



Zephyrus Arts Institute

General Policies

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ZEPHYRUS ARTS INSTITUTE OVERVIEW

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.

GENERAL POLICIES

SECTION 1.01 CONFLICT OF POLICY

This policy shall supersede all handbooks, manuals, or other operational documents unless otherwise specifically defined.

SECTION 1.02 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.

SECTION 1.03 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.

SECTION 1.04 THEFT

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

SECTION 1.05 PROFANITY

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

SECTION 1.06 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.

SECTION 1.07 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.

SECTION 1.08 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.

SECTION 1.09 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.

SECTION 1.10 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.

SECTION 1.11 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 is in violation of the organization's policies. Termination does not release the participant from any liability or financial obligation due to the organization.

HEALTH & SAFETY POLICIES

SECTION 2.01 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.

SECTION 2.02 ENVIRONMENT

It is the function of Program Leadership 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.

SECTION 2.03 SAFETY COORDINATOR

By default, the Executive Director is responsible for safety throughout the organization.

SECTION 2.04 IMPLEMENTATION

Program Leadership is responsible for implementing the organization's policies and for complying with legal requirements.

SECTION 2.05 EXPECTATIONS

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

SECTION 2.06 GENERAL PUBLIC & THIRD PARTIES

Third parties and the general public will need to comply 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.

SECTION 2.07 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.

SECTION 2.08 MONITORING

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

SECTION 2.09 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 supervised in groups at all times.

SECTION 2.10 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.

SECTION 2.11 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.

SECTION 2.12 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.

SECTION 2.13 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.

SECTION 2.14 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.

SECTION 2.15 SMOKING

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

SECTION 2.16 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.

SECTION 2.17 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.

HAZING AND BULLYING POLICIES

SECTION 3.01 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.

SECTION 3.02 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.

SECTION 3.03 REPORTING

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.

SEXUAL HARASSMENT & ANTI-DISCRIMINATION POLICY

SECTION 4.01 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.

SECTION 4.02 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.

SECTION 4.03 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.

SECTION 4.04 EXPECTATION TO REPORT VIOLATIONS

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

SECTION 4.05 CONFIDENTIALITY OF REPORTING

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

SECTION 4.06 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.

GIFT ACCEPTANCE POLICY

SECTION 5.01 ACCEPTANCE

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

SECTION 5.02 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.

SECTION 5.03 DONATIONS

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

SECTION 5.04 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.

SECTION 5.05 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.

SECTION 5.06 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.

PROGRAM POLICIES

SECTION 6.01 PROGRAM HANDBOOKS

Individual programs may issue handbooks. It is the responsibility of the Participants to maintain accurate records and communicate directly with program leadership about potential conflicts or clarification.

SECTION 6.02 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.

SECTION 6.03 PROGRAM COMMUNICATION

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

SECTION 6.04 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

SECTION 7.01 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 will be made by the Executive Director at the time of the event. Zephyrus Arts Institute and the local 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.

SECTION 7.02 DAMAGES

While Zephyrus Arts Institute regrets the inconvenience caused by weather and potential changes in location, the organization cannot 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.

SECTION 7.03 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.

SECTION 7.04 WEATHER-AWARE

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

GENERAL LIABILITY POLICY

SECTION 8.01 GENERAL TERMS

Participants in any Zephyrus Arts Institute hereby acknowledge and do hereby release and forever discharge Zephyrus Arts Institute including its agents, employees, successors and assigns, and its respective heirs, personal representatives, affiliates, successors and assigns, and any and all person, firms or corporations liable or who might be claimed to be liable, whether or not herein named, none of whom admit any liability to the Participant, but all expressly denying liability, from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature whatsoever, which the Participant now have or may have, arising out of or in any way relating to any and all injuries and damages of any and every kind, to both person and property, and also any and all injuries and damages that may develop in the future.