



Employee Handbook

2022/2023

A Guide for Our Employees

Memorial Drive Campus
5684 Memorial Drive
Stone Mountain, GA 30083

Rockbridge Extension Campus
3860 Rockbridge Road
Stone Mountain, GA 30083

Acknowledgement of Receipt of Pro Way Hair School Employee Handbook

I acknowledge that I have received a copy of the Pro Way Hair School Employee Handbook. I understand that I am responsible for reading and abiding by all policies and procedures in this Handbook, as well as other policies and procedures of the Company.

I also understand that the purpose of this Handbook is to inform me of the Company's policies and procedures, and it is not a contract of employment. Nothing in this Handbook provides any entitlement to me or to any Company employee, nor is it intended to create contractual obligations of any kind. I understand that the Company has the right to change any provision of this Handbook at any time and that I will be bound by any such changes.

I expressly agree to the provisions of Part 6, Dispute Resolution, of the Handbook, in which I have agreed to use alternative dispute resolution, in lieu of litigation, as the sole means of resolving any dispute that may arise between the Company and me, subject to the Company's right to seek injunctive relief. I understand that by agreeing to arbitration I waive any right I may have to sue or seek a jury trial. The decision of the arbitrator will be final and binding.

Signature

Date

Full Name (please print)

Please sign and date one copy of this acknowledgement and return it to your supervisor. Retain a second copy for your reference.

Table of Contents

Welcome.....	5
Introduction	5
School Mission Statement	5
Part 1 – General Employment Policies and Practices	6
Equal Employment Opportunity	6
Your Employment Relationship with the Company	6
Recruitment and Hiring	6
Employment Classifications	7
Exempt Employees	7
Non-Exempt Employees	7
Full-Time Employee	7
Part-Time Employee	7
Temporary Employee.....	7
Orientation and Training.....	7
Immigration Law Applicable to All Employees	7
Hours of Work	8
Flex Time and Telecommuting	8
Overtime	8
Attendance and Punctuality	8
Inclement Weather	8
Dress Code and Public Image	9
Children in The Workplace.....	9
Work Space.....	10
Office Equipment.....	10
Personnel Records.....	10
Performance Reviews, Salary Reviews	10
Internet Access.....	11
Right to Monitor.....	11
Responsibilities and Obligations.....	11
Violation of this Policy	11
Email.....	11
Confidentiality of Electronic Mail	12
Social Media	12
Telephones.....	12
Smoking.....	13
Drug-Free Workplace	13
Substance Abuse.....	13
Safety and Accident Rules	13
Workplace Violence Prevention Policy	14
Promotions and Transfers	14
Part 2 – Anti-Discrimination & Harassment.....	15
Discrimination Is Prohibited	15
Americans with Disabilities Act	15
Disabled Defined.....	16
Reasonable Accommodation.....	16
Workplace Harassment	17
Sexual Harassment	17
Supervisors’ Responsibilities.....	17
Procedures for Reporting and Investigating Harassment	18
Policy on Non-Fraternization.....	19
Part 3 – Compensation.....	20
Payroll Practices	20
Salary Deductions and Withholding	20

Taxes	20
Insurance	20
Other Deductions	20
Direct Deposit	20
Part 4 – Benefits	21
General.....	21
Medical Insurance.....	21
Employee Contributions	21
Late Applicants	21
Open Enrollment.....	21
Special Enrollment.....	22
Continuation of Health Coverage	22
Dental Insurance	22
Life Insurance	22
Supplemental Life Insurance	22
Workers' Compensation Insurance.....	22
Travel.....	23
Religious Observance	23
Vacation.....	23
Accrual and Carryover	23
Procedure	23
Holiday Pay	23
Personal Time Off.....	24
Notification Procedures.....	24
Bereavement Leave.....	24
Military Service Leave.....	25
Civic Duty Leave	25
Jury Duty.....	25
Appearance as a Witness.....	25
Voting	25
Part 6 – Miscellaneous.....	25
Leaving the Company	25
Part 6 – Miscellaneous cont'	26
Grievance/Dispute Resolution	26
Grievance Form.....	28
Part 7 - Disclaimer.....	29

Changes made to this handbook by the management from the previous version are highlighted in Yellow.

Welcome

It is our privilege to welcome you to Pro Way Hair School. We wish you every success in your new job. This Handbook was developed to describe some of the expectations we have for all our employees and what you can expect from us. We hope that your experience here will be challenging, enjoyable, and rewarding. Again, welcome!

Steve Sullivan

Chief Administrative Officer

Introduction

This Employee Handbook (“Handbook”) is a compilation of personnel policies, practices and procedures currently in effect at Pro Way Hair School (“Company”).

The Handbook is designed to introduce you to our Company, familiarize you with Company policies, provide general guidelines on work rules, benefits and other issues related to your employment, and help answer many of the questions that may arise about your employment.

This Employee Handbook is not a contract. Like most American companies, Pro Way Hair School generally does not offer individual employees formal employment contracts with the Company. This Handbook does not create a contract, express or implied, guaranteeing you any specific term of employment, nor does it obligate you to continue your employment for a specific period. The purpose of the Handbook is simply to provide you with a convenient explanation of present policies and practices at the Company. This Handbook is an overview or a guideline. It cannot cover every matter that might arise in the workplace. For this reason, specific questions regarding the applicability of a policy or practice should be addressed to the Vice President.

The Company reserves the right to modify any of our policies and procedures, including those covered in this Handbook, at any time. We will seek to notify you of such changes by email and other appropriate means. However, such a notice is not required for changes to be effective.

School Mission Statement

Pro Way Hair School recognizes that every student who enrolls does so with the goal of achieving training which will enable the individual to prepare for their career enhancement. Pro Way Hair School is dedicated therefore to assist each student in reaching his or her job-oriented goals.

Part 1 – General Employment Policies and Practices

Equal Employment Opportunity

The Company is an equal opportunity employer. We will extend equal opportunity to all individuals without regard to race, religion, color, sex (including pregnancy, sexual orientation and gender identity), national origin, disability, age, genetic information, or any other status protected under applicable federal, state, or local laws. Our policy reflects and affirms the Company's commitment to the principles of fair employment and the elimination of all discriminatory practices. Details of our equal employment opportunity policies are further explained in Part 2 below.

