



SECOND COMPANY GUIDELINES

August 2022 - August 2023

Overview

The mission of Limón2 is to support the Foundation's efforts to perpetuate the legacy of José Limón through innovative programming, accessible community engagement and the development and nurturing of emerging professionals for a sustainable career and lasting contributions to the field of dance.

The José Limón Dance Foundation's (JLDF) Limón2 (L2) Company Guidelines were written in a cooperative effort to produce and maintain an artistic product of the highest quality while protecting the health and well-being of the Second Company Members.

These Company Guidelines describe many of the responsibilities as a Second Company Member, as well as the general policies and guidelines for, and programs and benefits available to, eligible Second Company Members. Additionally, with the exception of the voluntary at-will engagement policy, these guidelines are subject to modification, amendment or revocation by JLDF at any time, without notice, for any reason whatsoever, as JLDF deems appropriate, in its sole and absolute discretion. Second Company Members will be notified of such changes to these policies.

The Company Guidelines of JLDF are established by the Board of Directors, which has delegated authority and responsibility for their administration to the Director of L2. Second Company Members are encouraged to consult the Director for additional information regarding the policies, procedures, and privileges described in this Company Guidelines.

These guidelines do not constitute a contract between the JLDF and its Second Company Members and it does not guarantee engagement for any specific period of time or any specific type of work. The only policy which may never change is that you or JLDF may end our relationship for any reason at any time. These guidelines apply to all JLDF programming, both for Limón Dance Company and The Limón Institute.

Probationary Period: Newly-hired L2 Second Company Members are subject to a four (4) months probationary period from the first day of rehearsal. During this time, the Director will determine if the relationship is satisfactory and the Second Company Member will determine if they are ready and able to continue to make the necessary commitment to L2.



Confidential Information: During the course of each Second Company Member's work with L2 there may be access to information about individuals, corporations, financial and payroll matters, new proposed programs, creative direction or other proprietary information. Any information gained during engagement with the JLDF must be considered confidential and is to be protected. All Second Company Members have a responsibility to protect the confidentiality of this type of information or any other proprietary information that may be learned. Confidential information is to be used solely for purposes related to JLDF and the Second Company Member's work. At no time should such information be divulged to anyone outside JLDF, including family and friends, or to other Second Company Members who do not need to know such information to carry out their duties.

Nondiscrimination / Anti-Harassment Policy and Complaint Procedure: JLDF is committed to providing a work environment that is free of discrimination and unlawful harassment, in which all individuals are treated with respect and dignity. Each individual has the right to work in a professional atmosphere that promotes equal opportunities and prohibits unlawful discriminatory practices, including harassment. Actions, words, jokes or comments based on an individual's sex, sexual orientation, race, ethnicity, age, religion, or any other legally protected characteristic will not be tolerated.

JLDF has developed this policy to ensure that its entire community can work in an environment free from unlawful harassment, discrimination and retaliation. Anyone who has questions or concerns about these policies should talk with the Director. These policies should not, and may not, be used as a basis for excluding or separating individuals of a particular gender, or any other protected characteristic, from participating in business or work-related social activities or discussions. In other words, no one should make the mistake of engaging in discrimination or exclusion to avoid allegations of harassment. The law and the policies of JLDF prohibit disparate treatment on the basis of sex or any other protected characteristic, with regard to terms, conditions, and privileges. The prohibitions against harassment, discrimination and retaliation are intended to complement and further those policies, not to form the basis of an exception to them.

Conduct prohibited by these policies is unacceptable in the workplace and in any work-related setting outside the workplace, such as during tours, performances and other business-related social events.

Retaliation: JLDF encourages reporting of all perceived incidents of discrimination or harassment. It is the policy of the Foundation to promptly and thoroughly investigate such reports. JLDF prohibits retaliation against any individual who reports discrimination or harassment or participates in an investigation of such reports.



Sexual harassment: constitutes discrimination and is illegal under federal, state and local laws. For the purposes of this policy, “sexual harassment” is defined as unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature. Sexual harassment may include a range of subtle and not so subtle behaviors. Depending on the circumstances, these behaviors may include, but are not limited to: unwanted sexual advances or requests for sexual favors; unwanted requests for dates or sexual flirtations; unwanted and unauthorized grabbing, groping, touching, pinching, patting, hugging, kissing, fondling, cornering, and brushing up against; questions and/or comments about one’s sex life or experience; unwanted romantic or offensive letters, cards, e-mails or voice messages; lewd, off-color, dirty, tasteless, sexually oriented comments, jokes or innuendos; display or circulation of suggestive or sexually explicit posters, calendars, photographs, screensavers, graffiti, cartoons; verbal abuse of a sexual nature.

Harassment: Harassment on the basis of any other protected characteristic is also strictly prohibited. Under this policy, harassment is verbal, written or physical conduct that denigrates or shows hostility or aversion toward an individual because of their race, color, religion, sex, sexual orientation, gender identity or expression, national origin, age, disability, marital status, citizenship, genetic information, or any other characteristic protected by law, or that of their relatives, friends or associates, and that: a) has the purpose or effect of creating an intimidating, hostile or offensive work environment, b) has the purpose or effect of unreasonably interfering with an individual’s work performance, or c) otherwise adversely affects an individual’s opportunities. Harassing conduct includes, but are not limited to:

Epithets, slurs or negative stereotyping; threatening, intimidating or hostile acts; denigrating jokes; written or graphic material that denigrates or shows hostility or aversion toward an individual or group that is placed anywhere on the premises or circulated, on company time or using company equipment by email, phone (including voice messages), text messages, social networking sites or other means.

