

Martial Arts of West End Inc



Staff Member Handbook

March 2021

TABLE of CONTENTS

CORE POLICIES	4
1.0 WELCOME	4
1.1 A Welcome Policy	4
1.2 At-Will Employment	4
2.0 INTRODUCTORY LANGUAGE AND POLICIES	5
2.1 About the Company	5
2.2 Ethics Code	5
2.3 Revisions to Handbook	5
3.0 HIRING AND ORIENTATION POLICIES	5
3.1 Conflicts of Interest	5
3.2 Employment of Relatives and Friends	6
3.3 Job Descriptions	6
3.4 New Hires and Introductory Periods	6
3.5 Training Program	6
3.6 Employment Authorization Verification	6
4.0 WAGE AND HOUR POLICIES	6
4.1 Attendance Policy	6
4.2 Business Expenses Policy	7
4.3 Direct Deposit	7
4.4 Introduction to Wage and Hour Policies	7
4.5 Job Abandonment	7
4.6 Paycheck Deductions	7
4.7 Posting of Work Schedules	8
4.8 Recording Time	8
4.9 Use of Employer Credit Cards	8
5.0 PERFORMANCE, DISCIPLINE, LAYOFF, AND TERMINATION	9
5.1 Criminal Activity/Arrests	9
5.2 Exit Interview	9
5.3 Open Door/Conflict Resolution Policy	9
5.4 Outside Employment	9
5.5 Pay Raises	9
5.6 Performance Improvement	10
5.7 Post-Employment References	10
5.8 Resignation Policy	10
5.9 Standards of Conduct	10
6.0 GENERAL POLICIES	11
6.1 Bulletin Boards	11
6.2 Driving Record	11
6.3 Employer Sponsored Social Events	12
6.4 GPS Monitoring of Employer Vehicles	12
6.5 Mail Use Policy	12
6.6 Non-solicitation/Non-distribution Policy	12
6.7 Off-Duty Use of Employer Property or Premises	12
6.8 Payroll Advances and Loans	13
6.9 Personal Appearance	13
6.10 Personal Cell Phone/Mobile Device Use	13
6.11 Personal Data Changes	14
6.12 Security	14
6.13 Social Media Policy	14
6.14 Suggestion Policy	15
6.15 Telephone Use	15
6.16 Third Party Disclosures	16
6.17 Use of Company Technology	16
6.18 Use of Employer Vehicles	17
6.19 Workplace Privacy and Right to Inspect	17
7.0 BENEFITS	17
7.1 401(k) Plan	17
7.2 Bereavement Leave	17
7.3 Exempt Personnel	18
7.4 Health Insurance Policy	18
7.5 Holidays	18
7.6 Nonexempt Personnel	18
7.7 Paid Time Off (PTO)	18
7.8 Personal Leave of Absence	19
7.9 Regular Full-Time Personnel	20
7.10 Regular Part-Time Personnel	20
7.11 Unemployment Compensation Insurance Policy	21
7.12 Workers' Compensation Insurance Policy	21
7.13 Emergency Paid Sick Leave Policy (COVID-19)	21
7.14 Expanded Family and Medical Leave Policy (COVID-19)	23
7.15 Military Leave (USERRA)	25
8.0 SAFETY AND LOSS PREVENTION	25

8.1	Business Closure and Emergencies.....	25
8.2	Drug and Alcohol Policy.....	26
8.3	General Safety Policy	27
8.4	Policy Against Workplace Violence	27
9.0	TRADE SECRETS AND INVENTIONS.....	28
9.1	Confidentiality and Nondisclosure of Trade Secrets.....	28
10.0	CUSTOMER RELATIONS	28
10.1	Customer, Client, and Visitor Relations	28
10.2	Products and Services Knowledge.....	28
VIRGINIA POLICIES.....		30
HIRING AND ORIENTATION POLICIES		30
	Disability Accommodation.....	30
	EEO Statement and Non-harassment Policy	30
	Religious Accommodation	32
WAGE AND HOUR POLICIES.....		32
	Accommodations for Nursing Mothers	32
	Meal and Rest Periods	32
	Overtime	33
	Pay Period	33
	Travel Time Pay.....	33
	Wage Disclosure Protection	34
PERFORMANCE, DISCIPLINE, LAYOFF, AND TERMINATION		34
	Disciplinary Process	34
GENERAL POLICIES		34
	Access to Personnel and Medical Records Files	34
BENEFITS		35
	Court Attendance and Witness Leave	35
	Crime Victim Leave Policy.....	35
	Jury Duty Leave.....	36
	Voting Leave.....	36
SAFETY AND LOSS PREVENTION.....		36
	Nonsmoking Policy.....	36
CLOSING STATEMENT		37
ACKNOWLEDGMENT OF RECEIPT AND REVIEW		38

Core Policies

1.0 Welcome

1.1 A Welcome Policy

Welcome! You have just joined a dedicated organization. We hope that your employment with Martial Arts of West End Inc will be rewarding and challenging. We take pride in our employees as well as in the products and services we provide.

The School complies with all federal and state employment laws, and this handbook generally reflects those laws. The School also complies with any applicable local laws, although there may not be an express written policy regarding those laws contained in the handbook.

The employment policies and/or benefits summaries in this handbook are written for all employees. When questions arise concerning the interpretation of these policies as they relate to employees who are covered by a collective-bargaining agreement, the answers will be determined by reference to the actual union contract, rather than the summaries contained in this handbook.

Please take the time now to read this handbook carefully. Sign the acknowledgment at the end to show that you have read, understood, and agree to the contents of this handbook, which sets out the basic rules and guidelines concerning your employment. This handbook supersedes any previously issued handbooks or policy statements dealing with the subjects discussed herein. The School reserves the right to interpret, modify, or supplement the provisions of this handbook at any time. Neither this handbook nor any other communication by a management representative or other, whether oral or written, is intended in any way to create a contract of employment. Please understand that no employee handbook can address every situation in the work place.

If you have questions about your employment or any provisions in this handbook, contact the CEO.

We wish you success in your employment here at Martial Arts of West End Inc!

All the best,

Master Hubley

Martial Arts of West End Inc

1.2 At-Will Employment

Your employment with Martial Arts of West End Inc is on an "at-will" basis. This means your employment may be terminated at any time, with or without notice and with or without cause. Likewise, we respect your right to leave the School at any time, with or without notice and with or without cause.

Nothing in this handbook or any other School document should be understood as creating a contract, guaranteed or continued employment, a right to termination only "for cause," or any other guarantee of continued benefits or employment. Only the CEO has the authority to make promises or negotiate with regard to guaranteed or continued employment, and any such promises are only effective if placed in writing and signed by the CEO.

If a written contract between you and the School is inconsistent with this handbook, the written contract is controlling.

Nothing in this handbook will be interpreted, applied, or enforced to interfere with, restrain, or coerce employees in the exercise of their rights under Section 7 of the National Labor Relations Act.

This policy may not be appropriate in its entirety for employees working in Montana.

2.0 Introductory Language and Policies

2.1 About the Company

We are committed to providing the best possible climate for maximum development and goal achievement for all staff members. Our practice is to treat each staff member as an individual. We seek to develop a spirit of teamwork; individuals working together to attain a common goal.

In order to maintain an atmosphere where these goals can be accomplished, we provide a comfortable and progressive workplace. Most importantly, we have a workplace where communication is open and problems can be discussed and resolved in a mutually respectful atmosphere. We take into account individual circumstances and the individual staff member.

We firmly believe that with direct communication, we can continue to resolve any difficulties that may arise and develop a mutually beneficial relationship.

2.2 Ethics Code

Martial Arts of West End Inc will conduct business honestly and ethically wherever operations are maintained. We strive to improve the quality of our services, products, and operations and will maintain a reputation for honesty, fairness, respect, responsibility, integrity, trust, and sound business judgment. Our managers and employees are expected to adhere to high standards of business and personal integrity as a representation of our business practices, at all times consistent with their duty of loyalty to the School.

We expect that officers, directors, and employees will not knowingly misrepresent the School and will not speak on behalf of the School unless specifically authorized. The confidentiality of trade secrets, proprietary information, and similar confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents, trademarks, etc.) about the School or operations, or that of our customers or partners, is to be treated with discretion and only disseminated on a need-to-know basis (see policies relating to privacy).

Violation of the Code of Ethics can result in discipline, up to and including termination of employment. The degree of discipline imposed may be influenced by the existence of voluntary disclosure of any ethical violation and whether or not the violator cooperated in any subsequent investigation.

2.3 Revisions to Handbook

This handbook is our attempt to keep you informed of the terms and conditions of your employment, including Martial Arts of West End Inc policies and procedures. The handbook is not a contract. The School reserves the right to revise, add, or delete from this handbook as we determine to be in our best interest, except the policy concerning at-will employment. When changes are made to the policies and guidelines contained herein, we will endeavor to communicate them in a timely fashion, typically in a written supplement to the handbook or in a posting on company bulletin boards.

3.0 Hiring and Orientation Policies

3.1 Conflicts of Interest

Martial Arts of West End Inc is concerned with conflicts of interest that create actual or potential job-related concerns, especially in the areas of confidentiality, customer relations, safety, security, and morale. If there is any actual or potential conflict of interest between you and a competitor, supplier, distributor, or contractor to the School, you must disclose it to your Supervisor. If an actual or potential conflict of interest is determined to exist, the School will take such steps as it deems necessary to reduce or eliminate this conflict.

3.2 Employment of Relatives and Friends

We will not employ friends or relatives in circumstances where actual or potential conflicts may arise that could compromise supervision, safety, confidentiality, security, and morale at Martial Arts of West End Inc. It is your obligation to inform the School of any such potential conflict so the School can determine how best to respond to the particular situation.

3.3 Job Descriptions

Martial Arts of West End Inc attempts to maintain a job description for each position. If you do not have a current copy of your job description, you should request one from your Supervisor.

Job descriptions prepared by the School serve as an outline only. Due to business needs, you may be required to perform job duties that are not within your written job description. Furthermore, the School may have to revise, add to, or delete from your job duties per business needs. On occasion, the School may need to revise job descriptions with or without advance notice to employees.

If you have any questions regarding your job description or the scope of your duties, please speak with your Supervisor.

3.4 New Hires and Introductory Periods

The first 90 days of your employment is considered an introductory period. During this period, you will become familiar with Martial Arts of West End Inc and your job responsibilities, and we will have the opportunity to monitor the quality and value of your performance and make any necessary adjustments in your job description or responsibilities. Your introductory period with the School can be shortened or lengthened as deemed appropriate by management and Human Resources. Completion of this introductory period does not imply guaranteed or continued employment. Nothing that occurs during or after this period should be construed to change the nature of the "at-will" employment relationship.

