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# Los Angeles Ballet Academy

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## Employee Handbook

**Revised: September 2022**

**Corporate Office**  
15255 Ventura Boulevard  
Annex 3  
Sherman Oaks, Ca 91403  
[www.laballetacademy.com](http://www.laballetacademy.com)

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# **1. INTRODUCTION**

## **1.1. Welcome to Our Company**

Welcome to Los Angeles Ballet Academy (“Los Angeles Ballet Academy” or the “Company”). A large and important part of our lives is spent on the job with our students. Our employees have been the basis of our success and are the foundation of our future. We expect your best efforts in the performance of your job and becoming a successful member of our team. We hope your employment with us is pleasant and mutually beneficial. We shall do our best to make it so.

## **1.2. Right to Revise**

This employee handbook (the “Handbook”) contains a summary of the employment policies and practices of the Company in effect at the time of publication. All previously issued Handbooks and any inconsistent policy statements or memoranda are superseded.

The Company reserves the right to interpret, revise, modify, delete, or add to any and all policies, procedures, work rules, or benefits stated in this Handbook or in any other document, except for the policy of at-will employment, which can only be changed in a writing signed by the Artistic Director of the Company.

The Company will strive to provide employees with prompt notice of any changes to this Handbook in writing so that employees will be aware of the new policies or procedures.

The policies and practices set out in this Handbook are not intended to create a contract, express or implied, nor are they intended to create any legally enforceable obligations on the part of the Company, or its officers, directors, or employees.

Nothing in this Handbook or in any other personnel document creates or is intended to create a promise or representation of continued employment for any employee.

You should keep this Handbook handy as a guide and ready reference. If you have any questions as you read through this Handbook or when questions arise which are not answered in this Handbook, please do not hesitate to ask the Artistic Director or your supervisor for assistance.

## **1.3. Harassment, Discrimination and Retaliation Prevention**

The Company is an equal opportunity employer. The Company is committed to providing a work environment free of harassment, discrimination, retaliation, and disrespectful or other unprofessional conduct based on race and traits historically associated with race (including but not limited to hair texture and protective hairstyles), religion and religious creed (including all aspects of religious beliefs, observance or practice, such as religious dress and grooming practices), sex/gender (including pregnancy, childbirth, breastfeeding or related medical conditions) gender identity/gender expression (i.e., a person’s actual or perceived gender-related identity, appearance, behavior, expression, or other gender-related characteristic regardless of the sex assigned to that person at birth, including, but not limited to, the status of being non-conforming, transgender, or transitioning), sexual orientation, color, national origin (including language use restrictions and possession of a driver’s license issued under Vehicle Code section 12801.9), ancestry, physical or mental disability, legally-protected medical condition, genetic information, marital status, registered domestic partner status, age, military or veteran status, political affiliation, protected leave status (requesting or taking protected leave), domestic violence victim status, or any other basis protected by applicable federal, state or local law or ordinance or regulation. It also prohibits discrimination, harassment, disrespectful or unprofessional conduct based on the perception that anyone has any of those characteristics, or is associated with a person who has or is perceived as having any of those characteristics.

In addition, the Company prohibits retaliation against individuals who raise complaints of discrimination or harassment or who participate in workplace investigations. **All such conduct violates Company policy.**

### **Harassment Prevention**

The Company’s policy prohibiting harassment applies to all persons involved in the operation of the Company. The Company prohibits harassment, disrespectful or unprofessional conduct by any employee of the Company, including supervisors, managers and co-workers. The Company’s anti-harassment policy also applies to vendors, customers, independent contractors, unpaid interns, volunteers, persons providing services pursuant to a contract and other persons with whom you come into contact while working.

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Prohibited harassment, disrespectful or unprofessional conduct includes, but is not limited to, the following behavior:

- Verbal conduct such as epithets, derogatory jokes or comments, slurs or unwanted sexual advances, invitations, comments, posts or messages;
- Visual displays such as derogatory and/or sexually-oriented posters, photography, cartoons, drawings or gestures;
- Physical conduct including assault, unwanted touching, intentionally blocking normal movement or interfering with work because of sex, race or any other protected basis;
- Threats and demands to submit to sexual requests or sexual advances as a condition of continued employment, or to avoid some other loss and offers of employment benefits in return for sexual favors;
- Retaliation for reporting or threatening to report harassment; and
- Communication via electronic media of any type that includes any conduct that is prohibited by state and/or federal law or by company policy.

Sexual Harassment is one form of unlawful harassment. Applicable state and federal laws define sexual harassment as: Unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual or sex-based nature when:

- submission to that conduct is made either explicitly or implicitly a term or condition of an individual's employment; or
- submission to or rejection of the conduct is used as a basis for employment decisions affecting the 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 work environment.

Sexual harassment includes harassment of an individual of a different gender, of the same gender, who is transitioning, who identifies as non-binary, etc.

Some of the more common forms of sexual harassment include:

- Quid Pro Quo Harassment, such as offering an employment benefit (e.g., a raise, promotion, or assistance with one's career) in exchange for sexual favors, or threatening an employment detriment (such as termination, demotion, or disciplinary action) for an employee's failure to engage in sexual activity.
- Verbal Sexual Harassment, such as unwanted sexual advances, propositions, or requests; sexual innuendoes; suggestive comments or remarks about a person's sexuality or sexual experiences; whistling or hooting; excessive flattery or flirting; questioning of a personal or sexual nature; repeated requests for dates; "kidding," "teasing," or "practical jokes" of a sexual nature or regarding gender specific traits; verbal abuse of a sexual nature; graphic verbal commentaries about an individual's body; sexually degrading words used to describe an individual; or unwelcome, suggestive, offensive, or obscene letters, notes, invitations, e-mails, or computer transmissions.
- Physical Sexual Harassment, such as unwelcome physical contact, touching of a sexual nature (e.g., brushing, patting, hugging, grabbing, poking, pinching or shoulder rubs), impeding or blocking movements, sexual assault, or other threatening, intimidating, or hostile acts.
- Visual Sexual Harassment, such as leering or staring, displaying sexually suggestive or lewd objects, pictures, photographs, videos, cartoons, posters, or images, on mugs, apparel, walls, bulletin boards, computers, or elsewhere, offensive or obscene gestures; unwelcome notes, letters, or e-mails.
- These examples are provided to illustrate the kind of conduct prohibited by this policy. This list is not exhaustive.

Sexual harassment does not need to be motivated by sexual desire to be unlawful or to violate this policy. For example, hostile acts toward an employee because of the employee's gender can amount to sexual harassment, regardless of whether the treatment is motivated by sexual desire.

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Prohibited harassment is not just sexual harassment but harassment based on any protected category.

### **Non-Discrimination**

The Company is committed to compliance with all applicable laws providing equal employment opportunities. This commitment applies to all persons involved in Company operations. The Company prohibits unlawful discrimination against any job applicant, employee or unpaid intern by any employee of the Company, including supervisors and coworkers. The Company also prohibits discrimination against vendors, customers, volunteers, persons providing services pursuant to a contract and other persons with whom you come into contact while working

Pay discrimination between employees of the opposite sex performing substantially similar work, as defined by the California Fair Pay Act and federal law, is prohibited. Pay differentials may be valid in certain situations defined by law. Employees will not be retaliated against for inquiring about or discussing wages. However, the Company is not obligated to disclose the wages of other employees.

### **Anti-Retaliation**

The Company will not retaliate against you for filing a complaint or participating in any workplace investigation and will not tolerate or permit retaliation by management, employees or co-workers.

### **Reasonable Accommodation**

Discrimination can also include failing to reasonably accommodate religious practices or qualified individuals with disabilities where the accommodation does not pose an undue hardship.

To comply with applicable laws ensuring equal employment opportunities to qualified individuals with a disability, the Company will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or an employee unless undue hardship would result.

Any job applicant or employee who requires an accommodation in order to perform the essential functions of the job should contact a Company representative with day-to-day personnel responsibilities and discuss the need for an accommodation. The Company will engage in an interactive process with the employee to identify possible accommodations, if any, that will help the applicant or employee perform the job. An applicant, employee or unpaid intern who requires an accommodation of a religious belief or practice (including religious dress and grooming practices, such as religious clothing or hairstyles) should also contact a Company representative with day-to-day personnel responsibilities and discuss the need for an accommodation. If the accommodation is reasonable and will not impose an undue hardship, the Company will make the accommodation.

The Company will not retaliate against you for requesting a reasonable accommodation and will not knowingly tolerate or permit retaliation by management, employees or co-workers.

### **Complaint Process**

If you believe that you have been the subject of harassment, discrimination, retaliation or other prohibited conduct, you must bring your complaint to your supervisor or to Human Resources as soon as possible after the incident. You can bring your complaint to any of these individuals. If you need assistance with your complaint, or if you prefer to make a complaint in person, contact Human Resources. Please provide all known details of the incident or incidents, names of individuals involved and names of any witnesses. It would be best to communicate your complaint in writing, but this is not mandatory.

Anyone who has observed discrimination, harassment, or retaliation (including supervisors and managers), must report such conduct immediately to their immediate supervisor or Human Resources.

The Company requires all individuals to report any incidents of harassment, discrimination, retaliation or other prohibited conduct forbidden by this policy immediately so that complaints can be quickly and fairly resolved. Employees must use the Company's complaint process.

You also should be aware that the Federal Equal Employment Opportunity Commission and the California Civil Rights Department investigate and prosecute complaints of prohibited harassment, discrimination and retaliation in employment. If you think you have been harassed or discriminated against or that you have been retaliated against for resisting, complaining or participating in an investigation, you may file a complaint with the appropriate agency. The nearest office can be found by visiting the agency websites at [www.calcivilrights.ca.gov](http://www.calcivilrights.ca.gov) and [www.eeoc.gov](http://www.eeoc.gov).

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Supervisors must refer all complaints involving harassment, discrimination, retaliation or other prohibited conduct to Human Resources so the Company can try to resolve the complaint.

When the Company receives allegations of misconduct, it will immediately undertake a fair, timely, thorough and objective investigation of the allegations in accordance with all legal requirements. The Company will reach reasonable conclusions based on the evidence collected.

The Company will maintain confidentiality to the extent possible. However, the Company cannot promise complete confidentiality. The employer's duty to investigate and take corrective action may require the disclosure of information to individuals with a need to know.

Complaints will be:

- Responded to in a timely manner
- Kept confidential to the extent possible
- Investigated impartially by qualified personnel in a timely manner
- Documented and tracked for reasonable progress
- Given appropriate options for remedial action and resolution
- Closed in a timely manner

If the Company determines that harassment, discrimination, retaliation or other prohibited conduct has occurred, appropriate and effective corrective and remedial action will be taken in accordance with the circumstances involved. The Company also will take appropriate action to deter future misconduct.

Any employee determined by the Company to be responsible for harassment, discrimination, retaliation or other prohibited conduct will be subject to appropriate disciplinary action, up to, and including termination. Employees should also know that if they engage in unlawful harassment, they can be held personally liable for the misconduct.

#### **1.4. At-Will Employment**

All Company employees are employed on an at-will basis. This means that employment is not for any specified term. Employment at-will may be terminated with or without cause and with or without notice at any time by the employee or the Company. Nothing in this Handbook or in any document or statement shall limit or otherwise amend an employee's at-will employment. No manager, supervisor, or employee of the Company has any authority to enter into an agreement for employment for any specified period of time or to make an agreement for employment on other than at-will terms. Only the Artistic Director of the Company has the authority to make any such agreement, which is binding only if it is in writing and signed by the Artistic Director.

#### **1.5. Open Door Policy**

Suggestions for improving the Company are always welcome. At some time, you may have a complaint, suggestion, or question about your job, your working conditions, or the treatment you are receiving. Your good-faith complaints, questions, and suggestions also are of concern to the Company. With the exception of concerns regarding harassment, discrimination or retaliation, which should be handled as described in the Harassment, Discrimination and Retaliation Prevention Policy, we ask you to first discuss your concerns with your supervisor, following these steps:

- Within a week of the occurrence bring the situation to the attention of your immediate supervisor, who will then investigate and provide a solution or explanation
- If the problem persists, you may describe it in writing and present it to Human Resources, who will investigate and provide a solution or explanation. If you need assistance with your complaint, or you prefer to make a complaint in person, contact Human Resources. We encourage you to bring the matter to Human Resources as soon as possible after you believe that your immediate supervisor has failed to resolve it.
- If the problem is not resolved, you may present the problem in writing to the Artistic Director of the Company, who will attempt to reach a final resolution. If you need assistance with the written complaint, contact Human Resources for help.

