IMPORTANT NOTICE DUE TO POSTPONEMENT OF THE 2020 OLYMPIC GAMES DATE OF NOTICE July 22, 2020

Following the IOC's announcement that the Tokyo 2020 Olympic Games have been rescheduled to take place July 23-August 8, 2021, this notice and the information below serve as an announcement of amendments to U.S. Equestrian Federation's Staff Selection Procedures.

Section of Procedures	Page #	Amendment Description
Section 8: Date of Nomination	Pages 5-6	Nomination date changed from April 17, 2020 and June 5, 2020 to: Due by January 15, 2021 – Medical Personnel Due by April 16, 2021 – Games Staff Nominations that are NOT athlete dependent Due by June 4, 2021 – Short List of Games Staff Nominations that ARE athlete dependent Final Nominations of Games Staff that ARE athlete dependent are due upon conclusion of Olympic Team Selection. Please refer to the relevant discipline's Athlete Selection Procedures (https://www.usef.org/compete/breeds-disciplines) for athlete nomination dates.
Section 1	Page 2	Clarification: Coaches (Chefs d'Equipe / Technical Advisors / Team Coaches)
All Sections	Pages 1-6	Updated all references from "USOC" to "USOPC"
All Sections	Pages 1-6	Added page numbers

U.S. EQUESTRIAN FEDERATION GAMES STAFF SELECTION PROCEDURES 2020 OLYMPIC GAMES (DRESSAGE, EVENTING, JUMPING) March 29, 2018

Amended May 28, 2020

These procedures provide for selection of the U.S. Equestrian Federation's Games Staff [Team Leaders, Coaches, and Additional Officials] for the 2020 Olympic Games. However, accreditation allocation is not guaranteed and will be based on final USOPC credential allocation and overall team size. Responsibility of payment for allocated accreditations will be determined by the USOPC and the NGB/HPMO/PSO.

1. Describe the specific Games Staff position(s) that the NGB/HPMO/PSO is requesting.

USOPC Role Name - (Games Function)	Responsibility
Equestrian Team Leader (Equestrian Chef de Mission)	Coordinates all aspects of the administration of the team and will serve as primary contact for FEI and USOPC for all matters prior to and during the Games including incident management.

Discipline Specific Team Leaders (Dressage/Eventing/Jumping)	Serve as primary point of contact and liaison between the USOPC, FEI and Organizing Committee for discipline specific matter during and after the Games. Responsible for the management of discipline specific athletes, grooms, staff and horse owners.
Coaches (Chefs d'Equipe / Technical Advisors / Team Coaches)	Prepare athletes/teams for success on the field of play. Attend discipline specific competition briefings. Responsible for team tactics on the Field of Play
Medical (Physician, Human Physiotherapist) Administrative Personnel (Assistant Chef de Mission, Assistant Team Leaders, Stable Managers)	Provide appropriate medical care and support to the athletes, grooms and Games Staff. Provide assistance and support to the Chef de Mission and Team Leaders. Responsible for stable management and distribution/maintenance of equipment used by the teams.
Technical Personnel (Veterinarians, Farriers, Equine Physiotherapists, Grooms)	Provide appropriate care to horses.

2. What are the NGB's/HPMO's/PSO's criteria for the above Games Staff position(s)?

NGB's/HPMO's/PSO's Games Staff must:

- 2.1. Successfully pass the National Center for Safety Initiatives' (NCSI) background screen in accordance with the current USOPC Games Background Check Policy prior to nomination.
 - 2.1.1. Should a nominee experience any event between the time the background check is conducted and the relevant Games that may change his/her background check status, the nominee must inform the NGB/HPMO/PSO and/or USOPC.
- 2.2. Possess a valid passport that does not expire until at least six months after the conclusion of the Games.
- 2.3. Have the ability to work effectively with the USOPC.
- 2.4. Have strong administrative, communication and organizational capabilities/skills (if applicable).
- 2.5. Be responsible for Team's adherence to all rules regarding discipline at the Games (if applicable).
- 2.6. Fulfill all duties and requirements of the USOPC including attendance at USOPC Games related meetings (if applicable).
- 2.7. Be available for entire duration of the Games (if applicable).
- 2.8. Have the NGB's/HPMO's/PSO's approval to make financial decisions regarding the Team (if applicable).
- 2.9. Possess high level, specific technical and tactical knowledge of the sport (if applicable).

- 2.10. Have thorough knowledge and understanding of the IF rules and regulations governing the sport (if applicable).
- 2.11. Demonstrate ability to establish harmonious relationships with athletes and other Team personnel.
- 2.12. Be in good health and able to withstand the physical rigors of traveling with and working with the Team.
- 2.13. Be a currently employed staff member or contractor of the NGB/HPMO/PSO (in the case of all positions listed in Section 1 except for the Grooms).
- 2.14. Be listed on NGB's/HPMO's/PSO's Long List and must successfully complete all Games Registration requirements by stated deadlines.
- 2.15. Participate in USADA training as required for position (*if applicable*).
- 2.16. Successfully complete the USOPC's Safe Sport Awareness Training and Education program.
- 2.17. Abide by the USEF Code of Conduct. (Attachment B)
- 2.18. Abide by the USEF Code of Ethics and Conflict of Interest Policy. (Attachment C)
- 2.19. Abide by the USEF Safe Sport Policy and complete the USOPC Safe Sport Training. (Attachment D)

In addition, Human Medical Personnel must:

- 2.20. Possess the appropriate certifications.
- 2.21. Pass a medical credential review in addition to the approved USOPC Games Background Check, which will be a combined check managed through USOPC Sports Medicine (separately arranged background checks will not be considered).
- 2.22. Meet the required experience and proficiency levels as determined by USOPC Sports Medicine and outlined in Attachment A and the documents found at http://www.teamusa.org/About-the-USOC/Athlete-Development/Sports-Medicine/Volunteer-Program.aspx.
- 2.23. Be approved for nomination through the USOPC's Sports Medicine Division.
- 2.24. Have knowledge of Equestrian Sport and be familiar with the type of injuries that occur.

In addition, Coaches must:

2.25. Possess a high level of specific technical and tactical knowledge of the sport.

In addition, Technical Personnel Must:

- 2.26. Possess appropriate experience relative to the position/area of expertise for which they may be nominated.
- 2.27. Possess a high level of specific technical knowledge of equestrian sport and the type of injuries/strain that occur to the equine athlete.
- 2.28. Be registered with the Federation Equestre Internationale (FEI) in their role as appropriate (Veterinarians and Equine Physiotherapists).

In addition, Other Positions must:

2.29. Possess appropriate experience and/or certifications relative to the position/area of expertise for which they may be nominated.

In addition, Grooms must:

- 2.30. Be selected by the relevant athlete/rider with whom they will support.
- 3. Describe the intended method of identifying the pool and selecting the candidates to be considered for the Games Staff position(s):

NGB/HPMO/PSO will not solicit applications for the Games Staff position(s).

The Games Staff position(s) (except for the Grooms) will be filled by current NGB/HPMO/PSO employees and/or contractors.

The Grooms position(s) will be filled by nomination by the relevant athlete/rider selected to the Olympic Team.

4. Describe the removal of Games Staff:

An individual who is to be nominated to the above-listed Games Staff position(s) by the NGB/HPMO/PSO may be removed as a nominee for any of the following reasons, as determined by the NGB/HPMO/PSO.

- 4.1. Voluntary withdrawal. Games Staff nominee must submit a written letter to the NGB/HPMO/PSO Executive Director/CEO/President.
- 4.2. Injury or illness as certified by a physician (or medical staff) approved by the NGB/HPMO/PSO. If the individual refuses verification of his/her illness or injury by a physician (or medical staff) approved by the NGB/HPMO/PSO, his/her injury will be assumed to be disabling and he/she may be removed.
- 4.3. Inability to perform the duties required.
- 4.4. Violation of the USEF Code of Conduct. (Attachment B)
- 4.5. Violation of the USEF Code of Ethics and Conflict of Interest Policy (Attachment C).
- 4.6. Failure to meet terms of individual Contracts/Letters of Agreement.
- 4.7. Violation of the USOPC Safe Sport Policy. (Attachment D)
- 4.8. Violation of the USEF Employee Handbook. (Attachment E)
- 4.9. Loss of FEI approval (Veterinarians and Equine Physiotherapists).

Once the Games Staff nomination(s) is accepted by the USOPC, the USOPC has jurisdiction over the Games Staff, at which time, in addition to any applicable NGB/HPMO/PSO Code of Conduct, the USOPC's Games Forms apply. The USOPC's Games forms are available as part of Games Registration prior to the respective Games.

5. Describe the replacement of Games Staff:

In the event that the Nominated Games Staff member is unable to perform the duties of the position(s) for injury, illness, Code of Conduct violation or any other unforeseen circumstances that would result in the need to replace him/her, the replacement candidate must meet all of the applicable criteria listed in #2 above.

6. Which group/committee will make the final approval of the Games Staff position(s)?

The USEF International Disciplines Council will recommend individuals for the Games Staff positions (except for the Grooms) to the USEF CEO and USEF Sport Director.

Each Groom will be selected by the relevant athlete/rider with whom they will support. The relevant athlete/rider will inform USEF's CEO and USEF Sport Director of the selection.

The USEF CEO, in combination with the USEF Sport Director, will make the final approval for the Games Staff positions.

7. Conflict of Interest:

An individual involved in the selection process who has a conflict of interest must disclose this information, and recuse him or herself and not influence others regarding the discussions, meetings or decisions involving the selection of the Games Staff position(s). If there is an issue concerning whether a conflict of interest exists, the NGB's/HPMO's/PSO's Board or Ethics Committee, as appropriate, shall determine if a conflict exists.

8. Date of Nomination:

The Games Staff Nomination Form with the Staff nominee's name, including the name of a replacement (if applicable), will be submitted to the USOPC on or before:

- <u>Due by January 15, 2021 Medical Personnel</u>
- Due by April 16, 2021 Games Staff Nominations that are NOT athlete dependent
- Due by June 4, 2021 Short List of Games Staff Nominations that ARE athlete dependent

<u>Final Nominations of Games Staff that ARE athlete dependent are due upon conclusion of Olympic Team Selection. Please refer to the relevant discipline's Athlete Selection Procedures (https://www.usef.org/compete/breeds-disciplines) for athlete nomination dates.</u>

April 17, 2020

In the case of Staff that are athlete selection dependent, an extension will be requested and a shorter list of the applicable Staff will be submitted to the USOC on or before:

June 5, 2020

For those submitted to the USOC on the short list, the final nomination date is still to be determined and will depend on the athlete nomination deadline. The Olympic staff procedures will be amended to include the date when it has been updated.

9. Publicity/Distribution of Procedures:

The USOPC approved selection procedures (complete and unaltered) will be posted/published by the NGB/HPMO/PSO in the following locations:

9.1. Web site: www.usef.org

These procedures will be posted as soon as possible, but not more than five days following notice of approval by the USOPC.

9.2. Other (if any): None

Position	Print Name	Signature	Date
NGB/HPMO/PSO President or CEO/Executive Director	William J. Moroney, CEO	William Meroney	July 28, 2020
USOPC Athletes' Advisory Council Representative*	Allison M. Brock	allison m Browle	23rd July 2020

^{*} If the USOPC AAC Representative has delegated authority to the Alternate AAC Representative to sign the Selection Procedures, attach a letter from the AAC Representative indicating the reason he/she has delegated authority.

^{*} Signature by the Athlete Representative constitutes that he/she has read and understands the Selection Procedures. If the Athlete Representative reads and does not agree with the Selection Procedures being submitted by the NGB/HPMO/PSO, he/she may submit those reasons in writing to his/her Sport Performance Team.

^{*} If, for some reason, a sport does not have an elected USOPC AAC Representative, the NGB/HPMO must designate an athlete from that sport to review and sign the Selection Procedures.

