information regarding the Company's clients, trade practices, systems, marketing, strategic plans, and other knowledge considered proprietary by Arts and Athletics Inc or its students. Employees are not permitted to disclose

or use any such information, except for authorized purposes. If Arts and Athletics Inc determines that a violation of this policy has occurred, Arts and Athletics Inc may take appropriate action including, but not limited to, disciplinary action, up to and including dismissal.

#### **IV. EMPLOYEE CLASSIFICATION , TIME AND ATTENDANCE**

##### **A. Status**

- i. Full-time, Salaried: Employees who work at least forty (40) hours a week and are paid on a salary basis.
- ii. Full-time, Hourly: Employees who average forty (40) hours per week and are paid on an hourly basis.
- iii. Part-time: Employees who average less than forty (40) hours per week and are paid on an hourly basis.
- iv. Temporary: Employees who are employed for a specific period of time. This period cannot exceed six (6) months. Temporary employees can work any number of hours in a pay week.

##### **B. Classification**

Arts and Athletics Inc complies with applicable laws regarding minimum wage and overtime payments. However, it is anticipated by the nature of our staffing and programs that overtime will not ordinarily be an issue. Furthermore, all overtime work, must be approved in advance in writing (including by electronic mail) by the employee's supervisor.

All employees are classified as either exempt or non-exempt under certain federal and state wage and hour laws based on a variety of factors, including an employee's job duties and responsibilities. At time of hire, each employee will be notified of his or her employment classification. This classification determines an employee's eligibility for benefits and requirements for time recording for overtime pay computations. An employee's exempt or non-exempt classification may be changed only upon written notification by your supervisor.

Exempt employees are persons whose positions meet specific tests established under the Fair Labor Standards Act ("FLSA") or applicable state law. Exempt employees do not earn overtime compensation regardless of the number of hours worked in any given work week because they are paid a fixed salary regardless of the hours worked.

Non-exempt employees are persons whose positions do not meet overtime exemption tests and who are entitled to be paid one and one-half their regular rate of pay for all hours worked in excess of forty (40) hours in a given work week or as may be required to be in compliance with state or local ordinance. Overtime pay is based on actual hours worked. The Company complies with applicable laws regarding meal breaks in the states in which it conducts business. Employees are expected to take meal breaks afforded under state law. Meal breaks are not included in the overtime calculation. For purposes of calculating overtime, paid time off for vacation, holidays, and approved sick or personal days are not considered as hours worked.

### **C. HOURS OF WORK**

The normal hours of operation at Arts and Athletics Inc are Monday through Friday, from 2:30 p.m. to 6 p.m. on days when school is in session. Each employee will have regularly assigned days and hours of work (e.g., a schedule), which will be established in cooperation with afterschool management prior to the start of each afterschool cycle. In no event will an employee's regularly assigned work hours will be in excess of eight hours per day or forty hours per week and in most cases regularly assigned work hours will be significantly less.

### **D. OVERTIME**

Employees are not allowed to work in excess of their regularly assigned hours of work, to work in excess of eight hours in a work day, or to work in excess of forty hours in a work week, without prior authorization from their supervisor. The only exceptions to this rule are in cases of emergency where the employee's supervisor or other Company supervisor or manager is not available to approve the overtime. For purposes of this policy, an "emergency" is a situation involving (1) material damage or imminent threat of material damage to the Company or student property, or (2) physical injury or death or imminent risk of the same to any Company employee, student or visitor which reasonably requires an employee to work beyond his or her normal hours. In cases of emergency, the employee must report the extra hours worked and the nature of the emergency to Arts and Athletics Inc as soon thereafter as possible but in no event more than 24 hours after the emergency. Employees violating this policy will be subject to discipline up to and including discharge. Except in legitimate emergency situations, Arts and Athletics Inc will not pay for unauthorized overtime.

### **E. TIMEKEEPING**

All non-exempt employees must complete a time card, which accurately sets forth all hours worked by the employee during each day of the work week. The time card must also show all non-duty time off during the work week, including time spent at lunch, running personal errands, on personal business, etc. Time cards are not used but we have regular established start and finishing times that must be adhered to.

Errors on a time card must be reported immediately to your supervisor. Changes to time cards must be initiated by the employee's supervisor. "Punching" or filling out another employee's time card, allowing another employee to "punch" or fill out your time card, or falsifying or altering a time card will not be tolerated and will subject the employee involved to discipline, up to and including termination.

### **F. MEAL AND REST PERIOD**

All employees who work a shift which is longer than five consecutive hours are provided with an unpaid, non-duty lunch break of at least one half hour, unless the work shift will not be more than six hours. The timing of your lunch break will be determined by your supervisor, but shall begin before you complete your fifth hour of work. Employees must record their lunch breaks on their time cards.

## **G. ATTENDANCE AND PUNCTUALITY**

With the exception of Summer classes which are subject to a different schedule, participating children are dismissed to the lunch room for their after-school classes and activities at the time of school dismissal each school day. Teachers and instructors are expected to arrive fifteen minutes prior to that time on any day they are scheduled to teach to take attendance and set expectations for the day's activities while students are having their snack. Class instruction is expected to begin no later than 3:00 p.m. Regular, timely attendance at work is an essential duty of your job. Teachers and instructors must be both reliable and punctual in order to maintain a productive, efficient and safe work environment. Absenteeism and tardiness is very disruptive and places a burden on your fellow teachers (and instructors), your students and Arts and Athletics Inc.

Accordingly, you are expected to arrange your affairs so that you arrive to work on time ready to perform the duties of your job. In the rare instance when you cannot avoid being late to work, are unable to work as scheduled, or will be absent, you must notify your supervisor prior to the start of your shift both by phone and by email. If it is impossible for you to notify your supervisor before the start of your shift, you must contact your supervisor as soon thereafter as possible.

Excessive absenteeism or tardiness, or failure to contact your supervisor prior to an absence or tardiness, may result in disciplinary action, up to and including termination. Absence from work for two (2) consecutive days without notifying your supervisor or management will be considered a voluntary resignation.

If you are absent because of an illness, your supervisor may request that you submit a written documentation from your doctor stating you are able to resume normal duties before you will be allowed to return to work. Generally, absences due to illness which last three (3) or more days will require a doctor's note before you can return to work.

With the exception of Summer classes which are subject to a different schedule, early session class instruction and related activities normally end at 4:20 or 4:30 p.m. (depending on your school site) and late session classes end at 5:40 or 5:50 p.m. (depending on your school site) each school day. Student pick-up by parents or guardians takes place until 5:50 p.m. Teachers or instructors are required to remain available until 4:30 p.m. (early session) and 5:50 p.m. (late session) as necessary to insure students are not left unattended and/or to meet with parents and provide feedback relating to their child and his/her progress. In no circumstances may child be left unattended at the end of the day. If a child's parents do not arrive by the end of the day (e.g., by the end of the late session) you must contact your site supervisor immediately.

Your site supervisor will make a note of any absences or lateness, and their reasons, in your personnel file. Be aware that excessive absences, a pattern of absences, and repeated lateness or leaving early may lead to disciplinary action, up to and including termination.

## **V. TIME OFF AND SICK LEAVE**

### **A. HOLIDAYS**

Arts and Athletics Inc conducts its activities in conjunction with its cooperating schools. A list of all dates on which the holidays will be observed will be posted each year. No classes will be conducted on days on which Arts and Athletics Inc observes holidays.

### **B. VACATION**

Only full-time, salaried employees are eligible to receive paid vacation days, which shall consist of fifteen (15) vacation days each year. Given Arts and Athletics Inc's business, however, most employees are part-time employees and are not eligible for paid vacations. Vacation days must be taken according to these constraints herein. All employees are encouraged to take their full allotment of time off. Taking a break from work to recharge and reinvigorate is crucial in helping you maintain the sharp focused effort our industry requires. In addition, it is beneficial to both your overall health and wellbeing. Listed below is our vacation policy:

- Vacation is accrued monthly. You are eligible to take up to 5 vacation days in advance of accruing the time, however, if your employment terminates with Arts and Athletics Inc, then Arts and Athletics Inc shall be entitled to recoup such unearned (but taken vacation time) as permitted by law.
- Vacation time must be approved in advance by an employee's manager by submitting the request and in accordance with the terms of the policy.
- In the first year of employment, all employees are eligible for vacation based on a pro-rata schedule. For purposes of determining a full month, an employee who has started between the 1<sup>st</sup> and the 15<sup>th</sup> will be considered to have started on the 1<sup>st</sup> of that month. If the start date is between the 16<sup>th</sup> and the 31<sup>st</sup>, the employee's start date will be considered the 1<sup>st</sup> of the next month.
- Employees are not eligible to take vacation within the first month of employment.
- Employees are allowed to carry over a maximum of 5 vacation days into the next year, however, such carryover days must be used within the first quarter of the following year, unless approval is otherwise obtained. Non-compliance will result in voluntary forfeiture of the time except where applicable law prohibits such forfeiture.