This procedure, which we believe is important for both you and the Company, cannot guarantee that every problem will be resolved to your satisfaction. However, the Company values your observations and you should feel free to raise issues of concern, in good faith, without the fear of retaliation.

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## **1.6. Personnel Records**

You have a right to inspect or receive a copy of the personnel records that the Company maintains relating to your performance or to any grievance concerning you. Certain documents may be excluded or redacted from your personnel file by law, and there are legal limitations to the number of request that can be made.

An employee wishing to review or receive a copy of their personnel file must complete submit a written request to Human Resources.

You may designate a representative to conduct the inspection of the records or receive a copy of the records. However, any designated representative must be authorized by you in writing to inspect or receive a copy of the records. The Company may take reasonable steps to verify the identity of any representative you have designated in writing to inspect or receive a copy of your personnel records.

The records will be made available no later than 30 calendar days from the date the Company receives your written request to inspect or copy your personnel records (unless you/your representative and the Company mutually agree in writing to a date beyond 30 calendar days but no later than 35 calendar days from receipt of the written request).

If you request a copy of the contents of your file, you will be charged the actual cost of copying. Disclosure of personnel information to outside sources, other than your designated representative, will be limited. However, the Company will cooperate with request from authorized law enforcement or local, state, or federal agencies conducting official investigations and as otherwise legally required.

## **1.7. Change of Personal Information**

It is important that all personal information about each employee be up to date at all times. Employees must, therefore, immediately notify Human Resources **in writing** any time their address, telephone number, name, emergency contact, or other personal information changes. The Company is not responsible for lost mail or correspondence (including e-mail) that is not received so employees should confirm that a change of personal information such as address change has been received by Human Resources.

## **1.8. Outside Employment or Activities**

Employees' outside activities must not conflict with the interests of the Company, nor can such activities negatively affect employees' job performance or infringe upon time required by employees to perform their jobs. Outside activities include self-employment, employment by others, consulting, educational pursuits, board memberships, investments, and financial or business transactions. Although these activities are not discouraged and, in fact may be encouraged, employees should discuss them with their supervisor and the Artistic Director prior to engaging in them.

There are some outside activities that are prohibited. Unless otherwise permitted under written agreement with the Company, employees may not, while employed at the Company: compete with the Company, either directly or indirectly, by working for themselves or for a competitor of the Company; accept consulting assignments that are competitive with the Company and/or perform services generally available through the Company or that give the appearance that employees are acting as an agent for the Company when they are not, in fact, acting on behalf of the Company. In addition, employees may not promote or conduct their own business enterprise at any time during working hours, on Company premises, or at any time while representing the Company; use Company resources, phones, computers, or any Company property to promote or conduct their own business enterprise; and/or use the Company name as part of any outside promotional campaign or other business endeavor without express knowledge and written approval of the Artistic Director. Employees also may not act as board members for, or have other business relations with, current or potential competitors, clients or vendors of the Company without prior written permission by the Company. Employees must report any stock or other financial interest, held by themselves or their family members, in excess of 1% of the worth of any present or potential competitor, customer, or supplier of the Company. The Company's workers' compensation coverage may not provide benefits for injuries or illnesses occurring from, or arising out of, outside activities.

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To avoid conflicts of interest, employees who wish to engage in additional employment must submit a request to the Artistic Director. The Company shall not provide workers' compensation coverage or any other benefit for injuries occurring from or arising out of additional employment.

Employees are to conduct Company business while at work. Employees may not conduct personal business or business for another employer during their scheduled working hours if it interferes with Company business. The Company understands that employees may need to conduct occasional personal business, but such personal business should be limited and not while performing job duties, emergencies excepted.

### **1.9. Conflicts of Interest**

Employees must avoid entering into transactions where it may appear that they are improperly benefiting from their employment with the Company. In general, a "conflict of interest" describes any situation in which the employee's own interest may influence the way the employee handles Company business. This includes the use of an employee's position or relationship with Los Angeles Ballet Academy for personal profit or advantage, either directly or indirectly. Situations that may involve a conflict of interest between personal interests and the interests of the Company must be discussed with the Artistic Director in order to protect the employee and Los Angeles Ballet Academy, and obtain written approval of such activities.

Employees must not engage in any conduct that would create an actual or potential conflict of interest or create the appearance of such a conflict. While it is impossible to list every circumstance that may create a possible conflict of interest, the following should serve as a guide to the types of activities that may cause such a conflict:

1. Having a direct or indirect financial or ownership interest in an outside concern that does business with or is a competitor of Los Angeles Ballet Academy
2. Providing services to a competitor of Los Angeles Ballet Academy except with the knowledge and written consent of the Artistic Director.
3. Soliciting business for any individual or another entity, redirecting business away from Los Angeles Ballet Academy, or interfering with any Los Angeles Ballet Academy contractual relations or business dealings.
4. Accepting or giving gifts or gratuities of more than a reasonable token value, loans, excessive entertainment, or other substantial favors from or to any person or outside concern, which does or is seeking to do business with, or is a competitor of Los Angeles Ballet Academy
5. Disclosing or using confidential information relating to Los Angeles Ballet Academy for personal profit, advantage, or any other reason outside of business necessity while working for Los Angeles Ballet Academy. This does not pertain to employees discussing or disclosing their own wages or salaries as well as working conditions with others.
6. Engaging in a supervisor-subordinate or co-worker romantic relationship that can result in favoritism, morale problems, or possible claims of sexual harassment.

This list is not intended to be used as a substitute for good judgment. If you find yourself in a relationship or situation that may possibly give rise to a conflict of interest, you must make an immediate disclosure to the Artistic Director in order to protect the interests of both the Company and yourself. If the existence of any conflict of interest is determined, the Company will take appropriate corrective action. Failure to disclose a conflict of interest and any relevant facts may result in disciplinary action, up to and including termination.

### **1.10. Confidentiality**

All employees must treat any information relating to the business of Los Angeles Ballet Academy, including but not limited to, any of its activities, projects, employees, or clients as confidential, and not divulge or disclose any of this information to outside parties, including family, friends, competitors, or others, without the prior written consent of the Artistic Director. All such information must be kept completely confidential during, and subsequent to, employment with Los Angeles Ballet Academy.

Because employees will gain knowledge of Los Angeles Ballet Academy's business affairs, clients and methods, including, but not limited to, the Company's computer systems, techniques and processes devised and used by Los Angeles Ballet Academy at the Company's expense, all records, notes, files, memoranda, reports, tapes, disks and other tangible expressions and all copies of such records relating to Los Angeles Ballet Academy'



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business prepared by employees or disclosed to employees will remain the sole and exclusive property of Los Angeles Ballet Academy.

## **1.11. Termination of Employment**

### **1.11.1. Voluntary Termination**

When an employee resigns for personal reasons, the separation is considered voluntary. If you should decide to voluntarily resign your position, please give advance written notice when possible, and please include **all** of the reasons for your resignation to your Supervisor. An employee who quits or resigns is to notify his or her Supervisor and not another co-worker about his or her resignation. Generally, at least two weeks' notice is requested.

Employees are expected to return to work as soon as practicable following any leave of absence and to communicate with the Company to provide status updates as practicable.

### **1.11.2. Involuntary Termination**

An involuntary termination is one that is initiated by the Company. Discharge is an involuntary termination that is initiated by the Company for any reason other than reduction in force. A layoff is an involuntary termination that is initiated by the Company as a result of reorganization, position elimination or declining operations.

### **1.11.3. Final Pay**

All wages or salary due employees involved in an involuntary termination will be paid on the last day of employment. All final wages or salary due employees voluntarily terminating their employment will be paid on the last day worked, providing the employee gave the Company at least 72 hours' notice of his or her intent to resign. If an employee resigns without notice, the Company will have the employee's final pay ready for the departing employee within 72 hours of the time that the employee first notified the Company of his or her resignation.

### **1.11.4. Return of Company Issued Property**

It is the responsibility of any terminated employee to promptly return all Company property. All such property, including, but not limited to, any keys, uniforms, I.D. badges, employee Handbook, manuals, documents, and other items that you may have in your possession, must be returned on or before the last day of work.

## **2. BENEFITS**

### **2.1. Communication of Employee Programs**

All employees will receive information regarding employee programs upon hire or the institution of new or different programs, and from the Employee Handbook. If you have any questions regarding these matters, you should direct your questions or concerns to Human Resources who will be available to assist you. Employees will be notified of any changes in employee programs at employee meetings.

### **2.2. Holidays**

Los Angeles Ballet Academy is closed on the following Holidays: New Year's Day, Spring Break (dates to be provided), Memorial Day, Thanksgiving and Christmas. Non-exempt employees will not be provided with holiday pay.

Any employee who wants to take time off from work for holidays such as Martin Luther King, Jr. Day, Presidents Day, Day after Thanksgiving, Christmas Eve, or New Year's Eve must obtain *advance approval* from the employee's Supervisor at least 30 days *before* taking the day off from work.

#### **2.2.1. Religious Holiday**

In order to reasonably accommodate the religious needs of employees, time off for religious observances may be taken without pay. Employees must give reasonable advance notice in writing to their Supervisor and obtain prior approval so that that another employee may be assigned, if required, to the work being performed by the employee requesting the time off. Reasonable notice is considered to be a minimum of seven (7) consecutive calendar days.

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### **2.3. Paid Sick Leave**

The Company will provide paid sick leave to employees the City of Los Angeles' sick leave requirements. This paid sick leave policy is intended to comply with the requirements of City's requirements.

For employees who work in the City of Los Angeles who are eligible for paid sick time under the general Paid Sick Time policy and/or any other applicable sick time/leave law or ordinance, this policy applies solely to the extent it provides greater benefits/rights on any specific issue or issues than the general Paid Sick Time policy and/or any other applicable sick time/leave law or ordinance.

Employees cannot be discriminated or retaliated against for requesting or using paid sick time. Employees may file a complaint with the California Labor Commissioner or the appropriate City designated administrative agency against an employer who retaliates or discriminates against the employee.

If you have any questions about paid sick leave, please contact your supervisor or Human Resources.

#### **Eligible Employees**

All employees, including part-time and temporary employees, who perform at least two hours of work in a particular week in the City of Los Angeles for the Company for 30 days or more within a year from the start of their employment will be entitled to sick leave under this policy.

However, employees are not eligible to take paid sick time until they have worked for the Company for 90 days from their date of hire.

#### **Sick Pay Grant**

Eligible employees will receive sick leave as follows:

- Eligible employees will receive a lump sum of 48 hours or 6 days (whichever is greater) of paid sick time on their first day of employment with the company, and annually thereafter on August 1 of each year.
- Sick pay not used during the year will carry over, up to a maximum amount of 72 hours , up to a total of 72 hours.
- Employees cannot use sick pay until the 90<sup>th</sup> day of employment.
- The maximum amount of Los Angeles Paid Sick Leave an employee is allowed to use in each year of employment is 48 hours, regardless of how much Los Angeles Paid Sick Leave has carried over.

#### **Payment**

Eligible employees will receive payment for paid sick leave, at their normal base rate of pay unless otherwise required by applicable law, by the next regular payroll period after the leave was taken, and in no event will the rate of pay be less than the Los Angeles or California minimum wage, whichever is higher.

Use of paid sick leave is not considered hours worked for purposes of calculating overtime.

#### **Separation and Re-Hire**

The Company does not pay employees for unused paid sick leave at the time of their separation. Employees who are rehired within one year of separation from employment will have their accrued but unused sick leave time reinstated at their time of rehire.

#### **Limit on Amount of Paid Sick Leave That Can Be Taken Each Year**

The maximum amount of paid sick time an employee is allowed to use in each year of employment is 48 hours or six days (whichever is greater).

If an employee is still absent and has used up all of their sick days, any additional time off , if granted, will be unpaid. An exception to this is that exempt employees who take additional sick time in an increment that is less than one full day will be paid their normal salary for that day.

#### **Qualifying Reasons for Paid Sick Leave**

Paid sick leave must be used in a minimum increment of two (2) hours. Employees cannot use more than 48 hours of paid sick leave per year.

An employee's use of paid sick time may run concurrently with other leaves under federal, state, and local law.

Sick days are meant to protect against loss of wages due to illness or other covered issues. They are not to be considered a paid time off benefit to be taken for vacation or recreation purposes.

