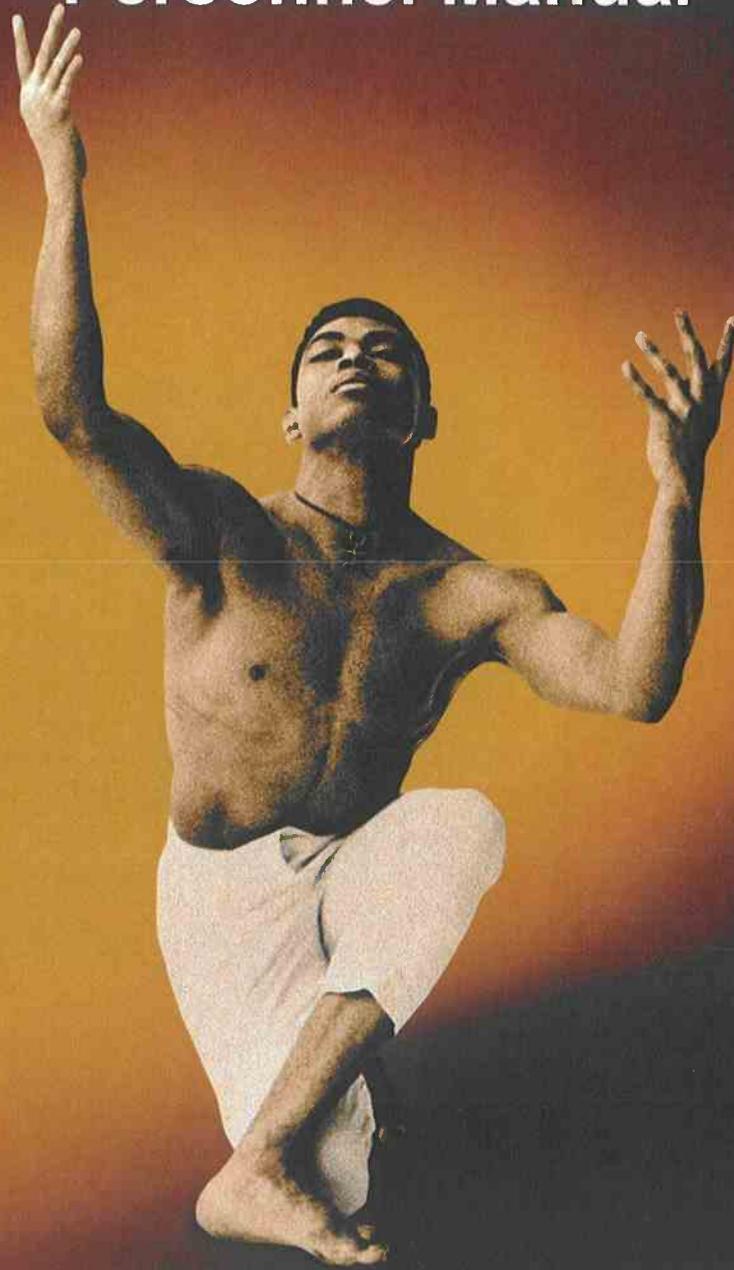


ALVIN AILEY DANCE FOUNDATION, INC.

Personnel Manual



Alvin Ailey. Photo by Normand Maxon.

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ALVIN AILEY DANCE FOUNDATION, INC. WELCOME MESSAGE

Welcome to the Alvin Ailey Dance Foundation, Inc. (“AADF”). Our company is a non-profit corporation whose mission is to further the pioneering vision of the choreographer, dancer, and cultural leader Alvin Ailey by building an extended cultural community which provides dance performances, training and education, and community programs for all people. This performing arts community plays a crucial social role using the beauty and humanity of the African-American heritage and other cultures to unite people of all races, ages, and backgrounds. Driven by our mission, we’ve touched countless people and made a major impact around the world. As you begin your journey here, you will experience that vision in a very personal way.

During your employment with us, you will meet members of our amazing team of employees who individually contribute to our success every day. You will personally witness how extraordinary creativity and talent integrate with our traditions of teamwork and professionalism. We hope that your experience here will be challenging, enjoyable, and rewarding.

* * *

Warmest Regards,

Bennett Rink
EXECUTIVE DIRECTOR

Robert Battle
ARTISTIC DIRECTOR

I. YOUR EMPLOYMENT WITH AADF IS AT-WILL

This Personnel Manual describes benefits and policies designed for the employees of AADF (not covered by a collective bargaining agreement unless the collective bargaining agreement does not apply to the situation). This Personnel Manual supersedes any prior personnel manuals, which should be discarded.

Neither this Personnel Manual nor any other AADF statement of policy or procedure constitutes a contractual relationship, either expressed or implied, between any employee and AADF. Nor does it guarantee any fixed terms or conditions of employment.

The employment relationship between AADF and its employees is “at-will.” This means that either AADF or you may terminate your employment at any time, with or without cause, and with or without notice, notwithstanding any other provisions of this Personnel Manual or other statements of policy or procedure.

No representative of AADF, other than the Executive Director, the Chief Financial Officer, the Director of the Extension, The Ailey’s School’s Business Manager or the Director of Arts in Education and Community Programs has the authority to enter into an agreement of employment for any specified period of time or to make any agreement contrary to the foregoing. Any such agreement is valid only if it is in writing and signed by you and the listed individuals. Please also understand that no supervisor, manager, or other representative of AADF has the authority to make any verbal promises, commitments, or statements of any kind regarding AADF’s policies, procedures, or any other issues that are legally binding on the company.

AADF currently intends to continue the pay practices, employment policies, and benefits described in this Personnel Manual. AADF, however, reserves the right, whether in an individual case or more generally, to alter, reduce, or eliminate any practice, policy, or benefit, completely or in part, at any time, with or without notice.

AADF strives to comply with all applicable law. To the extent that any of the policies or procedures contained in this Personnel Manual are inconsistent with any provision of applicable law, the applicable law will govern. Similarly, nothing in this Personnel Manual is intended to prevent an employee from engaging in union organizing activities, discussing wages, hours, benefits, working conditions, or other terms and conditions of employment, or engaging in other actions that are legally protected under the National Labor Relations Act or other applicable state or federal law.

II. AADF IS AN EQUAL OPPORTUNITY EMPLOYER

EMPLOYMENT OPPORTUNITY POLICY

AADF is an equal opportunity employer. It is the policy of AADF to seek and employ the most qualified individuals for all positions. AADF believes that all persons are entitled to equal employment opportunity and does not discriminate against employees or applicants because of race, color, creed, religion, sex, pregnancy, national origin, nationality, ancestry, citizenship, age, physical or mental disability or other impairment, gender identity, military or veteran status, domestic violence victim status, familial status, marital status, sexual preference, sexual orientation, genetic information or any other consideration made unlawful by applicable federal, state or local laws (“Protected Characteristics”). This policy applies to all terms and conditions of employment, including, but not limited to, hiring, placement, promotion, termination, layoff, recall, transfer, leave(s) of absence, benefits, compensation, and training. Any conduct in violation

of this policy will result in appropriate disciplinary action, up to and including termination of employment.

AADF will make reasonable accommodations for the known physical or mental disabilities of an otherwise qualified applicant for employment or employee, unless undue hardship to AADF would result. Any applicant or employee who requires accommodation in order to perform the essential functions of his or her job should follow the instructions described in the Open Door Policy described below or in the Reasonable Accommodation Policy set forth herein.

The Chief Financial Officer has overall responsibility for this Equal Employment Opportunity Policy and maintains reporting and monitoring procedures. Any questions or concerns regarding this policy should be referred to your supervisor, the Human Resources Manager, or the Chief Financial Officer.

OPEN DOOR POLICY

AADF is committed to maintaining a positive, pleasant, and harassment-free work environment, and believes in maintaining an Open Door Policy. Accordingly, you are encouraged to see your immediate supervisor with suggestions, questions or problems relating to your job. You are also invited to contact our Human Resource Department, directly, or any other management representative without regard to reporting structure.

ANTI-HARASSMENT, DISCRIMINATION, AND RETALIATION POLICY

AADF is committed to maintaining a workplace free from discrimination, retaliation, and sexual and any other forms of harassment. AADF does not tolerate any form of discrimination, retaliation, or harassment, and all employees are required to work in a manner that prevents discrimination, retaliation, or harassment in the workplace. This Anti-Harassment, Discrimination, and Retaliation Policy (“Policy”) is just one component of our commitment to a discrimination, retaliation, and harassment-free work environment.

I. Policy Overview

1. This Policy applies to all employees, applicants for employment, interns, whether paid or unpaid, and certain Non-Employees, as defined in Footnote 1¹ (together, “Covered Individuals”), regardless of immigration status. All must follow and uphold this Policy.

2. Discrimination based on an individual’s Protected Characteristics, or based on any individual’s status in any other protected group or class will not be tolerated. Sexual harassment or harassment based on any individual’s status in any protected group or class will also not be tolerated. Discrimination and harassment are offensive, a violation of our policies, is unlawful, and may subject AADF to liability for harm to victims of discrimination or harassment. Individuals engaging in any form of discrimination or harassment may also be individually subject to personal liability.

3. Covered Individuals who engage in any form of discriminatory behavior or harassment, including managers and supervisors who engage in such conduct or who knowingly allow such behavior to continue, will be subject to appropriate disciplinary action, up to and including an

¹ A Non-Employee is someone who is (or is employed by) a contractor, subcontractor, vendor, consultant, or anyone providing services in the workplace. Protected Non-Employees include persons commonly referred to as independent contractors, “gig” workers and temporary workers. Also included are persons providing equipment repair, cleaning services or any other services provided pursuant to a contract with AADF.

unpaid suspension or termination, and/or other appropriate remedial action. AADF will also review its relationships and engagements with any non-employees who engage in such behavior to determine if such relationships or engagements should be continued.

4. Covered Individuals should report any discrimination or harassment or behaviors that violate this Policy. A Complaint Form that individuals may use to report discrimination, harassment or retaliation is attached to this Policy. The section below titled “Reporting Discrimination, Harassment and Retaliation Internally” provides the options for reporting complaints.

5. Managers and supervisors are required to report any complaint that they receive, or any harassment that they observe or of which they have knowledge.

6. AADF will conduct a prompt, thorough, objective and confidential (to the extent possible) investigation that strives to protect the rights of all parties, whenever management receives a complaint about discrimination or harassment, or otherwise knows of possible discrimination or harassment. Appropriate corrective action will be taken whenever discrimination or harassment is found to have occurred. All Covered Individuals, including managers and supervisors, are required to cooperate with any internal investigation of alleged discrimination or harassment.

7. AADF prohibits retaliation against anyone who, in good faith, complains about or reports an incident of discrimination, any other form of harassment, provides information, testifies or otherwise assists in any investigation or proceeding under the law. Any individual who retaliates against anyone involved in a discrimination or harassment investigation will be subjected to disciplinary action, up to and including an unpaid suspension or termination.

II. Discrimination and Harassment

AADF does not tolerate employee discrimination or harassment. AADF expressly prohibits any form of employee discrimination or harassment because of any Protected Characteristics. Improper interference with the ability of Covered Individuals to perform their expected job duties is not tolerated.

Each member of management is responsible for creating an atmosphere free of discrimination and harassment and all Covered Individuals are responsible for refraining from discrimination or harassment of anyone doing business on behalf of AADF. AADF’s policy prohibits harassment, discrimination, and retaliation, whether engaged in by employees, supervisors, or Non-Employees.

This Policy applies to all incidents of alleged harassment, including but not limited to, any work-related setting outside the workplace such as offsite meetings, business-related social events, and performances, where the alleged offender is a job applicant, your supervisor, co-worker, student, intern, volunteer or Non-Employee.

Violations of this Policy include any discriminatory remarks, threats of violence or similar unlawful conduct, or other verbal or physical conduct that constitutes harassment towards an individual based on his or her Protected Characteristics. Individuals who violate this Policy are subject to appropriate remedial action, including discipline up to and including termination. Harassment that is expressly prohibited by this Policy includes, but is not limited to:

- Visual conduct, including displaying of derogatory objects or pictures, cartoons, graffiti or posters relating to another person’s Protected Characteristics; and

- Verbal conduct, including making or using derogatory comments, epithets, slurs and jokes relating to another person's Protected Characteristics.

