



INDEPENDENT CONTRACTOR WELCOME BOOK

INTRODUCTION

Welcome

Dear New Independent Contractor,

Welcome to the CM Performing Arts Center family! We're thrilled to have you join us on this exhilarating journey. Your decision to collaborate with us is truly appreciated, and we're excited about the fantastic experiences that lie ahead.

As you step into our vibrant community, know that your presence adds to the magic of what we do. At the CM Performing Arts Center, we take immense pride in our stellar reputation for delivering top-notch theatrical productions, dynamic educational programs, and unforgettable special events. This reputation is a collective achievement, made possible by the dedication and passion of every contributor, past and present.

As you embark on this new chapter with us, we want you to feel not just welcomed, but valued. Your contributions matter, and we hope that you'll find fulfillment and joy in the work you do here. Together, let's continue to create memorable experiences and inspire audiences far and wide.

Once again, thank you for choosing to partner with our Company. Here's to a journey filled with creativity, camaraderie, and endless possibilities!

Warm regards,



Marc Hollid-Ausset
Chief Executive Officer & President
CM Performing Arts Center
marc@cmpac.com
631.218.2810 Extension 1031

History

During his vibrant years as a youth minister, CMPAC founder Noel S. Ruiz discovered the transformative power of music, drama, and dance. These art forms became his tools for expression, teaching, and building a strong, connected community. Inspired by the enthusiastic support of friends and co-workers, Noel took a bold step and founded Creative Ministries on February 15, 1987. Known today as the CM Performing Arts Center (CMPAC or simply CM), this initiative quickly grew beyond its humble beginnings.

CMPAC started as a touring company, captivating audiences wherever they went. But this was just the beginning. The organization continued to grow, both in size and reputation, ultimately achieving a significant milestone—the establishment of a permanent home at the historic Oakdale Theatre. This venue, rich in legacy, has been CMPAC's bustling headquarters ever since. The dream became a reality on May 23, 1997, when CM Performing Arts Center opened its doors at its current location in Oakdale, NY. The inaugural production of "Man of La Mancha" was a resounding success, symbolizing the fulfillment of "The Impossible Dream" envisioned by Noel and CMPAC's co-founders. Today, CMPAC stands as a beacon of artistic excellence and community spirit, continuing to inspire and entertain audiences with every performance.

Mission and Vision

The CM Performing Arts Center, a not-for-profit organization is "home" to people from all walks of life who work collaboratively to produce quality theatrical productions. Guided by the values of excellence, diversity and community, we seek to make a positive contribution to arts-education, culture and the quality of life on Long Island.

Core Values

Welcome people from all walks of life regardless of race, religion, gender identity or sexual orientation.

Handbook Purpose

This Independent Contractor Welcome Book is presented as a matter of information and has been prepared to inform independent contractors about the Company's philosophy, independent contractors practices, policies, and the benefits provided to our valued independent contractors, as well as the conduct expected from them. While this welcome book is not intended to be a book of rules and regulations or a contract, it does include some important guidelines which independent contractors should know. The welcome book can be amended at any time.

This independent contractors welcome book will not answer every question independent contractors may have, nor would the Company want to restrict the normal question and answer interchange among us. It is in our person-to-person conversations that we can better know each other, express our views, and work together in a harmonious relationship.

We hope this guide will help independent contractors feel comfortable with us. The Company depends on its independent contractors; their success is our success. Please don't hesitate to

ask questions. The Chief Executive Officer will gladly answer them. We believe independent contractors will enjoy their work with us and their fellow independent contractors here.

No one other than the Chief Executive Officer or The Board of Directors may alter or modify any of the policies in this independent contractors welcome book. No statement or promise by a supervisor, Executive Artistic Director, or designee is to be interpreted as a change in policy, nor will it constitute an agreement with an independent contractor.

Should any provision in this independent contractor welcome book be found to be unenforceable and invalid, such a finding does not invalidate the entire independent contractor welcome book, but only the subject provision.