Paid sick leave may be used for the following reasons:

- A. For diagnosis, care or treatment of an existing health condition of, or preventive care for, an employee or an employee's family member (meaning a child, including a biological, adopted or foster child, stepchild, legal ward or a child to whom the employee stands in loco parentis, all regardless of age or dependency status; spouse; registered domestic partner; parent, including biological, adoptive or foster parent, stepparent or legal guardian of an employee or the employee's spouse or registered domestic partner or a person who stood in loco parentis when the employee was a minor child; grandparent; grandchild; sibling; or any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship); or
- B. For an employee who is a victim of domestic violence, sexual assault or stalking:
  1. to obtain or attempt to obtain a temporary restraining order, restraining order or other injunctive relief;
  2. to help ensure the health, safety or welfare of the victim or the victim's child;
  3. to seek medical attention for injuries caused by domestic violence, sexual assault or stalking;
  4. to obtain services from a domestic violence shelter, program or rape crisis center as a result of domestic violence, sexual assault or stalking;
  5. to obtain psychological counseling related to an experience of domestic violence, sexual assault or stalking; or
  6. to participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault or stalking, including temporary or permanent relocation.
- C. Any other reason required by applicable law.

The Company will assume absences for covered reasons are requests for earned sick leave, and therefore deductions from paid sick leave accruals will be applied against earned sick leave balances consistent with this policy unless employees advise Human Resources otherwise.

### **Notice and Documentation**

If the need for paid sick leave is foreseeable, employees shall provide advance oral or written notification to their supervisor or Human Resources. If the need for paid sick leave is not foreseeable, employees shall provide notice to their supervisor or Human Resources as soon as practicable. Employees are expected to return to work as soon as possible. Please notify your supervisor or Human Resources upon your return to work so that your use of paid sick leave can be appropriately documented.

Verification by a physician as to the extent of an illness may be requested by the employee's supervisor in compliance with city, state and federal law. The same verification rights may be exercised to assure that the employee is fit to return.

## **2.4. Tuition Reimbursement / Taking Classes / Private Classes**

### **2.4.1. Tuition Reimbursement**

For employees whose children attend Los Angeles Ballet Academy, the following benefits will be conferred upon the employee. These benefits are subject to change at the discretion of the Artistic Director on appropriate notice to Employees. For teachers who are employed by Company for less than two (2) years the Company will pay fifty (50) percent of base tuition. For teachers who are employed by Company for two (2) years or more the Company will pay one hundred (100) percent of base tuition. Front desk employees whose children attend the Academy will receive twenty (20) percent discount off of tuition. Additionally, after two years of consecutive employment, employees will be offered a twenty five (25) percent discount for Master Classes and Summer Intensive programs.

In addition, all employees without regard to tenure will need to pay dues for any Company team their child/ren participate in. Also all private lessons, exam fees, recital costume fees and competition entry fees will need to be paid for by the employee. Further any additional Master Classes outside of team classes will be discounted by 25% of the general fee paid by non-employees.

### **2.4.2 Taking Class**

All employees are encouraged to take class at Los Angeles Ballet Academy. Teachers are permitted to take class without charge. If you have any questions about this benefit, please contact the Artistic Director.

### **2.4.3 Private lessons**

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All private lessons must go through the Artistic Director or the Division Head. Teachers must clear their private lessons before booking them. Group privates or extra lessons for exams will be arranged as needed. Teachers may not book privates or accept money without it being put on the Calendar or approved by the director.

## **2.5. Workers' Compensation**

The Company carries workers compensation insurance coverage as required by law to protect employees who are injured on the job. This insurance provides medical, surgical, and hospital treatment in addition to payment for loss of earnings that result from work-related injuries. The cost of this coverage is paid completely by the Company.

If you are injured while working, you must report it immediately to your supervisor or manager, regardless of how minor the injury may appear. Any manager to whom an injury is reported must immediately contact the Artistic Director. Employees who have any questions on this policy or worker compensation related matters should contact Human Resources for more information.

## **2.6. Paid Family Leave Benefits**

Paid family leave ("PFL") is California's state-sponsored insurance program within the SDI program and is funded through mandatory employee contributions. It provides eligible California employees with partial wage replacement for up to 8 weeks in a 12-month period while absent from work for the following reasons: (1) to care for a seriously ill or injured child, spouse, parent, domestic partner, grandparent, grandchild, sibling or parent-in-law; (2) for bonding with a new child within one year of the birth or placement of the child in connection with adoption or foster care; or (3) because of a qualifying exigency arising out of the covered active duty, a call to covered active military duty, or notification of an impending call or order to covered active military duty of the employee's spouse, domestic partner, child, or parent in the Armed Forces of the United States.

An employee who wishes to receive PFL benefits must submit an application with the California Employment Development Department. If the employee also wishes to take a leave of absence, the employee must follow the leave request procedures in the applicable leave of absence policy. The two procedures are independent of one another.

If an employee is eligible to take leave under the FMLA or CFRA, then PFL benefits will be provided concurrently with leave taken under those laws. However, PFL benefits do not create an additional leave entitlement. If an employee is not eligible for, or has exhausted their entitlement to, statutory leave under the FMLA or CFRA, there is no additional right to take leave under the PFL insurance program.

## **2.7. State Disability Insurance Benefits**

Employees are covered by California State Disability Insurance ("SDI"). Disability insurance is payable when an employee cannot work because of illness or injury unrelated to the employee's employment with the Company or when the employee is entitled to temporary workers' compensation at a rate less than the daily disability benefit amount. For more information regarding SDI, or to submit a claim for benefits, employees must contact the California Employment Development Department.

# **3. LEAVES OF ABSENCE**

## **3.1. Introduction**

The Company recognizes that circumstances beyond an employee's control may require absence from work for medical and other compelling reasons. Therefore, the Company has established guidelines in granting leaves of absence to assist employees during these periods. Unless otherwise provided by applicable law or specified below, leaves of absence are unpaid.

For information regarding the types of leave, eligibility for leave, and the length of leave normally authorized, see the individual descriptions of each type of leave that follow. Leaves of absences, other than those required

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by state, federal, or local law, will be considered upon request on a case by case basis, depending on business needs.

### 3.2. Pregnancy Disability Leave, Transfer and/or Reasonable Accommodation

If you are pregnant, have a related medical condition, or are recovering from childbirth, please review this policy. Any employee planning to take pregnancy disability leave should advise the personnel department as early as possible. The individual should make an appointment with Human Resources to discuss the following conditions:

- Duration of pregnancy disability leave will be determined by the advice of the employee's physician, but employees disabled by pregnancy may take up to four months of leave per pregnancy (the working days you normally would work in one-third of a year or 17 1/3 weeks). The four months of leave includes any period of time for actual disability caused by the employee's pregnancy, childbirth, or related medical condition. This includes leave for severe morning sickness and for prenatal care, doctor-ordered bed rest, as well as other reasons. Your healthcare provider determines how much time you need for your disability.
- The Company will also reasonably accommodate medical needs related to pregnancy, childbirth, or related conditions or temporarily transfer you to a less strenuous or hazardous position (where one is available) or duties if medically needed because of your pregnancy.
- Employees who need to take pregnancy disability must inform the Company when a leave is expected to begin and how long it will likely last. If the need for a leave, reasonable accommodation, or transfer is foreseeable (such as the expected birth of a child or a planned medical treatment for yourself), employees must provide at least 30 days advance notice before the pregnancy disability leave or transfer is to begin. Employees must consult with Human Resources regarding the scheduling of any planned medical treatment or supervision in order to minimize disruption to the operations of the Company. Any such scheduling is subject to the approval of the employee's health care provider;
- For emergencies or events that are unforeseeable, we need you to notify the Company, at least verbally, as soon as practical after you learn of the need for the leave.
- Failure to comply with these notice requirements may result in delay of leave, reasonable accommodation, or transfer;
- Pregnancy leave usually begins when ordered by the employee's physician. The employee must provide the Company with a written certification from a health care provider for need of PDL, reasonable accommodation or transfer. The certification must be returned no later than 15 calendar days after it is requested by the Company. Failure to do so may, in some circumstances, delay PDL leave, reasonable accommodation or transfer. Please see the personnel department for a medical certification form to give to your health provider.
- Before returning from pregnancy disability leave, or at the end of the transfer or reasonable accommodation period, employees will be required to submit a health care provider's verification of their fitness to return to work.
- An employee will be required to use accrued sick time (if otherwise eligible to take the time) during a pregnancy disability leave. An employee will be allowed to use accrued vacation or personal time (if otherwise eligible to take the time) during a pregnancy disability leave; and
- Leave does not need to be taken in one continuous period of time and may be taken intermittently, as needed. Leave may be taken in increments of one hour.

If intermittent leave or leave on a reduced work schedule is medically advisable the employee may, in some instances, be required to transfer temporarily to an available alternative position that meets the employee's needs. The alternative position need not consist of equivalent duties, but must have the equivalent rate of pay and benefits. The employee must be qualified for the position. The position must better accommodate the employee's leave requirements than her regular job. Transfer to an alternative position can include altering an existing job to better accommodate the employee's need for intermittent leave or a reduced work **schedule**.

Upon submission of a medical certification that an employee is able to return to work from a pregnancy disability leave, an employee will be reinstated to her same position held at the time the leave began or, in certain instances, to a comparable position, if available. There are limited exceptions to this policy. An employee returning from a pregnancy disability leave has no greater right to reinstatement than if the employee had been continuously employed.

Employees on pregnancy disability leave will be allowed to continue to participate in group health insurance coverage for up to a maximum of four months of disability leave (if such insurance was provided before the leave was taken) at the level and under the conditions that coverage would have been provided if the employee had continued in employment continuously for the duration of the leave. In some instances, an employer can recover from an employee premiums paid to maintain health coverage if the employee fails to

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return following pregnancy disability leave. PDL may impact other benefits or a seniority date. Please contact the personnel department for more information.

### **3.3. California Family and Medical Leave**

The Company provides eligible California employees with family and medical leave in accordance with the California Family Rights Act (CFRA). This policy provides an overview of the leave provided under the CFRA, but is not intended to diminish or increase any obligations or rights set forth under such law. Unless otherwise defined in this policy, the terms used in this policy have the meanings they are given under the CFRA.

#### **Employee Eligibility**

Eligible employees are those who:

- Work for an employer with 5 or more employees;
- Completed 12 months of service with the Company (the service need not be consecutive); and
- Worked at least 1250 hours during the 12-month period immediately preceding the requested leave.

#### **Qualifying Reasons for Leave**

Eligible employees may take leave for the following reasons:

- For the birth of the employee's child, or placement of a child with the employee for adoption or foster care;
- To care for the employee's spouse, domestic partner, child, child of a domestic partner, parent, parent-in-law, grandparent, grandchild, or sibling with serious health condition;
- For the employee's own serious health condition, which prevents the employee from performing the functions of the employee's position; or
- Because of a qualifying exigency arising out of the fact that the employee's spouse, domestic partner, child, or parent who is a covered military member is on covered active duty or call to covered duty status ("Military Exigency Leave").

"Qualifying exigencies" for Military Exigency Leave include: short-notice deployment; military events and related activities; childcare and school activities; financial and legal arrangements; counseling; rest and recuperation leaves; post-deployment activities; providing or arranging for certain parental care; other reasons as agreed upon between the Company and the employee; and any other reason provided by applicable law. Certain restrictions on leave may apply, depending upon the nature of the qualifying exigency.

#### **Amount of Leave**

A maximum of 12 workweeks of unpaid leave may be taken within a 12-month period for any qualifying reason for leave listed above. The 12-month period is measured forward from the first date the employee takes family and medical leave.

Employees disabled by pregnancy, childbirth or related medical conditions have certain rights to take a pregnancy disability leave separate from their right to a family and medical leave under CFRA. Once an employee is no longer disabled by pregnancy, the employee may request up to 12 weeks of unpaid leave under the CFRA to bond with her new child. If leave is taken to bond with a newborn, adopted or foster child, the employee must conclude the leave within 1 year of the child's birth, adoption, or placement.

If leave is taken for a serious health condition, the leave may be taken either in a block, or if medically necessary, on an intermittent or reduced schedule basis. Employees and supervisors are expected to work together to schedule leaves so as not to unduly disrupt the Company's operations. In most situations, an employee will continue in the employee's regular job. However, in certain circumstances, at the Company's discretion, employees may be temporarily assigned to an alternative position in order to better accommodate the reoccurring periods of leave. Employees will receive equivalent pay and benefits as they would have received in their regular job while in the temporary position.