Attachment A USOPC Sports Medical Games Requirements

PURPOSE

The USOPC has developed medical requirements to ensure the safety of athletes during Games (Olympic, Paralympic, Pan American and Para Pan American, etc.). This policy addresses equipment requests and minimum standards for all NGBs and medical providers attending games.

POLICY

1. Requests

NGBs must identify medical support requests to the USOPC Sports Medicine department. These requests must specify any supplies, equipment, and other medical support provided at the Games. Anti-doping concerns or comments should also be identified. Collected information will be reviewed by the USOPC Managing Director of sports medicine who will then identify and communicate the level of support to be provided by USOPC Sports Medicine. Any changes to the requested sports medicine support should be immediately forwarded to USOPC Sports Medicine. In cases where medical services or materials are not identified, the USOPC cannot guarantee support for additional or late requests because of time, budget and other factors.

2. NGB Health Care Providers

NGBs must nominate and allocate Games credentials to NGB identified health care provider(s) to support the NGB sports medicine needs during the games. Any potential NGB medical provider who *could* be nominated to provide services must be identified by the NGB no later than the due date for the respective Games Long List. Additionally, all NGB medical providers must meet the criteria as identified in the NGB's approved Additional Officials Selection Procedures, along with the additional criteria outlined below.

The medical staffing list will include anyone who will potentially be credentialed by the NGB and/or use a day pass to provide services at an Olympic/Paralympic Village or a High Performance Training Center. Health care providers must meet minimum qualification standards which are identified below by their specialty without exception. NGBs must ensure their identified medical staff can meet these standards prior to advancing their nomination for a Games credential or day pass access. If the provider is not licensed in the United States, they may be ineligible to be credentialed. In order to meet expected standards of care and mitigate risk management issues, selected provider(s) **must** meet the below minimum qualifications in addition to the Selection Procedures criteria to provide medical services at games. These qualifications include:

- 1) Meet all criteria identified in the USOPC Volunteer Program Application for specific specialty (Attachments located at www.teamusa.org/medicalvolunteer). On occasion, specific supporting documentation will be requested at the discretion of USOPC Sports Medicine.
- 2) Successfully pass a medical credential review and criminal background check at or above USOPC standards with the National Center for Safety Initiatives (NCSI)
- 3) Review of the venue emergency action plan with USOPC Sports Medicine staff prior to the first scheduled practice or event.
- 4) Complete required Medical Team Education Modules addressing Anti-Doping, Safe Sport and/or other prerequisite training.

Appendix: Location of criteria:

- Athletic Trainer Qualification Criteria located at www.teamusa.org/medicalvolunteer
- Physical Therapist Qualification Criteria located at www.teamusa.org/medicalvolunteer
- Doctor of Chiropractic Qualification Criteria located at <u>www.teamusa.org/medicalvolunteer</u>
- Physician Qualification Criteria located at <u>www.teamusa.org/medicalvolunteer</u>
- Massage Therapist Qualification Criteria located at www.teamusa.org/medicalvolunteer



UNITED STATES EQUESTRIAN FEDERATION, INC. CODE OF CONDUCT

(Attachment B)

As a United States Equestrian Federation, Inc. (USEF) competitor and/or horse owner, I acknowledge my obligation to uphold and adhere to the highest standards of horsemanship, sportsmanship, and citizenship whenever I am representing my country either in the United States or abroad, whether as a team member, individual competitor, or horse owner, and whether during actual competition or not.

As a horseman, I will place my horse's welfare above all other considerations and faithfully observe both the USEF and the FEI Codes of Conduct.

As a sportsman, I will know and comply with all pertinent rules of USEF as my National Governing Body (NGB), the FEI as the International Governing Body, and, when applicable, the U.S. and International Olympic Committees, and honor the principles of fair play inherent in them. I will place the interests of the team above my own, and respect the decisions of its duly appointed/elected officials, made in the team's best interest.

As a citizen, I will respect the laws of my own country as well as those of foreign countries in which I or my horse(s) may compete. Knowing that as a USEF competitor and/or horse owner I also serve as an Ambassador for my sport, USEF, and my country. I will endeavor at all times to reflect credit on them through my conduct, dress, and behavior.

I clearly acknowledge my responsibility to ensure that my employees who accompany me whenever I am competing and/or representing my country also abide by this Code of Conduct.

I understand and accept that serious or repeated transgressions of these Codes may be grounds for suspension from a squad or team, or other appropriate disciplinary action. In addition, I agree to abide by selection procedures established by USEF wherever applicable.

Finally, I fully understand that entries will not be made until this application form is signed and completed in full and that this application indicates my intent to compete. Failure to participate may result in disciplinary action on USEF by the FEI. I agree to reimburse all fines imposed by the FEI on USEF for failure to participate in the competitions entered and agree to honor all other penalties including possible and further disciplinary action.

I have read and understand the USEF Code of Conduct. By providing my handwritten or electronic signature below, I acknowledge the aforementioned and agree to be bound by the USEF Code of Conduct and I fully understand and accept my responsibilities as a participant in the 2018 World Equestrian Games. I further understand and agree that an electronic signature is a legal and binding signature.

Electronic Signature	Email Address	

United States Equestrian Federation, Inc. Code of Ethics and Conflict of Interest Policy

Board of Directors, Committee Members, and Exempt Staff

(Attachment C)

As the guardians of the sport of equestrian in the United States, and because we operate in the public spotlight, we are expected to conduct our affairs in a manner consistent with the great trust that has been placed in us. This requires our behavior to conform to the highest ethical principles. See Bylaw 343 regarding Conflict and Duality of Interest. For these reasons, the United States Equestrian Federation, Inc. (USEF) requires its volunteers to conduct business with integrity, to maintain a standard of ethical conduct consistent with the regulations of all countries and jurisdictions in which USEF conducts business, and to be guided by the knowledge that we are guardians of equestrian sport and must maintain the values, spirit, and ideals of the sport and its part in the Olympic movement. Furthermore, because the appearance of impropriety can be just as damaging as actual impropriety, conduct which appears to be improper is also unacceptable. (See definitions below.) Accordingly, volunteers are required to comply with the following USEF Code of Ethics when representing or participating in USEF activities, selection procedures, or events:

- 1. Conduct all dealings with honesty and fairness.
- 2. Respect the rights of all employees and volunteers to fair treatment and equal opportunity, free from discrimination or harassment of any type.
- 3. Know, understand and comply with the laws, regulations, and codes of conduct governing the conduct of USEF competitions and business both domestic and foreign.
- 4. Ensure that all transactions are handled honestly and recorded accurately.
- 5. Protect information that belongs to USEF, its donors, sponsors, suppliers, employees and volunteers.
- 6. Avoid conflicts of interest, both real and perceived.
- 7. Never use USEF assets or information for personal gain.
- 8. Recognize that even the appearance of misconduct or impropriety can be very damaging to the reputation of the USEF, and act accordingly.

United States Equestrian Federation, Inc. Conflict of Interest Policy

Board of Directors, Committee Members, Selectors, and Exempt Level Staff Part I - Conflict

of Interest, Other Than Related Party Transactions

Pursuant to the United States Equestrian Federation, Inc. "USEF" Bylaw 343.3, this Conflict of Interest Policy (the "Policy") provides a framework of integrity for interactions with or on behalf of the USEF. Please note that Related Party Transactions are addressed separately according to the provisions set forth in Part II of this Policy. Given the unique makeup of the USEF family, more in-•-depth questions may arise regarding conflicts of interest. For this reason the following guidance is provided:

- USEF defines a conflict of interest as any personal or financial (both direct and indirect) relationship including relationships of family members (see definition below) that could influence or be perceived to influence your objectivity when representing or conducting business for, or on behalf of, USEF or participating in a USEF selection process.
- USEF defines "family" for these purposes as follows: spouse, parent, child or spouse of a child, brother, sister, spouse of a brother or sister, a cohabiting companion, or any other individual with a significant familial or familial-•-like relationship. Both parent andchildshallinclude step-•-parent andstep-•-child.
- USEF defines a substantial appearance of a conflict of interest as whenever others
 may reasonably infer from the circumstances that a conflict exists. Because the
 appearance of impropriety can be just as damaging to the USEF as actual impropriety,
 conduct that may reasonably appear to others to be improper must be disclosed so
 that the appropriate USEF board or committee* may determine whether the
 situation presents a substantial appearance of a conflict of interest such that a
 prohibited conflict of interest may be deemed to exist. For these reasons, an individual
 must recuse himself from participating in the USEF activity giving rise to the substantial
 appearance of a conflict of interest unless and until it is determined that no conflict
 exists.
- Each USEF Board member, committee member, selector, and exempt employee shall fulfill his obligation to disclose any conflict by signing this Policy and submitting Exhibits A and B and, if applicable, C. This must be done within 14 days of acceptance of the position or the individual cannot participate in any relevant meetings. Once an individual has signed this Policy, it is incumbent upon him to update the Exhibits as appropriate. This is a continuing obligation upon the individual.
- In accordance with Bylaw 343, this Policy also covers duality of interests and the selection of athletes, horses, coaches, trainers, managers, administrators, veterinarians, officials and others for competitions.

^{*}For purposes of this Policy, the term "committee" includes any group of individuals

designated by the President, Board, or Council, or committee established to perform a particular task (e.g., task forces, ad hoc committees).

Review of Disclosures

All conflict of interest disclosures and certification statements submitted pursuant to this Part I will be reviewed by the Legal Department. The Legal Department consults with the Audit Committee Chair on all matters disclosed for presentation to the Audit Committee. The Audit Committee reviews the disclosures and determines whether the conflicted individual is precluded from serving in any capacity and whether appropriate measures need to be implemented to ensure integrity and the appearance of integrity.

Conflicts or perceived conflicts that arise as to a particular matter

During an individual's service on the Board, committee, council, or as an employee, if a question arises as to whether a particular situation is indeed a conflict of interest, and if circumstances are such that there is not sufficient time to submit the matter to the Audit Committee, then (i) the interested committee (the committee which is impacted by the potential conflict of interest) will make the determination according to the Procedure set forth below, and (ii) the determination will be reported, in writing, to the Audit Committee for review and ratification. For questions submitted to the interested committee, a majority vote of those present (and not otherwise conflicted) will prevail. The Procedure outlined below will not apply when an employee is involved. For conflicts that arise concerning employees, the matter must be referred to the Audit Committee for a determination.

If personal or financial interests exist with any person or concern with whom the USEF has a business or other relationship or you have a personal or financial relationship with a candidate (horse or human) for a team or individual chosen by a selection procedure or a substantial appearance of a conflict of interest exists (see definition above) and the other relationship or interest could influence or be perceived to influence the objectivity of your decisions, or if a committee determines that a conflict of interest exists, or if a duality of interest exists, you must follow this procedure (except for Related Party Transactions and matters involving employees, which will be referred to the Audit Committee):

<u>Disclosure of Actual or Potential Conflict</u>. The individual with the conflict of interest or potential conflict of interest shall immediately disclose *all material facts relating to* the existence of a conflict or potential conflict when the issue for which the conflict exists is brought up at the meeting. This disclosure should include the nature of the conflict and why the individual believes it may be considered to be a conflict.

<u>Provision of Information</u>. The individual with the actual or potential conflict should provide to the board or committee any information relevant to the subject that he might have. In the case of a potential conflict, the board or committee will determine whether a substantial appearance of a conflict of interest exists; if so, the following procedures apply:

Leave Meeting. The individual with the potential conflict must then leave the meeting and not participate at all in the deliberations on the matter and any vote that might be taken. If, after the person has left the room, the deliberating body has questions that he could answer, he can be brought back into the meeting for the sole purpose of answering those questions. Once the questions have been resolved, he should vacate

again until the deliberations have been completed and the vote has been taken;

 <u>Deliberation and Vote</u>. The remainder of the committee or board should conduct the deliberation on the matter at hand and, if appropriate, proceed to a vote.

At all times, the conflicted person does count for determination of a quorum.

