



890 BROADWAY  
FIFTH FLOOR  
NEW YORK, NY 10003  
TEL: 212 677 8560

280 BROADWAY  
ENTER 53A CHAMBERS  
NEW YORK, NY 10007  
TEL: 646 837 6809

# **GINA GIBNEY DANCE, INC. EMPLOYEE HANDBOOK**

**ISSUED JANUARY 2016  
UPDATED MARCH 2019**



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# INTRODUCTION

Welcome to Gibney! We are an innovative and dedicated non-profit organization that promotes our cultural arts **centers**, our dance **company** and our commitment to **community** action, including our work with survivors of domestic violence. We are thrilled to have you working with us in pursuit of our mission, based on our three pillars of "center, company and community." Whether you are a new or existing employee, this current edition of our Employee Handbook ("**Handbook**") describes certain policies that guide your employment at Gibney. This Handbook revises, supersedes and revokes all prior editions of our handbook, as well as any prior memo, bulletin, policy or procedure, on any subject discussed in this Handbook. This Handbook and the policies contained within it are effective as of January 2016 and updated **March 2019** and are not retroactive.

Our employment policies are not etched in stone. We reserve the right to modify, revoke, suspend, terminate or change them, in whole or in part, at any time, with or without notice. We have updated prior handbooks as we have grown, and will likely revise this Handbook as we encounter new challenges and as policies evolve. Of course, if any of our policies conflicts with governing state or federal law, the law will prevail, and if any of them conflicts with Gibney Employee Benefits Plan documents, the Plan documents control.

This Handbook does not constitute an "employment contract" granting you a right of ongoing employment. Unless you have a written employment agreement providing a specific period of employment, you are an employee "at will." However, you are required, as a condition of your employment, to abide by the policies contained in this Handbook, to the extent they remain in place and do not conflict with applicable laws or Benefits Plan documents.

Because no handbook can fully anticipate every situation, we will interpret and apply our employment policies based on the relevant facts and circumstances of each case. In doing so, we will seek to take into account your interests, our interests, our customers' interests, and the interests of the communities we serve.

If you have questions please contact our Human Resources ("**HR**") team:

**HR Staff Liaisons:** Serve as a sounding board for staff to present issues having to do with the workplace. Upon request from staff members, the HR Staff Liaisons meet with staff to listen to concerns, take notes, submit non-confidential reports to HR files, and follow up as requested or as necessary. The HR Staff Liaisons are expected to honor staff requests with discretion and will share information only with those who have a need to know and/or whose input is necessary to resolve any such requests. The HR Staff Liaisons also participate in staff onboarding and exit interviews.



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**HR Manager:** Administers our payroll, insurance, and benefits issues.

**CEO and Artistic Director:** Resolves major employee disputes, significant questions about our employment policies and other issues not resolved by our HR team.

**HR Board of Directors Liaisons:** Assist as needed with major employment issues, including harassment, violence and discrimination issues.

### **MISSION**

Gibney's mission is to tap into the vast potential of movement, creativity, and performance to effect social change and personal transformation.

### **VISION**

Gibney's vision is to deploy resources and bring together disparate communities to ignite a cultural renaissance that has ripple effects far beyond the studio and stage.

### **VALUES**

Gibney embodies ...

Respect – *we are inclusive, courteous, and thoughtful*

Advocacy – *we are supportive, principled, and catalytic*

Responsibility – *we are collaborative, responsive, professional and empowering*

Action – *we are resourceful, proactive, and entrepreneurial*

The values are intrinsic to Gibney and guide how we work together and interact with our core audiences.



# BASIC EMPLOYMENT PRINCIPLES

## **AT-WILL DISCLAIMER**

Unless you have a written employment agreement setting forth a specific period of employment, you are an employee "at-will." This means that either you or we may terminate your employment at any time, for any reason, with or without cause, and with or without advance notice. Nearly every one of our employees is an employee "at will." Although this Handbook sets forth certain policies that apply to your employment, it does not change your "at will" employment status.

Any references in this Handbook to termination for specific reasons, such as sexual harassment, excessive absenteeism or lateness are merely examples of activities that could lead to your termination (in such instances, with cause). However, these examples do not alter the "at-will" nature of your employment or confer any contractual rights to continued employment with us.

All employment offers, including offers of employment at-will and written employment agreements, must be made or approved by the CEO & Artistic Director. No one other than our CEO & Artistic Director has any authority to enter into any agreement of employment with you for any specified period of time. Any such agreement, if made, would not be enforceable unless it were in writing and signed by you and by the CEO & Artistic Director. We disavow any contrary oral or written statements, and you cannot rely upon them.

## **EMPLOYMENT ELIGIBILITY VERIFICATION**

If you are a newly hired employee, federal regulations require that you (1) complete Part I of Federal Form I-9, Employment Eligibility Verification Form; and (2) provide documentation that demonstrates your identity and authorization to work in the United States. Both of these requisites must be completed within **3 business days** following your date of hire.

## **OPEN DOOR POLICY**

We strive to maintain a collegial workplace based on mutual trust and respect. Yet, misunderstandings or conflicts can still arise, and it is important that such matters be resolved before serious problems develop. Many incidents will resolve themselves naturally; however, if a situation arises or persists that you believe is detrimental to you, another employee, our organization, our customers or the communities that we serve, you are



encouraged to discuss the matter with your Supervisor or with a member of our HR team. These individuals will try to help in resolving the problem.

### **EQUAL EMPLOYMENT OPPORTUNITY**

We are an equal opportunity employer. We do not unlawfully discriminate on the basis of race, color, religion, sex (including pregnancy, childbirth, or related medical conditions), national origin, ancestry, age, physical or mental disability, legally protected medical condition, family care status, veteran status, marital status, sexual orientation, gender identity, genetic information or any other basis protected by local, state or federal laws.

This policy applies to all areas of employment including recruitment, hiring, training, promotion, compensation, benefits, transfer, and social and recreational programs. If you have any questions regarding this policy, please discuss them with the HR Staff Liaison or the CEO & Artistic Director.

### **INVITATION TO SELF-IDENTIFY**

We try to make reasonable accommodations for qualified individuals with known disabilities unless doing so would result in an undue hardship to our organization or the communities we serve. If you have a physical or mental impairment that substantially limits a major life activity and you believe that you require an accommodation to perform the essential duties of your position, you are invited, but not required, to discuss the matter with the Human Resources Staff Liaison. This Policy governs all aspects of employment, including selection, job assignment, compensation, promotion, discipline, termination and access to benefits and training.

### **OUTSIDE EMPLOYMENT**

For a variety of important business reasons, we must be aware of any concurrent employment or consulting arrangement that you may have, so that we, in turn, determine whether or not it presents an actual or potential conflict of interest for you or our organization.

Serving on any public or governmental board or commission qualifies as employment for purposes of this Policy, even if you are not compensated for such service. Before you begin or continue outside employment or consulting, you must obtain the written approval of each of 1) your Supervisor, 2) the HR Staff Liaison, and 3) the CEO & Artistic Director. Failing to do so may lead to disciplinary action, up to and including termination with cause. You are also prohibited from having outside employment during any period of leave from employment, including family leave or Workers' Compensation leave.

### **RESIGNATION OR TERMINATION OF EMPLOYMENT**

If you plan to resign from your employment position with us, we ask that you give us written notice at least two weeks in advance of your termination date. If you resign, you will likely not be eligible to receive New York unemployment benefits relating to your employment with us.



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Following your resignation or other termination of your employment, you will be paid, in the next regularly issued payroll, your earned but unpaid wages. However, we do not pay unused but accrued Vacation Leave or Sick Leave.

On or before your last day of employment, you must meet with your Supervisor and HR Liaison to participate in an "exit interview." At that time, if you have not done so already, you must deliver to your Supervisor (and not retain any copies of, recreate, deliver to anyone else or use) any and all confidential information, records, reports, handbooks, software, passwords, keys, entry cards, identification cards, Gibney-provided credit cards, computers and other equipment, data (including digital data on Gibney-provided computers) and any other documents or property furnished by us or prepared by you in whole or in part in connection with your employment with us. You must also deliver such materials to your Supervisor if requested to do so during the course of your employment.

As a condition of your employment, you authorize us, as your employer, to the extent allowable under applicable law, to deduct from your final paycheck any money owed to us because of advances (including leave), or any failure on your part to return equipment belonging to us (see Acknowledgment of Receipt at page 35, below).





# EMPLOYMENT NUTS AND BOLTS

## CLASSIFICATION OF EMPLOYMENT

**Regular, full-time employees** are scheduled to work at least 30 hours per workweek, and enjoy a variety of Employee Benefits, including Vacation Leave, Sick Leave and Holiday Leave.

**Regular, part-time employees** usually work less than 30 hours per workweek. They are eligible for Sick Leave, but not for other Employee Benefits, including Vacation Leave and Holiday Leave.

**Temporary employees** are employed to work for a temporary period and not eligible to receive Employee Benefits, including Vacation Leave, Sick Leave, Holiday Leave and other benefits.

**Casual or "As Needed" employees** are hourly employees engaged on a casual or "as needed" basis to perform temporary or non-regular work. (For example, a box office associate is required only when Gibney is presenting a performance in one of our theaters.) Gibney relies on these employees to be available for work when and as scheduled. Due to the nature of the work, casual employees must be scheduled based on Gibney's needs. Gibney cannot make special scheduling accommodations or guarantee regular work to casual employees. Casual or "As Needed" employees are not eligible to receive Employee Benefits, including Vacation Leave, Sick Leave, Holiday Leave and other benefits.

Employees hired by a **staffing agency** to work with us are not our employees but rather are employed by the staffing agency and are not entitled to receive any Gibney benefits. Likewise, a contractor is not an employee of Gibney and does not receive benefits.