All time off which qualifies as family and medical leave under applicable law will be counted against the employee's family and medical leave entitlement to the fullest extent permitted by law.

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## **Compensation During Leave**

Leaves granted under this policy are unpaid. However, employees may use any accrued paid sick leave or vacation (if applicable) during unpaid periods of leave in accordance with the Company's requirements under the paid leave benefits policy. In addition, an employee's own serious health condition may qualify the employee for wage replacement benefits under the California Disability Insurance (SDI) program, and employees on leave to care for a family member with a serious health condition may qualify for wage replacement benefits under the California's Paid Family Leave (PFL) program. Under certain circumstances an employee may qualify for workers' compensation insurance.

## **Benefits During Leave**

If employees are currently participating in a group health plan, they will continue to receive group health plan benefits during the leave for up to 12 weeks on the same terms and conditions as when working. The employee must continue to pay the employee's portion of premiums for group health plans while on leave. Failure to make timely payments may result in loss of coverage. Alternatively, if the Company voluntarily pays the employee's unpaid share of any benefit premiums so that it has the ability to reinstate the employee's coverage upon the employee's return from leave, the Company will recover such amounts from the employee's future wages. In addition, in some circumstances, an employee who does not return to work may be required to reimburse the Company for all premiums it paid during the leave.

Vacation (if applicable) will not accrue during unpaid portions of leave.

## **Return to Work**

Upon returning from family and medical leave, employees will be reinstated to the same or an equivalent position, with the same pay and benefits, except as permitted by law. Generally, employees whose leave does not exceed the approved period of leave or the maximum allowed under the law, will be reinstated to their former position or an equivalent position, unless returning to such a position would provide greater rights than the employee would have had if the employee had been continuously employed during the leave.

Failure to report to work on the first workday after the approved leave has expired, unless an extension of the leave is granted in writing, or falsification of any information submitted in connection with the leave, will result in termination of employment.

If the leave was taken due to the employee's own serious health condition, the Company will require certification from the employee's health care provider of the date the employee is able to resume work. The return-to-work certification must be provided to the Company on or before the date of the employee's return to work and is a condition of reinstatement.

## **Notification**

Employees must provide at least 30 days' advance notice for a foreseeable event (e.g., the expected birth of a child or a planned medical treatment). For events that are unforeseeable, employees must notify the Company as soon as practicable after they learn of the need for leave, but no later than 2 business days thereafter. Failure to comply with these notice rules may result in a delay or denial of the requested leave.

While written notice is not required, employees are requested to submit a request for leave in writing and to meet with Human Resources prior to commencing the leave where possible.

The employee must notify Human Resources of any changes in the status of the leave, the expected start date, or the expected return date. Any such requested changes are subject to approval by the Company.

## **Certification**

If the leave request is made because of an employee's serious health condition or the serious health condition of the employee's family member, the Company will require the employee to obtain a medical certification form signed by a licensed health care provider. The certification must include sufficient information to allow

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the Company to determine if the leave is requested for a qualifying reason, and the anticipated dates (or duration and frequency) of the requested leave.

If the need for leave may extend beyond the time covered by a certification, and additional leave is requested, the employee is required to provide the Company with an updated certification from the employee's health care provider. Certification for the extension shall be submitted prior to the expiration of the current certification. Failure to submit the updated certification in a timely fashion may result in the denial of an extension of the leave and, if the employee fails to return to work, the employee may be considered to have abandoned their employment with the Company.

To the fullest extent permitted by law, when an employee requests leave due to a qualifying military exigency, the Company will require the employee to provide a copy of the covered military member's active duty orders or other documentation issued by the military which indicates that the covered military member is on active duty or call to active duty status in support of a contingency operation, and the dates of the covered military member's active duty service. The Company also will require that such leave, because of a qualifying exigency, be supported by a certification from the employee that sets forth: (1) a statement or description of appropriate facts regarding the qualifying exigency for which the leave is requested; (2) the approximate date on which time off from work due to the qualifying exigency commenced or will commence; (3) the beginning and end dates for the employee's absence, or, where leave is requested on an intermittent or reduced schedule basis, an estimate of the frequency and duration of the qualifying exigency; and (4) if the qualifying exigency involves meeting with a third party, appropriate contact information for the individual or entity with whom the employee is meeting and a brief description of the purpose of the meeting.

All medical certifications and military exigency certifications must be provided within 15 days of being requested by the Company. If a certification is not provided within 15 days of the first request, the leave may be delayed or denied.

For employee's serious health conditions, the Company may require, at its own expense, a second opinion from a health care provider selected by the Company. If the second opinion differs from the first opinion, the Company may require, at its expense, the employee to obtain the opinion of a third health care provider designated or approved jointly by the employer and employee. The opinion of the third health care provider shall be considered final and binding on the Company and the employee.

### **3.4. Lactation Accommodation**

California employees have the right to, and the Company will provide, a reasonable amount of break time to accommodate an employee who desires to express breast milk for the employee's infant child each time the employee has the need to express milk. The break time will, if possible, run concurrently with any paid break time already provided to the employee. Break time for an employee that does not run concurrently with the rest time authorized for the employee will be unpaid unless the employee uses any available accrued paid time off benefit.

The Company employs fewer than fifty employees; therefore, it may be exempt from a requirement of applicable law described below if the requirement imposes an undue hardship by causing the Company significant difficulty or expense when considered in relation to the Company's size, financial resources, nature or structure of its business.

#### **Process for Requesting Lactation Accommodation**

To request lactation accommodation, employees must contact [INSERT JOB TITLE OR FUNCTION, e.g., Human Resources] to discuss the need for lactation accommodation.

The Company will review the situation with the employee to determine the appropriate lactation break periods and/or lactation location. The Company will make the accommodation required by applicable law. If there is more than one possible accommodation, the Company will decide which one will be provided.



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The Company will respond to an employee's request for lactation accommodation within five (5) business days of receiving the request. If the Company is unable to provide lactations breaks and/or a lactation location compliant with this policy and applicable law, the Company will inform the employee in writing of the basis upon which the Company has denied the request.

### **Lactation Location**

Employees will be provided with a space, room, or location, that is not a bathroom, in close proximity of their work area whose primary purpose is for the expressing of breast milk. The lactation location will be safe, clean, free of toxic or hazardous materials, and equipped with electricity or alternative devices, including, but not limited to, extension cords or charging stations, needed to operate an electric or battery-powered breast pump. The location will also have a place to sit, and a surface on which to place a breast pump and personal items. The lactation location will be shielded from public view and free from intrusion by co-workers and the public while the employee is expressing milk. Employees will not be required to use a bathroom for expressing breast milk. As required by law, the Company will provide access to a sink with running water in close proximity to the employee's workspace. It will also provide a refrigerator suitable for storing milk in close proximity to the employee's workspace. If a refrigerator cannot be provided, the Company may provide another cooling device suitable for storing milk, such as a Company-provided cooler.

Where a multi-purpose room is used for lactation, among other uses, the use of the room for lactation shall take precedence over other uses, but only for the time it is in use for lactation purposes.

### **Retaliation Prohibited**

The Company strictly prohibits retaliation against an employee for exercising or attempting to exercise their rights under this policy and applicable law. Employees have the right to file a complaint with the California Labor Commissioner for any violation of the right for lactation accommodation.

### **3.5. Jury Duty**

The Company encourages employees to serve on jury selection or jury duty when called. A non-exempt employee who is called to perform jury duty shall be given unpaid leave. If applicable, employees may use available accrued vacation during the period of their jury duty. Exempt employees will be paid in accordance with applicable law. Employees should notify their supervisor of the need for time off for jury duty as soon as a notice or summons from the court is received. Non-exempt employees are expected to report to work whenever the court schedule permits. Exempt employees must obtain authorization from their supervisor to work during periods of jury duty. Employees may be requested to provide written verification from the court clerk of having served. Any mileage allowance, fee, etc. paid by the court for jury services may be retained by you.

### **3.6. Military Leave**

Military leaves are available to employees who enter, voluntarily or involuntarily, the Armed Forces of the United States, including the National Guard, the state military forces, or the reserve components of the same, to participate in active or inactive duty or training. Time off is also permitted for an examination to determine one's fitness for duty in any of the military forces. Such leave will be granted in accordance with applicable state and federal law, and employees returning from military leave will be reinstated in accordance with applicable law. Vacation (if applicable) does not accrue during military leave. Unless prohibited by military necessity, employees must notify the Company of your need for leave, indicating the date of departure and return, as far in advance as possible. Upon return, employees must furnish evidence verifying the dates of their military service.

For further information about employee rights and obligations regarding military leave or to request a military leave, please contact Human Resources.

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### **3.7. Parental Leave for School Visits**

Parents or guardians are entitled to unpaid time off, upon reasonable notice, when required to appear at their child's school because the child has been suspended for certain offenses related to disruption of school activities or use of obscenities, vulgarity, or profanity.

Documentation from the school or childcare provider verifying the employee's attendance may be required.

### **3.8. Crime/Abuse Victim Leave**

Unpaid time off is available to any employee who is a victim of crime or abuse (as defined by applicable law), including a victim of domestic violence, sexual assault or stalking, for the purposes of:

- Attending judicial proceedings related to the crime;
- Appearing in court to obtain or attempt to obtain any relief, including but not limited to a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the victim or their child.

In addition, employees who are immediate family members of a crime victim (spouse, child, parent, registered domestic partner, or child of the victim's domestic partner), may take unpaid time off work to attend judicial proceedings related to the crime.

Employees should provide reasonable advance notice of their intent to take time off when possible; otherwise, they must provide, within a reasonable time, documentation that reasonably verifies that the crime or abuse occurred. Employees may elect to use any paid time off benefits they may have available to them during crime victim leave, or if they have none, they may take the time off without pay.

The Company will also provide reasonable accommodation to known victims of crime or abuse who request accommodation for their safety while at work, unless doing so would create an undue hardship. Reasonable accommodations may include the implementation of safety measures, including but not limited to:

- Transfer, reassignment, or modified schedule;
- Changed work telephone or workstation;
- Installation of locks;
- Assistance in documenting domestic violence, sexual assault, stalking, or other crime that occurs in the workplace;
- Implementation of safety procedures;
- Other adjustment to a job structure, workplace facility, or work requirements; or
- Referral to a victim assistance organization.

To request an accommodation, employees should contact Human Resources and provide a written statement signed by the employee or an individual acting on the employee's behalf, certifying that the accommodation is for an authorized purpose. The Company will engage in a timely, good faith, and interactive process with the employee and will consider any exigent circumstance or danger facing the employee to determine effective reasonable accommodations, if any. Any information provided to the Company identifying the employee as a victim of crime or abuse will be maintained as confidential and will not be disclosed except as required by law or as necessary to protect the employee's safety in the workplace. The employee will be given notice of any authorized disclosure.

The Company will not discriminate or retaliate against an employee because of the employee's known status as a victim of crime or abuse, including domestic violence, sexual assault, or stalking), or for exercising their rights under this policy or applicable law.

### **3.9. Voting**

The Company accommodates flexible scheduling for employees on election days. The Company will also allow up to two hours of paid time off to vote if the employee is unable to vote before or after working hours.

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Where possible, the employee shall give their supervisor at least two days' notice in advance of need for time off to vote.

### **3.10. Witness Duty**

An employee subpoenaed or otherwise requested to testify as a witness by the Company will receive paid time off for the entire period of witness duty. Employees will be granted unpaid time off to appear in court as a witness when subpoenaed to do so by a party other than the Company. Employees may elect to use available accrued vacation (if applicable) during the period of their witness duty.

### **3.11. Work-Related Leave**

In case of work-related injuries, employees are entitled to receive leave and benefits in accordance with applicable law. An employee who suffers an injury while on the job must report it immediately to the employee's immediate supervisor and Human Resources. Employees must also provide the Company with a signed written notice of the injury or illness within 30 days of the injury. This notice may be in the form of the employee's workers' compensation claim form.

If an employee expects to be absent for more than one day, the employee must submit a medical certification that confirms the employee is not able to work and provides an estimated return to work date. Employees on leave for a work-related injury are required to provide the Company with monthly notices of their status or change in status, or their intention to return to work. Failure to provide such information may result in disciplinary action. The period of leave for a work-related injury will run concurrently with family and medical leave to the maximum extent permitted by law.