III. Sexual Harassment

Because of its significance in today's environment, AADF wishes to highlight specifically sexual harassment.

A. What is Sexual Harassment?

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

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

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

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

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

Any Covered Individual who feels that he/she has been subjected to harassment should report the conduct so that any violation of this Policy can be promptly investigated and so that AADF can take appropriate remedial and/or disciplinary action. Any harassing conduct, even a single incident, can be reported pursuant to this Policy.

B. Examples of Sexual Harassment

Examples of conduct that may constitute sexual harassment and that are prohibited by this Policy include, but are not limited to, the following:

- Physical acts of a sexual nature, such as:
- Touching, pinching, patting, kissing, grabbing, brushing against another Covered Individual's body or poking another Covered Individual's body;

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

C. Who Can Be Targets and Perpetrators of Sexual Harassment?

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

D. Where Can Sexual Harassment Occur?

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

IV. Retaliation

Retaliation is any adverse action that could discourage an individual from coming forward to report or support a discrimination or harassment complaint, or that may occur as a result of any “protected activity” as defined below in this policy. Adverse action need not be job-related or occur in the workplace to constitute retaliation.

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

- made a complaint of discrimination or harassment either internally or with any anti-discrimination agency;
- testified or assisted in a proceeding involving federal, state, or local anti-discrimination law;
- opposed discrimination or harassment by making a verbal or informal complaint to management, or by simply informing a supervisor or manager of harassment;
- reported that another Covered Individual has been harassed or discriminated against; or
- encouraged a fellow Covered Individual to report discrimination or harassment.

Making intentionally false claims of retaliation is not protected activity.

V. Reporting Discrimination, Sexual or Any Other Form of Harassment and Retaliation Internally

AADF cannot prevent or remedy discrimination, harassment or retaliation unless known to it.

Any Covered Individual who has been subjected to behavior that may constitute discrimination, harassment, and/or retaliation, or who has witnessed or becomes aware of conduct that may constitute discrimination, harassment, and/or retaliation, is encouraged to report such behavior to their immediate supervisor, the Human Resources Department (“HR”), or the Chief Financial Officer (“CFO”). There is no formal chain of command when it comes to reporting any issues, concerns or formal complaints regarding discrimination or harassment, and individuals may bypass their immediate supervisor and report the matter to HR or the CFO in the first instance, without fear of retaliation.

Reporting should be as soon after the event occurs as possible. Should the alleged discrimination, harassment, or retaliation occur at a time other than normal business hours, the complaint should be voiced as early as practicable on the first business day following the alleged incident.

Complaints may be made verbally or in writing. A Complaint Form for submission of a written complaint is attached to this Policy, and all Covered Individuals, including those who report on another’s behalf, are encouraged to use this Complaint Form to report potential violations of this Policy. Covered Individuals who prefer not to report in writing may be asked to verbally answer the questions on the Complaint Form.

Covered Individuals are also encouraged (though not required) to inform the alleged harasser that the behavior is unwelcome. In many instances, a person may be unaware that his or her conduct is unwelcome or offensive and when so advised, can easily and willingly correct the conduct so that it does not re-occur.

Here are some other important points to keep in mind about reporting violations:

- If a Covered Individual raises a concern and the issue is not resolved, he or she should raise it through another channel.
- Individuals who intentionally make false accusations of discrimination, harassment, and/or retaliation will be subject to disciplinary action.
- Although complaints may be made anonymously, please note that maintaining anonymity may limit AADF's ability to conduct a thorough investigation. Therefore, complainants are encouraged to provide detailed information, including his or her identity, when making a report.

VI. Supervisory Responsibilities

All supervisors and managers who receive a complaint or information about suspected discrimination or harassment, observe what may be discriminatory or harassing behavior, or for any reason suspect that discrimination or harassment is occurring, are required to report such suspected conduct to HR.

In addition to being subject to discipline if they engage(d) in discriminatory or harassing conduct themselves, supervisors and managers will be subject to discipline for failing to report suspected discrimination or harassment or otherwise knowingly allowing such conduct to continue. Supervisors and managers will also be subject to discipline for engaging in retaliation.

VII. Complaint And Investigation Process

All complaints or reports of actual or suspected discrimination, harassment, and/or retaliation whether written or verbal, will be investigated in an impartial, timely, and thorough manner. Investigations will be kept confidential to the extent possible. All persons involved, including complainants, witnesses and alleged perpetrators, will be treated fairly, and we will strive to protect their rights to a fair and impartial investigation.

Covered Individuals are required to cooperate as needed in an investigation into allegations of suspected discrimination or sexual or any other form of harassment. Retaliation against individuals who file complaints, support another's complaint, or participate in an investigation is prohibited. Covered Individuals who intentionally provide false or inaccurate information during an investigation will be subject to discipline, up to and including an unpaid suspension or termination, and/or appropriate remedial action.

While the process may vary from case to case, in conducting an investigation, AADF will:

- Promptly review the allegations, and take any interim actions, as appropriate;
- Where necessary and appropriate, interview parties involved, including any relevant witnesses;
- Take appropriate disciplinary and remedial actions, if a violation of this Policy occurred;
- Notify the complainant of the outcome of the investigation.

VIII. Legal Protections And External Remedies

Discrimination, harassment and retaliation are not only prohibited by AADF but also are unlawful and prohibited by state, federal, and, where applicable, local law.

It is AADF's desire to resolve all complaints of discrimination, harassment, and retaliation through AADF's internal complaint resolution process described above. However, AADF also recognizes an individual's right to seek assistance from outside agencies. Aside from the internal process at AADF, employees, applicants for employment, interns, and Non-Employees who believe they may have been discriminated against, subjected to harassment, and/or retaliated against may choose to contact governmental entities.

AADF is subject to the New York Executive Law, which is administered by the New York State Division of Human Rights ("SDHR"), Title VII of the Civil Rights Act, which is administered by the U.S. Equal Employment Opportunity Commission ("EEOC") and the New York City Commission Human Rights Law which is administered by the New York City Commission on Human Rights ("NYCCHR"). All of these administrative agencies take complaints of discrimination, harassment and retaliation and investigate and make determinations on their merits. Generally, if they find that the law was violated they seek make whole relief, which can include termination of unlawful acts, redress the damage caused including monetary damages, attorney's fees and civil fines. Administrative and Judicial review of agency determinations is provided for under the laws in question. The NYC branch of the SDHR is located at, NYS Division of Human Rights, One Fordham Plaza, Fourth Floor, Bronx, New York 10458 or (718) 741-8400. The NYC branch of the EEOC is located at 33 Whitehall Street, 5th Floor, New York, New York 10004 or (800) 669-4000. The NYCCHR is located at Law Enforcement Bureau of the NYC Commission on Human Rights, 40 Rector Street, 10th Floor, New York, New York; call 311 or (212) 306-7450.

Discrimination, Harassment, and Retaliation Complaint Form

If you believe that you have experienced or witnessed conduct that is prohibited by our Anti-Harassment, Discrimination, and Retaliation Policy (the "Policy"), you are encouraged to report such conduct by using the Discrimination, Harassment, and Retaliation Complaint Form (which is attached to this Employee Handbook and also available in the Human Resources Department) or report it verbally to your immediate supervisor, the Human Resources Department, the General Counsel, or the Chief Financial Officer.

REASONABLE ACCOMMODATION POLICY

AADF is committed to complying with all applicable provisions of the Americans with Disabilities Act ("ADA"), as amended by the Americans with Disabilities Act Amendments Act of 2008, and all applicable state and local laws which prohibit discrimination against qualified individuals with disabilities. Consistent with this policy of no discrimination, AADF will provide reasonable accommodations to a qualified individual with a disability, as defined by the ADA or other applicable laws, to the extent that such request does not constitute an undue hardship to AADF.

In this connection, it is AADF's policy to, without limitation:

- Ensure that qualified individuals with disabilities are treated in a non-discriminatory manner in the pre-employment process and that employees with disabilities are treated in a non-discriminatory manner in all terms, conditions, and privileges of employment.

- Keep all medical-related information confidential in accordance with the requirements of applicable law and retain such information in separate confidential files.
- Provide applicants and employees with disabilities with reasonable accommodation, except where such an accommodation would create an undue hardship on AADF.
- Notify individuals with disabilities that it is AADF's policy to provide reasonable accommodation to qualified individuals with disabilities, by including this policy in AADF's Personnel Manual and by posting the Equal Employment Opportunity Commission's poster with respect to not discriminating against individuals with disabilities and other protected groups conspicuously in AADF's facilities.

Procedure for Requesting an Accommodation

On receipt of an accommodation request, the Human Resources Department, along with the requesting individual's supervisor, will meet with the employee to discuss and identify the precise limitations resulting from the employee's disability and the potential accommodation that AADF may make to help overcome those limitations. In order to facilitate the accommodation process, and consistent with applicable law, employees may be required to provide medical certification from a health care provider which substantiates the disability, the employee's ability to perform the essential functions of your job and the need for the requested reasonable accommodation.

AADF will determine the feasibility of the requested accommodation by considering various factors including, but not limited to, the nature and cost of the accommodation, the availability of tax credits and deductions, outside funding, the facility's overall financial resources and organization, and the accommodation's impact on the operation of the facility, including its impact on the ability of other employees to perform their essential job functions and on the facility's ability to conduct business.

Once a decision has been made with respect to an employee's request for a reasonable accommodation, AADF will inform the employee of the company's decision with respect to the request for an accommodation.

PUBLIC ACCOMMODATIONS POLICY

AADF welcomes visitors, guests, and supporters with disabilities and is committed to providing them with an outstanding experience when attending AADF. The ADA and applicable state and city laws prohibit discrimination against persons with disabilities in public accommodations. AADF prohibits the exclusion, segregation, and unequal treatment of individuals with disabilities from and within any facility under AADF's control. In addition, it is AADF's policy to:

- Ensure its own facilities are physically accessible to individuals with disabilities;
- Make reasonable modifications of policies, practices, and procedures to ensure that individuals with disabilities have access to their goods, services, facilities, privileges, advantages, and accommodations;
- Provide auxiliary aids and services to individuals with disabilities to ensure that no individual with a disability is excluded, denied services, segregated, or otherwise treated differently than other individuals;
- Maintain their accessible features; and

- Provide accessible transportation when transportation is provided to visitors, guests, and supporters.

Reasonable Modifications to Policies, Practices, and Procedures

AADF will endeavor to make reasonable modifications to their policies, practices, and procedures, at no additional charge, to ensure that individuals with disabilities have access to the goods, services, amenities, and accommodations that are available to other guests and visitors. Consistent with this policy, AADF facilities welcome service animals. AADF facilities also allow individuals with mobility disabilities to use manually operated or power-driven wheelchairs, and other manually operated mobility aids (such as walkers and canes) that are designed to assist those individuals with locomotion.

AADF facilities will likewise provide auxiliary aids and services to individuals with disabilities, at no additional charge, to ensure that their communications with such individuals are effective.

Responding to Requests for a Reasonable Modification

AADF will provide training for employees whose routine duties require interaction with guests, visitors, and supporters so that they may respond to requests for modifications to policies, practices, procedures, and auxiliary aids and services in accordance with applicable federal, state, and local law in the course of executing their duties. Management will be available to consult with employees in making reasonable modifications and will be available to answer any questions from employees, guests, visitors, and supporters. No AADF employee may deny a request for modifications without consulting with a supervisor.

III. POLICES, PROCEDURES, AND CODE OF CONDUCT

ACCESS TO PERSONNEL FILES

AADF maintains a personnel file for each employee. The employee's personnel file may include such information as the employee's resume, records of training and professional development, documentation of performance appraisals, and other employment records. Personnel files are the property of AADF and access to them is restricted. Generally, only supervisors and management personnel of AADF who have a legitimate reason to review information in a file are allowed to do so. Employees may request, in writing, access to their personnel file from the Human Resources Department as permitted by applicable law. Employees must review the file in the presence of an appropriate Human Resources Department representative. Employees may take notes or make single copies of any matter in their file. Employees are not allowed to remove anything from any personnel file. Disciplinary action, including, but not limited to, termination of employment, will be taken for the removal of any materials from any personnel file, or the removal of any official personal file, in whole or in part, from AADF premises.