## NON-EXEMPT AND EXEMPT EMPLOYEES; TIMESHEETS; OVERTIME

Our employment policies are designed to comply with the Fair Labor Standards Act ("**FLSA**") and other applicable state and local laws. We will inform you of your status as an exempt or non-exempt employee.

**Exempt Employees.** Generally speaking, individuals employed in professional (including creative professionals), executive, management, and certain other administrative positions are "exempt" from the provisions of the FLSA. **Exempt employees are not limited to a 40-hour workweek, are not paid overtime wages, and are not subject to certain policies that apply to non-exempt employees.**



**Non-exempt Employees.** All employees who are not “exempt” are considered “non-exempt,” and may be entitled to receive overtime pay. If you are non-exempt you must submit an employee timesheet for all hours worked in each pay period, and meet the timesheet deadlines set by your Supervisor. Falsification of timesheets may result in disciplinary action, including termination.

A non-exempt, full-time employee may not work more than 40 hours in a workweek without a specific request and **pre-authorization from your Supervisor**. A non-exempt, part-time employee may not work more than your regularly scheduled number of hours in a workweek without a specific request **and pre-authorization from your Supervisor**. Whether you are a non-exempt full-time or part-time employee, if your Supervisor authorizes you in advance to work overtime hours, you will be paid at your regular hourly rate pay for work performed up to 40 hours in a workweek, and will be paid at a rate of 1.5 times that hourly rate for hours worked over 40 hours in the same workweek. Failure to obtain advance authorization for overtime and failure to record all hours worked may result in disciplinary action.

Gibney does not offer “comp time,” i.e., time off in exchange for extra hours worked. Non-exempt employees are paid overtime for extra hours worked, as outlined in the overtime section. Exempt employees are not paid overtime and are expected to put in the hours necessary to complete their work without accruing additional time off.

## **WORK AND PAYDAY SCHEDULE**

We pay our employees twice each month. Our pay periods start on the 1<sup>st</sup> and the 16<sup>th</sup> day of each month, and we pay our employees 3 business days after the end of the pay period.

For payroll purposes, our workweek begins at 12:01 a.m. Monday and ends at 12:00 midnight Sunday. Core work hours are from 10:00 a.m. to 6:00 p.m. daily. A normal workweek for non-exempt, full-time employees totals 40 hours scheduled on 5 consecutive days, Monday through Friday.

Management sets your work schedule. You should discuss with your Supervisor a consistent start time for your routine workday and notify your Supervisor in advance when schedule changes are needed. However, management may be required to make a schedule change due to special circumstances that would take priority over individual schedules.

Certain departments may require that work schedules deviate from the 10am-6pm “standard” in order to accommodate activities and workflow. These variations may only be made to accommodate workflow, and must be approved in advance by your Supervisor. Non-exempt employees are prohibited from working on sick days or “remotely” without advanced written permission from their Supervisor and must account for all time worked. You may not revise your work schedule without advance, written permission from your Supervisor.



You may only work "remotely," if at all, in rare instances, and with **24-hour advance written approval** from your Supervisor and the CEO & Artistic Director.

A normal workday totals 8 work hours, including a **paid** 30-minute lunch period for **non-exempt, full-time employees**. You may not adjust your lunch period in order to shorten your workday. **Non-exempt, part-time employees** are entitled to a 30-minute **unpaid** lunch break between 11:00 a.m. and 2:00 p.m. for shifts 6 hours or longer extending over that period, and to a 45-minute unpaid meal break at the time midway between the beginning and end of your shift for all shifts of more than 6 hours starting between 1:00 p.m. and 6:00 a.m. **Exempt employees** are expected to manage their lunch and meal needs within the context of their work schedule.

If you are breastfeeding, you are entitled to a reasonable amount of break time to express breast milk.

### **ABSENCE OR LATENESS**

We expect each of our employees to make a valuable contribution to our operations, and to report to work as scheduled and on time. Because excessive absenteeism, tardiness or early departure unfairly burdens your co-workers and jeopardizes our operations, such conduct may lead to disciplinary action, including termination.

Generally, you must obtain your Supervisor's **prior** approval for an absence. If you cannot report to work or arrive on time due to unexpected emergency, illness or pressing personal business you must contact your Supervisor or the HR Staff Liaison immediately. If you are absent because of illness, your Supervisor may request that, before returning to work, you submit written documentation from your doctor confirming that you could not work due to medical reasons and/or that you are able to resume normal work duties. If you are absent from work for **3 consecutive days or more**, you must, upon your return, provide your Supervisor with a written statement signed by your attending healthcare provider, indicating that you are able to return to work. If you do not report to work for **3 consecutive working days** without notifying your Supervisor or the HR Staff Liaison, we may consider you to have voluntarily resigned from your position.

### **OFFICE CLOSINGS DUE TO INCLEMENT WEATHER**

Generally, we will remain open unless weather is severe, in which case our senior management will determine whether to close. We will relay to you by phone or email any decision to close. All full-time employees will be paid for time off when our offices have a weather-related closure. Part-time and temporary employees will only be paid if normally scheduled to work that day and only for those hours that the employee would normally have worked.



## **RELIGIOUS ACCOMMODATIONS**

In general, we will make good faith efforts to provide a reasonable accommodation of your sincerely held religious belief, unless we believe that such an accommodation would create an undue hardship or would be contrary to our commitment to diversity and inclusiveness.

## **DRESS CODE POLICY**

Gibney's Dress Code Policy is designed to reinforce our organizational values of professionalism and respect, while also celebrating our creative environment. We define professionalism as the ability to be accessible to our clients and to be proactive to their needs.

During typical working hours, and in Gibney's administrative and public spaces, employees are expected to dress in business casual attire with an artistic flare, which is defined as a style of clothing that is less formal than traditional business wear, but is still intended to give a professional and businesslike impression. Examples of business casual attire at Gibney would include slacks or khaki pants, dress shirt or blouse, open-collar or polo shirt, a dress, culottes or skirt at close to knee-length, blazer, knit shirt or sweater, and loafers or shoes that cover all or most of the foot. This policy is not applicable to Gibney's Artistic Associates.

During work hours when Gibney is hosting guests such as Board Members, funders, and elected officials (known as "Code Green" days), formal business attire is required. Employees will be notified in writing at least 24 hours in advance regarding Code Green requirements.

## **SUMMER ATTIRE**

Summer attire is acceptable from Memorial Day through Labor Day, with the following limitations:

- Bermuda shorts (i.e. shorts that are close to knee-length) are permitted, however they must be in materials and styles appropriate to the workplace and should not be paired with t-shirts, graphic tees or tank tops. Jean shorts are not permitted.
- Summer Attire shall not be permissible on Code Green days.

## **UNSUITABLE CLOTHING**

Gibney defines "unsuitable clothing" as dress/attire that might create barriers to communication, or that might belong in a recreational or athletic setting.

- Dance clothes; recreational or athletic attire or headwear such as baseball caps, ski caps, hoods, or beanies
- Clothing that is excessively torn, ripped, or frayed
- Clothing with inappropriate exposure
- Clothing with offensive slogans, derogatory words, or pictures, e.g., profanity, offensive gestures, suggestive cartoons
- Graphic tees or casual tank tops



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## DRESS CODE ENFORCEMENT

The Gibney Dress Code will be consistently enforced at all staff levels. Supervisors have the authority to enforce the dress code policy for those staff members reporting to them. While inadvertent or initial violations may warrant just a simple written reminder to the employee, more flagrant violations may result in sending the employee home to change, or requiring them to take a day off without pay.

As with any policy, repeated violations may result in disciplinary action, up to and including termination.

Gibney's policy has been designed with attention to Title VII of the Civil Rights Act of 1964 which prohibits employer discrimination based on gender, race or religion. There are no provisions in the Gibney dress code that make a distinction between men and women or affect religious dress. Employees can request exemptions or religious accommodations.



# BENEFITS, HOLIDAYS, AND LEAVES OF ABSENCE

## BENEFITS

We offer our **regular full-time employees** the opportunity to participate in Benefits Plans made available by us from time to time, in our sole discretion. The benefits and eligibility requirements of such plans are set forth in the applicable Plan documents.

## VACATION LEAVE

**Only full-time employees** may enjoy Vacation Leave, which must be recorded in timesheets for attendance and payroll purposes. All Vacation Leave must also be submitted for appropriate management approval, in **advance**.

Vacation Leave will be provided to full-time employees who work a regular workweek of 40 or more hours, based on the following schedule:

### YEARS OF SERVICE

### VACATION DAYS ACCRUED

|  |                   |
|--|-------------------|
| First - Second Calendar Year                     | 2 Weeks (10 days) |
| Third through Fifth Calendar Year                | 4 Weeks (20 days) |
| Sixth through Fourteenth Calendar Year           | 5 Weeks (25 days) |
| Fifteenth through 24 <sup>th</sup> Calendar Year | 6 Weeks (30 days) |
| 25 <sup>th</sup> Calendar Year and beyond        | 7 Weeks (35 days) |

Vacation Leave will be prorated based on a 40-hour workweek for regular, full-time employees scheduled to work less than 40 hours per week. You may not carry over unused vacation from year-to-year. However, employees whose duties and responsibilities prevent them from taking vacation in the year it is accrued may be permitted, at our sole discretion, to carry over vacation time to the next year. We do not pay out accrued but unused Vacation Leave upon termination of employment. If you are a full time employee without sufficient available Vacation Leave for a planned vacation, your Supervisor may approve your taking **unpaid leave** in combination with paid Vacation Leave. You may also combine Vacation Leave with Floating Holidays (see Holiday Leave Policy at the next page), with **two weeks advance approval** from your Supervisor.



If you are a non-exempt full-time employee, we count your Vacation Leave as time worked in calculating overtime.