We ask that independent contractors read this guide carefully, become familiar with the Company and our policies, and refer to it whenever questions arise.

Organizational Structure

- Board of Directors
 - Chairman: Joe Naftal
 - Treasurer: Bob Solak
 - Secretary: Ellen Dumalo
 - Director: Malika Batchie-Lockhart
 - Director: Suzanne Neske

- Chief Executive Officer & President
 - Marc Hollid-Ausset

- Executive Artistic Director
 - Alyse Nicole Arpino

Background Checks

Prior to signing with an independent contractor, the Company may conduct a background check. The background check may consist of criminal background, sex offender registry and/or credit checks, as permitted by law. Third-party services may be hired to perform these checks.

Building Access

You are only permitted in the building at agreed-upon times, as determined by the Executive Artistic Director or the Chief Executive Officer.

Ownership of Work

CM Performing Arts Center owns all work performed by independent contractors and may use it to promote the organization or its shows in any way deemed fit.

CONDUCT AND BEHAVIOR

General Conduct Guidelines

Orderly and efficient operation of the Company requires that everyone maintain proper standards of conduct and observe certain procedures. These guidelines are provided for informational purposes only and are not intended to be all-inclusive. Nothing here is intended or will be construed to change or replace, in any manner, the independent contractor relationship between the Company and the independent contractor. The Company views the following as inappropriate behavior:

- Failure to follow the policies outlined in this handbook.
- Negligence, carelessness or inconsiderate treatment of Company customers and/or their matters/files.
- Theft, misappropriation or unauthorized possession or use of property, documents, records or funds belonging to the Company, or any customer or employee; removal of same from Company premises without authorization.
- Divulging trade secrets or other confidential business information to any unauthorized person(s) or to others without an official need to know.
- Obtaining unauthorized confidential information pertaining to customers or employees.
- Changing or falsifying customer records, Company records, personnel or pay records without authorization.
- Willfully or carelessly damaging, defacing or mishandling property of a customer, the Company or employees.
- Taking or giving bribes of any nature, or anything of value, as an inducement to obtain special treatment, to provide confidential information or to obtain a position. Acceptance of any gratuities or gifts must be reported to a supervisor or Chief Executive Officer.
- Entering Company premises without authorization.
- Willfully or carelessly violating security, safety, or fire prevention equipment or regulations.
- Conduct that is illegal under federal, state, or local law.
- Creating a disturbance on Company premises.
- Use of abusive language.
- Any rude, discourteous or un-businesslike behavior, on or off Company premises, which adversely affects the Company services, operations, property, reputation or goodwill in the community or interferes with work.
- Use or possession of intoxicating beverages or illegal use or possession of narcotics, marijuana or drugs (under state, federal or local laws), on Company premises during contracted hours or working under the influence of intoxicants or drugs so as to interfere with job performance, or having any detectable amount of illegal drugs in an independent contractor's system.
- Unauthorized possession of a weapon on Company premises.
- Illegal gambling on Company premises.

- Soliciting, collecting money, vending, and posting or distributing bills or pamphlets for non CMPAC related objectives during contracted hours in work areas. These activities are closely controlled in order to prevent disruption of Company services and to avoid unauthorized implication of Company sponsorship or approval. However, this general rule is not intended to hinder or in any way curtail the rights of free speech or free expression of ideas. Any person who is not an employee of the Company is prohibited from any and all forms of solicitation, collecting money, vending, and posting or distributing bills or pamphlets on Company property at all times.

Sexual & Other Unlawful Harassment

Sexual harassment and unlawful harassment are prohibited behavior and against Company policy. The Company is committed to providing a work environment free of inappropriate and disrespectful behavior, intimidation, communications and other conduct directed at an individual because of their sex, including conduct that may be defined as sexual harassment.

