

**RIT GLOBAL DELIVERY
CORPORATION**

EMPLOYEE HANDBOOK

Welcome to RIT Global Delivery Corporation!

Starting a new job is exciting, but at times can be overwhelming. This Employee Handbook has been developed to help you become acquainted with our organization and answer many of your initial questions.

As an employee of RIT Global Delivery Corporation (GDC), you are very important. Your contribution cannot be overstated.

GDC's mission is to provide oversight and support to RIT's broad range of career-oriented educational programs offered at our partner universities around the world. GDC plays an integral role in producing innovative, creative graduates who are well-prepared for their chosen careers in a global society.

You are an important part of this process because your work directly influences our organization's reputation.

We are glad you have joined us, and we hope you will find your work to be both interesting and rewarding.

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The Way We Work

A Word About This Handbook

This Employee Handbook contains information about the employment policies and practices of the organization. We expect each employee to read this Employee Handbook carefully, as it is a valuable reference for understanding your job and the organization. The policies outlined in this Employee Handbook should be regarded as management guidelines only, which in a developing business will require changes from time to time. The organization retains the right to make decisions involving employment as needed in order to conduct its work in a manner that is beneficial to the employees and the organization. This Employee Handbook supersedes and replaces any and all prior Employee Handbooks and any inconsistent verbal or written policy statements.

Except for the policy of at-will employment, which can only be changed by the directors of the organization in a signed written contract, the organization reserves the right to revise, delete and add to the provisions of this Employee Handbook at any time without further notice. All such revisions, deletions or additions to the Employee Handbook must be in writing and must be signed by the management of the organization. No oral statements or representations can change the provisions of this Employee Handbook.

The provisions of this Employee Handbook are not intended to create contractual obligations with respect to any matters it covers. Nor is this Employee Handbook intended to create a contract guaranteeing that you will be employed for any specific time period.

Nothing in this Employee Handbook is intended to unlawfully restrict an employee's right to engage in any of the rights guaranteed them by Section 7 of the

National Labor Relations Act, including but not limited to, the right to engage in concerted protected activity for the purposes of their mutual aid and/or protection. Nothing in this Employee Handbook will be interpreted, applied or enforced to interfere with, restrain or coerce employees in the exercise of Section 7 rights.

RIT Global Delivery Corporation (GDC) IS AN AT-WILL EMPLOYER. THIS MEANS THAT REGARDLESS OF ANY PROVISION IN THIS EMPLOYEE HANDBOOK, EITHER YOU OR THE ORGANIZATION MAY TERMINATE THE EMPLOYMENT RELATIONSHIP AT ANY TIME, FOR ANY REASON, WITH OR WITHOUT CAUSE OR NOTICE. NOTHING IN THIS EMPLOYEE HANDBOOK OR IN ANY DOCUMENT OR STATEMENT, WRITTEN OR ORAL, SHALL LIMIT THE RIGHT TO TERMINATE EMPLOYMENT AT-WILL. NO OFFICER, EMPLOYEE OR REPRESENTATIVE OF THE ORGANIZATION IS AUTHORIZED TO ENTER INTO AN AGREEMENT—EXPRESS OR IMPLIED—WITH ANY EMPLOYEE FOR EMPLOYMENT FOR A SPECIFIED PERIOD OF TIME UNLESS SUCH AN AGREEMENT IS IN A WRITTEN CONTRACT SIGNED BY THE DIRECTORS OF THE ORGANIZATION.

This Employee Handbook refers to current benefit plans maintained by the organization. Refer to the actual plan documents and summary plan descriptions if you have specific questions regarding the benefit plan. Those documents are controlling.

Likewise, if a written contract is inconsistent with the Employee Handbook, the written contract is controlling.

Equal Employment Opportunity

Our organization is committed to equal employment opportunity. We will not discriminate against employees or applicants for employment on any legally-recognized basis [“protected class”] including, but not limited to: race; color; religion; genetic information; national origin; sex; pregnancy, childbirth, or related medical conditions; age; disability; citizenship status; uniform servicemember status; or any other protected class under federal, state, or local law.

In New York, the following also are a protected class: age [18 and over]; race; creed; color; national origin; sexual orientation; sex (including gender identity and transgendered status); disability (including gender dysphoria or use of a guide dog, hearing dog, or service dog); predisposing genetic characteristics; military status; familial status; marital status; victims of domestic violence or stalking; for displaying the American flag on the employee's person or work station, as long as the display does not substantially and materially interfere with the employee's job duties; legal use of consumable products or legal recreational activities off organization premises during nonworking hours; previous conviction of criminal offenses, unless directly related to employment or would involve an unreasonable risk to property, or to the safety or welfare of specific individuals, or the general public; or based on an individual's status as having a known relationship or association with a member or members of a protected category under New York Human Rights Law.

You may discuss equal employment opportunity related questions with the HR, Payroll and Marketing Specialist or any other designated member of management.

Diversity Statement

RIT Global Delivery Corporation (GDC) through its policies and practices is responsible for building an inclusive environment where membership in the community allows for faculty, staff and students to reach their fullest potential, both professionally and personally. GDC is committed to the development, administration and interpretation of policies and procedures in a way that is consistent with our commitment to diversity and is in compliance with federal, state and local laws. GDC's policies and procedures are administered in a way that supports fair treatment for all faculty, staff, students, and the GDC's community at large.

A Word About our Employee Relations Philosophy

We are committed to providing the best possible climate for maximum development and goal achievement for all employees. Our practice is to treat each employee 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 employee.

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

No Harassment

We prohibit harassment of one employee by another employee, supervisor or third party for any reason based upon an individual's race; color; religion; genetic information; national origin; sex (including same sex); pregnancy, childbirth, or related medical conditions; age; disability; or any other category protected under federal, state, or local law ("protected class").

In New York, the following also are a protected class: age [18 and over]; race; creed; color; national origin; sexual orientation; sex (including gender identity and transgendered status); disability (including gender dysphoria or use of a guide dog, hearing dog, or service dog); predisposing genetic characteristics; military status; familial status; marital status; victims of domestic violence or stalking; for displaying the American flag on the employee's person or work station, as long as the display does not substantially and materially interfere with the employee's job duties; legal use of consumable products or legal recreational activities off organization premises during nonworking hours; previous conviction of criminal offenses, unless directly related to employment or would involve an unreasonable risk to property, or to the safety or welfare of specific individuals, or the general public; or based on an individual's status as having a known relationship or association with a member or members of a protected category under New York Human Rights Law.

Violation of this policy will result in disciplinary action, up to and including immediate discharge.

If you have any questions about what constitutes harassing behavior or what conduct is prohibited by this policy, please discuss the questions with a member of management or one of the contacts listed in this policy.

At a minimum, the term “harassment” as used in this policy includes any of the following activities pertaining to an individual’s protected class:

- Offensive remarks, comments, jokes, slurs, threats, or verbal conduct.
- Offensive pictures, drawings, photographs, figurines, writings, or other graphic images, conduct, or communications, including text messages, instant messages, websites, voicemails, social media postings, e-mails, faxes, and copies.
- Offensive sexual remarks, sexual advances, or requests for sexual favors regardless of the gender of the individuals involved; and
- Offensive physical conduct, including touching and gestures, regardless of the gender of the individuals involved.

We also absolutely prohibit retaliation, which includes: threatening an individual or taking any adverse action against an individual for (1) reporting a possible violation of this policy, or (2) participating in an investigation conducted under this policy.

All members of management are covered by this policy and are prohibited from engaging in any form of harassing, discriminatory, or retaliatory conduct. No member of management has the authority to suggest to any applicant or employee that employment or advancement will be affected by the individual entering into (or refusing to enter into) a personal relationship with any member of management, or for tolerating (or refusing to tolerate) conduct or communication that might violate this policy. Such conduct is a direct violation of this policy.

Even non-employees are covered by this policy. We prohibit harassment, discrimination, or retaliation of our employees in connection with their work by non-employees. Immediately report any harassing or discriminating behavior by non-employees, including vendors, students, and employees of contractors or subcontractors. Any employee who experiences or observes harassment, discrimination, or retaliation should report it using the steps listed below.

If you have any concern that our No Harassment policy may have been violated by anyone, you must immediately report the matter. Due to the very serious nature of harassment, discrimination and retaliation, you must report your concerns to (one of) the individual(s) listed below:

1. Anna Lombard, HR, Payroll and Marketing Specialist at (585) 475-4285 or George Eastman Building, 5 Lomb Memorial Drive, Rochester, NY 14623.

You should report any actions that you believe may violate our policy no matter how slight the actions may seem.

We will investigate the report and then take prompt, appropriate remedial action. The organization will protect the confidentiality of employees reporting suspected violations to the extent possible consistent with our investigation.

You will not be penalized or retaliated against for reporting improper conduct, harassment, discrimination, retaliation, or other actions that you believe may violate this policy.

We are serious about enforcing our policy against harassment. Persons who violate this or any other

organization policy are subject to discipline, up to and including discharge. We cannot resolve a potential policy violation unless we know about it. You are responsible for reporting possible policy violations to us so that we can take appropriate actions to address your concerns.

Employee Classification and Status

I. CLASSIFICATION:

Presidents/Deans: Persons whose responsibility is to attain any goals established by the GDC Board of Directors. These goals may include, but are not limited to administration, budget management, research/scholarship, student and faculty satisfaction, fund-raising, and innovation goals.

Associate Deans: Persons whose responsibilities include support of strategic priorities and initiatives of partner universities and may or may not be expected to teach as a part of his/her duties.

Faculty: Persons whose primary GDC responsibility is teaching credit and non-credit courses which may be applied to an RIT credential, or certain special courses under the auspices of one of the RIT colleges, as well as those who hold one of the faculty ranks but are not currently teaching.

Professional/Administrative Staff: Non-faculty employees exempt from the provisions of the Fair Labor Standards Act (FLSA) because they are employed in a bona fide executive, administrative, or professional capacity. Work performed is predominantly intellectual and varied in character, requiring the consistent exercise of discretion

and judgment, with no more than 20% of time spent on work which is routine and/or clerical.

Non-Exempt Staff: Non-faculty employees who are not exempt from FLSA and therefore are eligible for overtime payments.

General Staff: Office, clerical and technical non-exempt employees.

Hourly Staff: Service and maintenance non-exempt employees.

II. STATUS:

A. Faculty, as defined above, includes the following classifications for full-time and part-time status:

1. **Full-Time Instructional Faculty:** persons who have received and accepted a contract for 100% of a full-time load, as defined by the GDC management and the president/dean or associate dean of the international partner university and whose primary GDC responsibility is teaching.
2. **Full-Time Administrative Faculty:** persons who have received and accepted a contract for 100% of a full-time load, as defined by the GDC management and the president/dean or associate dean of the international partner university and whose GDC responsibilities include both administrative duties and teaching.
3. **Adjunct Faculty:** persons employed on a quarterly basis on the condition of sufficient enrollment in a particular course or courses. The annualized load may not exceed 50% of the full-time load as defined by the GDC

management and the president/dean or associate dean of the international partner university. (Monitoring the 50% of full-time constraint is the responsibility of the employing department.)