PartII-•-RelatedPartyTransactions

USEF is prohibited from entering into any Related Party Transaction unless the transaction is determined by the USEF Board of Directors to be fair, reasonable and in the corporation's best interest at the time of such determination. Further, any director, officer or key employee who has an interest in a related party transaction shall disclose in good faith to the Board, or an authorized committee thereof, and/or the Audit Committee, the material facts concerning such interest. The Board may delegate the review and approval of Related Party Transactions to the Audit Committee, in which case all references to the Board in this Part II of this Policy shall be deemed to refer to the Audit Committee.

Before engaging in a related party transaction, the USEF Board of Directors must:

- (1)) Consider alternative transactions to the extent available;
- (2) Approve the transaction by not less than a majority vote of the directors present at the meeting; and
- (3)) Contemporaneously document in writing the basis for the decision, including its consideration of any alternative transactions.

A "related party transaction" is defined as "any transaction, agreement or any other arrangement in which a director, officer, related party has a financial interest and in which the corporation or any affiliate of the corporation is a participant."

A "related party" is defined as:

(i) any director, officer or key employee of the corporation or any affiliate of the corporation; (ii) any relative of any director, officer or key employee of the corporation or any affiliate of the corporation; (iii) any entity in which any individual described in clauses (i) and (ii) of this subparagraph has a thirty-•-five percent or greater ownership or beneficial interest or, in the case of a partnership or professional corporation, a direct or indirect ownership interest in excess of five percent; or (iv) substantial contributors to the corporation (within the current fiscal year or the past five fiscal years).

A "key employee" is "any person who is in a position to exercise substantial influence over the affairs of the [USEF]."

Inappropriate hospitality or gift giving between individuals can also create a conflict of interest. Gifts, cash, travel, hotel accommodations, entertainment or favors are neither to be given nor received except those of nominal value exchanged in the normal course of business. Favors or

Effective May 1, 2018

other assets or gifts may be accepted if they are part of open and generally accepted practices and serve to promote the best interest of USEF and would not embarrass the individual or USEF if publicly disclosed and do not compromise the objectivity and integrity of the recipient or donor.

Part III - - - Failure to Disclose and Enforcement Failure to Disclose

If the Board of Directors, applicable committee, or any other individual has reasonable cause to believe an individual subject to this Policy has failed to disclose an actual or potential conflict of interest, he shall notify the Chief Executive Officer, General Counsel, or any member of the Audit Committee. The Audit Committee will address the report in the same manner that it addresses reported Policy violations outlined below under "Enforcement."

Enforcement

Any person who violates or condones the violation of this Policy is subject to disciplinary measures, which may include termination of membership; expulsion from the board, council, or committee; or termination of employment. Allegations of violations should be reported to the Chief Executive Officer, General Counsel, or any member of the Audit Committee. The Audit Committee will review the reported violation and initiate an investigation and recommend appropriate action in a confidential report to the Board of Directors.

Any questions concerning this Policy should be addressed to the General Counsel, Sonja S. Keating, at the following address:

United States Equestrian Federation, Inc. Sonja S Yearing, General Counsel 4047 Iron (rks Parkway Lexington, Kentuck 40511
Telephone: (8 9) 225-2045
Fax: (859) 231-7371

United States Equestrian Federation, Inc. Sonja S. Keating, General Counsel

4001 Wing Commander Way Lexington,

Kentucky 40511

Telephone: (859) 225-2045

Fax: (859) 231-7371



UNITED STATES EQUESTRIAN FEDERATION, INC. USEF SAFE SPORT POLICY

(Attachment D)

The intent of the Safe Sport Initiative is to provide information, resources, and a protocol so that all members of the equestrian community have awareness, tools, and a support structure to ensure a safe and positive environment for equestrians to develop their skills. The USEF depends on the eyes and ears of its athletes, coaches, and USEF Designees to support its Safe Sport policy. It is requested that all who participate in equestrian sport become familiar with the content of the handbook and be mindful of its guidelines during training sessions and competitions.

Please click here for USEF Safe Sport Website

Please click here to read the USEF Safe Sport Policy

EMPLOYEE HANDBOOK

(Attachment E)

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INTRODUCTORY STATEMENT

This employee handbook ("Handbook") is designed to acquaint you with the United States Equestrian Federation, Inc. (also referred to as "the Federation") and provide you with information about working conditions, employee benefits, and a general understanding of the Federation's personnel policies. All employees are required to read this Handbook. Electronic copies of the Handbook are stored on the Employee Self-Service website, the staff.usef.org website, and the network public drive.

The Handbook is not, however, an employment contract and does not imply a contractual obligation of any kind. It is your responsibility to read, understand, and comply with all provisions of the Handbook. It describes many of your responsibilities as an employee and outlines the programs developed by the Federation to benefit employees. If you are uncertain about any policy or procedure, it is your responsibility to check with your supervisor, or the Human Resources Department, to clarify your understanding.

No employee handbook can anticipate every circumstance or question about policy. As the Federation continues to grow, the need may arise, and the Federation reserves the right, to revise, supplement, or rescind any policies or portion of the Handbook from time to time as it deems appropriate, in its sole and absolute discretion. The only exception to any changes is the employment-at-will policy permitting you, or the Federation, to end the employment relationship with, or without cause, at any time. Employees will, of course, be notified of such changes to the Handbook as they occur.

The information in this Handbook describes the current operating practices of the Federation and, unless superseded in writing by the Chief Executive Officer, all employees are expected to follow these practices. No Officer or other employee is authorized to make any agreement with an employee inconsistent with the express language contained in this Handbook.

In addition, the policies stated herein are subject to the applicable state laws and regulations of the state in which you work. This means that the state laws and regulations of the state in which you work will apply even if not expressly stated in this Handbook. Accordingly, these policies may be adjusted in some states in order to comply with applicable laws.

The policies contained in this Handbook supersede any other employee policies either in writing or oral.

This Handbook remains the property of the Federation and any copy of it must remain at the Federation when an employee leaves the employment of the Federation.

EMPLOYEE ACKNOWLEDGEMENT

By electronic acknowledgment in the Employee Self-Service website, you certify your agreement with this statement of acknowledgement. You certify that you have received the Federation Employee Handbook ("Handbook") which describes important information about the Federation and you understand it is your responsibility to read it and make sure you understand the information contained in it. If you have questions regarding the Handbook, it is your responsibility to meet with your supervisor or the Human Resources Department and clarify whatever questions you may have.

Since the information, policies, and benefits described here are subject to change, you acknowledge that revisions to the Handbook may occur. All such changes will be communicated through official notices and you understand that revised information may supersede, modify, or eliminate existing policies. Only the Chief Executive Officer has the ability to adopt any revisions to the policies in this Handbook.

By acknowledging online, you certify that you have had the opportunity to ask questions about the Handbook as well as your understanding that this Handbook and the policies herein supersede any previous Federation manual, handbook, policies and/or procedures. You also are acknowledging your understanding that:

- The Handbook only summarizes the Federation's regular policies, procedures and benefits.
- The Federation may modify or terminate any policy, procedure, or benefit at any time in its discretion, with or without notice.
- The Handbook does not constitute or create a contract of any kind, nor does it confer any express or implied contractual rights.

All employees are employed "at-will" and both the Federation and the employee may terminate the employment relationship for any reason whatsoever with or without cause.

Furthermore, you acknowledge that this Handbook is neither a contract of employment nor a legal document. You have access to the Handbook and you understand that it is your responsibility to read and comply with the policies contained in this Handbook and any revisions made to it. You understand that this Handbook is the property of the Federation and that you are responsible for ensuring that all copies of it remain at the Federation should the employment relationship end.

Chapter 1: Employment with the Federation

1.1 Employment At-Will

Employment with the Federation is voluntarily entered into, and the employee is free to resign at will at any time, with or without cause. Similarly, the Federation may terminate the employment relationship at will at any time, with or without notice or cause.

Policies set forth in this Handbook are not intended to create a contract, nor are they to be construed to constitute contractual obligations of any kind or a contract of employment between the Federation and any of its employees. No officer, or other employee in the organization, other than the Chief Executive Officer, has the authority to enter into an employment contract (written or oral) with an employee.

The provisions of the Handbook have been developed at the discretion of management and, except for its policy of employment at will, may be amended or cancelled at any time, at the Federation's sole discretion.

These provisions supersede all existing policies and practices and may not be amended or added to without the express written approval of the Chief Executive Officer of the Federation

1.2 Equal Employment Opportunity

The Federation is an Equal Employment Opportunity employer committed to providing equal opportunity in all of our employment practices, including selection, hiring, assignment, reassignment, promotion, transfer, compensation, discipline, termination, and all other terms, conditions and privileges of employment. The Federation prohibits discrimination in employment based on race, color, religion (creed), sex (including pregnancy), age, national origin (ancestry), disability, marital status, sexual orientation, gender expression and gender identity, military status, or any other basis protected by federal, state or local law. Retaliation against an employee because of the employee's opposition to any discriminatory employment practice or because the employee has made a charge, testified, assisted, or participated in any manner in an investigation, proceeding or hearing regarding alleged discrimination is strictly prohibited and will not be tolerated. Engaging in discrimination or retaliation in violation of this policy will result in disciplinary action, up to and including termination.

If you have questions or concerns about any type of discrimination in the workplace you are **required** to bring these issues to the attention of your supervisor, the Human Resources Department, the General Counsel, or the Chief Executive Officer. Employees can raise concerns and make reports without fear of reprisal. Anyone found to be engaging in any type of unlawful discrimination will be subject to disciplinary action, up to and including termination of employment.

Reasonable Accommodation of Disabilities or Pregnancy-related Restriction

The Federation provides reasonable accommodation for the physical and mental limitations of a qualified individual with a disability unless doing so would cause an undue hardship. If you are a qualified individual with a disability and you require accommodation in order to carry out your job duties, you may submit a request for reasonable accommodation to your supervisor. Upon receipt of an accommodation request, your supervisor or another member of management will discuss the request with you and identify the specific limitations resulting from the disability and the potential reasonable accommodation the Federation might make to help overcome those limitations. This is an interactive process, and the Federation may request information from you and/or your doctor in order to identify an appropriate accommodation.

Reasonable accommodation is also available to employees with pregnancy-related restrictions on the same basis as non-pregnant employees who are similar in their ability or inability to work.

The Chief Executive Officer will determine the feasibility of the requested accommodation and will inform you of the Federation's decision on the accommodation request.

Religious Accommodation

The Federation will provide reasonable accommodation to an employee whose sincerely held religious belief, practice, or observance conflicts with a workplace requirement, unless providing the accommodation would create an undue hardship for the Federation. If you are in need of religious accommodation, you should make your request to your immediate supervisor.

1.3 Business Ethics and Conduct

The successful business operation and reputation of the Federation is built upon the principles of fair dealing and ethical conduct of our employees. Our reputation for integrity and excellence requires careful observance of the spirit and letter of all applicable laws and regulations, as well as a scrupulous regard for the highest standards of conduct and personal integrity.

The continued success of the Federation is dependent upon our members' trust, and we are dedicated to preserving that trust. Employees owe a duty to the Federation, its members, and Board of Directors to act in a way that will merit the continued trust and confidence of the public.

The Federation will comply with all applicable laws and regulations and expects all employees to conduct business in accordance with the letter, spirit, and intent of all relevant laws and to refrain from any illegal, dishonest, or unethical conduct.

In general, the use of good judgment, based on high ethical principles, will guide you with respect to lines of acceptable conduct. If a situation arises where it is difficult to determine the proper course of action, the matter should be discussed openly with your immediate supervisor, the Human Resources Department, the General Counsel, or the Chief Executive Officer in order to obtain consultation and advice.

Compliance with this policy of business ethics and conduct is required by every Federation employee. Disregarding or failing to comply with this standard of business ethics and conduct could lead to disciplinary action, up to and including possible termination of employment.

1.4 Confidential Information

The Federation has a policy to treat all of its business affairs as confidential.

In the course of your employment, you have access to confidential information regarding various phases of the Federation's business. As such, you should treat such information as proprietary and refrain from discussing confidential information with any person outside of the Federation. In addition, you should not discuss confidential information with other employees in any public place where your conversation may be overheard. Confidential information should be discussed with other employees on a need to know basis only.