The following list contains examples of prohibited conduct. They include, but are not limited to:

- Unwanted sexual advances;
- Offering benefits in exchange for sexual favors;
- Making or threatening reprisals after a negative response to sexual advances;
- Visual conduct such as leering, making sexual gestures, or displaying sexually suggestive objects, pictures, cartoons, or posters;
- Verbal conduct such as making or using derogatory comments, epithets, slurs, sexually explicit jokes, or comments about any person's body or dress;
- Verbal abuse of a sexual nature, graphic verbal commentary about an individual's body, sexually degrading words to describe an individual, or suggestive or obscene letters, notes, or invitations;
- Physical conduct such as touching, assault, or impeding and/or blocking movements;
- Retaliation for reporting harassment or threatening to report harassment.

Other Types of Harassment

Prohibited harassment on the basis of race, color, religion, national origin, ancestry, physical or mental disability, veteran status, age, or any other basis protected under local, state or federal law, includes behavior similar to sexual harassment, such as:

- Verbal conduct such as threats, epithets, derogatory comments, or slurs;
- Visual conduct such as derogatory posters, photographs, cartoons, drawings, or gestures;
- Physical conduct such as assault, unwanted touching, or blocking normal movement;
- Retaliation for reporting harassment or threatening to report harassment.

COMPENSATION

Payment Terms

CMPAC will pay all independent contractors their total amount due upon completion of the project that they were contracted to complete for CMPAC.

Insurance and Benefits

CMPAC does not provide insurance or benefits to independent contractors.

Expectations

You are expected to complete your project to the best of your abilities, on time, and efficiently.

PURCHASING POLICY

Purpose

This policy outlines the procedures independent contractors must follow when purchasing supplies and/or materials for CM Performing Arts Center (CMPAC). The aim is to ensure all purchases are authorized, cost-effective, and tax-exempt, in line with the organization's financial management practices.

Scope

This policy applies to all independent contractors engaged by CMPAC who are required to purchase supplies or materials as part of their contractual obligations.

Procedures

- Purchase Authorization
 - Independent contractors must submit a Purchase Order Form (POF) for any supplies or materials they intend to purchase on behalf of CMPAC.
 - The POF must be submitted to and approved by either the Executive Artistic Director or the Chief Executive Officer (CEO) before any purchase is made.

- Purchase Order Form (POF) Submission
 - Contractors must complete the POF, detailing the items to be purchased, the estimated cost, and the purpose of the purchase.
 - The POF must be submitted via email or in person to the Executive Artistic Director or the CEO.
 - Contractors should allow at least 5 business days for the approval process.

- Approval Process
 - The Executive Artistic Director or CEO will review the POF to ensure the purchase is necessary and aligns with CMPAC's budget and operational needs.
 - Approval or denial of the POF will be communicated to the contractor within 5 business days of submission.
 - No purchases are to be made without receiving written approval.

- Tax-Exempt Status
 - CMPAC is a tax-exempt organization. Contractors must use CMPAC's Tax Exempt Form when making approved purchases to avoid paying sales tax.

- The Tax Exempt Form will be provided to the contractor upon approval of the POF.
- Contractors are responsible for ensuring that the tax exemption is applied at the point of purchase.

- Reimbursement
 - Contractors who fail to follow this policy may not be reimbursed for unauthorized purchases or any sales tax incurred.
 - For authorized purchases, contractors must submit original receipts and the approved POF to the Finance Department for reimbursement.
 - Reimbursement requests should be submitted within 10 business days of the purchase.

- Record Keeping
 - Contractors must maintain copies of all approved POFs and receipts for their records.
 - CMPAC will also keep records of all submitted and approved POFs and related receipts for financial auditing purposes.

Compliance

Failure to comply with this policy may result in non-reimbursement of expenses and could impact future contract opportunities with CMPAC.

Contact Information

For questions or further clarification regarding this policy, independent contractors should contact the Finance Department, the Executive Artistic Director, or the Chief Executive Officer directly.

By adhering to this policy, independent contractors help ensure CMPAC maintains financial integrity and complies with tax-exempt regulations. Thank you for your cooperation and attention to this important aspect of our operations.