3.5 Training Program

In most cases, and for most departments, training employees is done on an individual basis by the department manager. Even if you have had previous experience in the specified functions of your job duties, it is necessary for you to learn our specific procedures, as well as the responsibilities of the specific position. If you ever feel you require additional training, consult your Supervisor.

3.6 Employment Authorization Verification

New hires will be required to complete Section 1 of federal Form I-9 on the first day of paid employment and must present acceptable documents authorized by the U.S. Citizenship and Immigration Services proving identity and employment authorization no later than the third business day following the start of employment with Martial Arts of West End Inc. If you are currently employed and have not complied with this requirement or if your status has changed, inform your Supervisor.

If you are authorized to work in this country for a limited period of time, you will be required to submit proof of renewed employment eligibility prior to expiration of that period to remain employed by the School.

4.0 Wage and Hour Policies

4.1 Attendance Policy

If you know ahead of time that you will be absent or late, provide reasonable advance notice to your Supervisor. You may be required to provide documentation of any medical or other excuse for being absent or late where permitted by applicable law.

Martial Arts of West End Inc reserves the right to apply unused vacation, sick time, or other paid time off to

unauthorized absences where permitted by applicable law. Absences resulting from approved leave, vacation, or legal requirements are exceptions to the policy.

4.2 Business Expenses Policy

The purpose of this policy is to define approved non-travel business expenses and the authority for incurring and approving such expenses at Martial Arts of West End Inc.

Approved business expenses are the reasonable and necessary expenses incurred by employees to achieve legitimate business purposes that are not covered by normal School procurement processes.

Business Meetings (Employer-Sponsored Events and Meetings)

The School pays for expenses necessary to achieve a valid business purpose when meetings are held with customers, vendors, or other School employees. The most senior School individual present is to pay for and report all expenses.

The School will make every effort to have a master account set up for School-wide and large group events. However, if you are at a small meeting or staying by yourself at a hotel, pay individually and submit for reimbursement accordingly.

Technical and Training Seminars

The School pays for expenses associated with attendance at classes and seminars that enhance job-related skills. Prior approval must be obtained by your Supervisor.

Reporting

Report approved expenses on the standard expense report form and include a description of the expense, its business purpose, date, place, and the participants.

4.3 Direct Deposit

Martial Arts of West End Inc encourages all employees to enroll in direct deposit. If you would like to take advantage of direct deposit, ask Payroll for an application form. Typically, the bank will begin the direct deposit of your payroll within 30 calendar days after you submit your completed application.

If you have selected the direct deposit payroll service, a written explanation of your deductions will be given to you on paydays described in the preceding sections in lieu of a check.

4.4 Introduction to Wage and Hour Policies

At Martial Arts of West End Inc, pay depends on a wide range of factors, including pay scale surveys, individual effort, profits, and market forces. If you have any questions about your compensation, including matters such as paid time off, commissions, overtime, benefits, or paycheck deductions, speak with your Supervisor.

4.5 Job Abandonment

If you fail to show up for work or fail to call in with an acceptable reason for the absence for a period of three consecutive days, you will be considered to have abandoned your job and voluntarily resigned from Martial Arts of West End Inc.

4.6 Paycheck Deductions

Martial Arts of West End Inc is required by law to make certain deductions from your pay each pay period. This includes income and unemployment taxes, Federal Insurance Contributions Act (FICA) contributions (Social Security and Medicare), and any other deductions required under law or by court order for wage garnishments. The amount of your tax deductions will depend on your earnings and the information you list on your federal Form W-4 and applicable state withholding form. You may also authorize voluntary

deductions from your paycheck, including contributions for insurance premiums, retirement plans, spending accounts, or other services. Your deductions will be reflected in your wage statement.

The School will not make deductions to your pay that are prohibited by federal, state, or local law. If you have any questions about deductions from your pay, contact your Supervisor. You will be reimbursed in full for any isolated, inadvertent, or improper deductions, as defined by law. If an error is found, you will receive an immediate adjustment, which will be paid no later than your next regular payday.

4.7 Posting of Work Schedules

All work schedules will be posted on the Company App (Crew). The work schedules are done on a need to change basis, and are posted at least **5** days before the start of a new schedule. If you are uncertain of your next work schedule, please contact your supervisor.

4.8 Recording Time

Martial Arts of West End Inc is required by applicable federal, state, and local laws to keep accurate records of hours worked by certain employees. To ensure that the School has complete and accurate time records and that employees are paid for all hours worked, nonexempt employees are required to record all working time using School clock in process. Exempt employees may also be required to track days or time worked. Speak with your Supervisor for specific instructions.

You must accurately record all of your time to ensure you are paid for all hours worked, and must follow established School procedures for recording your hours worked. Time must be recorded as follows:

- Immediately before starting your shift.
- Immediately after finishing work, before your meal period.
- Immediately before resuming work, after your meal period.
- Immediately after finishing work.
- Immediately before and after any other time away from work.

Time must be recorded daily. If there is an issue with clocking in you must notify your Supervisor or appropriate department on immediately by texting it in the app (Crew).

If you are required to clock in, you should clock in no more than five minutes ahead of your start time and clock out no later than five minutes after you're quitting time.

Notify your Supervisor of any pay discrepancies, unrecorded or misrecorded work hours, or any involuntarily missed meal or break periods.

Falsifying time entries is strictly prohibited. Falsifying time entries includes working "off the clock." If you falsify your own time records, or the time records of co-workers, or if you work off the clock, you will be subject to discipline up to and including termination. Immediately report to your Supervisor or appropriate department any employee, supervisor, or manager who falsifies your time entries or encourages or requires you to falsify your time entries or work off the clock.

4.9 Use of Employer Credit Cards

All employees in the possession of a credit card issued by Martial Arts of West End Inc will adhere to the strictest guidelines of responsibility for the protection and proper use of that card. Credit card purchases related to School vehicle use (gas, oil, etc.) under \$100 do not require prior approval. Credit card purchases for vehicle use over \$100 and any other business purchases over \$25 must receive prior approval from your Supervisor.

Submit all sales receipts generated by use of the School credit card weekly to your Supervisor. Your School credit card may not be used for personal reasons. Use of the School credit card is restricted to approved business related expenses.

Any unauthorized purchases made with a credit card issued by the School will be the cardholder's responsibility. You must reimburse any such purchase to the School within 30 days.

Immediately report lost or stolen School cards to your Supervisor. Failure to follow this policy may result in disciplinary action up to and including discharge.

5.0 Performance, Discipline, Layoff, and Termination

5.1 Criminal Activity/Arrests

Martial Arts of West End Inc will report all criminal activity in accordance with applicable law. Involvement in criminal activity while employed by the School, whether on or off School property, may result in disciplinary action including suspension or termination of employment.

You are expected to be on the job, ready to work, when scheduled. Inability to report to work as scheduled may lead to disciplinary action, up to and including termination of employment, for violation of an attendance policy or job abandonment.

5.2 Exit Interview

You may be asked to participate in an exit interview when you leave Martial Arts of West End Inc. The purpose of the exit interview is to provide management with greater insight into your decision to leave employment; identify any trends requiring attention or opportunities for improvement; and to assist the School in developing effective recruitment and retention strategies. Your cooperation in the exit interview process is appreciated.

5.3 Open Door/Conflict Resolution Policy

Martial Arts of West End Inc strives to provide a comfortable, productive, legal, and ethical work environment. To this end, we want you to bring any problems, concerns, or grievances you have about the work place to the attention of your Supervisor and, if necessary, to Human Resources or upper level management. To help manage conflict resolution we have instituted the following problem solving procedure:

If you believe there is inappropriate conduct or activity on the part of the School, management, its employees, vendors, customers, or any other persons or entities related to the School, bring your concerns to the attention of your Supervisor at a time and place that will allow the person to properly listen to your concern. Most problems can be resolved informally through dialogue between you and your immediate Supervisor. If you have already brought this matter to the attention of your Supervisor before and do not believe you have received a sufficient response, or if you believe that person is the source of the problem, present your concerns to Human Resources or upper level management. Describe the problem, those persons involved in the problem, efforts you have made to resolve the problem, and any suggested solution you may have.

5.4 Outside Employment

Outside employment that creates a conflict of interest or that affects the quality or value of your work performance or availability at Martial Arts of West End Inc is prohibited. The School recognizes that you may seek additional employment during off hours, but in all cases expects that any outside employment will not affect your attendance, job performance, productivity, work hours, or scheduling, or would otherwise adversely affect your ability to effectively perform your duties or in any way create a conflict of interest. Any outside employment that will conflict with your duties and obligations to the School should be reported to your Supervisor. Failure to adhere to this policy may result in discipline up to and including termination.

5.5 Pay Raises

Depending on financial health and other School factors, efforts will be made to give pay raises consistent with Martial Arts of West End Inc profitability, job performance, and the consumer price index. The School may also make individual pay raises based on merit or due to a change of job position.

5.6 Performance Improvement

Martial Arts of West End Inc will make efforts to periodically review your work performance. The performance improvement process will take place annually, or as business needs dictate. You may specifically request that your Supervisor assist you in developing a performance improvement plan at any time.

The performance improvement process is a means for increasing the quality and value of your work performance. Your initiative, effort, attitude, job knowledge, and other factors will be addressed. You must understand that a positive job performance review does not guarantee a pay raise or continued employment. Pay raises and promotions are based on numerous factors, only one of which is job performance.

5.7 Post-Employment References

Martial Arts of West End Inc policy is to confirm dates of employment and job title only. With written authorization, the School will confirm compensation. Forward any requests for employment verification to the CEO.

5.8 Resignation Policy

Martial Arts of West End Inc hopes that your employment with the School will be a mutually rewarding experience; however, the School acknowledges that varying circumstances can cause you to resign employment. The School intends to handle any resignation in a professional manner with minimal disruption to the workplace.

Notice

The School requests that you provide a minimum of two weeks' notice of your resignation. Provide a written resignation letter to your Supervisor. If you provide less notice than requested, the School may deem you to be ineligible for rehire, depending on the circumstances of the notice given.

The School reserves the right to provide you with pay in lieu of notice in situations where job or business needs warrant.

Final Pay

The School will pay separated employees in accordance with applicable laws and other sections of this handbook.

Notify the School if your address changes during the calendar year in which resignation occurs to ensure tax information is sent to the correct address.

Return of Property

Return all School property at the time of separation, including uniforms, cellphones, keys, tools, laptops, credit cards, and identification cards, etc. Failure to return some items may result in deductions from your final paycheck where state law allows.