CHANGE IN STATUS

It is each employee's responsibility to promptly update the payroll system with any changes in personal data. Your name, home address, telephone number, the number and names of dependents, individuals to be contacted in the event of an emergency, direct deposit information, educational credentials, and other such information should be current at all times. Be sure to update the payroll system with any changes in your personal data as soon as they occur and no more than ten (10) days from the date of the change.

DOCUMENT RETENTION

AADF maintains a Document Retention Policy for the purpose of having standardized and orderly procedures for retaining and disposing of company records, which comply with all legal and fiscal requirements as well as the business needs of AADF and its employees. Please review AADF's policy, available on AADF's intranet, for specific details. For further information about specific retention requirements for an employee's department and/or certain types of documents, please contact the Chief Financial Officer or the General Counsel.

CONFLICTS OF INTEREST/DUTY OF LOYALTY

AADF expects from each of its employees business conduct consistent with the highest ethical standards. Accordingly, employees must avoid actual and potential conflicts of interest, including, but not limited to activities, interests or associations outside of AADF that could impair your ability to perform your work objectively and effectively or that could give the appearance of interfering with your responsibilities on behalf of AADF or its clients. Because it would be impossible to compile an exhaustive list of all potential conflicts of interest and unethical business practices, the best guidelines are individual conscience, common sense and a careful and unwavering compliance with the law. This policy is intended to supplement, but not replace, any applicable state, federal, or local laws governing conflict of interest applicable to nonprofit and charitable organizations.

Employees responsible for requisitioning, purchasing, or receiving materials or services for AADF must disclose to the Executive Director any relationship with another entity with which AADF does business, so that AADF can establish safeguards to avoid any actual or potential conflict of interest.

Officers, directors and Key Employees are also be covered by AADF's Conflict of Interest Policy. Key Employees include a person who is or has been within the last five (5) years in a position to exercise substantial influence over the affairs of AADF, including but not limited to, a voting member of the Board, a non-office employee with similar responsibilities to those of an officer, and a "highly compensated" employee within the meaning of section 4958 of the Internal Revenue Service who is also in a position to exercise substantial influence over the affairs of AADF.

Contact the General Counsel for more information or questions about conflicts of interest.

OUTSIDE EMPLOYMENT AND ACTIVITIES

Board memberships, outside consultancies, outside teaching, conference speaking or panel participation should be approved by your supervisor or the Executive Director. Board memberships, outside consultancies, outside teaching, conference speaking or panel participation which pre-date your hire with AADF should be disclosed to AADF at or prior to the time of hire.

CORPORATE OPPORTUNITIES

You may not use your position or corporate property or information for personal gain and may not take AADF business opportunities or interests for yourself or when contrary to the business interests of AADF. Business opportunities that arise as a result of your position at AADF or through the use of corporate property or information belong to AADF.

COMMUNICATION AND SOCIAL MEDIA INTERACTIONS WITH MINORS

AADF employees are not to communicate with Ailey Student Minors (defined as minors who are currently enrolled as students in AIE, The Ailey School or The Ailey Extension programs) on personal social media sites or otherwise, except for official business purposes or in the case of emergency. Communications between Ailey Students Minors and AADF employees must include the parent/legal guardian and be limited to official business and professional communications, only.

PERFORMANCE MANAGEMENT

AADF's intention is to hire and retain the most qualified people available and to offer them the maximum opportunity to succeed and attain professional growth. All employees are expected to deliver first-rate job performance and to show gains in skills and knowledge. Your supervisors will provide assistance, feedback, and guidance as to your achievement of these expected goals on a regular basis, both informally and formally. An integral part of this process is an annual performance review and conversation. The annual process generally occurs between March and June. The process includes an employee's self-evaluation, as well as feedback from his or her supervisor about the employee's strengths, weaknesses, and general performance based on his or her job description. A copy of notes from the process will be filed with the Human Resources Department and within the employee's personnel file.

In addition to this formal evaluation process, AADF encourages employees and supervisors to maintain open communication throughout the year. We want each employee to excel in the workplace, contributing to the best of his or her ability and in a way that benefits both the career growth and development of the employee and the performance of AADF as they relate to the mission of AADF.

SMOKING POLICY

To maintain a safe and comfortable working environment and to ensure compliance with applicable laws, smoking in AADF offices and facilities is strictly regulated. Smoking is prohibited inside or outside the Joan Weill Center for Dance building. No Smoking areas will be marked with appropriate signage in accordance with application law. Employees smoking in any non-smoking area may be subject to disciplinary action up to and including termination of employment.

AADF will not discriminate against any employee who lawfully uses tobacco products off AADF's premises during non-working hours, as long as the employee complies with applicable law and AADF policy during the course of employment.

Complaints about violations of this policy may be filed under AADF's Open Door Policy. AADF prohibits retaliation against employees who file a complaint under this policy or for participating in a complaint investigation.

NO PET POLICY

In the interest of maintaining a safe and healthful work environment, and to avoid disruption in the workplace, employees are not permitted to bring pets to any AADF building or other location(s) used by AADF in connection with its operations. In the event an employee requires the assistance of an animal to enable him/her to perform the essential functions of his/her job, such an animal may be permitted on AADF premises as a reasonable accommodation.

Please see AADF's Equal Employment Opportunity and Reasonable Accommodation policies for more information about requesting a reasonable accommodation.

OUT OF OFFICE PROCEDURE

Except as may be affected by other policies, or as otherwise may be required by law, employees must inform their supervisor when they are not in the building and are required to keep updated messages on their voicemails and e-mails regarding their whereabouts. Employees are also required to report their time out of office on the payroll system. Please review the Out of Office Checklist, available on AADF's intranet, for specific details.

SAFETY IN THE WORKPLACE AND EMERGENCY PROCEDURES

AADF is committed to a workplace that is safe and productive. Accordingly, while on AADF premises, at AADF-sanctioned activities, or during the performance of AADF-related activities outside AADF premises, employees are expected to conduct themselves in a manner that will not endanger themselves, other employees or visitors. Work areas should be kept free of all obstructions that may cause injury to employees or other visitors on the premises. Additional information and specific emergency procedures can be found and are detailed on AADF's Intranet.

WORKPLACE VIOLENCE POLICY

It is AADF's policy to expressly prohibit any acts or threats of violence by any AADF employee or former employee against any other employee in, on or near AADF's facilities or elsewhere at any time. AADF also will not condone any acts or threats of violence against AADF's employees, faculty, students, staff, anyone doing business on behalf of AADF, or visitors on company premises at any time or while they are engaged in business with or on behalf of AADF, whether on or off company premises. It is the intent of AADF:

- To provide a safe and healthful work environment;
- To take prompt remedial action up to and including termination, against any employee who engages in any threatening behavior or acts of violence or who uses any obscene, abusive, or threatening language or gestures.
- To take appropriate action when dealing with customers, former employees, or visitors to AADF's facilities who engage in such behavior. Such appropriate action may include notifying the police or other law enforcement personnel and prosecuting violators of this policy to the maximum extent of the law.
- To prohibit the possession, use or sale of weapons, firearms or explosives on company property or at any time while engaged in company business off company premises, except where expressly authorized by AADF and/or permitted by federal, state and local laws. This policy applies to all employees, including, but not limited to, those who have a valid permit to carry a firearm.
- To establish viable security measures to ensure that AADF's facilities are safe and secure to the maximum extent possible and to properly handle access to company facilities by the public, off-duty employees, and former employees.
- Any employee who displays a tendency to engage in violent, abusive, or threatening behavior, or who otherwise engages in behavior that the company, in its sole

discretion, deems offensive or inappropriate will be subject to disciplinary action, up to and including termination of employment.

In furtherance of this policy, employees have a duty to warn any supervisor, the Human Resources Department, or security personnel of any suspicious workplace activity or situations or incidents that they observe or that they are aware of that involve other employees, former employees, customers, or visitors that appear problematic. This includes, for example, threats or acts of violence, aggressive behavior, threatening comments or remarks, and the like. Employee reports made pursuant to this policy will be held in confidence to the maximum extent possible. AADF prohibits any form of retaliation against any employee for making a report under this policy. However, if, after investigating any complaint, the company determines that the complaint was frivolous and was not made in good faith or that an employee has knowingly provided false information regarding the complaint, disciplinary action may be taken against the individual who filed the complaint or who gave the knowingly false information, up to and including termination of employment.

CODE OF CONDUCT

As an integral member of AADF, you are expected to accept certain responsibilities, adhere to acceptable business principles in matters of personal conduct, and to exhibit a high degree of personal integrity at all times. Whether you are on or off duty, your conduct reflects on AADF. You are, consequently, encouraged to observe the highest standards of professionalism at all times.

Listed below are some of the rules and regulations of AADF. This list should not be viewed as being all-inclusive. Types of behavior and conduct that AADF considers inappropriate and which could lead to disciplinary action up to and including termination of employment, include, but are not limited to:

- Falsifying employment or other AADF records, including time records;
- Violating AADF's Anti-Discrimination, Anti-Harassment, and Retaliation policies;
- Violation of any policy contained within this Personnel Manual;
- Engaging in a pattern of excessive absenteeism or tardiness;
- Filing an internal complaint that is not made in good faith or is false and/or providing knowingly false information in connection with the investigation of any internal complaint;
- Engaging in excessive, unnecessary, or unauthorized use of AADF's supplies, particularly for personal purposes;
- Reporting to work intoxicated or under the influence of illegal drugs or prescribed medication which interferes with your ability to perform the functions of your position;
- Engaging in excessive personal calls, use of cell phones, breaks, or other conduct which interferes with your ability to satisfactorily complete your work related tasks job;

- Bringing or using alcoholic beverages on AADF property or using alcoholic beverages while engaged in AADF business off AADF's premises, except where authorized;
- Fighting or using obscene, abusive, or threatening language or gestures;
- Stealing property from coworkers, customers or clients or AADF;
- Having or possessing unauthorized firearms or other weapons on AADF premises or while on AADF business;
- Disregarding safety or security regulations;
- Engaging in insubordination;
- Negligence or dereliction of duty;
- Record time worked and time not worked during business hours in the payroll system;
- Inability to meet work standards or efficiency levels;
- Reporting to work in possession of illegal drugs;
- Failure to cooperate in any AADF investigation or attend required meetings; and
- Willfully damaging or defacing, or attempting to damage or deface, or any unauthorized use of, AADF's property or facilities.

If your performance, work habits, overall attitude, conduct, or demeanor becomes unsatisfactory in the judgment of AADF, based on violations either of the above or of any other AADF policies, rules, or regulations, or otherwise, you will be subject to disciplinary action, up to and including termination of employment.

SOLICITATION AND DISTRIBUTION OF LITERATURE

In the interest of maintaining a proper business environment and preventing interference with work and inconvenience to others, employees may not distribute literature or printed materials of any kind, during working time, except on the public bulletin boards provided for this purpose. Employees who are not on working time (such as those on lunch hour or breaks) may not solicit employees who are on working time for any cause or distribute literature of any kind. Working time includes the working time of the co-worker doing the soliciting or distributing and the co-worker to whom the soliciting or distributing is being directed, but does not include meal periods, scheduled breaks, times before or after a shift, or other times when co-workers are properly not performing their job duties. Nonemployees are prohibited from distributing material or soliciting employees on AADF's premises at any time.

CONFIDENTIALITY AND CONFIDENTIAL INFORMATION

In the course of business, AADF employees will occasionally obtain information that is confidential. For purposes of this policy, "confidential information" includes all trade secrets, know-how, ideas, business plans, pricing information, any information concerning clients, customers or supporters, computer programs (whether in source code or object code), procedures, processes, strategies, methods, systems, designs, discoveries, inventions, production methods and sources, marketing and sales information, product and marketing plans, information received from

others that AADF is obligated to treat as confidential or proprietary, and any other technical, operating or other business information that has commercial value and which relates to AADF, its business, potential business, operations or the business of AADF's affiliates or clients, which is not otherwise publicly available.