HEALTH, SAFETY, AND SECURITY

Non-Smoking/Vaping

Smoking is not permitted in any Company buildings, facilities, work sites, or vehicles. Independent contractors wishing to smoke should do so during their break times, outside Company buildings in designated areas, and in accordance with local ordinances.

Drug and Alcohol

The Company is dedicated to providing a workplace that is free of drugs and alcohol. For the safety of our employees and customers, the Company reserves the right to test any independent contractor for the use of illegal drugs, marijuana, or alcohol under state, federal, or local laws. This may be done in cases where the independent contractor's job carries a risk of injury or accident due to such use, or if there is an apparent inability to perform the duties required of that position.

Any independent contractor found to use, sell, possess or distribute drugs that are illegal under state, federal or local laws, including marijuana, or any unauthorized drugs (including excessive quantities of prescription or over-the-counter drugs) while on the Company premises, performing Company-related duties, or while operating any Company equipment is subject to termination of contract. Any suspected illegal drugs confiscated will be turned over to the appropriate law enforcement agency.

Any independent contractor taking medication should consult a medical professional to determine whether the drug may affect their personal safety or ability to perform the essential functions of the job and should advise their supervisor or Chief Executive Officer of any job limitations. Upon notification of job limitations, the Company will make reasonable efforts to accommodate the limitation.

The moderate use of alcohol at Company approved meetings, with business meals, travel, and entertainment or in an appropriate social setting is not prohibited by this policy.

To the extent any federal, state or local law, rule, or regulation limits or prohibits the application of any provision of this policy, then to the minimum extent necessary and only for that geographical area, this policy is deemed to be amended in compliance.

Injury and Accident Response and Reporting

In the event that an independent contractor becomes injured or witnesses an injury during working hours, they must report it immediately to the nearest available company representative or Chief Executive Officer. Independent contractor's are to render any assistance requested by representative, or Chief Executive Officer. Questions asked by law enforcement or fire officials making an investigative report should be answered giving only factual information and avoiding speculation. Liability for personal injury or property damage should never be admitted in answering an investigatory question asked by law enforcement or fire officials.

When any accident, injury, or illness occurs while an independent contractor is on the job, regardless of the nature or severity, the independent contractor must obtain an injury reporting form and complete and return the form to Human Resources as soon as possible. Reporting should not be allowed to delay necessary medical attention. Once the accident is reported, follow-up will be handled by Human Resources or the designated Safety Officer. The independent contractor may not return to the job without the permission of Human Resources or the Safety Officer.

The Company has an independent interest in making its facilities a safe and healthy place to work. The Company recognizes that independent contractors may be in a position to notice dangerous conditions and practices and therefore encourages independent contractors to report such conditions, as well as all non-functioning or hazardous equipment, to a representative or the Chief Executive Officer immediately. Appropriate remedial measures will be taken when possible and appropriate.

Please see the Chief Executive Officer for an accident form or other reporting process

Equipment

You are responsible for any equipment you use and must leave it in the same condition in which you found it. Equipment must be used only for its intended purpose.

Property Damage

You are not permitted to damage or permanently alter any property belonging to CM Performing Arts Center.

By working with CM Performing Arts Center, you agree to abide by these guidelines and regulations. Failure to do so may result in termination of your contract.

APPENDIX

Confidentiality and Non-Disclosure Policy

Effective and approved by the Board of Directors, March 5, 2016

Members of the Board, Directors, officers, employees, office volunteers and contractors (“Recipients”) are expected to protect confidential information obtained at CMPAC. The protection of this information is essential to the security of the employees, patrons, and the work of CMPAC. All Recipients will be required to acknowledge their understanding of this policy by signing the attached ACKNOWLEDGEMENT.

Such confidential information includes, but is not limited to, the following examples:

- compensation data
- audience lists
- donor lists and amounts
- marketing information and strategies
- financial information
- programming information
- corporate plans and strategies
- pending projects and proposal

Recipients who improperly use or disclose CMPAC confidential information will be subject to disciplinary action, even if they do not actually benefit from the disclosed information. The Recipient’s obligation to protect the confidential information of CMPAC continues even after termination of employment.