Unless otherwise required by law, benefit accruals such as vacation (if applicable) and sick pay will be suspended during leave and will resume only upon the employee's return to active employment. During periods of leave for a work-related injury, if an employee participates in a group health plan, the portion of health insurance premiums that are normally paid by the Company will continue to be paid by the Company for a period not to exceed twelve (12) weeks. If applicable, the employee must continue to pay the employee's portion of premiums for group health plans while on leave. Failure to make timely payments may result in loss of coverage in accordance with applicable law.

If the employee fails to make timely payments, and the Company permits the coverage to continue, the Company will recover such amounts from the employee's future wages in accordance with applicable law and in a manner to be determined by the Company. The manner of recovery of the premium payment may include, but is not limited to, a lump sum premium deduction from wages upon the employee's return from leave for the full amount of premiums due and/or installment premium deductions made over time from the employee's wages until the premiums are repaid in full. In addition, in some circumstances, an employee who does not return to work may be required to reimburse the Company for all premiums it paid during the leave.

After the twelve (12) weeks of employer-provided health benefit coverage (if applicable), an employee may continue benefits pursuant to COBRA at the employee's expense. When the employee returns from leave, benefits, including health insurance benefits if applicable, will be provided by the Company subject to the terms, conditions, and eligibility requirements of the applicable plans and the requirements of applicable law.

At the conclusion of the leave, an employee must furnish a statement from the employee's health care provider stating that the employee is released to return to work, with or without restrictions. An employee is expected to return to work on the first date that the employee is released to return. Failure to return to work at such time may subject an employee to discipline, up to and including termination.

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## **4. HOURS OF WORK AND PAYROLL PRACTICES**

### **4.1. Work Schedules and Job Assignments**

Normal business hours vary depending upon our business requirements. Company management determines scheduled work hours for individual employees. Employees may be required to work after normal working hours or on weekends or holidays as determined by workloads and business requirements. Various factors such as workloads, operational efficiency, and staffing needs may require variations in an employee's starting and ending times and total hours worked each workday or workweek. Your Supervisor, as far in advance as practical, will announce changes in your work schedule. Employees are to check with their Supervisor regarding their individual work schedules. The Company reserves the right to assign employees to jobs, shifts, and locations other than their usual assignments when required with or without notice.

### **4.2. Hours of Work**

The daily and weekly work schedules may vary and the actual hours of starting and ending a shift may change from time to time to meet the varying conditions of the business.

#### **4.2.1. Overtime Pay for Non-Exempt Employees**

Employees may be required to work overtime as necessary. The Company will attempt to distribute overtime evenly and accommodate individual schedules. All overtime work must be previously authorized by a supervisor. Supervisors are responsible for monitoring business activity and requesting overtime work if it is necessary. Effort will be made to provide employees with adequate advance notice in such situations. The Company provides compensation for all overtime hours worked by non-exempt employees in accordance with state and federal law as follows:

- All hours worked in excess of eight hours in one workday or 40 hours in one workweek will be treated as overtime. A workday begins at 12:01 a.m. and ends at 12:00 midnight.
- Compensation for hours in excess of 40 for the workweek, or in excess of eight and not more than 12 for the workday, and for the first eight hours on the seventh consecutive day of work in one workweek, shall be paid at a rate one and one-half times the employee's regular rate of pay;
- Compensation for hours in excess of 12 in one workday and in excess of eight on the seventh consecutive workday in a workweek shall be paid at double the regular rate of pay; and
- Exempt employees may have to work hours beyond their normal schedules as work demands require. No overtime compensation will be paid to exempt employees.

Only those hours that are actually worked will be included when determining a non-exempt employee's overtime pay. Compensated sick and vacation time (if applicable), for example, are not hours worked and are therefore not counted in making overtime calculations. For the purpose of calculating an employee's hours that are eligible for overtime.

#### **4.2.2. Meal Periods**

All nonexempt employees will be provided an uninterrupted unpaid meal period of at least 30 minutes if they work more than five (5) hours in a workday. You must clock out for your meal period. You will be permitted a reasonable opportunity to take this meal period, and you will be relieved of all duty. During your meal period, you are free to come and go as you please and are free to leave the premises. You are expected to return to work promptly at the end of any meal period.

If your total work period for the day is more than five hours per day but no more than six hours, you may waive the meal period. This cannot be done without the mutual consent of you and your supervisor. You must discuss any such waiver with your supervisor in advance and must be in writing .

##### **4.2.2.1.1. Timing of Meal Period**

Your meal period will be provided no later than the end of your fifth hour of work. For example, if you begin work at 8:00 a.m., you must start your meal period by 12:59 p.m. (which is before the end of your fifth hour of work).

Your meal period will be scheduled by your supervisor.

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#### **4.2.2.1.2. Second Meal Period**

If you work more than 10 hours in a day, you will be provided a second, unpaid meal period of at least 30 minutes. Again, you must clock out for your meal period. You will be permitted a reasonable opportunity to take this meal period, and you will be relieved of all duty. There will be no control over your activities during your meal period. During your meal period, you are free to leave the premises and are free to come and go as you please. You are expected to return to work promptly at the end of any meal period.

Depending on the circumstances, you may be able to waive your second meal period if you took the first meal period and if your total hours worked for the day is no more than twelve hours. This cannot be done without the mutual consent of you and your supervisor and must be in writing. You must discuss any such waiver with your supervisor in advance.

#### **4.2.2.1.3. Timing of Second Meal Period**

This second meal period will be provided no later than the end of your 10th hour of work.

Your second meal period will be scheduled by your supervisor.

#### **4.2.2.1.4. Recording Meal Periods**

You must clock out for any meal period and record the start and end of the meal period.

Employees are not allowed to work "off the clock." All work time must be accurately reported on your time record.

### **4.2.3. Rest Breaks**

All nonexempt employees who work a shift of at least three and a half hours are entitled to uninterrupted rest break periods during their workday as described below. If you are a nonexempt employee who works three and a half hours or more, you will be paid for all such break periods, and you will not clock out. If a non-exempt employee does not work at least three and a half hours, they are not entitled to a paid rest break.

#### **4.2.3.1.1. Number of Rest Breaks**

You will be authorized and permitted one (1) 10-minute net rest break for every four (4) hours you work (or major fraction thereof, which is defined as any amount of time over three and a half hours). A rest break is not authorized for employees whose total daily work time is less than three and one half (3.5) hours.

You will be relieved of all duty during your rest break periods. You are free to come and go as you please and are free to leave the premises. You are expected to return to work promptly at the end of any rest break.

If you work a shift from three and one-half (3.5) to six (6) hours in length you will be entitled to one (1) ten-minute rest break. If you work more than six (6) hours and up to 10 hours, you will be entitled to two (2) ten-minute rest breaks. If you work more than 10 hours and up to 14 hours, you will be entitled to three (3) ten-minute rest breaks.

For shifts in excess of 14 hours, you will continue to be entitled to additional paid 10-minute rest breaks for every four (4) hours you work, or major fraction thereof.

#### **4.2.3.1.2. Timing of Rest Breaks**

You are authorized and permitted to take a rest break in the middle of each four hour work period.

There may be practical considerations that make this general timing infeasible and that require the Company to deviate from this general rule. You will be informed if there are practical considerations that make this timing infeasible.

Your rest break will be scheduled by your supervisor.

### **4.2.4. Complaint Procedure and Reporting Missed Meal and Rest Periods**

If for any reason you are not provided a rest break or meal period in accordance with our policy, or if you are in any way directed, discouraged, or impeded from taking a required rest break or meal period under this policy or from taking the full amount of time allotted to you, please immediately notify Human Resources, which will undertake a prompt, thorough investigation of any such complaints and take appropriate corrective action where necessary.

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Anytime you miss a meal period that was provided to you (or you work any portion of a provided meal period), you will be required to report to Human Resources and document the reason for the missed meal period or time worked.

Please also refer to the Company's Timekeeping Policy.

#### **4.3. Timekeeping Requirements**

The Company is required to maintain time records for all hours worked by non-exempt employees in accordance with applicable federal and state wage and hour laws. If you are a non-exempt employee, you are responsible for maintaining an accurate record of your hours worked by using the automated timekeeping system.

You must record the time when you start to work, begin and end your meal period, and leave at the end of your work shift for each day as well as record the time whenever you leave the premises for any reason other than for Company business

Non-exempt employees are to complete their timesheets on a daily basis by using the automated timekeeping system or manual timesheets, and submit them on a weekly basis as directed by your supervisor in order to properly process payroll. All regular and overtime hours must be recorded on your time record. Be sure to notify Human Resources as to any adjustments such as any absences, sick leave or personal time off that occur during the workweek. Following the end of the pay period, your timesheet will be reviewed and verified by management in order to properly process payroll. ***Failure to follow the timekeeping procedure may result in a delay in processing an employee's paycheck or an error on an employee's paycheck, and any adjustments required may not be made until the following pay period.***

Under no circumstances may you record time on another employee's timesheet. You must complete only your own timesheet. All-time records must be completed accurately. No non-exempt employee is permitted to "work off the clock" or otherwise not record the actual time worked. If you make an error when completing your timesheet or there are any inaccuracies on your timesheet, you must immediately report it to Human Resources.

Your timesheet is an official legal document and a personal certification of all hours worked; and, therefore, must be accurately maintained. Violating or disregarding the timekeeping procedure, or falsifying or altering your timesheet may result in disciplinary action, up to and including termination of employment.

Any errors on your timecard should be reported immediately to your supervisor.

Please also refer to the Company's Meal and Rest Break Policy.

#### **4.4. Workweek and Pay Periods**

For payroll purposes, the workweek for all employees begins at 12:01 a.m. on Sunday and ends at 12:00 midnight on the following Saturday. The hours and days of work for individual employees may vary by department or individual assignment according to the needs of the Company.

Generally, wages are paid on a bi-weekly basis. Paydays are on every other Thursday for the pay period ending on the prior Saturday. Employees may arrange to have their paycheck directly deposited into their bank account by completing and submitting the appropriate form, along with a voided check or other required documentation from their bank, to the payroll department. If a regular payday falls on a day that the company is closed, employees will be paid on the preceding workday. Paychecks will not be given to anyone other than employees except with their prior written authorization to a designated person. Employees are expected to report any errors in a paycheck to Human Resources. The Company does not permit any wage or salary advances to any employee.

#### **4.5. Mandatory Meetings and Training**

From time to time, Los Angeles Ballet Academy may conduct meetings and training sessions in which employees are required to attend. The Company will pay non-exempt employees for attending meetings, lectures, and training programs that are conducted outside the employee's regularly scheduled working hours, in accordance with applicable wage and hour laws.

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#### **4.6. Reporting to Work Pay**

The Company will comply with all applicable regulations regarding reporting time pay for non-exempt employees. Employees will be paid for at least half of their scheduled hours, with a minimum of two hours and a maximum of four hours of pay if report to work and are involuntarily sent home.

The Company will not pay employees for reporting under the following circumstances:

- Interruption of work because of the failure of any or all public utilities; or
- Interruption of work because of natural causes or other circumstances beyond the Company's power to control.

#### **4.7. Reimbursement of Business Expenses**

Certain employees may incur business expenses in the course of their duties. You must be authorized in advance to incur business expenses and all such expenditures must be documented on an expense report that is submitted to the Artistic Director for review and approval. All original receipts for expenses are to be attached to your expense report with an explanation as to the nature of the expense and are to be submitted by the employee within 30 days from incurring such expenses. In the case of promotional or entertainment expenditure, which is to be preapproved by the Artistic Director the names of the persons and the business purpose for the meeting must be included.

If you have specific authorization by the Company to use your own vehicle on Company business, the Company offers a gas allowance of \$20 per day for any work-related travel that is at least fifteen miles away from the studio. The Company will also reimburse for parking. Additionally, the Company will provide a \$25 per day per diem for any overnight travel. If reasonably necessary business expenses exceed these amounts, please contact the Artistic Director and provide appropriate documentation.

The Company must approve all expenses, including meals, airline travel or hotel reservations, before they are incurred. Expenses will be paid by the employee and reimbursed upon submitting an expense report and receipts, unless a travel advance or other arrangements have been made. Employees are expected to exercise restraint and good judgment when incurring expenses, and must adhere to the budget on travel reimbursement allowances that applies to employees when traveling on Company business. If you have any questions regarding how your particular expenses should be handled, please check with the Artistic Director before incurring the expenses.