**HOLIDAY LEAVE**

We observe 8 holidays each calendar year for which regular full-time employees are offered Holiday Pay. Generally, these holidays are:

- |                        |                            |
|------------------------|----------------------------|
| New Year’s Day         | Labor Day                  |
| Martin Luther King Day | Thanksgiving Day           |
| Memorial Day           | Day after Thanksgiving Day |
| Independence Day       | Christmas Day              |

When a holiday falls on Saturday, it will be observed the day before, on Friday; when a holiday falls on a Sunday, it will be observed the day after, on Monday.

In addition, full-time exempt and non-exempt employees receive an additional three (3) “Floating Holidays” which can be used to observe a government or religious holiday, with **two weeks advance approval** from your Supervisor.

If you are a non-exempt **full-time employee** who is required to work on an Observed Holiday, you will receive Overtime Pay for the hours actually worked on the Holiday. If you are a non-exempt employee not required to work the Holiday, your paid Holiday Leave will be considered time worked for overtime purposes (refer to Overtime Pay Policy).

We do not offer Holiday Pay to our part-time and temporary employees.

**UNPAID TIME OFF REQUESTS FOR PART-TIME EMPLOYEES**

While Gibney strives to be flexible with all our staff, part-time employees are expected to be available for work on a consistent basis. Part-time employees are defined as those hourly or salaried employees who work less than an average of 30 hours per week. As a courtesy, part-time employees who have been employed for at least two (2) consecutive months are eligible for unpaid leave to support career-related professional development activities.

Requests for unpaid time off by part-time employees must be made to your supervisor in writing with as much notice as possible but at a minimum of two weeks’ notice. Part-time employees may request up to one week of unpaid leave for every two (2) consecutive months worked.

Although Gibney will attempt to accommodate a timely request, we cannot guarantee that such a request will be granted on all occasions. Requests will be reviewed based on a number of factors, including business needs and staffing requirements. In case of a conflict between two requests, we will generally use length of service with the organization and time of the



year as baselines for determination, although certain exceptions may apply in a particular case. An employee's ability to take time off under this policy is subject to the following requirements:

- Part-time employees must obtain the prior approval of their immediate supervisor before taking the requested unpaid time off.
- Part-time employees must ensure that they are meeting all work obligations, including any deadlines in preparation for the leave.
- In certain circumstances, an outline of work might be requested to help with departmental needs during the leave.

After the leave, best efforts will be made for reinstatement to the same position, or at the organization's discretion, a similar position in a different department provided that the part-time employee returns to work immediately following the leave. However, if the unpaid leave of absence is longer than one (1) month, there will be a mutual understanding that the part-time employee will be rehired at the end of that period only if work is available. In such a case, if no work is available when the period expires, the employment will have been voluntarily terminated as of the time the part-time employee first left.

This policy does not affect leaves of absence governed by Federal, State and City law, including, but not limited to, the Americans with Disabilities Act (ADA) the Family and Medical Leave Act, The New York State Paid Family Leave Act and the New York City Sick Leave Act.

## **SICK LEAVE**

Certain of our full-time and part-time employees may accrue Sick Leave. Sick Leave must be accrued before being used and cannot be taken in advance.

A full-time or part-time employee employed for more than 80 hours in the calendar year accrues 1 hour of Sick Leave for each 30 hours worked, up to a maximum of 40 hours. Up to 40 hours of accrued but unused Sick Leave will roll over to the next year. We do not pay out accrued but unused Sick Leave upon termination of employment.

Sick Leave may only be used for the following reasons:

- Personal illness or injury
- Serious illness of an immediate family member (defined as your spouse, children, parents or domestic partner and their children)
- To care for your sick child
- Essential medical/dental appointments that cannot be scheduled during non-work hours (time can be made up as long as it's the same day)
- To supplement Short-Term Disability benefits





If you do not have enough accrued Sick Leave, and available Vacation Leave or Floating Holidays, management may approve your request for unpaid leave.

You must record Sick Leave on your timesheets in hourly increments. An absence for an entire scheduled workday equals 8 hours of Sick Leave for time reporting purposes. If you take Sick Leave, we reserve the right, at any time, to require medical verification that your absence was due to an illness or accident, regardless of its duration.

If you are on eligible Sick Leave, you will receive your full base salary or hourly rate (exclusive of overtime pay and any other supplemental compensation), less normal payroll deductions. Sick Leave benefits are integrated with any governmental disability benefits received, such as Workers' Compensation, and are subject to federal, state, and FICA taxes. Sick Leave will not be considered "time worked" for overtime purposes.

When you are sick and out of the office, we want you to focus on regaining your health. In any event, sick days taken away from the office must be recorded as sick days, regardless of whether business is conducted.

#### **JURY DUTY AND OTHER COURT LEAVE**

Unless you are a temporary employee, you will receive your normal pay for your scheduled work hours for time missed due to jury duty or witness duty, less any net compensation you receive for fulfilling such duties. Rather than our deducting from your pay any jury or witness fees that you receive, you must reimburse us for any such fees received by you, net of your expenses. We may reschedule your work assignments or work hours in order to avoid or minimize any conflict with your jury or witness duties. If you are excused from jury duty or a court appearance, you must return to work for the remainder of the day.

You will not be paid for time off, however, if you miss work because you appeared as a plaintiff or defendant in a legal proceeding, or as a non-subpoenaed witness. Rather, you should utilize Vacation Leave or unpaid leave.

Temporary employees may take jury or other court-related duty without pay.

#### **BEREAVEMENT LEAVE**

You will normally receive paid leave for up to 3 regularly scheduled workdays that you miss due to the death of an immediate family member, meaning: your spouse, children, domestic partner and their children, grandchildren, siblings, parents/guardians and grandparents; spouse's parents/guardians and grandparents; and step-children, step-siblings and step-parents.

If you learn about such a death during your workday, you may, of course, also be excused with pay for the remainder of that day. We may, in our discretion, also grant you an additional day of paid Bereavement Leave where extensive travel is required. If you require additional time off to handle family responsibilities related to the death of an immediate family member, or



wish to attend the funeral of a person who is not an immediate family member, you may use Vacation Leave with approval from your Supervisor.

### **DISABILITY LEAVE**

If you are temporarily disabled due to maternity or some other medical condition, you will receive up to 3 weeks of salary at half pay, which can be supplemented by Vacation and Sick Leave, not to exceed a total of 15 days.

### **FAMILY AND MEDICAL LEAVE**

We grant periods of unpaid leave to employees requesting time off for family or medical reasons, in accordance with the Family and Medical Leave Act of 1993 ("FMLA"). If you wish to request such Leave, please consult with our HR Staff Liaison about the eligibility criteria or visit <http://www.dol.gov/whd/fmla/>.

### **MILITARY LEAVE**

We will grant employees a military leave of absence to the extent required by applicable federal and state law. For more information, please visit: [http://www.dol.gov/vets/programs/userra/USERRA\\_PRIVATE.pdf](http://www.dol.gov/vets/programs/userra/USERRA_PRIVATE.pdf)

### **PAID FAMILY LEAVE**

New York's Paid Family Leave provides job-protected, paid time off so you can:

- **Bond** with a newly born, adopted or fostered child;
- **Care** for a close relative with a serious health condition; or
- **Assist** with family situations when a family member is deployed abroad on active military service.

You can continue your health insurance while on leave and are guaranteed the same or comparable job after your leave ends. If you contribute to the cost of your health insurance, you must continue to pay your portion of the premium cost while on Paid Family Leave.

### **Benefits – Time**

Paid Family Leave benefits phase in over four years. Eligible employees can take Paid Family Leave for up to eight weeks in 2018, with coverage increasing to 10 weeks in 2019 and 2020, and 12 weeks in 2021. Leave can be taken either all at once or in full-day increments. You may take the maximum time-off benefit in any given 52-week period.

### **Benefits – Pay**

Paid Family Leave pay benefits also phase in over four years. Benefits are a percentage of your average weekly wage, capped at that same percentage of the New York State Average Weekly Wage, as calculated annually by New York State's Department of Labor. These benefits are 50% of your average weekly wage for 2018, 55% in 2019, 60% in 2020, and 67% in 2021.



**EXAMPLE 1:** An employee who earns \$1,000 a week in 2018 would receive a benefit of \$500 a week (50% of \$1,000). In 2019, that employee would receive a benefit of \$550 a week (55% of \$1000).

**EXAMPLE 2:** An employee who earns \$2,000 a week in 2018 would receive a benefit of \$652.96. This employee's benefit is capped at 50% of New York State's Average Weekly Wage – currently \$1,305.92. Half of that amount is \$652.96.

### **Eligibility**

All eligible employees are entitled to participate in Paid Family Leave.

- Full-time employees: Employees who work a regular schedule of 20 or more hours per week are eligible after 26 consecutive weeks of employment.
- Part-time employees: Employees who work a regular schedule of less than 20 hours per week are eligible after working 175 days, which do not need to be consecutive.

Employees are eligible regardless of citizenship and/or immigration status.

### **Qualifying Events**

**New Child:** You can take Paid Family Leave during the first 12 months following the birth, adoption, or fostering of a child. Expectant mothers cannot take Paid Family Leave for their own pregnancy. Paid Family Leave for the birth of a child begins after the birth. It is not available for pre-natal conditions.

**Serious Illness:** You can take Paid Family leave to care for a close relative with a serious health condition. These relatives can live outside of New York State and even outside the country. You cannot take Paid Family Leave for your own health condition.

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves: Inpatient care in a hospital, hospice, or residential health care facility, or Continuing treatment or continuing supervision by a health care provider.

A close relative includes:

- Spouse
- Domestic partner
- Child and stepchild
- Parent and stepparent
- Parent-in-law
- Grandparent
- Grandchild

**Military Active Service Deployment:** You can take Paid Family Leave to assist with family situations arising when your spouse, domestic partner, child, or parent is deployed abroad on active military



service or has been notified of an impending military deployment abroad. You cannot use Paid Family Leave for your own qualifying military event.