5.9 Standards of Conduct

Martial Arts of West End Inc wishes to create a work environment that promotes job satisfaction, respect, responsibility, integrity, and value for all our employees, clients, customers, and other stakeholders. We all share in the responsibility of improving the quality of our work environment. By deciding to work here, you agree to follow our rules.

While it is impossible to list everything that could be considered misconduct in the workplace, what is outlined here is a list of common-sense infractions that could result in discipline, up to and including immediate termination of employment. This policy is not intended to limit our right to discipline or discharge employees for any reason permitted by law.

Examples of inappropriate conduct include:

- Violation of the policies and procedures set forth in this handbook.
- Possessing, using, distributing, selling, or negotiating the sale of illegal drugs or other controlled substances.
- Being under the influence of alcohol during working hours on School property (including in School vehicles), or on School business.
- Inaccurate reporting of the hours worked by you or any other employees.
- Providing knowingly inaccurate, incomplete, or misleading information when speaking on behalf of the School or in the preparation of any employment-related documents including, but not limited to, job applications, personnel files, employment review documents, intra-company communications, or expense records.
- Taking or destroying School property.
- Possession of potentially hazardous or dangerous property (where not permitted) such as firearms, weapons, chemicals, etc., without prior authorization.
- Fighting with, or harassment of (as defined in our EEO policy), any fellow employee, vendor, or customer.
- Disclosure of School trade secrets and proprietary and confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development information, customer lists, patents, trademarks, etc.) of the School or its customers, contractors, suppliers, or vendors.
- Refusal or failure to follow directions or to perform a requested or required job task.
- Refusal or failure to follow safety rules and procedures.
- Excessive tardiness or absences.
- Smoking in nondesignated areas.
- Working unauthorized overtime.
- Solicitation of fellow employees on School premises during working hours.
- Failure to dress according to School policy.
- Use of obscene or harassing (as defined by our EEO policy) language in the workplace.
- Engaging in outside employment that interferes with your ability to perform your job at this School.
- Gambling on School premises.
- Lending keys or keycards to School property to unauthorized persons.

Nothing in this policy is intended to limit your rights under the National Labor Relations Act, or to modify the at-will employment status where at-will is not prohibited by state law.

6.0 General Policies

6.1 Bulletin Boards

Martial Arts of West End Inc maintains an official bulletin board located in the back room with the refrigerator for providing employees with official School notices, including wage and hour laws, changes in policies, and other employment-related notices. As well as in notifications on the app (Crew) At times the School may also post information of general interest to employees on the bulletin board. You are responsible for being informed about this material by periodically reviewing the bulletin board. Only authorized personnel may add and remove notices from the bulletin board.

6.2 Driving Record

All employees required to operate a motor vehicle as part of their employment duties at Martial Arts of West End Inc must maintain a valid driver's license and acceptable driving record. The School may run a motor vehicle department check to determine your driving record. It is your responsibility to provide a copy of your current driver's license for your personnel file. Any changes in your driving record, including but not limited to driving infractions, must be reported to the School.

State law requires all motorists to carry auto liability insurance. It is against the law to drive without insurance. If you use your own vehicle as a part of your employment duties, you must provide management with a current proof of insurance statement or card. New proof of insurance is required every time your policy expires and renews.

6.3 Employer Sponsored Social Events

Martial Arts of West End Inc holds periodic social events for employees. Be advised that your attendance at these events is voluntary and does not constitute part of your work-related duties. Any exceptions to this policy must be in writing and signed by a Supervisor prior to the event.

Alcoholic beverages may be available at these events. If you choose to drink alcoholic beverages, you must do so in a responsible manner. Do not drink and drive. Instead, please call a taxi or appoint a designated driver.

6.4 GPS Monitoring of Employer Vehicles

Martial Arts of West End Inc desires to strike the appropriate balance between today's technologies, your desire for privacy, and our interests in protecting School vehicles, equipment, and drivers. Due to safety, efficiency, and other business purposes, the School uses GPS technology to monitor the whereabouts of our vehicles at all times.

Questions concerning vehicle monitoring should be directed to management. Questions concerning the proper use of any vehicles should be directed to your Supervisor.

If you abuse the privilege of driving company vehicles, you will be subject to corrective action, up to and including termination of employment. If necessary, the School will also advise law enforcement officials of any illegal conduct.

6.5 Mail Use Policy

You are required to limit usage of the Martial Arts of West End Inc mail service to business purposes only. You may not use the School address to receive personal mail. Do not use the School postage meter for your personal mail. Report any suspicious packages or envelopes immediately.

6.6 Non-solicitation/Non-distribution Policy

To avoid disruption of business operations or disturbance of employees, visitors, and others, Martial Arts of West End Inc has implemented a Non-solicitation/Non-distribution Policy. For purposes of this policy, "solicitation" includes, but is not limited too, selling items or services, requesting contributions, and soliciting or seeking to obtain membership in or support for any organization. Solicitation performed through verbal, written, or electronic means is covered by the Non-solicitation/Non-distribution Policy.

You are prohibited from soliciting other employees during your assigned working time. For this purpose, working time means time during which either you or the employees who are the object of the solicitation are expected to be actively engaged with assigned work. You may conduct solicitations during your lunch period, coffee breaks, or other authorized nonworking time, so long as you do so when the other employees are also on nonworking time.

To avoid inappropriate litter, clutter, and safety risks, you may not distribute literature or other items that are not work related in working areas at any time. Working areas do not include break/rest areas, lunch rooms, or parking lots. Electronic distribution of materials is prohibited during work time. Literature that violates the company's equal employment opportunity (EEO) and non-harassment policies (including threats of violence), or is knowingly and recklessly false, is never permitted. Non-employees are not permitted to distribute materials on company premises at any time.

This policy is not intended to restrict the statutory rights of employees, including the right to discuss terms and conditions of employment.

Violations of this policy should be reported to your Supervisor.

6.7 Off-Duty Use of Employer Property or Premises

You may not use Martial Arts of West End Inc property for personal use during working time. You are responsible for returning School property in good condition and repairing or replacing any property

damaged as the result of personal use or as the result of negligence. This includes use of copy machines, computers, School products, or office supplies for personal use without prior authorization.

It is School policy to control off duty and nonworking hour use of School facilities either for business or personal reasons. You are prohibited from using School facilities during off duty or nonworking hours without the written consent of your Supervisor. If you use School facilities during your off-duty hours or School off-hours, you may be required to sign a log-in and log-out sheet maintained by the School or building manager.

6.8 Payroll Advances and Loans

The school does not offer payroll advances or loans.

6.9 Personal Appearance

Your personal appearance reflects on the reputation, integrity, and public image of Martial Arts of West End Inc. All employees are required to report to work neatly groomed and dressed. You are expected to maintain personal hygiene habits that are generally accepted in the community, including clean clothing, good grooming and personal hygiene, and appropriate attire for the workplace and the work being performed. This may include wearing uniforms or protective safety clothing and equipment, depending upon the job. Use common sense and good judgment in determining what to wear to work.

Fragrant products, including but not limited to perfumes, colognes, and scented body lotions or hair products, should be used in moderation out of concern for others with sensitivities or allergies.

The School, in accordance with applicable law, will reasonably accommodate employees with disabilities or religious beliefs that make it difficult for them to comply fully with the personal appearance policy unless doing so would impose an undue hardship on the School. Contact your Supervisor to request a reasonable accommodation.

Failure to comply with the personal appearance standards may result in being sent home to groom or change clothes. Frequent violations may result in disciplinary action, up to and including termination of employment.

6.10 Personal Cell Phone/Mobile Device Use

While Martial Arts of West End Inc permits employees to bring personal cell phones and other mobile devices (i.e. smart phones, tablets, laptops) into the workplace, you must not allow the use of such devices to interfere with your job duties or impact workplace safety and health.

Use of personal cell phones and mobile devices at work can be distracting and disruptive and cause a loss of productivity. Thus, you should primarily use such personal devices during nonworking time, such as breaks and meal periods. During this time, use devices in a manner that is courteous to those around you. Outside of nonworking time, use of such devices should be minimal and limited to emergency use only. If you have a device that has a camera and/or audio/video recording capability, you are restricted from using those functions on School property unless authorized in advance by management or when they are used in a manner consistent with your right to engage in concerted activity under section 7 of the National Labor Relations Act (NLRA).

You are expected to comply with School policies regarding the protection of confidential and proprietary information when using personal devices.

While operating a vehicle on work time, the School requires that the driver's personal cell phone/mobile device be turned off. If you need to make or receive a phone call while driving, pull off the road to a safe location unless you have the correct hands-free equipment for the device that is in compliance with applicable state laws.

You may connect your personal device to the School network or to School equipment (computers, printers, etc.). But needs to be kept to a minimum.

You may have the opportunity to use your personal devices for work purposes. Before using a personal

device for work-related purposes, you must obtain written authorization from management. The School will not be liable for the cost.

Nothing in this policy is intended to prevent employees from engaging in protected concerted activity under the NLRA.

You will be subject to disciplinary action up to and including termination of employment for violation of this policy.

6.11 Personal Data Changes

It is your obligation to provide Martial Arts of West End Inc with your current contact information, including current mailing address and telephone number. Inform the School of any changes to your marital or tax withholding status. Failure to do so may result in loss of benefits or delayed receipt of W-2 and other mailings. To make changes to this information, contact Payroll or the appropriate department, or person.

6.12 Security

All employees are responsible for helping to make Martial Arts of West End Inc a secure work environment. Upon leaving work, lock all desks, lockers, and doors protecting valuable or sensitive material in your work area and report any lost or stolen keys, passes, or similar devices to your Supervisor immediately. Refrain from discussing specifics regarding School security systems, alarms, passwords, etc. with those outside of the School.

Immediately advise your Supervisor of any known or potential security risks and/or suspicious conduct of employees, customers, or guests of the School. Safety and security is the responsibility of all employees and we rely on you to help us keep our premises secure.

6.13 Social Media Policy

At Martial Arts of West End Inc, we recognize the Internet provides unique opportunities to participate in interactive discussions and share information using a wide variety of social media. However, use of social media also presents certain risks and carries with it certain responsibilities. To minimize risks to the School, you are expected to follow our guidelines for appropriate use of social media.

This policy applies to all employees who work for the School.

Guidelines

For purposes of this policy, **social media** includes all means of communicating or posting information or content of any sort on the Internet, including to your own or someone else's web log or blog, journal or diary, personal website, social networking or affinity website, web bulletin board or a chat room, whether associated or affiliated with the School, as well as any other form of electronic communication.

School principles, guidelines, and policies apply to online activities just as they apply to other areas of work. Ultimately, you are solely responsible for what you communicate in social media. You may be personally responsible for any litigation that may arise should you make unlawful defamatory, slanderous, or libelous statements against any customer, manager, owner, or employees of the School.