Any information deemed to be organizational property, and therefore confidential, is not to be copied, mailed, or given to any individual, other than a Federation employee, without the permission of your supervisor.

Failure to comply with this policy can result in disciplinary action, which could include termination. If you have any questions as to the confidential nature of information, please discuss it with your supervisor.

<u>Defend Trade Secrets Act</u>. Notwithstanding the foregoing provisions, employees will not be held criminally or civilly liable under any federal, state or local trade secret law for disclosing a trade secret as provided under the DTSA in confidence to a federal, state, or local government official or to their attorney solely for the purpose of reporting or investigating a suspected violation of law or as part of a complaint or other document filed under seal. To the extent such disclosures are allowed under the DTSA, they shall not be considered a violation of this Agreement.

1.5 Conflicts of Interest

Employees have an obligation to conduct business within guidelines that prohibit actual or potential conflicts of interest. As such, the Federation properties, services, opportunities, authority and influence are not to be used for private benefit. This policy establishes only the framework within which the Federation wishes the business to operate. The purpose of these guidelines is to provide general direction so that employees can seek further clarification on issues related to the subject of acceptable standards of operation. It is important to avoid any real conflict of interest as well as to avoid even the appearance of a conflict of interest. Contact the Human Resources Department for more information or questions about conflicts of interest.

An actual or potential conflict of interest occurs when an employee is in a position to influence a decision that may result in a personal gain for that employee or for a relative as a result of the Federation's business dealings. 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.

No "presumption of guilt" is created by the mere existence of a relationship with outside firms, consultants or vendors. However, if employees have any influence on transactions involving purchases, contracts, or leases, it is imperative that they disclose to the Chief Executive Officer of the Federation as soon as possible the existence of any actual or potential conflict of interest so that safeguards can be established to protect all parties.

Gifts, cash, travel, hotel accommodations, entertainment or favors are neither to be given nor received except those of nominal value exchanged in the normal course of business. Acceptance of any favors or other assets or gifts may be accepted if they are part of open and generally accepted practices and serve to promote the best interest of the Federation and would not embarrass the individual or the Federation if publicly disclosed and do not compromise the objectivity and integrity of the recipient or donor.

1.6 Safe Sport Policy

All employees are subject to and bound by the Safe Sport Policyⁱ (see Appendix A) which can be found on the Federation's website. Any questions concerning any aspect of the policy should be directed to the General Counsel.

1.7 Harassment and Bullying in the Workplace

The Federation is committed to providing a work environment that is respectful, professional, safe, accepting of cultural differences, and free from inappropriate and abusive workplace behavior. It is the Federation's policy that any form of harassment on the basis of race, color, religion (creed), sex (including pregnancy), national origin (ancestry), sexual orientation, gender expression or identity, age, military status, marital or familial status, disability, genetic information or any other basis protected by federal, state, or local law, will not be tolerated in the workplace. Harassing conduct, or condoning such conduct, may result in disciplinary action up to and including termination or other action as appropriate. All directors and employees must take this policy extremely seriously. Included within this prohibition are unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature, including but not limited to, any attempt to make submission to such conduct a term or condition of an individual's employment; or where the submission or rejection of such conduct is used as a basis for employment-related decisions, or where such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

In addition, bullying conduct will not be tolerated and may result in similar disciplinary action. The Federation defines bullying as repeated and/or severe aggressive behavior that is intended or likely to hurt, control, or diminish another person emotionally, physically, or sexually. Conduct may not rise to the level of bullying behavior if it is rude (inadvertently saying or doing something hurtful), mean (purposefully saying or doing something hurtful, but not as part of a pattern of behavior), or arising from conflict or struggle between employees who perceive they have incompatible goals.

This policy against workplace harassment and bullying applies to all directors and employees of the Federation, whether supervisory or not. In addition, the Federation's policy against workplace harassment and bullying applies to vendors, contractors, volunteers, members, customers and other third parties with whom our employees come into contact while conducting Federation business, provided the Federation is made aware of the objectionable conduct.

It is important to remember that any unwelcome verbal or physical conduct, whether committed by directors or employees, may be viewed as harassment if such conduct is because of the protected characteristics listed in paragraph one of this section, above, and has the purpose or effect of unreasonably interfering with an individual's job performance or creating an intimidating, hostile or offensive work environment.

We cannot list all possible examples of poor judgment or unprofessional conduct. However, the following examples will serve to illustrate the kind of speech/conduct we will not tolerate in our workplace, once provided notice of its alleged occurrence. Prohibited conduct includes, but is not limited to, such things as: verbal abuse of a sexual, racial or ethnic nature, sexual gestures, commenting about an individual's body in a sexually or otherwise offensive manner, using offensive or degrading words in connection with an individual's race, color, sex (including pregnancy), age, sexual orientation, gender expression, gender identity, religion (creed), national origin (ancestry), military status, or disability, and suggestive or offensive objects, pictures, cartoons, magazines, e-mails or computer images. It is important to remember that inappropriate and unprofessional remarks or conduct may be reason for intervention and discipline whether or not they are actually "harassing."

Reporting Suspected Discrimination, Harassment, and Bullying Claims

It is everyone's responsibility to maintain a discrimination-free, harassment-free and retaliation-free (see below) work atmosphere. This includes freedom from harassment or discrimination not only by fellow employees, but also by other persons whom the Federation's employees encounter in the course of their employment, provided the Federation is made aware of such discrimination or harassment.

If you experience or witness any job-related harassment or bullying, as described above, or believe that you have been treated in an unlawful discriminatory manner, you are required to report such complaint or concern immediately. The Federation is prepared to receive complaints about behavior that is perceived as unprofessional or inappropriate regardless of whether the behavior constitutes unlawful harassment or discrimination.

A report of concern or complaint must be made immediately to an employee's immediate supervisor, Senior Team member, or the Human Resources Department. If an employee is uncomfortable reporting to any of the above-named individuals, then a report should be made to the General Counsel. Reports will be thoroughly investigated and, where appropriate, prompt corrective action will be taken. If, in the employee's view, there is another incident of inappropriate conduct or speech following a report, the employee must report it again, immediately. Investigation and corrective action will again be undertaken as appropriate.

No Retaliation for Reporting

Retaliation against an employee because of a report under this policy or because an employee has participated in an investigation under this policy is strictly prohibited and will not be tolerated. Any suspected retaliation is required to be immediately reported to the persons set forth above. Regardless of the individual involved or the status of the accused, retaliation is not permitted. Complaints of retaliation will be investigated and, where appropriate, may lead to disciplinary action up to and including termination. No employee will be penalized for reporting under this policy.

Violation of Harassment Policies/False Reports

Any employee who is determined, after an investigation, to have engaged in harassment and/or inappropriate conduct in violation of this policy will be subject to disciplinary action, up to and including termination. In addition, because false accusations regarding harassment can have serious effects on the Federation, as well as the person or persons accused, any false accusation and/or accusation made in bad faith may likewise result in disciplinary action up to and including termination.

1.8 Employee Relationship Policy

The employment of relatives (individuals of the same family) or those who have a close personal relationship or consensual relationship (collectively "Relationships") can cause various problems including, but not limited to, charges of favoritism, conflicts of interest, family discord, and scheduling conflicts that may work to the disadvantage of both the Federation and its employees. It is the goal of this policy to avoid creating or maintaining circumstances in which the appearance of possibility of favoritism, conflicts, or management disruptions exist.

Hiring Practices

The Federation permits the hiring individuals in one of these Relationships. However, hiring within the same department is prohibited unless approved by the Chief Executive Officer. This applies equally to situations where one of these Relationships develops after hiring. The Federation, in its sole discretion, may allow existing Relationships to be maintained or employ individuals with Relationships to current employees—see Exceptions to the Policy below.

To avoid feelings of awkwardness from colleagues, loss of work-life balance or family/personal conflicts being transferred to the workplace, or any other problems which can hinder productivity, the following must apply:

- Employees in one of these Relationships cannot work in the same department.
- Employees in one of these Relationships cannot be in close cross-departmental collaboration.
- Employees in one of these Relationships cannot create a supervisor/subordinate relationship with the person whom they share the relationship.
- Employees in one of these Relationships cannot supervise or evaluate the person with whom they share the relationship.
- Employees in one of these Relationships cannot audit or review in any manner the work of the person with whom they share the relationship.
- The Relationship cannot create an adverse impact on work productivity or performance.

Exceptions to the Policy

Exceptions to this policy may be granted by the Chief Executive Officer. If an exception is granted, rules must be established by the Chief Executive Officer governing the arrangement. Further, at all times, no employee may initiate or participate in, directly or indirectly, decisions involving a direct benefit, e.g. initial hire or rehire, promotion, salary, performance appraisals, work assignments, or other working conditions to those related by blood or marriage, membership in the same household, including domestic partners, or persons with whom employees have a close personal relationship or intimate relationship.

If an exception is granted, but the situation does not work well as determined by the Chief Executive Officer, then one of the individuals must transfer to another department if a position is available or one must resign. The Federation will provide reasonable time for the individual to find other employment.

Employee Responsibility

It is the responsibility of every employee to identify to Federation's Human Resources Department any potential or existing Relationships as defined in paragraph one of this policy. Employees who fail to disclose personal relationships covered by this policy will be subject to disciplinary action up to and including the termination of employment.

Policy Management

No personal employee relationship covered by this policy will be allowed to be maintained, regardless of the positions involved, if it creates a disruption or potential disruption in the work environment.

This policy must be considered when hiring, promoting, or transferring any employee. Should relationships addressed within this policy be identified with either candidates for employment or current employees, the matter should be immediately reported to the Human Resources Department and the following policies and procedures will be followed:

- A determination will be made whether the relationship is subject to this policy based on the conditions described above.
- If the relationship is determined to fall within one or more of the restrictions described in this policy, the HR Manager, in consultation with the affected employees, the General Counsel, and Chief Executive Officer, will attempt to resolve the situation through the transfer of one employee to a new position or identifying some other action (e.g. Supervisory reassignment) which will correct the conflict or issue identified.
- If accommodations are not feasible, then, with affected employee suggestions, the HR Manager, in consultation with the General Counsel and Chief Executive Officer, shall determine which employee must resign in order to resolve the situation.

If, for any reason, the Chief Executive Officer has a conflict under this Policy Management section, then the USEF officers will make the final decision regarding employment.

1.9 Whistleblower Policy

This Policy provides that no employee of the Federation who in good faith reports any action or suspected action taken by or within the Federation that is illegal, fraudulent, or in violation of any adopted policy of the Federation shall suffer intimidation, harassment, discrimination or other retaliation.

A whistleblower as defined by this Policy is an employee of the Federation who reports an activity that he/she considers to be illegal, dishonest, or in violation of any adopted policy of the Federation to one or more of the parties specified in this Policy. The whistleblower is not responsible for investigating the activity or for determining fault or corrective measures; the Audit Committee is charged with these responsibilities.

Examples of illegal or dishonest activities are violations of federal, state, or local laws; billing for services not performed or for goods not delivered; other fraudulent financial reporting; and violations of any adopted policy of the Federation (i.e. Conflict of Interest Policy).

If an employee has knowledge of or a concern regarding the above, the employee is to contact the Chief Executive Officer, General Counsel, Chief Compliance Officer, or any member of the Audit Committee. The Audit Committee members can be found on the Federation's website. The employee must exercise sound judgment to avoid baseless allegations. An employee who intentionally files a false report of wrongdoing will be subject to discipline up to and including termination.

Whistleblower protections are provided in two important areas -- confidentiality and against retaliation. Insofar as possible, the confidentiality of the whistleblower will be maintained. However, identity may have to be disclosed to conduct a thorough investigation, to comply with the law and to provide accused individuals their legal rights of defense. The Federation will not retaliate against a whistleblower. This includes, but is

not limited to, protection from retaliation in the form of an adverse employment action such as termination, compensation decreases, or poor work assignments and threats of physical harm. Any whistleblower who believes he/she is being retaliated against must immediately contact the Chief Executive Officer, General Counsel, Chief Compliance Officer, or any member of the Audit Committee. The right of a whistleblower for protection against retaliation does not include immunity for any personal wrongdoing that is alleged and investigated.