In addition, "confidential information" includes non-public information relating to:

- Details regarding AADF's upcoming performances and programs;
- Information about box office data, sales and pricing information;
- AADF designs for advertising and promotional materials;
- AADF business and marketing analyses, plans, strategies, and methods; and
- Employee medical information maintained by AADF in accordance with applicable law.

Confidential information generated and gathered in our business is a valuable company asset. Protecting this information from unauthorized use and disclosure is critical to AADF's continued success, reputation for integrity, maintaining good will, and business relationships with third parties such as vendors and supporters. Accordingly, you should maintain all confidential information in strict confidence, except when disclosure is authorized by AADF or required by law.

Nothing in this policy is intended to prevent an employee from engaging in union organizing activities, discussing wages, hours, benefits, working conditions, or other terms and conditions of employment, or engaging in other actions that are legally protected under the National Labor Relations Act or other applicable state or federal law.

PRIVACY & AADF PROPERTY/PREMISES

AADF policies regulate use of AADF's systems, including telephones, computer networks, electronic mail and remote access capabilities. Except to the extent applicable law may provide otherwise, employees do not have a right to privacy while working on AADF's premises.

AADF is not responsible for any employee's personal property at the workplace or offsite when the employee is on AADF business. Offices, desks, and filing cabinets are provided by AADF for the use of our employees. This equipment is the property of AADF, provided for business purposes, and AADF has a key to each office, desk, and cabinet equipped with a lock. AADF reserves the right to access offices and search desks and cabinets at any time, when warranted in AADF's judgment.

All electronic and telephonic communication systems, computers and other business equipment and communications, including AADF-provided voicemail, e-mail, Internet access, fax software/machines and similar business devices, are the sole property of AADF. Any information transmitted by, received from, or stored in such equipment is also AADF's property. Employee communications on our system are not confidential or private. Although an employee may have an individual password to access our systems, the systems and communications belong to the company. The systems and electronic communications are accessible to AADF at all times, including periodic unannounced inspections.

These systems must not be used to unlawfully infringe copyrighted material, or transmit or download vulgar or threatening messages or materials, including, but not limited to, those that contravene AADF's Equal Employment Opportunity, Anti-Discrimination, Anti-Harassment, and Retaliation Policies. Under no circumstances should personal software, including instant messaging software, be downloaded onto AADF's computer system.

Personal Communications

Personal communications in AADF's systems are treated the same as all other electronic communications and will be used, accessed, recorded, monitored, and disclosed by AADF at any time without further notice. Since all electronic communications and systems can be accessed without advance notice, employees should not use our systems for communication or information that employees would not want revealed to third parties. AADF has the ability to override logon or login information and passwords. AADF reserves the right to monitor and intercept electronic or telephonic communications in the ordinary course of business, and may monitor or download computers or software, in accordance with applicable law.

Personal use of AADF systems should be limited to non-working time.

Prohibited Uses of AADF's Systems

AADF provides certain equipment to assist employees with the execution of their job duties, and such tools should not be abused. Examples of prohibited uses include, among other things, sexually explicit messages, images, cartoons, or jokes; propositions or love letters; ethnic or racial slurs; or any other message or image that may be in violation of company policies.

In addition, employees may not use AADF systems:

- In violation of any of the company's policies against discrimination, unlawful harassment, or retaliation;
- To download, save, send or access any discriminatory, obscene, or malicious or knowingly false material;
- To download anything from the internet (including shareware or free software) without the advance written permission of the program operations manager;
- To download, save, send or access any site or content that the company might deem "adult entertainment;"
- To attempt or to gain unauthorized or unlawful access to computers, equipment, networks, or systems of the company or any other person or entity;
- In connection with any infringement of intellectual property rights, including but not limited to copyrights;
- In connection with the violation or attempted violation of any law; and
- To transmit proprietary business information or client material such as pricing information or trade secrets.

SOCIAL MEDIA COMMUNICATIONS POLICY

Social media such as web-based discussions (such as blogs) or conversation pages and other forms of social media (*i.e.*, Facebook, LinkedIn, Twitter, etc.) are significant and popular forms of

communication. Because of the potential impact that social media can have on AADF and its reputation, it is necessary to outline AADF's policy regarding electronic social media usage. All policies, guidelines, and rules set forth in this Personnel Manual that apply to employee communication and conduct apply equally to social media communications and Internet conduct.

Electronic social media generally refers to the use of Internet, cellular, or other networks to share or discuss user-generated information. Examples of such activity includes, but is not limited to, review, use or participation in blogs or microblogs (including but not limited to Twitter), personal websites or webpages; listservs or mailing lists; social networking sites (such as Facebook, LinkedIn, Google Plus, *etc.*); audio or video-sharing websites (such as YouTube, Flickr, Google Video or Metacafe); internal social intranets or networks; text-messaging or "same-timing" using either instant-messaging software, cell phones or other mobile devices; and virtual worlds (such as Second Life). This policy applies to these activities as well as other kinds of social media or user-generated media that is currently available or may become available after the publication of this policy.

Know and Follow the Rules

Read these guidelines as well as all of AADF's policies and ensure that your postings are consistent with these policies. Some examples of inappropriate postings that are prohibited by this policy include, but are not limited to, posts that include discriminatory remarks, constitute harassment and threats of violence or similar unlawful conduct. The employee responsible for such a post may be subject to disciplinary action, up to and including, termination of employment.

You are more likely to resolve work related complaints by speaking directly with your co-workers or bringing complaints to the attention of their supervisors than by posting complaints to a social media outlet. Nevertheless, if you decide to post complaints or criticism, avoid using statements, photographs, video or audio that reasonably could be viewed as malicious, obscene, threatening or intimidating, or that might constitute unlawful harassment or bullying. Examples of such conduct might include, but are not limited to, posts meant to put someone in fear for their physical safety or psychological well-being; posts designed to cast someone in a false light to the public; posts that invade a person's reasonable expectation of privacy; or posts that could contribute to a hostile work environment on the basis of race, color, creed, religion, sex, pregnancy, national origin, nationality, ancestry, citizenship, age, physical or mental disability or other impairment, gender identity, military or veteran status, domestic violence victim status, familial status, marital status, sexual preference, sexual orientation, genetic information or any other status protected by federal, state or local law.

Use good judgment and discretion when posting. Employees should always consider the possible consequences of their contributions to social media given that, once posted, contributions may end up virtually anywhere online. Employees should be aware that they may be personally responsible for legal liability arising from or relating to the content of their personal social networking.

When you create a blog, message, comment or post, do not expressly or impliedly attribute it to AADF or one of AADF's customers or supporters unless you have received advance approval for both the posting activity and/or the substantive content of the message, text or images. Never post any information or rumors that you know to be false, dishonest, defamatory, slanderous or otherwise unlawful about the company, fellow employees, clients, and people working on behalf of the company or competitors. Further, employees are expressly prohibited from using for commercial purposes the marks "ALVIN AILEY," "AILEY," including "AILEY ARTS IN

EDUCATION AND COMMUNITY PROGRAMS” without AADF’s prior written permission, except for AADF business and/or employee biographical purposes. Please do not identify yourself as an AADF employee in a manner that creates an impression you are speaking on AADF’s behalf, unless you have the authority or permission to do so.

Employees are prohibited from engaging in personal use of social media while on work time. This policy applies to employee’s personal use of social media platforms, done on employee’s personal time using non-AADF resources.

Where applicable, the company complies with state laws concerning access to an employee’s personal social networking account, including restrictions concerning employer requests for an employee’s username and/or password.

Notwithstanding the foregoing, nothing in this policy is intended to, or should be understood as intending to, limit or interfere with employees’ rights under Section 7 of the National Labor Relations Act, including the right to, among other things, engage in a protected concerted activity or to discuss the terms and conditions of employment, including, but not limited to wages.

Retaliation is Prohibited

Employees are encouraged to report violations of this policy. AADF prohibits adverse action against any employee for reporting a possible violation of this policy or cooperating in an investigation. Any employee who retaliates against another employee for reporting a possible violation of this policy or cooperating in an investigation will be subject to disciplinary action, up to and including, termination.

Reporting of False Information

If an employee finds false statements or misrepresentations made about AADF in electronic social media, employees are directed not to respond, but instead, to bring the situation to the attention of Christopher Zunner, the Director of Public Relations at czunner@alvinailey.org.

FRATERNIZATION

AADF prohibits romantic or sexual relationships between AADF employees and currently enrolled students in The Ailey School, where one person in the relationship has actual or apparent authority over the other.

Examples include:

- Student/Teacher
- Supervisor/Supervisee
- Administrator/Student

In addition, any romantic or sexual relationship with a minor under age 18 is illegal and will not be tolerated.

IF YOU LEAVE THE COMPANY

Resignation

If you plan to end your employment with AADF, we ask that non-Director level employees notify supervisor(s) in writing at least three (3) weeks prior to your last day, or in the case of Director level employees, four (4) weeks prior to your last day (“Notice Period”). Employees are asked to

cooperate in the transition of their duties during this Notice Period. Employees may not be allowed to use Paid Time Off (“PTO”) during this notice period unless approved in advance by their supervisor. AADF reserves the right to terminate an individual’s employment prior to the end of the Notice Period.

If employees in the following categories give adequate notice of their resignations, as indicated below, upon the cessation of their employment, employees will be paid for accrued, but unused PTO:

- Employees below the Director level who provide three (3) weeks’ notice.
- Employees at the Director level and above who provide four (4) weeks’ notice.

Accrued but unused PTO will only be paid out upon termination of employment under the circumstances detailed above. An employee who is involuntarily separated from AADF will not be paid for accrued but unused PTO at the cessation of their employment. Regardless of the amount of notice provided to AADF, upon the termination of your employment with the company, employees will not be paid unused but accrued sick leave or any other form of company sponsored leave.

Company Property

An employee’s keys, ID card, access card, corporate credit cards, cellular phone devices, laptops, and any other issued technology in his or her possession must be returned to the employee’s supervisor by his or her last day of work. The employee must also promptly return to AADF any and all company documents, confidential information, E-mails and other electronic records, and may not retain any copies thereof, other than documents relating solely to the employee’s individual compensation and benefits with AADF.

EMPLOYMENT REFERENCES AND VERIFICATION

Occasionally AADF is asked to provide a reference or a verification of employment and/or income on or for a current or former employee. All such requests should be forwarded to the Human Resources Department. As a general rule, the Human Resources Department will respond only to those inquiries that are submitted in writing. Responses to such inquiries will confirm the dates of employment, last salary, and position(s) held. Generally, no additional employment data will be released unless AADF receives a written authorization and release signed by the individual who is the subject of the inquiry. AADF, however, retains the right to respond to verbal inquiries and to release any information it deems appropriate in its discretion without obtaining the authorization of the current or former employee. AADF also reserves the right to verify information such as employment status and job title without notification to the individual involved, and to cooperate with law enforcement, public safety, or medical officials who have valid need to ascertain limited specific information about an individual.

IV. YOUR PAY

AADF is committed to ensuring that all employees are fully paid in accordance with the pay arrangements that have been established and to fully comply with applicable federal, state, and local wage and hour law. AADF endeavors at all times to ensure that employees’ salaries or wages are fully paid.

WHEN YOU ARE PAID

Generally, employees are paid on a weekly basis, based on the payroll week that goes from Monday to Sunday. Payment is made on the Friday of the following week.

HOW YOU ARE PAID

You can access copies of your pay stubs and annual IRS Form W-2 from our payroll system. AADF will provide to all employees who elect to receive electronic pay stubs (i.e., who select an electronic payment option) secure computer access to view and print pay stubs and IRS Forms W-2 during work hours at no cost to the employee. You will be paid by a paper check or with your prior written consent, AADF will pay employees electronically.

PAYCHECK DEDUCTIONS

All required deductions such as federal, state, and local taxes and all authorized voluntary deductions such as health insurance contributions will be withheld automatically from your paycheck. If applicable, deductions for 403(b) and flexible spending accounts will be taken from each paycheck.