### **Your Rights and Protections**

- You have job protection, ensuring you can return to the same job (or a comparable one) when you return from Paid Family Leave.
- You can keep your health insurance while on leave. If you contribute to the cost of your health insurance, you must continue to pay your portion of the premium cost while on leave.
- Your employer is prohibited from discriminating or retaliating against you for requesting or taking Paid Family Leave.
- You do not have to take all of your sick and/or vacation time before using Paid Family Leave.

### **Taking Paid Family Leave**

Notify your employer. When you want to take Paid Family Leave, you must notify your employer at least 30 days before your leave will start if it's foreseeable. Otherwise, notify your employer as soon as possible.

- Obtain required forms. Contact your employer, employer's insurance carrier, or visit [ny.gov/PaidFamilyLeave](http://ny.gov/PaidFamilyLeave) to obtain the required forms.
- Complete and submit forms. Fill out the Request For Paid Family Leave (Form PFL-1) following the instructions on the cover sheet, and submit it to your employer. Your employer must fill out their section of the form and return it to you within three business days. If your employer fails to respond, you may proceed to the next step below and submit all materials directly to your employer's Paid Family Leave insurance carrier.
- Obtain and attach supporting documentation. The specific documentation or additional forms required for each type of leave are described on the request for Paid Family Leave and at [ny.gov/PaidFamilyLeaveApply](http://ny.gov/PaidFamilyLeaveApply).
- Submit your request forms and supporting documentation. Submit to your employer's Paid Family Leave insurance carrier. You can submit your claim before or within 30 days after the start of your leave. The insurance carrier must pay or deny your request within 18 calendar days of receiving your completed forms.

### **Relationship between NYS Paid Family Leave (PFL), the federal Family and Medical Leave Act (FMLA), Short-term Disability and Workers' Compensation**

Paid Family Leave can be taken by employees who are eligible for time off under the provisions of the FMLA. PFL will run concurrently with designated FMLA leave when the reason for leave qualifies under both PFL and FMLA. Eligible employees must then apply for both PFL and FMLA. You may not receive short-term disability and Paid Family Leave benefits at the same time. You may not take more than 26 combined weeks of short-term disability and Paid Family Leave in a 52-week period. If you are unable to work and qualify for Workers' Compensation Benefits, you may not use Paid Family Leave benefits at the same time as you are receiving Workers' Compensation benefits. If you



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FIFTH FLOOR  
NEW YORK, NY 10003  
TEL: 212 677 8560

280 BROADWAY  
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NEW YORK, NY 10007  
TEL: 646 837 6809

are receiving reduced earnings, you may be eligible for Paid Family Leave. Please check with human resources.

- Employees may/may not supplement PFL with accrued time in order to receive full pay during their absence.
- Employees may/may not use accrued time with PFL benefits in order to receive full pay during their absence.
- While on PFL, employees will/will not continue to accrue sick or vacation time.
- Company policy allows only one employee at a time to receive PFL to bond with the same child or care for the same family member.



# PERSONNEL RECORDS AND PERFORMANCE MANAGEMENT

## PERSONNEL RECORDS

The information contained in your personnel file is permanent and confidential, and must be kept current. Upon your joining us, you should have completed a Personal Information Form. Please update that form with the HR Staff Liaison promptly whenever there are changes in your personal data, such as your address, telephone number, marital status, number of dependents, and emergency contacts.

Your personnel file constitutes our property and may not be removed from our premises without written authorization from the HR Staff Liaison or CEO & Artistic Director. However, you may inspect your personnel file at reasonable times, on reasonable notice and in the presence of a designated HR representative. You may also request copies of all employment-related documents that you have signed.

We will not externally disclose information contained in your personnel file without your prior written permission, except for the following:

- Verification of dates of employment and job title(s) when requested by your prospective employer; and
- Personal information that we are legally required to reveal by court order or subpoena, but only following our providing advance notice to you, if reasonably possible.

## EMPLOYMENT REFERENCES

Our HR staff must handle any request for an employment reference. If you receive such a request for a fellow employee, you must forward that request to our HR Staff Liaison. We will solicit your input if the employee has authorized us to provide information about his or her performance, and may authorize you to respond directly. Do not do so without prior approval from our HR Staff Liaison.

Normally, we respond to requests for employment references by providing only your dates of employment and current or last job title. However, we can provide additional job-related information (i.e., salary/job history, performance, attendance, etc.), if you completed and submitted to HR a "Reference Release" form authorizing us to do so.



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## **PERFORMANCE MANAGEMENT**

In an effort to heighten your job performance and satisfaction, we encourage your Supervisor to provide regular feedback and to engage you in ongoing discussions about your goals, objectives and performance. Your Supervisor, under the direction of the CEO & Artistic Director, will provide a written performance review at least once annually. We encourage you to participate actively in this overall process, but also to accept responsibility for your performance and to receive feedback professionally. In the event you and we differ over your performance, our decisions about your performance are final and binding.



# STANDARDS OF CONDUCT

## **BUSINESS ETHICS**

As a non-profit organization, we especially value effective, efficient, honest, cooperative, loyal, collegial, productive, dedicated and trustworthy employees. We comply with applicable laws and regulations, and fully expect our directors, officers, employees, interns and volunteers to honor the letter and spirit of the law. We cannot tolerate conduct that is illegal, unethical, or inappropriate, or that otherwise discredits Gibney before our customers, funders or the communities we serve. Any employee who acts in a manner inconsistent with these fundamental principles is subject to discipline, including suspension, probation or immediate termination.

The following are some examples of unacceptable behavior that may lead to your immediate termination: falsifying or altering financial or other records, including your employment application; insubordination; neglect of your duties; sexual harassment or conduct disrespectful to your colleagues or our customers; breach of your confidentiality obligations; breach of the privacy concerns of domestic violence survivors; destruction of our property and equipment; serious deviations from our rules and procedures (including those involving security or safety), and other conduct that significantly interferes with the efficient pursuit of our organization's mission. These non-exhaustive examples do not limit or change your "at-will" employment status.

With these principles in mind, your actions should be guided by sound judgment, high ethics and respect for your colleagues and the communities we serve. If you have difficulty in determining the proper course of action at any time, please seek the guidance of your Supervisor, our HR Staff Liaison, our CEO & Artistic Director, and, if necessary, the HR Board of Directors Liaison.

## **CONFIDENTIALITY POLICY**

In general terms, New York law imposes on all employees a duty of loyalty, which includes, among other obligations, a duty to preserve the secrecy of confidential and proprietary information disclosed to you in connection with your employment and to use such information only on behalf of the employer who disclosed the information to you. This is an ongoing duty that continues after you accept and begin new employment. In accepting and continuing your employment with us, you must not improperly disclose or use any protectable confidential information, including trade secrets, belonging to your former employer(s). Without limiting this obligation, you should not bring with you to Gibney, or disclose to us, confidential documents or information acquired from your former employer(s). We do not want them.

Likewise, the law imposes upon you a continuing obligation to protect the secrecy of our confidential information, including trade secrets, to which you gain access as our employee.





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We also require that you and each of our employees sign, as a condition of employment, a "Confidentiality And Intellectual Property Agreement." This Agreement addresses your confidentiality obligations, as well as your use of other intellectual property rights belonging to us or others. A copy of the current form of this Agreement is attached hereto as Appendix A.

The term "**Confidential Information**" is defined in your Confidentiality And Intellectual Property Agreement, and you should review that Agreement and its definitions carefully. Generally, "Confidential Information" includes confidential, proprietary or other non-public information concerning the business affairs, fundraising and operations of Gibney, including technical, financial, and personnel information; the identities of our customers (including our customer lists and database) and of actual or prospective funders (unless publicly announced); marketing plans; the existence and terms of our contracts and agreements; the location of domestic violence shelters; the identities of domestic violence survivors; budgets and strategic business plans; and other sensitive private or valuable information entrusted to us by our customers, partners, contractors or others. In general terms, Confidential Information that has competitive value is called a "**Trade Secret.**"

You may use such Confidential Information, including Trade Secrets, only for purposes of your employment with us, and shall not disclose it to unauthorized persons inside or outside our organization. You may only disclose Confidential Information, including Trade Secrets, within the organization on a "need to know" basis. You may not disclose Confidential Information, including Trade Secrets, outside the organization unless management has authorized you to do so, and the person receiving such Confidential Information has entered into an appropriate confidentiality or non-disclosure agreement with us. You may not attempt to obtain access to Confidential Information, including Trade Secrets, that is not needed in order to perform your employment duties or that you are not authorized to receive.

Each of our employees is responsible for taking reasonable steps to preserve the secrecy of Confidential Information, including Trade Secrets. These steps include, but are not limited to, storing confidential or sensitive information in locked desks and cabinets, labeling paper or electronic folders or files as containing "confidential" information, labeling "confidential" emails, sharing confidential information strictly on a need-to-know basis, maintaining the secrecy of your computer "password," accompanying visitors who may tour our premises, and turning off your computer at the end of the work day.

#### **OTHER INTELLECTUAL PROPERTY RIGHTS**

At Gibney, we deal regularly with valuable intellectual property rights belonging or licensed to us and/or belonging or licensed to the artists whose work is displayed or performed in our arts centers. During the course of your employment with us, you may also create or participate in creating, on our behalf, works that are entitled to copyright and other legal protection, including, without limitation, choreographed dance performances or photographs



(enjoying copyright protection), or names, marks, logos and slogans (enjoying trademark protection). The "Confidentiality And Intellectual Property Agreement" that you sign as a condition of your employment addresses our ownership of, and your use of, intellectual property rights belonging to Gibney or others with whom our organization does business.