Your Employment Relationship with the Company

Like most American companies, Pro Way Hair School generally does not offer individual employees a formal employment contract with the Company. Employment is "at will," meaning that you or the Company may end your employment at any time for any lawful reason.

This Employee Handbook is not a contract. It does not create any agreement, express or implied, guaranteeing you any specific terms or conditions of employment. Nothing contained in this Handbook should be construed as creating a contract guaranteeing employment for any specific duration, nor does the Handbook obligate you to continue your employment for a specific period. Unless you have entered into an employment agreement that supersedes this document, either you or the Company may terminate the employment relationship at any time. The Handbook does not guarantee any prescribed process for discipline and discharge.

No manager or other representative of the Company, other than the President, has the authority to enter any agreement guaranteeing employment for any specific period. No such agreement shall be enforceable unless it is in writing and signed by the President¹ and the employee.

Recruitment and Hiring

The Company's primary goal when recruiting new employees is to fill vacancies with persons who have the best available skills, abilities or experience needed to perform the work. Decisions regarding the recruitment, selection and placement of employees are made based on job-related criteria.

When positions become available, qualified current employees are encouraged and are welcome to apply for the position. As openings occur, notices relating general information about the position are posted. The manager of the department with the opening will arrange interviews with employees who apply.

We encourage current employees to recruit new talent for our Company.

Employment Classifications

The following terms will be used to describe employment classifications and status:

Exempt Employees

Exempt employees are not subject to the overtime pay provisions of the federal Fair Labor Standards Act (FLSA). An exempt employee is one whose specific job duties and salary meet all the requirements of the U.S. Department of Labor's regulations. In general, an exempt employee is one who is paid on a salary basis at not less than \$455 per week who holds an administrative, professional, or management position. Certain outside salespersons and a few other job categories are also exempt.

Non-Exempt Employees

Salaried employees who are not administrative, professional, or managerial employees (as defined by the U.S. Department of Labor) and many hourly employees are generally not exempt from the FLSA's overtime provisions.

Full-Time Employee

Full-time employees are those who are regularly scheduled to work at least *30 hours* per week that are not hired on a temporary basis.

Part-Time Employee

Part-time employees are those who are regularly scheduled to work fewer than *30 hours* per week that are not hired on a temporary basis. Part-time employees are not eligible for Company paid benefits.

Temporary Employee

Employees hired for an interim period, usually to fill in for vacations, leaves of absence, or projects of a limited duration. Temporary employees are not eligible for Company paid benefits, except as required by law.

Orientation and Training

To help you become familiar with the Company and our way of doing things, the Company will provide an orientation and training session within the first few days after you begin work. Some of the content of the session will depend in large part on the nature of your responsibilities, while other parts will be applicable to all employees. In addition, the Company may periodically offer additional training or educational programs. Some programs may be voluntary, while others will be required.

Immigration Law Applicable to All Employees

The Company complies with the Immigration Reform and Control Act of 1986 by employing only U.S. citizens and non-citizens who are authorized to work in the United States. All employees are asked on their first day of work to provide original documents verifying the right to work in the United States and to sign a verification form required by federal law (Form I-9). If

you cannot verify your right to work in the United States within three (3) days of hire, the Company is required by law to terminate your employment.

Hours of Work

The work week is generally from Tuesday through Friday, with normal operating hours from 8:30 a.m. to 5:00 p.m. Specific schedules, start and end times as well as lunch breaks may be determined by needs of the department and with the approval of your direct supervisor.

Flex Time and Telecommuting

The company offers employees the opportunity to telecommute however, not all jobs are suitable for telecommuting. You may telecommute up to [one (1) day] per week with the approval of your supervisor.

Overtime

Because of the nature of our business, your job may periodically require overtime work. If the Company requires that you work overtime, we will give you as much notice as possible. You should not work overtime hours without prior approval by your immediate supervisor or the designated manager.

Attendance and Punctuality

It is important for you to report to work on time and to avoid unnecessary absences. The Company recognizes that illness or other circumstances beyond your control may cause you to be absent from work from time to time. However, frequent absenteeism or tardiness may result in disciplinary action up to and including discharge. Excessive absenteeism or frequent tardiness puts an unnecessary strain on your co-workers and can have a negative impact on the success of the Company.

You are expected to report to work when scheduled. Whenever you know in advance that you are going to be absent, you should notify your immediate supervisor or the designated manager. If your absence is unexpected, you should attempt to reach your immediate supervisor as soon as possible, but in no event later than one hour before you are due at work. In the event your immediate supervisor is unavailable, you must speak with a manager. If you must leave a voicemail, you must provide a number where your supervisor may reach you if need be.

Some, but not all, absences are compensated under the Company's leave and benefits policies described in Part 5.

You are expected to be at your workstation at the beginning of each business day. If you are delayed, you must call your immediate supervisor to state the reason for the delay. As with absences, you must make every effort to speak directly with a manager. Regular delays in reporting to work will result in disciplinary action up to and including discharge.

Inclement Weather

The Company is open for business unless there is a government-declared state of emergency or unless you are advised otherwise by your supervisor. There may be times when we will delay

opening, and on rare occasions, we may have to close. Use common sense and your best judgment when traveling to work in inclement weather.

If the Company's facilities are closed by the Company, employees will be paid for the day. If the Company's facilities are open and you are delayed getting to work or cannot get to work at all because of inclement weather, the absence will be charged to (1) vacation time, or (2) unpaid time off, in that order. You should always use your judgment about your own safety in getting to work.

When severe weather develops or is anticipated to develop during the day and a decision is made by the Company to close before [5:30 p.m.], you will be compensated as if you had worked to the end of your regularly scheduled hours for that day. If you elect to leave prior to the time the Company closes, you will be required to use personal/sick time or vacation time in an amount equal to the number of hours between the time you left and the time the office closed.

Dress Code and Public Image

As an employee of the Company, we expect you to present a clean and professional appearance when you represent us, whether you are in or outside of the office. You are, therefore, required to dress in appropriate business attire and to behave in a professional, businesslike manner. It is essential that you act in a professional manner and extend the highest courtesy always to co-workers, visitors, customers, vendors and clients. A cheerful and positive attitude is essential to our commitment to extraordinary customer service and exceptional quality.

