EMPLOYEE HANDBOOK

Vol. 19.1
The Mission of ASA College is to educate a diverse and qualified student population to become responsible professionals committed to lifelong learning by equipping them with a firm academic foundation and career-specific competencies. ASA offers high-quality degree and certificate programs that respond to the needs of students and employers in a global economy. ASA faculty and staff are dedicated to maintaining professionalism and institutional integrity in a student-centered environment.
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This handbook is designed for employees of ASA College as a guide to the institution’s personnel policies and procedures. It is provided for informational purposes and is, in no way, to be construed as an employment contract. Any new policies, procedures or modifications made to current practices can only be done by college officers. Notification of changes will be distributed to all employees to be added to this handbook as an appendix until the next official printing.

ASA College is an independent, coeducational institution of specialized higher learning. We are dedicated to providing qualified applicants with a college education necessary for them to be at the forefront of the technological revolution by equipping each student with skill-specific expertise, a firm academic foundation, and the professional standards required for employment in today’s rapidly changing world. We offer career oriented programs relevant to the needs, interests, and aspirations of our varied constituencies. ASA College is a degree-granting college with programs registered by the New York State Education Department.

ASA opened its first classes in July 1985 and operated as Advanced Software Analysis until November 1994. During this time ASA College became a separate independent institution. From its modest beginning of one class with twelve students, ASA College has steadily grown and is now serving its student population of approximately 4200 students. Since 2010, ASA has been regionally accredited by the Middle States Commission on Higher Education.

It is the policy of ASA College to give equal opportunity in hiring and recruiting all qualified persons without regard to age, gender, race, color, creed, religion, national or ethnic origin, disability, marital status, military or veteran status, genetic information, sexual orientation, or any other status protected by law.

Employment policies and procedures at ASA College provide that all individuals be recruited, hired, assigned, advanced, compensated, and retained on the basis of their qualifications and treated equally in these and all other respects without regard to age, gender, race, color, creed, religion, national or ethnic origin, disability, marital status, military or veteran status, genetic information, sexual orientation, or any other status protected by law.
NON-DISCRIMINATION POLICY

ASA College is an equal employment affirmative action institution. The college does not discriminate against any person on the basis of age, gender, race, color, creed, religion, marital status, national or ethnic origin, disability, or sexual orientation in its admissions, employment, educational programs, student services, activities, or administration of education policy, except as such condition may constitute some bona fide occupational or assignment qualifications.

ASA is firmly committed to providing all employees equal access to its programs, resources, opportunities and facilities. Violations of the College’s policies against unlawful discrimination and harassment may result in disciplinary action, including but not limited to being barred from campus, suspended, or dismissed from the College.

Inquiries regarding the non-discrimination policies and grievance procedures should be directed to:

Human Resources Office
1293 Broadway, 9th Floor
New York, NY 10001
(212) 672-6450, ext.1100
employeegrievance@asa.edu

ANTI-HARASSMENT POLICY

ASA is committed to a workplace free of discrimination and harassment based on race, color, religion, age, sex, national origin, disability, status as a veteran, or any other protected status. Offensive or harassing behavior will not be tolerated. This policy covers students, vendors, customers, or others who enter our workplace, as well as all employees. Supervisory or managerial personnel are responsible for taking proper action to end such behavior in their workplace.

In an effort to prevent sexual and other forms of harassment from occurring, this policy against harassment will be communicated to each employee. No employee of this company is exempt from this policy.

Offensive conduct or harassment of a sexual nature, or based on race, color, religion, age, sex, national origin, disability, status as a veteran or any protected status is prohibited. This may include but is not limited to:

• Offensive physical actions, written, spoken, or graphic communication (for example, obscene hand or finger gestures or sexually explicit drawings).
• Any type of physical contact when the action is unwelcome by recipient (for example, brushing up against someone in an offensive manner).
• Expectations, requests, demands, or pressure for sexual favors.
• Slurs, jokes, posters, cartoons, and gestures that are offensive.
• Any form of bullying that rises to the level of harassment, i.e., bullying and harassment based on gender or sex stereotypes including sexual harassment and gender-based harassment of lesbian, gay, bisexual and transgender (LGBT) individuals.

Any such offensive conduct will be considered a prohibited form of harassment when any of the following are true:
• There is a promise or implied promise of preferential treatment or negative consequence regarding employment decisions or status.
• Such conduct has the effect of creating an intimidating or hostile or offensive work environment, or unreasonably interferes with a person’s work performance.
• A third party is offended by the sexual conduct or communication of others.

Harassment is considered a form of employee misconduct. Disciplinary action, up to and including termination, will be taken against any employee engaging in this type of behavior. Any supervisor or manager who has knowledge of such behavior yet takes no action to end it is also subject to disciplinary action.

Anyone who believes he or she is being discriminated against as a result of harassing behavior (for example, other employees being given special treatment in exchange for sexual favor(s)) is encouraged to report it.

Complaints should be made to the Human Resources Office or a Vice President. All complaints will remain as confidential as possible and will be subject to ASA’s Grievance Procedure (described in the following section). Complaints made in good faith will in no way be held against an employee.

ASA College prohibits retaliation against any individual who reports discrimination or harassment or participates in an investigation of such reports. Retaliation against an individual for reporting harassment or discrimination is a serious violation of this policy and, like harassment or discrimination itself, will be subject to disciplinary action.

**TITLE IX STATEMENT**

It is the policy of ASA College to comply with Title IX of the Education Amendments of 1972, which prohibits discrimination (including sexual harassment and sexual violence) based on sex in the College’s educational programs and activities. Title IX also prohibits retaliation for asserting or otherwise participating in claims of sex discrimination. ASA College has designated Title IX Coordinators, listed below, to coordinate ASA College’s compliance with and response to inquiries concerning Title IX.

For more information regarding ASA College’s Sexual Misconduct Policy, see [https://www.asa.edu/title-ix/](https://www.asa.edu/title-ix/)
A person may also file a complaint with the Department of Education’s Office for Civil Rights regarding an alleged violation of Title IX by calling 1-800-421-3481 or visiting: www2.ed.gov/about/offices/list/occr/complaintintro.html

The following have been designated to handle inquiries and reports of incidents of sexual misconduct:

Jennifer Ross, JD, Ombud / Title IX Coordinator
1293 Broadway, 8 Floor (Room 817)
New York, NY 10001
(212) 672-6450 x 1452
titleIX@asa.edu

Jayne H. Weinberger, EdD, Chairperson, Ophthalmic Dispensing / Title IX Coordinator
1293 Broadway, 6 Floor (Room 602)
New York, NY 10001
(212) 672-6450 x 1431
titleIX@asa.edu

Mindy Hamilton, JD/MA Campus Dean / Title IX Coordinator
530 W. 49th Street (Room 233)
Hialeah, FL 33012
(305) 400-3810 x 4933
titleIX@asa.edu

Additionally, Title IX training and information dissemination is handled by:

Human Resources Office
1293 Broadway, 9th Floor
New York, NY 10001
(212) 672-6450x1100

**SEXUAL HARASSMENT AND MISCONDUCT**

ASA College (the “College”) is committed to protecting the safety, health, and well-being of its students, employees, and all people who come into contact with the College community. In support of this commitment, and in keeping with applicable federal and state requirements, the College has created a sexual misconduct policy that prohibits sexual misconduct, as well as retaliation against an individual for making a good faith report of conduct prohibited under this policy. For purposes of this policy, “sexual misconduct” means a wide range of unwelcome sexual behavior that is committed without consent or by intimidation, coercion, threat or force, including, but not limited to, sex discrimination, sexual harassment, sexual assault, sexual coercion, sexual exploitation, dating violence, domestic violence, and stalking.

ASA will investigate reported incidents confidentially and take any necessary action. Disciplinary actions include suspension or dismissal from the college, depending on the nature and substance of the grievance.

For more information regarding ASA College’s Sexual Misconduct procedure, see https://www.asa.edu/title-ix/
GRIEVANCE PROCEDURE

Informal Resolution of Complaints

Regular and forthright communications between staff and supervisors reduces the likelihood of the need for more formal review and is in the mutual best interest of both the College and staff. Following the informal procedures described below is recommended, however, employees are not required to follow informal procedures before a grievance is brought according to the College’s formal procedure.

Employees are requested to follow the steps outlined below:

1. Discuss the matter with the other individual involved in the presence of the Office of Human Resources, who will seek to mediate and facilitate resolution of the dispute between the parties.
2. If a resolution is not reached after discussion with the employee, or if the employee chooses not to directly discuss the matter with the individual in the presence of the Office of Human Resources, the employee should discuss the matter with the employee’s immediate supervisor or with the Office of Human Resources, who will attempt to act as an intermediary between the parties in order to reach a resolution of the matter.
3. If the supervisor or chairperson cannot resolve the issue, the matter should be reported to the area vice president.
4. If the employee is dissatisfied with the outcome, s/he can immediately proceed with a formal grievance procedure.

Formal Resolution of Complaints

In the event that informal attempts to resolve employee grievances are not successful, a staff member may then file a formal grievance. The grievance must be in writing, signed by the staff member, and submitted to the Office of Human Resources or to the complainant’s Department Director.

The statement should provide an outline of the circumstances giving rise to the issue, identification of the parties involved, and the location and date of the incident.

Upon receipt of the written statement from the employee, the statement will be reviewed by the Employee Grievance Review Board (“Board”). The Board will consist of three (3) members. One member of the Board will be selected by the Office of Human Resources and one by the President. The two selected members will select a third member for the Board. The Board will name its own chairperson.

The parties may present to the chair of the Board their own testimony, testimony of witnesses, and other documentary evidence. The chair of the Board may gather any other material necessary and may gather other information and facts needed to facilitate a fair decision. This stage of the grievance procedure will be completed within 14 working days, or as soon as reasonably possible by the chair of the Board or his/her designee. Within seven (7) working days after the completion of the “fact finding” investigation the chair will convene the full Board to hear the complaint and review the findings.
of the investigation. After the full Board meets and reaches a conclusion, the chair will issue a written finding on the issue. If an employee has violated a policy or acted inappropriately the chair will recommend remedial action be taken. A copy of the decision will be sent to the President of ASA as well as to the grievant and to the subject of the grievance.