By signing the Confidentiality And Intellectual Property Agreement, you agree, among other things, to protect the owner's rights in intellectual property disclosed to you or used by you in the course of your employment. You also agree that all works, inventions and intellectual property that you create or develop, or assist in creating or developing, in whole or in part, during the course of your employment with us, or through the use of our equipment and resources, belong to us, and you agree in your Confidentiality and Intellectual Property Agreement to disclose and assign to us all intellectual property rights associated with such works.

### **CONFLICT OF INTEREST**

Our Board of Directors has adopted a Conflict of Interest Policy that applies to members of our Board and to our officers and "key employees." A "key employee" means any employee who is in a position to exercise substantial influence over the affairs of our organization. A copy of the Policy is attached hereto as "Appendix B." Our senior management will notify you if you are a "key employee" within the meaning of the Policy.

Even if you are not a "key employee" as defined in the Board of Directors' Conflict of Interest Policy, you are still expected to devote your best efforts and attention to the full-time performance of your position with us. You must also avoid situations that create an actual or potential conflict between your personal interests and the interests of Gibney. Such a conflict can arise if your loyalties were divided between our interests and the interests of another person, such as a competitor, supplier, or customer. It is important to avoid even the appearance of such conflicting interests. If you have an actual or potential conflicting interest, you must disclose it to management and may be instructed not to participate in negotiations, deliberations or decisions relating to the conflict.

Examples of potential conflict situations include:

- Having a financial interest in any business transaction with us;
- Owning or having a significant financial interest in, or other relationship with, one of our competitors, customers, funders or suppliers; and
- Accepting gifts, entertainment, or other benefits of more than a nominal value from one of our competitors, customers, funders or suppliers.

We encourage you to consult with your Supervisor or our HR Staff Liaison whenever you may be unsure about whether a transaction, activity, or relationship may give rise to a conflict of interest.



## **NO HARASSMENT POLICY**

We promote an inclusive work environment free from verbal, physical and visual (e.g., signs, posters, text messages) forms of harassment. We maintain a zero tolerance policy respecting any form of harassment by our officers, directors, employees, independent contractors, interns or clients based on an individual's race, color, religion, national origin, ancestry, sex, gender, gender identification, age, marital or veteran status, sexual orientation, physical or mental disability, pregnancy, childbirth or related medical conditions, genetic information or any other basis protected by law (collectively, "**Protected Categories**") that has the purpose or effect of interfering with that individual's work performance or creating an intimidating, hostile or offensive work environment.

You should be sensitive to the fact that conduct that may not seem actionable in private or other settings may constitute actionable harassment in the workplace, including the use of epithets, slurs, negative stereotyping or jokes. Harassment can occur even when communications or conduct is not directed at a specific person. As one example, you cannot display in our workplace, even on your desk or in your workspace, any written or graphic material that denigrates or shows hostility toward an unnamed individual or group because of membership in any of the Protected Categories. Please also reference the Whistleblower Protection Policy contained in this Handbook, at page 46.

Gibney may exhibit, display or present material that contains nudity or comments on cultural issues that could be perceived as controversial. In the course of your work at Gibney, you may be exposed to such material, and are asked to be proactive in self-identifying when these are offensive or contrary to your beliefs.

## **SEXUAL HARASSMENT**

Sexual harassment is offensive, a violation of our policies, unlawful and may subject you to liability for harm to targets of sexual harassment. Harassers may also be individually subject to liability. Employees who engage in sexual harassment will be penalized for such misconduct, as will supervisory and managerial personnel who knowingly allow such behavior to continue. Sexual harassment is not only prohibited by Gibney, but also is prohibited by state, federal, and where applicable, local law. Aside from the internal process at Gibney, employees who have experienced sexual harassment may also choose to pursue legal remedies with governmental entities under the State Human Rights Law and the Civil Rights Act of 1964.

Because sexual harassment is sometimes misunderstood, we think it important to provide additional guidance about this topic. Sexual harassment may encompass any sexual attention that is unwanted or uninvited. Equal Employment Opportunity Commission guidelines define sexual harassment as follows:

Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when:



- Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
- Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
- Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

Without limiting these guidelines, the following conduct may constitute sexual harassment when undertaken in the workplace:

- Direct or implied threats of sexual abuse;
- Direct or indirect propositions of a sexual nature;
- Subtle pressure or requests for sexual activity, an element of which may be conduct such as repeated and unwanted staring;
- A pattern of conduct intended to discomfort or humiliate, or both, that includes (1) comments of a sexual nature and/or (2) sexually explicit statements, questions, jokes or anecdotes;
- A pattern of conduct that would cause discomfort to or humiliate a reasonable person at whom the conduct was directed, that includes one or more of the following: (1) unnecessary following or touching of an individual; (2) remarks of a sexual nature about a person's clothing or body; (3) remarks about sexual activity or speculations about previous sexual experience; (4) sexually degrading terms used to describe an individual; or (5) sexually explicit or offensive jokes;
- Unwelcome sexual flirtations, advances or propositions; or
- Sexually suggestive objects or pictures.

### **COMPLAINTS AND RETALIATION**

If you are subjected to or witness any conduct that you believe violates this policy, you must promptly speak to, write or otherwise contact your Supervisor, our HR Staff Liaison, our CEO & Artistic Director, and, if necessary, the HR Board of Directors Liaison, ideally **within 3 days** of the offending conduct. These individuals are required to report any complaint that they receive, or any harassment that they observe or become aware of, and will ensure that an investigation is conducted in a timely fashion. Gibney strictly prohibits and does not tolerate unlawful retaliation against any individual. All forms of unlawful retaliation are prohibited, including any form of discipline, reprisal, intimidation or other form of retaliation for participating in any activity protected by law.

### **SEXUAL HARASSMENT COMPLAINT FORM**

Gibney's Sexual Harassment Complaint Form can be found in the Employee Digital Guidebook, and is available on the organizational server or upon request from the HR Staff Liaison.



## **WORKPLACE VIOLENCE**

Particularly given our important community action work with survivors of domestic violence, we maintain a zero tolerance policy concerning threats, intimidation and violence of any kind, by **anyone**, occurring in our workplace, in our premises or in connection with any of our activities. Employees who engage in such conduct will be disciplined, up to and including immediate termination of employment.

You should be treated, and treat others, with courtesy and respect at all times. You must refrain from fighting, "horseplay," or other conduct that may be dangerous to others. You are prohibited from bringing firearms, weapons, and other dangerous or hazardous devices or substances onto our premises.

All threats or acts of violence by **anyone**, made directly or indirectly, must be reported immediately to your Supervisor or the HR Staff Liaison. This includes threats by employees, vendors, partners, volunteers, or others. When reporting a threat of violence, be as specific and detailed as possible. We will promptly and thoroughly investigate all reports and will take appropriate action.

## **DRUG AND ALCOHOL POLICY**

We fully intend to maintain a safe and productive workplace that is free of the significant and well-known risks associated with drug and alcohol abuse. You must adhere to our Drug and Alcohol Policy as a condition of your employment.

### **Classifications**

Our Drug and Alcohol Policy distinguishes among (a) illegal drugs (including controlled substances), (b) alcohol, and (c) legal drugs such as prescription medication.

The term "**illegal drug**" means any drug or controlled substance that (a) is not legally obtainable; (b) is legally obtainable but has not been legally obtained; or (c) has been legally obtained, but is being sold or distributed unlawfully.

The term "**legal drug**" means any drug, including any prescription or over-the-counter medication, that has been legally obtained and that is not unlawfully sold or distributed.

### **Relevant Time Periods**

Our Drug and Alcohol Policy applies whenever our interests may be adversely affected, including when you are (a) on our premises, (b) conducting Gibney business anywhere, (c) responsible for the safety of others who are conducting Gibney business or (d) operating or responsible for the operation, custody or care of our equipment or property (collectively, "**Relevant Times**").

### **Illegal Drugs (including controlled substances)**

At all Relevant Times, you may not (a) use, possess, manufacture, distribute, transport, dispense or sell any illegal drug; or (b) be under the influence of any illegal drug.



## **Legal Drugs**

At all Relevant Times, you may not (a) purchase, sell, manufacture, distribute, transport, dispense, or possess any legal drug in a manner inconsistent with law; or abuse any legal drug. "Abuse" means the use of any legal drug (a) for any purpose other than the purpose for which it was prescribed or manufactured; or (b) in a quantity, frequency, or manner that is contrary to the instructions or recommendations of the prescribing physician or manufacturer.

Our Policy does not prohibit the customary and ordinary purchase, sale, use, possession, or dispensation of properly prescribed medication or over-the-counter drugs. However, you may not work on our behalf while impaired by the use of a legal drug whenever such impairment might (a) endanger your safety or the safety of a co-worker or other person; (b) pose a risk of significant damage to our property or equipment; or (c) substantially interfere with your job performance or the efficient operation of our business or equipment.

## **Alcohol**

At all Relevant Times, you may not use, possess, purchase, sell, manufacture, distribute, transport, or dispense alcohol, or be under the influence of alcohol. We occasionally host or allow events that serve alcohol. You may be allowed to drink alcohol responsibly at such events, or at on-site employee social gatherings, with the approval of your Supervisor. However, we have a zero tolerance policy for consuming alcohol in an unauthorized or irresponsible manner at organizational events and gatherings.

## **Rehabilitation and Treatment**

If you believe that you may have an alcohol or drug dependency, we encourage you to voluntarily seek help through the various private and public agencies and programs that exist in our community. You may also seek assistance by contacting the HR Staff Liaison. Requests for voluntary treatment and related matters will be kept as confidential as possible, and, to the extent required by law, we will reasonably accommodate your attempt to deal with dependency problems. You may not, however, avoid discipline by requesting treatment or leave following a violation of our Drug and Alcohol Policy.