The current Company dress code is business casual. Please keep in mind, however, that the Company is a professional business office, where clients and others often visit. Generally, clean, neat clothing is acceptable. However, torn jeans or other torn clothing and tee shirts with inappropriate verbiage or pictures are not appropriate casual attire. As always, please use common sense in your choice of business attire.

It is the intent of this policy to comply with applicable state, local and federal laws prohibiting discrimination based on color, race, religion, sex (including pregnancy, sexual orientation and gender identity), national origin, disability, age, genetic information and any other status protected under such laws.

Children in The Workplace

Definition

For purposes of this policy, a child is defined as an individual under the age of 18 years who is not a student or employee of Pro Way Hair School.

The presence of children in the workplace with the employee parent during the employee's workday is inappropriate and is to be avoided. Pro Way Hair School employees are not to bring children to the workplace except as permitted for authorized events such as an anniversary party, family-friendly office gatherings, and picnics in which children are explicitly welcome. This policy is established to avoid disruptions in job duties of the employee and co-workers, reduce property liability, and help maintain the company's professional work environment.

Salon / Barber Services

Children of employees may receive salon or barber services provided they are chaperoned by an adult (not employee) and will exit premises upon completion of service.

Sick Children

A child who has an illness that prevents him or her from being accepted by a regular day care provider/ school, particularly a child with a contractible illness, may not be brought to the workplace under any circumstances.

Child Care

The workplace may not be used as an alternative for regular childcare. When childcare arrangements break down, an employee should seek alternatives to bringing the child to the workplace. In such cases, an employee typically uses accrued leave hours or leave without pay and cares for a child at home. In such instances, the employee must notify the direct supervisor.

Workspace

Employees are responsible for maintaining the workspace assigned to them. A clean, orderly workspace provides an environment conducive to working efficiently. Employees should keep in mind that their workspace is part of a professional environment that portrays the Company's overall dedication to providing quality service to its clients. Therefore, your workspace should be clean, organized and free of items not required to perform your job.

Office Equipment

Certain equipment is assigned to staff depending on the needs of the job, such as a calculator, personal computer, printer and access to our central computers and servers. This equipment is the property of the Company and cannot be removed from the office without prior approval from your supervisor. It is expected that you will treat this equipment with care and report any malfunctions immediately to staff members equipped to diagnose the problem and take corrective action.

Personnel Records

It is important that the Company maintain accurate personnel records always. You are responsible for notifying your immediate supervisor of any change in name, home address, telephone number, marital status, number of dependents, immigration status, or any other pertinent information. By promptly notifying the Company of such changes, you will avoid compromise of your benefit eligibility, the return of W-2 forms, or similar inconvenience.

Performance Reviews, Salary Reviews

You will have your first performance review at the end of your first three (3) months of employment with the Company. Thereafter, performance reviews will normally be conducted annually. All performance reviews will be completed in writing by your supervisor or manager on the form designated by the Company and reviewed during a conference with you. Factors considered in your review include the quality of your job performance, your attendance, meeting the requirements of your job description, dependability, attitude, cooperation, compliance with Company employment policies, any disciplinary actions, and year-to-year improvement in

overall performance. Compensation increases are given by the Company at its discretion in consideration of various factors, including your performance review.

Internet Access

Access to the Internet is given principally for work-related activities or approved educational / training activities. Incidental and occasional personal use and study use is permitted. This privilege should not be abused and must not affect the employee's performance of employment-related activities.

Right to Monitor

The Company email and Internet system is always the property of the Company. By accessing the Internet, Intranet and electronic mail services through facilities provided by the Company, you acknowledge that the Company (by itself or through its Internet Service Provider) may from time-to-time monitor, log and gather statistics on employee Internet activity and may examine all individual connections and communications. Please note that the Company uses email filters to block spam and computer viruses. These filters may from time to time block legitimate email messages.

Responsibilities and Obligations

Employees may not access, download or distribute material that is illegal, or which others may find offensive or objectionable, such as material that is pornographic, discriminatory, harassing, or an incitement to violence.

Complete respect and compliance with copyright laws and intellectual property rights of both the Company and other parties must always be adhered to. When using web-based sources, you must provide appropriate attribution and citation of information to the websites. Software must not be downloaded from the Internet without the prior approval of qualified persons within the Company.

Violation of this Policy

In all circumstances, use of Internet access and email systems must be consistent with the law and Company policies. Violation of this policy is a serious offense and subject to the requirements of the law, may result in a range of sanctions, from restriction of access to electronic communication facilities to disciplinary action, up to and including termination.

Email

The email system is the property of the Company. All emails are archived on the server in accordance with our records retention policy, and all emails are subject to review by the Company. You may make limited use of our email system for personal business matters, so long as such use is kept to a minimum and does not interfere with your work.

The Company email system is Company property, and as such, is subject to monitoring. System monitoring is done for your protection and the protection of the rights or property of the provider of these services. Please consider this when conducting personal business using Company hardware and software.

Electronic mail is like any other form of Company communication and may not be used for harassment or other unlawful purposes. Your email account is a Company-provided privilege and is Company property. Remember that when you send email from the Company domain, you represent the Company whether your message is business-related or personal.

Confidentiality of Electronic Mail

As noted above, electronic mail is always subject to monitoring, and the release of specific information is subject to applicable laws and Company rules, policies and procedures on confidentiality. Existing rules, policies and procedures governing the sharing of confidential information also apply to the sharing of information via commercial software.

Social Media

The term “social media” includes all means of communicating or posting information or content of any sort on the Internet, including to your own or someone else’s web log or blog, journal or diary, personal website, social networking or affinity website, web bulletin board, or a chat room, whether associated or affiliated with the Company, as well as any other form of electronic communication. The same principles and guidelines found in the Company rules, policies and procedures apply to an employee’s social media activities online.