B. Regular Employees are staff of the organization who are employed for a term greater than six months.

1. Full-Time Staff: persons who are regularly scheduled to work 1500 hours or more per year.
2. Extended Part-Time Staff: persons who are regularly scheduled to work at least 750 but less than 1500 hours per year.
3. **Part-Time Staff: persons who are regularly scheduled to work less than 750 hours per year.

C. Temporary Employees are staff members employed on an "as needed" basis for whom future employment is not intended.

1. **Temporary Staff: persons who are employed for a term of less than six months and who are scheduled to work less than 1,000 hours within the six month period. (Monitoring the 1,000 hour time limit is the responsibility of the employing department.)
2. **Casual Temporary: persons who are employed to work one or a few days at a time (typically for short term special projects or seasonal work), who do not work more than 1,000 hours per calendar year. Casual temporaries must be paid on a weekly time card basis.

**Federal legislation requires the provision of certain benefits to persons employed over 1,000 hours annually.

Consequently, care must be taken to ensure that regular part-time and temporary employees do not exceed the 1,000 hour annual limit.

Anniversary Date

The first day you report to work will be recorded in organization records as your anniversary date. This date may be used to calculate many different organization benefits. If you have any questions regarding your anniversary date, please see the HR, Payroll and Marketing Specialist.

Immigration Reform and Control Act

In compliance with the federal Immigration Reform and Control Act of 1986 (IRCA), as amended, and any state law requirements, if applicable, our organization is committed to employing only individuals who are authorized to work in the United States.

Each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility.

If an employee is authorized to work in this country for a limited time period, the individual will be required to submit proof of renewed employment eligibility prior to expiration of that period to remain employed by the organization.

New Employee Orientation

Upon joining our organization, you were given this copy of our Employee Handbook. After reading this Employee Handbook please sign the receipt page and return it to the HR, Payroll and Marketing Specialist. You will be asked to complete personnel, payroll and if applicable, benefit forms.

If you lose your copy of the Employee Handbook, or if it becomes damaged in any way, please notify the HR, Payroll and Marketing Specialist as soon as possible to obtain a replacement copy.

The operations of your department are the responsibility of the HR, Payroll and Marketing Specialist. (S)he is a good source of information about the organization and your job.

Whistleblower Code of Conduct

The organization is committed to governing our community in a way that is both ethical and honest, and serves as a role model to all constituents and stakeholders by demonstrating honest stewardship of the organization's assets and resources. Every member of the organization has a responsible voice in the governance of this organization and therefore has a personal and professional obligation to behave in a way that is consistent with our commitment to fair and equitable treatment of others and to make good faith efforts in the protection of the organization's assets and resources.

The organization recognizes that our community is governed by a natural disposition to good conduct and fair treatment. We do not take lightly our stewardship responsibilities. With that as our framework, every member has open access to the administration to address all issues relative to business practices, compliance with the law, ethical behavior, and proper accounting of the organization's funds and resources. Membership in this community includes the responsibility to raise legal and ethical concerns without fear of retribution. Inquiries may be directed to your direct supervisor, Human Resources, senior administration, and other senior members of the organization.

Talk to Us

We encourage you to bring your questions, suggestions and complaints to our attention. We will carefully consider each of these in our continuing effort to improve operations.

If you feel you have a problem, present the situation to your manager so that the problem can be settled by examination and discussion of the facts. We hope that your manager will be able to satisfactorily resolve most matters.

If you still have questions after meeting with your manager or if you would like further clarification on the matter, request a meeting with the HR, Payroll and Marketing Specialist. She will review the issues and meet with you to discuss possible solutions.

Your suggestions and comments on any subject are important, and we encourage you to take every opportunity to discuss them with us. Your job will not be adversely affected in any way because you choose to use this procedure.

If at any time you do not feel comfortable speaking with your manager or the next level of management, discuss your concern with any other member of management with whom you feel comfortable.

Your Pay and Progress

Recording Your Time

Non-exempt employees must record their hours on time sheets. Give them to your supervisor by the period end day.

Accurately recording all of your time is required in order to be sure that you are paid for all hours worked. You are expected to follow the established procedures in keeping an accurate record of 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.

Exempt employees may be required to accurately record their time worked in accordance with federal and state wage and hour law.

All employees subject to this policy are required to accurately record all time worked.

The workweek starts on Monday and ends on Sunday.

Payday

You will be paid bi-weekly according to the bi-weekly pay schedule provided as an addendum to this handbook.

Please review your paycheck for errors. If you find a mistake, report it to the Global Programs HR, Payroll and Marketing Specialist. She will assist you in taking the steps necessary to correct the error.

Paycheck Deductions

The organization is required by law to make certain mandatory deductions from your paycheck each pay period. Mandatory deductions typically include federal and state taxes and Social Security (FICA) taxes. Depending on the state in which you are employed and the benefits you choose, there may be additional deductions. All deductions and the amount of the deductions are listed on your pay stub. These deductions are totaled each year for you on your Form W-2, Wage and Tax Statement.

The organization will not make deductions to an employee's pay which are prohibited by state or federal law or regulation, including those established by the United States Department of Labor.

If questions or concerns about any pay deductions arise, discuss and resolve them with the Human Resources Department.

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.

Garnishment/Child Support

When an employee's wages are garnished by a court order, our organization is legally bound to withhold the amount indicated in the garnishment order from the employee's paycheck. Our organization will, however, honor applicable federal and state guidelines that protect a certain amount of an employee's income from being subject to garnishment.

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Direct Deposit

You have the option of receiving your pay in a payroll check or having your pay deposited into your bank account through our direct deposit program.

Job Descriptions

The organization maintains a job description for each position in the organization. The job description outlines the essential duties and responsibilities of the position. When the duties and/or responsibilities of a position change, the job description is revised to reflect those changes. If you have any questions or wish to obtain a copy of your position's job description, please see your direct supervisor at International Partner University.

Overtime

There will be times when you may need to work overtime so that we may meet the needs of our customers. Although you will be given advance notice when feasible, this is not always possible. Non-exempt employees must have all overtime approved in advance by their supervisor.

Non-exempt employees will be paid at a rate of time and one-half their regular hourly rate for hours worked in excess of 40 hours in a workweek, unless state law provides a greater benefit in which case, we will comply with the state law.

Only actual hours worked count toward computing weekly overtime.

If you have any questions concerning overtime pay, check with your direct supervisor.

Time Away From Work and Other Benefits

Employee Benefits

Our organization has developed a comprehensive set of employee benefit programs to supplement our employees' regular wages. Our benefits represent a hidden value of additional income to our employees.

This Employee Handbook describes the current benefit plans maintained by the organization. Refer to the actual plan documents and summary plan descriptions if you have specific questions regarding the benefit plan. Those documents are controlling.

The organization reserves the right to modify and/or terminate its benefits at any time. We will keep you informed of any changes.

Holidays

Our organization normally observes the following holidays during the year:

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

If you are working abroad, your holiday schedule will be determined by the host university. These holidays will be issued on an annual basis.

If one of the above holidays falls on Saturday, it normally is observed on the preceding Friday. If a holiday falls on

Sunday, it normally is observed on the following Monday.

Full-time employees are eligible for paid holidays immediately upon hire.

Non-exempt employees must work their scheduled workday before and after the holiday in order to be paid for the holiday, unless they are absent with prior permission from their direct supervisor.

Vacation

Non-exempt, exempt, administrative staff and 12-month faculty employees are eligible for paid vacation time.

Vacation is calculated according to the fiscal year as follows:

Non-exempt and administrative staff

Immediately upon hire, you shall be entitled to two weeks of paid vacation annually.

After five full fiscal years, you shall be entitled to three weeks of paid vacation annually.

After ten fiscal years, you shall be entitled to four weeks of paid vacation annually.

After twenty full fiscal years, and each year thereafter, you shall be entitled to five weeks of paid vacation annually.

Full-time faculty members

Faculty members on 10-month or 11-month contracts observe the quarter and/or semester break schedule established for the academic year.

Vacation cannot be carried over to the following year nor can vacation pay be paid in lieu of taking the actual time off.

Upon discharge, eligible employees will not be paid for accrued but unused vacation, unless state law dictates otherwise.

Adjunct faculty, whose teaching assignment is less than 9.5 months, are not entitled to any vacation time.

Sick Days

Non-exempt employees are eligible for paid sick days each year.

Sick days are calculated according to the fiscal year.

If hired on or before the 15th of the month, employees earn one sick day per month, up to a maximum of eight paid sick days.

After one full fiscal year, you shall be entitled to eight paid sick days annually.

Exempt employees will receive sick pay in compliance with state and federal wage and hour laws.

You may use accrued sick time to care for your sick child.

Sick days cannot be carried over to the following year. Employees are not paid in lieu of taking the actual time off.

Employees are not paid for earned but unused sick days upon discharge.

Jury Duty

Employees summoned for jury duty will receive unpaid leave, except that you shall receive the first \$40 of your daily wages during the first three days of jury service in a state or local court.

Exempt employees may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

We reserve the right to request proof of jury service issued by the Court upon return.

Make arrangements with the direct supervisor at the host university and the HR, Payroll and Marketing Specialist as soon as you receive your summons.

We expect you to return to your job if you are excused from jury duty during your regular working hours.

Voting Leave

Our organization believes that every employee should have the opportunity to vote in any state or federal election, general primary or special primary. Any employee whose work schedule does not provide him or her four consecutive hours to vote while polls are open will be granted up to two paid hours off in order to vote. Any additional time off will be without pay. We reserve the right to select the hours you are excused to vote.

Exempt employees may be provided additional time off with pay when necessary to comply with state and federal wage and hour laws.

GDC encourages you to vote by an absentee ballot, for which you may apply before your international assignment. Please read on how to apply for an Absentee Ballot at: <http://www.sec.state.ma.us/ele/eleifv/howabs.htm>

Notify your direct supervisor at the host university and the HR, Payroll and Marketing Specialist of the need for voting leave two to ten days before the election. When you return from voting leave, you must present a voter's receipt to the HR, Payroll and Marketing Specialist as soon as possible.

Military Leave

Employees who are required to fulfill military obligations in any branch of the Armed Forces of the United States or in state military service will be given the necessary time off and reinstated in accordance with federal and state law.



The time off will be unpaid, except where state law dictates otherwise. Exempt employees may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

Accrued vacation may be used for this leave if the employee chooses. Military orders should be presented to the direct supervisor at the host university and the HR, Payroll and Marketing Specialist and arrangements for leave made as early as possible before departure. Employees are required to give advance notice of their service obligations to the organization unless military necessity makes this impossible. You must notify the direct supervisor at the host university and the HR, Payroll and Marketing Specialist of your intent to return to employment based on requirements of the law. Your benefits may continue to accrue during the period of leave in accordance with state and federal law.

Additional information regarding military leaves may be obtained from the HR, Payroll and Marketing Specialist.

