



**ZEPHYRUS ARTS INSTITUTE**  
GENERAL POLICIES & PROCEDURES  
VERSION 1.0.2

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# OVERVIEW

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## MISSION STATEMENT

Our mission is to foster opportunities that are life-changing, and drive each member to discover their highest potential as artists, performers and as gentlemen and ladies in an environment of respect and self-discipline.

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## DOCUMENT PURPOSE

This document applies to all Participants, Volunteers, Staff, Directors, and any individual participating in Zephyrus Arts Institute programs and events. It is expected that this document shall be reviewed, in detail, by all Participants.

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## APPLICABLE THIRD PARTY PARTNER POLICIES

This document has been revised to include requirements from WGI, Winter Guard International. Furthermore, it has been revised to include the mandatory requirements of the WGI Participant Abuse Prevention Policy (PAPP). Participants are subject to all applicable policies of third party partners as well as all applicable local, state, and federal laws.

# GENERAL POLICIES

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## SECTION 01.01 CONFLICT OF POLICY

This policy shall supersede all handbooks, manuals, or other operational documents unless otherwise specifically defined or affirmed by the Zephyrus Arts Institute Board of Directors.

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## SECTION 01.02 MONEY & EXPENSIVE ITEMS

Participants shall refrain from bringing expensive items to events, rehearsals, and other activities. Zephyrus Arts Institute, staff, or volunteers are not responsible for any lost or stolen items. All valuables should always be kept with you and never left unsecured.

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## SECTION 01.03 LOST & FOUND POLICY

Zephyrus Arts Institute, its venues, staff, or other representatives are not responsible for any lost or stolen items. Personal items of value shall remain the sole responsibility of each participant.

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## SECTION 01.04 THEFT

Stealing is illegal and not tolerated at Zephyrus Arts Institute. Any offense will be dealt with severely and may result in legal action.

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## SECTION 01.05 PROFANITY

Profanity is not allowed at rehearsals, functions, or any official event.

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## SECTION 01.06 NEWS MEDIA

No Participant may give information concerning Zephyrus Arts Institute or any of its programs or clients to the news media unless specifically authorized to do so by the board of directors. These inquiries should be referred to the Executive Director, Director of Communications, or President of the Board.

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## SECTION 01.07 RIGHT TO NAME AND PHOTOGRAPH

Zephyrus Arts Institute reserves the right to use Participant's name, photograph, show material, artistic contributions, and likeness in, and in connection with, all forms of: advertising, information programs, promotional material and any and all other materials, including audio and video recordings, to promote organizational programs or activities or in any instructional or information materials derived directly from and credited to programs or activities.

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## SECTION 01.08 DUTY TO DISCLOSE

It is the duty and responsibility of individuals that participate in Zephyrus Arts Institute and its programs, in any capacity or association, to disclose any potential conflicts of interest, or information that may negatively impact the image or reputation of Zephyrus Arts Institute, staff, directors, volunteers, or its representatives. This includes but is not limited to, sexual allegations, felony convictions, arrests, or any conflict that may adversely affect the reputation of Zephyrus Arts Institute or its representatives. Failure to disclose this information in a prompt manner may result in immediate expulsion from the organization. Zephyrus Arts Institute reserves the right to expel Participants, Volunteers, or Contractors from the organization, without penalty, at the discretion of the Board of Directors, with or without cause. Disclosures must be made to the Executive Director and / or President of the Board of Directors.

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## SECTION 01.09 RIGHT TO VOID CONTRACTS

The board of directors of Zephyrus Arts Institute reserves the right to void any contracts, wholly or partially, at its discretion if an individual is deemed to be in violation of policies.

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## SECTION 01.10 FORCE MAJEURE

If an Act of God, nature, war, riots, epidemics, strikes, an act (or order) of public authority, on-sight mechanical difficulties (e.g., a power failure) should render the performance contemplated by any contract, agreement, or other promise by Zephyrus Arts Institute impossible, the parties shall not be liable to one another for direct or consequential damages they sustain. In such an event, the parties shall attempt to reschedule the performance, event, or function for another mutually convenient date and time. If rescheduling is not possible, then any agreement or contract shall

become null and void at the discretion of Zephyrus Arts Institute. In such an event, neither party shall have any other or further obligation to the other arising out of any contract, agreement, or promise. All correspondence in reaction to this provision must be in writing.