Either involved party may appeal the decision to the President within seven (7) working days of receipt of the decision by delivering a written appeal request to the office of the President and to the Office of Human Resources.

Employee’s Rights
No employee shall be disciplined, penalized, restrained, coerced or otherwise prejudiced in his or her employment, in any manner whatsoever, for exercising the rights or remedies provided in this Grievance Policy. However, employees may not use this policy and procedure for the purpose of disrupting the operations of the College. In such cases, the employee may receive disciplinary action.

Management’s Rights
It is not the College’s intent by establishing the foregoing policy and procedures to prohibit, or in any way obstruct, a manager or supervisor from prudently exercising his or her management rights and duties. “Management Rights and Duties” is defined as, but not necessarily limited to, the right of a manager or supervisor to:
- hire employees within established College policies and procedures;
- develop in-house policies which adhere to current College policies;
- set work schedules, lunch hours, and breaks;
- transfer, promote or demote an employee to achieve optimum use of the employee’s skills, talents, and abilities;
- discipline or discharge an employee for cause;
- redesign jobs to insure operational efficiency;
- terminate an employee because of lack of work or funds, or any other legitimate business reason, including but not limited to, changes in organizational structure, etc.

EMPLOYEE REASONABLE ACCOMMODATION POLICY AND PROCEDURE
ASA College is committed to providing individuals with disabilities equal opportunities in all phases of employment. ASA College will, in good faith, provide reasonable accommodations for its employees as required by the Americans with Disabilities Act of 1990.
- Employees must identify themselves as having a disability and request reasonable accommodation. The college has no duty to seek out and determine the need for an accommodation absent a specific request from an employee.
- Employees must be qualified in order to be eligible to receive accommodations.
- The college is not required to eliminate an essential job
function as an accommodation for a disability. “Essential job function” is a fundamental function of the position or the primary reason the position exists.

- The college is not required to lower performance standards, whether qualitative or quantitative. The college may, however, have to provide reasonable accommodation to enable an employee with a disability to meet a performance standard.
- Cost or other impact of a requested accommodation may be measured against the accommodation’s efficacy in determining whether it is reasonable.
- No change or modification is required if it would cause undue hardship to the college. Undue hardship refers not only to financial difficulty, but to accommodations that are unduly extensive, substantial, disruptive, or those that would fundamentally alter the nature or operation of the college’s work.
- The college will attempt to provide the reasonable accommodation requested, but may choose among reasonable accommodations as long as the chosen accommodation is effective. Through an interactive process, the college may offer alternative suggestions for reasonable accommodations and discuss their effectiveness in removing the workplace barrier that is impeding the individual with a disability.
- The college has no duty to provide personal items needed to accomplish daily activities both during and outside of working time. This includes items such as eyeglasses, hearing aids, and prosthetic limbs.

**Procedure to Request a Reasonable Accommodation:**

Employees are responsible for requesting reasonable accommodations, and providing adequate documentation of their disability and the need for accommodation, as needed.

Employees requesting accommodations should be referred to the Office of Human Resources to complete a Disability Accommodation Request form. The employee must indicate the specific way in which his or her disability limits his or her ability to perform the essential functions of his or her job; this shows the college why an accommodation is needed. The employee must also offer or request a reasonable accommodation. The Office may request additional information, including (1) medical documentation of the individual’s functional limitations verifying the disability, which can include a second and even third opinion, and (2) prognosis of a particular, demonstrated or known symptom of the employee’s disability occurring, when relevant to the duties of the job.

The Office of Human Resources will consult with the employee and the supervisor or department head as needed to determine the essential functions of the job, and identify possible accommodations.

**SELECTION OF PERSONNEL**

In filling vacancies which arise, consideration will be given to current employees whose qualifications are sufficient to merit promotion.
In the event that a vacancy arises which cannot be filled by a current employee, the following procedures apply:

• Any individual applying for a position may be asked to send in a resume for review and to come in for an interview.
• Selection will be based on the applicant’s skills, knowledge, abilities, interest, and performance of present and past positions where appropriate.

ASA College has the right to verify employment and/or references. Verification may include: data and place of employment, title and duties, salary rate, job performance, status, and reason for termination.

PROFESSIONAL INTEGRITY OF THE STAFF AND FACULTY

One of ASA’s objectives is to hire employees with demonstrated professional integrity and to provide a work environment that fosters this quality in its staff. The integrity and trustworthiness of each employee is essential to the stature and reputation of ASA College.

Members of staff are expected to maintain the highest standards of integrity and honesty in the conduct of their work and in dealing with consumers (past, present, and future students).

Breaches of integrity standards will result in termination from employment and, where appropriate, criminal charges will be sought. Some of the actions that are violations of the College’s professional integrity standards are highlighted below.

• Unauthorized price change for personal use or for a friend.
• Misappropriation of school records, supplies, textbooks and/or equipment (computers, software, televisions, VCR’s, adding machines).
• Instructing or encouraging students to lie, misrepresent, or provide false information on applications for admission or financial aid.
• Altering any official school records maintained by any department.

Conversely, the institution is committed to never create situations that would lead to ethical quandaries or dilemmas for staff, or that would involve the blatant violation of federal or state education laws and/or regulations.

CONFLICT OF INTEREST POLICY

Conflict of interest occurs when an employee either has an existing or potential financial or other interest which impairs, or might appear to impair, the employee’s independent judgment in the discharge of responsibilities to the School or may receive a material financial or other benefit from knowledge or information confidential to the School.

All conflicts of interest must be disclosed to the employee’s immediate supervisor.

A violation of any provision of this policy may subject an employee to sanctions, up to and including termination of employment.
**FRATERNIZATION POLICY**

**EMPLOYEE- STUDENT RELATIONSHIP**

Employees are prohibited from fraternizing with students and must maintain a strictly employee-student relationship at all times. Employees are prohibited from engaging in unprofessional behavior with students including but not limited to dating students, meeting students for any personal reasons, driving students home or accepting rides from students, or taking students to lunch, dinner, or events in furtherance of and to enrich the academic and institutional experience minimize physical contact students to no more than handshakes when extended by students, and to remain culturally sensitive and cognizant as physical contact is forbidden among many cultures.

Any employee who participates in any type of unprofessional behavior jeopardizes the integrity of ASA College and will be subject to disciplinary action up to and including termination.

**WORKPLACE AND DATING RELATIONSHIP**

ASA COLLEGE holds its employees to the highest ethical and professional standards. As such, we have created a fraternization policy that outlines our guidelines regarding employees forming personal relationships with each other. Our goal is to protect the well-being of our employees and retain the professional working environment.

Employees of ASA COLLEGE are encouraged to develop and maintain professional relationships in the workplace, so long as these relationships do not interpolicy does not prevent the development of friendships or even romantic relationships between coworkers, but it does establish boundaries as to how relationships are conducted during working hours and within the working environment.

**BEFORE DEVELOPING ROMANTIC RELATIONSHIPS, CONSIDER THE POTENTIAL FOR:**

- Workplace gossip
- Sexual harassment allegations
- Favoritism
- Repercussions of a break-up
- Work distraction

Employees who engage in consensual romantic relationships must conduct them should not engage in any inappropriate behaviors that may cause their coworkers to, intimate contact like:

- Kissing
- Prolonged hugging
- Hand holding
- Massaging
- Personal texting, emails and calls

Romantic relationships between managers and their employees are not permitted, plus the chance for coercion and/or preferential treatment. Any supervisor, manager or director within the company who engages in a romantic relationship with a member of his or her team must report it to the human resources department immediately. Once reported, the company will analyze the situation to determine a resolution. Failure to comply with this fraternization policy may result in termination, departmental transfers or voluntary resignation. Employees may report policy violations anonymously through the Incident report form. You will not be penalized for reporting inappropriate behavior.
TERMS OF EMPLOYMENT

ASA is an at-will company and all employees are employed at-will. This means that employment at ASA College can be terminated immediately at any time, for any reason, and without any notice. Any dismissal due to position elimination, budget cuts, downsizing, or for any other reason whatsoever, does not require ASA College to provide any notice, pay in lieu of notice, severance pay or any other payment. Regardless of level or length of service, employment may be terminated any time by ASA or the employee. No commitment can be made to an employee concerning the length of his or her employment.

Initial Employment Period

There is a 90 day initial period for all new employees. This period gives the employee the opportunity to determine if the job is suited to his/her interests and capabilities. The period also provides ASA with the opportunity to assess the employee on the job. At the end of the initial period, the employee, if performing the job satisfactorily, will continue performance. If unsatisfactory, he/she may be dismissed any time during the 90 days. During this initial period, the employee is not eligible for employee benefits with the exception of holiday pay. The holiday pay is only applicable to Full-Time salaried employees.

In the event the employee is called for jury duty during the initial employment period, the initial time will be extended for the number of days equal to the jury duty served.

Salary

ASA makes an effort to establish and maintain salaries which are reasonable based on general business conditions, the qualifications needed for the position, the job responsibilities, and the company’s financial status.

Salary Increases

There are two types of salary increases: promotional and merit. A promotional increase may be given when an employee moves into another position with increased responsibilities or when the person’s current job grows sufficiently to be assigned a higher salary grade.

Merit increases may be given after an employee successfully completes a year in a position and has received a satisfactory review. However, merit increases are not automatic and are contingent on prevailing business conditions, and whether or not the employee has reached the maximum pay rate designated for the position.

Performance Review

A performance review is used to assess an employee’s performance, job understanding, quality and quantity of work. Each employee will be given a performance review once a year by his/her supervisor.

The performance review is designed to be constructive for the employee and the company. Employees will be rated as follows: Excellent, Good, Satisfactory, Fair, and Poor.