Volunteer Emergency Responders Leave

During the time that an emergency exists following a declaration of emergency under the law, the organization will grant a "volunteer emergency responder" an unpaid leave of absence while engaged in the actual performance of his or her duties as a volunteer firefighter or an enrolled member of a volunteer ambulance service unless the organization determines that the employee's absence would impose an undue hardship on organization business.

The organization will only grant leave when it has previously received written documentation from the head of the fire department or volunteer ambulance service documenting the employee's status as a volunteer firefighter or member of a volunteer ambulance service.

Upon request, the employee must provide the organization with a notarized statement from the head of the volunteer fire department or volunteer ambulance service certifying the period of time that the employee responded to any emergency.

For more information regarding this leave, see the global programs coordinator.

Exempt employees may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

Witness Leave

Employees are given the necessary time off without pay to attend or participate in a court proceeding in accordance with state law.

We ask that you notify your direct supervisor at the host university and the HR, Payroll and Marketing Specialist of the need to take witness leave as far in advance as is possible.

Exempt employees may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

Victims of Crime Leave

The organization will grant reasonable and necessary leave from work, without pay, to employees who are victims of a crime to attend or participate in legal proceedings pertaining to the crime. Affected employees must give the organization reasonable notice that leave under this policy is required.

Exempt employees may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

Medical Insurance

Eligible Full-Time Faculty, Administrative Faculty, Full-Time Staff, and Extended Part-Time Staff may enroll in a single, a single plus one dependent or a family contract after completing their introductory period. Eligibility may be defined by state law and/or by the insurance contract.

Information and enrollment forms may be obtained from the HR, Payroll and Marketing Specialist.

To assist you with the cost of this insurance, our company pays a portion of a single, a single plus one dependent, or a family contract. You are responsible for paying the balance through payroll deduction.

Eligible Full-time and Adjunct Faculty, Administrative faculty, Full-Time staff, and Extended Part-time Staff may enroll in a single, a single plus dependents contract for medical emergencies, travel evacuation and repatriation services. Information and enrollment forms

may be obtained from the HR, Payroll and Marketing Specialist.

A booklet containing the details of the plan and eligibility requirements may be obtained from the Global Programs HR, Payroll and Marketing Specialist.

Refer to the actual plan document and summary plan description if you have specific questions regarding this benefit plan. Those documents are controlling.

Upon discharge you may be entitled to continuation or conversion of the group medical insurance plan in accordance with the terms of the policy and/or applicable state and federal law. For more information, contact the Global Programs HR, Payroll and Marketing Specialist.

Tuition Break

GDC employees (and only the employees) are eligible to receive a 30% discount off of RIT's published tuition rates. This benefit is only applicable to RIT credit and non-credit bearing courses as well as RIT online courses. This benefit does not apply to courses delivered at any of the RIT international partner universities and is only offered by main RIT campus in Rochester, NY. Certain degree programs are NOT eligible for this benefit (for example, the online Executive MBA program). For more information regarding eligibility please speak to the Global Programs HR, Payroll, and Marketing Specialist.

Federal Family and Medical Leave Act

The Family and Medical Leave Act (“FMLA”) provides eligible employees the opportunity to take unpaid, job protected leave for certain specified reasons. The maximum amount of leave an employee may use is either 12 or 26 weeks within a 12-month period depending on the reasons for the leave.

Employee Eligibility

To be eligible for FMLA leave, you must:

1. have worked at least 12 months for the company in the preceding seven years (limited exceptions apply to the seven-year requirement);
2. have worked at least 1,250 hours for the company over the preceding 12 months;
- and
3. currently work at a location where there are at least 50 employees within 75 miles.

Conditions Triggering Leave

FMLA leave may be taken for the following reasons:

1. birth of a child, or to care for a newly-born child (up to 12 weeks);
2. placement of a child with the employee for adoption or foster care (up to 12 weeks);
3. to care for an immediate family member (employee’s spouse, child, or parent) with a serious health condition (up to 12 weeks);
4. because of the employee’s serious health condition that makes the employee unable to perform the employee’s job (up to 12 weeks);
5. to care for a covered servicemember with a serious injury or illness related to certain types

- of military service (up to 26 weeks) (see Military-Related FMLA Leave for more details); or
6. to handle certain qualifying exigencies arising out of the fact that the employee's spouse, son, daughter, or parent is on duty under a call or order to active duty in the Uniformed Services (up to 12 weeks) (see Military-Related FMLA Leave for more details).

The maximum amount of leave that may be taken in a 12- month period for all reasons combined is 12 weeks, with one exception. For leave to care for a covered servicemember, the maximum combined leave entitlement is 26 weeks, with leaves for all other reasons constituting no more than 12 of those 26 weeks.

Definitions

A "serious health condition" is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement includes an incapacity of more than three full calendar days and two visits to a health care provider or one visit to a health care provider and a continuing regimen of care; an incapacity caused by pregnancy or prenatal visits, a chronic condition, or permanent or long-term conditions; or absences due to multiple treatments. Other situations may meet the definition of continuing treatment.

A "covered servicemember" is a member or veteran of the Armed Forces, including the National Guard or Reserves, who is undergoing medical treatment,

recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness.

The term “serious injury or illness” means an injury or illness incurred by the member in the line of duty while on active duty in the Armed Forces that may render the member medically unfit to perform the duties of the member’s office, grade, rank, or rating or one that existed before the beginning of active duty and was aggravated by service in the line of duty while on active duty. With regard to veterans, the injury or illness may manifest itself before or after the individual assumed veteran status.

“Qualifying exigencies” include activities such as short notice deployment, military events, arranging alternative childcare, making financial and legal arrangements related to the deployment, rest and recuperation, counseling, and post-deployment debriefings.

Identifying the 12-Month Period

The 12-month period in which 12 weeks of leave may be taken is the 12-month period measured forward from the date FMLA leave begins. For leave to care for a covered servicemember, the company calculates the 12-month period beginning on the first day the eligible employee takes FMLA leave to care for a covered servicemember and ends 12 months after that date. FMLA leave for the birth or placement of a child for adoption or foster care must be concluded within 12 months of the birth or placement.

Using Leave

Eligible employees may take FMLA leave in a single block of time, intermittently (in separate blocks of time), or by reducing the normal work schedule when medically necessary for the serious health condition of the employee or immediate family member, or in the case of

a covered servicemember, his or her injury or illness. Eligible employees may also take intermittent or reduced-scheduled leave for military qualifying exigencies. Intermittent leave is not permitted for the birth of a child, to care for a newly-born child, or for placement of a child for adoption or foster care. Employees who require intermittent or reduced-schedule leave must try to schedule their leave so that it will not unduly disrupt the company's operations.

Use of Accrued Paid Leave

Depending on the purpose of your leave request, you may choose (or the company may require you) to use accrued paid leave (such as sick leave, vacation, personal days, family leave, or PTO), concurrently with some or all of your FMLA leave. In order to substitute paid leave for FMLA leave, an eligible employee must comply with the company's normal procedures for the applicable paid-leave policy (e.g., call-in procedures, advance notice, etc.).

Maintenance of Health Benefits

If you and/or your family participate in our group health plan, the company will maintain coverage during your FMLA leave on the same terms as if you had continued to work. If applicable, you must make arrangements to pay your share of health plan premiums while on leave. In some instances, the company may recover premiums it paid to maintain health coverage or other benefits for you and your family. Use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of your leave.

Notice and Medical Certification

When seeking FMLA leave, you are required to provide:

1. sufficient information for us to determine if the requested leave may qualify for FMLA protection

and the anticipated timing and duration of the leave; sufficient information may include you are unable to perform job functions, a family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave; you must also inform the company if the requested leave is for a reason for which FMLA leave was previously taken or certified;

2. if the need for leave is foreseeable, this information must be provided 30 days in advance of the anticipated beginning date of the leave; if the need for leave is not foreseeable, this information must be provided as soon as is practicable and in compliance with the company's normal call-in procedures, absent unusual circumstances;
3. medical certification supporting the need for leave due to a serious health condition affecting you or an immediate family member within 15 calendar days of the company's request to provide the certification (additional time may be permitted in some circumstances). If you fail to do so, we may delay the commencement of your leave, withdraw any designation of FMLA leave or deny the leave, in which case your leave of absence would be treated in accordance with our standard leave of absence and attendance policies, subjecting you to discipline up to and including discharge. Second or third medical opinions and periodic re-certifications may also be required;
4. periodic reports as deemed appropriate during the leave regarding your status and intent to return to work; and
5. medical certification of fitness for duty before returning to work, if the leave was due to your serious health condition; the company will

require this certification to address whether you can perform the essential functions of your position.

Failure to comply with the foregoing requirements may result in delay or denial of leave, or disciplinary action, up to and including discharge.

Employer Responsibilities

To the extent required by law, the company will inform employees whether they are eligible under the FMLA.

Should an employee be eligible for FMLA leave, the company will provide them with a notice that specifies any additional information required, as well as the employee's rights and responsibilities. If employees are not eligible, the company will provide a reason for the ineligibility. The company will also inform employees if leave will be designated as FMLA-protected and, to the extent possible, note the amount of leave counted against the employee's leave entitlement. If the company determines that the leave is not FMLA-protected, the company will notify the employee.

Job Restoration

Upon returning from FMLA leave, eligible employees will typically be restored to their original job or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions.

Exemption For Key Employees

Certain key employees may not be returned to their former or equivalent position following a leave if doing so would cause substantial economic injury to the company. Key employees are salaried and among the highest paid 10 percent of all employees at a worksite or within 75 miles of that worksite. The company will notify you if you qualify as a key employee, and if the company

intends to deny reinstatement and your rights in such instances.

Failure to Return After FMLA Leave

Any employee who fails to return to work as scheduled after FMLA leave or exceeds the 12-week FMLA entitlement (or in the case of military caregiver leave, the 26-week FMLA entitlement), will be subject to the company's standard leave of absence and attendance policies. This may result in discharge if you have no other company-provided or legally mandated leave available to you that applies to your continued absence. Likewise, following the conclusion of your FMLA leave, the company's obligation to maintain your group health plan benefits ends (subject to any applicable COBRA rights).

Other Employment

The company generally prohibits employees from holding other employment. This policy remains in force during all leaves of absence including FMLA leave and may result in disciplinary action, up to and including discharge.

Fraud

Providing false or misleading information or omitting material information in connection with an FMLA leave will result in disciplinary action, up to and including discharge.

Employers' Compliance with FMLA and Employee's Enforcement Rights

The FMLA makes it unlawful for any employer to interfere with, restrain, or deny the exercise of any right provided under FMLA, or discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA. While the company encourages employees to bring any concerns or

complaints about compliance with FMLA to the attention of the Human Resources department, FMLA regulations require employers to advise employees that they may file a complaint with the U.S. Department of Labor or bring a private lawsuit against an employer. Further, FMLA does not affect any Federal or state law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

Limited Nature of This Policy

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

Military-Related Federal FMLA Leave

FMLA leave may also be available to eligible employees in connection with certain service-related medical and nonmedical needs of family members. There are two forms of such leave. The first is Military Caregiver Leave, and the second is Qualifying Exigency Leave. Each of these leaves is detailed below.