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#### **SECTION 01.11 VIOLATION OF POLICIES**

Zephyrus Arts Institute reserves the right to terminate, without penalty, any agreement or contract, written or verbal, implicit or implied, if an individual or Participant is in violation of the organization's policies. Termination does not release the participant from any liability or financial obligation due to the organization.

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#### **SECTION 01.12 INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

Participants and Individuals attending Zephyrus Arts Institute events, functions, and activities shall defend, indemnify, and hold harmless Zephyrus Arts Institute, its Board of Directors, officers, agents, employees and/or Zephyrus Arts Institute's partners from and against any and all loss, expense, damage, claim, demand, judgment, fine, charge, lien, liability, action, cause of action or proceedings of any kind whatsoever (whether arising on account of damage to or loss of property, or personal injury, emotional distress, or death) arising directly or indirectly in connection with the performance or activities, whether the same arises before or after completion of or expiration of this Agreement, except for damage, loss, or injury resulting from the organization's sole negligence or willful misconduct.

# ELECTRONIC COMMUNICATIONS & SOCIAL MEDIA

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## SECTION 02.01 APPLICABILITY

This policy shall apply to:

1. Adult instructional and administrative staff who have regular contact with or authority over with participants
2. Adult participants who have regular contact with participants who are minors.

(Collectively "Applicable Adult" for the purposes of this policy.)

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## SECTION 02.02 CONTENT

All electronic communication originating from Applicable Adults to minor participants must be professional in nature.

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## SECTION 02.03 DIRECT COMMUNICATION TO A MINOR

Absent emergency circumstance, if an Applicable Adult with authority over minor participants needs to communicate directly to a minor participant via electronic communications (including social media), another Applicable Adult or the minor's legal guardian will be copied.

---

## SECTION 02.04 DIRECT COMMUNICATION FROM A MINOR

If a minor participant communicates to the Applicable Adult (with authority over the minor participant) privately first, said Applicable Adult should respond to the minor participant with a copy to another Applicable Adult or the minor's legal guardian.

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## SECTION 02.05 GROUP COMMUNICATION

When an Applicable Adult with authority over minor participants communicates electronically to the entire group, said Applicable Adult will copy another adult.

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## SECTION 02.06 SOCIAL MEDIA PAGE

Minor participants may "friend" the organization's official page.

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## SECTION 02.07 REQUESTS TO DISCONTINUE COMMUNICATION

Legal guardians may request in writing to the Program Coordinator and the Executive Director that their minor participant not be contacted through any form of electronic communication by the group or by the Applicable Adults subject to this policy. The group will abide by any such request that their minor participant not be contacted via electronic communication, absent emergency circumstances.

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# TRAVEL POLICY

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## SECTION 03.01 APPLICABILITY

This policy shall apply to:

1. Adult instructional and administrative staff who have regular contact with or authority over with participants
2. Adult participants who have regular contact with participants who are minors.

(Collectively "Applicable Adult" for the purposes of this policy.)

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## SECTION 03.02 TRANSPORTATION

Applicable Adults who are not also acting as a legal guardian, shall not ride in a vehicle alone with an unrelated minor participant, absent emergency circumstances, and must have at least two minor participants or another adult at all times, unless otherwise agreed to in writing by the minor participant's parent/legal guardian in advance.

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## SECTION 03.03 HOTEL ROOMS

Applicable Adults shall not share a hotel room or other sleeping arrangement with a minor participant (unless the Applicable Adult is the legal guardian, sibling, or is otherwise related to the minor participant). However, a parent/legal guardian may consent to such an arrangement in advance and in writing. Furthermore, A parent/legal guardian may consent in advance and in writing to the minor participant sharing a hotel room or other sleeping arrangement with an adult participant.

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## SECTION 03.04 MEETINGS

Meetings shall be conducted consistent with the group's policy for one-on-one interactions (i.e., any such meeting shall be observable and interruptible).

# ONE-ON-ONE INTERACTIONS POLICY

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## SECTION 04.01 PURPOSE

The majority of child sexual abuse is perpetrated in isolated, one-on-one situations. By reducing such interactions between minors and adults, programs reduce the risk of child sexual abuse. However, one-on-one time with trusted adults is also healthy and valuable for a minor. Policies concerning one-on-one interactions are intended to protect participants while allowing for these beneficial relationships.

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## SECTION 04.02 APPLICABILITY

This policy shall apply to:

1. Adult instructional and administrative staff who have regular contact with or authority over with participants
2. Adult participants who have regular contact with participants who are minors.