Reporting an Incident of Harassment, Discrimination or Retaliation: JLDF encourages reporting of all perceived incidents of discrimination, harassment or retaliation, regardless of the offender’s identity or position. Any Second Company Members who believe that they have been subjected to an incident of sexual or other unlawful harassment should promptly report the matter to the Director. If the Director is unavailable or the Second Company Member believes it would be inappropriate to contact that person, the Second Company Member should immediately contact the Executive Director or any other member of Management. Second Company Members can raise concerns and make reports without fear of reprisal.

In addition, the Foundation encourages individuals who believe they are being subjected to such conduct to promptly advise the offender that their behavior is



unwelcome and to request that it be discontinued. Often this action alone will resolve the problem. JLDF recognizes, however, that an individual may prefer to pursue the matter through complaint procedures.

Drug and Alcohol Use: It is JLDF's desire to provide a drug-free, healthful and safe workplace. To promote this goal, Second Company Members are required to report to work in appropriate mental and physical condition to perform their jobs in a satisfactory manner. While on JLDF's premises and while conducting business-related activities of the Foundation off-premises, no Second Company Member may use, possess, distribute, sell or be under the influence of illegal drugs or under the influence of alcohol. The legal use of prescribed drugs is permitted on the job only if it does not impair a Second Company Member's ability to perform the essential functions of the job effectively and in a safe manner that does not endanger other individuals in the workplace.

Violations of this policy may lead to disciplinary action, up to and including immediate termination of engagement and/or required participation in a substance abuse rehabilitation or treatment program. Such violations may also have legal consequences.

Second Company Members with questions on this policy or issues related to drug and alcohol use in the workplace should raise their concerns with the Executive Director or the Director without fear of reprisal.

Guidelines

Presence: Second Company Members will be available for ALL company classes and rehearsal hours as outlined by the Director.

Lateness: If a Second Company Member is late to a company class or rehearsal, Second Company Member may be subject to a loss of future opportunities.

Technical Requirements: The Director will determine how full-out the dancing needs to be at each technical rehearsal day with the cooperation of the Second Company Members. All consideration will be given to the exhaustion level and safety of the Second Company Members while trying to fulfill the technical requirements.

Transportation: All travel arrangements outside the New York City Metropolitan Area (including air) are made by or in consultation with the Foundation and originate from the New York City Metropolitan Area.

Requests can be made in writing to the Foundation regarding departure or returns to other cities **45 days** prior to travel and will be accommodated **if possible** and when no surcharges are incurred by the Foundation.



Second Company Members are responsible to be at the point of departure at the appropriate call time, as detailed in the tour schedule.

Reimbursement will not be made to Second Company Members who take an alternate form of transportation other than the one provided by the Foundation.

Informational Meetings: Along with the sharing of Foundational information and updates, Company Meetings are opportunities for Second Company Members to discuss ideas and issues with the Foundation and with each other. Meetings will occur at times and dates agreed upon by Second Company and Foundation.

Costume Fitting: Costume fittings will be scheduled by Foundation within the Second Second Company Member scheduled day.

Termination / Resignation: The Director shall conduct annual artistic evaluations of each Second Company Member. Subsequent conversations between the Second Company Member and Director will determine re-engagement or non-engagement of the Second Company Member and is at the sole discretion of the Director. A written notification will be included in a Second Company Member's file if termination is to occur. A first-year Second Company Member will receive a minimum of 45 days' notice. In the event of resignation before an upcoming Season, the Second Company Member will provide at least a 3 months' notice to the Foundation prior to the beginning of the contract. In extraordinary circumstances where a Second Company Member is jeopardizing the health or safety of other Second Company Members or acting adversely to the interests of the Foundation, no notice of termination need be given and dismissal will be at the discretion of the Director.

Outside Work During Scheduled Weeks: During engagement with JLDF, a full commitment to be present, prepared and rested is necessary. Second Company Members shall not engage in any outside work during their agreed schedule with the Foundation.

Expense Reimbursement: Approved expenses (by the Executive Director), such as Visa pictures and costume apparel, will be reimbursed with proper submission of receipts as per other reimbursements. **Expenses must be approved before the expense is incurred.** Every receipt must be clearly legible and submitted no later than 14 days after the expense is incurred. It should include the following information: name, tour or activity (e.g., Philadelphia Tour), date of expense, and amount. Submission must be made to the Executive Director only (or their designee) via email, PDF, or delivery of original receipt. Second Company Members will be reimbursed within seven business days.



Exceptions to the Guidelines:

Immediate conditions beyond the Foundation's control: E.g., weather, act of war, damage to the theater, riots and civil disturbance, political turmoil, global pandemic, and other uncontrollable circumstances. The Foundation will be responsible for paying Second Company Member expenses only.

Changes known in advance by Foundation: When situations arise that are not specifically addressed in these Guidelines, Management will consult with the Second Company Members as soon as the change is known and discuss potential solutions within 48 hours. Once a solution is identified, Management will communicate it to Second Company Members in writing (or email) within two business days.

Immediate conditions beyond Second Company Member's control: (health issues, work permit issues, family emergencies, etc.): The Company Member will consult immediately with Management to present and discuss agreeable solutions.

Changes known in advance by Second Company Member: (conflicting engagement, personal travel conflicts, visa or work permit issues): The Second Company Member will consult with Management as soon as the change is known and will present and discuss it within 48 hours. Once a solution is identified, Second Company Members will communicate it to Management in writing (or email) within two business days.

Collaborations with other organizations or producers outside original agreement: Due to different demands and situations, there may be new parameters that may require adjustment. At all times safety of dancers and appropriate rest and preparation will be maintained. Information will be provided to Second Company Members as soon as available and solutions to any differences with guidelines will be resolved by Company Representatives (in consultation with Second Company Members) and Director.

End of Guidelines