ACKNOWLEDGMENT

I acknowledge that I have received and have read CMPAC’s Confidentiality and Non-Disclosure Policy. I agree that if there is any policy or provision in the policy I do not understand, I will seek clarification from the Chief Executive Officer.

Date: _____

Signature: _____

Print Name: _____

END OF DOCUMENT

Intellectual Property Policy

Effective and approved by the Board of Directors, March 5, 2016

A. Work for Hire - Employee

Unless otherwise agreed in writing, all work created by CMPAC employees within the scope of their employment at CMPAC for the use of the organization shall be defined as “work for hire” under the Copyright Act of 1976 and as such are the property of CMPAC, with CMPAC retaining all ownership, copyrights and/or future licensing rights. CMPAC shall have the irrevocable and perpetual rights to use work for hire with no additional compensation to employee. This includes but is not limited to logos, graphics, website design and content, curriculum created for educational programming, plays created or adapted for the CMPAC main stage or educational programs, montages or medleys whether video, audio or live created for CMPAC special events such as galas or benefit dinners, etc.

The location of all files and work product needs to be communicated to an employee’s supervisor prior to their last work day. No files or work product may be duplicated or removed without the express written consent of the Chief Executive Officer. Exceptions to this policy may be made in advance of the start of a project with the mutual written approval of CMPAC executive management and the employee(s) affected.

This includes, but is not limited to, electronic mail messages, voice mail messages, computer files, passwords, computer data, and information obtained from on-line services and the Internet. CMPAC reserves the right to access, monitor, intercept and/or disclose any of the foregoing information for any purpose at any time.

B. Work for Hire - Contractor

When an independent contractor is hired to create or to do work for CMPAC, the scope of the independent contractor’s work will be specified in a written agreement. Unless otherwise specified in the written agreement any works created as part of the contracted work will become the property of CMPAC, with CMPAC retaining all ownership, copyrights and/or future licensing rights. CMPAC shall have the irrevocable and perpetual rights to use the work for hire with no additional compensation to the independent contractor. This includes but is not limited to logos, graphics, website design and content, curriculum created for educational programming, plays created or adapted for the CMPAC main stage or educational programs, montages or medleys whether video, audio or live created for CMPAC special events such as galas or benefit dinners, etc.

Unless otherwise specified, as a condition of hiring, the independent contractor will be required to enter into the attached Agreement - Work for Hire/Assignment.

All files and work product need to be provided to the independent contractor’s CMPAC liaison prior to his/her last work day. No files or work product may be duplicated or removed without

the express written consent of the President/Vice-President. Exceptions to this policy may be made in advance of the start of a project with the mutual written approval of CMPAC executive management and the independent contractor(s) affected.

This includes, but is not limited to, electronic mail messages, voice mail messages, computer files, passwords, computer data, and information obtained from on-line services and the Internet. CMPAC reserves the right to access, monitor, intercept and/or disclose any of the foregoing information for any purpose at any time.

ACKNOWLEDGMENT

I acknowledge that I have received and have read CMPAC's Intellectual Property Policy. I agree that if there is any policy or provision in the policy I do not understand, I will seek clarification from the Chief Executive Officer.

Date: _____

Signature: _____

Print Name: _____

END OF DOCUMENT

Please sign this page and return to the Human Resources Department.

CM PERFORMING ARTS CENTER INDEPENDENT CONTRACTOR WELCOME BOOK ACKNOWLEDGEMENT

I acknowledge receipt of the Company's independent contractor welcome book. I agree to read the welcome book and to follow the guidelines and policies set forth in the welcome book and any amendments to the welcome book along with the other policies and procedures of the Company.

I understand that I am not being hired for any definite period of time. I further understand that I am an at-will independent contractor and my contract can be terminated at any time, with or without cause and with or without prior notice either by the Company or myself. No promises or representations have been made to me that I can be disciplined or discharged from my contract with the Company only under certain circumstances or after certain events.