(Collectively "Applicable Adult" for the purposes of this policy.)

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## SECTION 04.03 OBSERVABLE AND INTERRUPTIBLE

One-on-one interactions between a minor participant and an Applicable Adult (who is not the minor's legal guardian) are permitted if they occur at an observable and interruptible distance by another adult. One-on-one interactions between minor participants and an Applicable Adult (who is not the minor's legal guardian) which are not observable and interruptible are prohibited, except under emergency circumstances.

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## SECTION 04.04 MEETINGS

Meetings between Applicable Adults and minor participants may only occur if another adult is present, except under emergency circumstances. Such meetings must occur where interactions can be easily observed and at an interruptible distance from another adult. If a one-on-one meeting take place in an office, the door to the office must remain unlocked and open. If available, it will occur in an office that has windows, with the windows, blinds, and/or curtains remaining open during the meeting.

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## SECTION 04.05 INDIVIDUAL TRAINING SESSIONS

Individual training sessions between Applicable Adults and minor participants are permitted if the training session is observable and interruptible by another adult. It is the responsibility of the Applicable Adult to obtain the written permission of the minor's legal guardian in advance of the individual training session if the individual training session is not observable and interruptible by another adult. Permission for individual training sessions must be obtained at least every six months. Parents, guardians, and other caretakers must be allowed to observe the training session.

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## SECTION 04.06 FRATERNIZATION POLICY

Individual training sessions between Applicable Adults and minor participants are permitted if the training session is observable and interruptible by another adult. It is the responsibility of the Ap

# LOCKER ROOMS AND CHANGING AREAS

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## SECTION 05.01 APPLICABILITY

This policy shall apply to:

1. Adult instructional and administrative staff who have regular contact with or authority over with participants
2. Adult participants who have regular contact with participants who are minors.

(Collectively "Applicable Adult" for the purposes of this policy.)

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## SECTION 05.02 SHARED FACILITY

If a Participating Group uses a facility not fully under its jurisdiction (for, e.g., rehearsal or competition or similar events) and the facility is used by multiple constituents, Applicable Adults are nonetheless required to adhere to the rules set herein.

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## SECTION 05.03 USE OF RECORDING DEVICES

Use of any device's (including a cell phone's) recording capabilities, including voice recording, still cameras and video cameras in locker rooms, changing areas, or similar spaces at a facility under the Participating Groups jurisdiction is prohibited.

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## SECTION 05.04 UNDRRESS

Under no circumstances shall an Applicable Adult at a facility under the Participating Groups jurisdiction expose his or her breasts, buttocks, groin, or genitals to a minor participant.

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## SECTION 05.05 ONE-ON-ONE INTERACTIONS

Except for participants in the same group, at no time are unrelated Applicable Adults permitted to be alone with a minor participant in a locker room or changing area when at a facility under the partial or full jurisdiction of the Participating Group, except under emergency circumstances. If the Participating Group is using a facility that only has a single locker room or changing area, the group will designate separate times for use by Applicable Adults, if any.

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## SECTION 05.06 MONITORING

The Participating Group should regularly and randomly monitor the use of locker rooms and changing areas under their jurisdiction to ensure compliance with these policies

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# GENERAL HEALTH & SAFETY POLICIES

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## SECTION 06.01 GENERAL STATEMENT

Zephyrus Arts Institute shall take all reasonable measures to ensure the safety, health, and welfare of Participants in fulfillment of its moral, legal, and economic responsibilities. These measures will also be aimed at protecting others who may be affected by day to day operations.

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## SECTION 06.02 ENVIRONMENT

It is the duty of the Program Coordinator to provide the right circumstances under which activities may be carried out safely. However, all Participants must be aware that they have a legal duty, not only to operate in a safe manner, but also to co-operate in efforts made to create safe operating conditions.

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## SECTION 06.03 SAFETY COORDINATOR

Each Program Coordinator shall be responsible for the safety of Participants and individuals at program functions, rehearsals, public functions, and related events. Safety Coordinators may be assigned by the Program Coordinator to help plan, enforce, and monitor safety policies and procedures.

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## SECTION 06.04 IMPLEMENTATION

Program Leadership is responsible for implementing the organization's policies and for complying with legal requirements. It is expected that the Program Coordinator familiarizes the Program Leadership of the Institute's and Program's Policies and Procedures.