## **PRIVACY AND USE OF OUR COMMUNICATIONS PLATFORM**

Our communications systems and computer networks are critical to our operations. In accepting access to them, you recognize our interest in assuring that they are used only for lawful and ethical purposes, and come with no assurance of personal privacy. As a condition of your employment, you must adhere to the following policy:

- Our communications infrastructure, operating systems and data, including our computer network, software programs, email, Internet and telephone systems and devices, are the property of Gibney ("**Communications Platform**"). At the end of your employment you can no longer have access to our Communications Platform and must return all related equipment and software (including computers, phones, email addresses and passwords) that we may have provided you during your employment.



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FIFTH FLOOR  
NEW YORK, NY 10003  
TEL: 212 677 8560

280 BROADWAY  
ENTER 53A CHAMBERS  
NEW YORK, NY 10007  
TEL: 646 837 6809

- To the extent you are given access to our Communications Platform, you may use it primarily for our business purposes. While reasonable incidental personal use is allowed, it must be limited and conducted responsibly.
- **You may have no expectation of personal privacy** for communications made using, or stored on, our Communications Platform, including emails, voicemails and Internet history. By accessing our Communications Platform, you consent to our monitoring of the volume and content of your use of the Platform, including review of documents, files, voicemail, and E-mail residing on the Platform.
- In using our Communications Platform you must comply with all applicable laws, including copyright and intellectual property laws, and with our "Standards of Conduct," including our business ethics, conflicts of interest, confidentiality, and non-harassment policies. You may not use our Communications Platform to participate in solicitation or distribution, including in chain letters, pyramid schemes and other solicitations.
- If you have any questions about the proper use of our Communications Platform or learn of any misuse of the Platform, promptly contact your Supervisor or the HR Liaison.



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# WHISTLEBLOWER PROTECTION POLICY

Our Board of Directors has adopted a Whistleblower Protection Policy. The Policy is intended to protect our directors, officers, employees and volunteers from intimidation, harassment, discrimination or other forms of retaliation as a consequence of the good-faith filing of a report about possible legal or ethical violations involving our organization. The Policy expressly prohibits our directors, officers, employees, and volunteers from retaliating against a person in response to his or her filing such a report. The Policy, however, does not protect a person acting in bad faith; including by engaging in deliberate dishonesty and/or by personally profiting or obtaining some advantage to which he or she is not legally entitled as a result of the filing of a report.

The Policy provides that, if you learn that any of our directors, officers, employees or volunteers, or any individual or entity with whom we have a substantial business relationship exceeding \$10,000.00, has violated or may violate any governmental statute or regulation, or any applicable ethical standard or policy of our organization, you should file **within 30 days** a confidential written report about the incident to the Chair of the Board of Directors, the General Counsel of the Corporation or a designated Employee Protection Officer, as appropriate. The names of our Board Chair and General Counsel are on file with us and are available on our website. The "Employee Protection Person" is the HR Staff Liaison at the time of your report.

A copy of the current Whistleblower Protection Policy is attached hereto as Appendix C and, made a part of this Handbook.





# COMMUNICATIONS REGARDING GIBNEY

Our reputation is vitally important to us and to our supporters. We carefully vet authorized statements we make about our organization and have a legitimate business interest in preventing the dissemination of unauthorized statements about us that are inaccurate, poorly conceived or unlawful. Your official communications about us must be authorized and accurate. They must also satisfy our other policies regarding communications, including our confidentiality, business ethics, equal opportunity, non-harassment, and non-discrimination policies.

When you communicate about us outside of your official duties or scope of employment, you must clearly indicate that your views are your own, and not ours. This policy applies even when you are communicating with friends or family, and especially when you are participating in online blogs or social media forums such as Facebook or Twitter. Your email and other written communications, including social media posts, must identify your communication as personal and not authorized Gibney communications by using the following or a similar disclaimer: **"The postings on this site are my own and do not necessarily reflect the views, strategies, or opinions of Gibney."**

When communicating about us outside of your official role with Gibney, you should also:

- Identify yourself
- Be honest and accurate
- Respect the privacy of fellow employees and not identify them without their consent
- Not disseminate our Confidential Information
- Not provide phone numbers, addresses or other personal information of other employees
- Properly use our logos and intellectual property only as approved by us, with appropriate trademark designations, and not for commercial purposes
- Adhere to copyright fair use and financial disclosure laws and regulations
- Respect the rules and etiquette of the forum in which you are participating
- Respect your audience and be aware of its sensitivities
- Remember that e-mails and statements and content provided while participating in online discussions or social media forums may be disseminated well beyond their intended recipients or audience.

**Nothing in this Policy is intended to interfere with your rights under the National Labor Relations Act, including to express criticism of Gibney's labor policies or treatment of employees and to discuss terms and conditions of employment.**

# BUILDING SAFETY AND SECURITY

We are committed to maintaining a safe and secure workplace. The following security considerations seek to achieve this important aim.

- Be aware of persons loitering for no apparent reason (e.g., in public areas, hallways, studios, performance spaces, service areas, restrooms and locker rooms). Report any suspicious persons or activities to an appropriate HR or Facilities representative.
- Secure your desk and valuables, and do not leave personal items out in the open.
- Log out or lock your computer at the day's end.
- Do not allow building access to unknown persons.

Access control is also critical to maintaining safety and security. We maintain centralized card key access through Operations & Facilities, which reviews and determines requests for access by authorized individuals.

Card keys are our property. You must safeguard your card keys and take reasonable precautions to protect it from unauthorized use.

Lost or stolen card keys should be reported **immediately** to Gibney.

Further, all **visitors** must enter our premises through the building lobby, sign the visitor logbook and obtain a visitor's badge where required. Employees must also sign the logbook upon entering the building. You are responsible for the conduct and safety of any visitor you may bring to our premises.



# ACKNOWLEDGMENT OF RECEIPT

I have received and read a copy of the Gina Gibney Dance, Inc. Employee Handbook ("**Handbook**") dated January 2016 and updated October 2018. I acknowledge my responsibility, as a condition of my employment with Gina Gibney Dance, Inc. ("**Organization**"), to familiarize myself with its contents and to adhere to the Organization's policies, whether set forth in this Handbook or elsewhere. I understand that this Handbook replaces and supersedes any prior employment handbooks that I have received or that have been issued by the Organization. I also understand that the Organization may change, modify, amend or delete any or all of the contents of this Handbook at any time.

I understand that this Handbook is the Organization's property, must not be disseminated to persons outside of the Organization and must be returned to the Organization upon the end of my employment.

To the extent allowable under applicable law, I authorize the Organization **to deduct from my final paycheck** any money owed to it because of advances (including advances for leave) or my failure to return equipment belonging to the Organization.

\_\_\_\_\_  
Print Employee Name

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date



## APPENDIX A | CONFIDENTIALITY AND INTELLECTUAL PROPERTY AGREEMENT

This Confidentiality And Intellectual Property Agreement ("**Agreement**") is entered into by and between Gina Gibney Dance, Inc. ("**Company**"), on the one hand, and the undersigned employee ("Employee"), or intern or volunteer ("**Recipient**"), on the other hand, and is effective as of the first date set forth below.

### Recitals

1. Employee or Recipient has agreed, as a condition of his or her new or ongoing employment or internship relationship with Company, to abide by the policies set forth in the Gina Gibney Dance, Inc. Handbook, dated January 2016 and updated October, and/or by any changes or amendments thereto, and/or by any superseding edition of Company's Handbook (the "**Handbook**");
2. The Handbook summarizes certain policies that are intended to protect the secrecy of Confidential Information, including Trade Secrets, to which Employee or Recipient may have access during his or her engagement. The Handbook also seeks, among other things, to protect Company's intellectual property rights in works that may be created by Employee or Recipient during the course of his or her employment or internship with Company, or in works that are displayed, promoted or performed by Company or by artists at premises owned by, or events sponsored by, Company;
3. In the case of volunteers, as a condition of the new or ongoing volunteer relationship with Company, the Recipient agrees to abide by the terms of this Agreement;

Now, therefore, for good and valuable consideration, the sufficiency of which has been acknowledged by the parties to this agreement, each of the parties to this Agreement, intending to be legally bound, hereby agrees as follows:

### Terms and Conditions

1. **Definitions.** For Purposes of this Agreement:
  - a. The term "**Confidential Information**" means all confidential, proprietary or other non-public information concerning the business affairs, fundraising and operations of Company (or its funders, strategic partners, customers, contractors, vendors or other persons with whom Company works, as the case may be), including, without limitation, technical, financial, and personnel information; the identities of customers (including without limitation Company's customer lists and databases) and of actual or prospective funders (unless publicly announced); marketing plans; the existence and terms of Company's contracts and agreements; the location of domestic violence shelters; the identities of domestic violence survivors; budgets and strategic business



plans; and other sensitive private or valuable information. Confidential Information also includes information provided to the employee under circumstances in which the employee knows or should reasonably know that Company (or its funders, strategic partners, customers, contractors, vendors or other persons with whom Company works, as the case may be) regards such information to be confidential, even if such information does not bear a confidentiality legend or has not otherwise been marked as "confidential" or with a like notice. For clarity, all Trade Secrets (as defined herein) shall constitute Confidential Information.