Know and Follow the Rules

Ensure your postings are consistent with these guidelines. Postings that include unlawful discriminatory remarks, harassment, and threats of violence or other unlawful conduct will not be tolerated and may subject you to disciplinary action up to and including termination.

Be Respectful

The School cannot force or mandate respectful and courteous activity by employees on social media during nonworking time. If you decide to post complaints or criticism, avoid using statements, photographs, video, or audio that reasonably could be viewed as unlawful, slanderous, threatening, or that might constitute unlawful harassment. Examples of such conduct might include defamatory or slanderous posts meant to

harm someone's reputation or posts that could contribute to a hostile work environment on the basis of race, sex, disability, age, national origin, religion, veteran status, or any other status or class protected by law or School policy. Your personal posts and social media activity should not reflect upon or refer to the School.

Maintain Accuracy and Confidentiality

When posting information:

- Maintain the confidentiality of trade secrets, intellectual property, and confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents, trademarks, etc.) related to the School.
- Do not create a link from your personal blog, website, or other social networking site to a School website that identifies you as speaking on behalf of the School.
- Never represent yourself as a spokesperson for the School. If the School is a subject of the content you are creating, do not represent yourself as speaking on behalf of the School. Make it clear in your social media activity that you are speaking on your own behalf.
- Respect copyright, trademark, third-party rights, and similar laws and use such protected information in compliance with applicable legal standards.

Using Social Media at Work

Do not use social media while on your work time, unless it is work related as authorized by your manager or consistent with policies that cover equipment owned by the School.

Media Contacts

If you are not authorized to speak on behalf of the School, do not speak to the media on behalf of the School. Direct all media inquiries for official School responses to Human Resources.

Retaliation and Your Rights

Retaliation or any other negative action is prohibited against anyone who, based on a reasonable belief, reports a possible deviation from this policy or cooperates in an investigation. Those who retaliate against others for reporting a possible deviation from this policy or for cooperating in an investigation will be subject to disciplinary action, up to and including termination.

Nothing in this policy is designed to interfere with, restrain, or prevent employees from communications regarding wages, hours, or other terms and conditions of employment, or to restrain employees in exercising any other right protected by law. All employees have the right to engage in or refrain from such activities.

6.14 Suggestion Policy

At Martial Arts of West End Inc, we welcome suggestions for continued improvement and welcome your ideas for better ways to do your job, produce or sell the products or services of our School, or meet customer and client needs. Discuss your ideas with your Supervisor or another member of the management team.

We also encourage you to offer any suggestions derived from seminars, magazines, or other outside sources of information you believe would add value to the School.

Understand that any suggestions, innovations, inventions, or other matter created by you on work time or with School tools or property are considered to be the property of the School.

6.15 Telephone Use

Martial Arts of West End Inc phones are principally for work-related communications. Unless there is an emergency, limit long distance telephone calls to business purposes only. Limit personal use of School telephones to brief communications during rest periods where possible. Casual conversation with friends and relatives during working hours is strongly discouraged. Telephone use is subject to the Use of Company Technology Policy.

6.16 Third Party Disclosures

From time to time, Martial Arts of West End Inc may become involved in news stories or potential or actual legal proceedings of various kinds. When that happens, lawyers, former employees, newspapers, law enforcement agencies, and other outside persons may contact our employees to obtain information about the incident or the actual or potential lawsuit.

If you receive such a contact, you should not speak on behalf of the School and should refer any call requesting the position of the School to the CEO. If you have any questions about this policy or are not certain what to do when such a contact is made, contact the CEO.

6.17 Use of Company Technology

This policy is intended to provide Martial Arts of West End Inc employees with the guidelines associated with the use of the School information technology (IT) resources and communications systems.

This policy governs the use of all IT resources and communications systems owned by or available at the School, and all use of such resources and systems when accessed using your own devices, including but not limited to:

- Email systems and accounts.
- Internet and intranet access.
- Telephones and voicemail systems, including wired and mobile phones, smartphones, and pagers.
- Printers, photocopiers, and scanners.
- Fax machines, e-fax systems, and modems.
- All other associated computer, network, and communications systems, hardware, peripherals, and software, including network key fobs and other devices.
- Closed-circuit television (CCTV) and all other physical security systems and devices, including access key cards and fobs.

General Provisions

School IT resources and communications systems are to be used for business purposes only unless otherwise permitted under applicable law.

All content maintained in School IT resources and communications systems are the property of the School. Therefore, employees should have no expectation of privacy in any message, file, data, document, facsimile, telephone conversation, social media post, conversation, or any other kind or form of information or communication transmitted to, received, or printed from, or stored or recorded on School electronic information and communications systems.

The School reserves the right to monitor, intercept, and/or review all data transmitted, received, or downloaded over School IT resources and communications systems in accordance with applicable law. Any individual who is given access to the system is hereby given notice that the School will exercise this right periodically, without prior notice and without prior consent.

The interests of the School in monitoring and intercepting data include, but are not limited to: protection of School trade secrets, proprietary information, and similar confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents, trademarks, etc.); managing the use of the computer system; and/or assisting employees in the management of electronic data during periods of absence.

You should not interpret the use of password protection as creating a right or expectation of privacy, nor should you have a right or expectation of privacy regarding the receipt, transmission, or storage of data on School IT resources and communications systems.

Do not use School IT resources and communications systems for any matter that you would like to be kept private or confidential.

Violations

If you violate this policy, you will be subject to corrective action, up to and including termination of employment. If necessary, the School will also advise law enforcement officials of any illegal conduct.

6.18 Use of Employer Vehicles

Company vehicles are to be used for Martial Arts of West End Inc business only. Unless the use of the vehicle has been approved for personal use, personal or outside business use is strictly prohibited.

If you drive a School vehicle, all infractions or violations while driving the vehicle and all restrictions, suspensions, or revocations against your driver's license must be immediately reported to your Supervisor.

When a School vehicle cannot be operated, is unsafe for use, or has been damaged, notify you're Supervisor immediately.

As the driver of a School vehicle, you are responsible for the vehicle while in your charge and must not permit unauthorized persons to drive it. You are also responsible for the daily housekeeping of the vehicle; it is to remain clean and uncluttered.

You may not operate a motor vehicle while under the influence of alcohol or a chemical substance or other substance that can impair judgment. You may not operate a motor vehicle while texting, emailing, or otherwise using a cell phone or other handheld device without utilizing a hands-free device.

Multiple driving moving violations that appear on the annual state department of motor vehicle check will result in suspension of rights to drive a School vehicle or drive a personal vehicle on School business. Suspension of rights will continue until one year has passed with no infractions. If there are persistent and ongoing problems with driving infractions, and driving a vehicle is a part of successful execution of job responsibilities, you may be terminated.

6.19 Workplace Privacy and Right to Inspect

Martial Arts of West End Inc property, including but not limited to lockers, phones, computers, tablets, desks, work place areas, vehicles, or machinery, remains under the control of the School and is subject to inspection at any time, without notice to any employees, and without their presence.

You should have no expectation of privacy in any of these areas. We assume no responsibility for the loss of, or damage to, your property maintained on School premises including that kept in lockers and desks.

7.0 Benefits

7.1 401(k) Plan

Eligible employees (as determined by the terms of the plan) may participate in the Martial Arts of West End Inc retirement plan.

Contact management to find out if you are eligible to participate in the School plan. The School is required to let you know if you are eligible.

This benefit, as well as other benefits, may be canceled or changed at the discretion of the School, unless otherwise required by law.

7.2 Bereavement Leave

Martial Arts of West End Inc recognizes the importance of taking leave when there is a death in the family. Where bereavement leave is not required by law, the School will provide bereavement leave as follows:

All employees who have completed 1 year of service are eligible for up to 5 of [paid/unpaid] bereavement leave for the death of an immediate family member.

You may use accrued but unused paid time off if additional time is needed. Additional unpaid time off may be granted at the discretion of the School on a case-by-case basis.

For purposes of this policy, **immediate family member** includes the following and applies both to the family of the employee and the employee's spouse: child (including foster child and stepchild), spouse, sister, brother, parents (including foster parents and stepparents), grandparents.

You must provide notice of your need for bereavement leave as far in advance as possible. The School may require documentation supporting your need for bereavement leave.

7.3 Exempt Personnel

If you are classified as exempt at the time of your hiring, you are not eligible for overtime pay as otherwise required by federal, state, or local laws. If you have a question regarding whether you are exempt or nonexempt, contact your Supervisor for clarification.

7.4 Health Insurance Policy

Martial Arts of West End Inc doesn't provide health Insurance.

7.5 Holidays

Martial Arts of West End Inc offers the following paid holidays each year:

New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

When a holiday falls on a Saturday, it will be observed the preceding Friday. Holidays falling on a Sunday will be observed the following Monday.

Eligible staff members receive a paid holiday only if the holiday falls on a day they are normally scheduled to work.

You will be compensated for holidays in accordance with federal and state law.

7.6 Nonexempt Personnel

If you are classified as nonexempt at the time of your hiring, you will be eligible for minimum wage and overtime pay in accordance with federal, state, and local laws. If you have a question regarding whether you are exempt or nonexempt, contact your Supervisor for clarification.

7.7 Paid Time Off (PTO)

Martial Arts of West End Inc provides employees with paid time off (PTO). PTO may be used for vacation, sick time, or other personal matters.

Eligibility

All full-time regular employees are eligible to receive PTO after completing 1 year of employment.

Deposits Into Your Leave Account

PTO is calculated according to your work anniversary year.

The amount of PTO received each year is based on your length of service and is granted in a lump sum at

the beginning of each year/accrues according to an accrual schedule determined by the School up to a maximum annual grant as shown below:

After 1 full anniversary year (which includes the employees introductory period), you shall be entitled to one week of PTO annually.

After 3 full anniversary years, you shall be entitled to two weeks of PTO annually.

After 6 full anniversary years, you shall be entitled to three weeks of PTO annually.

After 9 full anniversary years, and each year thereafter, you shall be entitled to four weeks of PTO annually.

Part-time regular employees receive PTO time in proportion to their work schedule.

PTO granted during your first year of employment will be prorated based on your hire date.

Leave Usage and Requests for Leave

School encourages you to use your PTO time. You are eligible to begin using PTO as soon as it is received.

You must request PTO from your Supervisor as far in advance as possible, but at least 2 weeks in advance. The School will generally grant requests for PTO when possible, taking business needs into consideration. When multiple employees request the same time off, length of employment will determine priority in scheduling PTO times. You must take PTO in increments of at least 1 of hour.

During a Leave of Absence

School may require you to use any unused PTO during disability or family medical leave, or any other leave of absence, where permissible under local, state, and federal law.