Any employee who receives a rating below satisfactory will be notified of those areas in which performance is deficient and will be given 30 days to bring performance up to a satis-
Each evaluation will be discussed with the employee involved. The employee may indicate his/her agreement or disagreement in writing and is required to sign the evaluation form to indicate that it has been discussed.

**Personnel Records**
Employees are requested to provide the Human Resources Office and their immediate supervisor with current personal information. Any change of name, address, telephone number or authorization for different paycheck deductions must be made in writing and given to the Human Resources Office.

**CONDITIONS OF WORK**

**Hours of Work**
The actual work schedule will depend on the type of work done. Based on the needs of the organization and/or the individual, the work schedule may be adjusted by the executive officers and/or the department’s supervisor. Every employee who works more than 6 (six) but less than 7(seven) hours per day is entitled to and must take a half hour (30 minutes) unpaid lunch break. Every employee who works 7(seven) hours or more per day is entitled to and must take a one hour unpaid lunch break.

- Non-exempt full-time staff are required to work forty (40) hours per week in order to maintain their FT status.
- FT Instructors/Faculty should work 35 hours per week to maintain their FT status.
- FT status Exempt employees are required to work a minimum of 40 hours per week to maintain their FT status.
- FTE, full-time equivalent staff, should work a minimum of 30 hours but not more than 35 hours per week to maintain their FTE status effective April 23, 2019. This policy will apply to newly hired FTE employees and current employees converted to FTE from this date onward.
- ASA College reserves the right to reclassify FT employees that are consistently working less than the expected weekly hours to either FTE or PT position.

ASA College has a right to request Exempt employees to use their Vacation or Personal PTOs in the event of employee absence due to personal reason or due to ASA closure during otherwise normal working day(s). ASA College reserves the right to cover an exempt employee’s day of absence with either Vacation or Personal day.

In the event of employees being absent for one(1) full or more full days in a single week due to any personal reason, employee can cover this day(s) with their available Personal or Vacation day(s) or request an UNPAID day(s) either via Online Request for managerial approval or by submitting FT Leave Request form (signed by employee and approved by manager) to HR office.

**Overtime Policy**
ASA’s current practice doesn’t allow overtime hours unless requested in advance by the employee’s immediate supervisor or department head and approved by the Office of the President. Unauthorized use of OT can result in disciplinary ac-
Compensatory time or overtime may be given at the discretion of the President.

**Job Classifications**

Employees are generally classified under two major categories: non-exempt and exempt.

Exempt employees are those who are exempt from the overtime provision of the Fair Labor Standards Act. These employees generally perform defined executive, professional or administrative duties. They are paid on salary basis.

Non-exempt employees are eligible to receive overtime pay, at a rate of 1.5 times their regular hourly rate, for the time worked in excess of 40 hours (excluding holidays and PTO).

**Pay Period**

A pay period consists of two weeks: For each two week pay period ending on Sunday, employees will be paid the following Friday.

**Hand Punch**

All employees must be sure to punch in at their appropriate starting time/location and punch out when scheduled to leave. If an employee experiences a problem with the punch-in process, the following procedure should be followed:

- Notify your immediate supervisor immediately of the time you come into work and when you’re done for the day, or
- If your supervisor is not available, you have to immediately notify the HR Department of your time, or
- If your supervisor is not available, and you can’t reach
anyone from the HR department, then you have to e-mail your hours from your ASA e-mail account to someone from HR or Payroll. Failure to follow this procedure will result in delaying your pay.

**Loss of Paycheck**
Any employee who loses his/her paycheck where the company has to stop payment on the check, must reimburse the company for the stop payment fee charged by the bank.

**Attendance**
Regular attendance is the employee’s responsibility. When absence is unavoidable for illness or any other reasons, the employee must notify his/her immediate supervisor by the beginning of the work day. During the initial employment period, two or more days’ absence may result in a dismissal warning.

**Tardiness**
Tardiness seriously interferes with the efficient operation of the company. If an employee is going to be late due to an emergency, it is important to notify his/her immediate supervisor as soon as possible. Excessive or habitual tardiness will be cause for discipline, including dismissal.

**Job Abandonment**
In the event an employee requests time off and is denied by the administration, yet the employee takes the time after it has been denied, the absence will be considered as an unauthorized absence and treated as a voluntary termination. Employees who fail to report to work for three consecutive business days without notifying the company of the absence will be considered as having voluntarily resigned as a result of job abandonment.

**Dress Code**
It is management’s intent that work attire should complement an environment that reflects an efficient, orderly, and professionally operated organization. This policy is intended to define appropriate “business attire” during normal business operations. Business attire is to be worn Monday through Friday.

**Enforcement**
Department managers and supervisors are responsible for monitoring and enforcing this policy. The policy will be administered according to the following action steps:
1. If questionable attire is worn in the office, the respective department supervisor/manager will hold a personal, private discussion with the employee to advise and counsel the employee regarding the inappropriateness of the attire.
2. If an obvious policy violation occurs, the department supervisor/manager will hold a private discussion with the employee and ask the employee to go home and change his/her attire.
3. Repeated policy violations will result in disciplinary action, up to and including termination.
Incidental and occasional personal use of company computers and ASA’s voice mail and electronic mail systems is permitted, but information and messages stored in these systems will be treated no differently from other business-related information and messages, as described below.

The use of the electronic mail system may not be used to solicit for commercial ventures, religious or political cause, outside organizations, or other non-job related solicitations. Furthermore, the electronic mail system is not to be used to create any offensive or disruptive messages. Among those which are considered offensive, are any messages which contain sexual implications, racial slurs, gender-specific comments, or any other comments that offensively address someone’s age, sexual orientation, religious or political beliefs, national origin, or disability. In addition, the electronic mail system shall not be used to send (upload) or receive (download) copyrighted materials, trade secrets, proprietary financial information, or similar materials without prior authorization.

Although ASA College provides certain codes to restrict access to computers, voice mail and electronic mail to protect these systems against external parties or entities obtaining unauthorized access, employees should understand that these systems are intended for business use, and all computer information, voice mail and electronic mail messages are to be considered as company records.

ASA College also needs to be able to respond to proper requests resulting from legal proceedings that call for electronically stored evidence. Therefore, ASA College must, and does,
maintain the right and the ability to enter into any of these systems and to inspect and review any and all data recorded in those systems. Because ASA College reserves the right to obtain access to all voice mail and electronic mail messages left on or transmitted over these systems, employees should not assume that such messages are private and confidential or that ASA College or its designated representatives will not have a need to access and review this information. Individuals using ASA College’s business equipment should also have no expectation that any information stored on their computer, whether the information is contained on a computer hard drive, computer disks or in any other manner, will be private.

ASA College has the right to monitor voice mail and/or electronic mail messages as well as computer usage.

The contents of computers, voice mail, and electronic mail, properly obtained for some legitimate business purpose, may be disclosed by ASA College, if necessary, within or outside of ASA College.

Given ASA College’s right to retrieve and read any electronic mail messages, such messages should be treated as confidential by other employees and accessed only by the intended recipient.

ASA College’s President will review any request for access to the contents of an individual’s computer, voice mail, or electronic mail prior to access being made without the individual’s consent.

Violation of this policy may result in the full range of sanctions, including the loss of computer or network access privileges, disciplinary action, suspension, termination of employment, dismissal from ASA, and legal action. Some violations may constitute criminal offenses under local, state, and federal laws. If appropriate, the college will carry out its responsibility to report such violations to the appropriate authorities.

Employment actions should be handled by the appropriate department with the advice and guidance of Human Resources.

Company Cell Phones

Where job or business needs demand immediate access to an employee, the company may issue a business cell phone to an employee for work-related communications. To protect the employee from incurring a tax liability for the personal use of the equipment, such phones are to be used for business reasons only. Phone logs will be audited to ensure no unauthorized use has occurred.

Company-provided cellular phones are only to be used for company business. In the event of an emergency, an employee should notify the IT Department within 48 hours, giving the details of the call including phone time and number called. All charges incurred will be billed to the employee.
Conducting Personal Business on Company Time
Employees are not permitted to engage in their own personal business during working hours. An employee who contravenes this policy will be subject to dismissal.

Emergency Closing
At times, emergencies (such as severe weather, fires, power failures, etc.) can disrupt company operations. In extreme cases, these circumstances may require the closing of a work facility. In the event that such an emergency occurs, local radio 1010 WINS stations as well as the ASA website will broadcast notification of the closing.

Gifts
Employees should not solicit or accept for personal benefit, directly or indirectly, any gift, loan, or any item of substantial monetary value from any person, students, former students or company that is seeking to conduct or currently conducting business with ASA College. Meals and accommodations of a reasonable and normal value provided to employees on company business may be accepted.

Family Employment Policy
The employment of relatives in the same department of an organization may cause serious conflicts and problems with favoritism and employee morale. In addition to claims of partiality in treatment at work, personal conflicts from outside the work environment can be carried into day-to-day working relationships.

For the purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage.

Relatives of persons currently employed by ASA College may be hired only if they will not be working within the same department or directly supervising a relative. ASA College’s employees cannot be transferred into such a reporting relationship.

If the relative relationship is established after employment, management has the right to transfer one of the relatives to a different department within 10 calendar days. If the relative relationship is currently present, the company has the right to transfer one of the relatives to a different department within 5 calendar days.

ASA College also has the right to terminate employment of one of the relatives in the event that there are no transferable opportunities available.

Disciplinary Suspension Without Pay Policy
ASA College may utilize progressive discipline when ASA, in its discretion, deems it appropriate. However, ASA need not follow any order of discipline and reserves the right to immediately suspend or discharge any employee in its sole discretion, without prior warning, consistent with its policy of at-will employment. Disciplinary action may be imposed including, but not limited to, cases involving any of the following misconduct: tardiness, excessive unexcused absences,
insubordination, poor performance, and violation of policy, etc. Discipline may include, without limitation, verbal warnings, written warnings, probation, suspension without pay, demotion, and termination, to be determined by ASA College in its sole discretion.