Any conduct that adversely affects an employee’s job performance or the performance of fellow employees, or otherwise adversely affects the Company’s legitimate business interests, may result in disciplinary action, up to and including termination. Similarly, inappropriate postings, including but not limited to discriminatory remarks, harassment and threats of violence or similar inappropriate or unlawful conduct will not be tolerated and may result in disciplinary action, up to and including termination. However, this restriction will not apply to any postings made in the exercise of any rights granted to an employee by federal law.

Telephones

Access to the Company telephone system is given principally for work-related activities or approved educational / training activities. Incidental and occasional personal use is permitted. This privilege should not be abused and must not affect the employee’s performance of employment-related activities. Telephone usage should be based upon cost-effective practices that support the Company’s mission and should comply with applicable rules and regulations.

You should use common sense and your best judgment when making or receiving personal cellular phone calls at work. To the extent possible, employees should make personal cell phone calls during their breaks or lunch times. The use of cameras on cell phones during work hours is prohibited to protect the privacy of the Company as well as of fellow employees. However, this restriction will not apply to any recordings made in the exercise of any rights granted to an employee by federal law.

The Company telephone system is always the property of the Company. By accessing the telephone system through facilities provided by the Company, you acknowledge that the Company has the right to monitor its telephone system from time to time to ensure that employees are using the system for its intended purposes.

The Company prohibits the use of hand-held cellular devices while driving. Employees are strongly encouraged to use a hands-free cellular device while driving, should the use become a necessity in the course of employment. Sending and/or receiving text messages is expressly prohibited while operating any vehicle.

Smoking

To provide a safe and comfortable working environment for all employees, smoking is always strictly prohibited inside any Company building.

Drug-Free Workplace

The Company takes seriously the problem of drug and alcohol abuse and is committed to providing a substance abuse-free workplace for its employees. Substance abuse of any kind is inconsistent with the behavior expected of our employees, subjects all employees and visitors to our facilities to unacceptable safety risks, and undermines our ability to operate effectively and efficiently.

Substance Abuse

The Company recognizes alcohol and drug abuse as potential health, safety, and security problems. The Company expects all employees to assist in maintaining a work environment free from the effects of alcohol, drugs, or other intoxicating substances. Compliance with this substance abuse policy is made a condition of employment, and violations of the policy may lead to discipline and/or discharge.

All employees are prohibited from engaging in the unlawful manufacture, possession, use, distribution or purchase of illicit drugs, alcohol or other intoxicants, as well as the misuse of prescription drugs on Company premises or at any time and any place during working hours. While we cannot control your behavior off the premises on your own time, we certainly always encourage you to behave responsibly and appropriately. All employees are required to report to their jobs in appropriate mental and physical condition, ready to work.

Substance abuse is an illness that can be treated. Employees who have an alcohol or drug abuse problem are encouraged to seek appropriate professional assistance. You may inform your immediate supervisor, designated manager, or Human Resources for assistance in seeking help to address substance abuse, who can also help you determine coverage available under the Company's medical insurance plan.

When work performance is impaired, admission to or use of a treatment or other program does not preclude appropriate action by the Company.

Any violator of this substance abuse policy will be subject to disciplinary action up to and including termination of employment.

Safety and Accident Rules

Safety is a joint venture at the Company. We provide a clean, hazard-free, healthy, safe environment in which to work and make every effort to comply with all relevant federal, state

and local occupational health and safety laws, including the federal Occupational Safety and Health Act. As an employee, you have a duty to comply with the safety rules of the Company, and you are expected to take an active part in maintaining this hazard-free environment. You should observe all posted safety rules, adhere to all safety instructions provided by your supervisor, and use safety equipment where required. Your workspace should be kept neat, clean, and orderly. You are required to report any accidents or injuries – including any breaches of safety – and to promptly report any unsafe equipment, working condition, process or procedure to a supervisor. In addition, if you become ill or get hurt while at work, you must notify your manager immediately. Failure to do so may result in a loss of benefits under the state workers' compensation law.

Failure to abide by the Company's safety and accident rules may result in disciplinary action, up to and including termination.

Workplace Violence Prevention Policy

As stated above, the Company is committed to the safety and security of our employees. Workplace violence presents a serious occupational safety hazard to our organization, staff, and clients.

Workplace violence includes any physical assault or act of aggressive behavior occurring where an employee performs any work-related duty in the course of his or her employment including but not limited to an attempt or threat, whether verbal or physical, to inflict physical injury upon an employee; any intentional display of force which would give an employee reason to fear or expect bodily harm; intentional and wrongful physical contact with a person without his or her consent that entails some injury; or stalking an employee with the intent of causing fear of material harm to the physical safety and health of such employee when such stalking has arisen through and in the course of employment.

Acts of violence by or against any of our employees where any work-related duty is performed will be thoroughly investigated and appropriate action will be taken, including involving law enforcement authorities when warranted. All employees are responsible for helping to create an environment of mutual respect as well as clients and visitors, following all policies, procedures and practices, and for assisting in maintaining a safe and secure work environment.

Promotions and Transfers

To match you with the job for which you are most suited and/or to meet the business and operational needs of the Company, you may be transferred from your current job. This may be either at your request or because of a decision by the Company.

Reasons for transfer may include, but are not necessarily limited to, fluctuations in department workloads or production flow; a desire for more efficient utilization of personnel; increased career opportunities; personality conflicts; health; other personal situations; or other business reasons.

Most job openings that are intended to be filled from within the Company will be posted on the *[Insert where postings occur, e.g., company intranet, bulletin board, newsletter]*. The

management of the Company does reserve the right, however, to transfer or promote an employee without posting the availability of that position. Temporary transfers may be made at the discretion of the Company management.

You are eligible to request a transfer and to be considered for promotions upon completion of [six (6) months] of satisfactory performance in your current job. Your eligibility is also dependent, of course, on your having the needed skills, education, experience and other qualifications that are required for the job. However, a transfer may take place within the first [six (6) months] of employment if the management of the Company believes that it is in the best interest of the Company to make an exception to this guideline.

Part 2 – Anti-Discrimination & Harassment

Discrimination Is Prohibited

The Company is an equal opportunity employer and makes all employment decisions without regard to race, religion, color, sex (including pregnancy, sexual orientation, and gender identity), national origin, disability, age, genetic information, or any other status protected under applicable federal, state, or local laws. This policy applies to all terms and conditions of employment, including but not limited to, hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, benefits, compensation, and training. We seek to comply with all applicable federal, state, and local laws related to discrimination and will not tolerate the interference with the ability of any of the Company's employees to perform their job duties.