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## SECTION 06.05 EXPECTATIONS

Every Participant is expected to be involved safety matters and report any unsafe equipment or dangerous situation to the Program Coordinator.

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## SECTION 06.06 GENERAL PUBLIC & THIRD PARTIES

Third parties and the general public will need to copy with the organization's Healthy & Safety policies. Program Leadership are to ensure that all operations are carried out safely using approved procedures, methods, equipment, and materials.

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## SECTION 06.07 PARTNERSHIPS

Zephyrus Arts Institute's programs might be subject to partnership's terms and conditions. It is expected that all Participants will acknowledge and treat any supplemental or additional policies as contractually binding. The organization will provide more detail should additional policies or procedures be applicable.

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## SECTION 06.08 MONITORING

Monitoring may take place to insure compliance with policies. The frequency of inspections shall be commensurate with the level of risk.

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## SECTION 06.09 GROUPS

Under no circumstances should individuals, performers, volunteers, or contractors or any combination of Participants, be permitted to gather in groups less than three (3) individuals. It is expected that Participants shall remain in supervised in groups at all times.

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## SECTION 06.10 DIETARY NEEDS & ALLERGIES

Participants must contact the organization's leadership as soon as possible of any special dietary needs or allergies. It is the personal responsibility of each Participant to be aware of the ingredients of food provided for the Participants and to arrange meals in advance if adequate accommodations cannot be made by Zephyrus Arts Institute.

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## SECTION 06.11 HYDRATION

It is the responsibility of each Participant to remain hydrated. It is expected that Participants bring personal water bottles to event venues, rehearsal spaces, or other event locations that do not have accessibility to water fountains or resources.

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**SECTION 06.12 PERSONAL HYGIENE**

It is a priority for each Participant to maintain proper personal hygiene. Proper use of soap, deodorant, shampoo, toothpaste, and having clean clothes are mandatory.

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**SECTION 06.13 MEDICATIONS**

Participants may not administer medications of any kind, including over-the-counter medicines, to any individual in any Zephyrus Arts Institute program unless otherwise approved by the Board of Directors. Prescription medications shall be registered with the staff before camp and administered only by the healthcare professional or authorized personnel with the oversight of healthcare.

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**SECTION 06.14 ALCOHOL**

The possession, distribution, or use of alcohol at any Zephyrus Arts Institute event, function, or rehearsal is forbidden unless otherwise approved by the Board of Directors and is in compliance with all local, state, and federal laws.

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**SECTION 06.15 SMOKING**

Zephyrus Arts Institute is a smoke-free organization. Smoking, vaping, or any similar action is not allowed.

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**SECTION 06.16 DRUGS**

Zephyrus Arts Institute is a drug-free organization. Drug use, possession, distribution, or intent to use, possess, or distribute is forbidden. Local, state, and federal laws apply.

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**SECTION 06.17 FIREARMS & WEAPONS**

No member, staff member, volunteer or persons associated with Zephyrus Arts Institute may be in the possession of firearms or dangerous weapons at any time. Anyone found to be in violation of this policy shall be dismissed from any and all programs immediately and may face the associated legal repercussions.

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**SECTION 06.18 VIOLATIONS & INCIDENT REPORTING**

Medical emergencies, Hazing/Bullying incidents, violations of this Policy, and other related incident reporting must adhere to the requirements set forth in the Incident Reporting section of these policies.

# PUBLIC HEALTH & SAFETY POLICIES

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## SECTION 07.01 PURPOSE

Public health and safety are very important to the wellbeing of volunteers, members, and general public. From time to time, communicable disease such as the Flu, COVID-19, and other highly transmissible / infectious disease may increase exposure to program Participants and the general public. This Policy summarizes the terms and conditions applicable to the services and programs provided by Zephyrus Arts Institute.

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## SECTION 07.02 MASKS & FACE COVERINGS

Volunteers, staff, attendees, performers, Participants, and any individual involved with or visiting any function or activity of Zephyrus Arts Institute may be required to wear a suitable face covering to prevent the spread and transmission of highly communicable diseases.

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## SECTION 07.03 SOCIAL DISTANCING

All volunteers, staff, attendees, performers, Participants, or personnel involved with or visiting functions, rehearsals, or events of Zephyrus Arts Institute must adhere to social distancing rules and guidelines, if required by the Executive Director or Board of Directors.