Military Caregiver Leave

Unpaid Military Caregiver Leave is designed to allow eligible employees to care for certain family members who have sustained serious injuries or illnesses in the line of duty while on active duty. The family member must be a “covered servicemember,” which means: (1) a current member or veteran of the Armed Forces, National Guard, or Reserves, (2) who is undergoing medical treatment, recuperation, or therapy; or, in the case of a veteran, who was a current member of the Armed Forces, National Guard or Reserves within five years prior to the treatment for which an eligible

employee requests leave; is otherwise in outpatient status; or is otherwise on the temporary disability retired list, (3) for a serious injury or illness that may render a current member medically unfit to perform the duties of the member's office, grade, rank, or rating. Military Caregiver Leave is not available to care for servicemembers on the permanent disability retired list. To be "eligible" for Military Caregiver Leave, the employee must be a spouse, son, daughter, parent, or next of kin of the covered servicemember. "Next of kin" means the nearest blood relative of the servicemember, other than the servicemember's spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the service member by court decree or statutory provisions; brothers and sisters; grandparents; aunts and uncles; and first cousins; unless the servicemember has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of Military Caregiver Leave. The employee must also meet all other eligibility standards as set forth within the FMLA Leave policy. An eligible employee may take up to 26 workweeks of Military Caregiver Leave to care for a covered servicemember in a "single 12-month period." The "single 12-month period" begins on the first day leave is taken to care for a covered servicemember and ends 12 months thereafter, regardless of the method used to determine leave availability for other FMLA-qualifying reasons. If an employee does not exhaust his or her 26 workweeks of Military Caregiver Leave during this "single 12-month period," the remainder is forfeited. Military Caregiver Leave applies on a per-injury basis for each servicemember. Consequently, an eligible employee may take separate periods of caregiver leave for each and every covered servicemember, and/or for each and every serious injury or illness of the same covered servicemember. A total of no more than 26 workweeks of Military Caregiver Leave, however, may be taken within any "single 12-month period."

Within the “single 12-month period” described above, an eligible employee may take a combined total of 26 weeks of FMLA leave including up to 12 weeks of leave for any other FMLA-qualifying reason (i.e., birth or adoption of a child, serious health condition of the employee or close family member, or a qualifying exigency). For example, during the “single 12-month period,” an eligible employee may take up to 16 weeks of FMLA leave to care for a covered servicemember when combined with up to 10 weeks of FMLA leave to care for a newborn child. An employee seeking Military Caregiver Leave may be required to provide appropriate certification from the employee and/or covered servicemember and completed by an authorized health care provider within 15 days. Military Caregiver Leave is subject to the other provisions in our FMLA Leave Policy (requirements regarding employee eligibility, appropriate notice of the need for leave, use of accrued paid leave, etc.). Military Caregiver Leave will be governed by, and handled in accordance with, the FMLA and applicable regulations, and nothing within this policy should be construed to be inconsistent with those regulations.

Qualifying Exigency Leave

Eligible employees may take unpaid “Qualifying Exigency Leave” to tend to certain “exigencies” arising out of the duty under a call or order to active duty of a “covered military member” (i.e., the employee’s spouse, son, daughter, or parent). Up to 12 weeks of Qualifying Exigency Leave is available in any 12-month period, as measured by the same method that governs measurement of other forms of FMLA leave within the FMLA policy (with the exception of Military Caregiver Leave, which is subject to a maximum of 26 weeks of leave in a “single 12-month period”). Although Qualifying Exigency Leave may be combined with leave for other FMLA-qualifying reasons, under no circumstances may the combined total exceed 12 weeks in any 12-month period (with the exception of Military Caregiver Leave as

set forth above). The employee must meet all other eligibility standards as set forth within the FMLA policy. Persons who can be ordered to active duty include active and retired members of the Regular Armed Forces, certain members of the retired Reserve, and various other Reserve members including the Ready Reserve, the Selected Reserve, the Individual Ready Reserve, the National Guard, state military, Army Reserve, Navy Reserve, Marine Corps Reserve, Air National Guard, Air Force Reserve, and Coast Guard Reserve. A call to active duty refers to a federal call to active duty, and state calls to active duty are not covered unless under order of the President of the United States pursuant to certain laws.

Qualifying Exigency Leave is available under the following circumstances:

1. Short-notice deployment. To address any issue that arises out of short notice (within seven days or less) of an impending call or order to active duty.
2. Military events and related activities. To attend any official military ceremony, program; or event related to active duty; or a call to active duty status; or to attend certain family support; or assistance programs and informational briefings.
3. Childcare and school activities. To arrange for alternative childcare; to provide childcare on an urgent, immediate need basis; to enroll in or transfer to a new school or daycare facility; or to attend meetings with staff at a school or daycare facility.
4. Financial and legal arrangements. To make or update various financial or legal arrangements; or to act as the covered military member's representative before a federal, state, or local agency in connection with service benefits.

5. Counseling. To attend counseling (by someone other than a health care provider) for the employee, the covered military member, or for a child or dependent when necessary as a result of duty under a call or order to active duty.
6. Temporary rest and recuperation. To spend time with a covered military member who is on short-term, temporary rest and recuperation leave during the period of deployment. Eligible employees may take up to five of days of leave for each instance of rest and recuperation.
7. Post-deployment activities. To attend arrival ceremonies, reintegration briefings and events, and any other official ceremony or program sponsored by the military for a period of up to 90 days following the termination of the covered military member's active duty status. This also encompasses leave to address issues that arise from the death of a covered military member while on active duty status.
8. Mutually agreed leave. Other events that arise from the close family member's duty under a call or order to active duty, provided that the company and the employee agree that such leave shall qualify as an exigency and agree to both the timing and duration of such leave.

An employee seeking Qualifying Exigency Leave may be required to submit appropriate supporting documentation in the form of a copy of the covered military member's active duty orders or other military documentation indicating the appropriate military status and the dates of active duty status, along with a statement setting forth the nature and details of the specific exigency, the amount of leave needed and the employee's relationship to the military member, within 15 days. Qualifying Exigency Leave will be governed by, and handled in accordance with, the FMLA and applicable regulations,

and nothing within this policy should be construed to be inconsistent with those regulations.

Short-Term Disability Insurance

Employees are eligible for short-term disability insurance after four consecutive weeks of full-time employment or 25 days of regular part-time employment in accordance with state law. Other employees may also be eligible for this insurance, depending on the employee's previous employer. This insurance is designed to provide income for you when you are absent from work for more than seven calendar days due to non-occupational illness, injury or pregnancy-related disability.

The benefits are calculated as a percentage of your salary up to a maximum each week, as specified by law, for up to 26 weeks.

The cost of this insurance is shared between the organization and the employee.

Provide written notice including a doctor's certificate stating the nature of the disability and your expected date of return to work. Disability insurance information may be obtained from the HR, Payroll and Marketing Specialist.

Pregnancy Accommodation

The organization, consistent with state law, will provide reasonable accommodations to female employees related to pregnancy, childbirth or related medical conditions, to the extent the accommodation can be made without imposing an undue hardship on the business.

When an employee requests a reasonable accommodation, the organization shall explore with the employee the possible means of providing the reasonable accommodation, which may include, but are not limited to:

- acquisition of equipment for sitting;
- more frequent or longer breaks;
- periodic rest;
- modifying work hours/schedules;
- job restructuring;
- break time and private non-bathroom space for expressing breast milk;
- modified work schedules; or
- time off to recover from childbirth.

The organization may require the employee to provide a certification in connection with a request for reasonable accommodation.

If leave is provided as a reasonable accommodation, such leave may run concurrently with any other leave where permitted by state and federal law.

For more information, or if you require an accommodation, please contact the global programs coordinator.

Social Security

During your employment, you and the organization both contribute funds to the federal government to support the Social Security program. This program is intended to provide you with retirement benefit payments and medical coverage once you reach retirement age.

Unemployment Insurance

Upon separation from employment, you may be entitled to state and federal unemployment insurance benefits. Information about unemployment insurance can be obtained from the HR, Payroll and Marketing Specialist.

Workers' Compensation

On the job injuries are covered by our Workers' Compensation insurance policy. Injuries that occur at an off-site location will be investigated and evaluated on a case-by-case basis to determine work-related compensability in accordance with the Worker's Compensation Law. This insurance is provided at no cost to you. If you are injured on the job, no matter how slightly, report the incident immediately to their immediate supervisor, the HR, Payroll and Marketing Specialist and Melinda Ward, Associate Risk & Compliance Officer, at (585) 475-6135. Consistent with applicable state law, failure to report an injury within a reasonable period of time could jeopardize your claim. We ask for your assistance in alerting management to any condition that could lead to or contribute to an employee accident.

On the Job

Wage Disclosure Protection

The organization, consistent with New York law, will not take an adverse employment action or retaliate against an employee for inquiring about, discussing or disclosing (i) the employee's wages or (ii) the wages of another employee where prior permission has been obtained.

Nothing in this policy shall require an employee to disclose his or her wages in response to any inquiry. Further, nothing in this policy shall be construed to permit an employee who has access to the wage information of other employees as part of such employee's essential job functions, to disclose the wages of such other employees to individuals who do not otherwise have access to such information, unless such disclosure is in response to a complaint or charge, or in furtherance of an investigation, proceeding, hearing or action under New York law, including an investigation conducted by the organization.

Attendance and Punctuality

Attendance and punctuality are important factors for your success within our organization. We work as a team and this requires that each person be in the right place at the right time.

If you are going to be late for work or absent, notify your direct supervisor at the host university as far in advance as is feasible under the circumstances, but before the start of your workday.

Personal issues requiring time away from your work, such as doctor's appointments or other matters, should be scheduled during your nonworking hours if possible.

If you are absent for three days without notifying our organization, it is assumed that you have voluntarily abandoned your position with the organization, and you will be removed from the payroll.

Meal Time

Employees working a shift of more than six hours will be provided at least 30 unpaid minutes for a meal between 11:00 a.m. and 2:00 p.m. Employees working a shift that starts before 11:00 a.m. and continues past 7:00 p.m. will be provided an additional unpaid meal period of at least 20 minutes between 5:00 p.m. and 7:00 p.m. Employees working a shift of more than six hours between 1:00 p.m. and 6:00 a.m. will be provided an unpaid meal period of at least 45 minutes midway through the shift. Approving the scheduling of this time is the responsibility of your direct supervisor.

Lactation Breaks

The organization will provide a reasonable amount of break time to accommodate a female employee's need to express breast milk for the employee's infant child. In New York, lactation breaks will be provided for the following length of time after the birth of the child:

New York Employees

Up to three years following the child's birth.