You will not accrue PTO during unpaid leaves of absence, or other periods of inactive service, unless PTO accrual is required by applicable federal, state, or local law.

Carryover

You may not carry over unused PTO to the following year. Any unused PTO will be forfeited on or about your anniversary date.

Separation of Employment

Upon separation of employment for any reason, you will forfeit any earned but unused PTO time.

7.8 Personal Leave of Absence

Martial Arts of West End Inc recognizes that you may need time off from work in special circumstances that other leave policies may not address. In such cases, you may request a personal leave of absence.

Eligibility

All full-time employees employed for at least 1 year are eligible to apply for up to 4 weeks of unpaid personal leave of absence.

Requesting Leave

Requests for unpaid personal leave must be submitted to the CEO in writing at least 2 weeks in advance where practical. In emergency situations, written notice must be provided as soon as possible. The request should include the reason for the leave as well as the dates you expect to begin and end the leave.

Job performance, absenteeism, and departmental requirements will be taken into consideration before a request is approved. Requests for unpaid personal leave may be denied or granted for any reason and are within the sole discretion of the School.

You will be required to use all available paid leave balances prior to taking an unpaid personal leave of absence.

PTO will not accrue during an unpaid personal leave of absence. Holidays that occur during an unpaid personal leave of absence will not be paid.

If you are granted a personal leave of absence, reinstatement to your position or any position is not guaranteed.

Benefits While on Leave

Your School-provided health benefits will be continued at the same level and under the same conditions as prior to the leave, for up to 4 weeks. You are responsible for payment of your portion of the insurance premium while on personal leave.

If you are on a personal leave of absence that exceeds 4 weeks, or you fail to pay your premium payment in a timely manner, the School will provide you with information about your rights under COBRA and/or applicable state continuation coverage policies.

Extension of Leave

You are required to return from unpaid personal leave on the originally scheduled return date. If you are unable to return, you must request an extension of the leave in writing, as soon as possible, but at least 10 days in advance of the return date. Leave extensions will be considered on a case-by-case basis. If the School denies the extension request, you must return to work on the originally scheduled return date or be considered to have voluntarily resigned from your employment.

Return to Work

In advance of your scheduled return date, your Supervisor will arrange for you to resume your previous position, if available. However, the School's need to fill a position may override the ability to hold a position open until your return. Therefore, we cannot assure our ability to reinstate you to any position after your leave. The School retains the discretion to determine the similarity of any available positions and your qualifications. If we are unable to reinstate you or you refuse the offer of reinstatement to a different position, your leave status will be changed to a voluntary termination.

Failure to Return from Leave

If you fail to return to work after an unpaid leave of absence, you will be considered to have resigned your employment.

Alternative Employment

While on an unpaid leave of absence, you may not work or be gainfully employed either for yourself or others unless express, written permission to perform such outside work has been granted by the School. If you are on a leave of absence and are found to be working elsewhere without permission, you will be subject to disciplinary action up to and including termination.

7.9 Regular Full-Time Personnel

Regular full-time employees are those who have completed their introductory period and are regularly scheduled to work more than 32 hours per week. Unless stated otherwise or specifically permitted by law, all the benefits provided to employees at Martial Arts of West End Inc are for regular full-time employees only. This includes vacation, holiday pay, health insurance, and other benefits coverage.

7.10 Regular Part-Time Personnel

All employees who work at least 20 hours per week are considered part time. Part-time employees are not eligible for Martial Arts of West End Inc benefits unless specified otherwise in this handbook, in the benefit plan summaries, or specifically permitted by law.

7.11 Unemployment Compensation Insurance Policy

Unemployment compensation insurance is paid for by Martial Arts of West End Inc and provides temporary income for employees who have lost their job under certain circumstances. Your eligibility for unemployment compensation will, in part, be determined by the reasons for your separation from the School.

7.12 Workers' Compensation Insurance Policy

Workers' compensation is a no-fault system designed to provide benefits to all employees for work-related injuries. Workers' compensation insurance coverage is paid for by employers and governed by state law. The workers' compensation system provides for coverage of medical treatment and expenses, occupational disability leave, and rehabilitation services, as well as payment for lost wages due to work related injuries. If you are injured on the job while working at Martial Arts of West End Inc, no matter how slightly, you are to report the incident immediately to your Supervisor. Consistent with applicable state law, failure to report an injury within a reasonable period of time could jeopardize your claim for benefits.

To receive workers' compensation benefits, notify your Supervisor immediately of your claim. If your injury is the result of an on-the-job accident, you must fill out an accident report. You will be required to submit a medical release before you can return to work.

7.13 Emergency Paid Sick Leave Policy (COVID-19)

Martial Arts of West End Inc provides eligible employees with emergency paid sick leave under certain conditions between April 1, 2020 and December 31, 2020 under the Emergency Paid Sick Leave Act, which is part of the Families First Coronavirus Response Act (FFCRA).

Eligibility

All employees are eligible for emergency paid sick leave.

Reason for Leave

You may take emergency paid sick leave if you are unable to work (or telework) because:

1. You are subject to a federal, state, or local quarantine or isolation order related to COVID-19;
2. You have been advised by a health care provider to self-quarantine because of COVID-19;
3. You are experiencing symptoms of COVID-19 and are seeking a medical diagnosis;
4. You are caring for an individual or are advised to quarantine or isolate;
5. You are caring for a child whose school or place of care is closed, or whose childcare provider is unavailable, due to COVID-19 precautions; or
6. You are experiencing substantially similar conditions as specified by the Secretary of Health and Human Services, in consultation with the Secretaries of Labor and Treasury.

Potential Exemption

The School, as a small business with fewer than 50 employees, under certain circumstances, may need to deny emergency paid sick leave under this policy if granting such leave would jeopardize the viability of the School's business as an ongoing concern. The School is exempt from the requirement of providing emergency paid sick leave to care for your son or daughter whose school or place of care is closed, or whose child care is unavailable, for COVID-19 related reasons when:

- Such paid leave would cause the School's expenses and financial obligations to exceed available business revenue and cause the School to cease operating at a minimal capacity;
- The absence of those requesting such leave would pose a substantial risk to the financial health or operational capacity of the School because of their specialized skills, knowledge of the business, or responsibilities; or
- The School cannot find enough other workers who are able, willing, and qualified and who will be available at the time and place needed, to perform the labor or services those requesting leave provide, and these labor and services are needed for the School to operate at a minimum capacity.

Duration/Compensation

Full-time employees are entitled to up to 80 hours of paid sick leave for qualifying events. Part-time employees are entitled to take the number of hours they would normally be scheduled to work during a two-week period.

For employees with varying hours, one of the following methods for determining the number of hours paid will be used:

- If the individual has worked six months or more, the average number of hours that the individual was scheduled per day over the six-month period ending on the date on which the individual takes leave, including hours for which they took leave of any type.
- If the individual has worked less than six months, the expected number of hours to be scheduled per day at the time of hire.

The rate of your pay depends on your reason(s) for taking leave. If you:

- Are subject to a federal, state, or local quarantine or isolation order related to COVID-19, pay is at the greater of your regular rate or the applicable minimum wage, capped at \$511 per day.
- Have been advised by a health care provider to self-quarantine because of COVID-19 concerns, pay is at the greater of your regular rate or the applicable minimum wage, capped at \$511 per day.
- Choose to obtain a medical diagnosis because you are experiencing symptoms of COVID-19, pay is at the greater of your regular rate or the applicable minimum wage, capped at \$511 per day.
- Caring for or assisting an individual who is subject to an order or recommendation as described in bullet 1 or 2 above, pay is at two-thirds of the greater of your or the applicable minimum wage, capped at \$200 per day.
- Are caring for your child because of school or daycare closure, or because the child care provider is unavailable, due to COVID-19, pay is at two-thirds of the greater of your regular rate or the applicable minimum wage, capped at \$200 per day.
- Are experiencing any other substantially similar condition specified by the Secretary of Health and Human Services, pay is at two-thirds of the greater of your regular rate or the applicable minimum wage, capped at \$200 per day.

Leave Rules

You may elect to use emergency paid sick leave before using any accrued paid leave. The School will coordinate any interaction between local, state, and federal leave laws, including emergency paid sick leave laws, to the extent necessary and consistent with those laws.

No leave provided by the School before April 1, 2020 may be credited against your leave entitlement. In addition, no unused emergency paid sick leave can be carried over after December 31, 2020 or paid to you.

Requesting Leave

If you need to take emergency paid sick leave, provide notice as soon as possible. Normal call-in procedures apply to all absences from work.

Intermittent Use of Leave

If the School may agree to allow you to take paid sick leave intermittently, in any agreed increment of time. The School may agree to allow you to take paid sick leave in any agreed increment of time to care for your son or daughter whose school or place of care is closed, or child care provider is unavailable, because of a COVID-19 related reason.

Documentation

When requesting emergency paid sick leave, you must provide the following information (verbally or in writing):

- Your name;
- Date(s) for which leave is requested;
- Qualifying reason for the leave; and
- Verbal or written statement that you are unable to work because of the qualified reason for leave.

To take emergency paid sick leave for a qualifying COVID-19 related reason under bullet 1 above, you must additionally provide the name of the government entity that issued the quarantine or isolation order.

To take emergency paid sick leave for a qualifying COVID-19 related reason under bullet 2 above, you must additionally provide the name of the health care provider who advised you to self-quarantine due to concerns related to COVID-19.

To take emergency paid sick leave for a qualifying COVID-19 related reason under bullet 3 above, you must additionally provide either:

- The name of the government entity that issued the quarantine or isolation order to which the individual being cared for is subject; or
- The name of the health care provider who advised the individual being cared for to self-quarantine due to concerns related to COVID-19.

To take emergency paid sick leave for a qualifying COVID-19 related reason under bullet 5 above, you must additionally provide:

- The name of the child being cared for;
- The name of the school, place of care, or child care provider that has closed or become unavailable; and
- A representation that no other suitable person will be caring for the child during the period for which you take emergency paid sick leave.

The School may also request you to provide such additional material as needed to support a request for tax credits pursuant to the FFCRA. The School is not required to provide leave if materials sufficient to support the applicable tax credit have not been provided.

Retaliation

The School will not retaliate against employees who request or take leave in accordance with this policy.

Expiration

This policy expires on December 31, 2020.

7.14 Expanded Family and Medical Leave Policy (COVID-19)

Martial Arts of West End Inc provides eligible employees with up to 12 weeks of expanded family and medical leave for a qualifying need related to a public health emergency between April 1, 2020 and December 31, 2020 under the Families First Coronavirus Response Act (FFCRA).