### **C. SICK LEAVE AND ILLNESS**

In light of lost earnings that may be caused by an accident or illness, Arts and Athletics Inc has established a paid sick leave policy. If an employee is unable to come to work, the employee must notify his/her supervisor prior to the start of his/her next shift on each scheduled work day of the absence. Except in emergency situations, failure to call in/show up for work will be treated as an unexcused absence.

### **i. Eligibility**

- All full-time salaried employees are eligible for five (5) paid sick leave days per calendar year.
- All full-time hourly and part-time employees are ineligible to earn or receive sick leave benefits, except where applicable law expressly prohibits such a policy.
- Employees of New York City who expected to meet 80 hours of service in a calendar year accrue sick leave at the rate of one hour for every 30 hours worked, up to a maximum of 40 hours of sick leave per calendar year. Employees are eligible to use available paid sick leave 120 days after the first day).

### **ii. Use**

- Sick leave may be taken for personal illness or disability or for a family and medical leave purpose.
- Unused sick leave may not be carried over from one year to the next.
- Employees are not entitled to pay in lieu of sick days.
- The Company retains the right to request verification from a licensed healthcare provider for all absences due to illness or disability. Sick pay may be withheld if a satisfactory verification is not received.
- In the instance you use all your sick days, further sick time will be deducted from your vacation accrual, and in the case you have no further unused vacation days, you will not be paid for those sick days you are absent.
- Absences due to surgery (excluding elective surgery) or extended illness will be outside the scope of the five (5) sick days policy and will be handled on a case-by-case basis.

### **iii. Miscellaneous**

If you are unable to come to work due to an illness you should telephone your supervisor and/or your supervisor as soon as practicable before or after the start of your regular scheduled work time.

When an employee separates from the Company, either voluntarily or involuntarily, such employee will not receive pay in lieu of unused sick days, except where applicable law expressly prohibits such a policy.

While on sick leave, employees also have a responsibility to keep Arts and Athletics Inc advised of the employee's status, particularly any changes which might affect the employee's return to work date. If an employee fails to return to work as scheduled, the employee will be considered to have voluntarily resigned, and the employee will be terminated, effective on the employee's last day of active work prior to going on sick leave.

Based upon your supervisor's discretion, before returning to work, you may be required to obtain a note from your doctor indicating that you are fit to return to work after being absent for medical purposes or sick leave.

## **VI. MATERNITY LEAVE**

### **A. In General**

A pregnant employee may take an unpaid maternity leave during a period of disability caused by her pregnancy, child birth, or complications of her pregnancy or child birth. A maternity leave will not be granted for more than four months.

The pregnant employee is required to provide to Arts and Athletics Inc with a written certification of disability from her physician before the employee will be placed on maternity leave. Depending upon the circumstances, Arts and Athletics Inc may hire a replacement employee. In that event, when the employee returns to work from her maternity leave, Arts and Athletics Inc will attempt to place the employee in a position for which she is qualified which is substantially similar to the position she held prior to her maternity leave.

### **B. EMPLOYMENT DURING LEAVE**

During a maternity leave of absence, you must not engage in gainful employment of any kind (except military duty during military leave). If you do, you will be considered to have voluntarily resigned, and your employment with Arts and Athletics Inc will be terminated, effective on the date when you began your other gainful employment.

### **C. RETURNING TO WORK FROM LEAVE**

While on a maternity leave of absence, you have a responsibility to keep Arts and Athletics Inc advised of your status, particularly any changes which may affect your return to work date. You must contact your supervisor at least two weeks prior to the expiration of your leave to discuss your return to work.

If you fail to return to work on the first work day following the expiration of your leave without making arrangements for an extension of the leave prior to the last day of the leave, it will be considered a voluntary quit and your employment will be terminated, effective on your last day of work prior to the beginning of the leave of your last day on paid leave status, whichever is later.

Upon your return to work, Arts and Athletics Inc will try to reinstate you to a similar teaching position for which you are qualified, if available. However, Arts and Athletics Inc cannot guarantee that you will be returned to work, or that you will be returned to work at the expiration of the leave.

## **VII. MISCELLANEOUS LEAVE**

### **A. Jury Duty or Court Witness**

If you receive notification to report for jury duty or that you are required to appear in court as a witness, you must notify your supervisor immediately. Time off work to serve on a jury, or to appear as a witness in court, is without pay.

### **B. Voting**

Arts and Athletics Inc supports your right to vote in national, state and local elections. When possible, you should make arrangements to vote before or after regular work hours. If you are unable to vote during non-working time, you should request time away from the office from your supervisor.

### **C. Leave For Victims Of Crime, Domestic Violence Or Sexual Assault**

If the employee or an immediate family member or a registered domestic partner of the employee is the victim of a felony, then the employee may take unpaid time off work in order to attend judicial proceedings related to that crime.

“Immediate family member” means spouse, child, stepchild, brother, stepbrother, sister, stepsister, mother, stepmother, father, or stepfather.

An employee who is a victim of a domestic violence or a victim of sexual assault may take unpaid time off from work to obtain or attempt to obtain any relief to help ensure the health, safety, or welfare of the victim or his or her child, including a temporary restraining order, restraining order, or other injunctive relief. To the extent allowed by law, Arts and Athletics Inc will maintain the confidentiality of any employee requesting leave under this subsection.

Before an employee may be absent from work pursuant to this Policy, the employee must give his or her supervisor a copy of the notice of each scheduled proceeding that is provided to the victim by the agency responsible for providing notice, unless advance notice is not feasible. When advance notice is not feasible or an unscheduled absence occurs, the employee must, within a reasonable time after the absence, provide his or her supervisor with documentation evidencing the judicial proceeding from any of the following entities:

- The court or government agency setting the hearing.
- The district attorney or prosecuting attorney’s office.
- The victim/witness office that is advocating on behalf of the victim.

Accrued vacation, personal leave, or other available paid or unpaid time off may be used while absent from work for these purposes.

### **D. Leave For Emergency Duty As A Volunteer Firefighter**

Leave will be granted to an employee who is required to perform emergency duty as a volunteer firefighter, to the extent required by law.

### **E. Funeral (Bereavement) Leave**

. In the event of a death in an employee's immediate family, the employee may be granted up to three days of unpaid bereavement leave to handle matters related to the death of a grieve. Immediate family is defined as follows: Spouse, domestic partner, parent, child, sibling, grandparent, grandchild and other individuals living in the employee's home, as well as your spouse or domestic partner's child, parent, sibling, grandparent or grandchild.

### **F. Absence To Attend School Activities**

In locations where Arts and Athletics Inc has twenty-five or more employees, an employee who is the parent, grandparent or guardian of a child who is a student may take up to forty hours per year off from work, but not more than eight hours in any one month, to participate in activities at his or her child's school, including a day care facility. The employee will not be paid during his or her absence. Employees who wish to take time off for this purpose must give his or her supervisor reasonable advance notice of the planned absence.

### **G. Time To Appear At School Following Notice Of Child's Suspension**

An employee who is the parent or guardian of a child, who has been suspended from school and has received a notice from the school to attend the child's school for a portion of a school day, may take time off work, without pay, to attend the school in accordance with the notice.

The employee must give reasonable advance notice to his or her supervisor of the notice to attend the school.

## **VIII. YOUR RESPONSIBILITIES**

Whenever people gather to achieve a goal, some rules of conduct are needed to help everyone work together efficiently, effectively and harmoniously. By accepting employment with us, you have a responsibility to Arts and Athletics Inc and to your fellow employees to follow certain rules of behavior and conduct. When you know that you can depend on your fellow employees to follow the rules of conduct, or organization will be a better place to work for everyone.

Generally speaking, we expect each person to act in a mature and responsible way at all times. If you have any questions concerning any work or safety rule, or any of the unacceptable activities listed below, please see your supervisor for an explanation.

### **A. Unacceptable Behavior**

Of course, it is not feasible to list every possible type of unacceptable behavior or misconduct which may come up over time. Nor is it Arts and Athletics Inc's intent to limit the At Will Employment Policy. Rather, the following list merely illustrates some of the types of conduct which are unacceptable.