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## SECTION 07.04 EXPOSURE & DUTY TO DISCLOSE

Participants, volunteers, or staff who may have been exposed to an active case of highly transmissible communicable diseases shall contact the Program Coordinator immediately, prior to attending any event or rehearsal to ensure safety for other participants. It is expected that Participants act in good faith and furthermore, it is expected that Participants have a duty to notify the Program Coordinator if the Participant has exhibited flu-like symptoms or has been contact with someone who has tested positive for COVID-19, the flu, or other highly transmissible respiratory disease.

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## SECTION 07.05 WELLNESS

Any volunteers, staff, attendees, performers, Participants, members, or individuals feeling unwell with symptoms of COVID-19, the flu, cold, or any other potentially communicable disease shall immediately notify the Program Coordinator. Individuals may be sent home and may not return to official events until authorized by the Program Coordinator and / or the Executive Director.

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## SECTION 07.06 WELLNESS CHECKS

Zephyrus Arts Institute reserves the right to screen and to administer temperature checks for all attendees and Participants of events. Temperatures at or above 100.4 degrees Fahrenheit shall automatically require individuals to isolate and re-test within 15 minutes. Should a fever persist, the individuals must return home immediately and be approved by the Executive Director to return to events, rehearsals, and functions.

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## SECTION 07.07 SYMPTOMS & EXPOSURE

Under no circumstance shall an individual attend any function exhibiting symptoms of COVID-19 or flu-like symptoms. Furthermore, individuals who have had direct contact with an active case of the flu or COVID-19 shall immediately notify the Program Coordinator and isolate from events.

---

## SECTION 07.08 RELEASE TO RETURN

Participants may return to events if the Participant has received a recent negative test results for COVID-19, or 10-days have passed since the date of first symptoms, or there has been a medical release from a medical Doctor. Proper reporting, documentation, and approval from the Executive Director is required to return to events if a participant has tested positive for COVID-19.

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## SECTION 07.09 PENALTY FOR NONCOMPLIANCE

Failure to comply with this policy may result in, and is not limited to, immediate ejection from events, removal from programs, immediate removal from positions held within the organization, forfeiture of accounts and funds, and/or expulsion from future activities. Noncompliance does not release any financial liability to the organization including but not limited to: tuition, fees, or other costs incurred as part of the programs of Zephyrus Arts Institute.

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## SECTION 07.10 LEGAL ACTION

Failure to comply with this policy may result in legal actions against the participant as applicable local, state, and federal laws allow.

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**SECTION 07.11 REPORTING**

Volunteers, performers, participants, and individuals are expected to report noncompliance with this policy to the Program Coordinator, Executive Director, or other program representative on duty.

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**SECTION 07.12 ESCALATED INCIDENTS**

Program Coordinators or the Leadership team must immediately contact the Executive Director in the event that of noncompliance with this policy has escalated beyond reasonable enforcement and compliance.

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**SECTION 07.13 MEDICAL EXEMPTIONS**

Participants must contact the Program Coordinator prior to attending events, rehearsals, meetings, or any activity if Participants are unable to wear a mask due to a medical condition. Program Coordinators must notify the Executive Director of all exemptions.

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**SECTION 07.14 VIOLATIONS & INCIDENT REPORTING**

Medical emergencies, Hazing/Bullying incidents, violations of this Policy, and other related incident reporting must adhere to the requirements set forth in the Incident Reporting section of these policies.

# HAZING AND BULLYING POLICIES

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## SECTION 08.01 HAZING

Hazing is defined as any action taken, or situation created intentionally: that causes embarrassment, harassment or ridicule, risks emotional and/or physical harm, to members of a group or team, whether new or not, regardless of the person's willingness to participate. Reports of violations of this policy shall be reported to the Executive Director and to the President of the Board of Directors, who shall take immediate action as deemed necessary appropriate in their sole discretion including reporting of the incident to appropriate law enforcement authorities.

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## SECTION 08.02 BULLYING

Bullying is defined as: (i) any willful attempt or threat to inflict injury on another person, when accompanied by an apparent present ability to do so; or (ii) any intentional display of force such as would give the victim reason to fear or expect immediate bodily harm; or (iii) any intentional written, verbal, or physical act which a reasonable person would perceive as being intended to threaten, harass, or intimidate which is so severe, persistent, or pervasive that it creates an intimidating or threatening environment. Social bullying, sometimes referred to as relational bullying, involves hurting someone's reputation or relationships. Physical bullying involves hurting a person's body or possessions. All forms of bullying are not tolerated within the organization.