The Company makes decisions concerning employment based strictly on an individual's qualifications and ability to perform the job under consideration, the comparative qualifications and abilities of other applicants or employees, and the individual's past performance within the organization.

If you believe that an employment decision has been made that does not conform with management's commitment to equal opportunity, you should promptly bring the matter to the attention of your immediate supervisor, designated manager, or Human Resources. Your complaint will be promptly, thoroughly, and impartially investigated. There will be no retaliation against any employee who files a complaint in good faith, even if the result of the investigation produces insufficient evidence to support the complaint.

Americans with Disabilities Act

The federal Americans with Disabilities Act (ADA) prohibits discrimination against qualified individuals with disabilities in job application procedures, hiring, firing, advancement, compensation, fringe benefits, job training and other terms, conditions and privileges of employment. The ADA does not alter the Company's right to hire the best-qualified applicant, but it does prohibit discrimination against a qualified applicant or employee because of his or her disability, or because of a perceived disability. As a matter of Company policy, the Company prohibits discrimination of any kind against people with disabilities.

Disabled Defined

An applicant or employee is considered disabled if he or she (1) has a physical or mental impairment that substantially limits one or more major life activities; (2) has a record or history of such an impairment; or (3) is regarded or perceived (correctly or incorrectly) as having such impairment.

A qualified employee or applicant with a disability is an individual who satisfies the requisite skill, experience, education, and other job-related requirements of the position held or desired, and who, with or without reasonable accommodation, can perform the essential functions of that position.

Reasonable Accommodation

A reasonable accommodation is any change in the work environment (or in the way things are usually done) to help a person with a disability apply for a job, perform the duties of a job, or enjoy the benefits and privileges of employment.

Qualified applicants or employees who are disabled should request reasonable accommodation from the Company to allow them to perform a particular job. If you are disabled and you desire such reasonable accommodation, contact your immediate supervisor, designated manager, or Human Resources. On receipt of your request, we will meet with you to discuss your disability. We may ask for information from your health care provider(s) regarding the nature of your disability and the nature of your limitations or take other steps necessary to help us determine viable options for reasonable accommodation. We will then work with you to determine whether your disability can be reasonably accommodated, and if it can be accommodated, we will explore alternatives with you and endeavor to implement a mutually agreeable accommodation.

Reasonable accommodation may take many forms and it will vary from one employee to another. Please note that according to the ADA, the Company does not have to provide the exact accommodation you want, and if more than one accommodation works, we may choose which one to provide. Furthermore, the Company does not have to provide an accommodation if doing so would cause undue hardship to the Company.

Workplace Harassment

The Company is committed to providing a work environment that provides employees equality, respect and dignity. In keeping with this commitment, the Company has adopted a policy of “zero tolerance” about employee harassment. Harassment is defined under federal law as unwelcome conduct that is based on race, color, religion, sex (including pregnancy, sexual orientation and gender identity), national origin, age (40 or older), disability or genetic information. Harassment becomes unlawful where: (1) enduring the offensive conduct becomes a condition of continued employment; or (2) the conduct is severe or pervasive enough to create a work environment that a reasonable person would consider intimidating, hostile, or abusive.

This policy applies to all terms and conditions of employment. Harassment of any other person, including, without limitation, fellow employees, contractors, visitors, clients or customers, whether at work or outside of work, is grounds for immediate termination. The Company will make every reasonable effort to ensure that its entire community is familiar with this policy and that all employees are aware that every complaint received will be promptly, thoroughly and impartially investigated and resolved appropriately. The Company will not tolerate retaliation against anyone who complains of harassment or who participates in an investigation.

Sexual Harassment

Sexual harassment is prohibited by federal, state and local laws, and applies equally to men and women. Federal law defines sexual harassment as unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when the conduct: (1) explicitly or implicitly affects a term or condition of an employee’s employment; (2) is used as the basis for employment decisions affecting the employee; or (3) unreasonably interferes with an employee’s work performance or creates an intimidating, hostile or offensive working environment.

Such conduct may include but is not limited to: subtle or overt pressure for sexual favors; inappropriate touching; lewd, sexually oriented comments or jokes; foul or obscene language; posting of suggestive or sexually explicit posters, calendars, photographs, graffiti, or cartoons; and repeated requests for dates. Company policy further prohibits harassment and discrimination based on sex stereotyping. (Sex stereotyping occurs when one person perceives a man to be unduly effeminate or a woman to be unduly masculine and harasses or discriminates against that person because he or she does not fit the stereotype of being male or female.) The Company encourages reporting of all perceived incidents of sexual harassment, regardless of who the offender may be. Every employee is encouraged to raise any questions or concerns with his or her immediate supervisor, designated manager, or Human Resources.

Supervisors’ Responsibilities

All managers are expected to ensure a work environment free from sexual and other harassment. They are responsible for the application and communication of this policy within their work area. Managers should:

- Encourage employees to report any violations of this policy *before* the harassment becomes severe or pervasive.

- Make sure the Human Resources Department is made aware of any inappropriate behavior in the workplace.
- Create a work environment where sexual and other harassment is not permitted.

Procedures for Reporting and Investigating Harassment

Employees should report incidents of inappropriate behavior or sexual harassment as soon as possible after the occurrence. Employees who believe they have been harassed, regardless of whether the offensive act was committed by a manager, co-worker, vendor, visitor, or client, should promptly notify their immediate supervisor, designated manager, or Human Resources.

If the employee's immediate supervisor is involved in the incident, the employee should report the incident to the Human Resources Department. Every claim of harassment will be treated seriously, no matter how trivial it may appear. All complaints of harassment, sexual harassment, or other inappropriate sexual conduct will be promptly, thoroughly and impartially investigated by the Company.

There will be no retaliation for filing or pursuing a harassment claim. To the extent possible, all complaints and related information will remain confidential except to those individuals who need the information to investigate, educate, or act in response to the complaint.