Violation to the following rules will subject an employee to discipline, up to and including termination:

- Unsatisfactory work performance
- Failing or refusing to perform or complete assigned work
- Failing or refusing to follow a supervisor's instructions
- Insubordination
- Falsifying information, including but not limited to information provided on an employment application or resume or in the application process.
- Incorrectly reporting time worked
- Falsifying time cards, punching someone else's time card, or changing a time card without a supervisor's prior approval.
- Excessive absence or tardiness
- Failing to call in to notify your supervisor that you will be absent
- Failing to report to work as scheduled
- Failing to report to work at the expiration of an authorized leave
- Leaving without work permission
- Loafing, spending excessive time engaged in personal discussions or telephone calls, unnecessary absence from your work station, or other abuse of working time
- Theft, destruction, or misuse of the property of Arts and Athletics Inc, another employee, or customer or any other person or entity
- Fighting or horseplay
- Engaging in lewd or otherwise inappropriate conduct in the presence of any student
- Threatening to inflict bodily injury or property damages
- Possession of a firearm or other dangerous weapon on Company property or during working hours
- Violation of safety rules
- Being intoxicated, or under the influence of, using, selling or possessing a controlled or illegal substance (drugs) during work hours
- Failing to promptly report an accident or injury to your supervisor
- Failing to follow Arts and Athletics Inc's Policies
- Disclosing confidential student information to an unauthorized person

- Appropriation or misuse of Arts and Athletics Inc's trade secrets
- Harassing or discriminating against any applicant, employee or student because of his/her sex, race, national origin, ethnicity, creed, age, religion, mental or physical handicap, medical condition, veteran status or other legally protected status.

## **IX. DISCIPLINARY ACTION**

Arts and Athletics Inc is not required to follow any particular series of disciplinary steps before termination when an employee engages in misconduct. However, in some cases, discipline other than termination may help an employee understand that his or her conduct is not acceptable and may encourage the employee to change his or her behavior in the future. Thus, in some situations, depending on the circumstances, Arts and Athletics Inc may give an employee a warning, issue a suspension, or take other disciplinary action rather than resorting to termination. Of course, each case is different and Arts and Athletics Inc reserves the right and the absolute discretion to decide whether termination or another form of discipline is appropriate in any given case.

## **X. EMPLOYEE BENEFITS**

### **A. Group Insurance**

The Company is dedicated to providing a comprehensive benefits program for full-time eligible employees. This program has been designed to be both competitive within the industry and consistent with other Company objectives. It is the responsibility of management to periodically review the benefits package and to apprise the employees of any changes. Summary plan descriptions are available from your supervisor.

### **B. Disability Insurance**

In addition to the paid sick days described in the Time Off section, employees may be eligible for state short-term disability (STD) benefits under state disability law, if applicable.

Such benefits are provided to employees who are unable to work because of a non-work related injury or illness.

To be eligible for STD benefits, written certification of a disability is required from the employee's physician and the employee must have been out of work for such disability for eight (8) consecutive calendar days. An eligible employee will receive a weekly benefit for as long as he or she is disabled beginning on the eighth day and continuing for up to a maximum of twenty-six (26) weeks in a 52-week period.

### **C. Workers' Compensation Insurance**

In accordance with the worker's compensation laws of New York State, the Company provides certain benefits to employees who sustain injuries or illnesses arising during the course of their employment that require medical, surgical or hospital treatment. Subject to applicable legal requirements, workers' compensation insurance covers medical expenses incurred in connection with the injury and provides partial salary reimbursement.

An employee who sustains a work related injury or illness should inform his or her manager immediately. No matter how minor an on-the-job injury may appear, it is important that it be reported immediately. This will enable the employee to apply for coverage as quickly as possible.

## **XI. PERFORMANCE REVIEW**

All full-time, salaried and hourly employees shall be evaluated during the course of their employment. These evaluations will usually take place semi-annually. The purpose of a job performance evaluation is to provide an opportunity for communication between the employee and his or her manager. In addition, it should be used to help the manager evaluate each employee's performance in an objective, consistent and uniform manner. Managers are expected to be as objective as possible in judging performance according to the appropriate standards.

Each employee should be encouraged to seek and receive guidance in improving performance and expanding job responsibilities. Employees will also have the opportunity to review any written appraisal, correct any inaccuracies and make written comments concerning all aspects of the performance review.

## **XII. PAYROLL**

### **A. Pay Cycle**

The afterschool annual calendar is divided into three cycles—Fall, Winter, and Spring—plus a summer camp when school is not in session. Payroll is run monthly and an employee's full cycle pay is divided into three equal amounts. Any adjustments due to absences or extra coverage will be made on the third check of any given cycle.

### **B. Payroll Deductions And Personal Status**

Federal Income Tax, Social Security, State and Local Income Tax will be withheld from the employee's paycheck. The amount of Federal Income Tax withheld is calculated from the status and number of exemptions claimed on the employee's W-4 form. If there are any changes in status or exemptions the employee must contact your supervisor to fill out a new W-4.

If you believe you have been subject to any improper or incorrect deductions, you should immediately report the matter to your supervisor.

If any of your personal information changes (marital status, address, phone number, etc.), then you must inform your supervisor as soon as possible so that their employee file can kept up to date.

### **XIII. PROFESSIONAL APPEARANCE AND CONDUCT**

#### **A. Generally**

Arts and Athletics Inc strives to portray a professional image to its employees, students and their parents, members of the public and others at all times. Your appearance and conduct play an integral part in that effort.

Personal appearance should be a matter of concern for each employee. A neat, tasteful appearance, which is appropriate to your work environment and your course being taught (e.g., if you are a teacher or instructor) contributes to the positive impression you make on current and potential students and their parents. Professional appearance bolsters your own poise and self-confidence and greatly enhances our company image.

If your supervisor feels that your attire and/or grooming are not appropriate, you may be asked to leave your workplace until you are properly attired and/or groomed. Employees who violate dress code standards may be subject to appropriate disciplinary action, up to and including termination. Keep in mind the discomfort your supervisor would feel if she/he had to address this issue with you.

Arts and Athletics Inc also strives to provide each and every employee with a comfortable, enjoyable, and professional work environment. Unkind, insulting, disrespectful and inappropriate behavior detracts from that employee's morale and productivity. Remember to treat your co-workers how you would like to be treated yourself.

Accordingly, employees are expected to conduct themselves in a civil, respectful, professional, and business-like manner at all times. Employees who violate these rules may be subject to appropriate disciplinary action, up to and including termination.

#### **B. Smoking**

Under local ordinances and landlord requirements there is no smoking in the building.

#### **C. Drug And Alcohol Policy**

We believe the unlawful or unauthorized use of controlled substances or alcohol by our employees adversely affects our commitment to provide quality services. It also exposes us to potential corporate and personal liability, leads to violations of business conduct standards, detracts from a well-earned reputation in the community, and causes the loss of public and business community esteem. The unlawful or unauthorized presence or use of controlled substances or alcohol in the workplace conflicts with these vital interests. We encourage employees to seek assistance before their drug and alcohol use renders them unable to perform their essential job functions or jeopardizes the health and safety of themselves or others.

##### **i. Prohibited Conduct**

No employee shall report to work or be present on Arts and Athletics Inc premises or engage in Arts and Athletics Inc work or activities while using illegal drugs, alcohol or controlled substances (except when the use of a controlled substance is prescribed by a licensed medical

practitioner). In addition, the unlawful or unauthorized manufacture, distribution, transfer, dispensation, possession or use of illegal drugs or alcohol on Arts and Athletics Inc's premises, or while engaged in Arts and Athletics Inc activities or work, is strictly prohibited. In the event Arts and Athletics Inc, or any of its divisions, subsidiaries or affiliates, undertakes a program of substance abuse or alcohol testing in the workplace, it will be a violation of this policy to receive a positive test result or to refuse to submit to such test.

## **ii. Consequences for Policy Violations**

Your continued employment with Arts and Athletics Inc is conditioned upon your full compliance with this Drug and Alcohol Free Workplace Policy. Any violations may result in disciplinary action up to and including termination. In addition, any employee who violates this policy may be offered, in lieu of certain disciplinary sanctions but not others, an opportunity to participate in and successfully complete a Company-approved evaluation, and, as appropriate, a drug or alcohol rehabilitation or assistance program, as a condition of continued employment.

## **iii. Legal and Ethical Considerations and Requirements**

The identification, counseling, treatment and rehabilitation of individuals with a drug and/or alcohol abuse problem will be treated as confidential except when there are overriding requirements prescribed by law. Questions regarding the meaning or application of this policy should be directed to your Director of your supervisor.

## **D. Confidential Information**

All confidential information of the Company is owned by the Company, the terms of which are governed specifically by your employment contract. Please review your employment agreement to ensure you guard all Company confidential information accordingly.

## **XIV. CONFLICT OF INTEREST**

All employees have an obligation to avoid actual or potential conflicts of interest with Arts and Athletics Inc's business dealings. This Policy is intended to create a framework for Arts and Athletics Inc's business operations, as well as to set forth guidelines providing employees with general direction on situations which may give rise to unacceptable conflicts of interest. If an employee has any question whether a particular situation will create an unacceptable conflict of interest, the employee should first discuss the situation with his or her supervisor.