The break time should, if possible, be taken concurrently with other break periods already provided. Non-exempt employees should clock out for any time taken that does not run concurrently with normally scheduled rest periods, and such time generally will be unpaid, in accordance with state law. The organization will also make a reasonable effort to provide the employee with the use of a room or other location in close proximity to the employee's work area, for the employee to express milk in private.

Notify the global programs coordinator to request time to express breast milk under this policy. The organization reserves the right to deny an employee's request for a lactation break if the additional break time will seriously disrupt operations and in accordance with applicable law.

No provision of this policy applies or is enforced if it conflicts with or is superseded by any requirement or prohibition contained in a federal, state, or local law or regulation. If you have knowledge of such a conflict or a potential conflict you should contact the global programs coordinator.

Contact with GDC

The organization should know your location at all times during business hours. The HR, Payroll and Marketing Specialist will keep a record of your assignments, and (s)he should be notified of your whereabouts outside the organization during working hours.

Standards of Conduct

Each employee has an obligation to observe and follow the organization's policies and to maintain proper standards of conduct at all times. Failure to adhere to the organization's policies will result in corrective disciplinary measures.

Disciplinary action may include a verbal warning, written warning, suspension with or without pay, and/or discharge. The appropriate disciplinary action imposed will be determined by the organization. The organization does not guarantee that one form of action will necessarily precede another.

Among other things, the following may result in disciplinary action, up to and including discharge: violation of the organization's policies or safety rules; failing to work in a cooperative manner with management, co-workers, students and others who do business with the organization; unauthorized or illegal possession, use or sale of alcohol or controlled substances on work premises or during working hours, while engaged in organization activities or in organization vehicles; unauthorized possession, use or sale of weapons, firearms or explosives on work premises; theft or dishonesty; inappropriate or violent physical contact; harassment; discrimination or retaliation in violation of the organization's EEO and No Harassment policies; performing outside work or use of organization property, equipment or facilities in connection with outside work while on organization time; poor attendance or poor performance. These examples are not all inclusive. We emphasize that discharge decisions will be based on an assessment of all relevant factors.

Nothing in this policy is designed to limit an employee's rights under Section 7 of the National Labor Relations Act.

Nothing in this policy is designed to modify our employment-at-will policy.

Computer Software Licensing

The organization purchases or licenses the use of various computer software programs. Neither the organization nor any of the organization's employees have the right to duplicate this computer software or its related documentation. Unauthorized duplication of computer software is a federal offense, punishable by up to a \$250,000 fine and up to five years in jail.

The organization does not condone the illegal duplication of software. You must use the software in accordance with the license agreement. This policy applies not only to individual desktop computers and laptops but to local area networks as well.

Employees learning of any misuse of software or related documentation within the organization shall notify a member of management. Employees who reproduce, acquire or use unauthorized copies of computer software will be subject to discipline, up to and including discharge.

Student and Public Relations

Our organization's reputation is built on excellent service and quality work. To maintain this reputation requires the active participation of every employee.

The opinions and attitudes that students have toward our organization may be determined for a long period of time by the actions of one employee. It is sometimes easy to take a student for granted, but if we do we run the risk of losing not only that student, but his or her associates, friends or family who may also be students or prospective students.

Each employee must be sensitive to the importance of providing courteous treatment in all working relationships.

Non-Solicitation

The organization believes employees should have a work environment free from interruptions of a non-work related nature, as work time is for work. When you are to be working you should focus on your duties and not engage in activities that would interfere with your own work or the work of others. For the purpose of this policy, solicitation includes, but is not limited to, for collection of any debt or obligation, for raffles of any kind or chance taking, or for the sale of merchandise or business services, the attempt to sell any product or service (e.g. selling or collecting for Tupperware®, Avon® products, churches, schools, Girl Scout cookies, etc.). Such interruptions can be both detrimental to the quality of work and efficiency, and may not be respectful

of others job responsibilities and right not to be interrupted.

Employees may not engage in solicitation for any purpose during his/her work time, which includes the working time of the employee who seeks to solicit and the employee who is being solicited. Although solicitation is not encouraged, it is permitted as long as it is limited to the employee's break and lunch time and kept out of active working areas. Nothing in this policy is intended to restrict an employee's statutory rights, including discussing terms and conditions of employment.

Distribution

Distribution by employees of any type (materials, goods, paper) is prohibited in work areas at any time, whether or not the employees are on working time. Electronic distribution is subject to the organization's Acceptable Use of Electronic Communications policy, and may not occur during the employee's working time. Non-employees are prohibited from distributing materials to employees on organization premises at any time. Literature that violates the organization's EEO and No Harassment policies, includes threats of violence, or is knowingly and recklessly false is never permitted. Nothing in this policy is intended to restrict an employee's statutory rights, including discussing terms and conditions of employment.

Changes in Personal Data

To aid you and/or your family in matters of personal emergency, we need to maintain up-to-date information.

Changes in name, address, telephone number, marital status, number of dependents or changes in next of kin and/or beneficiaries should be given to the HR, Payroll and Marketing Specialist promptly.

Care of Equipment

You are expected to demonstrate proper care when using the organization's property and equipment. No property may be removed from the premises without the proper authorization of management. If you lose, break or damage any property, report it to your immediate supervisor at once.

Travel/Expense Accounts

RIT Global Delivery Corporation Travel Policy

Travel policies pertaining to RIT Global Delivery Corporation (GDC)-approved business travel are summarized below. It is the traveler's responsibility to obtain the necessary authorizations, check the current travel warning and alert lists, and to read and abide by the information contained below or in any travel warnings or travel alerts. Travelers are also advised to read the U.S. Department of State's "Tips for Traveling Abroad".

All official GDC travel shall be properly authorized, reported, and reimbursed. Under no circumstances shall expenses for personal travel be charged to, or be temporarily funded by GDC unless otherwise noted in this Policy. It is the traveler's responsibility to report his or her actual travel expenses in a responsible and ethical manner, in accordance with the regulations set forth in this Policy.

Travel Procedures – General

1. Air Travel

Only economy class, or discounted class airfare, shall be used. Air travel expenses shall be reimbursed based on the most commonly traveled route consistent with the authorized purpose of the trip. You may be eligible for "premium economy" seating, if available, and the cost does not exceed 35% of the standard economy class fare. Premium economy seating may only be considered on international flight segments with a scheduled flight duration that is greater than 6 hours and 30 minutes. Air carrier

and route selection will be based on price and efficiency of travel, not airline reward programs.

Any itinerary for extracurricular leisure travel to gateway cities en route to your GDC destination must be approved prior to making reservations. Any other vicinity travel throughout the duration of the assignment must be approved by the Manager for Global Initiatives prior to making reservations.

Please contact the Global Programs Specialist to book your travel as far in advance as possible. While some restrictions or penalties may apply, advance reservations secure the lowest fares. If a rare occasion should arise that requires you to make your own travel reservations please do not do so without first receiving written permission from GDC. Contact the Global Programs Specialist, Donika Demiri, as soon as your travel dates and destination are known at dxdcms@rit.edu or phone: (585)475-7113.

Traveling with Your Spouse or Other Dependents – If, in your offer letter, you are offered the benefit of purchasing two (or more) round-trip tickets to one of the GDC global campus destinations, you may choose to use the other ticket(s) for your spouse or other dependent. Please be advised that utilizing the additional ticket(s) for travel by a dependent is considered to be a taxable benefit by the IRS. GDC will withhold taxes based on the value of the ticket.

2. **Taxis and Shuttle Services**

For short-term travel assignments (21 days, or less) GDC will reimburse you for expenses for taxis or shuttle services for travel from the airport

to your hotel, between official business-related appointments, or between hotels and official business-related appointments. Receipts must be obtained and submitted for reimbursement for all such transportation expenses.

For intermediate-term travel assignments (greater than 21 day, but less than 14 weeks) GDC uses only a “supplemental stipend” for any additional expenses associated with travel – excluding airfare and housing – including taxi and shuttle services. The supplemental stipend amount will be calculated as 7% of the salary for the assignment.

For long-term travel assignments (greater than 14 weeks) GDC does not provide reimbursements for taxis or shuttle services.

3. Lodging:

Lodging may be handled in a variety of ways depending on the duration of the assignment and the location. Generally, for short-term travel assignments (21 days, or less) GDC will reimburse you for approved lodging expenses at a hotel in close proximity to the GDC global partner university. You are required to pay for your hotel expenses upon check-out and you will be reimbursed for all approved expenses upon the completion of your travel expense report.

For travel assignments lasting more than 21 days you may be offered either a monthly housing allowance or you will be placed in suitable housing provided by the GDC global partner university.

4. Meals

GDC uses only a “per Diem” method for meal reimbursement for international travel lasting 21 days or less. Generally, meals will be reimbursed at the rate of \$78.00 per day, but this amount will be adjusted for hospitality (any meals provided by the hotel and/or partner university), as well as the time of departure and return. For example, if your flight departs mid-morning, a deduction will be made for dinner. Refer to the table below on how deductions will be calculated:

Basis of Per Diem Calculation	
Breakfast	\$13.00
Lunch	\$21.00
Dinner	\$44.00
Total	\$78.00

Adjustments for Time of Departure/Return

For intermediate-term travel assignments (greater than 21 day, but less than 14 weeks) GDC uses only a “supplemental stipend” for any additional expenses associated with travel – excluding airfare and housing – including meals. The supplemental stipend amount will be calculated as 7% of the salary for the assignment. Supplemental wages are subject to income tax withholding at a 25% rate.



For long-term travel assignments (greater than 14 weeks) GDC does not provide reimbursements for meals.

5. Emergencies While Traveling

Please report all emergencies and/or accidents while travelling to the RIT Public Safety Office as soon as possible. The number is +1 – 585 – 475 – 3333

In Croatian - single countrywide number for all emergencies: 112

In Kosovo - single countrywide number for all emergencies: 112

In the Dominican Republic: 911

In Dubai:

Service	Telephone
Police	999 (emergency) 901 (non-emergency)
Ambulance	998 / 999
Fire Department	997

In Mainland China:

110 (free) Police

114 Directory Enquiries

119 (free) Fire Alarm

120 (free) First-aid Ambulance

122 (free) Traffic Accident to report to Pointsman

Report emergencies while traveling to your immediate supervisor at the RIT Global campus and to the HR, Payroll and Marketing Specialist at (585) 475-4285 or email: aylcto@rit.edu

6. **Fly America Act** - The Federal Fly America Act requires those Federal employees and their dependents, consultants, contractors, grantees, and others performing United States Government financed foreign air travel to travel by U.S. flag air carriers. If your travel will be paid by Federal funds, when making your travel arrangements, advise the Global Programs Specialist and/or the designated travel agency to ensure that your flights are in compliance with the Act.
7. **Trip Information** - Leave detailed trip information with the Global Programs Specialist and the HR, Payroll and Marketing Specialist (i.e. contact information, itinerary, copy of passport, etc.). GDC will utilize this information to contact you in the event of an emergency.
8. **Insurance**
GDC employees are covered under GDC's group of insurance policies for activities conducted in the scope of their job responsibilities while traveling overseas. GDC maintains a comprehensive insurance program including coverage for general liability and auto liability claims (bodily injury or property damage to third parties).