Employees with any questions regarding this Policy should contact the General Counsel.

1.10 Working at Competitions and Outside Employment

An employee may hold an outside job with another organization as long as the job does not create a conflict, or potential conflict of interest and as long as he/she satisfactorily performs his/her job responsibilities with the Federation. All employees will be judged by the same performance standards and will be subject to the Federation's scheduling demands, regardless of any existing outside work requirements.

Any employee performing outside work is required to disclose this employment to the Federation. If, at any time, the Federation determines there is a conflict, or potential conflict of interest, or if the outside work interferes with performance or the ability to meet the requirements of the Federation as they are modified from time to time, the employee may be asked to terminate the outside employment if they wish to remain with the Federation. Outside employment will present a conflict of interest if it has an adverse impact on the Federation.

Any Federation employee who performs paid or volunteer duties in an official capacity (such as judging, stewarding, secretarial, competition management) for any competition licensed or endorsed by the Federation must disclose those activities and receive advance approval from the senior management member to whom they report (the Chief Executive Officer must be copied on the approval). This same requirement also applies to employees working as independent contractors for USEF affiliate organizations.

1.11 Employment Categories

All employees of the Federation are designated as hourly/non-exempt or salaried/exempt under federal and state wage and hour laws. In addition to these categories, all employees belong to one other employment classification: regular full-time, part-time or temporary.

Non-exempt employee: An employee who is required to be paid overtime at the rate of one and one-half times his regular rate of pay for all hours worked beyond 40 hours in a work week, and in accordance with applicable federal and state wage and hour laws. Non-exempt employees may be paid either an hourly rate or a salary.

Exempt employee: An employee who is not required to be paid overtime, in accordance with applicable federal and state wage and hour laws, for work performed beyond 40 hours in a work week.

An employee's exempt and non-exempt classification is determined by and may be changed only with the approval of the Federation's Chief Executive Officer or designee.

<u>Full-time employee</u>: An employee who is regularly scheduled to work 37.5 hours or more per week, who maintains continuous employment status and is designated by the Federation as full-time via appropriate personnel records.

<u>Part-time employee</u>: An employee who is regularly scheduled to work less than 30 hours per week and who maintains continuous employment status and is designated by the Federation as part-time.

<u>Temporary</u>: Employees who are hired as interim replacements or to assist in the completion of short-term projects and who work variable hours. Employees in this category are of a limited duration. Temporary employees are not eligible for company benefits unless they meet full-time criteria during an initial or standard measurement period as defined by the Federation's Look-Back Provision which can be found in the Summary Plan Description for the US Equestrian Federation Wrap Benefit Planⁱⁱ (see Appendix).

Full-time employees are eligible for benefits as outlined in this Handbook, subject to any requirements established in the plan documents. All other employees, including Part-time and Temporary employees are not eligible for all benefits.

For the purposes of insurance and certain other benefits, eligibility requirements may differ. If so, plan documents or applicable law will control eligibility.

1.12 Introductory Period

For every new employee, the first ninety (90) days of employment, the "introductory period," is a trial period for both the employee and the Federation. During this time, the employee is able to learn about the Federation, the responsibilities of his/her position, and the working environment. The introductory period also applies to employees who transfer or are promoted into a new position with the Federation.

During the introductory period, the Federation will review an employee's job performance, attendance, attitude, overall interest in the job, among other factors, and will determine whether the employee is meeting expectations. The Federation may terminate the employment of any employee who is not meeting expectations or shows no promise of meeting expectations. After the introductory period is over, the Federation will continue to periodically review an employee's overall job performance and may take action when performance is unsatisfactory. Completion of the introductory period does not change your at-will employment status.

If you are absent from work for more than three (3) days during your introductory period, the Federation may choose to extend your introductory period or terminate your employment.

1.13 Personnel Files

The contents of employee personnel files are confidential and access to those files is restricted. They may be reviewed only by the Federation management on a need-to-know basis. A team member who wishes to review his or her own personnel file may do so by making a request with the Human Resources Department at least 24 hours in advance. Healthcare enrollment information is maintained in a separate file from other human resources folders. Workers' Compensation information is not considered private healthcare information; however, this information will be released only on a need-to-know basis.

The contents of all personnel files are the property of the Federation and the administration, maintenance and access to those files is handled by the Human Resources Department.

1.14 Release of Employee Information

The Federation will not release any confidential information regarding employees to third parties, except in the following instances:

- In response to a written request from a third party, an employee or former employee's salary, job title, dates of employment, social security number and address will be **verified** in writing where such information has already been furnished to the third party;
- Information requested by law enforcement agencies, or information required to be released by statute, regulation, or in response to a lawfully issued judicial or administrative order or process will be made available after consultation with legal counsel.
- Upon receipt of a written authorization by the employee, information within the scope of the written authorization will be released.

1.15 Employment Reference Checks

The Human Resources Department will respond to all reference check inquiries from other employers. Except in cases where a written authorization has been received from the employee, responses to such inquiries will confirm only dates of employment, wage rates, and position(s) held. Upon receipt of a written authorization by the employee, information within the scope of the written authorization will be released. All such inquiries made to Federation staff are to be referred to the Human Resources Department.

1.16 Personal Data Changes

It is the responsibility of each employee to promptly notify the Federation of any changes in personal data. Personal mailing addresses, telephone numbers, number and names of dependents, individuals to be contacted in the event of an emergency, educational accomplishment, and other such status reports should be accurate and current at all times.

If any personal data has changed, you must submit those changes online via the Employee Self-Service website.

1.17 Employment Eligibility

The Federation ensures compliance with the Immigration Reform and Control Act of 1986 by hiring those individuals who are authorized to work in the United States. As a condition of employment, employees must complete the Employment Eligibility Verification Form INS I-9 and must provide originals of acceptable documents (as specified by the I-9 form) verifying the employee's identity and eligibility to work in the United States. The I-9 form and documents must be provided to the Human Resources Department or designated representative within the first three days of employment. Failure to provide acceptable documents within three days of the start date will result in a delay of employment, including pay, benefits, and a rescheduling of the start date. Employees who are rehired must complete a new form if the one previously completed is more than three years old.

1.18 Rehiring of Employees

From time to time an employee may leave the company and then be rehired. In instances where this occurs, any employee who returns to full time status within one year of the original separation date will maintain their original date of service and have all applicable benefits eligibility and "credit" restored to that date.

1.19 Performance Evaluation

Supervisors and employees are strongly encouraged to discuss job performance and goals on an informal, day-to-day basis. When addressing performance issues, supervisors are required to maintain current and accurate documentation of meetings and/or discussions with employees. During an introductory period, it is the responsibility of the supervisor to discuss job responsibilities, standards, and expectations with an employee throughout the entire period. Formal performance evaluations are conducted at the end of an employee's introductory period in any new position.

Effective performance evaluation is a continuous process where both supervisors and employees take the opportunity to discuss job tasks, identify and correct weaknesses, encourage and recognize strengths, and discuss positive, purposeful approaches for meeting goals on a regular basis. In addition, formal performance evaluations are conducted annually, to review the prior year's performance and to set goals for the upcoming year.

Merit-based pay adjustments may be awarded by the Federation in an effort to recognize outstanding employee performance. The decision to award such an adjustment is dependent upon numerous factors, including the information documented by this formal performance evaluation process and the Federation's merit increase guidelines

Chapter 2: Employee Benefits

2.1 Overview of Benefits

As an employee of the Federation, you are eligible for a wide range of benefits, including a variety of insurance benefit programs.

The following benefit programs are available to eligible employees:

Dental Insurance
T7 Y
Vision Insurance
Short-term disability
Long-term disability
Group Life and AD&D Insurance
401(k) Plan
Supplemental Life and AD&D
Insurance
Other Ancillary Insurance Plans

The insurance benefit programs are described in the benefit summary booklets as well as the Wrap Benefit summary plan descriptionⁱⁱⁱ (see Appendix), which are provided to employees once they become eligible to participate in these programs. All statements of coverage in the benefits plans are subject to terms, conditions, restrictions and other eligibility requirements set forth in the plan documents or descriptions. The Human Resources Department can aid you in answering questions that you may have regarding eligibility.

The Federation reserves the right to amend or terminate any of its benefits programs or to require increased employee premium contributions toward any benefits with or without advance notice at its discretion.

2.2 Paid Time Off

The Federation grants paid time off (PTO) to all full-time and part-time employees (provided they work at least 20 hours per week). PTO time is available for rest, relaxation, illness, physician visits, personal obligations, or any other purpose that may arise. For full-time employees, one PTO day is equal to 7.5 hours and for part-time employees, one PTO day is equal to 3.75 hours.

Employees actually earn PTO incrementally per pay period throughout the year and are allowed to use un-accrued hours whenever requested as long as they obtain management approval. Time Off Requests (TOR) must be requested by each employee and submitted to the appropriate supervisor through the timekeeping system in advance for approval. This

allows each department to plan ahead. While every attempt is made to accommodate employee requests, supervisors may restrict PTO approval based on department workload, staffing levels, or other situations. In some cases, there may be "blackout periods" where Time Off Requests are not allowed. In addition, employees may not take more than 75 hours of PTO in one continuous period without the written authorization of their supervisor.

PTO Accrual

PTO is accrued by employees at the rate that correlates with the number of years of service outlined in the table below. A new employee will start accruing PTO after completion of the 90-day introductory period. PTO will be accrued on the 1st and 2nd pay period of each month.

Years of Service	Accrual	
Less than 1 year	Based on actual accrual	
1 - 4	20 days (12.5 hrs. per month)	
5 – 9	25 days (15.6 hrs. per month)	
10 +	30 days (18.75 hrs. per month)	

PTO Eligibility

Employees are eligible to take PTO after having completed the ninety-day introductory period. All PTO time is subject to supervisor approval and must be taken in one-half (1/2) or whole day increments. PTO accrued in one year may only be carried over for use in the next year if authorized in writing by the Chief Executive Officer.

Payment of PTO Upon Termination

The Federation will pay employees upon termination of employment any accrued, but unused PTO time, up to the maximum accrued level, provided an employee has given a two-week notice to Federation of the termination and satisfactorily completed the introductory period. A termination initiated by Federation, provided the employee was not terminated for gross misconduct, will also be paid out to an employee. In general, use of PTO will not be approved during an employee's two-week notice of resignation. Any employee who terminates and has taken more than their accrued time for PTO will have that amount deducted from his/her final paycheck.

2.3 Holidays

The Federation grants paid holiday time off to full-time and part-time employees based on the schedule of Holidays published annually. For full-time employees, a holiday is equal to 7.5 hours and, for part-time employees, a holiday is equal to 3.75 hours. In termination situations, your last day of employment cannot fall on a holiday and you must work the business day following the holiday in order to receive pay for the holiday. Additionally, no more than one day of a holiday will be counted as a part of your two-week notice.

2.4 Family and Medical Leave Act (FMLA)

This is a summary of the rights and responsibilities of the Federation and its employees under the FMLA. Other rights and responsibilities may also apply.

General Provisions

It is the policy of the Federation to grant family and medical leave in accordance with the FMLA. The leave may be paid, unpaid, or a combination of paid and unpaid leave, depending on the circumstances of the leave and as specified in this policy.

Eligibility

An employee will qualify for FMLA leave if he or she meets all of the following conditions:

- The employee must have at least twelve (12) months of service with the Federation; and
- The employee must have worked at least 1,250 hours for the Federation during the twelve (12) months preceding leave.

Types of Leave

Eligible employees may take up to twelve (12) weeks of unpaid FMLA leave in any twelve (12) month period for:

- The birth of a child and to care for that child;
- The placement with the employee of a child for adoption or foster care and to care for the newly placed child;
- To care for the employee's spouse, son, daughter, or parent who has a serious health condition;
- For a serious health condition that makes the employee unable to perform the employee's job.