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## SECTION 08.03 VIOLATIONS & INCIDENT REPORTING

Medical emergencies, Hazing/Bullying incidents, violations of this Policy, and other related incident reporting must adhere to the requirements set forth in the Incident Reporting section of these policies.

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# SEXUAL HARASSMENT & ANTI-DISCRIMINATION POLICY

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## SECTION 09.01 ANTI-DISCRIMINATION

Zephyrus Arts Institute is committed in all areas to providing an environment that is free from harassment. Harassment based upon an individual's sex, race, ethnicity, national origin, age, religion, sexual orientation, gender identity, or any other legally protected characteristics will not be tolerated. All volunteers, members, contractors, visitors, and Participants are expected and required to abide by this policy.

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## SECTION 09.02 SEXUAL HARASSMENT

Sexual harassment is the behavior of a sexual nature that is unwelcome and offensive to the person or persons it is targeted toward. Examples of harassing behavior may include unwanted physical contact, foul language of an offensive sexual nature, sexual propositions, sexual jokes or remarks, obscene gestures, and displays of pornographic or sexually explicit pictures, drawings, or caricatures. The use of Zephyrus Arts Institute's equipment or electronic systems for the purpose of viewing, displaying, or disseminating material that is sexual in nature may also constitute harassing behavior.

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## SECTION 09.03 DUTY TO REPORT VIOLATIONS

If a Participant feels that they have been harassed, they should immediately report the matter to program leadership and notify the Executive Director. If that person is not available, or if the Participant feels it would be unproductive to inform that person, the Participant should immediately contact the President of the Board of Directors. Once the matter has been reported it will be promptly investigated and any necessary corrective action will be taken where appropriate. No person will be adversely affected in bringing complaints of unlawful harassment.

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## SECTION 09.04 EXPECTATION TO REPORT VIOLATIONS

It is expected that any individual aware of violations of this policy shall immediately report transgressions to the Program Coordinator and Executive Director without hesitation.

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## SECTION 09.05 CONFIDENTIALITY OF REPORTING

All complaints of unlawful harassment will be handled in as discreet and confidential a manner as is possible under the circumstances.

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## SECTION 09.06 DISCIPLINARY MEASURES FOR HARASSMENT

Any Participant, volunteer, or individual engaging in improper harassing behavior will be subject to disciplinary action including but not limited to termination and expulsion from all Zephyrus Arts Institute programs. All applicable local, state, and federal laws apply.

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## SECTION 09.07 VIOLATIONS & INCIDENT REPORTING

Medical emergencies, Hazing/Bullying incidents, violations of this Policy, and other related incident reporting must adhere to the requirements set forth in the Incident Reporting section of these policies.

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# GENERAL INCIDENT REPORTING

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## SECTION 10.01 INCIDENT & ACCIDENT PROCEDURE

It is expected that Program Leadership reasonably respond to incidents and accidents appropriately to ensure the safety and wellbeing of Participants. In the event of a medical emergency or incident, the Program Coordinator shall contact the appropriate emergency services (911), if appropriate. The Program Coordinator shall notify the parent / guardian or the emergency contact(s), if different, if the Participant is under 18 regardless of the severity of the incident or accident. If the Participant is over 18, the emergency contact shall be contacted by the Program Coordinator if the Participant wishes or if the Participant is unable to respond or is unconscious.

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## SECTION 10.02 POST-INCIDENT PROCEDURE

The Executive Director shall be notified as soon as the space is secured and the affected Participant(s) are safe and appropriately treated. The Program Coordinator, associated Program Leadership, and witnesses shall file a proper Incident Report immediately.

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## SECTION 10.03 INCIDENT REPORT REQUIREMENTS

A standardized Incident Report may be provided by the Executive Director. In the event a standardized Incident Report is not available, the following information shall be acquired by the Program Coordinator or Program Leadership (if the Program Coordinator is unavailable):

- Date of Report
  - Incident Type (Medical, Accident, or Other, please specify)
  - Incident Location / Specified Location
  - Incident Description (As detailed as possible)
  - Name / Role / Contact of Parties Involved
  - Name / Role / Contact of Witnesses & Statements
  - Police Report (If Appropriate)
  - Leadership / Program Coordinator Signatures
- 

## SECTION 10.04 INCIDENT REPORT TEMPLATE

An incident report template is provided at the event of this document.