Non-exempt employees may be suspended without pay for any period of time for any reason.
Exempt employees may be suspended without pay for one or more full days or for one or more full week(s) of 7 days each, by sole discretion of ASA’s College management, for the following reasons but not limited to:

1. Violation of safety rules of major significance, or
2. Serious misconduct in violation of ASA’s workplace conduct policies, including, but not limited to, the policies on Equal Employment Opportunity, Non-Discrimination and Anti-Harassment, Professional Integrity, Conflict of Interest, Drug and Alcohol Free Workplace, or Workplace Violence, or

If an employee fails to return to work as scheduled following a suspension without pay and fails to provide notice to his/her immediate supervisor of an acceptable reason for his/her absence from work, will be considered as voluntarily termination. Failure to demonstrate immediate and sustained improvement or if additional performance deficiencies arise, the employee will be subject to termination.

Nothing in this Discipline Policy affects ASA College at-will employment policy, and both ASA and the employee continue to have the right to terminate employment, with or without notice, and with or without cause or reason. This Policy will govern to the extent there is any conflict between this Policy and other provisions of the Handbook.

**BENEFITS**

**Medical Insurance Eligibility**

Only Full-Time salaried and Full-Time Equivalent (FTE) employees are entitled to insurance benefits through ASA College after completing the 90-business day initial employment period. Coverage is effective 90 business days following date of hire. For staff that are promoted from PT or FTE to FT, the 90-day period begins on the date that staff member becomes full time. Effective 7/1/15, ASA College pays 72% of the cost of medical insurance benefits for the employee. Staff members pay the remaining 28%. On the other hand, FTE employees are required to pay 9.5% of their adjusted gross income towards the cost of their health insurance (i.e., Minimum Value Plan). Staff members, who wish to cover their spouse and/ or eligible dependents (see below for definition of eligible dependents) under the medical plan, may do so provided they pay 100% of the additional amount through payroll deduction. Dental and Vision insurance are voluntary programs made available only to FT employees. Because they are voluntary programs, employees pay 100% of single and family coverage.

ASA medical insurance plans (health, dental, and vision) are pre-tax plans; therefore they are governed by Section 125 of
the Internal Revenue Code. Under this IRS Code, elections are good for the entire plan year. Employees cannot change elections mid-year. For instance, if employees decide to drop health medical benefits during the plan year because they can no longer afford it, they will not be able to do so. Those employees will ONLY be able to drop coverage during open enrollment, which happens once a year. Certain changes are allowed under special circumstances such as (1) Entitlement to or loss of eligibility for Medicare or Medicaid; (2) A judgment, decree or order; (3) An employee takes leave under FMLA, and (4) Change in coverage under another employer plan.

There may be instances when an employee is not working during a payroll period (semester breaks) or may have worked significantly lesser number of hours. In those cases, the employee will be required to provide ASA with a check to cover their medical insurances and/or their dependents (if they have chosen those kinds of coverages). The payments must be sent to ASA in advance in order to avoid coverage terminations.

**MEDICAL INSURANCE**

**Full-Time Salaried Employees**

ASA provides all Full-Time employees (staff and faculty) with a medical insurance plan. ASA reserves the right to change providers at its discretion. Eligible employees are entitled to such medical benefits through ASA College after completing the 90-day initial employment period. For staff that are promoted from PT or FTE to FT, the 90-day period begins on the date that staff member becomes full time. ASA College pays 72% of the cost of medical insurance benefits. Employees are required to pay the remaining 28%. FT staff members who wish to cover their eligible spouse and/or dependent children up to the age of 26 under the same medical plan may do so provided they pay 100% of the additional amount through payroll deduction. Information about the additional cost of health insurance for dependent care is available at the Human Resources Office. At the time of initial employment, FT staff members MUST complete a medical acceptance or declination form. Employees are allowed to make changes within the 90 day window period only. If you do not make your medical coverage decision within the 90-day initial employment period, you will not be to be enrolled in the medical insurance program nor will you be able to cancel/decline current enrollment until the next open enrollment period. Elections for health insurance are irrevocable for the plan year under Section 125 plans. However, changes can only be made if the following life changing experience occurs:

- Change in marital status.
- Change in hours to less than 30 hours per week on average if the employee and covered family members enroll in another plan providing minimum essential coverage. The employee is eligible for special enrollment period to enroll in another plan in a qualified health plan through the Marketplace/Exchange. Employees and others covered must enroll in the plan by the first day after coverage ends under the employer plan.
- Change in number of dependents.
- Change in coverage of spouse or dependent under another employer plan (i.e., spouse’s employer had no insurance cov-
verage before but now offers a health plan.)
• Change in residence (i.e., employee or dependent moves out of plan area.)
• Significant costs changes in coverage.
• Significant curtailment of coverage (to cut short, reduce, diminish or shorten coverage.)

**Full-Time Equivalent Employees (FTE)**

In accordance with the Affordable Care Act, effective January 1, 2015, ASA also provides all Full-Time Equivalents (FTE) employees (working an average of 30+ hours weekly) with a Minimum Value Plan. FTE employees are required to contribute 9.5% of their adjusted gross wages (gross wages minus 401K contributions), through payroll deduction. FTE staff members who wish to cover their eligible spouse and/or dependent children up to the age of 26 under the same medical plan may do so provided they pay 100% of the additional amount through payroll deduction. Information about the additional cost of health insurance for dependent care is available at the Human Resources Office. At the time of initial employment, FTE staff members MUST complete a medical acceptance or declination form. If you do not make your medical coverage decision within the 90-day initial employment period, you will not be to be enrolled in the medical insurance program nor will you be able to cancel/decline current enrollment until the next open enrollment period.

**Dental Insurance**

Dental plan is available at discounted group rates to all eligible (Full-Time employees only) employees of ASA College. The Dental plan gives you access to a national network of more than 77,000 dental providers. Dental insurance is a voluntary program. As such, employees pay 100% of the premium for single and family coverage. Any employee registering for the dental insurance plan must fill out a Dental Acceptance form and submit it to ASA Human Resources Department.

**Vision Insurance**

Vision benefits are also available to all eligible (Full-Time employees only) employees of ASA College. Vision plan offers comprehensive vision benefits through a large national network of providers. Vision insurance is a voluntary program. As such, employees pay 100% of the premium for single and family coverage. Any employee registering for the vision insurance plan must fill out a Vision Acceptance form and submit it to ASA Human Resources Department.

**Definition of Eligible Dependents**

Under the Affordable Care Act (ACA), Employers are required to offer coverage for adult children until the age of 26. The ACA defines dependent relationship as son, daughter, stepson, stepdaughter, eligible foster child, or adopted child. If an employee elects to cover a dependent child, he/she must pay 100% of the dependent’s medical coverage. Employees must provide proof of relationship.

**Basic Life Insurance**

Basic Life Insurance coverage provides important supplemental financial protection for your family in the event of your death. ASA College provides eligible employees with Basic Life Insurance at no cost.
All Full-Time salaried employees are eligible for Life Insurance benefits equal to your annual basic salary up to a maximum benefit of $100,000.

Benefits are reduced by 35% at age 65, and by an additional 15% at age 70. Taxable income: The cost of employer provided life insurance benefits in excess of $50,000 is reportable as taxable income each year.

**ACCIDENTAL DEATH & DISMEMBERMENT INSURANCE (AD&D)**

AD&D Insurance coverage provides important financial protection in the event of death, loss of hands, feet and/or vision when an employee experiences a loss within 365 days of a related accident.

Accidental Death & Dismemberment benefits are equal to your basic life insurance benefit. Benefits are reduced by 35% at age 65, and by an additional 15% at age 70. All Full-Time salaried employees and Faculty are eligible for AD&D insurance at no cost.

**SHORT TERM DISABILITY INSURANCE**

Short Term Disability (STD) coverage provides important financial protection for your family in the event of an extended recovery from accident or illness.

Only New York ASA employees are eligible for Short Term Disability benefits. The Short Term Disability benefit is calculated at 50% of your weekly salary to a maximum of $170 weekly, with a 26-week maximum period of payment. The elimination period is 7 days for disability due to injury and/or sickness. If you need to file for short term disability, please go to the ASA website, fill out the form, and submit the completed form to HR.

The State of Florida does not require short-term disability coverage.

**LONG TERMS DISABILITY INSURANCE**

Long Term Disability coverage provides important financial protection for your family in the event of an extended recovery from accident or illness. All New York Full-Time salaried employees and faculty are eligible for Long-term disability benefits equal to 60% of their covered monthly earnings up to a maximum benefit of $5,000. The elimination period is 180 days. Benefits are provided through social security normal retirement age, as long as you meet the definition of disability. The State of Florida does not require long-term liability. If you need to file for long term disability, please go to the ASA website, fill out the form, and submit the completed form to HR.

**EMPLOYEE ASSISTANCE PLAN (EAP)**

ASA provides an Employee Assistance Plan (EAP) that offers assistance with day-to-day issues, so you can be at your best at work and at home.

Confidential assistance is available for concerns such as:

- Family, relationship and parenting issues;
- Child and elder care needs;
- Emotional and stress-related issues;
• Conflicts at work or home;
• Alcohol and drug dependencies;
• Health and wellness issues;

Services available include:
• Telephone consultation, available 24/7, with licensed mental health professionals;
• Referrals to local child and elder care services and resources;
• Up to three face-to-face counseling referrals to a national network of licensed and certified clinicians;
• Referrals to community resources when you need additional assistance.

EAP services are available 24/7 at toll free 1-855-283-1915 or visit www.mylifevalues.com (log in user name and password: RESOURCES) to all employees at no cost to you and your family. If you need assistance beyond the scope of the EAP, the counselor will help you find an affordable solution. (You are responsible for any fees resulting from referrals outside of the EAP, including those associated with a medical benefit plan.)