All employees are expected to cooperate fully with any ongoing investigation regarding a harassment incident. Employees who believe they have been unjustly charged with harassment can defend themselves verbally or in writing at any stage of the investigation. To protect the privacy of persons involved, confidentiality will be maintained throughout the investigatory process to the extent practicable and appropriate under the circumstances. Investigations may include interviews with the parties involved, and where necessary, individuals who may have observed the alleged conduct or who may have relevant knowledge.

At the conclusion of a harassment investigation, the complainant and the "alleged harasser" shall be informed of the determination. Where appropriate, the "harasser" and the "victim" may be offered mediation or counseling through an employee assistance program (EAP).

Penalties for Violation of Anti-Harassment Policy

If it is determined that inappropriate conduct has occurred, the Company will act promptly to eliminate the offending conduct, and take such action as is appropriate under the circumstances. Such action may range from counseling to termination of employment, and may include such other forms of disciplinary action, as the Company deems appropriate under the circumstances and in accordance with applicable law.

Policy on Non-Fraternization

I. Purpose and Scope

Pro Way Hair School strives to provide an environment for students, faculty and staff that is respectful, fair and free of unlawful harassment or discrimination. In keeping with its commitment to provide equal opportunity to students, faculty and staff, and to avoid potential

conflicts of interest, favoritism, exploitation, harassment or breaches of professional standards, the university prohibits romantic or sexual relationships where there is supervision, direction or control between the parties. This policy applies to all Employees, as defined herein.

II. Definitions

For purposes of this policy:

“Supervisor” shall mean any person who has the authority and/or responsibility to hire, promote, discipline, evaluate, assign or direct faculty, staff or employees of the university.

“Employee” shall mean any person employed by the university in any capacity, whether faculty or staff. Solely for the purposes of this policy, graduate research and teaching assistants shall be treated like employees when their relationship with a student entails any responsibility or authority for instructing, evaluating, assigning or advising the student.

III. Policy

No employee shall pursue, have or maintain a romantic or sexual relationship with any undergraduate student.

b. Graduate/Professional Students

Pro Way Hair School strongly discourages romantic or sexual relationships between employees and graduate or professional students. No employee shall pursue, have or maintain a romantic or sexual relationship with any graduate or professional student whom the employee is responsible for teaching, grading, advising or otherwise supervising. In the event, such a relationship exists, the involved employee shall report such relationship immediately to his or her supervisor, who shall take appropriate steps consistent with this policy, including the removal of any reporting, grading, teaching, advising or similar relationships between the employee and the student.

c. Faculty, Staff and other Employees

No supervisor shall have or pursue a romantic or sexual relationship with any employee who reports to the supervisor or over whom the supervisor has the authority and/or responsibility to hire, promote, discipline, evaluate, assign or direct. If such a relationship exists, both the involved supervisor and involved employee shall report such relationship to the next-level supervisor, to whom the supervisor reports. The next-level supervisor shall take appropriate steps consistent with this policy, including the removal of any reporting or similar relationship between the supervisor and the employee.

d. Reporting

Any employee who becomes aware of a relationship prohibited by this policy should report such relationship to their supervisor, which shall coordinate with the supervisor of the involved employee(s) to take appropriate action consistent with this policy.

e. Enforcement

Employees who violate this policy will be subject to discipline, up to and including termination of employment.

f. Exceptions

Upon request, Pro Way Hair School may grant exceptions to this policy if it determines that an otherwise prohibited relationship 1) existed prior to the professional or academic relationship between the parties at Pro Way Hair School, and 2) does not present a likelihood of abuse of power by or exploitation of either party.

Part 3 – Compensation

Payroll Practices

Employees are paid on or about the 15th and the last business day of each month. If the regularly scheduled payroll date falls on a Saturday or Sunday, the Company will attempt to deliver paychecks on Friday. When a payroll date falls on a holiday, employees will, when possible, be paid on the last business day before the holiday. Otherwise, employees will be paid on the first business day following the scheduled payroll date. Pro Way has a direct deposit only payroll.

Salary Deductions and Withholding

The Company will withhold the following from your paycheck:

Taxes

Federal, state, and local taxes, as required by law, as well as the required FICA (Social Security and Medicare) payments.

Insurance

Your contribution to health insurance or other insurance premiums for yourself and any eligible family members or to other contributory benefit programs.

Other Deductions

Other deductions which you authorize, AFLAC and Simple IRA contributions.

Direct Deposit

You may have your paycheck deposited directly into your bank account. You will be given the authorization form for deposit by your immediate supervisor, designated manager, or Human Resources.

Part 4 – Benefits

General

This section describes the fringe benefits provided by the Company and information on your eligibility for benefits. Details regarding each benefit plan are contained in the Company's Benefit Booklet. Benefit plans governed by the federal Employee Retirement Income Security Act (ERISA) may be further described in formal summary plan descriptions or other legal documents available for your review in the Human Resources Department.

Full-time employees are eligible to participate in the various insurance programs offered by the Company on their first day of employment. Periodically there will be an Open Enrollment period (described below). If you decline to participate in these programs on your initial eligibility date, you may request entry into the plan during Open Enrollment or Special Enrollment (described below).

Medical Insurance

The Company offers medical insurance to all full-time employees. Employees may choose from several plans. Details of the plans may be found in the benefit booklets. This Handbook does not constitute such a legal document. The Company offers medical and dental coverage for eligible employees and their eligible dependents. These programs are administered by a major-medical insurance carrier or health maintenance organization (HMO). An employee contribution for coverage will be deducted from your salary based on your benefit selections. Your Summary Plan Description (SPD) contains more details about these plans. For more details, please refer to the specific SPD that governs each of the plans. In the event of any conflict between the information contained in this Handbook and in the Company's SPDs, the SPDs shall govern. These plans are subject to change at the Company's discretion. Additionally, the amount that you may be required to contribute towards the premiums for any of these plans may be changed at the Company's discretion.

Employee Contributions

The Company's benefit package is contributory; that is, you are responsible for a portion of the premium for your benefits. A portion of the premium, up to a maximum per month, is contributed by the Company. Your contributory cost is deducted from your paycheck.