# GIFT ACCEPTANCE POLICY

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## SECTION 11.01 ACCEPTANCE

Zephyrus Arts Institute solicits and accepts gifts that are consistent with its mission and values.

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## SECTION 11.02 COMPATIBILITY

Zephyrus Arts Institute shall consider the compatibility between the intent of the donor's intent and the organization's use of the gift. Furthermore, Zephyrus Arts Institute shall determine whether acceptance of the gift may damage the reputation of the organization and it shall determine if the primary benefit is to the donor or the organization. The gift shall not create incurring substantial expense or difficulty for the organization.

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## SECTION 11.03 DONATIONS

Donations will generally be accepted from individuals, partnerships, corporations, foundations, government agencies, or other entities without limitations.

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## SECTION 11.04 TYPES OF DONATIONS

In the course of its regular fundraising activities, Zephyrus Arts Institute will accept donations of money, real property, personal property, stock, and in-kind services.

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## SECTION 11.05 REVIEW

Certain types of gifts must be reviewed prior to acceptance due to the special liabilities they may pose for Zephyrus Arts Institute. Examples of gifts that will be subject to review include gifts of real property, gifts of personal property, and gifts of securities.

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## SECTION 11.06 ACCEPTANCE PROCESS

Any type of gift or donation shall be addressed, managed, and formally accepted by the president of the board of directors unless otherwise determined by the board of directors.

## SUPPLEMENTAL PROGRAM POLICIES

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### SECTION 12.01 PROGRAM HANDBOOKS

Zephyrus Arts Institute Programs may issue specific handbooks. It is the responsibility of the Participants to maintain accurate records and communicate directly with program leadership about potential conflicts or requests for clarification.

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### SECTION 12.02 DAILY OPERATIONS & SCHEDULING

Participants are responsible for adhering to the guidelines and schedules set forth in program handbooks. Dates, times, and locations of events or rehearsals are subject to change at the discretion of the program leadership. Participants shall be responsible for staying up-to-date with changes.

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### SECTION 12.03 PROGRAM COMMUNICATION

Participants shall be responsible for staying up-to-date through the communication channels set by program leadership.

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### SECTION 12.04 CELL PHONES AND ELECTRONIC DEVICES

Cell phones and other electronic devices shall be used at the discretion of the program leadership and is subject to change.

# INCLEMENT WEATHER

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## SECTION 13.01 WEATHER

In the event of inclement weather, some programs may be delayed until the weather has passed or may be altered in anticipation of incoming weather. All weather-related decisions shall be made by the Program Coordinator at the time of the event with consultation of the Executive Director, if appropriate. The Executive Director shall be contacted by the Program Coordinator *prior* to the public announcement of program cancellations or event changes. Zephyrus Arts Institute and the event operators shall keep safety the main priority. If any event or function does get cut short or canceled, no refunds or rain-checks will be issued.

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## SECTION 13.02 DAMAGES

While Zephyrus Arts Institute regrets the inconvenience caused by weather and potential changes in location or events, the organization shall not be held responsible for any cost or damage such postponement or cancellation may incur. Similarly, the conduct of events and performances for tickets purchased is the sole responsibility of the event's organizers and venue operators; Zephyrus Arts Institute cannot be held responsible or liable for injuries, loss or damages incurred by patrons while attending these events.

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## SECTION 13.03 CANCELLATIONS & CHANGES

In the event that there is a cancellation, postponement, or change of venue, Zephyrus Arts Institute will make every effort to update the public via social media, the organization's website, e-mail, and/or text messaging.

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## SECTION 13.04 WEATHER-AWARE

Program leadership shall remain informed of inclement weather and adjust program operations accordingly to optimize the safety and wellbeing of all Participants.

# CODE OF ETHICS & WHISTLEBLOWER POLICY

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## SECTION 14.01 PURPOSE

This organization requires and encourages directors, officers, participants, and volunteers to observe and practice high standards of business and personal ethics in the conduct of their duties and responsibilities. The participants of the organization must practice honesty and integrity and in fulfilling their responsibilities and comply with all applicable laws and regulations. It is the intent of the organization to adhere to all laws and regulations that apply to the organization and the underlying purpose of this policy is to support the organization's goal of legal compliance. The support of all participants is necessary to achieving compliance with various laws and regulations. All participants within the organization have a duty to report policy violations.