COBRA
Covered employees and their dependents that lose insurance coverage for any of the following reasons are eligible to continue medical and dental insurance through COBRA: termination, reduction in hours, divorce or legal separation, death of the employee, eligibility for Medicare, or loss of dependent child status under the plan. All administrative rules and processes, such as open enrollment periods, as well as changes in plan benefits and premiums, apply to those on continuation coverage.

The New York State Chapter 498 Continuation Coverage states that once the normal 18 months of COBRA ceases for a participant in a plan that is flagged as New York State eligible, the participant will get an additional 18 months of New York State coverage as long as the employee continues to pay the premium. NY Employees have 60 days from the date of termination to accept continuation coverage through the insurance company.

Florida Health Insurance Coverage Continuation Act mirrors the federal COBRA laws, providing 18 months of continuation coverage under the medical health insurance group’s policy. Disabled employees may continue coverage up to 29 months. Florida Employees have 30 days from the date of termination to accept continuation coverage through the insurance company.

An important caveat to note is that COBRA benefits apply to medical and comprehensive plans only. It does not apply to self-funded: dental-only or vision-only plans.

401(K) PLAN
This plan allows eligible Staff and Faculty to save on a pre-tax basis for retirement. You may save from 1% to 15%, which is what we refer to as your elected contribution. Amounts may be higher for participants over 50 years of age.
ASA College will match 25% of the first 6% of the elected contribution. You are fully vested after 3 years of participation in the plan. There are several different funds you may select to invest in. You must be employed by ASA College for at least one year before you are eligible to participate in this plan.

**HOLIDAYS**
ASA College observes 6 scheduled holidays per year. Full-Time salaried employees are paid for the following company holidays:
- New Year’s Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

In event that a scheduled holiday falls on a Saturday or Sunday, the holiday will be observed on Friday or Monday.

Employees will be notified if there are any future changes to the holiday schedule. The company reserves the right to change scheduled holidays.

A memorandum is generally issued at the beginning of each year specifying the dates that will be observed as holidays for the following year.

**VACATION POLICY**
ASA College grants paid vacation time only to Full-Time salaried employees and Full-Time salaried instructors. Vacation time is granted to such employees each calendar year in accordance with the following schedule:

<table>
<thead>
<tr>
<th>Calendar Years of Service</th>
<th>Number of Paid Vacation Days</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Year of Hire</strong></td>
<td></td>
</tr>
<tr>
<td>At least 1 full year, but less than 7 years of service as of January 1</td>
<td>10 days</td>
</tr>
<tr>
<td>At least 7 full years of service as of January 1</td>
<td>15 days</td>
</tr>
</tbody>
</table>

Vacation time accrues at an equal rate each month of the calendar year as follows:

<table>
<thead>
<tr>
<th>Employee Type</th>
<th># of Vacation Days per Year</th>
<th># of Vacation Hours per Year</th>
<th>Monthly Accr Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Full-Time Instructors</td>
<td>10 days</td>
<td>70</td>
<td>5.84</td>
</tr>
<tr>
<td></td>
<td>15 days</td>
<td>105</td>
<td>8.75</td>
</tr>
<tr>
<td>Full-Time Regular Employees</td>
<td>10 days</td>
<td>80</td>
<td>6.67</td>
</tr>
<tr>
<td></td>
<td>15 days</td>
<td>120</td>
<td>10.00</td>
</tr>
<tr>
<td>VP - Executive Employees</td>
<td>15 days</td>
<td>120</td>
<td>10.00</td>
</tr>
<tr>
<td></td>
<td>20 days</td>
<td>160</td>
<td>13.34</td>
</tr>
</tbody>
</table>

The following employees are not eligible for any paid vacation time:

- Part-Time (PT) employees whose regular work schedule is less than 30 hours per week;
- Full-Time Equivalent (FTE) employees whose regular work schedule is more than 30 hours per week.
An employee will change from “Part-Time” or “Full-Time equivalent” to “Full-Time” only if advised of such a change by management, and then, only in writing with appropriate approval. If such a change in status or classification occurs, however, no portion of the employee’s service as a “Part-Time” or “Full-Time Equivalent” employee shall be credited or considered in any way for purposes of determining the employee’s eligibility for paid vacation time.

Employees may not take vacation until it has accrued, unless approved by employee manager and “Wage Advance and Authorization of Payroll Deduction” form and “FT Employee Leave Request form” approved by manager is signed and approved by HR representative. These forms must be approved by HR prior to actual Vacation start.

The maximum number of advanced (waged advanced) vacation days is five (5).

No vacation days will accrue during an employee’s leave of absence, including and not limited to FMLA leave of absence.

Vacation days may be taken ONLY in half (½) or full-day increments.

Exempt Employees ARE NOT ALLOWED to use half (½) a day of Vacation PTO towards an entire day of absence.

Employees may carry over up to a maximum of five (5) unused accrued vacation days from one calendar year to the next. Any unused accrued vacation days in excess of the five-day carryover amount will be forfeited if not used by December 31 of accrued year.

Vacation must be requested at least 1 week in advance and scheduled with managerial consent. Unscheduled and/or unapproved vacation can interfere with ASA’s operations and must be avoided. Unscheduled and/or unapproved vacation days will not be considered as a paid time off and will not be paid.

If a holiday observed by ASA College occurs while an employee is taking paid vacation, the holiday will not be deducted from the employee’s accrued vacation time.

**FACULTY employee’s Vacation time guidelines:**
- All FT faculty must schedule their Vacation time off during semester breaks.
- During semesters, any Vacation time off can be taken only on national holidays when classes are not in session (and when ASA Collage is open).
- Any Time off requested during semester will not be allowed and will not be paid as Vacation PTO.

*The above policy does NOT apply to Sick Leave.*

Exceptions to the above policy may be made for Extenuating Circumstances with the presentation of verifiable documentation.

Employees should request vacation leave via online or leave request form and submit it to their supervisor for approval. Requests for vacation at the Director’s level and above will not be authorized without President’s approval. Based upon department needs, ASA College will attempt to grant an employee the vacation dates he/she requests.
Additional information and guidelines about faculty vacation policies will be found in the faculty handbook.

Note: Upon resignation or termination of employment for any reason, or when employee is converted from Full-Time salaried employee or from Full-Time salaried instructor to “Full-Time Equivalent” or to “Part-Time” classification/position, employee will not receive pay for any accrued yet unused vacation time. All accrued but unused vacation time will be forfeited.

**SICK LEAVE POLICY**

ASA’s CALENDAR YEAR is always from January 1st to December 31st.

**New York Sick Leave Policy:**

1. ASA provides its New York City employees with Paid Sick Leave in accordance with the New York City Paid Sick Leave Law, as detailed below:

2. ASA College employees are prohibited from taking sick leave until it has actually accrued and from taking paid sick leave until they have completed 120 calendar days of employment.

3. No sick leave accrues during an employee’s leave of absence.

4. When foreseeable, employees should request sick time online via the TIMEFORCE time & attendance system, or complete a leave request form, indicating their intention to use sick leave and submit to their supervisor for approval.

5. ASA College reserves the right to discipline an employee who misuses sick leave if an employee uses sick leave for a purpose other than those set forth in the law. Indications of using sick leave for purposes other than those described by the law include, but are not limited to:
   - Using unscheduled sick leave on or adjacent to weekends, regularly scheduled days off, holidays, vacation days or pay day;
   - Taking sick leave on days when other leave requests have been denied; and,
   - Taking leave on days when the employee is scheduled to work a shift or perform duties perceived as undesirable.

Other evidence that an employee engaged in an activity that is not consistent with the employee being sick or with the employee using sick leave for a preventative medical appointment may also indicate misuse of sick leave.

**NEW YORK SICK LEAVE POLICY**

*Effective December 1, 2017*

**Eligibility:**

1. All NYC employees are eligible for 40 (forty) hours of paid sick leave per calendar year, provided they work more than 80 (eighty) hours in a calendar year.

**Accrual and usage:**

2. ASA College employees will accrue sick leave at the rate of one hour of sick leave for every 30 (thirty) hours worked, up to 40 (forty) hours of sick leave in a calendar year.

3. ASA College employees may use sick leave as it is accrued.
4. ASA College employees may donate their accrued and unused sick leave hours to other ASA College employees ONLY in crucial situations. Pre-approval of such donations will be decided based upon whether the situation falls under the definition of a “Crucial Situation” by ASA management.

5. ASA College employees are prohibited from using any accrued sick leave until they have completed 120 calendar days of employment. If a newly hired employee commences employment at ASA College at time when there are fewer than 120 days left in the calendar year, the employee’s accrued sick leave will be carried over into the next calendar year. The employee can then start using the accrued sick leave after 120 days.

6. ASA College employees may carry over up to 40 hours of accrued unused sick time from one calendar year to the next; however no employee may take over 40 (forty) hours of paid sick time in a calendar year.

7. ASA College full-time employees may take sick leave in half or full-day increments. Fulltime instructors who normally work 7 hours daily can take a full day off at 7 (seven) hour increments or half day at 3.5 (three and a half) hour increments. All other full-time employees who normally work 8 hours daily can take a full day off at 8 (eight) hour increments or half day at 4 (four) hour increments.

8. ASA College part-time and full-time equivalent (“FTE”) employees may take sick leave hours that are equivalent to the employees’ scheduled hours.

9. ASA College employees will be paid for used sick leave no later than the payday for the next regular payroll period beginning after the sick time was used by the employee.

10. ASA College employees may use sick leave for all authorized uses under the New York City Paid Sick Leave Law, including but not limited to:

   i. The employee’s care of treatment of a mental or physical illness, injury or health condition;
   ii. The employee’s need for medical diagnosis, care, or treatment of a mental or physical illness, injury or condition;
   iii. The employee’s need for preventative medical care;
   iv. The employee’s elective surgery, including organ donations;
   v. Care of a family member who needs medical diagnosis, care, or treatment of an illness, injury, or health condition, or who needs preventative medical care;
   vi. Care of a family member who has elective surgery, including organ donations;
   vii. Closure of ASA College due to a public health emergency (as declared by the commissioner of the New York City Department of Health and Mental Hygiene or the Mayor); and,
   viii. The employee’s need to care for a child whose school or child care provider is closed due to a public health emergency.