Late Applicants

At the time, you are hired, you are given an opportunity to elect certain benefits. If you waive participation in any of these programs for either yourself or your eligible dependents, you will generally be allowed to apply for entry into the various plans only during Open Enrollment.

Open Enrollment

The Open Enrollment period allows employees to add or change their benefits coverage. Applications for medical, dental, life insurance and supplemental life insurance may be submitted during this period. Changes, additions, and other elections made during Open

Enrollment will take effect on the effective date following the Open Enrollment period. Once you have made a change, you generally cannot change that selection until the next Open Enrollment period (except in the case of certain life events; see Special Enrollment).

Special Enrollment

Special enrollment allows individuals who previously declined coverage to enroll in the plan upon loss of eligibility for other coverage and upon certain life events, such as marriage and the birth, adoption, or placement for adoption of a child. Employees must generally request enrollment within 30 days of the loss of coverage or life event triggering the special enrollment. For specific details regarding special enrollment, please refer to your Summary Plan Description.

Continuation of Health Coverage

Federal law generally requires employers with 20 or more employees to give employees, spouses (including same-sex spouses) and dependent children the right to continue group health benefits for limited periods of time under certain circumstances, such as voluntary or some types of involuntary job loss, reduction in hours worked, death, divorce and other life events. Employees ordinarily may continue their health coverage for up to 18 months when their employment is terminated.

Dental Insurance

The Company offers a dental plan for eligible employees. Please refer to the dental Summary Plan Description for an explanation of the plan benefits and limitations.

Life Insurance

Full-time employees are eligible for group term life insurance program if they enroll in the Medical Insurance in place for our institution. Enrollees may designate or change the beneficiary for this policy at any time.

Supplemental Life Insurance

Full-time employees are eligible to purchase supplemental life insurance for themselves at group rates. Supplemental life insurance is a voluntary benefit and is employee specific. Enrollees should refer to the plan SPD for eligibility requirements, plan limitations and additional information.

Workers' Compensation Insurance

To provide for payment of your medical expenses and for partial salary continuation in the event of a work-related accident or illness, you are covered by workers' compensation insurance, provided by the Company, and based on state regulations. The amount of benefits payable, as well as the duration of payments, depends upon the nature of your injury or illness. However, all medical expenses incurred in connection with an on-the-job injury or illness and partial salary payments are paid in accordance with applicable state law. If you are injured or become ill on the job, you must immediately report the injury or illness to your manager (and if applicable, Human Resources Department). This ensures that the Company can help you obtain appropriate medical treatment. Your failure to follow this procedure may delay your benefits or may even jeopardize your receipt of benefits. Questions regarding workers' compensation insurance should be directed to the supervisor.

Travel

The Company will reimburse you for reasonable business and travel expenses incurred during Company business. All flights within the continental United States must be in coach.

Part 5 – Holidays, Vacation and Other Leave

Religious Observance

Federal and state equal opportunity laws generally require employers to accommodate the religious beliefs of employees, but do not require them to provide paid PTO. This leave must be requested through the department supervisor two weeks prior to the event.

Vacation

The Company recognizes the importance of vacation time in providing rest, recreation, and personal enrichment. Vacations are established by the institution a calendar-year basis.

Full-time and part-time employees receive vacation time as follows:

A Spring break week and two weeks as a Holiday break.

Accrual and Carryover

Employees become eligible for vacation after the ninety-day probation period of employment. Employees may not carry over vacation days from one year to the next.

Procedure

Time off requests are approved by your immediate supervisor.

Holiday Pay

Employees are entitled to the following paid holidays if it is a regularly scheduled workday:

New Year's Day
Birthday of Martin Luther King, Jr.
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Day after Thanksgiving
Holiday Break

Personal Time Off (PTO)

PTO may be used for the following:

- Medical and dental appointments for yourself or family members.
- Your personal illness or that of a member of your family; or
- Personal business that cannot be tended to outside of work hours, e.g., a house closing.

You are not required to give any specific reason for PTO. However, when you do take PTO, you should give your immediate supervisor as much notice as possible. Time off other than official school closures (mandated vacation periods, holidays, weather related etc.) are considered PTO and are unpaid time off.

Notification Procedures

When you are absent from work and your absence has not been previously scheduled, you must personally notify your immediate supervisor or manager as soon as you are aware that you will be late or unable to report to work. Leaving a voicemail, text or message with another staff member does not qualify as notifying your supervisor.

When absence is due to illness, the Company reserves the right to require appropriate medical documentation. Such documentation need only include the employee's name, the date and time the employee was seen, and if applicable, a specific instruction regarding the employee's incapacity to perform his or her job. Excessive absenteeism or tardiness can result in discipline, up to and including discharge. (Also, see the section on Family & Medical Leave for extended leave situations.)

Bereavement Leave

Employees will receive [*one (1) day*] of paid time off in the event of the death of a member of their immediate family. Immediate family includes spouses, domestic partners, children, parents, parents-in-law, brothers or sisters, and brothers-in-law or sisters-in-law.

Military Service Leave

Employees serving in the uniformed services, including the Army, Navy, Marine Corps, Air Force, Coast Guard and Public Health Service commissioned corps, as well as the reserve components of each of these services, may take unpaid military leave, as needed, to enable them to fulfill their obligations as servicemembers. Servicemembers must provide advance written or verbal notice to the Company for all military duty, unless giving notice is impossible, unreasonable, or precluded by military necessity. Employees should provide notice as far in advance as is reasonable under the circumstances.

Civic Duty Leave

Jury Duty

The Company encourages employees to fulfill their civic duties. To that end, employees will be allowed leave to serve on a jury, if summoned. We request that you bring in a copy of your summons notice as soon as you receive it, so that we may keep it on file. If you are called during a particularly busy period, we may ask you to request a postponement. The Company will provide additional documentation in this regard, if necessary, to obtain such postponement.

Jury duty can last from a portion of a single day to several months or more. During this time, you will be considered on a leave of absence and will be entitled to continue to participate in insurance and other benefits as if you were working. While serving on jury duty, you are expected to call in to your supervisor periodically to keep him or her apprised of your status.

The Company will compensate full-time employees for the difference between jury duty compensation and your current daily pay for the first [*five (5) days*] of jury service (or in accordance with applicable law, if different). If additional time is required, it will be granted, but without pay.