## **5. EMPLOYEE CONDUCT AND WORKING CONDITIONS**

### **5.1. Employee Suggestions and Questions**

The Company promotes an "Open Door" policy and encourages its employees to express their views on policies, practices or working conditions, either verbally or preferably in writing. We are always looking for better ways of operating our business, serving our clients, and helping our employees to be successful in their jobs. Employees who have ideas for improving our business or doing a job more effectively and efficiently should give their suggestions to their supervisor or Human Resources who will forward them to the Artistic Director. Anonymous suggestions may be submitted to Human Resources or the Artistic Director.

### **5.2. Workplace Privacy**

Employees may not use any audio or video recording devices in work areas or in the course of conducting business. The Company uses or may use video surveillance in public areas (not in restrooms, locker rooms or changing areas).

For quality control purposes only, certain telephone conversations between employees and auditors posing as customers may be recorded.

### **5.3. Guidelines for Employee Conduct**

We expect all employees to observe certain behavior while at work. As with all businesses, Los Angeles Ballet Academy considers certain conduct inappropriate and unacceptable. It is not possible or practical to list every type of conduct that is inappropriate. However, in order to provide employees with some guidance concerning unacceptable behavior, set forth below are examples of conduct that should not take place in the work environment. This list should not be considered as all-inclusive.

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These conduct guidelines do not in any way modify the at-will employment policy of the Company, which permits either the employee or the Company to terminate the employment relationship at-will, at any time, with or without cause or notice. Without waiving the foregoing, and to provide employees with guidelines concerning management's expectations of appropriate employee behavior, the following are examples of unacceptable conduct that will normally result in discipline up to and including termination of employment. This is not an exclusive list:

1. Obtaining employment based on false or misleading information, or falsifying information or making material omissions in any Company documents or records.
2. Malicious or willful destruction or damage to Company property or supplies, or to the property belonging to another employee, a client, a supplier or a visitor.
3. Theft or unauthorized removal of property from Company premises or the premises of a client that belongs to or is in the possession of Company, another employee, a client, a supplier or a visitor.
4. Misappropriation or unauthorized use of money, credit, property or equipment of Company or belonging to another employee, a client, a supplier, or a visitor.
5. Dishonesty of any kind including asking another employee to lie, withholding the truth from management, or falsifying timesheets or any company documents or files.
6. Offering or accepting kickbacks or bribes of any kind to obtain new business or continue to do business with our Company or with another organization.
7. Being rude or discourteous to employees or customers; or using profane, abusive or threatening language or outbursts of anger toward management, employees, customers, or others.
8. Bringing or possessing firearms, weapons or any other hazardous or dangerous devices or chemicals on Company property.
9. Willful violation of any law, rule or regulation (other than traffic violations or similar offenses); pleading guilty to or being convicted of a felony or a misdemeanor that affects your suitability for continued employment.
10. Engaging in any action on or off Company premises that reflects unfavorably on the organization and its reputation, including criminal or illegal behavior of any kind.
11. Violation of Company policies on conflicts of interest and confidentiality.
12. Committing a fraudulent act or breach of trust in any circumstances.
13. Possessing confidential information that an employee has not been explicitly authorized or is permitted to have, or communicating confidential or proprietary information to unauthorized persons or entities. This does not pertain to employees discussing or disclosing their own wages or salaries as well as working conditions with others.
14. Failing to notify the appropriate manager when unable to report to work, or absence of two or more consecutive days without authorization or proper notification to management, except where an unforeseeable medical situation occurs.
15. Unsatisfactory job performance, including but not limited to failure to perform assigned duties; excessive sloppiness, negligence or incompetence; doing personal work during work time; failure to treat a client in a courteous, friendly manner, etc.
16. Excessive personal conversation on non-work related matters or personal telephone calls or texting during an employee's working hours.
17. Malicious gossip and/or spreading rumors or interfering with another employee on the job.
18. Unsatisfactory attendance, excessive absenteeism, repeated tardiness, not being ready to work at the start of a workday, failing to observe work schedules, stopping work before the end of the workday, or failing to obtain permission to leave work for any reason during working hours (with the exception of unforeseeable medical situations).
19. Sleeping or malingering on the job, or loitering while on or off duty.
20. Engaging in activities that create a conflict of interest.
21. Fighting or provoking a fight while on the job or on Company property.
22. Insubordination, including failure to follow job instructions, refusal to do assigned work, or refusal to perform work in the manner described by an employee's Supervisor.



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23. Unlawful or unauthorized possession of alcohol or drugs while on duty or on Company premises, or reporting to work under the influence of alcohol or drugs.
  24. Engaging in the illegal sale or distribution of narcotics, drugs or controlled substances while on the job or on Company property, or any violation of the drug and alcohol policy.
  25. Participating in an unsafe work practice, failing to observe safety rules or procedures, or disregarding any established safety rule, including not wearing required safety equipment or tampering with Company equipment.
  26. Negligence, horseplay or any other action that endangers other people or Company property or that disrupts work.
  27. Gambling while on the job or on Company premises.
  28. Smoking or vaping in designated non-smoking areas.
  29. Violating any security rules or procedures.
  30. Harassing, threatening, intimidating (bullying) or coercing any employee or another person, including violation of the Company's policy against harassment.
  31. Inappropriate, excessive and/or misuse of the Internet during working time (e.g., sending offensive e-mail or text messages, accessing inappropriate or non-work related websites, engaging in chat rooms or social media networking such as non-work related tweeting or blogging, downloading inappropriate materials, etc.)
  32. Failure to abide by set standards for location of where lunch can be taken (teacher's lounge only), lunch and break periods, working unauthorized overtime, or refusing to work assigned overtime.
  33. Soliciting of any type, distributing literature, redirecting business or employees away from the Company, or selling or passing out any products, information or documents during their working time, or the working time of other employees to whom information is directed, or in work areas. As used in this policy, "working time" includes all time for which an employee is paid and/or is scheduled to be performing services for the Company; it does not include break periods, meal periods, or periods in which an employee is not, and is not scheduled to be, performing services or work for the Company. "Work areas" includes all areas where work is or may be performed including reception areas, hallways, and offices, but excludes break rooms, lunch areas and parking lots.
  34. Posting of any notices on the premises without prior authorization from management.
  35. For employees in positions requiring the use of a vehicle for Company business, becoming uninsurable based on the standards of the organization's insurance carrier due to a Department of Motor Vehicles record, driver's license suspension or revocation, or cancellation of the employee's automobile liability insurance policy.
  36. Any other violations of rules and policies of the Company.

This statement of prohibited conduct does not alter the Company's policy of at-will employment. Either you or the Company remain free to terminate the employment relationship at any time, with or without reason or advance notice.

#### **5.4. Employee Counseling and Discipline**

To insure proper employee conduct in the workplace, violations of Company policies or standards will result in corrective action appropriate to the employee's conduct. The Company reserves the right in its sole discretion to immediately terminate an employee for any misconduct or violation of Company policy. Nothing in this Employee Handbook or management's discretionary use of corrective discipline in any circumstance creates any express or implied contract modifying an at-will employment relationship, nor is any employee guaranteed corrective discipline will be applied in lieu of immediate termination. Furthermore, no one has the authority to change this at-will relationship by any actions, practices, and course of conduct, length of service, awards, transfers, promotions, promises or statements. The at-will relationship can only be modified by an individual written employment agreement signed by the Artistic Director of the Company and by the employee. Without modifying this mutual at-will relationship in any way, the Company may choose to utilize corrective discipline in some circumstances as described in this policy.

#### **5.5. Off-Duty Use of Facilities**

Unless an employee obtains advance approval from the artistic directors, employees are prohibited from remaining on the Company's premises or making use of Company facilities while not on duty. Employees are

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expressly prohibited from using Company facilities, Company property or Company equipment for personal use without advance approval of the artistic directors.

## **5.6. Attendance and Punctuality**

As an employee of the Company, you are expected to be punctual and arrive at work on time, and maintain regular, reliable and predictable attendance. Good attendance is an essential element in determining satisfactory job performance. Any tardiness and absenteeism places an additional burden on your fellow employees and requires re-scheduling work assignments.

Unless otherwise required by applicable law, employees should call in no later than two hours prior to their scheduled start time to report that they will be late or unable to work. The need to leave early from work should also be cleared at least two hours in advance with a supervisor. More notice must be given where practicable. Failure to follow the call-in procedure or properly notify management of your absence can result in disciplinary action, up to and including termination. Exceptions to this policy will be made on a case by case basis based on information provided by the employee, regarding for example an unforeseeable medical emergency, and as required by applicable law.

An absence is the failure of an employee to be at a designated work area to perform assigned work as required, not reporting for work on time as scheduled, not ending a rest break or meal period and returning to work on time, and/or leaving prior to the end of a workday as scheduled. Such absences include lost time (partial or full day) due to personal reasons or other reasons for which the Company is not responsible. As an example, employees who have two (2) or more unexcused absences in any given month or in any 30 calendar day period, or who have two (2) or more unexcused incidents of being late in any given week or repeated unexcused tardies in any given month are considered to have an unsatisfactory attendance record (except for absences or tardies that are excused or protected by applicable leave laws), and can expect to receive discipline up to and including termination for such attendance records.

As an employee of the Company, it is a sign of respect to be punctual and complete your classes or other work on time. Any tardiness and keeping students past a reasonable period places an additional burden on your fellow employees and makes for a disorganized and pressured studio.

If you fail to report for work without any notification to your supervisor and your absence continues for a period of three days, the Company will consider that you have voluntarily abandoned or quit your employment.

Absences protected by state and federal law do not count as a violation of this policy.

### **5.6.1. Approved Time Off**

Paid Time Off requests (to the extent accrued) or requests for personal (non-medical) time away from work are to be submitted for approval in writing to Human Resources at least thirty (30) days in advance of the desired time off where practicable, but in any event, no less than two hours before your scheduled start time. Human Resources will inform the employee as soon as practical whether his or her request for time off from work has been approved.

If prior arrangements have not been made, employees must discuss an absence or inability to be at work on time directly with Human Resources.

If it becomes necessary for an employee to leave Company's premises during working hours (other than in connection with your job responsibilities or Company business), permission to leave must be obtained from the Artistic Director before the employee leaves the premises.

## **5.7. Workplace Violence**

The Company has adopted the following workplace violence policy to ensure a safe working environment for all employees.

The Company has a zero tolerance for acts of violence and threats of violence. Without exception, acts and threats of violence are not permitted. All such acts and threats, even those made in apparent jest, will be taken seriously, and will lead to discipline up to and including termination.

Possession of non-work related weapons on Company premises and at Company-sponsored events shall constitute a threat of violence.

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It is every employee's responsibility to assist in establishing and maintaining a violence-free work environment. Therefore, each employee is expected and encouraged to report any incident which may be threatening to you or your co-workers or any event which you reasonably believe is threatening or violent. You may report an incident to any supervisor or manager.

A threat includes, but is not limited to, any indication of intent to harm a person or damage Company property. Threats may be direct or indirect, and they may be communicated verbally or nonverbally.

If you feel you have been subjected to behavior prohibited by this policy or witness or have knowledge of any actions that could be perceived as violent, you should report the incident immediately to your Supervisor or Human Resources. All complaints will be investigated promptly, and appropriate action taken. Corrective action will be imposed for engaging in any potentially violent or threatening activities. You may also contact the appropriate law enforcement authorities if you have reason to believe there is an immediate threat to your safety and/or the safety of others. Reports or incidents warranting confidentiality will be handled appropriately and confidentiality will be maintained to the extent possible. You will not be retaliated against for reporting, in good faith, any conduct prohibited by this policy.

### **5.8. Personal Telephone Calls or Cellular Phones, Visitors and Mail at Work**

While at work, employees are expected to perform their job duties. Accordingly, personal calls on Company telephones or personal cell phones during an employee's work hours are not permitted, except for brief calls due to emergencies. Use of Company telephones for personal long distance or toll calls is not permitted.

Personal telephone calls, including making or receiving calls or text messages from your cell phone or personal communication device, are to be handled during non-work time (before work, during a rest break, a meal period, and after work). Similarly, employees are not to use their smartphones to check the Web or the Internet or access a social website during their work hours. During working hours, let your cell phone calls go to voice mail, and check for messages later and return calls during your break time. If a family member or a friend needs to contact an employee because of an emergency, then that person needs to call the office or the receptionist so a message can be taken and given to the employee, or a Supervisor will notify the employee to take the phone call.