An actual or potential conflict of interest occurs when an employee's employment with Arts and Athletics Inc, puts the employee in a position to influence a decision that may result, or may appear to result, in a personal gain for the employee, or for a family member, as a result of Arts and Athletics Inc's business dealings. An unacceptable conflict of interest also exists if an employee directly or indirectly engages in or seeks to engage in a business dealing with a customer or client of Arts and Athletics Inc, or if an employee or a family member seeks to receive a kickback, bribe, substantial gift, or other special consideration as a result of any transaction or business dealing involving Arts and Athletics Inc.

Employees must be particularly careful about business dealings with other firms with whom the employee, or a family member, has any ownership, employment, contractual or other

relationship. The mere existence of a relationship is not unacceptable. However, if an employee has an actual or potential influence on Arts and Athletics Inc's transactions with such firms, including but not limited to purchase, sales, contracts or leases, the employee must fully disclose the relationship and the actual or potential conflict of interest to his or her supervisor, who in turn will notify Arts and Athletics Inc's president, so that steps can be taken to protect the interests of all the parties.

Remember that the appearance of a conflict of interest can be just as damaging to Arts and Athletics Inc's business as an actual conflict of interest. Violations to this Conflict of Interest Policy may result in disciplinary action, up to and including termination, as well as appropriate legal action.

## **XV. COMPANY INFORMATION SYSTEMS**

In order to conduct its business efficiently, Arts and Athletics Inc may provide certain authorized employees with access to Company owned information systems, such as computers, intranet, internet, e-mail, and voice mail systems, and telephone and fax machines.

The purpose of this Policy is set forth the rules and limitations for access to and use of Arts and Athletics Inc's information systems.

### **A. Information on Arts and Athletics Inc's Information Systems Is Owned By Arts and Athletics Inc And May Be Accessed At Any Time By Arts and Athletics Inc.**

Arts and Athletics Inc's information systems, and any data, information or software sent or received by or contained in Arts and Athletics Inc's information systems, are the property of Arts and Athletics Inc.

It is important for employees to understand that Arts and Athletics Inc must have access to its information systems at all times in order to access information, to conduct maintenance, to determine compliance with applicable Policy or law, and for other business reasons. Thus, Arts and Athletics Inc reserves the right to access its information systems, and any information found therein, for any reason and at any time.

This means that Arts and Athletics Inc may read e-mails, listen to voice mail messages, inspect computer files, monitor internet usage including sites visited and files downloaded, etc. As a result, you should not expect that your use of Arts and Athletics Inc's information systems, or that any information created, stored, sent or received on or in Arts and Athletics Inc's information systems, is private or personal. If you do not want Arts and Athletics Inc to see it, do not visit, send, receive or store it on or in Arts and Athletics Inc's informational systems.

The Use of encryption, passwords or access codes for security reasons does not affect Arts and Athletics Inc's ownership of the electronic information contained in Arts and Athletics Inc's information systems, which may still be accessed by Arts and Athletics Inc despite an employee's use of encryption, passwords or access codes. Employees are required to provide Arts and Athletics Inc with all encryption keys, passwords or access codes used by the employee so that management can access the information system and the information on the system. Employees must not use encryption, passwords or access codes which have not been provided

by or to Arts and Athletics Inc or for any purpose which has not been authorized by Arts and Athletics Inc. Any unauthorized use of encryption, passwords or access codes which have been used, is a violation of this Policy.

**B. Arts and Athletics Inc's Information Systems May Only Be Used For Legitimate Company Business Purposes.**

Arts and Athletics Inc's information systems, and the information on Arts and Athletics Inc's information systems, may only be accessed and used for legitimate Company business purposes. With the exception of personal e-mails and telephone calls (as more fully set forth below), Arts and Athletics Inc's information may not be used for personal or non-business related purposes or for the benefit of any other person or entity other than Arts and Athletics Inc. For instance, employees are not allowed to use Company e-mail systems to distribute news articles or political jokes, or to use the internet to visit pornographic sites or to shop for personal items, or to access, transfer, disclose or use information on Arts and Athletics Inc's information systems (including but not limited to Confidential Information; see the Confidential Information Policy) to benefit a competitor or a new employer.

Employees are prohibited from accessing or using Arts and Athletics Inc's information systems in any way that may be illegal, unethical, fraudulent, unethical, disruptive, harassing, slanderous or offensive to others. Since e-mail, computer files, and other electronic information may be seen by others, employees must use great care when formulating e-mail messages, etc. Employees must avoid defamatory statements, off-color jokes, offhand comments, pictures, and other wording that could be interpreted as harassment, discrimination, or criminal activity. Discretion must be used when discussing sensitive personnel issues, Company secrets and other Confidential Information (see the Confidential Information Policy), and personal information in Company e-mail systems or other Arts and Athletics Inc's information systems.

Employees may not destroy, alter or tamper with information or software on Arts and Athletics Inc's information systems. Employees may not make, store or keep "personal" copies of information on Arts and Athletics Inc's information systems. Information on Arts and Athletics Inc's information systems may not be transferred or sent outside of Arts and Athletics Inc's information systems by e-mail, the internet, file transfer protocol or any other method, or transferred to flash drives, DVDs or other storage or removable media for any non-business related purpose or for the direct or indirect benefit of any person or entity other than Arts and Athletics Inc.

**C. Authorized Users And Limits On Authorized Access**

Only those persons who have been given a unique username and/or account and password by Arts and Athletics Inc ("authorized users") are authorized to access and use Arts and Athletics Inc's computers, intranet, internet, e-mail and voice mail systems, or authorized part(s) thereof. All others are forbidden to access or use those information systems.

Each authorized user is only authorized to access and use Arts and Athletics Inc's computer, intranet, internet, e-mail, and voice mail systems, and the information on those information systems, to the extent necessary to perform the user's job duties and for the benefit

of Arts and Athletics Inc (the only exceptions are personal e-mails and telephone calls, as more fully set forth below).

Authorized users may not access Arts and Athletics Inc's computer, intranet, internet, e-mail, and voice mail systems, and/or use the information on those systems, in excess of any limitations which Arts and Athletics Inc has placed on that particular user's access or use, or in excess of any limitations set forth in this Policy or in any other Company policy or procedure which addresses access to and use of those information systems. For example, a departing employee may not access Arts and Athletics Inc's information systems or use information accessed on those systems in order to solicit Arts and Athletics Inc's customers on behalf of a new employer, or to compete with Arts and Athletics Inc, or in violation of the Confidential Information and Inventions policy.

Remote access to Arts and Athletics Inc's information systems is not allowed without prior approval of the Arts and Athletics Inc's President. Employees who have been granted remote access privileges must remain constantly aware that a remote access connection is a literal extension of Arts and Athletics Inc's corporate network and information systems and provides a potential path to Arts and Athletics Inc's most sensitive information. Employees with remote access privileges are responsible for ensuring that the remote connection is not used by non-employees or other persons or entities who are not authorized users to gain unauthorized access to Arts and Athletics Inc's information systems, or to gain access in excess of their authorization, and must take every reasonable measure to secure the remote access so as to protect Arts and Athletics Inc's information and assets, including but not limited to using the most recent version of Arts and Athletics Inc approved anti-virus software with regularly updated anti-virus definitions.

Unauthorized access and access in excess of authorization may result in disciplinary action, up to and including termination, criminal prosecution and civil liability.

#### **D. Arts and Athletics Inc COMPUTER SYSTEMS AND INTRANET**

Arts and Athletics Inc's computer systems and intranet are made available to employees as a business tool in order to help employees conduct legitimate Company business. Authorized users may access and use Arts and Athletics Inc's computers and intranet for legitimate Company business purposes only. Accessing or using Arts and Athletics Inc's computers and/or intranet for personal reasons, for other non-business related purposes, or for the direct or indirect benefit of any person or entity other than Arts and Athletics Inc, is not permitted.

Authorized users are given access only to those areas of Arts and Athletics Inc's computer system and/or intranet (i.e., to particular drives, folders, forms, or information) which are necessary to the performance of that particular employee's job duties. Similarly, access to some areas of Arts and Athletics Inc's computer systems and/or intranet (such as drives or folders containing sensitive financial, business, personnel, technical, legal or other confidential information) is restricted to particular employees or for particular uses.

Authorized users are not allowed to access any area of Arts and Athletics Inc's computer system and/or intranet which they have not been specifically authorized to access or to use any information found in an authorized access area for an unauthorized purpose.

## **E. Internet**

The internet system is also provided to help employees conduct legitimate Company business, when necessary. Authorized users may use the internet for legitimate Company business purposes only. Using the internet for personal reasons, for other non-business related purposes, or for the direct or indirect benefit of any person or entity other than Arts and Athletics Inc, is not permitted.