CORRECTIONS TO PAY

Employees who believe that there is some error with their pay, must notify their supervisor and/or anyone in the Payroll or Human Resources Departments immediately upon discovering such discrepancy, in order to have the problem resolved. Employees will not be subject to any form of retaliation for raising such an issue or for filing a complaint with respect to their pay. If it is determined that the employee was not paid correctly, the error will be corrected.

Employees must also report any overpayment of their wages. Failure to do so may result in disciplinary action, up to and including termination of employment.

EXPENSE POLICY

It is AADF's policy to reimburse employees for necessary and reasonable expenses when directly related to the transaction of AADF's business. AADF maintains an Expense Policy for the purpose of having standardized and orderly procedures related to the reimbursement of AADF expenses, which comply with all legal and fiscal requirements as well as the business needs of AADF and its employees. Please review AADF's policy, available on AADF's intranet, for additional information and specific procedural details.

V. SALARY BASIS / SAFE HARBOR POLICY

The Fair Labor Standards Act (FLSA) is a federal law which requires that most employees in the United States be paid at least the federal minimum wage for all hours worked and overtime pay at time and one-half (1.5) the regular rate of pay for all hours worked in excess of forty (40) hours in a workweek.

However, the FLSA provides some exemptions from its minimum wage and/or overtime pay requirements for certain employees, such as those employed as bona fide executive, administrative, professional, computer professional, and outside sales employees. To qualify for exemption, employees generally must meet certain tests regarding their job duties and, in some cases, be paid at least a portion of their compensation on a salary basis with the salary component amounting to a certain minimum, guaranteed amount each week.

Some state laws also provide for exemptions from minimum wage and/or overtime pay, and the requirements for such state exemptions may be different from those of the FLSA.

Job titles do not determine exempt status, nor does whether the employee is paid hourly or by salary. In order for an exemption to apply, an employee's specific job duties and compensation must meet all the requirements of the Department's regulations, as well as any applicable state law requirements.

SALARY BASIS REQUIREMENT

Most exempt employees must be paid on a salary basis, which means that at least a portion of their compensation must be paid in the form of a salary that does not change from week to week or pay period to pay period because of variations in the quality or quantity of the employee's work. (Outside sales employees, some computer professionals, and certain other types of professional employees do not have to be paid on a salary basis to be exempt.) Subject to exceptions listed below, exempt employee's salary will not be reduced for any of the following reasons in any week in which that employee performs work:

- partial day absences for person reasons, sickness or disability;
- absence because the facility is closed on a scheduled workday;
- absences for jury duty, attendance as a witness, or military leave in any week in which the employee has performed any work; or
- any other deductions prohibited by state or federal law.

Exempt employees do not need to be paid for any workweek in which they perform no work. Except as listed below, or as otherwise permitted by law, if the employer makes deductions from an employee's predetermined salary because of the operating requirements of the business, that employee is not paid on a "salary basis." If the employee is ready, willing and able to work, deductions may not be made for time when work is not available.

CIRCUMSTANCES IN WHICH THE COMPANY MAY MAKE DEDUCTIONS FROM SALARY

An exempt employee's salary may, however, be reduced during any work week in which that employee performs work if one of the following exceptions applies:

- absences of one (1) or more full days for personal reasons other than sickness or disability when the employee has exhausted all vacation or has requested leave without pay;
- absences of one (1) or more full days due to sickness or disability when the employee has exhausted all sick/personal days; and
- fees received by the employee for jury duty, witness duty, or military leave may be applied to offset the pay otherwise due to that employee.

In addition, an exempt employee's salary will be reduced for certain types of deductions required by law or authorized by the employee, such as: the employee's portion of health insurance premiums, if they are enrolled; state, federal or local taxes and social security. Also, an employer is not required to pay the full salary in the initial or terminal week of employment or for weeks in which an exempt employee takes unpaid leave under the Family and Medical Leave Act, where

applicable. In these circumstances, either partial day or full day deductions may be made in accordance with applicable law.

COMPANY POLICY

It is AADF's policy to comply with the salary basis requirements of the FLSA. Therefore, we prohibit all AADF managers from making any improper deductions from the salaries of exempt employees. We want employees to be aware of this policy and that AADF does not allow deductions that violate the FLSA.

WHAT TO DO IF AN IMPROPER DEDUCTION OCCURS

If an employee believes that an improper deduction has been made to his/her salary, he/she should immediately report this information to Chief Financial Officer and the error, once verified, will be remedied promptly. Employees are responsible for submitting complaints in writing via memo or e-mail. The complaint should include the dates and circumstances of the unauthorized pay deduction or other payment error, and whether such error has occurred on other occasions.

Reports of improper deductions will be promptly investigated. If it is determined that an improper deduction has occurred, the employee shall be promptly reimbursed for any improper deduction made. It is a violation of AADF's policy, and it is unlawful, to retaliate against any employee for making or filing a good faith complaint regarding an unauthorized deduction or other payment error. Any such retaliation will result in disciplinary action, up to and including termination.

VI. ATTENDANCE AND LEAVE POLICIES

ABSENTEEISM AND TARDINESS

Unless otherwise required by law, an employee has the responsibility to notify his or her supervisor of an absence or expected tardiness in advance. If that is not feasible, then notice must be provided as soon as possible after the start of the workday. If an absence is to continue beyond the first day, the employee must notify their manager on a daily basis, unless other arrangements have been made with his or her manager.

An employee who is absent for more than three (3) consecutive workdays, without giving proper notice to his/her supervisor or Human Resources will be considered to have voluntarily abandoned his or her job and their employment will be terminated, unless applicable law requires otherwise. It is an employee's responsibility to request and record time off in the payroll system.

As you might expect, good attendance is an essential function of everyone's job in order to carry out AADF's mission. Accordingly, absenteeism or tardiness that is unexcused or excessive in the judgment of AADF is grounds for disciplinary action, up to and including termination of employment.

HOLIDAYS

AADF observes and is closed for the following holidays:

- New Year's Day
- Martin Luther King Day
- Presidents' Day
- Good Friday

- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day
- Floating Day in lieu of Veterans Day

Holidays falling on a weekend are normally observed on the preceding Friday or the following Monday. AADF reserves the right to modify its holiday schedule at any time and to schedule work on an observed holiday, if necessary.

WORKING ON COMPANY-OBSERVED HOLIDAYS

In certain jobs, employees may be required to work on a company-observed holidays as part of their regular work schedules. Employees who work during a holiday may, at AADF’s sole discretion, schedule an alternate day off, subject to business requirements. AADF may require that the alternate day be used within a specified period in accordance with business needs.

NEW YORK CITY EARNED SAFE AND SICK TIME ACT (“ESSTA”)

All AADF employees, including regular and seasonal (temporary) full-time (“FT”) and part-time (“PT”) staff and student employees, who work more than eighty (80) hours in New York City in a calendar year (defined as January 1 through December 31) are entitled to earn and accrue paid safe and sick time (“PSST”), as set forth in this policy.

Classification of Employees: In general, all AADF employees are either full-time or part-time. Full-time employees work thirty-five (35) hours or more per week for fifty-two (52) weeks annually. Employees who work less than thirty-five (35) hours per week or fewer than fifty-two (52) weeks are considered part-time employees (including employees hired to work on an hourly basis at an hourly rate or employees with a special contract for a limited time).

PSST Use and Payment: Newly hired employees can use PSST in one hour increments until they have accrued their first four hours of PSST under this policy. After accruing their first four hours of PSST, employees must use PSST in an initial increment of four (4) hours. Thereafter, employees can use PSST in 30-minute increments. When employees use PSST, employees will be paid what they would have earned for the amount of time and the type of work they were scheduled to perform at the time the PSST is taken.

Full-Time (“FT”) Employees:

Frontloading of PSST

FT employees will receive a lump sum grant of ten (10) days/seventy (70) hours of PSST on January 1 of each year. FT employees hired after January 1 of a particular year, will receive a prorated lump sum grant of the ten day/70 hour annual allotment of PSST upon hire.

Usage Waiting Period

FT employees are not eligible to use PSST until their 120th day of employment, at which time employees may use PSST as it becomes available.

Carryover and Use

FT employees may not carry over earned, but unused, PSST from one calendar year to the next. FT employees are not entitled to use more than ten (10) days/seventy (70) hours of earned PSST in any calendar year.

Part-Time (“PT”) Employees:

Accrual of PSST

PT employees are eligible to accrue up to forty (40) hours of PSST in a calendar year. PSST is accrued at a rate of one (1) hour of PSST for every thirty (30) hours worked. PT employees will begin accruing PSST as of their date of hire.

Usage Waiting Period

PT employees are not eligible to begin using PSST until the 120th day of employment. Thereafter, employees may use PSST as it accrues.

Carryover and Use

PT employees may carry over a maximum of forty (40) hours of accrued but unused PSST from one calendar year to the next. Regardless of carryover balances, PT employees may not use more than 40 hours of PSST in a given calendar year.

Pay Out on Termination

No employee will be paid out for accrued but unused PSST upon the termination or other separation of their employment with AADF for any reason (including involuntary termination, voluntary resignation and/or retirement). If an employee separates from the AADF and is rehired within six months, previously accrued, unused PSST will be reinstated, and the employee is entitled to use such reinstated PSST and accrue additional PSST (subject to the above maximums) immediately upon rehire.

Reasons for Use

Employees are entitled to use PSST as described in this policy for absence from work due to:

- An employee’s mental or physical illness, injury or health condition; need for medical diagnosis, care or treatment of a mental or physical illness, injury or health condition; need for preventive medical care; or elective surgery, including organ donations;
- Care of a covered family member (as defined below) who needs medical diagnosis, care or treatment of a mental or physical illness, injury, or health condition; who needs preventive medical care; or who has elective surgery, including organ donation;
- Closure of the employee’s place of business by order of a public official due to a public health emergency or such employee’s need to care for a child whose school or childcare provider has been closed by order of a public official due to a public health emergency.
- Absence from work due to any of the following reasons when the employee or a covered family member has been the victim of a family offense matter, sexual

offense, stalking, or human trafficking: (i) to obtain services from a domestic violence shelter, rape crisis center, or other shelter or services program; (ii) to participate in safety planning, temporarily or permanently relocate, or take other actions to increase the safety of the employee or employee's family members; (iii) to meet with a civil attorney or other social service provider to obtain information and advice on, and prepare for or participate in any criminal or civil proceeding; (iv) to file a complaint or domestic incident report with law enforcement; (v) to meet with a district attorney's office; (vi) to enroll children in a new school; or (vii) to take other actions necessary to maintain, improve, or restore the physical, psychological, or economic health or safety of the employee or the employee's family member or to protect those who associate or work with the employee.

Misuse of PSST may result in disciplinary action up to and including termination.

Covered Family Member

For purposes of this policy, family member is defined to include an employee's (1) spouse, (2) domestic partner, (3) child (biological, adopted or foster child, a legal ward, or a child of an employee standing in loco parentis), (4) parent (biological, foster, step, or adoptive parent, a legal guardian of an employee, or a person who stood in loco parentis when the employee was a minor child), (5) sibling (includes half, adopted, or step sibling), (6) grandchild, (7) grandparent, (8) the child or parent of the employee's spouse or domestic partner, (9) any other individual related by blood to the employee, and (10) any other individual whose close association with the employee is the equivalent of a family relationship.

Notice to Employer

For covered absences which are foreseeable, AADF requires reasonable notice of seven (7) days be given to the Human Resources Department. For covered absences which are not foreseeable, AADF employees are required to provide oral or written notice, including email, to the Human Resources Department as soon as is practicable.

Documentation

For an absence of more than three (3) consecutive work days, employees may be required by their supervisors to provide reasonable documentation that PSST was used for a covered reason. Such reasonable documentation includes:

- For absences due to sick time reasons, documentation signed by a licensed health care provider indicating the need for the amount of PSST taken.
- For absences relating to family offense matters, sexual offenses, stalking, or human trafficking, as described above, documentation signed by an employee, agent, or volunteer of a victim services organization, an attorney, a member of the clergy, or a medical or other professional service provider from whom the employee or that employee's family member has sought assistance in addressing family offense matters, sex offenses, stalking, or human trafficking and their effects; a police or court record; or a notarized letter from the employee explaining the need for such time.