In addition to the above four types of leave, there are two types of leave relating to military service:

- Eligible employees with a spouse, son, daughter, or parent on active duty or call to active
 duty status in the National Guard or Reserves in support of a "contingency operation" may
 use their twelve (12) week leave entitlement to address certain "qualifying exigencies."
 Examples of a qualifying exigency include attending military events, arranging for
 alternative childcare, addressing financial and legal arrangements, and attending certain
 counseling sessions and post-deployment reintegration briefings.
- Eligible employees may take up to twenty-six (26) weeks of leave to care for a covered service member during a single twelve (12) month period. A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty or who has a serious injury that existed before the beginning of the member's active duty and that was aggravated by service which may render the service member medically unfit to perform his or her

duties for which the service member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list. An eligible employee is entitled to a *combined total* of twenty-six (26) weeks of leave to care for a service member and any other type of FMLA leave.

A "rolling" twelve (12) month period measured backwards from the date FMLA leave is to begin is used to determine the amount of FMLA leave available to an eligible employee. This applies to all forms of FMLA leave. Leave for birth, adoption or foster care of a child must be completed within one year of the birth or placement of the child.

A "serious health condition" is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility or "continuing treatment" by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities. Ordinarily, unless complications arise, the common cold, flu, earache, upset stomach, minor ulcer, headache other than migraine, routine dental or orthodontia problem, periodontal disease, etc. are examples of conditions that are not "serious health conditions" and do not qualify for FMLA leave.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three consecutive calendar days combined with at least two visits to a health care provider, or one visit and a regiment of continuing treatment, or incapacity due to pregnancy or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Procedure for Requesting Leave and Certification Requirements

Employees must provide thirty (30) days advance notice of the need to take FMLA when the need for leave is foreseeable. When thirty (30) days' notice is not possible, the employee must provide notice consistent with the Federation's normal call-in procedures absent unusual circumstances. To request leave under this policy employees must notify Human Resources. The Federation will then provide any required notices and blank certification forms for the employee to complete.

Employees must provide sufficient information for the Federation to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform the job functions; the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider or circumstances supporting the need for military family leave. Employees also must inform the Federation if the requested leave is for a reason for which FMLA leave was previously taken or certified.

If leave is due to a serious health condition the employee must provide the Federation with a completed Certification of Health Care Provider within fifteen (15) days of receiving the blank certification form. If the employee fails to do so, the employee may lose any entitlement he or she may have to FMLA leave for the absence. Recertification may be

required and, if leave is due to the employee's illness, he or she may be asked to provide a fitness-for-duty certificate prior to returning to work.

The Federation will inform an employee requesting leave whether he/she is an eligible employee under the FMLA, inform the employee of any additional information that will be required in order to qualify for leave and provide the employee with a copy of this policy/notice.

Intermittent or Reduced Work Schedule Leave

Leave may be taken on an intermittent or reduced schedule basis if it is medically necessary, is taken due to a qualifying exigency or is otherwise approved by the Federation. Employees must make a reasonable effort to schedule leave for planned medical treatment so as not to unduly disrupt the Federation's operations. Failure to do so may result in the delay of an employee's leave. <u>In addition, employees must comply with the Federation's usual call in procedures, absent unusual circumstances or such leave may result in adverse consequences.</u>

Use of Paid and Unpaid Leave

It is the Federation's policy that FMLA leave commences on, and will be counted from, the first day of any absence (paid or unpaid) by an FMLA eligible employee for an FMLA qualifying reason. This applies even if the leave also qualifies under another law or leave provision, such as worker's compensation related leave. Following a request for FMLA leave, the Federation will notify eligible employees in writing whether the leave will be designated as FMLA leave and the amount of leave counted against the employee's leave entitlement or that it has determined that leave is not FMLA protected.

Employees must use accrued Paid Time Off (PTO) as part of what would otherwise be unpaid FMLA leave. For example, an employee who uses one (1) week of PTO while on leave for an FMLA qualifying reason could then use up to eleven (11) weeks of FMLA leave (perhaps more if service member leave is involved) during the relevant twelve (12) month period. Employees are also permitted to take up to 50% of un-accrued PTO during FMLA leave.

Employee Status and Benefits During Leave

Using FMLA leave does not result in the loss of any accrued benefits, and benefits and seniority do continue to accrue during FMLA leave. Group health plan coverage is continued under the same conditions coverage is provided to those employees not on leave. If the employee chooses not to return to work for reasons other than a continued serious health condition of the employee or the employee's family member or other circumstances beyond the employee's control, the Federation may require the employee to reimburse the Federation the amount it paid for the employee's health insurance premium during the leave.

Employee Status After Leave

Employees who timely return to work after FMLA leave are entitled to reinstatement to the same or equivalent job. However, an employee's rights with respect to benefits and employment are no greater than had the employee not taken leave. Obtaining or remaining on leave under false pretenses will result in termination of employment. If the employee does not return to work following the conclusion of FMLA leave, the employee will be considered to have voluntarily resigned.

The FMLA prohibits employers from interfering with, restraining, or denying the exercise of any right provided under the FMLA; and from discharging or discriminating against any person for opposing any practice made unlawful by the FMLA or for involvement in any proceeding under or relating to the FMLA. Complaints may be addressed through the U.S. Department of Labor ("DOL") or private litigation. The FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement which provides greater family or medical leave rights. Pursuant to 29 U.S.C. § 2619 the Federation has posted the DOL's "Employee Rights and Responsibilities" notice. 29 C.F.R. § 825.300(a) may require additional disclosures.

For additional information, please contact Human Resources directly.

2.5 Workers' Compensation Insurance

The Federation provides a comprehensive workers' compensation insurance program at no cost to employees. This program covers any injury or illness sustained in the course of employment that requires medical, surgical, or hospital treatment. Subject to applicable legal requirements, workers' compensation insurance provides benefits after a short waiting period or, if the employee is hospitalized, immediately.

If you sustain a work-related injury or illness, it is your responsibility to **inform your supervisor immediately**. No matter how minor an on-the-job injury may appear, it is important that it be reported immediately. This will enable you to qualify for coverage as quickly as possible. In addition, employees have a right to report work-related injuries and illnesses free from retaliation. The Federation does not retaliate against employees who report work-related injuries and illnesses.

2.6 Bereavement Leave

Up to three (3) days of paid bereavement leave will be provided to full-time and part-time employees.

- If you need to take time due to the death of an immediate family member, notify your supervisor and/or supervisor's supervisor immediately.
- Bereavement leave is prorated for employees based on the number of hours worked.
- Bereavement pay is calculated based on the base pay rate at the time of absence.
- For purposes of bereavement leave only, the Federation defines "immediate family" as your spouse, parent, child, sibling; grandparent or grandchild; your spouse's parent, child, sibling; grandparent or grandchild; or your child's spouse or child.

Bereavement leave will normally be granted unless there are unusual business needs or staffing requirements. You may, with your supervisor's approval, use any available paid time off for additional time off as necessary.

2.7 Jury Duty

Jury duty leave will be granted to any employee who is selected for jury duty. The Federation will continue to pay either your salary or your regular hourly rate for your regularly scheduled hours for up to four (4) weeks. Jury duty includes service on grand juries but does not include participation as a witness, plaintiff or defendant unless such service is requested by or for the benefit of the Federation.

To qualify for jury duty leave, you must submit to your supervisor a copy of the summons to serve within forty-eight hours of receipt. In addition, proof of service must be submitted to your supervisor when your period of jury duty is completed.

2.8 Voting Leave

Consistent with applicable state law, the Federation provides time off to employees to vote in state and/or federal elections. Requests for time off must be approved in advance by the Employee's supervisor. Voting leave is unpaid unless used in conjunction with PTO or other paid leave.

Employees may take up to four hours of leave to vote or apply for an absentee ballot. An employee's supervisor may specify the hours of the leave period. Employees selected to be election officers will be granted an entire day to attend training or serve as election officers.

The Federation does not retaliate against employees who request voting leave.

2.9 Personal Leave

Except as otherwise required by applicable law, leaves of absence without pay may be granted at the Federation's sole discretion to full-time employees who maintain continuity of service if instances of unusual or unavoidable circumstances require prolonged absence, or if an employee does not qualify for a Family and Medical Leave of Absence. Upon receipt of supporting documentation, as appropriate, the Federation may deny the request or grant a personal leave of absence to an employee for a period of up to ninety (90) days, unless otherwise required by state law.

Personal leaves of absence are unpaid and the employee's health insurance premiums will not be paid by the Federation. In addition, benefits do not accrue while on unpaid leave. Unless applicable federal or state laws require otherwise, reinstatement cannot be guaranteed to any employee returning from a leave of absence. The Federation will however, try to place employees returning from leave in their former positions or in

positions comparable in status and pay, subject to the Federation's legitimate business needs, including the need to fill vacancies sooner.

2.10 Military Leave

Leaves of absence for Military or Reserve duty are granted to full-time and part-time employees. If you are called to active Military duty or to Reserve or National Guard training, or if you volunteer for the same, you must submit copies of your Military orders to your supervisor as soon as you receive them. You will be granted a Military leave of absence for the period of Military service, in accordance with applicable federal and state laws.

If you are a Reservist or a member of the National Guard, you are granted time off for required Military training. During a Military training leave of absence, the Federation will pay you the difference between your regular pay and the Military basic pay that you receive up to a maximum of two weeks during a 12-month period. The 12-month period begins on the date your first Military leave begins. Subsequent 12-month periods begin the first time you take Military leave after the completion of any previous 12-month period. You must provide the Payroll department with copies of your Military pay statements in order for this difference to be paid.

Your eligibility for reinstatement after your Military duty or training is completed is determined in accordance with applicable federal and state laws, including the Uniformed Services Employment and Reemployment Rights Act of 1994.

2.11 Insured Benefits

The Federation provides, at a reasonable cost and in some cases, at no cost, a package of insured benefits to full-time employees and their family members. It includes, but is not limited to:

- Medical Insurance
- Dental Insurance
- Vision Insurance
- Flexible Spending Accounts
- Short-Term Disability Insurance
- Long-Term Disability Insurance
- Group Life and AD&D
- Supplemental Life and AD&D

For more details on these and any other employee benefit, including eligibility requirements, please contact the Human Resources Department for summary plan information, which provides a summary of each of the benefits listed above. In addition, these benefits are subject to change. Coverage for medical benefits is effective on the date of hire for eligible employees and their covered dependents [spouse/domestic partner and/or dependent child(ren)].

2.12 Benefits Continuation (COBRA)

The federal Consolidated Omnibus Budget Reconciliation Act (COBRA) gives employees and their qualified beneficiaries the opportunity to continue health, dental and vision insurance coverage under the Federation's health and dental/vision insurance plans when a "qualifying event" would normally result in the loss of eligibility. Some common qualifying events are resignation; termination of employment; death of an employee; a reduction in an employee's hours or a leave of absence; an employee's divorce or legal separation; and/or a dependent child no longer meeting eligibility requirements.

Under COBRA, the employee or beneficiary pays the full cost of coverage at the Federation's group rates. The Federation or its designee provides each eligible employee with a written notice describing rights granted under COBRA when the employee becomes eligible for coverage or whenever an employee has a qualifying event relating to medical, dental and/or vision insurance coverage. The notice contains important information about the employee's rights and obligations.

2.13 401(k) Savings Plan

The Federation has established a 401(k) savings plan to provide eligible employees the potential for future financial security for retirement.

To be eligible to join the 401(k) savings plan, you must be 21 years of age or older and complete six (6) months of service as a full-time employee or one year (1,000 hours) of service as a part-time or temporary employee. Eligible employees may participate in the 401(k) plan subject to all terms and conditions of the plan.