If you are involved in an incident that results in a claim while traveling on GDC business, report it to your direct supervisor overseas and HR, Payroll and Marketing Specialist as soon as practical.

A. Auto Liability Insurance - Automobile liability insurance is normally provided as part of the rental car agreement and should not be purchased. GDC maintains non-owned

automobile liability insurance in excess of the amount provided by the automobile rental company for travel within the United States and Canada. Contact the HR, Payroll and Marketing Specialist to discuss insurance implications when renting automobiles outside of the U.S. and Canada.

B. Injury or Sickness - GDC maintains worker's compensation insurance for claims for employees arising from a work-related injury or sickness. This coverage applies to all employees traveling on international business.

- a) Communicate incidents to the local administration of GDC's global partner university, as well as the HR, Payroll and Marketing Specialist and Manager for Global Initiatives, as soon as possible.
- b) Emergency situations occurring overseas should be directed to the appropriate medical facility immediately and reported to the local administration of GDC global partner university, as well as the HR, Payroll and Marketing Specialist as soon as practical. The worker's compensation plan will cover necessary medical expenses for the work-related injury.
- c) Prior to leaving on an international trip it is advisable for you to contact your primary medical insurance carrier to discuss how your medical insurance coverage will respond in the event a sickness or injury that arises during travel that is not work related.

C. Loss of or Damage to Personal Property –

GDC has no insurance for loss of, or damage to, luggage or other personal effects during travel. If such damage occurs, seek reimbursement through your personal insurance company.

D. Rental Car Collision Damage Waiver -

Automobile rental companies offer the option of purchasing a collision damage waiver (CDW) for an additional daily cost. The purpose of the waiver is to eliminate the renter's responsibility for payment of car repairs in case of collision damage.

- a) If you rent a vehicle outside of the U.S., accept any collision damage waiver that is offered.
- b) Report all accidents involving a rental car to your immediate supervisor at the GDC global partner university, as well as the HR, Payroll and Marketing Specialist as soon after the accident as practical.

E. Travel Assistance Program -

GDC employees are covered under a Travel Assistance Program when travel occurs more than 100 miles from their permanent residence. The plan provides emergency medical assistance, emergency personal services and pre-trip information. The program is administered by Worldwide Assistance Services, a 24-hour toll free emergency service. Travel Assistance United HealthCare ID cards and other information about this program are available from the Office of the HR, Payroll and Marketing Specialist, George Eastman Hall, suite 4000 or via e-mail: aylcto@rit.edu. GDC can also assist with

obtaining United Healthcare travel assistance benefits for any dependents travelling with you at a price of \$7.00 per dependent per month. Please email Anna Lombard at aylcto@rit.edu for further details.

F. Travel Accident Insurance - You are covered by accidental death and dismemberment insurance while away on approved travel for GDC. This does not include commuting between your residence and airport or air travel other than on a charter or commercial aircraft. You will not be reimbursed for the cost of other travel insurance.

G. Trip Cancellation Insurance - GDC does not carry insurance for expenses associated with trip cancellations. GDC must absorb these expenses. If you purchase trip cancellation insurance, you will be not be reimbursed for the expense.

9. **Non-reimbursable Expenses** - Travel expenditures that are not reimbursable include:
- a) Additional travel insurance, travel accident insurance or trip cancellation premiums.
 - b) Additional expenses associated with the cost of first class or business class airfare.
 - c) Alcoholic beverages consumed as part of meal or otherwise while traveling on GDC business.
 - d) Childcare and babysitting expenses.
 - e) Costs for commuting between your home and the RIT campus.
 - f) Costs for personal medications.
 - g) Costs incurred by your failure to cancel transportation or hotel reservations.

- h) Costs incurred by your spouse or other dependents traveling with you.
- i) Entertainment expenses, including movies in your hotel room.
- j) Gasoline expenses when the automobile mileage reimbursement rate is claimed.
- k) Host/hostess gifts, in lieu of meals and lodging, when the cost exceeds what meal and/or lodging expenses would have been.
- l) Hairstyling and haircut expenses.
- m) Kennel/boarding expenses for pets.
- n) Laundry or dry cleaning expenses for trips lasting less than 7 days.
- o) Magazines or newspaper expenses.
- p) Other expenses not directly related to the business purpose of the travel assignment.
- q) Parking or speeding tickets.
- r) Travel pillows
- s) Pay-per-view movies

H. Reimbursable Expenses - Travel expenses that are reimbursable to you include:

- a) Economy class airfare (or economy plus, if available, and the cost does not exceed 35% of the standard economy class fare. Premium economy seating may only be considered on international flight segments with a scheduled flight duration that is greater than 6 hours and 30 minutes). Whenever possible, GDC will reimburse air travel in advance through a direct payment to GDC's authorized travel agent.
- b) Expenses associated with baggage handling and tips.
- c) Hospitality, if directly related to the educational or research purpose of the trip.

- d) Host/hostess gifts, in lieu of lodging, when the cost does not exceed what lodging expenses would have been.
- e) Laundry and/or dry cleaning expenses for trips of seven or more consecutive days.
- f) Lodging expenses, if applicable (see details above).
- g) Meal expenses (see details above)
- h) Telephone calls, including those calls necessary to obtain transportation and hotel reservations, communicate with the office, and one personal call per day to your family. We encourage you to use free VOIP technology such as Skype when international phone calls are necessary.
- i) Parking fees associated with GDC business.

Any other expenses not detailed above must be approved by the Manager for Global Initiatives, Lyndsey McGrath. Please contact her at (585) 475-5177 or e-mail: Lyndsey.Mcgrath@mail.rit.edu

10. Foreign Travel Expense Report Requirements.

Documentation Requirements - GDC does not expect you to provide any meal receipts, but it is still mandatory to keep the travel log. You should record the elements of an expense or of business use at or near the time of the expense or use and support it with sufficient documentary evidence. You do not need to write down the elements of every expense on the day of the expense. If you maintain a log on a weekly basis that accounts for use during the week, the log is considered a timely-kept record. You may obtain up to date currency conversion information on the following web site: www.oanda.com.

Submit receipts upon your return to Donika Demiri and Andrea Buscemi. They will facilitate the completion of the travel expense report on your behalf.

Personal Property

The organization is not responsible for loss or damage to personal property. Valuable personal items, such as purses and all other valuables should not be left in areas where theft might occur.

Foreign Corrupt Practices Act (FCPA) Policy

1. INTRODUCTION

The Foreign Corrupt Practices Act (FCPA) is a federal law (15 U.S.C. § 78-dd-21 *et seq.*) that exists to prevent corrupt practices in international transactions. The Act prohibits bribery of foreign officials and employees who work for foreign governments. *The FCPA prohibits the corrupt payment (or offer, promise or authorization of payment) of anything of value to any foreign official or employee, directly or indirectly, for the purpose of obtaining or retaining business, directing business to any person or entity, or securing any improper advantage.*

The FCPA's prohibitions are applicable to United States organizations, public or private, and any person, including a foreign person or firm, if they commit a prohibited act in the United States. Further, a United States entity may be held liable under the FCPA for the improper activities of its foreign subsidiaries if the United

States entity authorized or participated in the conduct. This Policy ensures the employees, agents and representatives of the Global Delivery Corporation (GDC) is aware of, monitors, and complies with this statute.

This Policy should be read with in conjunction with all of the GDC policies and procedures governing foreign activity operations.

2. EFFECTIVE DATE

This Policy will be effective on 08/25/2014 and applies to all GDC employees, agents and representatives.

3. DEFINITIONS

- a) **Foreign Officials** as defined by the FCPA includes **officials and employees of foreign governments, state-owned enterprises, public international organizations, and political parties, as well as agents and close relatives of these individuals.**
- b) **Anything of Value** as interpreted by the FCPA includes not only cash or cash equivalents, but also trips, donations, and services. The determination is not retail value but whether the recipient subjectively attaches value to the disbursement.

4. GENERAL PROVISIONS

- a) **Statement of Policy.**

It is the policy of GDC that each of our employees, staff, agents, representatives, vendors and other third parties that work with GDC (including subsidiaries) comply with the anti-bribery laws of the United States and of the

foreign countries where GDC does business. Bribery of any kind in the United States and abroad, regardless of foreign custom or practice, is strictly prohibited. No RIT employee, faculty, staff, agent, representative, vendor or any other third party with which RIT works shall make any payment or provide anything of value, to any person, in order to improperly influence that person to secure any advantage for RIT, including obtaining or retaining business, or directing business to any person or entity.

It is also the policy of GDC that each of its employees, staff, agents, representatives, vendors and all third parties that work with GDC make and keep books, records, and accounts, which, in reasonable detail, accurately reflect any transactions and dispositions of the university and any of its subsidiaries or partners. Any contracts involving, directly or indirectly, foreign officials must be in writing and reviewed by the Rochester Institute of Technology's Office of Legal Affairs prior to execution.

b) **Scope of Policy and Violations.**

This Policy applies to all GDC operations worldwide, including its employees and staff. GDC expects that third parties with whom it works, *i.e.*, all vendors, representatives, joint venture partners, and other third parties on international operations will comply this Policy.

In addition to the federal civil and criminal fines and penalties imposed by the FCPA itself, violators of this Policy may be subject to disciplinary measures. Penalties for violations will vary with the circumstances, but may include termination.

If any GDC employee is unsure about whether they are being asked to make an improper payment, they should not make the payment. They should consult with their supervisor immediately.

c) **Compliance Procedures.**

The “RIT FCPA Compliance Procedures,” are designed to provide guidance concerning compliance with the FCPA. The procedures are maintained by the Office of Legal Affairs and are available on the Office of Legal Affairs website (<http://www.rit.edu/fa/legalaffairs/content/policies-procedures>). These procedures provide details and updates concerning additional FCPA compliance components such as training, compliance certification, audits, and procedures concerning due diligence in the hiring of third parties, contract formation, and internal controls and records. These procedures provide specifics that must be followed to ensure that the GDC operates in a manner that prevents violation of the FCPA, and also that GDC retains and contracts with individuals and entities that comply with the FCPA.

Policy History

Created August, 2014

Export Controls Policy

For export control purposes only, GDC is deemed an affiliate entity of Rochester Institute of Technology and therefore RIT’s export control plan shall govern all activities.

http://www.rit.edu/fa/grms/sites/rit.edu/fa.grms/files/docs/export_compliance_program.pdf

Criminal Background, Sex Offender and RIT Student Conduct Check

The company enforces a background check policy for all employees prior to employment. For more information pertaining to the policy, please refer to the company's Criminal Background, Sex Offender and RIT Student Conduct Check Policy. For additional questions, please see the HR, Payroll and Marketing Specialist.

Traveling Abroad and Technology Policy

For information pertaining to the company's Traveling Abroad and Technology policy, please refer to the RIT Technology Control Plan. This information can be obtained from the HR, Payroll and Marketing Specialist.