Eligibility

Expanded family and medical leave is available to all employees that have been employed by the School for at least 30 calendar days. You are considered to have been employed by the School for at least 30 calendar days if:

- You were on the School's payroll for the 30 days immediately prior to the day your leave would begin; or
- You were laid off or otherwise terminated by the School on or after March 1, 2020 and were rehired or otherwise re-employed by the School on or before December 31, 2020, provided that you had been on the School's payroll for leave upon reinstatement if you had been previously employed by the School for 30 or more of the 60 calendar days prior to your layoff or termination.

Reason for Leave

Leave under this policy is limited to circumstances where you are unable to work (including telework) due to your need to care for your son or daughter whose school or place of care has been closed, or whose child care provider is unavailable, for reasons related to COVID-19. **Son or daughter** means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is under 18 years of age or is 18 years of age or older and is incapable of self-care because of a mental or physical disability.

Your need for leave under this policy is qualifying only if no suitable person is available to care for your child during the period of such leave.

Requesting Leave

If you need to take expanded family and medical leave, provide notice as soon as possible. Normal call-in procedures apply to all absences from work.

Duration of Leave

You will have up to 12 weeks of leave to use from April 1, 2020, through December 31, 2020 for the reason stated above.

Intermittent Use of Leave

If you are unable to work because you need to care for your son or daughter whose school or place of care is closed, or child care provider is unavailable, because of a COVID-19-related reason, the School may agree to allow you to take extended FMLA leave intermittently, in any agreed increment of time. The School may agree to allow you to take extended FMLA leave in any agreed increment of time to care for your son or daughter whose school or place of care is closed, or child care provider is unavailable, because of a COVID-19 related reason.

Compensation

The first 10 days (two weeks) of expanded family and medical leave are unpaid. However, during this period, you may use accrued paid vacation, sick, or personal leave and will receive the full amount of such accrued leave. You may also elect to use the paid leave provided under the Emergency Paid Sick Leave Act, which provides pay up to a maximum of \$200 per day. After the first two workweeks of expanded family and medical leave, leave will be paid at two-thirds of your regular rate of pay for the number of hours you would otherwise be scheduled to work. Pay will not exceed \$200 per day and \$10,000 in total, or \$12,000 in total if using emergency paid sick leave for the first two weeks. Any unused portion of this pay will not carry over to the next year.

The School will coordinate any interaction between local, state, and federal leave laws, including emergency paid sick leave laws, to the extent necessary and consistent with those laws.

For employees with varying hours, one of the following methods for determining the number of hours paid will be used:

- If the individual has worked six months or more, the average number of hours that the employee was scheduled per day over the six-month period ending on the date on which the individual takes leave, including hours for which they took leave of any type.
- If the individual has worked less than six months, the expected number of hours to be scheduled per day at the time of hire.

Employees may also supplement the two-thirds pay with accrued paid time off, not to exceed 100 percent of regular pay.

Documentation

When requesting expanded family and medical leave, you must provide the following information (verbally or in writing):

1. Your name;
2. Date(s) for which leave is requested;
3. Qualifying reason for the leave;
4. Verbal or written statement that you are unable to work because of the qualified reason for leave;
5. The name of the child being cared for;
6. The name of the school, place of care, or child care provider that has closed or become unavailable; and
7. A representation that no other suitable person will be caring for the child during the period for which you take expanded family and medical leave.

The School may also request you provide additional materials as needed to support a request for tax credits pursuant to the FFCRA. The School is not required to provide leave if materials sufficient to support the applicable tax credit have not been provided.

Restoration

Upon returning to work at the end of leave, you will generally be placed in your original job or an equivalent job with equivalent pay and benefits. You will not lose any benefits that accrued before leave was taken. The law provides an exception for employers with fewer than 25 employees. In such circumstances, if you take family and medical leave, the School may not need to return you to your position if:

- The position does not exist due to changes in the School's economic or operating condition that affect employment and were caused by the coronavirus emergency;
- The School makes "reasonable efforts" to restore you to an equivalent position; and
- If these efforts fail, the School makes an additional reasonable effort to contact you if an equivalent position becomes available. The "contact period" is the one-year window beginning on the earlier of:
 - The date on which you no longer need to take leave to care for your child; or
 - 12 weeks after you're paid leave commences.

Retaliation

The School will not retaliate against employees who request or take leave in accordance with this policy.

Potential Exemption

The School, as a small business with fewer than 50 employees, may need to deny otherwise qualifying leave under this policy if granting such leave would jeopardize the viability of the School's business as an ongoing concern. The School is exempt from the requirement of providing expanded family and medical leave when:

- Such leave would cause the School's expenses and financial obligations to exceed available business revenue and cause the School to cease operating at a minimal capacity;
- The absence of those requesting such leave would pose a substantial risk to the financial health or operational capacity of the School because of their specialized skills, knowledge of the business, or responsibilities; or
- The School cannot find enough other workers who are able, willing, and qualified and who will be available at the time and place needed, to perform the labor or services those requesting leave provide, and these labor and services are needed for the School to operate at a minimum capacity.

Expiration

This policy expires on December 31, 2020.

7.15 Military Leave (USERRA)

Martial Arts of West End Inc complies with applicable federal and state law regarding military leave and re-employment rights. Unpaid military leave of absence will be granted to members of the uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA; with amendments) and all applicable state law. You must submit documentation of the need for leave to your Supervisor or appropriate department. When returning from military leave of absence, you will be reinstated to your previous position or a similar position, in accordance with state and federal law. You must notify your Supervisor of your intent to return to employment based on requirements of the law. For more information regarding status, compensation, benefits, and reinstatement upon return from military leave, contact your Supervisor or appropriate department.

8.0 Safety and Loss Prevention

8.1 Business Closure and Emergencies

Martial Arts of West End Inc recognizes that inclement weather and other emergencies may affect your ability to get to work. In such situations, your safety is paramount.

Company Closure

Examples of emergencies when the School may close include, but are not limited too, power outage, blizzard conditions, etc.

Notification

In an emergency, the School will make every effort to notify you of the closing. These notification efforts assume that you have access to electricity and internet and/or phone service.

When the School is unable to notify you of the closure, use common sense to assess the safety and practicality of the situation. In a regional power outage, for example, the School is likely to have no power. If there is reported flash flooding in your area, report to work only if you can make it safely.

Partial-Day Closure

If an emergency event such as inclement weather or a power outage occurs, the School may decide to close mid-day. When the School closes mid-day, you will be instructed to leave immediately so that the conditions do not further deteriorate and affect your ability to travel safely.

If you are exempt and are working at home with prior permission, or at the office on the day of the partial day closure, you will be paid your normal salary for the week. If you are nonexempt, you will be paid for the hours you worked, unless state law dictates otherwise.

Notified of Closure Prior to Reporting to Work

If you are nonexempt and are notified of a closure prior to reporting to work, you will not be paid during the closure, unless state law dictates otherwise. If you are exempt, you will be paid your normal salary for the week.

Extending Leave

When the School closure ends, you are expected to report to work. Contact your Supervisor if you cannot return to work at the end of the closure. The School recognizes that you may need additional time off to repair extensive home damage or for other emergency situations. These will be assessed on a case-by-case basis.

If You Cannot Get to Work

Unique circumstances may affect your ability to come to work even when the School is able to remain open. The School recognizes that in a severe national or regional disaster, all methods of communication may be unavailable; however, you should continue to try and contact your Supervisor, by any method possible.

Time missed under circumstances where the School remains open and you are unable to report to work is to be used as vacation time, personal time, or is unpaid.

8.2 Drug and Alcohol Policy

Martial Arts of West End Inc is committed to providing a safe, healthy, and productive work environment. Consistent with this commitment, it is the intent of the School to maintain a drug and alcohol-free workplace. Being under the influence of alcohol, illegal drugs (as classified under federal, state, or local laws), or other impairing substances while on the job may pose a serious health and safety risk to others, and will not be tolerated.

Prohibited Conduct

The School expressly prohibits employees from engaging in the following activities when they are on duty or conducting School business or on School premises (whether or not they are working):

- The use, abuse, or being under the influence of alcohol, illegal drugs, or other impairing substances.
- The possession, sale, purchase, transfer, or transit of any illegal or unauthorized drug, including prescription medication that is not prescribed to the individual, or drug-related paraphernalia.

- The illegal use or abuse of prescription drugs.

While the use of marijuana has been legalized under some state laws for medicinal and/or recreational uses, it remains an illegal drug under federal law. The School does not discriminate against employees solely on the basis of their lawful off-duty use of marijuana. You may not consume or be under the influence of marijuana while on duty or at work. If you have a valid prescription for medical marijuana, refer to the School Disability Accommodation policy for additional information.

Nothing in this policy is meant to prohibit your appropriate use of over-the-counter medication or other medication that can legally be prescribed under both federal and state law, if it does not impair your job performance or safety or the safety of others. If you take over-the-counter medication or other medication that can legally be prescribed under both federal and state law to treat a disability, inform your Supervisor if you believe the medication may impair your job performance, safety, or the safety of others or if you believe you need a reasonable accommodation before reporting to work while under the influence of that medication.

Violations

Violation of this policy may result in disciplinary action, up to and including termination of employment.

8.3 General Safety Policy

It is the responsibility of all Martial Arts of West End Inc employees to maintain a healthy and safe work environment. Report all safety hazards and occupational illnesses or injuries to your Supervisor as soon as reasonably possible and complete an occupational illness or injury form as needed. Failure to follow the School health and safety rules may result in disciplinary action, up to and including termination of employment.

8.4 Policy Against Workplace Violence

As the safety and security of our employees, vendors, contractors, and the general public is in the best interests of Martial Arts of West End Inc, we are committed to working with our employees to provide a work environment free from violence, intimidation, and other disruptive behavior.

Zero Tolerance Policy

The School has a zero tolerance policy regarding workplace violence and will not tolerate acts or threats of violence, harassment, intimidation, and other disruptive behavior, either physical or verbal, that occurs in the workplace or other areas. This applies to management, co-workers, employees, and non-employees such as contractors, customers, and visitors.

Workplace violence can include oral or written statements, gestures, or expressions that communicate a direct or indirect threat of physical harm, damage to property, or any intentional behavior that may cause a person to feel threatened.

Prohibited Conduct

Prohibited conduct includes, but is not limited to:

- Physically injuring another person.
- Threatening to injure a person or damage property by any means, including verbal, written, direct, indirect, or electronic means.
- Taking any action to place a person in reasonable fear of imminent harm or offensive contact.
- Possessing, brandishing, or using a firearm on School property or while performing School business except as permitted by state law.
- Violating a restraining order, order of protection, injunction against harassment, or other court order.