The 401(k) savings plan allows you to elect how much salary you want to contribute, up to a maximum permitted by law, and direct the investment of your plan account, so you can tailor your own retirement package to meet your individual needs. The Federation also may choose to contribute an additional matching amount annually, the percentage of which is at the sole discretion of the Federation and may change from year to year. Employer contributions are made after the last day of the plan year.

Complete details of the 401(k) savings plan are described in the Summary Plan Description^{iv} (see Appendix) provided to eligible employees. Contact the Human Resources Department for more information about the 401(k) plan.

2.14 Exempt Compensatory Time

The Federation recognizes that exempt personnel may be required to travel or work at an event over a weekend or holiday as part of their official duties.

Non-exempt positions and supervisory positions are not eligible for compensatory time. However, exceptions for employees in supervisory positions may be made at the discretion of the Chief Executive Officer.

If you are eligible for compensatory time and are required to travel for or work at an event, competition, or Federation function over a weekend (Saturday <u>and Sunday</u>) or holiday, you will be given one (1) day off in compensatory time that must be used within 30 days of being earned. In order to earn compensatory time, the weekend or holiday travel/work time must be recorded on your attendance record in the timekeeping system.

It is your responsibility as well as that of your supervisor to keep track of your compensatory time. Use of compensatory time must be recorded on your attendance record in the timekeeping system along with the appropriate notation as to when the time was earned.

No pay will be given in lieu of compensatory time.

Chapter 3: Conditions of Employment

3.1 Time Keeping

Accurately recording time worked is the responsibility of every non-exempt employee. Time worked is all the time actually spent performing assigned job duties regardless of where this occurs.

If you are a non-exempt employee, you must accurately record hours worked, subtracting the meal period, by using the appropriate timekeeping method for your location. You should also record the beginning and ending time of any split shift or departure from work for personal reasons. Employee work hours are tracked in 15-minute increments and rounding of work in/out times is done to the nearest quarter hour: 1 to 7 minutes is rounded down and 8 to 14 minutes is rounded up.

If you are an exempt employee, you are not required to record your hours worked; however, you are required to record and/or verify any time off that occurs during the reporting period. Time off must be recorded on your attendance record in the timekeeping system.

It is your responsibility to review and electronically approve your time and attendance records to certify the accuracy of all time recorded. Any necessary changes must be made by your supervisor. If your supervisor is unavailable, then notify the next level Director or Human Resources Department. Any employee found misrepresenting time will be subject to disciplinary action, up to and including termination.

3.2 Pay Days

All employees are paid biweekly on every other Friday. Non-exempt employees will receive earnings for all work performed through the end of the previous payroll period. Exempt employees will receive earnings for work performed up to the current pay date. Each pay period consists of two pay weeks with each pay week beginning on a Saturday and ending on the subsequent Friday.

In the event that a regularly scheduled payday falls on a day when banking institutions are closed, you will receive pay on the last day of work before the regularly scheduled payday.

You may have your pay directly deposited into a bank account(s) if you provide a direct deposit form, in advance, to the payroll department. Through the Pay Statements online website, you may access an itemized statement of wages when the Federation makes direct deposits.

3.3 Termination of Employment

Termination of employment is an inevitable part of personnel activity within any organization, and many of the reasons for termination are routine. In the event of a voluntary separation, in order to leave in good standing, you are required to give at least

two (2) weeks notice prior to separating from the Federation. Employees may not substitute accrued Paid Time Off for two weeks' notice, although the Federation, at its discretion, may direct substitution of accrued Paid Time Off in lieu of the final two weeks of work. Additionally, no more than one day of a holiday will be counted as a part of your two-week notice.

Just as any employee can leave the Federation for any reason, the Federation may terminate an employee's employment for any reason.

The Federation generally schedules exit interviews at the time of employment termination. The exit interview affords you an opportunity to discuss such issues as employee benefits, conversion privileges, repayment of outstanding debts to the Federation, or return of Federation-owned property.

In order to leave the Federation in good standing, you must return all Federation property on or before your last day worked.

3.4 Administrative Pay Corrections

The Federation takes all reasonable steps to ensure that employees receive the correct amount of pay in each paycheck and that employees are paid promptly on the scheduled payday.

In the unlikely event that there is an error in the amount of pay, you should promptly bring the discrepancy to the attention of the Payroll department so that corrections can be made as quickly as possible.

3.5 Pay Deductions

Employees should always remember that take-home pay is not the full amount of one's earnings (gross earnings). Deductions from gross pay include those required by law:

- Federal Income Taxes;
- Social Security Taxes
- Kentucky Income Taxes
- Occupational Taxes
- City and County Taxes.

Other deductions may include the employee's portion of the health insurance or other premium for group benefits. All of these deductions represent earned income that the Federation has paid but is not reflected in the net paycheck.

If you have questions concerning why deductions were made from your pay, or how they were calculated, the Payroll department can assist in having your questions answered.

3.6 Garnishment of Employee Wages

State law requires the Federation to honor garnishments of employee wages (including child support). The law also provides for an administrative fee to be charged to the employees when a garnishment occurs.

3.7 Work Schedules

The Federation maintains a normal workweek of 37.5 hours per week and that is the basis on which full-time employees are paid. The normal workweek is Monday through Friday with each of the five work days consisting of a 7.5 hour paid schedule.

Employees are also, in accordance with state law, provided a ten (10) minute paid break period during each four hours worked. Supervisors schedule rest periods in accordance with operating needs.

All full-time employees are provided with an unpaid hour for lunch each workday. Temporary and part-time employees qualify for lunch periods in accordance with the length of their workday. Supervisors schedule lunch periods to accommodate operating requirements. During the lunch period, employees are relieved from active duty and not permitted to perform any active responsibilities.

Normal working hours are from 8:30 a.m. to 5:00 p.m. Individual employees may be instructed or permitted by their supervisor to deviate from the normal work schedule due to departmental and/or Federation needs or to accommodate employee requests. Any deviation from the normal work schedule must be approved ahead of time by your direct supervisor. Long-term schedule changes must be documented with the Human Resources department and could be subject to review at any time depending on the business needs of the Federation.

3.8 Job Abandonment

An employee who is absent from work for three (3) consecutive days, and fails to report such absence consistent with Federation Attendance and Punctuality policy, will be assumed by the Federation to have voluntarily resigned employment without notice.

3.9 Travel Time for Non-exempt Employees

For non-exempt (hourly) employees, time spent traveling on behalf of the Federation may or may not be considered hours worked. The Federation follows federal and state wage and hour laws in determining when travel time is considered hours worked. Non-exempt employees who travel on behalf of the Federation should refer to the Non-exempt Travel Policy (see Appendix) for guidance on how travel time is reported and recorded. Any travel time that is determined to be hours worked will be counted toward the calculation of overtime pay.

3.10 Overtime & Overtime Expenses

From time to time, it may be necessary for you to perform overtime work. Overtime work must always be approved by your immediate supervisor before it is performed. Any overtime in excess of 5 hours per pay period must be approved in advance in writing by the appropriate Senior Team supervisor.

When it is necessary to work overtime, you are expected to cooperate as a condition of your employment. If you are classified as a non-exempt employee, you will be paid one and one-half times your regular hourly rate of pay for all hours worked beyond the fortieth hour in any given workweek. Only hours actually worked, count towards the calculation of overtime pay. Time off, including paid time off such as vacation, and other leave based pay (Bereavement, Jury Duty, etc.) does not count towards overtime.

Your supervisor will attempt to provide you with reasonable notice when the need for overtime work arises. Please remember, however, that advance notice may not always be possible.

3.11 Employee Privacy Not Guaranteed

Employees are provided a work space by the Federation so that they may efficiently perform their job duties. This work space may include, but is not limited to, a desk, a cubicle or an office. In some cases, the Federation may provide an employee a lock and key in order to secure this work space or cabinets and drawers contained therein. This fact does not confer on an employee a right to privacy with respect to that workplace, or any items stored in that work space.

The Federation reserves the right of access to any and all such Company property at any time. The employee is expected to take appropriate measures in protecting files, equipment and confidential information from unauthorized access and use by other persons. However, access to all such workspace will be available to the Federation at Management's discretion, and employees are not guaranteed prior notice of such access. Entry into workspaces will be made as deemed necessary.

Employees are prohibited from installing or using personal locks and security devices on property or space belonging to the Federation. If an employee has reason to believe a business purpose will be served by securing his or her personal work space, the employee should notify his or her supervisor.

3.12 Use of Federation Property

When using Federation equipment and property, employees are expected to exercise care, perform required maintenance, and follow all operating instructions, safety standards, and guidelines.

<u>Company Equipment</u> - Telephones and personal computers (and any application or mainframe system available on them) are Federation property and are to be used for

Federation business. Any exceptions must be approved by your supervisor. Electronic mail, voice mail and other messaging systems are subject to review by authorized personnel. Federation employees should not have any expectation of privacy in the use of Federation equipment, except for text messages, which are considered personal communications unless the Federation, in its discretion, finds they are necessary to investigate alleged violations of any Federation policies.

Cellular telephones provided to employees by the Federation may be used for personal use. Employees should be aware that if a cellular telephone used for company-business is lost, the Federation reserves the right to remotely wipe that phone which may result in loss of personal data as well as company data.

<u>Vehicles</u> - The improper, careless, negligent, destructive, or unsafe use or operation of Federation vehicles, as well as excessive or avoidable traffic and parking violations while operating Federation vehicles, can result in disciplinary action, up to and including termination of employment. Employees must obtain permission of the senior team member to whom they report in order to utilize a Federation vehicle and must comply with the Automobile Usage Policy^{vi} (see Appendix).

<u>Federation Property and Use of Telephones</u> – The Federation expects all employees to use Federation property for business purposes only. This applies to use of stationery, office supplies, diskettes, etc. Personal telephone calls should be kept to a minimum and be limited to necessary situations.

3.13 Emergency Closings

During inclement weather, the Federation offices will attempt to remain open and employees should plan to report for their regularly scheduled hours. However, in extreme cases, senior management may decide to close one or more locations. The decision to close will be communicated to employees via the appropriate method for each location. Emergency closings are not limited to inclement weather as there could be other extreme circumstances that necessitate a closure. In the event of any closure, affected hourly employees will receive weather/closing pay through the end of their scheduled shifts.

In general, Lexington offices will follow the University of Kentucky's (UK) full-day closings due to inclement weather. If UK cancels classes for students or closes offices for the majority of employees due to inclement weather, the Lexington offices will be closed as well. This does not apply to UK's delays, early/partial-day closings, or closings for reasons other than inclement weather. There may also be instances where senior management determines to close our Lexington offices while UK remains open. If this occurs, a full-day closure will be reported to the WKYT and WLEX news stations.

When offices remain open, you should remember that your personal safety comes first and you should use your own best judgment regarding travel to and from work. If you decide not to report to work due to treacherous road conditions in your area, no disciplinary action will be taken as a result of the absence, provided it has been properly communicated to

your supervisor consistent with the Attendance and Punctuality policy. In other respects, it will be treated the same as any other absence from work.

3.14 Travel Expense Reimbursement

The Federation will reimburse employees for reasonable business travel expenses incurred while on assignments away from the normal work location in accordance with the Travel Policy^{vii} (see Appendix).

3.15 Information Security Policy

All employees are required to abide by the Information Security Policy^{viii} (see Appendix) which contains guidelines for electronic communication and Internet usage as well as the protection of cardholder data. Employees must attend training annually on the policy requirements and any updates.

3.16 Social Media Policy

Due to today's technology-dependent society, social media is a constant presence in the lives of many; however, the Federation strives to maintain a professional image on all online fronts, so its use is not to be taken lightly with regard to any company or business unit affiliated with the Federation. When utilizing social media, even for personal reasons, employees must adhere to the guidelines below. A lack of adherence to these policies may result in disciplinary action, up to and including termination of employment. (Note: Nothing in this policy is intended to infringe upon employee rights under section 7 of the National Labor Relations Act, 29 U.S.C. § 157.)