Cultural Awareness for Travel Abroad Policy

It is important to be aware of the culture and customs for each location in which you will be assigned. Failure to comply with a country's customs could have serious repercussions. Although the company will provide you with information pertaining to each country, it is also the responsibility of the employee to become familiar with this information and adhere to the requirements

For information pertaining to this, please see the HR, Payroll and Marketing Specialist.

Acceptable Use of Electronic Communications

This policy contains guidelines for electronic communications created, sent, received, used, transmitted, or stored using the organization's communication systems or equipment and employee provided systems or equipment used either in the workplace, during working time or to accomplish work tasks. "Electronic communications" include, among other things, messages, images, text data or any other information used in e-mail, instant messages, text messages, voice mail, fax machines, computers, personal digital assistants (including Blackberry, iPhone, iPad or similar devices), pagers, telephones, cellular and mobile phones including those with cameras, Intranet, Internet, back-up storage, information on a memory or flash key or card, jump or zip drive or any other type of internal or external removable storage drives. In the remainder of this policy, all of these communication devices are collectively referred to as "systems."

Acceptable Uses of Our Systems: Employees may use our systems to communicate internally with co-workers or externally with students and other business acquaintances for business purposes.

Organization Control of Systems and Electronic Communications: All electronic communications contained in organization systems are organization records and/or property. Although an employee may have an individual password to access our systems, the systems and communications belong to the organization. The systems and electronic communications are accessible to the organization at all times including periodic unannounced inspections. Our systems and electronic communications are subject to use, access, monitoring, review, recording and disclosure without

further notice. Employee communications on our system are not confidential or private.

The organization's right to use, access, monitor, record and disclose electronic communications without further notice applies equally to employee-provided systems or equipment used in the workplace, during working time, or to accomplish work tasks.

Personal Use of Our Systems: Personal communications in our systems are treated the same as all other electronic communications and will be used, accessed, recorded, monitored, and disclosed by the organization at any time without further notice. Since all electronic communications and systems can be accessed without advance notice, employees should not use our systems for communication or information that employees would not want revealed to third parties. Personal use of our system should be limited to non-working time. Personal use of our system must be conducted in such a manner that it does not affect smooth system operation or use a disproportional amount of the system's functional capacity.

Proprietary Business Information: Proprietary business information means confidential and proprietary information related to the organization's trade secrets, business models, business services, sales agreements, pricing information, drawings, designs, blue prints, manufacturing processes, student lists, inventions, recipes, formulas, vendor agreements, patient records, strategic business or marketing plans, expansion plans, contracts, non-public financial performance information and other information that derives economic value by being protected from public consumption or competitors may only be used on organization systems. Proprietary business information may not be downloaded, saved, or sent to a personal laptop, personal storage device, or personal email account under any circumstances without

advance written approval from a member of management. Proprietary business information does not restrict employee rights to discuss their wages, hours or other terms of employment.

Prohibited Uses of Our Systems: Employees may not use organization systems in a manner that is unlawful, wasteful of organization resources, or unreasonably compromises employee productivity or the overall integrity or stability of the organization's systems. These tools are provided to assist employees with the execution of their job duties and should not be abused. Examples of prohibited uses include, among other things, sexually explicit messages, images, cartoons, or jokes; propositions or love letters; ethnic or racial slurs; or any other message or image that may be in violation of organization policies.

In addition, employees may not use our organization systems:

- To download, save, send or access any discriminatory, obscene, or malicious or knowingly false material;
- To download, save, send or access any music, audio or video file unless business related;
- To download anything from the internet (including shareware or free software) without the advance written permission of the global programs coordinator;
- To download, save, send or access any site or content that the organization might deem “adult entertainment;”
- To attempt or to gain unauthorized or unlawful access to computers, equipment, networks, or systems of the organization or any other person or entity;

- In connection with any infringement of intellectual property rights, including but not limited to copyrights;
- In connection with the violation or attempted violation of any law; and
- To transmit proprietary business information or client material such as pricing information or trade secrets.

Electronic Forgery: An employee may not misrepresent, disguise, or conceal his or her identity or another's identity in any way while using electronic communications; make changes to electronic communications without clearly indicating such changes; or use another person's account, mail box, password, etc. without prior written approval of the account owner and without identifying the actual author.

Intellectual Property Rights: Employees must always respect intellectual property rights such as copyrights and trademarks.

System Integrity, Security, and Encryption: All systems passwords and encryption keys must be available and known to the organization. You may not install password or encryption programs without the written permission of the global programs coordinator. Employees may not use the passwords and encryption keys belonging to others.

Applicable Laws: Numerous state and federal laws apply to electronic communications. The organization complies with applicable laws. Employees also must comply with applicable laws and should recognize that an employee could be personally liable and/or subject to fine and imprisonment for violation of applicable laws.

Consequences of Policy Violations: Violations of this policy may result in disciplinary action up to and

including immediate termination of an employee's employment as well as possible civil liabilities or criminal prosecution. Where appropriate, the organization may advise legal officials or appropriate third parties of policy violations and cooperate with official investigations. We will not, of course, retaliate against anyone who reports possible policy violations or assists with investigations.

If you have questions about the acceptable use of our systems or the content of electronic communications, ask the HR, Payroll and Marketing Specialist for advance clarification.

Social Media

“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 web site, social networking or affinity web site, web bulletin board or a chat room, whether or not associated or affiliated with the organization.

You are more likely to resolve work related complaints by speaking directly with your co-workers or by utilizing our problem solving procedure than by posting complaints to a social media outlet. Nevertheless, if you decide to post complaints or criticism, avoid using statements, photographs, video or audio that reasonably could be viewed as maliciously false, obscene, threatening or intimidating, that defames students, competitors, vendors or employees or that might constitute harassment or bullying. Examples of such conduct might include posts meant to put someone in fear for their physical safety or psychological well-being;

posts designed to cast someone in a false light to the public; posts that invade a person's reasonable expectation of privacy; or posts that could contribute to a hostile work environment on the basis of race, age, gender, national origin, color, disability, religion or other status protected by federal, state or local law.

Make sure you are always truthful and accurate when posting information or news. If you make a mistake, correct it quickly. Be open about any previous posts you have altered. Use privacy settings when appropriate. Remember that the Internet archives almost everything; therefore, even deleted postings can be searched. The Internet is immediate; nothing that is posted ever truly "expires." Never post any information or rumors that you know to be false about the organization, fellow employees, students, and people working on behalf of the organization or competitors.

Do not create a link from your blog, website or other social networking site to the organization's website without identifying yourself as an organization employee. Express only your personal opinions. Never represent yourself as a spokesperson for the organization or make knowingly false representations about your credentials or your work. If the organization is a subject of the content you are creating, be clear and open about the fact that you are an employee and make it clear that your views do not represent those of the organization. It is best to include a statement such as "The postings on this site are my own and do not necessarily reflect the views of the organization." You must refrain from using social media while on working time.

Employees are encouraged to report violations of this policy. The organization prohibits retaliation against any employee for reporting a possible deviation from this policy or for cooperating in an investigation.

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

Nothing in this policy is designed to limit an employee's right under Section 7 of the National Labor Relations Act, including discussing wages or other terms of employment.

If you have questions or need further guidance, please contact the global programs coordinator.

Reference Checks

Our organization will not honor any oral requests for references. All requests must be in writing and on organization letterhead. Generally, we will only confirm our employees' dates of employment, salary history, and job title.

Under no circumstances should an employee provide another individual with information regarding current or former employees of our organization. If you receive a request for reference information, please forward it to the HR, Payroll and Marketing Specialist.

Protecting Organization Information

Protecting our organization's information is the responsibility of every employee. Do not discuss the organization's confidential business or proprietary business matters, or share confidential, personal employee information (such as social security numbers, personal banking or medical information) with anyone who does not work for us such as friends, family members, members of the media, or other business entities. You may be required to sign a nondisclosure agreement as a condition of your employment, in accordance with state and federal law.

Confidential information does not include information pertaining to the terms and conditions of an employee's employment, including wages. Nothing in this policy is designed to limit an employee's rights under Section 7 of the National Labor Relations Act.

All telephone calls regarding a current or former employee's position/compensation with our organization must be forwarded to the HR, Payroll and Marketing Specialist.

The organization's address shall not be used for the receipt of personal mail.

Conflict of Interest

An organization's reputation for integrity is its most valuable asset and is directly related to the conduct of its officers and other employees. Therefore employees must never use their positions with the Organization or any of its stakeholders, for private gain, to advance

personal interests, or to obtain favors or benefits for themselves, members or their families or any other individuals, organizations, or business entities. The Organization adheres to the highest legal and ethical standards applicable in our business. The Organization's business is conducted in strict observance of both the letter and spirit of all applicable laws and the integrity of each employee is of the utmost importance. Employees of the Organization shall conduct their personal affairs such that their duties and responsibilities to the Organization are not jeopardized and/or legal questions do not arise with respect to their association or work with the Organization.

Any perceived, potential, or real conflicts of interest shall be disclosed to the Organization. If, after evaluation, a conflict is found to be significant or unacceptable, it shall be removed or managed in accordance with the provisions of this policy and any procedures implemented hereunder.

Outside Employment

We hope that you will not find it necessary to seek additional outside employment. However, if you are planning to accept an outside position, you must notify the HR, Payroll and Marketing Specialist in writing.

Outside employment must not conflict in any way with your responsibilities within our organization.

Employees may not conduct outside work or use corporate property, equipment or facilities in connection with outside work while on GDC time.

Contact with the Media

All media inquiries regarding the organization and its operations must be referred to the global programs management team. Only the global programs management team is authorized to make or approve public statements on behalf of the organization. No employees, unless specifically designated by the HR, Payroll and Marketing Specialist, are authorized to make statements on behalf of or as a representative of the organization.

If You Must Leave Us

Should you decide to leave your employment with us, we ask that you provide your immediate supervisor with at least two weeks' advance notice. Your thoughtfulness is appreciated and will be noted favorably should you ever wish to reapply for employment with the organization.

Our organization does not provide a "letter of reference" to former employees. Generally, we will confirm upon request our employees' dates of employment, salary history, and job title.

Additionally, all resigning employees should complete a brief exit interview prior to leaving. All organization property, including this Employee Handbook, must be returned at the end of employment. Otherwise, the organization may take action to recoup any replacement costs and/or seek the return of organization property through appropriate legal recourse.

You should notify the organization if your address changes during the calendar year in which discharge occurs so that your tax information will be sent to the proper address.

Safety in the Workplace

Each Employee's Responsibility

Safety can only be achieved through teamwork at our organization. Each employee, supervisor and manager must practice safety awareness by thinking defensively, anticipating unsafe situations and reporting unsafe conditions immediately. Suspicious acts or concerns should be reported immediately to Public Safety at (585) 475-3333.