Reasonable documentation must be provided within seven (7) days of the employee's return to work following a covered absence. Reasonable documentation does not need to explain the nature

of any illness, injury, or health condition of the employee or covered family member, or provide any details relating to family offense matters, sexual offenses, stalking, or human trafficking.

If the PSST absence is due to sick time reasons and the leave period extends to ten (10) consecutive working days, the employee will be required to provide additional documentation stating medical clearance to return to work. For absences in excess of three (3) consecutive days, please contact the Human Resources Manager to review AADF's Family and Medical Leave Act (FMLA) Policy, as sick leave and FMLA leave must be coordinated. In addition, employees may also wish to discuss if the short-term or long term disability policies may apply to your situation.

An employee may be subject to disciplinary action, up to and including termination, for failure or delay in providing the required reasonable documentation.

No Retaliation/Discrimination

All eligible employees have the right to take PSST. Employees will not be discriminated or retaliated against for exercising any rights guaranteed under ESSTA or under this policy.

PAID TIME OFF (PTO)

This Paid Time Off (PTO) policy provides for paid time off for full-time employees.

Eligibility and Accrual: PTO time accrues at a 1/12th rate during each month of full-time employment. Only full-time employees (as defined by AADF) are eligible for PTO. Generally, full-time employees at the Director level or above receive twenty-three (23) PTO days per year and full-time employees below the Director level receive eighteen (18) PTO days per year. Employees below the Director level will receive twenty-three (23) PTO days per year after completing seven (7) years of service.

Administration of PTO: The PTO year is based on a calendar year (defined as January 1 through December 31). Employees must request any planned use of PTO at least two (2) weeks in advance for their supervisor's approval. Employee should submit a request for PTO in the payroll system; the system will notify the employee if the request has been approved or rejected. An employee may also check the payroll system to view how much time has been accrued and remains for the year. Whenever possible, AADF will honor an employee's request for PTO. During peak request times, AADF expects more employees to request PTO than it can accommodate. AADF may not be able to approve all PTO requests. There may also be certain periods during which PTO requests cannot be approved as inconvenient for AADF business purposes. Employees may schedule PTO in half-day increments. Upon leaving AADF, employees will not be paid for any accrued but unused PTO except in the circumstances provided below.

Unused PTO Leave: Employees are strongly encouraged to take all of their PTO days during the calendar year in which those days are accrued. Any employee who is not able to take all accumulated PTO may carry forward five (5) days into the following calendar year. Any PTO time accrued and unused in excess of five (5) days will be forfeited at the end of the year -- AADF will not pay employees for their accrued but unused PTO days at the end of the calendar year in which they are earned.

VII. LEAVES OF ABSENCE, AND FAMILY AND MEDICAL LEAVE AND BENEFITS

JURY DUTY AND COURT PROCEEDINGS

AADF will grant a leave of absence with pay to any full and part-time employee who has been called to serve for jury duty. During this leave, any monetary compensation received from jury duty may be retained by the employee. An employee should notify his or her supervisor, as well as Human Resources, as soon as a jury notice is received. A copy of the notice to serve jury duty should be submitted to the employee's supervisor for inclusion with his or her attendance record. AADF expects an employee on jury duty to report to work any day he or she has been excused, unless applicable law requires otherwise.

CRIME VICTIM/WITNESS LEAVE

Employees are permitted unpaid leave to attend court proceedings, consult with the district attorney, or exercise rights provided by law in the following circumstances:

- the employee is a victim of an offense, or the employee's next of kin is a victim, or the employee is a deceased victim's representative, a good Samaritan, or pursuing an application or enforcement of an order of protection under the criminal procedure law or family court act; or
- the employee is subpoenaed to attend a criminal proceeding as a witness.

Employees must notify their supervisor of their intent to appear as a witness prior to the day of attendance. Employees must provide written certification of their service by the party who sought their attendance. Employees may elect to use their accrued vacation or personal days for this absence.

AADF prohibits discrimination against employees on the basis of domestic violence victim status.

BEREAVEMENT LEAVE

If there is a death in an employee's family, he or she may request paid time off for the funeral and other arrangements. Employees receive three (3) consecutive workdays within one (1) calendar week of paid bereavement leave upon the death of an immediate family member (spouse, domestic partner, child, parent, or sibling). Employees receive one (1) workday of paid bereavement leave upon death of a relative other than an immediate family member.

BONE MARROW & BLOOD DONATION LEAVE

Employees who work an average of twenty (20) or more hours per week with AADF may take unpaid time off to donate bone marrow or blood to another person. If you are interested in receiving time off to donate bone marrow or blood, please speak with the Human Resources Department for additional details as to AADF policies.

LACTATION & BREASTFEEDING

Employees who are nursing are provided with break time to express breast milk for up to three (3) years after the birth of a child. Employees will not be discriminated against or retaliated against for exercising their rights under this policy and reasonable efforts will be made to provide a private room or location in close proximity to the work area for this purpose.

TIME OFF FOR VOTING

AADF encourages all employees to fulfill their civic responsibilities and to vote in all official public elections. Generally, your working hours are such that you will have ample time to cast your vote before or after working hours. However, if you find yourself with insufficient time outside of work to vote, notify your supervisor of your request for time off to vote in writing not more than ten (10), nor fewer than two (2), working days before Election Day. You are limited to a maximum of two (2) hours of paid time to vote. Note, if you have four (4) consecutive hours between the times the polls opening the morning and the start of your workday and/or four (4) consecutive hours between the end of your workday and the closing of the polls, you are deemed to have sufficient non work time to vote.

MILITARY LEAVE OF ABSENCE

It is AADF's policy to comply with applicable law with respect to military leaves of absence. Leaves of absence without pay for military or Reservist duty are granted to full-time and part-time employees. If you are called to active military duty or to Reserve or National Guard training, or if you volunteer for the same, you should notify your supervisor and the Human Resources Department and submit copies of your military orders as soon as practicable or otherwise as may be required by applicable law. You will be granted a military leave of absence without pay for your period of military service, in accordance with applicable federal and state laws. Existing benefits will be available in accordance with applicable federal and state law. If you are a reservist or a member of the National Guard, you are granted time off without pay for required military training. Upon the completion of military services, employees must notify their employer of their intent to return to work. Your eligibility for reinstatement after your military duty or training is completed is determined in accordance with applicable law. AADF may request that employees provide documentation to establish that the application is timely; they have not exceeded the service limitations; and their entitlement to military service benefits has not been terminated.

If you accept other employment during any period of military leave, you will be deemed to have voluntarily resigned from AADF.

MILITARY SPOUSE LEAVE OF ABSENCE

In accordance with applicable law, an AADF employee working an average of twenty (20) or more hours per week, who is the spouse or registered domestic partner of a member of the United States armed forces, national guard, or reserves who has been deployed during a period of military conflict (to a combat zone of operations or a combat theater) may be allowed up to ten (10) days of unpaid leave to be used when the employee's spouse is on leave from the military. Retaliatory employment actions directed against an employee for requesting or obtaining leave pursuant to this policy are prohibited.

For purposes of this policy, "period of military conflict" means a period of war declared by the United States Congress, or in which a member of a reserve component of the armed forces is ordered to active duty.

This leave does not affect or prevent the granting of any leave for military spouses afforded by the FMLA, and may run concurrently with such FMLA leave.

FAMILY AND MEDICAL LEAVE

If you become ill or a covered family member is called to active duty in the military for an extended period of time, please speak to the Human Resources Department regarding coverage under Family Medical Leave Act (“FMLA”) and other New York State Disability Laws.

Part A. Employees Who Qualify For a FMLA Leave

Employees are eligible for FMLA leave if they are a full-time or part-time employee and:

- Have been employed by AADF for at least twelve (12) months;
- Have worked at least 1,250 hours during the twelve (12) month period immediately before the date when the leave is requested to commence. Time spent on paid or unpaid leave does not count toward hours worked when determining eligibility under the FMLA; and
- Work at a company facility that employs at least fifty (50) employees at that location or within seventy-five (75) miles.

Employees who do not meet these requirements may apply for a leave of absence subject to the conditions described in *Part B. Leave For Employees Who Do Not Meet Minimum Qualifications Or Who Otherwise Do Not Qualify For FMLA Leave* (see below).

Kinds of Leave

Consistent with the FMLA, eligible employees are entitled to a leave of absence for the care of a child after birth or adoption or placement with the employee for foster care; the care of a covered family member (spouse, child, or parent) with a serious health condition; because of your own serious health condition; because of any qualifying exigency arising out of the fact that your parent, child or spouse is a military member on covered active duty (or has been notified of an impending call or order to covered active duty); and/or to care for a covered service member with a serious illness or injury (incurred or aggravated in the line of active duty in the Armed Forces) and who is your parent, child, spouse, or for whom you are next of kin.

A “qualifying exigency” includes activities such as, but not limited to, short-notice deployment, military events and related activities, arranging childcare and school activities, providing parental care, making financial and legal arrangements related to the deployment, rest, and recuperation (a maximum of fifteen (15) calendar days), counseling, post-deployment debriefing, to provide parental care and other agreed upon activities amounting to a qualifying exigency.

You are entitled to twenty-six (26) workweeks of leave to care for a covered servicemember with a serious illness or injury. The twelve (12) month period within which the twenty-six (26) workweeks of leave must be taken is a measured forward from the date an employee’s first FMLA leave to care for the covered servicemember begins. During this twelve (12) month period, an eligible employee’s FMLA leave entitlement is limited to a combined total of twenty-six (26) workweeks of FMLA leave for any FMLA-qualifying reason.

All other forms of FMLA leave will be granted for a period of up to twelve (12) weeks of leave in any twelve-month period. The twelve (12) month period within which the twelve (12) workweeks of leave must be taken is a “rolling” twelve (12) month period that is measured backward from the date the employee uses any FMLA leave. Each time an employee takes leave, AADF will compute the amount of leave the employee has taken under this policy in the last twelve (12) months and

subtract it from the twelve (12) weeks of available leave, and the balance remaining is the amount of time the employee is entitled to take at that time.

Leave for the birth or placement of a child in your care must be completed within the twelve (12) month period beginning on the date of the birth or placement and must be taken in consecutive weeks. Spouses employed by the company may share certain types of FMLA leave. Consult the Human Resources department for more information.

FMLA Leave Is Unpaid Leave

FMLA leave is unpaid leave. However, AADF requires employees to use any earned but unused vacation and sick time first before taking FMLA leave on an unpaid basis. This time period of time when you substitute paid leave for unpaid leave runs concurrently with your FMLA leave. When taking leave for your own serious health condition, you may be eligible for the company's short-term and/or long-term disability and for Workers' Compensation Insurance. An employee's twelve (12) week FMLA entitlement runs concurrently with all other applicable paid and unpaid leaves including, but not limited to, short-term and long-term disability, and workers' compensation. Thus, the substitution of paid leave time for unpaid leave time does not extend period in which an employee is collecting short-term or long-term disability or workers' compensation benefits.

Intermittent or Reduced Work Schedule Leave

Leave to care for a child, spouse or parent who has a serious health condition, for one's self own serious health condition, due to a qualifying exigency, or to care for a covered servicemember with a serious illness or injury may be taken intermittently (in separate blocks of time due to a single covered health condition) or on a reduced work schedule (reducing the usual number of hours you work per workweek or workday), if medically necessary. If such intermittent leave is unpaid and you are an exempt employee, the company will reduce your salary based on the amount of time actually worked. If you are certified to take FMLA leave on an intermittent or reduced leave schedule basis, you must advise your supervisor or Human Resources department at the time the absence is taken if you intend for any such absence to be FMLA qualifying.

Notice of Leave

If your need for FMLA leave is foreseeable, you must give the company at least thirty (30) days prior notice. Failure to provide such notice may be grounds for delay or denial of leave. Where the need for leave is not foreseeable, you are expected to notify AADF as soon as practicable of your need for leave, generally the same day or the next business day that you learn of your need for leave. If you are taking leave for a Qualifying Exigency or to care for a covered servicemember with a serious illness or injury, you should provide such notice as is reasonable and practicable. AADF has "Request for FMLA" leave forms available, which you can obtain from the Human Resources department. You should use these forms when requesting leave.