11. The New York City Paid Sick Leave Law recognizes the following as an employee’s family member:
i. Child (biological, adopted, or foster child; legal ward; child of an employee standing in loco parentis),
ii. Grandchild;
iii. Spouse;
iv. Domestic Partner;
v. Grandparent;
vi. Child or parent of an employee’s spouse or domestic partner; and.
vii. Sibling (including a half, adopted, or step sibling).

**Documentation:**

12. ASA College may require medical documentation for absences of more than three (3) consecutive days for which sick leave is used. Any requirement that an employee provide documentation from a licensed health care provider in order to be paid for sick leave shall:

i. Be limited to circumstances in which the employee uses sick leave on more than 3 (three) consecutive work days;
ii. Not require the employee to disclose the nature of the illness, injury or health condition;
iii. Require documentation from only one licensed health care provider; and
iv. Allow the employee at least 7 (seven) days from the date of the employee’s return to work to submit such documentation.

**Notice requirements:**

13. ASA College requires employees to provide written notice of the employee’s foreseeable need to use sick leave, at least a minimum of 4 (four) days in advance. This written notice is to be provided to the employee’s supervisor and Human Resources Department. If sick leave use is unforeseeable, the employee must notify his/her supervisor as soon as possible via email and/or phone call.

14. A foreseeable use of sick leave occurs when the employee is able to predict or know in advance that he or she will need to use sick leave, such as a doctor’s visit, or a regular psychotherapy appointment.

15. An unforeseeable use of sick leave occurs when an employee requires time to care for, or obtain medical treatment for themselves or a family member that was not reasonably anticipated.

**Sick leave rights post resignation or termination:**

16. Upon separation of employment by resignation, termination or for any other reason, all accrued and unused sick time will be forfeited. However, if an employee is re-hired within 6(six) months of separation from ASA College, that employee’s accrued and used hours will be reinstated.

**Notice of employee rights:**

17. Employee rights under the New York City Paid Sick Leave Law are not waivable.

18. It is a violation of the New York City Paid Sick Leave Law for any employer to take an adverse action against an employee for exercising his or her rights under the law. Any employee whose rights may have been violated may contact or file a complaint with the New York City Department of Consumer Affairs.
**Florida Sick Leave Policy:**

**Part-Time (PT) and Full-Time Equivalent (FTE) employees are NOT eligible for paid Sick Time.**

ASA College employees may not take Sick Leave until it has accrued. All ASA employees may not use any accrued paid sick leave until they have completed 120 calendar days of employment. No Sick Time accrues during an employee’s leave of absence.

Employees should request sick time online or complete a leave request form and submit it to their supervisor for approval.

ASA College reserves the right to discipline an employee who misuses Sick Leave if an employee uses Sick Leave for a purpose other than those set forth by the law. Indications of using Sick Leave for purposes other than those described by the law include, but are not limited to:

- Repeated use of unscheduled Sick Leave on or adjacent to weekends, regularly scheduled days off, holidays, vacation, or pay day.
- Taking leave on days when other leave has been denied.
- A pattern of taking leave on days when the employee is scheduled to work a shift or perform duties perceived as undesirable.

Evidence that an employee engaged in an activity that is not consistent with the employee being sick or with the employee using Sick Leave for a preventive medical appointment may also indicate misuse of Sick Leave.

All Full-Time salaried employees whose regular work schedule is at least 40 hours per week and Full-Time salaried instructors whose regular work schedule is at least 35 hours per week are entitled to accrue up to five (5) sick days per calendar year, to be accrued for each full calendar month worked at the following rates:

- 3.34 hours for regular Full-Time salaried employees, and
- 2.92 hours for regular Full-Time instructors.

Any unused accrued paid sick time may not be carried over and will be forfeited if not used by December 31 of accrual year.

Full-Time salaried employees and Full-Time salaried instructors may not use any accrued paid sick time until they have completed 120 calendar days of employment.

Sick Leave is intended to provide income in the event when a personal illness or injury prevents employee from performing his/her job.

HR/Payroll Department or employee’s supervisor can request documentation from a licensed health care provider as a proof of employee’s illness.

Sick Leave may be taken only in half or full-day increments.

**Note:** Upon resignation or termination of employment for any reason, or when employee is converted from Full-Time salaried employee or from Full-Time salaried instructor to “Full-Time equivalent” or to “Part-Time” classification / position, employee will not receive pay for any accrued and unused sick time. All accrued and unused sick time will be forfeited.
PERSONAL LEAVE POLICY

Only Full-Time salaried employees and Full-Time salaried instructors are entitled to accrue up to five (5) Personal days per calendar year, to be accrued for each full calendar month worked at the following rate:

- 3.34 hours for Full-Time salaried employees
- 2.92 hours for Full-Time instructors.

No Personal days may be used in the first 90 calendar days of employment as a Full-Time salaried employee or Full-Time salaried instructor.

Any unused accrued Personal time may not be carried over and will be forfeited if not used by December 31 of accrual year.

The following employees are not eligible for any paid Personal Time:

- Part-Time (PT) employees whose regular work schedule is less than 30 hours per week;
- Full-Time Equivalent (FTE) employees whose regular work schedule is more than 30 hours per week.

An employee will change from “Part-Time” or “Full-Time equivalent” to “Full-Time” only if advised of such a change by management, and then, only in writing with appropriate approval. If a change in status or classification to Full-Time salaried employee or Full-Time salaried instructor occurs, however, no portion of the employee’s service as a “Part-Time” or “Full-Time equivalent” employee shall be credited or considered in any way for purposes of determining the employee’s eligibility for paid Personal Time.

Personal Leave should be requested and approved in advance. Employees should request Personal leave via online or ”FT Employee Leave Request form” and submit it to their supervisor for approval.

Personal days may be taken ONLY in half (½) or full-day increments.

Exempt Employees ARE NOT ALLOWED to use half (½) a day of Personal PTO towards an entire day of absence.

Requests for personal leave at the Director’s level and above will not be authorized without President’s approval.

FACULTY employee’s Personal time guidelines:

- All FT faculty must schedule their Personal time off during semester breaks.
- During semesters, any Personal time off can be taken only on national holidays when classes are not in session (and when ASA Collage is open).
- Any Time off requested during semester will not be allowed and will not be paid as Personal PTO.

The above policy does NOT apply to Sick Leave.

Exceptions to the above policy may be made for Extemuating Circumstances with the presentation of verifiable documentation.

ASA College employees may not take Personal Leave until it has accrued. Personal leave is not accrued during an employee’s leave of absence.
Note: Upon resignation or termination of employment for any reason, or when employee is converted from Full-Time salaried employee or from Full-Time salaried instructor to “Full-Time equivalent” or to “Part-Time” classification/position, employee will not receive pay for any accrued yet unused personal days. All accrued but unused personal days will be forfeited.

**LEAVE FOR DEATH IN THE IMMEDIATE FAMILY**

One day may be granted as leave with pay to Full Time staff only, if there is a death in the immediate family (siblings, parents, and children). Written documentation of the service is to be submitted to the Human Resources department upon return.

**PAID FAMILY LEAVE (PFL)**

New York’s Paid Family Leave provides job-protected, paid time off so employees can:

- Bond with a newly born, adopted or fostered child,
- Care for a close relative with a serious health condition, or
- Assist with family situations when a family member is deployed abroad on active military service.

Please refer to Paid Family Leave (PFL) Policy below or to ASA HR’s web site for details.

**Paid Family Leave Policy**

1. **What You Need To Do To Request Paid Family Leave (PFL):**

   1. Notify your employer. When you want to take Paid Family Leave, you must notify your supervisor and ASA HR department at least 30 days before your leave will start, if it’s foreseeable. Otherwise, notify your supervisor and HR as soon as possible.

   2. Obtain required forms. Paid Family Leave (PFL) Information, form completing Instructions and forms are located on main ASA HR web site.

<table>
<thead>
<tr>
<th>QUALIFYING EVENTS &amp; FORMS:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bond with a newborn adopted or fostered child</td>
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<tr>
<td>Form PFL-1 - Request For Paid Family Leave.pdf</td>
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<tr>
<td>Form PFL-2 - Bonding Certification.pdf</td>
</tr>
<tr>
<td>Care for a family member with a serious health condition</td>
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<tr>
<td>Form PFL-1 - Request For Paid Family Leave.pdf</td>
</tr>
<tr>
<td>Form PFL-3 - Release Of Personal Health Information.pdf</td>
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<tr>
<td>Form PFL-4 - Health Care Provider Certification For Care Of Family Member.pdf</td>
</tr>
<tr>
<td>Assist family members due to another family member’s active military duty or impending active duty abroad</td>
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<tr>
<td>Form PFL-1 - Request For Paid Family Leave.pdf</td>
</tr>
<tr>
<td>Form PFL-5 - Military Qualifying Event.pdf</td>
</tr>
</tbody>
</table>

   Forms submissions should be directed to: HR Department / asa_hr@asa.edu

3. **Complete and submit forms.** Fill out the Request for Paid Family Leave (Form PFL-1), following the instructions on the cover sheet, make a copy for your records, and submit it to your HR Department. If HR Department fails to respond, you may proceed to the next step below and submit all materials directly to ASA’s Paid Family Leave insurance carrier.

4. **Obtain and attach supporting documentation.** The specific documentation and additional forms required for each type of leave are described on the request forms and listed below.