Appearance as a Witness

An employee called to appear as a witness will be permitted time off to appear, but without pay. Employees will be permitted to use accrued vacation time when appearing as witnesses.

Voting

The Company encourages all employees to vote. Most polling facilities for elections for public office are scheduled to accommodate working voters. The Company, therefore, requests that employees schedule their voting for before or after their work shift. An employee who expects a conflict, however, should notify his or her supervisor, in advance, so that schedules can be adjusted if necessary.

Part 6 – Miscellaneous

Leaving the Company

If you wish to resign your employment with the Company, you are requested to notify your manager of your anticipated departure date at least two (2) weeks in advance. This notice should be in the form of a written note or letter.

The Company asks all employees to participate in an exit interview with their immediate supervisor prior to leaving the Company. This provides an opportunity to return parking passes, keys, and other property and to tie up any loose ends. You will receive preliminary information at that time regarding continuation coverage and any other continuation of benefits for which you may be eligible.

If you leave the Company in good standing, you may be considered for reemployment. However, in the case of rehiring, you may be considered a new employee with respect to vacation time, benefits, and seniority.

Grievance / Dispute Resolution

In a perfect world, every employment relationship would be smooth and harmonious. However, there are, unfortunately, times when employees and employers disagree. These disagreements often arise in the context of involuntary employment termination, but there may be disagreements regarding the right to a promotion, expense reimbursement, or a parade of other things.

All employees of the Company agree to first seek to mediate any dispute with supervisor and appropriate company personnel. Grievance Policy is listed below. The Company with a mediator from the American Arbitration Association or similar organization trained and experienced in employment disputes. If mediation is not successful, both the Company and the employee agree to submit their dispute to arbitration. The arbitrator will be chosen from a panel presented by the American Arbitration Association, or such other organization as is acceptable to both parties. The cost of the arbitrator will be split between the Company and the employee. Each party will be responsible for its own attorney or other related fees. Both the Company and the employee acknowledge that by agreeing to arbitrate each gives up its right to litigate their employment dispute in court or to submit it to a jury. The decision of the arbitrator is final and binding.

However, either party may seek a court of competent jurisdiction enforce an arbitration award. In addition, the Company retains the right to seek injunctive or other relief in the case of misappropriation of trade secrets or other confidential information, or any other action by an employee which might reasonably be expected to lead to irreparable harm to the Company.

###

Grievance policy brief, purpose & scope

The Pro Way Hair School grievance procedure policy explains how employees can voice their complaints in a constructive way. Supervisors and senior management should know everything that annoys employees or hinders their work, so they can resolve it as quickly as possible. Employees should be able to follow a fair grievance procedure to be heard and avoid conflicts. The company encourages employees to communicate their grievances. That way we can foster a supportive and pleasant workplace for everyone. This policy refers to everyone in the company regardless of position or status.

Procedures

Employees are encouraged to talk to each other to resolve their problems. When this isn't possible, employees should know how to file a grievance:

1. Communicate informally with their direct supervisor. The supervisor will try to resolve the problem. When employees want to complain about their supervisor, they should first try to discuss the matter and resolve it between them. In that case, they're advised to request an informal meeting. Supervisors should try to resolve any grievance as quickly

as possible. When they're unable to do so, they should refer to an appropriate management member and cooperate with all other procedures.

2. If the grievance relates to a supervisor behavior that can bring disciplinary action (e.g., sexual harassment or violence), employees should refer directly to the next level supervisor.

The Management representative (or appropriate person) should follow the procedure below:

1. Ask employee to fill out a grievance form*
2. Talk with the employee to ensure the matter is understood completely.
3. Provide the employee who faces allegations with a copy of the grievance.
4. Organize mediation procedures (e.g., arranging a formal meeting)
5. Investigate the matter or ask the help of an investigator when needed.
6. Keep employees informed throughout the process.
7. Communicate the formal decision to all employees involved.
8. Take actions to ensure the formal decision is adhered to.
9. Deal with appeals by gathering more information and investigating further.
10. Keep accurate records.

This procedure may vary per the nature of a grievance. Disclaimer: This policy is meant to provide general guidelines and is used as a reference. It may/may not consider all relevant local, state or federal laws and is not a legal document.



Grievance form

Employee name: _____

Today's Date: _____

Department: _____

Position: _____

Immediate supervisor: _____

Statement of Grievance: (include all specifics, i.e., dates, persons, etc.)

Signature of Employee: Date

Reporting Chain:

- Immediate Supervisor (Name): _____
- Date of discussion with immediate supervisor: _____
- Date employee sent written response from immediate supervisor: _____
- Human Resources Representative (Name): _____
- Date grievance form was submitted to Human Resources Representative: _____
- Date of discussion with Human Resources Representative: _____
- Date employee sent written response from Human Resources Representative: _____

Part 7 – DISCLAIMER

The purpose of this Employee Handbook is to bring together in a convenient place a summary of some of the policies that affect employees. Employees should read this handbook and become familiar with the content. Employees should be comfortable referring to the handbook whenever a question regarding employment with the Company arises. However, the handbook will not answer all the questions employees may have about Company policies or benefits. If the handbook does not answer the question, employees should contact their supervisor or for assistance. The handbook revokes and supersedes any prior summaries or statements of employment policies and procedures.

The Company expects to revise and update this handbook from time to time. The Company will advise employees of changes or additions or deletions in policies and procedures covered in this handbook by circulating such changes or additions or deletions either in writing or electronically. This handbook is **not a contract of employment**. It does not promise or guarantee any benefit or specific action. As explained in this handbook, all employment with the Company is “at will,” which means that the Company or the employee may terminate the employment relationship at any time, with or without cause, and with or without notice. In addition, employees may be demoted, job duties may be changed, or benefits altered at any time, with or without cause, and with or without notice. No one in the Company has the authority to enter any agreement for employment for a specified period, or to make any representations or agreements that are inconsistent with the at-will status.

[In the alternative: “Only the owner, president, vice-president may enter an agreement for employment for a specified period or represent and agree that employment with the Company is not at-will, so long as such representation or agreement is in writing and signed by owner, president or vice-president.”]