Accessing internet sites that have content which may be deemed to be inappropriate or objectionable, including but not limited to nudity or sexually offensive, sexually explicit, or pornographic content, is strictly prohibited. The display of any kind of sexually explicit image or document on any Company system is a violation of our Policy against sexual harassment. In addition, sexually explicit material may not be archived, stored, distributed, edited or recorded using Arts and Athletics Inc's computer or information systems.

Arts and Athletics Inc reserves the right to monitor internet activity. Arts and Athletics Inc has software and other systems in place that can monitor and record all internet usage. We want you to be aware that our security systems are capable of recording, for each and every user, each web site visit, each chat, each newsgroup and each e-mail message, and each file transfer into and out of our system or network. No employee has any expectation of privacy as to his or her internet usage. Arts and Athletics Inc can and will review internet activity and analyze usage patterns to make sure that internet usage is appropriate and is not interfering with productivity.

Arts and Athletics Inc's internet system and computing resources must not be used to violate the laws and regulations of the United States or any other nation, state, city, province or other local jurisdiction in any way.

Any software or files downloaded via the internet into Arts and Athletics Inc's network become the property of Arts and Athletics Inc. Any such files or software may be used only in ways that are consistent with their licenses or copyrights. No employee may use Arts and Athletics Inc's internet system knowingly to unlawfully download or distribute software, music files, or other copyrighted material.

No employee may use Arts and Athletics Inc's internet system to deliberately propagate any virus, worm, Trojan horse, trap-door program code, malware, or other similar or malicious matter, to disable or overload any computer system or network, or to circumvent any system intended to protect the privacy or security of another user.

Each employee using Arts and Athletics Inc's internet system shall identify himself or herself honestly, accurately and completely when participating in chats or newsgroups, or when setting up accounts on outside computer systems.

Use of Arts and Athletics Inc's internet system for inappropriate reasons, such as misuse of Company assets or resources, sexual harassment, unauthorized public speaking, violation of copyright or copyright laws, and misappropriation or theft of intellectual property, are strictly prohibited.

## F. E-Mail

Arts and Athletics Inc's e-mail system is owned by Arts and Athletics Inc and is made available to employees as a business tool to facilitate business communications. Employees who are provided with Company e-mail accounts are authorized to use the e-mail system for legitimate Company business. With the exception of sending and receiving personal e-mail in accordance with the rules set forth below, the e-mail system may not be used for personal or non-business related purposes or for the direct or indirect benefit of any person or entity other than Arts and Athletics Inc.

Employees may use their assigned Company e-mail account for personal e-mail, subject to the following rules:

- Personal use of e-mail must never interfere with your work.
- Personal e-mails must be kept in a separate folder, named 'Personal'. The e-mails in this folder must be deleted weekly so as not to clog up the system.
- Personal e-mails must comply with this Policy in all other respects.
- Sending or forwarding chain letters, junk mail, jokes, mass mailings, and executable files or programs is strictly forbidden.
- All e-mail sent, received or found on Arts and Athletics Inc's e-mail system, even personal e-mails, are Arts and Athletics Inc's property and may be accessed and read by others, including management.
- Remember, whether business related or personal, your e-mail is not private.

The use of Arts and Athletics Inc's e-mail system to send and receive personal e-mail is a privilege which may be lost if the privilege is abused.

Except as is required for legitimate Company business purposes, employees are not allowed to send copies of business related e-mails to their personal e-mail account, to copy business related e-mail to any removable media (e.g., flash drives, CD-ROMs, DVDs, etc.), personal laptops, or other non-Company computer systems, or otherwise to transfer e-mail outside Arts and Athletics Inc's e-mail system. For example, an employee who is resigning is not allowed to download e-mails to a flash drive or to send copies of e-mail to a personal e-mail account or to his/her new employer.

Remember that all e-mail messages found in Arts and Athletics Inc's computer systems are the property of Arts and Athletics Inc, including any personal e-mail. The contents of all e-mail, and the use of the e-mail system, may be monitored, copied, accessed and disclosed by Arts and Athletics Inc without the employee's permission or prior notice. The e-mail system may be subject to unannounced inspections and, as such, should be treated like other shared filing systems. Back-up copies of e-mail are also regularly made, and may be maintained and referenced by Arts and Athletics Inc. Therefore, employees should not assume that any e-mail message is confidential or private.

While e-mail is accessed by password and e-mail messages may be encrypted, this does not guarantee privacy. All passwords which are used on Arts and Athletics Inc's e-mail system (including without limitation individual passwords) and encryption keys for encrypted e-mail sent, received or found on Arts and Athletics Inc's e-mail system are the property of Arts and Athletics Inc and not of the individual employee, and Arts and Athletics Inc reserves the right to override any individual passwords, encryption and/or codes to facilitate access by Arts and Athletics Inc to e-mail. Employees may not attempt to make their e-mail communications inaccessible to Arts and Athletics Inc by installing any software or hardware on Arts and Athletics Inc's computer systems, or by encrypting any e-mail without Arts and Athletics Inc's permission, or in any other manner. Employees are required to provide Arts and Athletics Inc with any passwords and encryption keys upon request.

Remember that since e-mail messages may be considered business records of Arts and Athletics Inc, they may be discoverable in litigation, administrative proceedings and other legal proceedings.

Employees may not use Arts and Athletics Inc's e-mail system in any way that may be illegal, unethical, fraudulent, unethical, disruptive, harassing, slanderous or offensive to others. Examples of prohibited transmissions include, but are not limited to, sexually-explicit messages, cartoons or jokes; unwelcome personal propositions; false and defamatory material; ethnic or racial slurs; or any other messages that can be construed to be harassment or disparagement of others based on their sex, race, sexual orientation, age, national origin, religious or political beliefs, or other protected status. Nor may the e-mail system be used to create and exchange advertisements, solicitations, chain letters, and other unsolicited e-mail; to create or exchange information in breach of copyright laws; to transmit any protected trade secrets, sensitive business information, or confidential information in violation of the Confidential Information Policy, or an employee confidential information/non-disclosure agreement; to subscribe to any internet based mailing lists without authorization; or to send e-mail to a supplier with whom the user has no business dealings.

Inappropriate e-mail messages or file attachments should be reported to your supervisor.

### **G. Voice Mails**

Even though Arts and Athletics Inc's voice mail system involves different technology and a different type of communication than e-mail, the foregoing policies also apply to the voice mail system. As with e-mail, employees should be aware that their voice messages can be accessed by and forwarded to others without their consent. Management reserves the right to monitor, access, store, copy, delete and/or disclose any or all messages which are sent or received by its voice mail system, without regard to the content thereof and without giving notice to or receiving permission from the recipient or sender. Employees should be no less careful in using the voice mail system than in using the e-mail system.

### **H. Telephone And Fax Systems**

Arts and Athletics Inc's telephone and fax system is owned by Arts and Athletics Inc and is made available to employees as a business tool to facilitate business communications.

Company telephones may not be used to make personal, non-business related long distance or toll calls. Employees should practice discretion in using Company telephones when making personal calls on their breaks or during meal periods. Employees may be required to reimburse Arts and Athletics Inc for any charges from their personal use of the telephone. Personal telephone calls made during normal business hours should be kept at an absolute minimum and generally only be made only for emergency reasons. Billing procedures and invoicing documents now allow managers to review all billed telephone calls from individual employee numbers.

To ensure effective telephone communications, employees should always use an approved greeting and speak in a courteous and professional manner. Please confirm information received from the caller and hang up only after the caller has done so.

Fax machines may be used for business purposes only.

### **I. Systems Integrity**

Authorized users are responsible for the security of their passwords and accounts. Authorized users must not share their passwords and accounts. Passwords should be changed periodically as prescribed by Arts and Athletics Inc's President.

Authorized users who are logged into access restricted files, drives, or software programs must make sure that their computer is secured before leaving their computer unattended. Computers should be secured with a password-protected screensaver with the automatic activation feature set at 10 minutes or less, or by logging-off when the computer will be unattended.

### **J. Computer Software And Unauthorized Copying**

Illegal duplication, sharing or copying of software, music files or other copyrighted material is strictly prohibited.

Employees are authorized to use software only in accordance with the software license agreement. Except as may be allowed by the software license or manufacturer, Arts and Athletics Inc does not have the right to copy or reproduce the software.

Misuse of software should be reported to your supervisor immediately.

Employees may not install any software on Arts and Athletics Inc's information systems without the President's express permission.