- b. Confidential Information does not include information that is: (a) generally known to the public at the time of disclosure or subsequently becomes generally known to the public through no fault of the Employee or Recipient; (b) discovered or created by the Employee or Recipient through legitimate means before an authorized disclosure by Company or by any other authorized person disclosing such information to Employee or Recipient ("**Disclosing Party**"); (c) learned by the Employee or Recipient through legitimate means other than from Company or Disclosing Party, or from Company or Disclosing Party's authorized representatives; or (d) publicly disclosed in an authorized disclosure by an authorized Company representative.
- c. The term "**Trade Secrets**" means Confidential Information that provides competitive value to Company by reason of its not being generally known or readily ascertainable by Company's competitors or by other persons in Company's line of business.
- d. The term "**Copyright**" means the right of an author or creator of an original work of authorship, including, without limitation, dance, choreography, visual art, music, poetry, literature or other expression entitled to protection under the U.S. federal Copyright Act, 17 U.S.C. § et seq. or any corresponding non-U.S. law.
- e. The term "**Trademark**" means common law or statutory rights (including rights under the federal Lanham Act, 15 U.S.C. §§ 1051 et seq. or any corresponding non-U.S. law) accorded to a word, phrase, symbol, slogan or other indicia of origin or sponsorship of goods or services originating from or associated with the owner of said Trademark.
- f. The term "**Company Work Product**" means any invention, design, innovation, music, dance, choreography, poetry, literature, visual art, photograph, trademarks, service marks or other work recognized as constituting intellectual property that you conceive of, create, devise, develop, design, modify, author or otherwise create, in whole or in part, alone or in conjunction with others, (i) in



the course of your employment or other relationship with the Company, or (ii) from your use of Company time, equipment, facilities or support services.

**2. Protection of Confidential Information (including Trade Secrets).** Employee or Recipient acknowledges and agrees that:

- a. In the course of his or her employment, internship or volunteer relationship with Company, he or she may be given access to Confidential Information (including Trade Secrets), including, without limitation, information in oral, written or digital form. Employee or Recipient shall hold and maintain such Confidential Information (including Trade Secrets) in strict confidence for the sole and exclusive benefit of Company. If and to the extent Employee or Recipient is given access to Confidential Information (including Trade Secrets) disclosed by a Disclosing Party, Employee or Recipient shall not use or disclose any such information or secrets, except as duly authorized by the Disclosing Party and upon notice to, and receipt of authorization from, Company.
- b. Without limiting the foregoing, throughout the course of his or her employment, internship or volunteer relationship with Company, Employee or Recipient:
  - i. shall use Confidential Information (including Trade Secrets) only for purposes of his or her engagement by Company, and for no other purpose;
  - ii. shall disclose Confidential Information (including Trade Secrets) only to authorized persons inside of Company's organization on a "need to know" basis, and shall not attempt to obtain access to Confidential Information (including Trade Secrets) that is not needed in order to perform his or her work duties or that he or she is not authorized by management to receive;
  - iii. shall not disclose Confidential Information (including Trade Secrets) outside the organization unless (a) Company management has authorized him or her to do so, and (b) Company has entered into an appropriate confidentiality or non-disclosure agreement with the outside person to whom its Confidential Information (including Trade Secrets) are to be disclosed; and
  - iv. shall take reasonable steps to preserve the secrecy of Confidential Information (including Trade Secrets), including, without limitation, by storing confidential or sensitive information in locked desks and cabinets, labeling paper or electronic folders or files as containing "confidential" information, labeling "confidential" emails, sharing confidential information strictly on a need-to-know basis,



maintaining the secrecy of your computer "password(s)," accompanying visitors who may tour Company's premises, and turning off his or her computer at the end of the work day.

- c. Upon the termination of Employee's or Recipient's employment or other relationship, with Company, Employee or Recipient:
  - i. Shall not use or disclose Company's Confidential Information (including Trade Secrets) for any purpose; and
  - ii. Shall return to Company (or, at Company's election, destroy) any and all records, notes, and other written, printed, or tangible materials in his or her possession that contain or were created through the use of Confidential Information (including Trade Secrets); and
  - iii. Shall destroy all Confidential Information that may exist in electronic form on any computer or other device that belongs to Employee or Recipient or that is in Employee's or Recipient's possession or under his or her control.

**3. Copyright Protection.** Employee or Recipient acknowledges and agrees that:

- a. During the course of his or her employment or other relationship with Company, Employee or Recipient may gain access to copyrighted works, including, without limitation, dance, choreography, visual arts, literature, poetry or other protected forms of expression ("**Copyrighted Works**"), belonging to Company or to others ("**Third Party**"), including, without limitation, choreographers, dancers or other artists whose Copyrighted Works are displayed, performed, reproduced, distributed, or displayed by Company, at events held, sponsored or promoted by Company or at events in which Company participates.
- b. Employee or Recipient will not copy, perform, use, reproduce, distribute or display any Copyrighted Works belonging to Company, or to otherwise engage in any conduct constituting an infringement or other unauthorized use of Company's Copyright in Copyrighted Works, without the express written consent of Company or the owner of the Copyrighted Work in question.
- c. Employee or Recipient will not, in the course of his or her employment, internship or volunteer relationship with Company copy, perform, use, reproduce, distribute or display on behalf of Company any Third Party's Copyrighted Works, or otherwise engage in any conduct constituting an infringement or other unauthorized use of the Third Party's Copyright in



Copyrighted Works, without the express written consent of the Third Party or an authorized licensee of the Copyrighted Work in question and upon notice to, and receipt of authorization from, Company.

**4. Trademark Protection.** Employee or Recipient acknowledges and agrees that:

- a. During the course of his or her employment or other relationship with Company, Employee or Recipient may use certain words, phrases, symbols, slogans or other indicia of ownership or sponsorship of goods or services originating from or associated with Company or others, including, without limitation, Company's vendors and supporters.
- b. Employee or Recipient will not use any Trademark belonging to Company except as authorized by Company to identify genuine goods or services originating from or associated with Company and any such use shall be accompanied by the appropriate trademark designation as instructed by Company's management.
- c. Employee or Recipient will not, in the course of his or her employment, internship or volunteer relationship with Company, use for Company's benefit any Trademark belonging to any Third Party, except as duly authorized by both Company and the Third Party's Trademark owner or licensee and upon notice to, and receipt of authorization from, Company.

**5. Work for Hire/Assignment of Work Product.** Employee or Recipient acknowledges and agrees that:

- a. All right, title and interest in and to all Company Work Product shall vest, worldwide, in, and shall belong exclusively, worldwide, to, Company, and in the case of a copyrighted work authored or created in whole or in part by an employee of Company, shall be deemed "work made for hire" as such term is defined in 17 U.S.C. § 101;
- b. If and to the extent all right, title and interest in and to such Company Work Product does not automatically vest in Company, Employee or Recipient hereby irrevocably and forever assigns, transfers and conveys all such right, title and interest (including, without limitation, all Copyrights, Trademarks, Trade Secrets and patent rights) in and to such Company Work Product, worldwide, to Company, for no additional consideration.
- c. Employee or Recipient shall maintain any type or form of records, execute any further documents and cooperate with and take any further actions reasonably requested by Company, at Company's cost, to assist it in evidencing, validating, effectuating, maintaining, protecting, enforcing, perfecting, recording,





patenting and/or registering any of Company's rights hereunder (including, without limitation, by executing assignments, consents, powers of attorney, and other instruments and providing testimony). If Employee or Recipient is unable to execute a document or take any action for any reason, he or she irrevocably designates and appoints Company and each of its duly authorized agents or designees as his or her agent and attorney-in-fact, to act in his or her behalf in all applicable instances, including, without limitation, in any government authorities or agencies.

- 6. Survival.** This Agreement, including, without limitation, the obligations of Employee or Recipient hereunder, shall survive after Employee's or Recipient's employment or other engagement by Company and any termination of this Agreement.
- 7. Enforcement of This Agreement.** Employee or Recipient hereby acknowledges and agrees that
  - a. At its sole discretion, the Company may pursue enforcement of this Agreement in any court of competent jurisdiction ("**Court**"). In no event shall the Company be held liable for Employee's or Recipient's legal fees or costs in pursuit of such claim, unless there is a final determination by such Court that the Company has acted in manifest bad faith.
  - b. Any material breach of this Agreement by Employee or Recipient will irreparably harm the business of Company, Disclosing Party and/or Third Party (as the case may be), for which Company, Disclosing Party and/or Third Party (as the case may be) shall not have an adequate remedy at law. Therefore, in such event, Company may obtain injunctive relief, specific performance, and all other appropriate relief from any court of competent jurisdiction, without the posting of bond or other security, in addition to whatever other remedies it may have, and Employee or Recipient hereby consents to the jurisdiction of such court and the laying of venue for such purpose.
  - c. Any decision to forego enforcement of all or any part of this Agreement will have no precedential effect, and shall not be deemed to waive any rights under this Agreement in other circumstances to seek such enforcement.
- 8. Relationships.** Nothing contained herein shall be deemed to create or change in any way the legal relationship between Company and Employee or Recipient, as otherwise established by the Handbook or by a separate agreement signed by an authorized representative of Company. Without limiting the foregoing, this Agreement shall not make Employee or Recipient a partner or joint venturer of Company, and shall not alter Employee's status as an "at-will" employee of Company.



**9. Severability.** If any provision of this Agreement shall be held or declared to be illegal, invalid or unenforceable in any jurisdiction, such finding shall not affect the interpretation of this Agreement in any other jurisdiction, and the remainder of this Agreement shall continue in full force and effect in such jurisdiction as though such provision had not been contained herein. If the scope of any provision in this Agreement is held or declared to be too broad to permit its full enforcement, Employee or Recipient hereby consents to judicial modification of such provision and enforcement to the maximum extent permitted by law.

**10. Assignability.** This Agreement is binding upon, and shall inure to the benefit of, each of the parties, their heirs, next of kin, successors and assigns. Without limiting the foregoing, this Agreement may be assigned to any purchaser of the Company or to any entity related to the Company assuming an employment relationship with you.

**11. Integration.** This Agreement, together with the Handbook, expresses the complete understanding of the parties with respect to the subject matter, and supersedes all prior proposals, agreements, representations, and understandings. Subject to Company's right to amend the Handbook, this Agreement may be amended only by a writing signed by both parties.

**12. Waiver.** The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.

**13. Governing Law.** This Agreement shall be governed by the laws of the State of New York applicable to agreements that are entered into and to be performed in New York.