Medical Certification/Second Third Opinions

If you are requesting leave for care for your own or for a family members' serious health condition or to care for a covered servicemember with a serious illness or injury, you must provide a medical certification from a health care provider. You may obtain medical certifications forms from the Human Resources department. If leave is foreseeable, the medical certification should be provided when the leave is requested. If the leave is not foreseeable, the certification must be provided within fifteen (15) days after leave is requested. Failure to provide requested medical certification

in a timely manner may result in delay or denial of leave. AADF may also ask for authentication and/or clarification of any medical certification submitted.

In its discretion and at its own expense, the Company may require a second medical opinion, and if the first and second opinions differ, may request a third medical opinion. If a third opinion is requested, it will be provided by a health care provider approved by both the employee and AADF and the opinion of the third provider will be binding. The Company may also require recertification periodically during a leave. All forms must be filled out completely and legibly.

In the case of military caregiver leave, second and third opinions may not be requested if the original certification is from a healthcare provider affiliated with the U.S. Department of Defense (“DOD”), Department of Veterans Affairs or DOD TRICARE network authorized private health care provider or a DOD non-network TRICARE authorized private health care provider.

Finally, if you are taking leave for a qualifying exigency, you must obtain an appropriate certification form from the Human Resources department. Submission of a complete and sufficient certification will be required before you may start a qualifying exigency leave.

Medical and Other Benefits

During the leave, AADF will maintain your group health benefits on the same conditions as if you had continued working your regular schedule. If paid leave is substituted for unpaid FMLA leave, the Company will deduct your portion of the health plan premium as a regular payroll deduction. If your leave is unpaid, you must pay your portion of the premium. Your group health care coverage will cease if your premium payment is more than thirty (30) days late. Employees are not entitled to other benefits or seniority accrual during the leave. (Other benefits, such as pension, life insurance, and long-term disability will be governed in accordance with the terms of each benefit plan.)

Returning From Leave

Eligible employees returning from leave are entitled to be reinstated to their former position or an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment. Exceptions to this provision may apply if business circumstances have changed (for example, if your position is no longer available due to job elimination). Exceptions may also apply for certain highly compensated employees under certain conditions.

If you take leave to care for your own serious health condition, you will be required to provide medical certification that you are fit to resume work and are able to perform all essential job functions. Employees failing to provide fitness for duty certification will not be permitted to resume work until it is provided.

Further, employees on a leave extension (discussion in Part B of this policy) are not guaranteed reinstatement. These employees will be handled in accordance with the reinstatement provisions detailed in Part B.

Outside Work Is Prohibited While on FMLA Leave

Employees may not perform work of any nature while on FMLA leave, whether on a self-employed basis or for others. An employee who intends to work at a job the employee had before his or her FMLA leave commenced must obtain written permission of his/her supervisor. Violation of this policy will result in appropriate disciplinary action, up to and including termination.

Fraud

Employees who misrepresent facts or submit a false medical certification in order to be granted an FMLA leave will be subject to discipline up to and including termination by AADF.

Limited Nature of This Policy

This Policy should not be construed to confer any express or implied contractual relationship or rights to any employee not expressly provided for by FMLA. The Company reserves the right to modify this or any other policy as necessary, in its sole discretion to the extent permitted by law. State or local leave laws may also apply.

Part B. Leave For Employees Who Do Not Meet Minimum Qualifications Or Who Otherwise Do Not Qualify For FMLA Leave

Employees who do not meet the eligibility requirements for FMLA leave or who have otherwise exhausted their FMLA leave may request leaves of absence for the reasons set forth in *Part A. Employees Who Qualify For a FMLA Leave*, subject to the following terms and conditions:

- Leave requests must be made at least thirty (30) days in advance of the date you would like the leave to begin or, in emergency situations, with as much advance notice as is practicable, using AADF's Leave-of-Absence Request Form. (Normally, this should be the same day or the next business day that you learn of your need for leave)
- The certification requirements and the conditions for required use of accrued time off, benefits accrual, and continuation of group health insurance during leave set forth in Part A apply to all leave requests.
- Employees may not perform work of any nature on a self-employed basis or for others during a leave under Part B of this policy. Violation of this policy constitutes grounds for immediate termination.
- Unless applicable state or local law requires otherwise, reinstatement is not guaranteed to any employee requesting a leave under this Part B. However, AADF will endeavor to place employees returning from leave in their former position or a position comparable in status and pay, subject to budgetary restrictions and AADF's need to fill vacancies and its ability to find qualified temporary replacements.

All questions regarding leaves of absence should be directed to AADF's Human Resources Department. Request Forms are also available from the Human Resources Department.

Additional Leave

AADF will provide its employees with additional leave not otherwise set forth in this Personnel Manual to the extent such leave is required by applicable federal, state, and local law.

PAID FAMILY LEAVE POLICY

Beginning January 1, 2018, employees may be eligible to receive benefits through the New York Paid Family Leave ("PFL") program. PFL benefits are financed through employee contributions via payroll deductions in amounts determined by New York State (NYS).

Eligibility

Generally, employees whose regular schedule is for 20 or more hours per week are eligible for PFL if they have been employed for 26 consecutive work weeks. If employees are regularly scheduled to work fewer than 20 hours per week, such employees become eligible for PFL after having worked 175 days.

Use of Leave

Leave may be taken by an eligible employee for the following purposes:

- To provide care or participate in providing care, including physical or psychological care, for a covered Family Member, defined as a child², parent³, grandparent⁴, grandchild⁵, spouse, or domestic partner when the Family Member has a serious health condition;
- To bond with his or her child the first year after birth, adoption, or foster placement (including time before the actual placement or adoption of a child if an absence from work is required for the placement for adoption or foster care to proceed); or
- For any “qualified exigency” under the Family and Medical Leave Act (“FMLA”), where the covered family member, as defined under the FMLA, is on active duty or has been notified of an order to resume active duty in the military.

Amount of Leave Time/Leave Benefits

Employees will be eligible to take up to 8 weeks of PFL in 2018; 10 weeks in 2019 and 2020; and 12 weeks in 2021.

Employees may not use more than a total of 26 weeks of disability and PFL benefits in any 52-week period. An employee may receive NYS disability or PFL benefits during the post-partum period, but not both at the same time.

Employees taking leave in 2018 will be entitled to receive PFL benefits of to up to 50% of their average weekly wage, but not more than 50% of the state average weekly wage. (Commencing January 1, 2019, benefits will be paid at the rate of 55% of the employee’s average weekly wage, but not more than 55% of the state average weekly wage; on January 1, 2020, benefits will be paid at the rate of 60% of the employee’s average weekly wage, but not more than 60% of the state average weekly wage; and on January 1, 2021, benefits will be paid at the rate of 67% of the employee’s average weekly wage, but not more than 67% of the state average weekly wage.)

² Defined as a biological, adopted, or foster son or daughter, a stepson or stepdaughter, a legal ward, a son or daughter of a domestic partner, or the person to whom the employee stands in loco parentis.

³ Defined as a biological, foster, or adoptive parent, a parent-in-law, a stepparent, a legal guardian, or other person who stood in loco parentis to the employee when the employee was a child.

⁴ Defined as a parent of the employee’s parent. (See definition of “parent”).

⁵ Defined as a child of the employee’s child. (See definition of “child”).

PFL leave may be taken in weekly or daily increments. PFL may be taken in shorter increments as may be required by law, such as if used for a covered purpose under both PFL and FMLA if taken concurrently with leave under the FMLA and intermittent leave is granted.

Employees may choose to charge all or part of PFL time to unused accrued PTO or sick time instead of receiving PFL benefits. This election allows employees to receive full salary while on PFL. Time taken as PFL leave may be counted against the maximum PFL allotment, even if an employee does not elect to receive PFL benefits during this period of leave.

If PFL is taken for a PFL and FMLA qualifying reason, then PFL will run concurrently with FMLA leave. When PFL runs concurrently with FMLA, FMLA rules regarding use of PTO and sick accruals will govern. PFL leave may run concurrently with other forms of leave, as permitted by law.

Please see the Company's FMLA policy, starting on page 26 of this Personnel Manual, for more details.

Notice Requirements

If PFL leave is foreseeable based on an expected birth or placement, planned medical treatment, or known military exigency or otherwise, employees must provide the Company with no less than 30 days' notice before the leave is to begin, or as soon as is practicable. When the need for leave is foreseeable, failure to provide 30 days' notice may result in partial denial of a claim. If PFL leave is not foreseeable, if dates of the scheduled leave change or are extended, or were initially unknown, the employee shall advise the Company as soon as is practicable.

If PFL is taken on an intermittent basis, employees must advise the Company of the schedule for intermittent leave, to the extent practicable. Employees must also provide notice as soon as is practicable to the Company before each day of intermittent leave.

Employees will be required to provide documentation as indicated on the applicable PFL-1 and related forms, consistent with applicable law.

Health Benefits While on Leave

During the leave, the Company will maintain an employee's group health benefits on the same conditions as if he or she had continued working his or her regular schedule, in accordance with the Company's FMLA Policy. If an employee chooses not to retain health plan coverage while on PFL or the coverage lapses due to non-payment of premiums, upon the employee's return from PFL, the employee shall be reinstated into the health plan on the same terms the employee had prior to taking leave. (Other benefits, such as pension, 403(b), life insurance, and long-term disability will be governed in accordance with the terms of each benefit plan.)

Waiver

Employees may opt to waive their eligibility for PFL if:

- (a) Their regular employment schedule is 20 hours or more per week and the employee will not work 26 consecutive weeks in a 52-consecutive week period; or
- (b) Their regular employment schedule is fewer than 20 hours per week and the employee will not work 175 days in a 52-consecutive week period.

Should the regular work schedule of an employee change, such that they will reach the eligibility thresholds detailed above, within 8 weeks of such change any waiver is deemed revoked, and the employee must begin making contributions to the cost of PFL benefits, retroactive to the date of hire, upon receiving notice from the Company.

Non-Retaliation Policy and Reinstatement After Leave

The Company's non-retaliation and non-discrimination policies apply to employees using PFL. Employees will normally be reinstated to the same or a comparable position after their leave ends, consistent with applicable law.

If you believe you may need to take PFL or have any questions, please advise the Human Resources department.

HEALTH INSURANCE AND OTHER BENEFITS

AADF Health Benefits

AADF established a variety of employee benefits programs for which you may be eligible. AADF's group health and life insurance and retirement-related programs are described more fully in summary plan description ("SPD"), which is available on the Intranet. If any information in this Personnel Manual contradicts information in the relevant SPDs, master contracts, or master plan documents, the SPDs/master contracts/master plan documents shall govern in all cases. AADF reserves the right to amend or terminate any of its benefit programs or to require or increase employee premium contributions toward any benefits with or without advance notice at its discretion.

Eligibility

All full-time employees are entitled to medical, dental, and life insurance benefits subject to the terms, conditions and limitations of each Plan. As of 2015, certain part-time employees who work thirty (30) or more hours per week may also be entitled to medical and dental benefits subject to the terms, conditions and limitations of each Plan; please contact the Human Resources Department for additional information.

Workers' Compensation Insurance

To provide for payment of your medical expenses and for partial salary continuation in the event of a work-related accident or illness, you are covered by Workers' Compensation Insurance. The amount of benefits payable and the duration of payment depend on the nature of your injury or illness.

If you are injured or become ill on the job, you must immediately report such injury or illness to your supervisor or the Human Resources Department. This ensures that AADF can assist you in obtaining appropriate medical treatment. Your failure to follow this procedure may result in the appropriate Workers' Compensation report not being filed in accordance with the law, which may consequently jeopardize your right to benefits in connection with the injury or illness. Questions regarding Workers' Compensation Insurance should be directed to the Human Resources department.

Employees may not perform work of any nature while on Workers' Compensation leave, whether on a self-employed basis or for others. An employee who intends to work at a job the employee had before his or her Workers' Compensation leave commenced must obtain written permission

of his/her supervisor. Violation of this policy will result in appropriate disciplinary action, up to and including termination.