### **K. Participation In Online Forums And Use Of Social Media**

Arts and Athletics Inc respects the right of users of Arts and Athletics Inc technology to maintain a blog or web page or to participate in online forums or a social networking site, including but not limited to Twitter, LinkedIn and Facebook. However to protect Arts and Athletics Inc's interests and ensure users focus on their job responsibilities, users of ARTS AND ATHLETICS INC, technology shall not post on a blog or web page or participate on a social networking site or in online forums during working time or at any time using ARTS AND

ATHLETICS INC, technology; *provided, however*, that a user may access and participate (i) on LinkedIn for the purpose of furthering such user's job duties and responsibilities, and (ii) in online forums for the sole business purpose of obtaining information necessary or required in order to perform such user's job function (for e.g. finding the answer to a technical problem by consulting members of a news group devoted to the technical area).

#### **L. Other Policies**

Arts and Athletics Inc's other policies, including but not limited to its policies regarding confidential information and non-disclosure, sexual harassment, and inspections and searches, all apply to the use of Arts and Athletics Inc's information systems.

Once again, employees should remember that Arts and Athletics Inc reserves the right to access its information systems, and any information found therein, for any reason and at any time.

All employees are required, as a condition of employment and/or continued employment, to agree to comply with and be bound by this Policy. Violations of this Policy may result in disciplinary action, up to and including termination, criminal prosecution and civil liability.

If you have any questions about using Arts and Athletics Inc's information systems, please contact your supervisor.

#### **XVI. REFERENCE CHECKS (These policies follow mandates from NYS Department of Health)**

As a normal course of business, your past employers and other references that you supply to Arts and Athletics Inc will be contacted to verify all information that you have written on your application and provided during the interview process for accuracy. Falsification of any of this information is immediate grounds for dismissal.

#### **XVII. SECURITY**

Due to the nature of our business, great care must be taken to prevent the access by person(s) not authorized to be in the facilities where we conduct our business. Internal, non-public information about our services, personnel or our students and their families must not be duplicated, given to unauthorized person(s), or allowed to be used in any manner other than in furtherance of the Company's business.

The removal of any equipment, supplies or property of Arts and Athletics Inc without permission from Management is not allowed and will be treated as a breach in the security of Arts and Athletics Inc. Should there be a breach in security, Arts and Athletics Inc will investigate fully. All employees as well as temporary and leased workers are expected to cooperate fully with the investigation.

## **XVIII. USE OF PERSONAL/COMPANY VEHICLES**

When operating any motor vehicle while working, employees are expected to observe all laws and regulations governing the use of motor vehicles. Following are additional guidelines and procedures of the Company:

All employees operating their personal vehicle on work related matters will supply the Company with proof of insurance for their vehicle. Additionally, each employee is required to provide the Company with proof of renewal of their vehicle insurance. All accidents that occur while on job-related trips must be reported immediately to Management. Driving any vehicle, while you are working, under the influence of alcohol, or any controlled substance is illegal and will not be tolerated. Any employee driving while working will be asked to supply a copy of their driving record as supplied by the Secretary of State. This is a condition of employment. Speeding tickets, moving violations, parking tickets are the financial responsibility of the employee. If there is any change in your driving status, i.e. suspension of your license, etc.; you must notify your supervisor at once.

## **XIX. INSPECTIONS OF COMPANY PREMISES AND PROPERTY**

From time to time, employees may be provided with access to or use of Company premises and/or property. However, all such premises and/or property always remain the sole property of Arts and Athletics Inc.

In order to conduct its business, Arts and Athletics Inc must always have access to its premises, property, equipment, vehicles, records, data, documents, and files, wherever and however located or stored. Further, Arts and Athletics Inc has a right to protect against the unauthorized removal, use or possession of Company, employee, student or visitor vehicles, equipment, information and data, or other property. Arts and Athletics Inc also has a responsibility to make sure that its property and equipment is in good repair and safe working order. In order to provide its employees and students with a safe work/learning environment, Arts and Athletics Inc must also ensure that the classrooms, offices and other facilities it uses are free of illegal drugs, alcohol, weapons, and other improper or harmful materials.

Therefore, employees must be aware that all property utilized by Arts and Athletics Inc to conduct its business may be reclaimed, used, searched or inspected by Arts and Athletics Inc at any time, whether or not locked or otherwise secured. To this end, Arts and Athletics Inc reserves the right to conduct a search or inspection of its premises and/or property at any time for any reason. By using or entering onto Arts and Athletics Inc utilized premises and/or property, employees consent to searches and inspections by Arts and Athletics Inc, its agents and representatives at any time and for any reason.

Because even a routine search or inspection might result in the discovery of an employee's personal possessions, employees are encouraged not to bring items of personal property which the employee does not want to reveal to Arts and Athletics Inc or others to work, onto Company-utilized premises or parking lots.

For purposes of this Policy, "Company premises" and/or "Company property" means, without limitation, any work areas, job sites, offices, fixtures, installations, desks, computers,

data storage devices, e-mail systems, file cabinets, closets, lockers, storage devices or areas, vehicles and equipment, data, records, or other information, or other Company property of any kind, whether owned, leased or used by Arts and Athletics Inc or its employees.

## **XX. HEALTH AND SAFETY**

Arts and Athletics Inc is very concerned that our employees are working in as safe and as healthy an environment as we can provide. We, as employees, must make a conscious effort to be aware of safety and health procedures as well as hazards at all times. Our goal is to avoid accidents and so OSHA and MIOSHA safety requirements must be complied with. These rules are specific. In the event that you are unsure of the rules or have taken on a new responsibility, contact your supervisor for additional training. Our goal is also to avoid disease transmission by following applicable public health guidelines established by the CDC, NYS DoH, New York City government, and other authorities. Considered visitors in DoE facilities, Arts and Athletics personnel must adhere to DoE policies on distancing, mask-wearing, and vaccination. All concerns are to be reported immediately to your supervisor.

### **EMERGENCY AND FIRE SAFETY PROCEDURES**

All emergencies, including fire or medical problems, should be reported immediately. The following are general procedures:

- Fire Safety – the Company’s safety plan is organized under the direction of the Fire Safety Inspector. This plan may include occasional fire drills in which you are expected to participate.
- Fire Wardens – you may be asked to serve as designated fire warden. If so, you will be instructed in proper safety procedures to help direct others away from danger in the event of a fire. You should never use the elevator when there is a fire.
- Fire Prevention – If you see any potential source of a fire (frayed electrical wiring, protruding electrical connections, etc.), inform your supervisor immediately.
- Bomb Threats – the Company considers all bomb threats as serious. If you should receive such a threat by phone, mail or other means, tell your supervisor immediately. Under no circumstances should you attempt to comply with any extortion request.
- Transportation – in the event of a widespread transportation disruption within the Metropolitan area, please consult your supervisor regarding any contingency plan.

## **XXI. VIOLENCE IN THE WORKPLACE**

Arts and Athletics Inc will not tolerate any level of violence, either in the workplace or in any work-related setting by an employee, vendor, consultant, contractor, visitor or students. Violence includes, but is not limited to, physical intimidation, threatening or menacing conduct, assault or battery. Any employee who is found to have engaged in work-related violence will be subject to disciplinary action, up to and including termination of employment.

## **XXII. EMPLOYEE PERSONNEL RECORDS**

Arts and Athletics Inc maintains personnel records in order to administer employee benefits and payroll, to track job performance and to comply with employment laws. In the event of a change in name, address, telephone number, beneficiary, dependents, educational achievements or payroll, employee should notify his or her supervisor.

### **XXIII. TERMINATION PROCEDURES**

#### **A. Voluntary Termination**

Arts and Athletics Inc will consider you to have voluntarily terminated your employment if you do any of the following:

- Resign from Arts and Athletics Inc;
- Fail to return to work from an approved leave of absence on the date specified by Arts and Athletics Inc; or
- Fail to report to work or call in for two (2) or more consecutive work days.

#### **B. Involuntary Termination**

Unfortunately, involuntary termination of employment is a part of personnel activity within any organization. Many terminations are for routine reasons, such as reorganizations for business or operational needs, job eliminations, economic downturns, or lack of work. Additionally, other involuntary terminations may be for poor performance, misconduct or violations of Company rules or policies. Notwithstanding, Arts and Athletics Inc reserves the right to terminate at will, with or without cause or advance notice.

#### **C. Final Paycheck**

If you are involuntarily terminated, you will receive your final paycheck on the day of your termination. If you resign your employment, you will receive your final paycheck within 72 hours of your last day of work, unless you gave us prior notice of your resignation, in which case you will receive your final paycheck on your last day of work or within 72 hours of your notice, whichever is later.

Your final paycheck will include all wages that you have earned, including any accrued but unused vacation pay (if any), up to your last day of work.

If you think that there is an error in your final paycheck, or that you are owed any amount not included in your final paycheck, please bring it to the attention of your supervisor or the payroll department as soon as possible so that an appropriate correction can be made.

#### **D. Exit Interviews**

Management will conduct an exit interview to discuss your reasons for leaving and/or any other impressions that you may have about Arts and Athletics Inc.