- 1. You may not share information that is confidential and proprietary about the company's operations.
- 2. Respect all copyright and other intellectual property laws. For the Federation's protection as well as your own, it is critical that you show proper respect for the laws governing copyright, fair use of copyrighted material owned by others, trademarks, and other intellectual property, including the Federation's own copyrights, trademarks, and brands.
- 3. Maliciously false statements about the company, current employees, and potential employees are prohibited.
- 4. You are encouraged to write knowledgeably, accurately, and with appropriate professionalism. Despite disclaimers, your web interaction can result in members of the public forming opinions about the company and its employees, partners, and products.
- 5. You are not authorized to speak on behalf of the Federation, either online or otherwise. You will be subject to discipline if you suggest that your speech represents that of the Federation or if you knowingly permit others to infer that you are speaking on behalf of the Federation.
- 6. Recognize that you are legally liable for anything you write or present online. Employees can be disciplined by the company for posting commentary, content, or images that are maliciously false, pornographic, proprietary, harassing, libelous, or that can create a hostile work environment.

Chapter 4: Employee Conduct

4.1 Workplace Violence Prevention

The Federation expressly prohibits any acts or threats of violence by any employee against any other employee, agent, client, or vendor, in or about the Federation's facilities or elsewhere at any time while involved in, or conducting, Federation business. Conduct which is prohibited includes, but is not limited to, verbal threats, physical intimidation or actual harm, obscene or threatening telephone calls, stalking, or harassment. The Federation will not condone any acts of the nature described above against its employees, vendors, members, customers, or visitors on the Federation's premises at any time or while they are engaged in business with or on behalf of the Federation, on or off the Federation's premises. In addition, the Federation prohibits possession of weapons by employees or customers of any kind on its property, defined as any building or structure in which any Federation office is located. Any employee who becomes aware of an individual on Federation property in possession of a weapon in a prohibited area, as described above, is required to immediately report to management.

Employees who, in the sole discretion of the Federation Management, engage in violent, abusive, or threatening conduct, or who otherwise engage in behavior that is deemed offensive or inappropriate will be subject to disciplinary action, up to and including discharge. Employees who observe or are aware of any suspicious workplace activity or situations/incidents/conduct that appear to be covered by this policy are required to report the incidents to a supervisor immediately. These situations will be fully and promptly investigated and confidentiality will be maintained to the extent possible without causing undue risk to the individuals involved.

4.2 Employee Conduct and Work Rules

As an integral member of the Federation, you are expected to accept certain responsibilities, adhere to acceptable business principles in matters of personal conduct, and exhibit a high degree of personal integrity at all times. This not only involves sincere respect for the rights and feelings of others, but also demands that in your business and personal life you refrain from any behavior that might be harmful to you, your co-workers, and/or Federation, or that might be viewed unfavorably by current or potential customers or by the public at large.

Whether you are on duty or off, your conduct reflects on the Federation. You are, consequently, encouraged to observe the highest standards of professionalism at all times.

Types of behavior and conduct that the Federation considers inappropriate include, but are not limited to, the following:

- Making malicious, false or derogatory statements that may damage the integrity or reputation of the Federation, its programs, or its employees;
- Participation in organized gambling, bookmaking, lotteries and activities of a

similar illegal nature on the premises;

- Soliciting, offering or accepting a bribe or gratuity in connection with the conduct of any of the Federation's business;
- Willful disclosure of proprietary confidential plans, policies, programs and/or actions of the Federation;
- Theft, destruction, abuse or inappropriate removal or possession of the Federation's property;
- Falsification of timekeeping records;
- Working under the influence of alcohol or illegal drugs;
- Possession, distribution, sale, transfer, or use of alcohol or illegal drugs in the workplace, while on duty, or while operating employer-owned vehicles or equipment;
- Fighting or threatening violence in the workplace;
- Boisterous or disruptive activity in the workplace;
- Insubordination, including neglect of duties or refusal to perform work, or other disrespectful conduct;
- Violation of safety or health rules;
- Sexual or other unlawful or unwelcome harassment;
- Bullying conduct;
- Possession of dangerous or unauthorized materials, such as explosives or firearms, in the workplace;
- Excessive absenteeism or any absence without notice;
- Violation of personnel policies;
- Unsatisfactory performance or conduct;
- Falsification of any Federation records or documents; and
- Working overtime without approval.

This is not a complete list of unacceptable conduct, and it does not limit or restrict the Federation's "at-will" employment policy.

4.3 Corrective Action

Employees are expected to perform to the best of their abilities and conduct themselves in a manner that contributes to the success of the Federation. Conduct that is offensive or otherwise unacceptable to other employees, customers, and/or vendors will not be tolerated. Employees will also be required to fully meet and discharge the duties and responsibilities required for their individual jobs and comply with the standards, orders, directives and expectations of their individual supervisor(s).

The Federation encourages ongoing, open communication between supervisors and their employees, especially when conduct violates Federation policies and procedures and when the quality and quantity of work performed does not meet the Federation's standards. Corrective actions are handled in a manner that is consistent, constructive, and instructive and documentation is completed when formal corrective action is required.

If rule or policy violations or improper conduct do occur, normally we use a system called progressive discipline. It is used as a form of accountability and as a tool to communicate performance and/or behavioral issues to our employees. The steps are as follows:

- 1. Oral Warning
- 2. Written Warning
- 3. Probation
- 4. Suspension
- 5. Termination

This process does not constitute a promise or guarantee of continued employment. It further does not alter the employee's at-will employment status with the Federation, meaning either the employee or the Federation may terminate the employment relationship at any time, with or without cause or notice. Steps taken in the progressive disciplinary action process afford the employee an opportunity to change his or her behavior. The employee should keep in mind, however, that depending upon the severity of the infraction, steps of the progressive disciplinary action procedure can be initiated at any step in the process at the Federation's discretion, depending on the performance problem, the type of conduct, or nature of offense involved, and the employee's work record. Please note that steps may be skipped, repeated or used in any order at the sole discretion of the Federation.

4.4 Drug and Alcohol Use

The Federation is committed to providing and maintaining a safe and productive work environment **free** from the adverse effects of drugs and alcohol. It is our goal to have a workforce free of those who choose to use illegal drugs or to misuse prescription medications, over the counter medications or alcohol. This policy will assist in achieving this goal. As a condition of employment, all employees will abide by this policy as it now exists and as it may, from time to time, be amended. Consistent with applicable law, the Federation reserves the right to drug test any employee.

The use, consumption, possession, manufacture, sale, distribution, dispensing or transfer of a controlled substance, as defined in federal law at 21 U.S.C. § 812, and the possession of paraphernalia containing the residue of a controlled substance is prohibited in or on Federation property or while on Federation business.

Use of alcohol in or on Federation property or while on Federation business also is prohibited unless it is a Federation sponsored function.

Any employee convicted of violating a criminal drug statute or Driving Under the Influence must notify the Federation's General Counsel no later than five (5) days after the conviction. Under this rule, a conviction includes a finding of guilt, a plea of guilty or *nolo contendere*, and/or the imposition of a sentence by any judicial body responsible for determining violations of federal or state criminal drug statutes.

4.5 Attendance and Punctuality

To maintain a safe and productive work environment, the Federation expects employees to be reliable and to be punctual in reporting for scheduled work. Absenteeism and tardiness place a burden on other employees and on the Federation.

In the instances you may not avoid being late to work, or are unable to work as scheduled, you should give notice to your supervisor at least 30 minutes before your scheduled work hours. Notice must be given for each day of absence unless your initial notice indicated the expected duration of absence. Notice must be given to your supervisor, and must be given by yourself and not by anyone acting on your behalf, unless serious illness or injury prevents you from doing so. If you are unable to contact your supervisor, you should contact the next level supervisor.

Employees not available and prepared to work at their designated starting time will be considered tardy.

Poor attendance and excessive tardiness are disruptive. Either may lead to disciplinary action, up to and including termination of employment. Excessive and unexplained use of *unscheduled* paid time off is considered absenteeism and may result in disciplinary action.

4.6 Personal Appearance

The Federation expects its employees to dress in good taste and in a manner that effectively balances professionalism, comfort and productivity. Denim jeans are permitted. They must not be distressed, torn, or have any rips or holes. On certain occasions, such as executive meetings or member/client events, it may be appropriate to dress more formally. The list below is to assist you in making appropriate decisions about your appearance and determining what is considered inappropriate business wear.

GARMENT	NOT APPROPRIATE
Footwear	Bare feet, tennis shoes, sneakers, flip-flops, slippers/bedroom shoes, torn shoes, dirty shoes, etc.
Shirts/Blouses	Tank Tops, spaghetti straps, midriffs, tube tops, strapless tops, or any top that shows the shoulder, casual T-shirts, any top/shirt with an open back, sheer/transparent blouses, sweatshirts, shirt-tails, any low cut garment, etc.
Pants/Skirts/Dresses	Shorts/Bermudas,, leggings, sweat pants, form-fitting lycra or spandex or any other tight fitting material, sundresses, short skirts/dresses, etc.
Slogans	Profanities, ethnic/racial slurs, drugs, alcohol, offensive/suggestive language, advertisements, etc.
Hats	No hats or ball caps.

Casual Friday Guidelines

Each Friday, the Federation makes the following exceptions:

- Footwear may wear clean sneakers/tennis shoes, strapless sandals (but not flip-flops, beach shoes or torn and/or dirty shoes)
- Shirts/Blouses casual T-shirts and sweatshirts as long as they are neat and clean and do not bear inappropriate slogans
- Hats and ball caps as long as they do not bear inappropriate slogans.

It is necessary that all employees (regular, temporary and contract) adhere to the Federation's dress expectations. In addition to meeting minimum standards, clothing should be neat and clean, should fit properly, and not be too tight or revealing.

If you have any doubts about whether a garment is appropriate, please check with your supervisor before wearing the garment to work.

4.7 Return of Property

Employees are responsible for all Federation property, materials, or written information issued to them or in their possession or control. Employees must return all Federation property immediately upon request or upon termination of employment.

4.8 Credit Cards

The Federation provides Federation credit cards to certain employees for business purposes. If you are issued a Federation credit card, you are required to acknowledge and abide by the Federation's Corporate Credit Card Policy and Agreement^{ix} (see Appendix) which is maintained by the Finance department.

Supervisors will recommend which employees need credit cards to fulfill their business responsibilities. All recommendations must be approved by the Chief Executive Officer.

APPENDIX

Locations of Additional Policies Referenced

- ¹ Safe Sport Policy: This policy is maintained by the Legal department and can be found on the Federation website, <u>www.usef.org</u>, by clicking on the Safe Sport heading and scrolling down to Additional Resources at the bottom.
- ⁱⁱ US Equestrian Federation Wrap Benefit Plan Summary Plan Description: This document is maintained by the Human Resources department and can be found on the network public (H) drive under Human Resources, Employee Info, Insurance & Benefits, Wrap Benefit Plan.
- iii See reference ii.
- iv **401(k) Summary Plan Description**: This document is maintained by Fifth Third, our 401(k) provider, in conjunction with the Human Resources department and can be found on the network public (H) drive under Human Resources, Employee Info, Insurance & Benefits, 401K.
- ^v Non-exempt Travel Time Compensation Policy: This policy is maintained by the Human Resources and Payroll department and can be found on the network public (H) drive under Human Resources, Employee Info, Employee Policies, Auto & Travel Policies.
- vi Automobile Usage Policy: This policy is maintained by the Finance and Human Resources departments and can be found on the network public (H) drive under Human Resources, Employee Info, Employee Policies, Auto & Travel Policies.
- vii **Travel Policy**: This policy is maintained by the Travel & Events Director in conjunction with the Finance department and can be found on the network public (H) drive under Human Resources, Employee Info, Employee Policies, Auto & Travel Policies.
- viii **Information Security Policy**: This policy is maintained by the Information Technology department and can be found on the network public (H) drive under USEF Forms, IT Forms as well as under Human Resources, Employee Info, Employee Policies.
- ^{ix} **Corporate Credit Card Policy and Agreement**: This document is maintained by the Finance department and can be found on the network public (H) drive under Finance, Purchasing Policies.