Reporting Incidents of Violence

Report to your Supervisor, in accordance with this policy, any behavior that compromises our ability to maintain a safe work environment. All reports will be investigated immediately and kept confidential, except

where there is a legitimate need to know. You are expected to cooperate in any investigation of workplace violence.

Violations

Violating this policy may subject you to criminal charges as well as discipline up to and including immediate termination of employment.

Retaliation

Victims and witnesses of workplace violence will not be retaliated against in any manner. In addition, you will not be subject to discipline for, based on a reasonable belief, reporting a threat or for cooperating in an investigation.

If you initiate, participate, are involved in retaliation, or obstruct an investigation into conduct prohibited by this policy, you will be subject to discipline up to and including termination.

If you believe you have been wrongfully retaliated against, immediately report the matter to your Supervisor or appropriate department.

9.0 Trade Secrets and Inventions

9.1 Confidentiality and Nondisclosure of Trade Secrets

As a condition of employment, Martial Arts of West End Inc employees are required to protect the confidentiality of School trade secrets, proprietary information, and confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents, trademarks, etc.) related to the School. Access to this information should be limited to a "need to know" basis and should not be used for personal benefit, disclosed, or released without prior authorization from management.

If you have information that leads you to suspect that employees are sharing such information in violation of this policy and/or competitors are obtaining such information, you are required to inform your Supervisor or appropriate department.

Violation of this policy may result in disciplinary action up to and including termination, and may subject the violator to civil liability.

10.0 Customer Relations

10.1 Customer, Client, and Visitor Relations

Martial Arts of West End Inc strives to provide the best products and services possible to our customers and clients. Our customers and clients support this business and generate your wages. You are expected to treat every customer, client, or visitor with the utmost respect and courtesy during your working time. You should never argue or act in a disrespectful manner towards a visitor or customer during your working time. If you are having problems with a customer, client, or visitor, notify your Supervisor immediately. If a customer, client, or visitor voices a suggestion, complaint, or concern regarding our products or services, inform your Supervisor or a member of management. Lastly, make every effort to be prompt in following up on customer, client, or visitor orders or questions. Positive customer, client, and visitor relations will go a long way to establishing our School as a leader in its field.

10.2 Products and Services Knowledge

As a representative of Martial Arts of West End Inc, you are expected to be familiar with the products and services we offer. Take every opportunity to learn the interrelationship between your department or division and the others of the School. We consider our employees to be the best reflection of our business brand and company success.

Virginia Policies

Hiring and Orientation Policies

Disability Accommodation

Martial Arts of West End Inc complies with the Americans with Disabilities Act (ADA), the Pregnancy Discrimination Act, and all applicable state and local fair employment practices laws, and is committed to providing equal employment opportunities to qualified individuals with disabilities, including disabilities related to pregnancy, childbirth, lactation, and related medical conditions. Consistent with this commitment, the School will provide reasonable accommodation to otherwise qualified individuals where appropriate to allow the individual to perform the essential functions of the job, unless doing so would create an undue hardship on the business.

If you require an accommodation because of your disability, it is your responsibility to notify your Supervisor. You may be asked to include relevant information such as:

- A description of the proposed accommodation.
- The reason you need an accommodation.
- How the accommodation will help you perform the essential functions of your job.

After receiving your request, the School will engage in an interactive dialogue with you to determine the precise limitations of your disability and explore potential reasonable accommodations that could overcome those limitations. Where appropriate, we may need your permission to obtain additional information from your medical provider. All medical information received by the School in connection with a request for accommodation will be treated as confidential.

The School encourages you to suggest specific reasonable accommodations that you believe would allow you to perform your job. However, the School is not required to make the specific accommodation requested by you and may provide an alternative accommodation, to the extent any reasonable accommodation can be made without imposing an undue hardship on the School.

If leave is provided as a reasonable accommodation, such leave may run concurrently with leave under the federal Family and Medical Leave Act and/or any other leave where permitted by state and federal law.

The School will not discriminate or retaliate against employees for requesting an accommodation.

EEO Statement and Non-harassment Policy

Equal Opportunity Statement

Martial Arts of West End Inc is committed to the principles of equal employment. We are committed to complying with all federal, state, and local laws providing equal employment opportunities, and all other employment laws and regulations. It is our intent to maintain a work environment that is free of harassment, discrimination, or retaliation because of age (40 and older), race (including traits historically associated with race, which includes hair texture, hair type, and protective hairstyles such as braids, locks, and twists), color, national origin, ancestry, religion, sex, sexual orientation, gender identity, pregnancy (including childbirth, lactation, and related medical conditions), physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed service-member status, or any other status protected by federal, state, or local laws. The School is dedicated to the fulfillment of this policy in regard to all aspects of employment, including but not limited to recruiting, hiring, placement, transfer, training, promotion, rates of pay, and other compensation, termination, and all other terms, conditions, and privileges of employment.

The School will conduct a prompt and thorough investigation of all allegations of discrimination, harassment, or retaliation, or any violation of the Equal Employment Opportunity Policy in a confidential manner. The School will take appropriate corrective action, if and where warranted. The School prohibits retaliation against employees who provide information about, complain about, or assist in the investigation of any complaint of discrimination or violation of the Equal Employment Opportunity Policy.

We are all responsible for upholding this policy. You may discuss questions regarding equal employment opportunity with your Supervisor or any other designated member of management.

Policy Against Workplace Harassment

Martial Arts of West End Inc has a strict policy against all types of workplace harassment, including sexual harassment and other forms of workplace harassment based upon an individual's age (40 and older), race (including traits historically associated with race, which includes hair texture, hair type, and protective hairstyles such as braids, locks, and twists), color, national origin, ancestry, religion, sex, sexual orientation, gender identity, pregnancy (including childbirth, lactation, and related medical conditions), physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed service-member status, or any other status protected by federal, state, or local laws. All forms of harassment of, or by, employees, vendors, visitors, customers, and clients are strictly prohibited and will not be tolerated.

Sexual Harassment

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when (1) submission to such conduct is made either explicitly or implicitly as a term or condition of an individual's employment; (2) submission to, or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (3) 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.

While it is not possible to identify every act that constitutes or may constitute sexual harassment, the following are some examples of sexual harassment:

- Unwelcome requests for sexual favors;
- Lewd or derogatory comments or jokes;
- Comments regarding sexual behavior or the body of another;
- Sexual innuendo and other vocal activity such as catcalls or whistles;
- Obscene letters, notes, emails, invitations, photographs, cartoons, articles, or other written or pictorial materials of a sexual nature;
- Repeated requests for dates after being informed that interest is unwelcome;
- Retaliating against another for refusing a sexual advance or reporting an incident of possible sexual harassment to the School or any government agency;
- Offering or providing favors or employment benefits such as promotions, favorable evaluations, favorable assigned duties or shifts, etc., in exchange for sexual favors;
- Any unwanted physical touching or assaults or blocking or impeding movements; and
- The spreading or participation in dissemination of gossip or rumors of a sexual nature related to co-workers.

Other Harassment

Other workplace harassment is verbal or physical conduct that insults or shows hostility or aversion toward an individual because of the individual's age (40 and older), race (including traits historically associated with race, which includes hair texture, hair type, and protective hairstyles such as braids, locks, and twists), color, national origin, ancestry, religion, sex, sexual orientation, gender identity, pregnancy (including childbirth, lactation, and related medical conditions), physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed service-member status, or any other status protected by federal, state, or local laws.

Again, while it is not possible to list all the circumstances that may constitute other forms of workplace harassment, the following are some examples of conduct that may constitute workplace harassment:

- The use of disparaging or abusive words or phrases, slurs, negative stereotyping, or threatening, intimidating, or hostile acts that relate to the above protected categories;
- Written or graphic material that insults, stereotypes, or shows aversion or hostility toward an individual or group because of one of the above protected categories and that is placed on walls, bulletin boards, email, voicemail, or elsewhere on our premises, or circulated in the workplace; and
- A display of symbols, slogans, or items that are associated with hate or intolerance toward any select group.

Reporting Discrimination and Harassment

If you feel that you have witnessed or have been subjected to any form of discrimination or harassment, immediately notify the CEO or any member of management.

The School prohibits retaliation against employees who, based on a reasonable belief, provide information about, complain, or assist in the investigation of any complaint of harassment or discrimination.

We will promptly and thoroughly investigate any claim and take appropriate action where we find a claim has merit. To the extent possible, we will retain the confidentiality of those who report suspected or alleged violations of the harassment policy.

Discipline for violation of this policy may include, but is not limited to, reprimand, suspension, demotion, transfer, and discharge. If the School determines that harassment or discrimination occurred, corrective action will be taken to effectively end the harassment. As necessary, the School may monitor any incident of harassment or discrimination to assure the inappropriate behavior has stopped. In all cases, the School will follow up as necessary to ensure that no individual is retaliated against for making a complaint or cooperating with an investigation.

Religious Accommodation

Martial Arts of West End Inc is dedicated to treating its employees equally and with respect and recognizes the diversity of their religious beliefs. All employees may request an accommodation when their religious beliefs cause a deviation from the School dress code or the individual's schedule, basic job duties, or other aspects of employment. The School will consider the request, but reserves the right to offer its own accommodation to the extent permitted by law. Some, but not all, of the factors that will be considered are cost, the effect that an accommodation will have on current established policies, and the burden on operations — including other employees — when determining a reasonable accommodation. At no time will the School question the validity of a person's belief.

If you require a religious accommodation, speak with your Supervisor or appropriate department.

Wage and Hour Policies

Accommodations for Nursing Mothers

Martial Arts of West End Inc will provide nursing mothers reasonable unpaid break time to express milk for their infant child(ren) for up to one year following the child's birth.

If you are nursing, you will be provided with a space, other than a restroom, that is shielded from view and free from intrusion from co-workers and the public.

Expressed milk can be stored in company refrigerators or in a personal cooler. Sufficiently mark or label your milk to avoid confusion for other employees who may share the refrigerator.

Break time should, if possible, be taken concurrently with any other break time already provided. If you are nonexempt, clock out for any time taken that does not run concurrently with normally scheduled rest periods.

You must make reasonable efforts to not disrupt School operations.

You are encouraged to discuss the length and frequency of these breaks with your Supervisor.

Meal and Rest Periods

Martial Arts of West End Inc strives to provide a safe and healthy work environment and complies with all federal and state regulations regarding meal and rest periods. Check with your Supervisor regarding procedures and schedules for rest and meal breaks. The School requests that employees accurately observe and record meal and rest periods. If you know in advance that you may not be able to take your

scheduled break or meal period, let your Supervisor know; in addition, notify your Supervisor as soon as possible if you were unable to or prohibited from taking a meal or rest period.

Overtime

If you are nonexempt, you may qualify for overtime pay. All overtime must be approved in advance, in writing, by your Supervisor.