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## SECTION 14.02 REPORTING VIOLATIONS

Any director, officer, staff, participant, or employee who reasonably believes that some policy, practice, or activity of the organization is in violation of law, a written complaint must be filed by that person with the Vice-President or the Board President of Zephyrus Arts Institute.

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## SECTION 14.03 ACTING IN GOOD FAITH

Filing a complaint concerning a violation or suspected violations of the code must be acting good faith and have reasonable grounds for believing the information disclosed indicates a violation of the code. Any allegations that proved not to be substantiated and which proved to have been made maliciously or knowingly to be false shall be viewed as a serious disciplinary offense.

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## SECTION 14.04 RETALIATION

Said person is protected from retaliation only if she/he brings the alleged unlawful activity, policy, or practice to the attention of the organization and provides the organization with a reasonable opportunity to investigate and correct the alleged unlawful activity. The protection described below is only available to individuals that comply with this requirement.

The organization shall not retaliate against any director, officer, staff, participant, or employee who in good faith, has made a protest or raised a complaint against some practice of the organization or of another individual or entity whom has a business relationship, on the basis of the reasonable belief that the practice is in violation of law, or a clear mandate of public policy.

The organization shall not retaliate against any director, officer, staff, participant, or employee who disclose or threaten to disclose to a supervisor or a public body, any activity, policy, or practice of the organization that the individual reasonably believes is in violation of a law, or a rule, or regulation mandated pursuant to law or is in violation of a clear mandate a public policy concerning the health, safety, welfare, or protection of the environment.

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## SECTION 14.05 CONFIDENTIALITY

Violations or suspected violations may be submitted on a confidential basis by the complainant or maybe submitted anonymously. Reports of violations or suspected violations shall be kept confidential to the extent possible, consistent with the need to conduct an adequate investigation.

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## SECTION 14.06 HANDLING OF REPORTED VIOLATIONS

The Board President or Vice President shall notify the sender and acknowledge receipt of the reported violation or suspected violation within five business days. All reports shall be promptly investigated by the board and its appointed committee and appropriate corrective action shall be taken if warranted by the investigation.

This policy shall be made available to all directors, officers, staffs, participants, or employees and they shall have the opportunity to ask questions about the policy.

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# FORMS, TEMPLATES, & REPORTS

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INCIDENT REPORT .....1



# ZEPHYRUS ARTS INSTITUTE INCIDENT REPORT

REPORTED BY: \_\_\_\_\_  
TITLE / ROLL: \_\_\_\_\_

DATE OF REPORT: \_\_\_\_\_  
PHONE NUMBER : \_\_\_\_\_

## INCIDENT INFORMATION

INCIDENT TYPE: MEDICAL / BULLYING / OTHER: \_\_\_\_\_  
\_\_\_\_\_

DATE OF INCIDENT: \_\_\_\_\_  
INCIDENT LOCATION: \_\_\_\_\_

## DETAILED DESCRIPTION

(USE BACKSIDE IF APPROPRIATE)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## PARTIES INVOLVED

NAME: \_\_\_\_\_ ROLE: \_\_\_\_\_ CONTACT: \_\_\_\_\_  
NAME: \_\_\_\_\_ ROLE: \_\_\_\_\_ CONTACT: \_\_\_\_\_  
NAME: \_\_\_\_\_ ROLE: \_\_\_\_\_ CONTACT: \_\_\_\_\_

## WITNESSES

NAME: \_\_\_\_\_ ROLE: \_\_\_\_\_ CONTACT: \_\_\_\_\_  
NAME: \_\_\_\_\_ ROLE: \_\_\_\_\_ CONTACT: \_\_\_\_\_  
NAME: \_\_\_\_\_ ROLE: \_\_\_\_\_ CONTACT: \_\_\_\_\_

## OTHER

EMERGENCY SERVICES CONTACTED: Yes / No SERVICES REQUESTED: Fire / Police / Ambulance  
PARENT / GUARDIAN CONTACTED: Yes / No EMERGENCY CONTACT CONTACTED: Yes / No  
POLICE REPORT: Yes / No REPORT NUMBER: \_\_\_\_\_ OFFICER NUMBER: \_\_\_\_\_  
EXECUTIVE DIRECTOR CONTACTED: Yes / No WITNESS REPORTS: Yes / No  
Further ACTIONS REQUIRED: Yes / No ACTIONS: \_\_\_\_\_  
\_\_\_\_\_

PROGRAM COORDINATOR NAME: \_\_\_\_\_

PROGRAM COORDINATOR SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_