I am aware that the contents of the independent contractor welcome book are presented as a matter of information and that except for the at-will provisions, the handbook can be amended at any time. I am hereby made aware that under the Defend Trade Secrets Act I may not be held criminally or civilly liable under federal or state trade secret laws if I disclose a trade secret to a government official or attorney solely for the purpose of reporting or investigating a violation of law, or in a complaint or document filed in a lawsuit, if that filing is made under seal.

I understand and agree that the welcome book is for informational purposes only and is not intended to create a contract, nor is it a contract of employment or continuing employment between myself and the Company. I also understand that neither the welcome book nor any policy of the Company is a guarantee or promise of employment or continuing employment. I am aware that Company policy requires independent contractors to be hired at-will and this policy cannot be changed by any oral modifications. My at-will independent contractor status with the Company has been fully explained and I have been given an opportunity to ask questions regarding Company policies and my at-will contract status.

Signature

Printed Name

Date

Please sign this page and return to the Human Resources Department.

I acknowledge that I have received and have read CMPAC's Confidentiality and Non-Disclosure Policy. I agree that if there is any policy or provision in the policy I do not understand, I will seek clarification from the Chief Executive Officer.

Print Name: _____ Signature: _____

Date: _____

I acknowledge that I have received and have read CMPAC's Intellectual Property Policy. I agree that if there is any policy or provision in the policy I do not understand, I will seek clarification from the Chief Executive Officer.

Print Name: _____ Signature: _____

Date: _____

Please sign this page and return to the Human Resources Department.

Emergency Contact Form

Independent Contractor Name: _____

Home Phone: _____ Mobile Phone: _____

Address: _____

Special Instructions

In the event of a medical emergency, are there any emergency procedures or restrictions on medications of which emergency personnel should be aware? If yes, please explain.

Emergency Contacts

Primary contacts in case of emergency:

Name: _____ Relationship: _____

Address: _____

Phone: _____ Alternate Phone: _____

Secondary contact in case of emergency:

Name: _____ Relationship: _____

Address: _____

Phone: _____ Alternate Phone: _____

Physician contact:

Doctor's Name: _____ Phone: _____

Address: _____

Independent Contractor Authorization

I have voluntarily provided the above contact information and authorize CM Performing Arts Center and its representatives to contact any of the above individuals on my behalf in the event of an emergency.

Independent Contractor Signature: _____ Date: _____

Please sign this page and return to the Human Resources Department.

Contact Information

Last Name _____ First Name _____

Address _____

City _____ State _____

Zip _____

Home Phone _____

Cell Phone _____

E-Mail _____

Phone Number To Use For Actors Points: _____

Please sign this page and return to the Human Resources Department.

Photograph/Video Release Form

I, _____, hereby authorize CMPAC and its subsidiaries, affiliates, directors, officers and employees to use my name and likeness and to use such Testimonial Information in various advertisements and other marketing tools, including all Social Media (Facebook, Twitter, Instagram, etc.), T.V., commercials, and other news formats, as CMPAC, in its own discretion shall determine to be used indefinitely. I agree and hold harmless CMPAC, its members, trustees, agents, officers, contractors, volunteers and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability that shall arise out of or by reason of, or be caused by such use of my photograph/video, likeness or voice. This authorization shall extend to any and all reissues of the advertisements and other marketing tools in which CMPAC, at its discretion, may choose to utilize in marketing of its various products, including, but not limited to publicity, promotion and advertising. I acknowledge that only CMPAC has the right to final inspection and approval of such materials before publication. It is further understood and I do agree that no monies or other consideration in any form, inducing reimbursement for any expenses incurred by me, will become due to me, my heirs, agents, or assigns at any time because of my participation in any of the above activities or the above-described use of my photograph/video, likeness or voice.

Signature: _____ Date: _____

Print Name: _____

If a minor, signature of parent or legal guardian: _____

Print Name _____ Date _____