During working hours, employees are to turn off their cell phone ringer or keep their personal cell phone on silent or vibrate mode so as not to annoy or disturb customers or other workers. This does not apply to employees who may have a company-provided cell phone or use their personal cell phone to conduct authorized Company business. When making cell phone calls, find a private place to make or receive personal calls from your cell phone during non-work time so your conversations can't be overheard by others or would disturb other employees who are working. Also, please avoid using your cell phone for calls or texting (including checking for text or email messages) during staff meetings.

Employees who have cell phones with recording features or Internet access are not to use these phones or any recording device to record private conversations of co-workers, customers or others; or download from the Internet and/or share inappropriate or obscene pictures or items with others at work. Employees who have camera phones are prohibited from taking or transmitting unauthorized photographs or videos of co-workers or others in the workplace or during business-related events without the other person's express consent. Additionally, employees are not to use these phones where photographs or videos may be taken of Company's proprietary information or where the Company's proprietary or confidential information may be transmitted to unauthorized persons.

Additionally, the Company will assume that all mail addressed and/or delivered to the Company is official business mail, even though it may be addressed to an individual. Employees should not have personal mail or packages sent to them at the Company, or send personal mail or parcels using the Company's mail services. If you do not wish to have your mail or packages be opened or be returned to the sender, please have your mail or packages be delivered to your home. Company postage and stationary may not be used for personal correspondence or parcels.

Violation of this policy will be subject to disciplinary action, up to and including termination.

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## **5.9. Employer Property**

Lockers, furniture, desks, computers, cell phones, data processing equipment/software, vehicles, and any other Company owned items are Company property and must be maintained according to Company rules and regulations. They must be kept clean and are to be used only for work-related purposes. The Company reserves the right to inspect all Company property including computer or phone data or messages to ensure compliance with its rules and regulations, without notice to the employee and at any time, not necessarily in the employee's presence. Prior authorization must be obtained before any Company property may be removed from the premises.

Company voice mail and/or electronic mail (e-mail) including texting, pagers and mobile email are to be used for business purposes. The Company reserves the right to monitor voice mail messages, and e-mail messages, and texts to ensure compliance with this rule, without notice to the employee and at any time, not necessarily in the employee's presence. Employees should not have any expectation of privacy in their use of Company property or systems, including, but not limited to e-mail, internet or voicemail.

The Company may periodically need to assign and/or change "passwords" and personal codes for voice mail, e-mail, cell phones, mobile devices and Company software. These communication technologies and related storage media and databases are to be used only for Company business and they remain the property of the Company. The Company reserves the right to keep a record of all passwords and codes used and/or may be able to override any such password system. Messages on the company voice-mail and email systems are subject to the same company policies against discrimination and harassment as are any workplace communications. Offensive, harassing or discriminatory content in such messages will not be tolerated.

No personal locks may be used on Company-provided lockers unless the employee furnishes a copy of the key or the combination to the lock. Unauthorized use of a personal lock by an employee may result in losing the right to use a Company locker.

For security reasons, employees should not leave personal belongings of value in the workplace. Terminated employees should remove any personal items at the time they leave the Company. Personal items left in the workplace are subject to disposal if not claimed at the time of an employee's termination.

## **5.10. Employee Property**

An employee's personal property, including but not limited to lockers, packages, purses, and backpacks, may be inspected upon reasonable suspicion of unauthorized possession of Company property, possession of dangerous weapons or firearms, or abuse of the Company's drug and alcohol policy.

## **5.11. Computer Systems and Electronic Information Policy**

This policy is intended to protect the Company's computer systems and electronic information.

For purposes of these policies, the following definitions apply: "Computers" are defined as desktop computers, laptops, handheld devices (including but not limited to iPhones, smart phones, iPads, and other electronic tablets and cell phones), computer software/hardware and servers.

The Company also uses various forms of "electronic communication." "Electronic communications" includes e-mail, text messages, telephones, cell phones and other handheld devices (such as cell phones or smart phones or writing tablets or iPads), fax machines, and online services including the Internet.

"Electronic information" is any information created by an employee using computers or any means of electronic communication, including but not limited to, data, messages, multimedia data, and files. The following general policies apply:

- Computers and all data transmitted through the Company's servers are Company property owned by the Company for the purpose of conducting Company business. These items must be maintained according to the Company's rules and regulations. Computers must be kept clean, and employees must exercise care to prevent loss and damage. Prior authorization must be obtained before any Company property may be removed from the premises.
- All electronic communications also remain the sole property of the Company and are to be used for Company business. For example, email messages are considered Company records.

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- Electronic information created by an employee using any computer or any means of electronic communication is also the property of the Company and remains the property of the Company.
  - Information stored in the Company's computers and file servers, including without limitation [e.g., customer lists, vendor lists, research data] is the property of the Company and may not be distributed outside the Company in any form whatsoever without the written permission of the Artistic Director.
  - Violation of any of the provisions of this policy, whether intentional or not, will subject the Company's employees to disciplinary action, up to and including termination.

### **Monitoring of Company Property / No Privacy Expectations**

The Company reserves the right to inspect all Company property to ensure compliance with its rules and regulations, without notice to the employee and at any time, not necessarily in the employee's presence. The Company's computers and all electronic communications and electronic information are subject to monitoring and no one should expect privacy regarding such use. The Company reserves the right to access, review and monitor electronic files, information, messages, voice mail, text messages, e-mail, Internet history, browser-based webmail systems and other digital archives and to access, review and monitor the use of computers, software, and electronic communications to ensure that no misuse or violation of Company policy or any law occurs. E-mail may be monitored by the Company and there is no expectation of privacy. Assume that e-mail may be accessed, forwarded, read or heard by someone other than the intended recipient, even if marked as "private."

Employee passwords may be used for purposes of security but the use of a password does not affect the Company's ownership of the electronic information or ability to monitor the information. The Company may override an employee's password for any reason.

Employees are not permitted to access the electronic communications of other employees or third parties unless directed to do so by Company management. As a result, Company may – and does – monitor employee's use of these systems from time to time. Company may monitor such activities randomly, periodically and in situations where there is reason to believe that someone associated with Company has engaged in a violation of this, or any other Company policy. As a result, Employees do not have a reasonable expectation of privacy in this regard.

Emails of parents and students and their phone numbers may be used only for Company business and not for outside use. Once a student/family has left the Studio, they may not be contacted for Studio or non-studio business absent consent from the Artistic Director or the family.

Employees must send and receive e mail using the "yournamehere@laballet.com" address. If you do not know how to use the Company e-mail system, please contact lker@laballet.com to make sure you are sending and receiving properly.

### **Prohibited Use**

All existing Company policies apply to employee use of computers, electronic communications, electronic information, and the Internet. This includes policies that deal with misuse of Company assets or resources. It is a violation of Company policy to use computers, electronic communications, electronic information, or the Internet, in a manner that: is discriminatory harassing or obscene; constitutes copyright or trademark infringement; violates software licensing rules; is illegal; or is against Company policy. It is also a violation of policy to use computers, electronic communications, electronic information, or the Internet to communicate confidential or sensitive information or trade secrets.

The display of any kind of sexually explicit multimedia content, message, or document on any Company computer is a violation of the Company's policy against sexual harassment. This description of prohibited usage is not exhaustive and it is within the discretion of Company to determine if there has been a violation of this policy. Employees that engage in prohibited use will be subject to discipline and/or immediate termination.

This policy is not intended to limit the ability of employees to discuss with other employees the terms and conditions of their employment, including such topics as wages, job performance, workload, supervisors or staffing.

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## **Computer and Internet Use**

The Company provides computers, electronic communications, electronic information and information technology resources, including the Internet, to its employees to help them do their job. Company provided computers; electronic communications, electronic information and the Internet are only to be used only for work-related purposes. No personal use of this Company property is permitted at any time. However, this policy is not intended to limit the ability of employees to use Company email systems to communicate with other employees regarding the terms and conditions of their employment, including such topics as wages, job performance, workload, supervisors or staffing. All communications and information transmitted by, received from, posted to or stored in these systems are Company records.

This policy is not intended to limit the ability of employees to use Company emails system to communicate with other employees regarding the terms and conditions of their employment, including such topics as wages, job performance, workload, supervisors or staffing.

## **Social Media**

The use of Internet based programs while clocked in and on-duty is a violation of Company policy and use of Company property (including computers or handheld devices) to access social media tools or programs during working time on the work premises can result in discipline up to and including termination. This includes the use of the following non-exclusive list of social media: Facebook, InstaGram, Twitter, SnapChat, LinkedIn, and YouTube, as well as related web-based media such as blogs, wikis, and any other form of user-generated media or web-based discussion forums as accessed through a variety of electronic devices, including computers, cell phones, smart phones, PDAs, tablets and other similar devices while clocked in and on-duty. Said use is a violation of Company policy and the use of Company property (including computers or handheld devices) to access social media tools or programs during working time on the work premises can result in discipline up to and including termination.

Employees can use their own personal devices to engage in social media during non-working times, such as breaks and meal periods; however, all other Company policies against inappropriate usage, including the Company's no tolerance for discrimination, harassment or retaliation in the workplace, and protection of confidential or trade secret information apply.

If you do engage in social media, you are required to comply with the following rules and guidelines when participating in these activities:

- Comply with the law at all times. Do not post any information or engage in any social media activity that may violate applicable local, state or federal laws or regulations.
- Do not engage in any discriminatory, harassing, or retaliatory behavior.
- Respect copyright, fair use and financial disclosure rules and regulations. Identify all copyrighted or borrowed material with proper citations and/or links. When publishing any material online that includes another's direct or paraphrased quotes, thoughts, ideas, photos, or videos, always give credit to the original material or author, where applicable.
- Never use or disclose confidential or proprietary information about you, Company, other Company employee's or Company's students. This is particularly important as the vast majority of Company's students are minors. This prohibition applies both during and after your affiliation with Company.
- Obtain permission prior to publishing or reporting on conversations or matters related to Company, Company Affiliates or Company's students. Obtain consent prior to sharing a comment, post, picture, or video about Company, Company Affiliates or Company's students.
- If you are a Company Affiliate working for Company for remuneration, while it is acceptable to engage in limited and incidental social media activities while working, such social media activities may not interfere with your job duties or responsibilities.
- Do not use Company's logos or trademarks without express written consent from Company's Artistic Director or the Artistic Director's authorized designee.
- You are not permitted to edit the official Company profile on any social media website. These profiles are maintained by Company and may be edited only by the Artistic Director or her designee. Company Affiliates may not create any social media webpages, profiles or groups using the name of Company in the title.

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- Remember that whenever you make a post to a social media website, it will likely be viewed by another Company Affiliate, a student or a family member of a student. As such, your posts should be appropriate for a professional workplace environment and you should always expect that anything you post will be shared and made public.
  - Respect your audience while engaging in social media activities. Do not use offensive language, make offensive comments, or engage in any other conduct that would not be acceptable in class at Company.
  - Be aware of your association with Company. Ensure that your profile and related content is consistent with how you wish to present yourself to parents, teachers, students and others associated with Company. They should also be consistent with the best interests of Company.
  - Respect the privacy of other Company Affiliates, Company students, and the opinions of others.
  - Think before you post: Use sound judgment and think of potential reactions to your post before you post it. When posting as an employee or on behalf of the Company, please keep the topics of your posts work related to the Company and not share your personal views.
  - Be mindful when accepting the request of Students. Use sound judgment and think of potential reactions; use discretion in deciding how students you will accept and who you want seeing your private / personal page.
  - If you publish social media content that may be related to your work or subjects associated with Company, use a disclaimer such as this: "The postings on this site are my own and do not necessarily represent the positions, strategies or opinions of Los Angeles Ballet Academy."
  - Never be false or misleading with respect your professional credentials.

Nothing in the Company's social media policy is designed to interfere with, restrain or prevent employee communications regarding wages, hours or other terms and conditions of employment. In the event you have any questions about whether a particular social media activity may involve or implicate Company, or may violate this policy, please contact the Artistic Director. Social media is in a state of constant evolution, and Company recognizes that there will likely be events or issues that are not addressed in these guidelines. Thus, each Employee is responsible for using good judgment and seeking guidance, clarification or authorization before engaging in such social media activity.

### **Monitoring Premises**

Company premises are monitored using video cameras and/or sound recording devices in order to enhance security and loss prevention. No monitoring will occur in areas of the premises where employees have a legitimate expectation of privacy, such as restrooms or changing areas. The Company does not guarantee that recordings will be monitored live and therefore employees should take all reasonable steps to engage in safe practices and report any safety hazards they observe.