#### **E. Return Of Company Property**

Any Company property issued to you, such as keys, vehicles, computer equipment, cell phones, credit cards, records and other information, must be returned to Arts and Athletics Inc at the time of your termination. You will be responsible for any unreturned, lost or damaged items.

#### **F. Former Employees**

Depending on the circumstances, Arts and Athletics Inc may consider a former employee for re-employment. Such applicants are subject to Arts and Athletics Inc's usual pre-employment procedures. To be considered, the applicant must have been in good standing at the time of the previous termination of employment with Arts and Athletics Inc.

Arts and Athletics Inc will not rehire employees who were terminated for misconduct.

*Adoption of this policy does not constitute a conclusive defense to charges of unlawful sexual harassment. Each claim of sexual harassment will be determined in accordance with existing legal standards, with due consideration of the particular facts and circumstances of the claim, including but not limited to the existence of an effective anti-harassment policy and procedure.*

## **Appendix A: New York State Sample Sexual Harassment Policy**

### **Introduction**

Arts and Athletics is committed to maintaining a workplace free from sexual harassment. Sexual harassment is a form of workplace discrimination. All employees are required to work in a manner that prevents sexual harassment in the workplace. This Policy is one component of Arts and Athletics' commitment to a discrimination-free work environment. Sexual harassment is against the law<sup>1</sup> and all employees have a legal right to a workplace free from sexual harassment and employees are urged to report sexual harassment by filing a complaint internally with Arts and Athletics. Employees can also file a complaint with a government agency or in court under federal, state or local antidiscrimination laws.

#### **Policy:**

1. Arts and Athletics' policy applies to all employees, applicants for employment, interns, whether paid or unpaid, contractors and persons conducting business, regardless of immigration status, with Arts and Athletics. In the remainder of this document, the term "employees" refers to this collective group.
2. Sexual harassment will not be tolerated. Any employee or individual covered by this policy who engages in sexual harassment or retaliation will be subject to remedial and/or disciplinary action (e.g., counseling, suspension, termination).
3. Retaliation Prohibition: No person covered by this Policy shall be subject to adverse action because the employee reports an incident of sexual harassment, provides information, or otherwise assists in any investigation of a sexual harassment complaint. Arts and Athletics will not tolerate such retaliation against anyone who, in good faith, reports or provides information about suspected sexual harassment. Any employee of Arts and Athletics who retaliates against anyone involved in a sexual harassment investigation will be subjected to disciplinary action, up to and including termination. All employees, paid or unpaid interns, or non-employees<sup>2</sup> working in the workplace who believe they have been subject to such retaliation should inform a supervisor, manager, or director. All employees, paid or unpaid interns or non-employees who believe they have been a target of such retaliation may also seek relief in other available forums, as explained below in the section on Legal Protections.
4. Sexual harassment is offensive, is a violation of our policies, is unlawful, and may subject Arts and Athletics to liability for harm to targets of sexual harassment. Harassers may also be individually subject to liability. Employees of every level who engage in sexual harassment, including managers

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<sup>1</sup>While this policy specifically addresses sexual harassment, harassment because of and discrimination against persons of all protected classes is prohibited. In New York State, such classes include age, race, creed, color, national origin, sexual orientation, military status, sex, disability, marital status, domestic violence victim status, gender identity and criminal history.

<sup>2</sup>A non-employee is someone who is (or is employed by) a contractor, subcontractor, vendor, consultant, or anyone providing services in the workplace. Protected non-employees include persons commonly referred to as independent contractors, "gig" workers and temporary workers. Also included are persons providing equipment repair, cleaning services or any other services provided pursuant to a contract with the employer.

and supervisors who engage in sexual harassment or who allow such behavior to continue, will be penalized for such misconduct.

5. Arts and Athletics will conduct a prompt and thorough investigation that ensures due process for all parties, whenever management receives a complaint about sexual harassment, or otherwise knows of possible sexual harassment occurring. Arts and Athletics will keep the investigation confidential to the extent possible. Effective corrective action will be taken whenever sexual harassment is found to have occurred. All employees, including managers and supervisors, are required to cooperate with any internal investigation of sexual harassment.

6. All employees are encouraged to report any harassment or behaviors that violate this policy. Arts and Athletics will provide all employees a complaint form for employees to report harassment and file complaints.

7. Managers and supervisors are **required** to report any complaint that they receive, or any harassment that they observe or become aware of, to [*person or office designated*].

8. This policy applies to all employees, paid or unpaid interns, and non-employees and all must follow and uphold this policy. This policy must be provided to all employees and should be posted prominently in all work locations to the extent practicable (for example, in a main office, not an offsite work location) and be provided to employees upon hiring.

## **What Is “Sexual Harassment”?**

Sexual harassment is a form of sex discrimination and is unlawful under federal, state, and (where applicable) local law. Sexual harassment includes harassment on the basis of sex, sexual orientation, self-identified or perceived sex, gender expression, gender identity and the status of being transgender.

Sexual harassment includes unwelcome conduct which is either of a sexual nature, or which is directed at an individual because of that individual’s sex when:

- Such conduct has the purpose or effect of unreasonably interfering with an individual’s work performance or creating an intimidating, hostile or offensive work environment, even if the reporting individual is not the intended target of the sexual harassment;
- Such conduct is made either explicitly or implicitly a term or condition of employment; or
- Submission to or rejection of such conduct is used as the basis for employment decisions affecting an individual’s employment.

A sexually harassing hostile work environment includes, but is not limited to, words, signs, jokes, pranks, intimidation or physical violence which are of a sexual nature, or which are directed at an individual because of that individual’s sex. Sexual harassment also consists of any unwanted verbal or physical advances, sexually explicit derogatory statements or sexually discriminatory remarks made by someone which are offensive or objectionable to the recipient, which cause the recipient discomfort or humiliation, which interfere with the recipient’s job performance.

Sexual harassment also occurs when a person in authority tries to trade job benefits for sexual favors. This can include hiring, promotion, continued employment or any other terms, conditions or privileges of employment. This is also called “quid pro quo” harassment.

Any employee who feels harassed should report so that any violation of this policy can be corrected promptly. Any harassing conduct, even a single incident, can be addressed under this policy.

### **Examples of sexual harassment**

The following describes some of the types of acts that may be unlawful sexual harassment and that are strictly prohibited:

- Physical acts of a sexual nature, such as:
  - o Touching, pinching, patting, kissing, hugging, grabbing, brushing against another employee’s body or poking another employee’s body;
  - o Rape, sexual battery, molestation or attempts to commit these assaults.
- Unwanted sexual advances or propositions, such as:
  - o Requests for sexual favors accompanied by implied or overt threats concerning the target’s job performance evaluation, a promotion or other job benefits or detriments;
  - o Subtle or obvious pressure for unwelcome sexual activities.
- Sexually oriented gestures, noises, remarks or jokes, or comments about a person’s sexuality or sexual experience, which create a hostile work environment.
- Sex stereotyping occurs when conduct or personality traits are considered inappropriate simply because they may not conform to other people’s ideas or perceptions about how individuals of a particular sex should act or look.
  - Sexual or discriminatory displays or publications anywhere in the workplace, such as:
    - o Displaying pictures, posters, calendars, graffiti, objects, promotional material, reading materials or other materials that are sexually demeaning or pornographic. This includes such sexual displays on workplace computers or cell phones and sharing such displays while in the workplace.
  - Hostile actions taken against an individual because of that individual’s sex, sexual orientation, gender identity and the status of being transgender, such as:
    - o Interfering with, destroying or damaging a person’s workstation, tools or equipment, or otherwise interfering with the individual’s ability to perform the job;
    - o Sabotaging an individual’s work;
    - o Bullying, yelling, name-calling.

## Who can be a target of sexual harassment?

Sexual harassment can occur between any individuals, regardless of their sex or gender. New York Law protects employees, paid or unpaid interns, and non-employees, including independent contractors, and those employed by companies contracting to provide services in the workplace. Harassers can be a superior, a subordinate, a coworker or anyone in the workplace including an independent contractor, contract worker, vendor, client, customer or visitor.

## Where can sexual harassment occur?

Unlawful sexual harassment is not limited to the physical workplace itself. It can occur while employees are traveling for business or at employer sponsored events or parties. Calls, texts, emails, and social media usage by employees can constitute unlawful workplace harassment, even if they occur away from the workplace premises, on personal devices or during non-work hours.

## Retaliation

Unlawful retaliation can be any action that could discourage a worker from coming forward to make or support a sexual harassment claim. Adverse action need not be job-related or occur in the workplace to constitute unlawful retaliation (e.g., threats of physical violence outside of work hours).