MISCELLANEOUS BENEFITS

Ailey Studio & Citigroup Theater Rental Fee Discounts

AADF employees may be eligible for discounted rental rates when they rent one of the Ailey Studios or the Citigroup Theater depending on several factors, including the type of proposed use and consistent with AADF Space Usage & Facility Rental Policy which can be found on AADF intranet. Please contact the Rentals Department to discuss your situation.

The Ailey School Tuition Remission

Full-time Ailey School and AADF employees who work a minimum of thirty-five (35) hours per week are entitled to full Ailey School tuition remission for their immediate family members. Part-time faculty members are entitled to a twenty-five percent (25%) discount on Ailey School tuition for their immediate family members.

VIII. ALCOHOL AND DRUG POLICY

AADF expects all members of its community to assist in maintaining a drug-free environment. The possession, unlawful manufacture, distribution, dispensing or use of alcohol or an unauthorized substance or being under the influence of alcohol or an unauthorized substance on AADF premises is prohibited and grounds for administrative action. An unauthorized substance is any illegal drug or illegal controlled substance, or any drug which has been legally obtained but is not being used in the prescribed dosage for prescribed purposes.

Any AADF employee, as a condition of employment, is expected to abide by the drug-free workplace policy. In addition, AADF is required by The Drug-Free Workplace Act of 1988 to notify all employees and students that they must report any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

Students cannot drink or possess alcoholic beverages of any kind on AADF property. From time to time AADF may allow the serving of alcohol during AADF events, functions or social gatherings (e.g. holiday parties). Employees consuming alcohol at such events must act responsibly and assume all responsibility for their own safety and behavior.

POSSIBLE DISCIPLINARY SANCTIONS AND PENALTIES

Any employee or student found to be in violation of this policy will be subject to sanctions, including, but not limited to, mandatory referral for counseling and/or treatment, and termination of employment or enrollment.

POSSIBLE LEGAL SANCTIONS AND PENALTIES

Local, state and federal laws make illegal use of drugs and alcohol serious crimes. Conviction can lead to imprisonment, fines and mandatory community service.

The Federal Controlled Substances Act, 21 U.S.C. 844, *et seq.*, provides penalties of up to life imprisonment and significant fines for unlawful distribution or possession of a controlled substance. Notably, any person found to have unlawfully distributed such substances to a person under twenty-one (21) may be punished by up to twice the term of imprisonment and twice the fines. The same applies to distribution of drugs in or within 1,000 feet of a college or school.

Federal penalties and sanctions for illegal drug possession of a controlled substance include but are not limited, to the following:

- First conviction: Up to one-year imprisonment and a fine of at least \$1,000;
- After one (1) prior drug conviction: At least fifteen (15) days in prison, and a fine of at least \$2,500;
- After two (2) or more prior drug convictions: At least ninety (90) days in prison, and a fine of at least \$5,000; and
- Federal trafficking penalties range from five (5) years to life in prison, and fines of up to \$50 million.

For a schedule of penalties, see http://www.justice.gov/dea/druginfo/ftp_chart1.pdf.

Additional penalties may apply under various New York State drug and alcohol laws. New York law also addresses the illegal sale or possession of alcohol. Below is a list of some offenses and penalties:

- Procuring alcohol for a person under the age of twenty-one (21) carries a penalty of up to five (5) days imprisonment and a fine;
- Driving while intoxicated (by either drugs or alcohol) is a misdemeanor punishable by up to a year imprisonment and a fine; and
- It is in violation of state law for a person under the age of twenty-one (21) years to present false evidence of age to procure alcoholic beverages. The penalty for a first violation may include a fine and community service.

The above lists include only a sampling of the current federal and state penalties and sanctions for conduct involving drugs and alcohol, all of which are subject to change. Additional federal, state and local penalties and sanctions may apply.

HEALTH RISKS ASSOCIATED WITH ALCOHOL AND DRUG ABUSE

Even “recreational” drug use or “social” drinking may be toxic to your body. Further, if abused, drugs and alcohol can have catastrophic consequences on your health, including damage to the heart, lungs, brain, liver, gastrointestinal track, and other major organs and systems. Alcohol-related accidents are the number one cause of death among people ages fifteen (15) to twenty-four (24), while highly potent drugs such as crack cocaine can be fatal even upon a first, experimental use.

Substance abuse is one of the most pervasive medical and social problems of our time and will make every effort to treat a student or employee’s problem with confidentiality and compassion. However, AADF’s mission requires a drug-free environment and all appropriate measures will be taken to ensure that it remains so. AADF encourages individuals with alcohol or other drug-related problems to seek assistance.

Some community based resources include:

Alcoholics Anonymous,
www.aa.org, 212.870.3400

Alcoholics Anonymous of New York
www.nyintergroup.org, 212.647.1680

Narcotics Anonymous
www.na.org, 212.929.6262

The Addiction Institute of New York
www.addictioninstituteny.org, 212.523.6491

IX. WHISTLEBLOWER POLICY

Section 1: Purpose

AADF requires its trustees, officers, directors, employees and volunteers (each, a “Protected Person”), to observe high standards of business and personal ethics in the performance of their duties on AADF’s behalf. As employees and representatives of AADF, Protected Persons are expected to practice honesty and integrity in fulfilling their responsibilities and are required to comply with all applicable laws and regulations.

The objectives of this Whistleblower Policy are to encourage and enable any Protected Person, without fear of retaliation, to raise concerns about an activity that he or she considers in good faith to be illegal, unethical, fraudulent, dishonest or contrary to AADF’s internal policies, so that AADF can address and correct inappropriate conduct and actions.

Section 2: Scope

This policy is not intended as a vehicle for reporting violations of AADF’s applicable Human Resources policies, problems with co-workers or managers, or for reporting issues related to alleged employment discrimination or sexual or any other form of unlawful harassment, all of which should be dealt with in accordance with AADF’s personnel policies and procedures, as it is those policies and procedures that are applicable to such matters.

Section 3: Reporting Responsibility

It is the responsibility of all Protected Persons to report in good faith any concerns they may have regarding actual or suspected activities which may be illegal or in violation of AADF’s policies with respect to, without limitation, fraud, theft, embezzlement, accounting or auditing irregularities, bribery, kickbacks, and misuse of AADF’s assets, as well as any violations or suspected violations of high business and personal ethical standards, as such standards relate to AADF (each, a “Concern”), in accordance with this Whistleblower Policy.

Section 4: No Retaliation

AADF prohibits retaliation in any form, such as, but not limited to, intimidation, harassment, discrimination or adverse employment action against any Protected Person as a result of a good faith report of what he or she believes to be a violation or suspected violation of law or of AADF’s internal policies. Any employee of AADF who retaliates against someone who has reported a Concern in good faith is subject to discipline up to and including termination of employment.

Notwithstanding anything contained herein to the contrary, this Whistleblower Policy does not in any manner modify or change the terms and conditions of any employment contract nor does it modify the employment relationship between AADF and its employees. Nothing contained herein is intended to provide any Protected Person with any additional rights or causes of action, other than those provided by law. Further, this policy does not relieve any Protected Person who reports a Concern of responsibilities to AADF that are independent of the report of alleged wrongdoing.

Section 5: Reporting Concerns

Any Concerns should be reported as soon as shall be practicable to the General Counsel (provided, however, that if that individual is implicated in the matter the Concern may be reported to the Chairman of the Audit Committee) (the “Compliance Officer”). Any questions with regard to the scope, interpretation or operation of this Whistleblower Policy should also be directed to the Compliance Officer.

Section 6: Compliance Officer

The Compliance Officer is responsible for investigating and resolving all reported Concerns and shall advise the Board of Trustees of all reported Concerns. The Compliance Officer shall report to the full Board of Trustees at a scheduled board meeting at which the Compliance Officer deems such compliance activity should be reported.

Section 7: Handling Of Reported Concerns

Upon receiving a report of a Concern pursuant to Section 5 of this Whistleblower Policy, the Compliance Officer shall immediately notify the Board of Trustees; provided, however, that the Compliance Officer shall not notify any trustee that is implicated in the report (“Implicated Trustee”). The Compliance Officer will acknowledge receipt of each reported Concern within five business days, but only to the extent the reporting person’s identity is disclosed or a return address is provided.

Upon notification by the Compliance Officer, the Board shall promptly investigate all reported Concerns and take appropriate corrective action, if warranted by the investigation; provided, however, that any Implicated Trustees shall not participate in any such investigation or action. Further, any person who is the subject of a reported Concern cannot be present at or participate in Board of Trustees deliberations or voting on the matter relating to the Concern, although the Board of Trustees can request that such person present background information or answer questions prior to the commencement of deliberations or voting.

Section 8: Acting In Good Faith

Anyone reporting a Concern must act in good faith and have reasonable grounds for believing that the information disclosed may indicate a violation of law and/or ethical standards. Any allegations that prove to have been made maliciously or knowingly to be false will be viewed as a serious disciplinary offense.

Section 9: Confidentiality

AADF takes seriously its responsibility to enforce this Whistleblower Policy and therefore encourages any person reporting a Concern to identify him or herself so as to facilitate any resulting investigation. Notwithstanding the foregoing, in reporting a Concern, a Protected Person may request that such report be treated in a confidential manner (including that AADF take reasonable steps to ensure that the identity of the reporting person remains anonymous). Concerns

may also be reported on an anonymous basis. Reports of Concerns will be kept confidential to the extent possible, consistent with the need to conduct an adequate investigation.

Section 10: Records

The Board of Trustees will retain on a strictly confidential basis for a period of seven (7) years (or otherwise as required under AADF’s record retention policies in effect from time to time) all records relating to any reported Concern and to the investigation and resolution thereof. All such records are confidential to AADF and such records will be considered privileged.

Section 11: Distribution

AADF shall distribute a copy of this Whistleblower Policy to all Protected Persons.

Compliance Officer Contact Information:

Name:	Elena M. Paul, Esq.
Mailing Address:	Alvin Ailey Dance Foundation, Inc. The Joan Weill Center for Dance 405 West 55th Street New York, NY 10019-4402
Telephone Number:	(212) 405-9197
Email Address:	epaul@alvinailey.org

ALVIN AILEY DANCE FOUNDATION INC.

Discrimination, Harassment, and Retaliation Complaint Form

If you believe that you have experienced or witnessed conduct that is prohibited by our Anti-Harassment, Discrimination, and Retaliation Policy (the “Policy”), you are encouraged to use this form to report such conduct or report it verbally to your immediate supervisor, the Human Resources Department, General Counsel or the Chief Financial Officer.

Your Name & Title (Optional)

Your Phone Number and Email Address

Your Immediate Supervisor/Manager

Date Offending Conduct First Occurred

Date Offending Conduct Last Occurred

Discrimination and/or Harassment: If you believe that you have been subjected to discrimination and/or harassment, witnessed discrimination or harassment, or have knowledge of discrimination or harassment, please describe the conduct or actions (if you need more space, please continue a separate piece of paper):

PERSONNEL MANUAL RECEIPT ACKNOWLEDGMENT

I have received a copy of Alvin Ailey Dance Foundation, Inc.'s ("AADF") Personnel Manual and understand that it is my obligation and responsibility to review the Personnel Manual and to familiarize myself with its contents.

I UNDERSTAND THAT I AM EMPLOYED "AT-WILL" AND AS SUCH, MY EMPLOYMENT WITH AADF IS NOT FOR A FIXED TERM OR DEFINITE PERIOD OF TIME AND THAT MY EMPLOYMENT MAY BE TERMINATED WITH OR WITHOUT NOTICE AND WITH OR WITHOUT CAUSE.

I HAVE RECEIVED AADF'S EQUAL EMPLOYMENT OPPORTUNITY, ANTI-HARASSMENT, ANTI-DISCRIMINATION, AND RETALIATION POLICIES. I HAVE READ THESE POLICIES AND UNDERSTAND THEM.

I understand that the language used and policies in this Personnel Manual are not in any way intended to create a contract of continued employment, employment for a specified term, or any contractual obligation or legally enforceable obligations on the part of the company.

Print Name: _____

Signature: _____

Date: _____