5. **Submit your request forms and supporting documentation.** Submit to ASA’s Paid Family Leave insurance carrier. You can submit your claim before or within 30 days after the start of your leave. The insurance carrier must pay or deny your request within 18 calendar days of receiving your completed request.
If you have a complaint or dispute regarding Paid Family Leave benefits or wage deductions, please go to: https://www.ny.gov/new-york-state-paid-family-leave/paid-family-leave-information-employees%20-%20complaints for information and instructions. You can get more information about filing a claim by calling the Paid Family Leave toll-free helpline at (844) 337-6303.

2. Required Supporting Documentation:
When requesting Paid Family Leave, you will need to file a Request for Paid Family Leave form as well as documentation in support of your Paid Family Leave request. The specific documentation required varies based on the type of leave, as outlined below:

For the Birth of a Child:
The birth mother will need the following documentation:
• Birth certificate, or
• Documentation of pregnancy or birth from a health care provider (includes mother’s name and due/birth dates).
A second parent will need the following documentation:
• Birth certificate, or if not available, a voluntary acknowledgment of paternity or court order of filiation; or
• A copy of documentation of pregnancy or birth from a health care provider (includes mother’s name and due/birth dates) and a second document verifying the parent’s relationship with the birth mother or child.

For Foster Care:
• Letter of placement issued by county or city department of social services or local voluntary agency

For Adoption:
• Legal evidence of adoption process
• If second parent is not named in documentation, a copy of that document plus a second document verifying relationship to the parent named in the foster care placement.

For Leave to Care for a Family Member with a Serious Medical Condition:
• Certification from the care recipient’s health care provider.

For Military-related Leave:
• US Department of Labor Military Family Leave Certification (Federal Military Leave Form)
• Copy of Military Duty Papers
• Other documentation supporting the reason for the leave (copy of meeting notice or other meeting documentation, ceremony details, rest and recuperation orders, etc.)

3. What You Need To Know When Requesting PFL:
1. Health Insurance Contribution: You must continue to pay your portion of the premium cost while on Paid Family Leave. ASA College requires a minimum of 5 business days advance contribution payment to be made by employee to ASA’s Finance Department. Failure to pay contribution toward insurance premium after the 10th day of the month will result in the cancelation of the insurance coverage and offering of COBRA.
2. Relationship with other types of leave: Paid Family Leave (PFL) can be taken by employees who are eligible for time off under the provisions of the FMLA.

PFL will run concurrently with designated FMLA leave when the reason for leave qualifies under both PFL and FMLA. Eligible employees must then apply for both PFL and FMLA.

You may not receive Short-Term Disability and PFL benefits at the same time.

You may not take more than 26 combined weeks of Short-Term Disability and PFL in a 52-week period.

If you are unable to work and qualify for Workers’ Compensation Benefits, you may not use Paid Family Leave (PFL) benefits at the same time as you are receiving Workers’ Compensation benefits.

3. Accruing time for PFL eligibility: Time spent on paid vacation, sick or personal days (PTO) can be counted toward an employee’s eligibility determination.

Employee contribution toward PFL during periods of Paid Time Off will continue via payroll deductions.

4. Supplementing PFL with Accrued Time: Employees may not supplement PFL with Accrued time.

5. Using accrued time off with PFL: Employees may not use accrued time off with PFL benefits.

6. Accrual of Paid Time Off while on PFL: While on PFL, employees will not continue to accrue sick, personal or vacation time.

7. Policy on spouses taking PFL: ASA College policy allows only one employee at a time to receive PFL to bond with the same child or care for the same family member.

4. Contacts:
ASA Paid Family Leave insurance carrier is:
Lincoln Life & Annuity Company of NY
8801 Indian Hills Drive
Omaha, NE 69114
Telephone number: (800) 423-2765

5. Disputes:
If your Paid Family Leave (PFL) claim is denied, the insurance carrier will provide you with information about how to request arbitration. A neutral arbitrator will decide claim-related disputes.

Contact Insurance carrier:
Lincoln Life & Annuity Company of NY
8801 Indian Hills Drive
Omaha, NE 69114
Telephone number: (800) 423-2765

FAMILY AND MEDICAL LEAVE (FMLA)
In accord with federal law, ASA College provides to eligible employees a leave of absence without pay pursuant to the provisions under the Family and Medical Leave Act (FMLA).

Reasons for FMLA Leave:
Eligible employees are able to use up to a total of 12 unpaid weeks of leave in any fiscal year with proper medical or other documentation for the following types of absences:
• An employee’s own serious health condition.
• Serious health condition of an employee’s immediate family member.
• Caring for a newborn or newly-placed adopted child or foster child.
• Qualifying exigency arising out of an employee’s immediate family member who is a covered service member on covered active duty.

An eligible employee may also take up to 26 weeks of leave during a single 12-month period to care for a covered “service member” with a serious injury or illness, if the eligible employee is the service member’s spouse, son, daughter, parent, or next of kin (military caregiver leave).

To be eligible for FLMA leave, employees must have worked at least 1,250 hours in the 12 months preceding commencement of the leave.

Leaves of absence are to be approved by the Division/Department head and HR for periods that will exceed three working days. Generally, employees are expected to provide 30 days notice for leaves for the birth, adoption, or placement for foster care of a child. Employees are to provide as much notice as is practical under the circumstances when requesting a leave.

All requests for personal, medical, and family leave due to the serious illness of a family member must include a physician’s statement. On a periodic basis, an updated physician’s statement may be required by ASA.

For a leave based on personal illness, a physician’s release showing the employee is fit to resume normal job duties, or any restrictions, must be provided to the supervisor before the employee may return to work. Failure to provide the physician’s statement may lead to the denial of a leave, denial of the continuation of leave, or denial of reinstatement. The medical leave will end if the employee’s physician releases him or her to return to work, either on a Part-Time basis or with certain restrictions, and ASA agrees to accommodate the physician’s instructions by temporarily modifying the job. If the employee does not accept the modified position, the employee must either apply for a personal leave or terminate employment.

ASA will reasonably accommodate any employee with a disability release to return to work in accordance with the Americans with Disabilities Act.

All medical information will be maintained in confidence in accordance with the Americans with Disabilities Act.

Health care coverage is continued while an employee is on an approved FMLA leave for up to three months. An employee with family medical is responsible for paying the family amount in full on the first day of each month. Failure to pay monthly contributions may result in the termination of coverage for any dependents. During the leave, the employee is to notify the HR Director in writing of any changes in coverage. No benefits accrue during leave.

The employee is expected to advise his or her supervisor of any revisions needed pertinent to the leave. If the employee fails to return to work at the end of the leave, he or she will be considered as having voluntarily resigned effective as of the last day of work.
Employees on leave may not work elsewhere while on leave, except as part of an approved rehabilitation program, and employees are to comply with applicable ASA policies, such as confidentiality and conflict of interest. Failure to comply with applicable policies may lead to discipline up to and including discharge.

Upon return to work, ASA will reinstate the employee to his or her former position or an equivalent one in accordance with applicable law and ASA policy. However, the employee has no greater right to reinstatement than if the employee had been continuously employed during the Family Medical Leave Act leave period. Changes in assignments, duties, hours, schedules, and the like may occur due to business necessity.

**Lactation Accommodation Policy**

ASA College provides accommodations to employees who wish to express breast milk during work hours. This includes the following lactation accommodation policy administered by the Human Resources Department. Starting March 2019, this policy is effective to all current employees and all new employees at the start of their employment.

In accordance with the New York City Human Rights Law, ASA College provides reasonable accommodations for employees’ pregnancy, childbirth, or related medical conditions, including accommodations for lactation. Before an employee returns from parental leave, ASA College will seek to discuss with the employee whether the employee needs a reasonable accommodation to express breast milk at work.

All employees are expected to assist in providing a positive and supportive atmosphere for breastfeeding employees.

ASA College will not tolerate discrimination or harassment against any employee based on the request for or usage of lactation accommodations. Any discrimination, harassment, or other violations of this policy can be reported to the Human Resources Department.

**Eligibility**: All Employees based in New York who are nursing mothers wishing to express breast milk while at work for up to three (3) years after the birth of the employee’s child are eligible to do so.

**Use of Lactation Room:**

- ASA College’s dedicated lactation rooms are located at:
  - Manhattan Campus: 1293 Broadway Room 400A 4th Floor
  - Brooklyn Campus: 151 Lawrence Street Room 220A 2nd Floor and 383 Pearl Street Room 500A 5th Floor
- The lactation room: is clean; is free from intrusion and shielded from view of others; contains at least one electrical outlet, a surface to place a pump and other personal items, and a chair. It is near running water and locks automatically.
- When more than one employee needs to use the designated lactation room, ASA College will discuss various options with all employees who use the lactation room to determine what arrangement addresses each employee’s needs such that each employee has access to the lactation room amenities. Options may include creating a schedule for use. Any accommodation
will ensure each employee is afforded a reasonable amount of time to pump.

- A refrigerator is available in the lactation room for employees to store breast milk.
- ASA is not responsible for ensuring the safekeeping of expressed milk stored in any refrigerator on its premises. The employee is required to store all expressed milk in closed containers and to bring such milk home at the conclusion of the work day.

**Reasonable Time to Express Breast Milk:**
- Employees are allowed to use reasonable unpaid break time and their normal breaks and meal times to breastfeed or express breast milk during work hours. Employees can use breaks and meal times to express breast milk for up to three years following childbirth. For time beyond their usual break times, employees may use personal leave or may make up the time as agreed upon with Human Resources and their supervisor.
- ASA College will provide a reasonable amount of time for an employee to express breast milk, at least 20-30 minutes depending on the location of your nearest lactation room, and will not unreasonably limit the amount of time or the frequency that an employee expresses breast milk. The Human Resources Department will speak with the employee to determine a schedule of breaks that reasonably accommodates the pumping needs of the employee.
- ASA College does not require the employee to work while pumping.