### **5.12. Use of Vehicles for Company Business**

During your employment, you may be required to use Company vehicles or be asked to use your own vehicle or a rental car for Company business. Employees are responsible for immediately reporting to the Artistic Director any changes in their automobile insurance policy or the status of their drivers' license such as suspension or revocation as well as any DUI (driving under the influence)/DWI (driving while intoxicated) citation and/or conviction that may or will affect the Company's automobile insurance liability policy.

Always use good common sense regarding the safe operation of vehicles, the following rules on operating all types of vehicles apply:

- Any employee who used, under the influence of or impaired by any controlled substance, illegal drug or alcoholic beverage or any legal drug that may impair an employee's abilities must not operate any vehicle.
- All employees driving a vehicle on Company business must have automobile insurance (including collision and liability) in force at all times as a condition of employment as well as a valid driver's license.
- All employees driving a vehicle on Company business must immediately report to the Artistic Director about any accident and/or any moving or non-moving violation for which they are cited. Employees are to also notify the police or Highway Patrol, and state law may require them report an accident to the Department of Motor Vehicles. In the event of an accident in the course of using any vehicle on Company business, complete an accident report giving details about the accident, e.g., date, time, place, persons involved, insurance information on other driver(s), any injuries or property damage, witnesses, etc.
- All employees operating vehicles on Company business are required to obey all vehicle and traffic regulations.

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### **5.13. Dress and Appearance**

All Company employees are expected to present a professional, businesslike image to clients, visitors, customers and the public. Acceptable personal appearance, like proper maintenance of work areas, is an ongoing requirement of employment with our Company. Absent the need for a special accommodation for any reason, staff members should refrain from chewing gum on Studio property. Any questions about workplace attire and grooming guidelines should be addressed with your immediate supervisor.

## **6. WORKPLACE HEALTH AND SAFETY**

### **6.1. Occupational Health and Safety**

#### **Accidents**

All accidents (injury to you, another employee, client, vendor, visitor or any other person) or any near misses must be immediately reported to your Supervisor and the Artistic Director. Any injury no matter how minor that occurs at the workplace or during the course of your employment must be reported promptly. You may be entitled to workers' compensation benefits for on-the-job injuries and prompt, accurate reporting of accidents will assist you in obtaining the benefits which you are entitled to receive.

#### **Safety**

It is our policy to provide and maintain a safe working environment for you. By using good judgment, following safe work practices, using proper procedures when lifting and carrying of heavy objects, and operating any tools and equipment properly, you will help us meet our objective of preventing work-related injury and property damage. Employees are to report any unsafe or hazardous condition, or emergency situation to Human Resources immediately. Reports and concerns about a workplace health and safety issue, or the existence of a hazardous condition or practice in the workplace may be made anonymously if the employee wishes. All reports can be made without fear of reprisal.

All employees are required to know the location of all emergency exits in their work area. Employees are expected to ask Human Resources to confirm the location of, and the routes to all emergency exits any time they are unsure about their location. Employees are to know the location of all alarms and fire extinguishers, and become familiar with the proper use of emergency equipment should the need ever arise. Employees are also to review and become familiar with the Company's emergency evacuation and fire prevention plans, and to clarify any unclear aspect of our emergency procedures with their Supervisor or Human Resources.

No chewing gum is permitted without exception on the Los Angeles Ballet Company property.

Employees who jeopardize or violate health and safety rules or standards, who cause hazardous situations, or who fail to report or, where appropriate, remedy such situations, may be subject to disciplinary action, up to and including termination.

### **6.2. Use of Drugs and Alcohol**

The Company is concerned about the use of alcohol, illegal drugs, or controlled substances as it affects the workplace. Use of these substances, whether on or off the job, can detract from an employee's work performance, efficiency, safety, and health, and therefore seriously impair the employee's value to the Company. In addition, the use or possession of these substances on the job constitutes a potential danger to the welfare and safety of other employees and exposes the Company to the risks of property loss or damage, or injury to other persons.

Furthermore, the use of prescription drugs and/or over-the-counter drugs also may affect an employee's job performance and may seriously impair the employee's value to the Company.

The following rules and standards of conduct apply to all employees either on Company property or during the workday (including meals and rest periods). Behavior that violates Company policy includes:

- Being under the influence of, or impaired by, an illegal or controlled substance, alcohol or marijuana while on the job.
- Possession or use of an illegal or controlled substance, alcohol or marijuana while on the job or being under the influence of an illegal or controlled substance, alcohol or marijuana while on the job;
- Driving a Company vehicle while under the influence, or impaired by, an illegal or controlled substance, alcohol or marijuana; and



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- Distribution, sale, or purchase of an illegal or controlled substance, alcohol or marijuana while on the job.

Violation of these rules and standards of conduct will not be tolerated and may result in discipline up to and including immediate termination. The Company also may bring the matter to the attention of appropriate law enforcement authorities.

In order to enforce this policy, the Company reserves the right to conduct searches of Company property or employees and/or their personal property, and to implement other measures necessary to deter and detect abuse of this policy.

An employee's conviction on a charge of illegal sale or possession of any controlled substance while off Company property will not be tolerated because such conduct, even though off duty, reflects adversely on the Company. In addition, the Company must keep people who sell or possess controlled substances off Company premises in order to keep the controlled substances themselves off the premises.

Any employee who is using prescription or over-the-counter drugs that may impair the employee's ability to safely perform the job, or affect the safety or well-being of others, must notify a supervisor of such use immediately before starting or resuming work.

The Company will encourage and reasonably accommodate employees with alcohol or drug dependencies to seek treatment and/or rehabilitation. Employees desiring such assistance should request a treatment or rehabilitation leave. The Company is not obligated, however, to continue to employ any person whose performance of essential job duties is impaired because of drug or alcohol use, nor is the Company obligated to re-employ any person who has participated in treatment and/or rehabilitation if that person's job performance remains impaired as a result of dependency. Additionally, employees who are given the opportunity to seek treatment and/or rehabilitation, but fail to successfully overcome their dependency or problem, will not automatically be given a second opportunity to seek treatment and/or rehabilitation. This policy on treatment and rehabilitation is not intended to affect the Company's treatment of employees who violate the regulations described previously. Rather, rehabilitation is an option for an employee who acknowledges a chemical dependency and voluntarily seeks treatment to end that dependency.

#### **6.2.1. Pre-Employment Background Checks/ Drug Screenings**

The Company may perform pre-employment background checks for those employees who handle cash/credit card transactions and condition an offer of employment on the results of the checks for candidates considered for employment. The company may also conduct pre-employment drug screenings as it deems appropriate. Passing a drug and alcohol screen is designed to avoid the hiring of individuals whose use of drugs or alcohol indicates a potential for impaired or unsafe job performance.

#### **6.2.2. Drug and Alcohol Testing for Reasonable Suspicion**

If the Company has an objective reason to suspect that any employee may be using illegal drugs or alcohol, or may be under the influence of or impaired while at work, or when reporting for work, that employee may be ordered to submit to a blood test, urinalysis, breathalyzer or other test conducted by a professional medical staff and laboratory. Likewise, when the Company has an objective reason to suspect that an employee's use or impairment from drugs or alcohol may have been a factor in an injury or accident during work, or while operating Company equipment or vehicle, that employee may also be ordered to take a blood test, urinalysis, or other drug/alcohol test. Such examination and/or tests, when requested, will be on Company time, are considered a condition of employment, and will be at the sole expense of the Company. Transportation will be provided to and from the medical facility. If the employee tests positive, the employee will be subject to immediate termination. Should an employee refuse to submit to the requested examination or test, the employee will be subject to discipline up to and including termination for insubordination.

### **6.3. Workplace Security**

Los Angeles Ballet Academy is committed to providing a workplace that is free from acts or threats of violence. Although some kinds of violence result from societal problems that are beyond the Company's control, Los Angeles Ballet Academy believes that measures can be adopted to increase protection for employees and to provide a secure workplace. Accordingly, the Company prohibits any employee from threatening or committing any act of violence in the workplace or while on company business. This policy also forbids employees or anyone else from carrying or bringing a gun or any weapon on Company premises or while conducting Company business.

The Company believes prevention of workplace violence begins with recognition and awareness of potential early warning signs of a situation that presents the possibility of violence. Workplace violence includes threats of any kind; threatening or physically aggressive or violent behavior; intimidation, harassing or threatening phone calls; stalking; other behavior that suggests a propensity toward violence such as belligerent speech, excessive arguing or swearing, sabotage, or threats of sabotage of Company property, or a demonstrated pattern or refusal to follow Company policies and procedures; defacing Company property or causing physical damage to the facilities; or bringing weapons or firearms of any kind on Company premises. Also, be aware of persons loitering on Company property for no apparent reason (e.g., in parking areas, walkways, entrances/exits, and service areas).

You are expected to cooperate in helping to keep the workplace free from problems that are associated with activities that appear to be illegal, unauthorized or potentially violent. Accordingly, you must immediately notify your Supervisor or the Artistic Director of the existence of any such activities that you may become aware of during the course of your employment. This duty extends, for example, to threats, acts of violence, aggressive behavior, or threatening acts or comments. All reports of workplace violence will be taken seriously and will be reviewed promptly, and appropriate corrective actions will be taken.

You should request assistance immediately from your supervisor, Human Resources or the Artistic Director, to help resolve any difficult situation or security problem. Do not confront any person who is hostile or overly agitated. Instead, you should immediately report to management any persons who act in a suspicious, hostile or violent manner.

In addition to these efforts, all employees are to notify the Artistic Director or any management personnel of any security hazards and recommend appropriate corrective actions to prevent workplace violence and limit access to work areas by unauthorized person.

## LOS ANGELES BALLET ACADEMY

### HANDBOOK ACKNOWLEDGMENT AND AGREEMENT

I acknowledge receipt of the Los Angeles Ballet Academy Employee Handbook revised September 2022 containing policies and procedures of the Company as well as outlining my privileges and obligations including the **Company's Harassment, Discrimination and Retaliation Prevention policy** and its Lactation Accommodation Policy. I understand that it is my responsibility to read and familiarize myself with this policy. I understand that this Handbook replaces any previous Handbook, understanding, policy, practice, or representation concerning the subject matters covered by the Handbook. I understand and agree to read and abide by the policies, practices, procedures and rules contained in the Handbook as well as any amendments or changes. I understand that the Company is committed to providing a work environment that is free from harassment, discrimination and retaliation. My signature certifies that I understand that I must conform to and abide by the rules and requirements described in the Company's Harassment, Discrimination and Retaliation Prevention policy. I understand that except for the "at-will" nature of my employment, all other policies, practices, procedures, rules and benefits contained in this Handbook and other related documents may be amended, modified, discontinued or eliminated at any time by the Company at its sole discretion.

I further understand and agree that my employment with Los Angeles Ballet Academy (referred to as the "Company") is for an unspecified term and is based upon mutual consent and may be terminated at will by either party. Therefore, my employment and compensation may be terminated by the Company or me "at will" at any time, for any or for no reason, with or without cause or prior notice. Although other terms or conditions of my employment may change, this at-will aspect of my employment relationship will remain in effect throughout my employment with the Company, unless there is a written agreement to the contrary. No employee or representative of the Company other than the Artistic Director has any authority to enter into an agreement to employ me for any specified period of time or to make any agreement inconsistent with the terms of this Acknowledgment. This at-will nature of my employment relationship cannot be changed, modified, amended, or rescinded except by an individual written employment agreement signed by the Artistic Director of the Company and me (or by an authorized representative on my behalf). I also understand and agree that nothing in this Handbook or the Company's discretionary use of corrective discipline creates any express or implied contract to the contrary and that this Handbook is not a contract of employment. Accordingly, I will not interpret this Handbook in any way that will create any express or implied contractual rights between the Company and me. I understand and agree that any verbal or written representations by anyone to the contrary are invalid and should not be relied upon by anyone. This at-will nature of my employment sets forth the entire agreement on this subject and supersedes any prior oral or written understandings or statements. Finally, I understand that the Company premises are monitored by means of video cameras and/or sound recording devices and I consent to be monitored in this fashion.

**I HAVE CAREFULLY READ THIS ACKNOWLEDGEMENT AND I AGREE TO THE ABOVE CONDITIONS OF EMPLOYMENT.**

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

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

**NOTE:** Upon completion of this acknowledgment sheet, remove it from the remainder of the Employee Handbook and submit it to Human Resources for insertion in your personnel file. The employee is to return this Handbook to Los Angeles Ballet Academy upon leaving the Company.