Please observe the following precautions:

1. Notify RIT Public Safety, your immediate supervisor or any administrative staff member at the host university (in the absence of your supervisor) as well as the HR, Payroll and Marketing Specialist of any emergency situation. If you are injured or become sick at work, no matter how slightly, you must inform the HR, Payroll and Marketing Specialist immediately.
2. The use of alcoholic beverages or illegal substances during working hours will not be tolerated. The possession of alcoholic beverages or illegal substances on the organization's property is forbidden.
3. Use, adjust and repair machines and equipment only if you are trained and qualified.
4. Know the proper lifting procedures. Get help when lifting or pushing heavy objects.
5. Understand your job fully and follow instructions. If you are not sure of the safe procedure, don't guess; just ask your immediate supervisor or the HR, Payroll and Marketing Specialist.

6. Know the locations, contents and use of first aid and fire fighting equipment.

A violation of a safety precaution is in itself an unsafe act. A violation may lead to disciplinary action, up to and including discharge.

Workplace Violence

Violence by an employee or anyone else against an employee, supervisor or member of management will not be tolerated. The purpose of this policy is to minimize the potential risk of personal injuries to employees at work and to reduce the possibility of damage to organization property in the event someone, for whatever reason, may be unhappy with an organization decision or action by an employee or member of management.

If you receive or overhear any threatening communications from an employee or outside third party, report it to your direct supervisor, RIT Public Safety office at (585) 475-3333 and the HR, Payroll and Marketing Specialist at once. Do not engage in either physical or verbal confrontation with a potentially violent individual. If you encounter an individual who is threatening immediate harm to an employee or visitor to our premises, contact an emergency agency (such as 911) immediately.

All reports of work-related threats will be kept confidential to the extent possible, investigated and documented. Employees are expected to report and participate in an investigation of any suspected or actual cases of workplace violence and will not be subjected to disciplinary consequences for such reports or cooperation.

Violations of this policy, including your failure to report or fully cooperate in the organization's investigation, may result in disciplinary action, up to and including discharge.

Workplace Searches

To protect the property and to ensure the safety of all employees, students and the organization, the organization reserves the right to conduct personal searches consistent with state law, and to inspect any packages, parcels, purses, handbags, brief cases, lunch boxes or any other possessions or articles carried to and from the organization's property. In addition, the organization reserves the right to search any employee's office, desk, files, locker, equipment or any other area or article on our premises. In this regard, it should be noted that all offices, desks, files, lockers, equipment, etc. are the property of the organization, and are issued for the use of employees only during their employment. Inspection may be conducted at any time at the discretion of the organization.

Persons entering the premises who refuse to cooperate in an inspection conducted pursuant to this policy may not be permitted to enter the premises. Employees working on or entering or leaving the premises who refuse to cooperate in an inspection, as well as employees who after the inspection are believed to be in possession of stolen property or illegal substances, will be subject to disciplinary action, up to and including discharge, if upon investigation they are found to be in violation of the organization's security procedures or any other organization rules and regulations.

No Weapons in the Workplace

Possession, use or sale of weapons, firearms or explosives on work premises, while operating organization machinery, equipment or vehicles for work-related purposes or while engaged in organization business off premises is forbidden except where expressly authorized by the organization and permitted by state and local laws. This policy applies to all employees, including but not limited to, those who have a valid permit to carry a firearm.

If you are aware of violations or threats of violations of this policy, you are required to report such violations or threats of violations to the global programs coordinator immediately.

Violations of this policy will result in disciplinary action, up to and including discharge.

Substance Abuse

The organization has vital interests in ensuring a safe, healthy and efficient working environment for our employees, their co-workers and the students we serve. The unlawful or improper presence or use of controlled substances or alcohol in the workplace presents a danger to everyone. For these reasons, we have established as a condition of employment and continued employment with the organization the following substance abuse policy.

Employees are prohibited from reporting to work or working while using illegal or unauthorized substances. Employees are prohibited from reporting to work or

working when the employee uses any controlled substance, except when the use is pursuant to a doctor's orders and the doctor advised the employee that the substance does not adversely affect the employee's ability to safely perform his or her job duties.

In addition, employees are prohibited from engaging in the unlawful or unauthorized manufacture, distribution, sale or possession of illegal or unauthorized substances and alcohol in the workplace including: on organization paid time, on organization premises, in organization vehicles, or while engaged in organization activities. Our employees are also prohibited from reporting for duty or remaining on duty with any alcohol in their systems. Employees are further prohibited from consuming alcohol during working hours, including meal and break periods.

Your employment or continued employment with the organization is conditioned upon your full compliance with the foregoing substance abuse policy. Any violation of this policy may result in disciplinary action, up to and including discharge. Furthermore, any employee who violates this policy who is subject to discharge, may be permitted in lieu of discharge, at the organization's sole discretion, to participate in and successfully complete an appropriate treatment, counseling or rehabilitation program as recommended by a substance abuse professional as a condition of continued employment and in accordance with applicable federal, state, and local laws.

Consistent with its fair employment policy, the organization maintains a policy of non-discrimination and reasonable accommodation with respect to recovering addicts and alcoholics, and those having a medical history reflecting treatment for substance abuse conditions. We encourage employees to seek assistance before their substance or alcohol use renders

them unable to perform their essential job functions or jeopardizes the health and safety of themselves or others. The organization will attempt to assist its employees through referrals to rehabilitation, appropriate leaves of absence and other measures consistent with the organization's policies and applicable federal, state or local laws.

The organization further reserves the right to take any and all appropriate and lawful actions necessary to enforce this substance abuse policy including, but not limited to, the inspection of organization issued lockers, desks or other suspected areas of concealment, as well as an employee's personal property when the organization has reasonable suspicion to believe that the employee has violated this substance abuse policy.

This policy represents management guidelines. For more information, please speak to your direct supervisor and the HR, Payroll and Marketing Specialist.

Receipt of Employee Handbook and Employment-At-Will Statement

This is to acknowledge that I have received a copy of the RIT Global Delivery Organization Employee Handbook and I understand that it contains information about the employment policies and practices of the organization. I agree to read and comply with this Employee Handbook. I understand that the policies outlined in this Employee Handbook are management guidelines only, which in a developing business will require changes from time to time. I understand that the organization retains the right to make decisions involving employment as needed in order to conduct its work in a manner that is beneficial to the employees and the organization. I understand that this Employee Handbook supersedes and replaces any and all prior Employee Handbooks and any inconsistent verbal or written policy statements.

I understand that except for the policy of at-will employment, which can only be changed by the trustees of the organization in a signed written contract, the organization reserves the right to revise, delete and add to the provisions of this Employee Handbook at any time without further notice. I understand that no oral statements or representations can change the provisions of this Employee Handbook.

I understand that this Employee Handbook is not intended to create contractual obligations with respect to any matters it covers and that the Employee Handbook does not create a contract guaranteeing that I will be employed for any specific time period.

THIS ORGANIZATION IS AN AT-WILL EMPLOYER. THIS MEANS THAT REGARDLESS OF ANY PROVISION IN THIS EMPLOYEE HANDBOOK, THE ORGANIZATION OR I MAY TERMINATE THE

EMPLOYMENT RELATIONSHIP AT ANY TIME, FOR ANY REASON, WITH OR WITHOUT CAUSE OR NOTICE. NOTHING IN THIS EMPLOYEE HANDBOOK OR IN ANY DOCUMENT OR STATEMENT, WRITTEN OR ORAL, SHALL LIMIT THE RIGHT TO TERMINATE EMPLOYMENT AT-WILL. NO OFFICER, EMPLOYEE OR REPRESENTATIVE OF THE ORGANIZATION IS AUTHORIZED TO ENTER INTO AN AGREEMENT— EXPRESS OR IMPLIED—WITH ME OR ANY EMPLOYEE FOR EMPLOYMENT FOR A SPECIFIED PERIOD OF TIME UNLESS SUCH AN AGREEMENT IS IN A WRITTEN CONTRACT SIGNED BY THE DIRECTORS OF THE ORGANIZATION.

I understand that this Employee Handbook refers to current benefit plans maintained by the organization and that I must refer to the actual plan documents and summary plan descriptions as these documents are controlling.

I have read and understand the Vacation Policy in this Employee Handbook.

Initials _____ Date _____

I also understand that if a written contract is inconsistent with the Employee Handbook, the written contract is controlling.

If I have questions regarding the content or interpretation of this Employee Handbook, I will ask the HR, Payroll and Marketing Specialist or a member of management.

NAME _____

DATE _____

EMPLOYEE
SIGNATURE _____

Receipt of Employee Handbook and Employment-At-Will Statement

This is to acknowledge that I have received a copy of the RIT Global Delivery Organization Employee Handbook and I understand that it contains information about the employment policies and practices of the organization. I agree to read and comply with this Employee Handbook. I understand that the policies outlined in this Employee Handbook are management guidelines only, which in a developing business will require changes from time to time. I understand that the organization retains the right to make decisions involving employment as needed in order to conduct its work in a manner that is beneficial to the employees and the organization. I understand that this Employee Handbook supersedes and replaces any and all prior Employee Handbooks and any inconsistent verbal or written policy statements.

I understand that except for the policy of at-will employment, which can only be changed by the trustees of the organization in a signed written contract, the organization reserves the right to revise, delete and add to the provisions of this Employee Handbook at any time without further notice. I understand that no oral statements or representations can change the provisions of this Employee Handbook.

I understand that this Employee Handbook is not intended to create contractual obligations with respect to any matters it covers and that the Employee Handbook does not create a contract guaranteeing that I will be employed for any specific time period.

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NAME _____

DATE _____

EMPLOYEE
SIGNATURE _____

Receipt of Changes or Additions to Employee Handbook

I received a revised copy of the updated policies for my Employee Handbook. I understand that I am responsible for reading the updated and/or new policies, replacing them in my Employee Handbook with this revised version, and complying with the revised policies. The policies which have been updated and/or added to the Employee Handbook include:

- Acceptable Use of Electronic Communications
- Distribution
- Equal Employment Opportunity
- Meal Time
- New Employee Orientation
- No Harassment
- Non-Solicitation
- Paycheck Deductions
- Pregnancy Accommodation
- Protecting Organization Information
- Reference Checks
- Social Media
- Standards of Conduct
- Wage Disclosure Protection

In addition, the following policies have been deleted from the Employee Handbook:

- Electronic Mail and Voice Mail Monitoring
- Internet Usage and Monitoring

These Employee Handbook policies supersede and replace the former Employee Handbook policies contained in the Employee Handbook.

I understand that neither the updated or new policies in this Employee Handbook nor any other written or

verbal communication by a management representative is intended to in any way create a contract of employment for any specified period of time, and that these policies are for informational purposes only. I also understand that the updated and/or new policies do not affect my employment-at-will status, which permits the organization or me to terminate the employment relationship at any time, for any reason with or without notice.

I have read and understand the Vacation Policy in this Employee Handbook.

Initials _____ Date _____

If I have questions regarding these policies, or the content or interpretation of any policy in the Employee Handbook, I will bring them to the attention of the global programs coordinator or a member of management.

NAME _____

DATE _____

EMPLOYEE
SIGNATURE _____

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