At certain times Martial Arts of West End Inc may require you to work overtime. We will attempt to give as much notice as possible in this instance. However, advance notice may not always be possible. Failure to work overtime when requested or working unauthorized overtime may result in discipline, up to and including discharge.

Unless otherwise required or exempted by law, overtime pay of one and one-half times your regular rate of pay is paid for any hours worked in excess of 40 hours in a workweek. Holidays, vacation days, and sick leave days do not count as time worked for computing overtime.

Pay Period

At Martial Arts of West End Inc, the standard pay period is biweekly on Friday for the period that ends the prior Sunday. If a pay day falls on a holiday, you will be paid on the preceding workday. Check with your Supervisor if this type of date arises.

If you are paid by commission, refer to your commission agreement.

Review your paycheck for accuracy. If you find an issue, report it to your Supervisor immediately.

Travel Time Pay

Some nonexempt positions within Martial Arts of West End Inc require travel. The School pays nonexempt employees for travel time in accordance with federal and state law. For purposes of this policy, the regular work hours are Monday through Friday: 9:00 a.m. to 8:00 p.m. and Saturday: 10:00 a.m. to 12:00 p.m.

Home to Work Travel

If you travel from home before the regular workday and return to your home at the end of the workday, you are engaged in ordinary home to work travel, which is not work time.

Home to Work on a Special One Day Assignment in Another City

If you regularly work at a fixed location in one city and you are given a special one day assignment in another city, but return home the same day, the time spent in traveling to and returning from the other city is work time, except that the School may deduct/not count that time you would normally spend commuting to the regular work site.

Travel That Is All in a Day's Work

Your time spent in travel as part of your principal activity, such as travel from job site to job site during the workday, is work time and must be counted as hours worked.

Travel Away from Home Community

Travel that keeps you away from home overnight is travel away from home. Travel away from home is clearly work time when it cuts across your workday. The time is not only hours worked on regular working days during normal working hours but also during corresponding hours on nonworking days. The School will not consider as work time that time spent in travel away from home outside of your regular working hours as a passenger on an airplane, train, boat, bus, or automobile.

Work Performed While Traveling

Any work you perform while traveling must be counted as hours worked.

Calculating and Reporting Travel Time

You are responsible for accurately tracking, calculating, and reporting your travel time. Travel time should be calculated by rounding up to the nearest quarter hour.

Wage Disclosure Protection

Martial Arts of West End Inc will not discriminate or retaliate against you for inquiring about, discussing, or disclosing information regarding employee wages, benefits, or other compensation.

This policy does not require you to disclose such information about yourself to any other employee or former employee.

However, if you have access to or knowledge of the compensation information of other employees as a part of your essential job functions, you may not disclose that information to individuals who do not otherwise have authorized access to it, unless the disclosure is:

- In response to a formal charge or complaint;
- In furtherance of an investigation, proceeding, hearing, or other action (including an investigation conducted by the School); or
- Consistent with the legal duty of the School to furnish information.

If you believe that you have been discriminated or retaliated against in violation of this policy, immediately report your concerns to the CFO.

Nothing in this policy will be enforced to interfere with, restrain or coerce, or retaliate against employees regarding their rights under the National Labor Relations Act.

Performance, Discipline, Layoff, and Termination

Disciplinary Process

Violation of Martial Arts of West End Inc policies or procedures may result in disciplinary action including demotion, transfer, leave without pay, or termination of employment. The School encourages a system of progressive discipline depending on the type of prohibited conduct. However, the School is not required to engage in progressive discipline and may discipline or terminate employees who violate the rules of conduct, or where the quality or value of their work fails to meet expectations at any time. Again, any attempt at progressive discipline does not imply that your employment is anything other than on an "at-will" basis.

In appropriate circumstances, management will first provide you with a verbal warning, then with one or more written warnings, and if the conduct is not sufficiently altered, eventual demotion, transfer, forced leave, or termination of employment. Your Supervisor will make every effort possible to allow you to respond to any disciplinary action taken. Understand that while the School is concerned with consistent enforcement of our policies, we are not obligated to follow any disciplinary or grievance procedure and that depending on the circumstances, you may be disciplined or terminated without any prior warning or procedure.

General Policies

Access to Personnel and Medical Records Files

Martial Arts of West End Inc maintains separate medical records files and personnel files for all employees. Files containing medical records are stored separate and apart from any business-related records in a safe, locked, inaccessible location. The medical file is the repository for sensitive and confidential information related to an individual's health, health benefits, health-related leave and/or accommodations, and benefits selections and coverage. Medical records are kept confidential in compliance with applicable laws and access is on a "need-to-know" basis only.

Supervisors and others in management may have access to your personnel file for possible employment-related decisions. If you or your attorney wish to review or request a copy of records or papers reflecting your dates of employment, wages or salary during your employment, your job description and job title, and any injuries sustained by you during the course of your employment, you must submit a written request to the CEO for such.

Such requested records or papers will be provided within 30 days of receipt of your written request, unless a delay is necessary, in which case you will be notified in writing of the reason for the delay, and the records or papers will be provided to you within 30 days of such written notice. Any inspection of records or papers must occur in the presence of a School representative. You may be charged a reasonable fee per page for copying, and should the records or papers be kept in electronic format, you may be charged a reasonable fee for the electronic records.

All requests by an outside party for information contained in your personnel file will be directed to the CEO, which is the only person authorized to give out such information.

Benefits

Court Attendance and Witness Leave

Martial Arts of West End Inc realizes that, on occasion, you may be summoned or subpoenaed to appear as a witness in a civil or criminal proceeding. In such cases, you will be provided unpaid leave to attend. Notify your Supervisor as soon as possible to make scheduling arrangements. You may opt to use PTO in place of unpaid leave.

The School reserves the right to require you to provide proof of the need for leave to the extent authorized by law.

This policy does not apply to employees seeking leave because they are a defendant in a criminal case.

The School will not retaliate against employees who request or take leave in accordance with this policy.

Crime Victim Leave Policy

Martial Arts of West End Inc will provide employees who are victims of a crime leave from work to attend any criminal proceedings. Criminal proceedings are proceedings at which the victim has the right or opportunity to appear involving a crime against the victim, including all of the following:

- The initial appearance of the person suspected of committing the criminal offense against the victim.
- Any proceeding in which the court considers the post-arrest release of the person accused of committing a criminal offense against the victim or the conditions of that release.
- Any proceeding in which a negotiated plea for the person accused of committing the criminal offense against the victim will be presented to the court.
- Any sentencing proceeding.
- Any proceeding in which post-conviction release from confinement is considered.
- Any probation revocation disposition proceeding or any proceeding in which the court is requested to terminate the probation of a person who is convicted of committing a criminal offense against the victim.
- Any proceeding in which the court is requested to modify the terms of probation or intensive probation of a person if the modification will substantially affect the person's contact with or safety of the victim or if the modification involves restitution or incarceration status.

You are eligible for leave under this policy if:

- You have suffered physical, psychological, or economic harm as a direct result of the commission of a felony or of assault and battery, stalking, sexual battery, attempted sexual battery, maiming or driving while intoxicated;
- You are a spouse or child of the victim;
- The victim is a minor and you are the victim's parent or legal guardian; or
- The victim is physically or mentally incapacitated or was a homicide victim and you are the victim's spouse, parent, sibling, or legal guardian.

You are not eligible for leave if you are the person who committed the crime or the relative or guardian of an individual who committed the crime.

Prior to taking leave, provide your Supervisor with a copy of the form provided to you by the applicable law enforcement agency and, if applicable, provide a copy of the notice of each scheduled criminal proceeding that is provided to you as victim.

The School may limit the leave provided under this policy if the leave creates an undue hardship.

Leave under this policy is without pay; however, the wages of exempt employees will not be reduced for a partial week's absence. You may elect to use accrued paid vacation, personal leave, or sick leave.

The School will not retaliate against employees who request or take leave in accordance with this policy.

Jury Duty Leave

Martial Arts of West End Inc encourages employees to fulfill their civic duties related to jury duty. If you are summoned for jury duty, notify your Supervisor as soon as possible to make scheduling arrangements.

If you are classified as exempt, you will not incur any deduction in pay for a partial week's absence due to jury duty. If you are classified as nonexempt, you will not be compensated for time spent on jury duty.

The School reserves the right to require employees to provide proof of jury duty service to the extent authorized by law.

The School will not retaliate against employees who request or take leave in accordance with this policy.

Voting Leave

If your work schedule prevents you from voting on Election Day, Martial Arts of West End Inc will allow you a reasonable time off to vote. The time when you can go to vote will be at the discretion of your Supervisor, consistent with applicable legal requirements.

Safety and Loss Prevention

Nonsmoking Policy

Martial Arts of West End Inc is concerned about the effect that smoking and secondhand smoke inhalation can have on its employees and clients. Smoking in the office, client areas, and restrooms is prohibited.

Closing Statement

Thank you for reading our handbook. We hope it has provided you with an understanding of our mission, history, and structure as well as our current policies and guidelines. We look forward to working with you to create a successful School and a safe, productive, and pleasant workplace.

Master Hubley, CEO

Martial Arts of West End Inc

Acknowledgment of Receipt and Review

By signing below, I acknowledge that I have received a copy of the Martial Arts of West End Inc Employee Handbook (handbook) and that I have read it, understand it, and agree to comply with it. I understand that the School has the maximum discretion permitted by law to interpret, administer, change, modify, or delete the rules, regulations, procedures, and benefits contained in the handbook at any time with or without notice. No statement or representation by a supervisor, manager, or any other employee, whether oral or written, can supplement or modify this handbook. Changes can only be made if approved in writing by the President of the School. I also understand that any delay or failure by the School to enforce any rule, regulation, or procedure contained in the handbook does not constitute a waiver on behalf of the School or affect the right of the School to enforce such rule, regulation, or procedure in the future.

I understand that neither this handbook nor any other communication by a management representative or other, whether oral or written, is intended in any way to create a contract of employment. I further understand that, unless I have a written employment agreement signed by an authorized School representative, I am employed "at-will" (to the extent permitted by law) and this handbook does not modify my "at-will" employment status.

If I am covered by a written employment agreement (signed by an authorized School representative) or a collective-bargaining agreement that conflicts with the terms of this handbook, I understand that the terms of the employment agreement or collective-bargaining agreement will control.

This handbook is not intended to preclude or dissuade employees from engaging in legally protected activities under the National Labor Relations Act (NLRA).

This handbook supersedes any previous handbook or policy statements, whether written or oral, issued by Martial Arts of West End Inc.

If I have any questions about the content or interpretation of this handbook, I will contact CEO.

Signature

Date

Print Name