**14. Counterparts.** This Agreement may be executed in two or more counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

Each of the parties consents to this Agreement by signing on the signature line below:

**GINA GIBNEY DANCE, INC.**

**EMPLOYEE OR RECIPIENT**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name (Print): \_\_\_\_\_

Name (Print): \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



## **APPENDIX B | BOARD OF DIRECTORS CONFLICTS OF INTEREST**

### **Policy Definitions**

This Conflicts of Interest policy incorporates by reference the Definitions set forth in Appendix A/By Laws and Corporate Policy Definitions, dated April 28, 2015

### **Policy Requirements**

Any real, or potential, financial transaction with a "Related Party" (as defined herein), particularly any "Related Party Transaction" (as defined herein), and/or any other matter generally constituting a possible conflict of interest, with this Corporation and/or an "Affiliate" (as defined herein) must be addressed in accordance with the terms of this Conflicts of Interest Policy. Any Related Party Transaction, or any other conflicted matter, authorized in a manner that is materially inconsistent with the terms of this policy may be subsequently rendered void or voidable by a vote of the majority of the Board of Directors undertaken in accordance with Article VIII of the Amended and Restated By Laws of Gina Gibney Dance, Inc., excluding any individual with voting privileges and an interest in the subject transaction or matter.

### **General Disclosure**

Prior to initial election, or upon hiring, as appropriate, and annually thereafter, each "Director," "Officer" and "Key Employee"<sup>1</sup> (each as defined herein) shall be required to complete, sign and submit to the Secretary, or an authorized designee, as appropriate, a written statement identifying, to the best of the Director's knowledge, any entity of which he/she is an Officer, Director, Trustee, Member, Owner (either as a sole proprietor or a partner), or employee and with which the Corporation has a relationship, and any transaction in which the Corporation is a participant, and in which the Director might have a conflicting interest, as well as those where a "Relative" (as defined herein) might have a conflicting interest. The Secretary shall provide a copy of all completed disclosure statements to the Audit and Finance Committee or, if there is no such Committee, to the Board of Directors. A copy of each disclosure statement shall be available to any Director on request.

### **Specific Disclosure**

If at any time during his or her term of service, a Director, Officer or Key Employee acquires an interest, or circumstances otherwise arise, which could give rise to a real or potential Related Party Transaction, or any other conflicted matter, he or she shall promptly disclose the material facts concerning such interest, in writing (including without limitations by email or other electronic transmission) and in good- faith, to the Board of Directors, or an authorized committee thereof, as appropriate.

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<sup>1</sup> A "key employee" means any employee who is in a position to exercise substantial influence over the affairs of our organization.



### **Conflicts Review Committee**

Unless another standing committee should have a charge authorizing it to address the topics discussed herein, either the Finance Committee or an ad hoc Conflicts Review Committee of the Board of Directors, comprised entirely of individuals considered to meet the statutory standard of "Independent Director" (as defined herein) without an interest in the given transaction or matter, shall be duly appointed and convened by the Board to review any real or potential Related Party Transaction, or matter which might be considered to constitute a conflict of interest for a particular "Related Party" (as defined herein). If no Audit and Finance or formal Conflicts Review Committee is charged, the Board (excluding any interested Director) may act in its stead.

### **Standard of Review**

In any instance where a Related Party Transaction, or other conflicted matter, is being reviewed, and is so material that it would customarily warrant formal approval by the Board of Directors, either the Finance Committee, or an ad hoc Conflicts Review Committee, (as appropriate) shall thoroughly review the transaction or matter and submit to the Board a recommendation as whether or not it should be approved, or the Board, itself, shall thoroughly review the transaction and render a binding determination as to whether it should be so approved.

### **Authorization of Related Party Transactions**

The Corporation shall not enter into any Related Party Transaction, or any other conflicted matter, unless such a transaction or matter is determined by the Board to be fair, reasonable and in the Corporation's best interest at the time of such determination.

### **Authorization of Transactions Concerning Substantial Financial Interest**

With respect to any Related Party Transaction, or other conflicted matter, in which a Related Party has a substantial financial interest, the Board of Directors, or an authorized committee thereof, as appropriate shall:

1. prior to entering into such Transaction, or matter, to the extent practicable, consider alternative transactions and/or a review of information compiled from at least two (2) independent appraisals of other comparable transactions;
2. approve the transaction by not less than a two-thirds (2/3s) majority vote of the Directors or committee members, as appropriate, present at the meeting; and,
3. contemporaneously document the basis for approval by the Board, or authorized committee, as appropriate, which shall include the preparation of a written report, to be attached to the minutes of any meeting where the transaction or matter was deliberated or authorized, identifying the details of the transaction or matter; alternate transactions considered; materials or other information reviewed, Directors present at times of deliberations; names of those who voted in favor, opposed, abstained or were absent; and, the specific action authorized.



890 BROADWAY  
FIFTH FLOOR  
NEW YORK, NY 10003  
TEL: 212 677 8560

280 BROADWAY  
ENTER 53A CHAMBERS  
NEW YORK, NY 10007  
TEL: 646 837 6809

### **Restrictions**

With respect to any Related Party Transaction, or any other conflicted matter, considered by the Board, or an authorized committee, as appropriate, no Related Party shall:

1. be present at, or participate in, any deliberations;
2. attempt to influence deliberations; and/or
3. cast a vote on the matter.

Nothing herein shall prohibit the Board, or authorized committee, as appropriate, from requesting that a Related Party present information concerning a Related Party Transaction, or any other conflicted matter, at a Board, or Committee, meeting prior to the commencement of deliberations or voting relating thereto.

### **Audit-Related Disclosure of Conflicts**

It shall be the duty of the Secretary to see to it that all newly-received and annually-submitted Director interest disclosure statements and any case-specific Related Party Transaction reports, together the minutes of any related meetings, are promptly provided to the Chair of the Finance Committee or, if there is no Finance Committee, to the Chair of the Board of Directors, in an effort to assure that they are properly considered for auditing purposes.



## **APPENDIX C | WHISTLEBLOWER PROTECTION POLICY**

### **Definitions**

This Whistleblower Protection Policy incorporates by reference the Definitions attached as Appendix B to the Amended and Restated By Laws of Gina Gibney Dance, Inc.

### **Intent**

The Corporation shall endeavor to protect any "Director," "Officer," [E]mployee, including any "Key Employee" or Volunteer who provides services to the Corporation from intimidation, harassment, discrimination or other forms of retaliation on the part of the Corporation, or any of its Directors, Officers, Employees or Volunteers, as a consequence of the good-faith filing of a report relative to possible violations of any statute, regulation, applicable ethical standard or policy or procedure of the Corporation.

### **Disclosure**

If any Director, Officer, Employee or Volunteer ("Reporting Person") reasonably believes that some policy, practice, or activity of the Corporation, or of another individual or entity with whom the Corporation has a substantial business relationship exceeding ten thousand dollars (\$10,000), has violated or may violate any governmental statute or regulation, or any applicable ethical standard or policy or procedure of the Corporation, the Reporting Person shall file, within thirty (30)-days of witnessing [or otherwise becoming aware of] the alleged misconduct or omission, a confidential written report ("Report") summarizing his or her concerns with the Chair of the Board of Directors, the General Counsel of the Corporation or a designated Employee Protection Officer, as appropriate.

### **Investigation & Resolution**

The investigation of any alleged misconduct or omission governed by this policy shall be conducted in the following manner:

1. Upon receipt of the Report from the Reporting Person, the Chair, General Counsel or other designated Employee Protection Officer, as appropriate, shall:
  - a. to the extent possible, maintain the confidentiality of the alleged misconduct or omission, the factual circumstances underlying the filing of the Report and the identities of the persons involved, except as needed in order to properly investigate the matter,
  - b. conduct an appropriate investigation of the matter within approximately thirty (30)- days of receipt of the Report, or as soon as practicable thereafter,
  - c. review the policies and procedures of the Corporation, in light of the alleged misconduct or omission,
  - d. assess, in the most confidential manner possible, the concerns of any Director, Officer, Employee or Volunteer reportedly involved in the alleged misconduct or omission via written questionnaire and/or interview, as well as the concerns



- of other Directors, Officers, Employees or Volunteers who may have an understanding of, or be complicit in, the alleged misconduct or omission, in order to form an informed opinion of the matter and, if necessary, potential recommendations for resolution,
- e. prepare and submit a written report ("Investigative Report") on the matter to either the Finance Committee or to the Employee Protection Committee of the Board, as appropriate, together with recommendations as to resolution and a timeline for implementation of recommended actions, and,
  - f. forward a copy of the written report to the "Entire Board of Directors."
2. the Finance Committee or Employee Protection Committee shall, as appropriate, act on the Investigative Report, as appropriate, including by reviewing findings and, and submit to the Board of Directors a written assessment of the matter, including in the assessment recommendations for a resolution of the matter, together with a timeline for implementation of recommended actions ("Assessment"); and,
  3. upon receipt of the Investigative Report, and the written Assessment, the Board of Directors, at its next scheduled Regular Meeting, or a Special Meeting called for that purpose, shall consider the matter and render binding determinations as to resolution, up to, and including, the suspension or removal of any Director, Officer, Employee or Volunteer of the Corporation found to have engaged in the subject misconduct or omission.

### **Retaliation Protections**

The Corporation, including its Directors, Officers, Employees, or Volunteers, shall not retaliate against any Reporting Person for his or her filing a of a Report, but rather said Reporting Person shall be protected, directly and indirectly, from intimidation, harassment, discrimination or other forms of retaliation on the part of the Corporation or any of its Directors, Officers, Employees or Volunteers.

### **Documentation**

The Audit and Finance Committee or Employee Protection Committee, as appropriate, and the Board of Directors shall assure that the matter is properly documented in the records of the Corporation, including minutes of any meeting of any Committee and the Board where the matter was considered and/or addressed, paying particular attention to the confidentiality of this policy.