Such retaliation is unlawful under federal, state, and (where applicable) local law. The New York State Human Rights Law protects any individual who has engaged in "protected activity." Protected activity occurs when a person has:

- made a complaint of sexual harassment, either internally or with any anti-discrimination agency;
- testified or assisted in a proceeding involving sexual harassment under the Human Rights Law or other anti-discrimination law;
- opposed sexual harassment by making a verbal or informal complaint to management, or by simply informing a supervisor or manager of harassment;
- reported that another employee has been sexually harassed; or
- encouraged a fellow employee to report harassment.

Even if the alleged harassment does not turn out to rise to the level of a violation of law, the individual is protected from retaliation if the person had a good faith belief that the practices were unlawful. However, the retaliation provision is not intended to protect persons making intentionally false charges of harassment

## Reporting Sexual Harassment

**Preventing sexual harassment is everyone's responsibility.** Arts and Athletics cannot prevent or remedy sexual harassment unless it knows about it. Any employee, paid or unpaid intern or non-employee who has been subjected to behavior that may constitute sexual harassment is encouraged to report such behavior to a supervisor, manager or director. Anyone who witnesses or becomes

aware of potential instances of sexual harassment should report such behavior to a supervisor, manager or director.

Reports of sexual harassment may be made verbally or in writing. A form for submission of a written complaint is attached to this Policy, and all employees are encouraged to use this complaint form. Employees who are reporting sexual harassment on behalf of other employees should use the complaint form and note that it is on another employee's behalf.

Employees, paid or unpaid interns or non-employees who believe they have been a target of sexual harassment may also seek assistance in other available forums, as explained below in the section on Legal Protections.

## **Supervisory Responsibilities**

All supervisors and managers who receive a complaint or information about suspected sexual harassment, observe what may be sexually harassing behavior or for any reason suspect that sexual harassment is occurring, **are required** to report such suspected sexual harassment to the director.

In addition to being subject to discipline if they engaged in sexually harassing conduct themselves, supervisors and managers will be subject to discipline for failing to report suspected sexual harassment or otherwise knowingly allowing sexual harassment to continue.

Supervisors and managers will also be subject to discipline for engaging in any retaliation.

## **Complaint and Investigation of Sexual Harassment**

**All** complaints or information about sexual harassment will be investigated, whether that information was reported in verbal or written form. Investigations will be conducted in a timely manner, and will be confidential to the extent possible.

An investigation of any complaint, information or knowledge of suspected sexual harassment will be prompt and thorough, commenced immediately and completed as soon as possible. The investigation will be kept confidential to the extent possible. All persons involved, including complainants, witnesses and alleged harassers will be accorded due process, as outlined below, to protect their rights to a fair and impartial investigation.

Any employee may be required to cooperate as needed in an investigation of suspected sexual harassment. Arts and Athletics will not tolerate retaliation against employees who file complaints, support another's complaint or participate in an investigation regarding a violation of this policy.

While the process may vary from case to case, investigations should be done in accordance with the following steps:

- Upon receipt of complaint, the director will conduct an immediate review of the allegations, and take any interim actions (e.g., instructing the respondent to refrain from communications with the complainant), as appropriate. If complaint is verbal, encourage the individual to complete the "Complaint Form" in writing. If he or she refuses, prepare a Complaint Form based on the verbal reporting.

- If documents, emails or phone records are relevant to the investigation, take steps to obtain and preserve them.
- Request and review all relevant documents, including all electronic communications.
- Interview all parties involved, including any relevant witnesses;
  - Create a written documentation of the investigation (such as a letter, memo or email), which contains the following:
    - o A list of all documents reviewed, along with a detailed summary of relevant documents;
    - o A list of names of those interviewed, along with a detailed summary of their statements;
    - o A timeline of events;
    - o A summary of prior relevant incidents, reported or unreported; and
    - o The basis for the decision and final resolution of the complaint, together with any corrective action(s).
- Keep the written documentation and associated documents in a secure and confidential location.
- Promptly notify the individual who reported and the individual(s) about whom the complaint was made of the final determination and implement any corrective actions identified in the written document.
- Inform the individual who reported of the right to file a complaint or charge externally as outlined in the next section.

## Legal Protections And External Remedies

Sexual harassment is not only prohibited by Arts and Athletics but is also prohibited by state, federal, and, where applicable, local law.

Aside from the internal process at Arts and Athletics, employees may also choose to pursue legal remedies with the following governmental entities. While a private attorney is not required to file a complaint with a governmental agency, you may seek the legal advice of an attorney.

In addition to those outlined below, employees in certain industries may have additional legal protections.

### State Human Rights Law (HRL)

The Human Rights Law (HRL), codified as N.Y. Executive Law, art. 15, § 290 et seq., applies to all employers in New York State with regard to sexual harassment, and protects employees, paid or unpaid interns and non-employees, regardless of immigration status. A complaint alleging violation of the Human Rights Law may be filed either with the Division of Human Rights (DHR) or in New York State Supreme Court.

Complaints with DHR may be filed any time **within one year** of the harassment. If an individual did not file at DHR, they can sue directly in state court under the HRL, **within three years** of the alleged

sexual harassment. An individual may not file with DHR if they have already filed a HRL complaint in state court.

Complaining internally to Arts and Athletics does not extend your time to file with DHR or in court. The one year or three years is counted from date of the most recent incident of harassment.

You do not need an attorney to file a complaint with DHR, and there is no cost to file with DHR.

DHR will investigate your complaint and determine whether there is probable cause to believe that sexual harassment has occurred. Probable cause cases are forwarded to a public hearing before an administrative law judge. If sexual harassment is found after a hearing, DHR has the power to award relief, which varies but may include requiring your employer to take action to stop the harassment, or redress the damage caused, including paying of monetary damages, attorney's fees and civil fines.

DHR's main office contact information is: NYS Division of Human Rights, One Fordham Plaza, Fourth Floor, Bronx, New York 10458. You may call (718) 741-8400 or visit: [www.dhr.ny.gov](http://www.dhr.ny.gov).

Contact DHR at (888) 392-3644 or visit [dhr.ny.gov/complaint](http://dhr.ny.gov/complaint) for more information about filing a complaint. The website has a complaint form that can be downloaded, filled out, notarized and mailed to DHR. The website also contains contact information for DHR's regional offices across New York.

### **Civil Rights Act of 1964**

United States Equal Employment Opportunity Commission (EEOC) enforces federal anti-discrimination laws, including Title VII of the 1964 federal Civil Rights Act (codified as 42 U.S.C. § 2000e et seq.). An individual can file a complaint with the EEOC anytime within 300 days from the harassment. There is no cost to file a complaint with the EEOC. The EEOC will investigate the complaint, and determine whether there is reasonable cause to believe that discrimination has occurred, at which point the EEOC will issue a Right to Sue letter permitting the individual to file a complaint in federal court.

The EEOC does not hold hearings or award relief, but may take other action including pursuing cases in federal court on behalf of complaining parties. Federal courts may award remedies if discrimination is found to have occurred. In general, private employers must have at least 15 employees to come within the jurisdiction of the EEOC.

An employee alleging discrimination at work can file a "Charge of Discrimination." The EEOC has district, area, and field offices where complaints can be filed. Contact the EEOC by calling 1-800-669-4000 (TTY: 1-800-669-6820), visiting their website at [www.eeoc.gov](http://www.eeoc.gov) or via email at [info@eeoc.gov](mailto:info@eeoc.gov).

If an individual filed an administrative complaint with DHR, DHR will file the complaint with the EEOC to preserve the right to proceed in federal court.

### **Local Protections**

Many localities enforce laws protecting individuals from sexual harassment and discrimination. An individual should contact the county, city or town in which they live to find out if such a law exists. For example, employees who work in New York City may file complaints of sexual harassment with

the New York City Commission on Human Rights. Contact their main office at Law Enforcement Bureau of the NYC Commission on Human Rights, 40 Rector Street, 10th Floor, New York, New York; call 311 or (212) 306-7450; or visit [www.nyc.gov/html/cchr/html/home/home.shtml](http://www.nyc.gov/html/cchr/html/home/home.shtml).

**Contact the Local Police Department**

If the harassment involves unwanted physical touching, coerced physical confinement or coerced sex acts, the conduct may constitute a crime. Contact the local police department.

**XXIV. ACKNOWLEDGEMENT OF RECEIPT OF EMPLOYEE HANDBOOK**

I acknowledge that the Handbook (including all Exhibits attached hereto) is intended to give me information about the main features of the employment policies, benefits, and certain other general information about the Company. I have read and fully understand the practice and policies set forth herein as well as in the exhibits attached hereto, including Appendix A, the New York State sample sexual harassment policy. I understand the Company, at its sole discretion without notice, can change these practices and policies at any time.

EMPLOYEE NAME (PRINT) : \_\_\_\_\_

EMPLOYEE SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

WITNESSED BY Arts and Athletics Inc: \_\_\_\_\_

DATE: \_\_\_\_\_