**Lactation Accommodation Request Process:**
- Before an employee returns from parental leave, The Human Resources Department will resend this policy to the employee in writing (electronically or by mail) and request information from the employee regarding the need for a reasonable accommodation to express breast milk at work.
- Employees may also independently request a lactation accommodation by contacting the Human Resources Department. Upon contacting the HR Department, you will be given a Lactation Room Request form to fill out. On this form, the employee should indicate the accommodations they will need for expressing breast milk at work.
- The Human Resources Department will respond to a request for a lactation accommodation as quickly as possible. Under no circumstances will this amount of time exceed five (5) business days. During the time it takes to respond to a request and/or engage in a cooperative dialogue to determine the accommodation, ASA College will provide a temporary accommodation to the employee so that the employee can pump in a manner that meets the employee’s immediate needs, unless that poses an undue hardship.
- ASA College recognizes that employees’ lactation accommodation needs may change over time. Employees may request changes to their existing lactation accommodation at any point.

**Undue Hardship:**
- If ASA College believes that the lactation accommodation requested poses an undue hardship, ASA will discuss reason-
able alternatives with the employee to accommodate the employee’s needs, initiating a cooperative dialogue as quickly as possible, but absolutely no later than five (5) business days from the date of the request. The conversation between the Human Resources Department and the employee will be in good faith, may occur orally or in writing, and will conclude with a final written determination of the accommodation granted or denied. This process gives the employee an opportunity to have an open discussion with HR about their needs, and ASA College has an opportunity to hear its employee and work with them to come up with an appropriate accommodation for the employee.

- For example, if ASA College believes the length of time an employee needs to pump is an undue hardship for ASA to accommodate, the Human Resources Department will engage in a cooperative dialogue with the employee to determine if there is an accommodation, such as an adjusted pumping schedule, or more frequent pumping breaks for shorter periods of time, that addresses ASA’s concerns and the employee’s needs.
- During the time it takes to respond to a request and/or engage in a cooperative dialogue to determine the accommodation, ASA College will provide a temporary accommodation to the employee so that the employee can pump in a manner that meets the employee’s immediate needs unless doing so poses an undue hardship.

**Time Off:** Employees have the right to time off from work for prenatal appointments and to recover from medical conditions related to childbirth.

**Worker’s Compensation**
ASA College employees are covered by Worker’s Compensation Insurance for injuries sustained while on the job. It is extremely important that accidents be reported in writing to the Human Resources Department the same day they occur. This information is used to complete Form C-2 “Employer’s report of work-related injury/illness” which must be submitted to the Workers Compensation Board within 10 days.

**Unemployment and Disability Insurance**
ASA College employees are covered by the New York State Unemployment Insurance Plan which provides unemployment benefits when applicable and disability benefits to employees who are unable to work because of a disability over an extended period of time.

**Social Security Retirement Benefit**
Employees of ASA College are covered for Social Security under the Federal Insurance Contribution ACT (FICA). Contributions are set by law and deducted from paychecks. ASA contributes an equivalent amount on behalf of the employee. ASA forwards both the employee and ASA’s FICA payments to the Social Security Administration which holds the funds in trust for the benefits of the employee. That federal agency provides an accounting for employees of their accumulated payments into the Social Security Trust Fund. Although ASA contributes FICA payments on behalf of employees, the Federal Social Security Administration, and not ASA, is responsible for the administration of SSI benefits.
**TUITION REIMBURSEMENT POLICIES**

ASA has a Tuition Adjustment for Employees effective immediately. Employees and their direct relatives interested in taking courses offered by ASA College will be given a tuition adjustment as follows:

1. Employees - 50%
2. Employees’ direct relatives - 35%

**For Faculty:** Available to Full-Time salaried faculty members, (who have maintained FT status for at least one semester) - 50% of semester tuition (up to a maximum of $5000 per annum) is reimbursed under the following conditions:
   i. Matriculated status at a regionally accredited college or university. Purely online programs that do not have residency requirements and are not measured in semester hours of credit do not fall under this policy;
   ii. Must take a minimum of three (3) semester hours of credits per semester and receive a grade of “B” or better for all courses attempted.
   iii. Must be enrolled in either Master’s or a Doctoral Program;
   iv. Program of study must be within the teaching discipline at ASA.

**For Staff:** Available to staff members who completed a minimum of 90 days of service and cannot be combined with a scholarship, discount or promotion:

   a. Staff members without Associate Degrees: Enrollment into any Associate degree program at ASA College - 50% of semester tuition is reimbursed. Staff members are responsible for fees and other non-tuition charges. They must maintain a Cumulative Grade Point Average (GPA) of 2.5 or higher in each semester of enrollment to receive the tuition reimbursement.
   b. Staff members with Associate degrees who pursue degrees at the Baccalaureate level receive a tuition reimbursement of up to $2000 annually under the following conditions:
      i. Matriculated status at a regionally accredited college or university. Purely online programs that do not have residency requirements and are not measured in semester hours of credit do not fall under this policy;
      ii. Program of study must be related to the field of work at ASA;
      iii. Must be enrolled for a minimum of three (3) semester hours per credits per semester and maintain a cumulative GPA of 2.5 or higher in their program.

All reimbursable expenses must be pre-approved by the Vice President of a respective area and the President of ASA.

All Faculty and Staff who complete a higher-level degree (regardless of whether they have received tuition reimbursement or not) will be eligible to receive double the percentage amount of their annual performance appraisal.
Close Family Relatives of Faculty and Staff: All faculty and staff members (who have worked for a minimum of 90 days) may extend the tuition reimbursement benefits to their close family relatives. They will receive 35% of semester tuition reimbursement upon enrolling into any of our Associate Degree programs at ASA College. They must maintain a Cumulative Grade Point Average (GPA) of 2.5 or higher for each semester of enrollment to receive the tuition reimbursement. This cannot be combined with any other scholarship, discount or promotion.

Jury Duty
Employees are required to inform their supervisor at least one week before appearing for Jury duty. ASA College makes no provisions for paid jury leave, other than required by federal or state law.

IN SERVICE TRAINING AND CAREER DEVELOPMENT
All employees are encouraged to attend in-service training and staff seminars.

Before any seminar or a conference can be booked, the President needs to review the agenda of the seminar/conference and approve the booking.

EMPLOYEE EXPENSES
Payment for travel must be authorized in advance by the appropriate area Vice President and ASA College President, supported by invoices. Other expenses will be reimbursed if authorized in advance and supported by invoices.

TRANSFER TO ANOTHER DEPARTMENT
If there is an opening in another department and an employee wishes to transfer, he/she must advise the supervisor of his/her interest. The Human Resources Department must be notified and will arrange for an interview with the hiring department.

RESIGNATIONS
Supervisory personnel resigning from their position are expected to give the organization at least one month’s notice. All other employees are expected to give two weeks notice. All resignations must be in writing and submitted to the immediate supervisor and the Human Resources Department.

DISMISSAL
During the initial employment period, the immediate supervisor or area Vice President has the right to dismiss an employee without any notice of dismissal. Employees dismissed during this period are not entitled to the provisions of the grievance procedures.

After the initial employment period, the President, Vice President, or immediate supervisor has the right to dismiss an employee.
for any of the reasons stated below. This list is not exhaustive. Whether or not the dismissed employee will be provided with any amount of notice or notice pay, or none at all, will be entirely in the sole discretion of ASA College regardless of the reason for dismissal.

Upon dismissal, an employee may request written notification of the grounds for the dismissal.

False or misleading information provided in any part of the employment application package, employment forms, or inability to provide supporting documentation when or if required, can and will result in disqualification for employment consideration or, if hired, may be grounds for immediate termination from ASA college.

If an employee feels that the dismissal is not in accordance with the stated causes for dismissal, he/she may utilize the grievance procedure outlined herein.

**Dismissal Offenses**
The following are examples of terminable offenses for which employees may be dismissed. This list is not exhaustive and other conduct may also warrant dismissal as determined by ASA. ASA remains free to terminate employment for any reason at any time.

- Misconduct, wrong doing or illegal activities in the performance of his/her duties.
- Engaging in private business during working hours.
- Continued tardiness or absenteeism.
- Public insubordination.
- Abusive or threatening behavior.

| Drug and Alcohol Free Workplace Policy |

In compliance with federal regulations, ASA College is committed to providing a drug and alcohol free environment for its employees (and students).
It is a condition of employment that no employee may be involved in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, or abuse of alcohol.

WORKPLACE POLICY ON SMOKING

ASA College is committed to providing a safe and healthy work environment, and recognizes the need for its employees to work in an environment free of tobacco smoke. Consistent with Federal, State and local law, smoking is prohibited in all areas of ASA College.

Employees that comply with ASA College’s smoking policy are permitted to smoke during their work hours. To promote a fair and equitable work environment, employees who smoke during work hours must do so during their lunch break ONLY.

Employees who violate ASA College’s smoking policy will be subject to discipline, up to and including termination.

Consistent with federal, state, local law, and ASA College’s Employee Handbook, ASA College will not discriminate against an employee, or a prospective employee, for legal tobacco use.

REVISION DATES

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<tbody>
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ASA’s Manhattan Campus is conveniently located in the heart of midtown, at the intersection of 34th Street and Broadway, across from Macy’s and one block from The Empire State Building. It is easily accessible by public transportation with quick connections to Penn Station and Grand Central Terminal.

**Train:**
- 34th St & 8th Ave: A C E LIRR
- 34th St & 7th Ave: 1 2 4 LIRR
- 34th St & 6th Ave: B D F N Q R V W
- Lexington Avenue

Amtrak, New Jersey Transit

ASA’s Brooklyn Campus is conveniently located in the MetroTech downtown business area, not far from Borough Hall and adjacent to Fulton Mall. It is well served by subway and bus and only a few minutes from Manhattan.

**Train:**
- Lawrence St./MetroTech Station:
  - Borough Hall: R M 4 5 2 3
  - Jay Street: A C F
  - Hoyt Street: 2 3
  - Dekalb Avenue: B Q R M

**Bus:**
- Fulton Mall & Bridge Street: B25, B26, B38, B52, B61, B67, B75

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