



A Historic Venue in the Heart of Columbia Tusculum



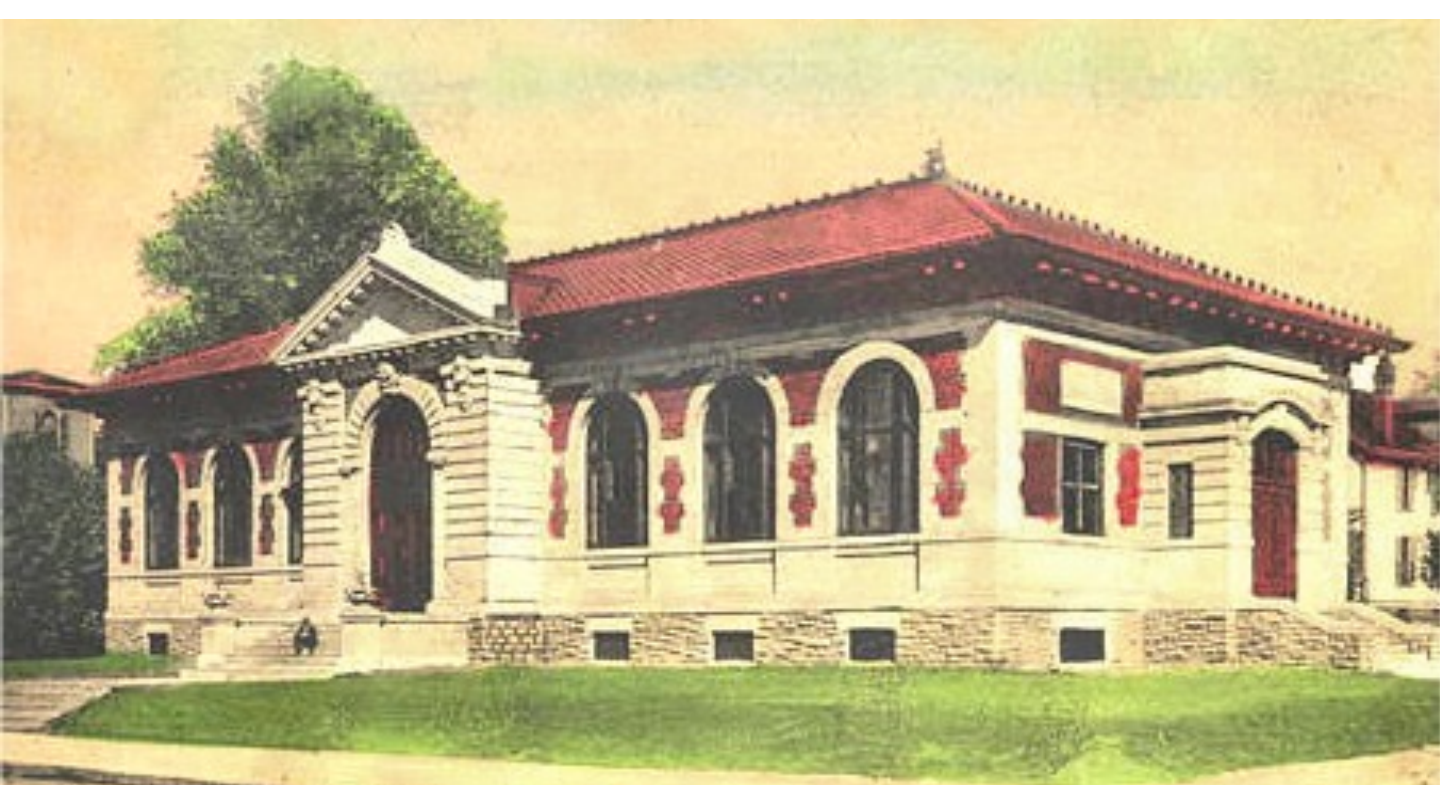
3738 Eastern Avenue – Cincinnati, Ohio – 45226

513-473-5745 – thecarnegiecenter.org
events@thecarnegiecenter.org

Our Mission

The Carnegie Center of Columbia Tusculum is a historic non-profit building run by a volunteer Board of Directors. The organization's mission is to ensure space for ongoing community engagement and preserve and maintain the historic nature of the building.

The facility is rented for special events as a fundraising mechanism to enable the mission of the non-profit.



Our History

A gift to the people of Cincinnati by Andrew Carnegie, The Carnegie Center was built in 1906 to the specifications of the noted architectural firm of Samuel Hannaford & Sons (also designed Music Hall and other noted landmarks) and served as a public library until 1959 when it was sold into private use.

The VFW and FOP both used the building as a lodge, and then the building sat empty for some time in disrepair. In 1993, a group of Columbia Tusculum residents set out to return the building to the community. Their efforts, supported by the City of Cincinnati, neighborhood organizations, as well as numerous foundations and individuals, have resulted in the opening of The Carnegie Center of Columbia Tusculum. The Center is a community oriented, non-profit facility offering meeting and event space for cultural enrichment, social interaction, and civic participation for the people of Columbia Tusculum and Greater Cincinnati.

An inspiring stage for any event, this stately Beaux-Arts building is dominated by large, arched windows, majestic 22 foot ceilings, brass chandeliers and concentric patterned wood floors. Two main rooms and a large entry hall, totaling 3400 square feet, are available for rental in multiple combinations.



Catered Events

Jeff Thomas Catering is the exclusive caterer of The Carnegie Center of Columbia Tusculum and serves as the event coordinator. All invoicing for food, service and linens must be arranged directly with Jeff Thomas Catering per their invoicing policies.

All appointments to see the facility should be arranged in advance with Jeff Thomas Catering, 859-291-0286.



Pricing

\$1,750 – Friday Rental
\$3,000 – Saturday & Holiday Rental
\$1,200 – Sunday Rental
\$825 Friday Rehearsal Dinner Rate only

Weekdays– \$75 per-hour/per-room, \$150 all-space. Minimum of 3 hours, or \$750 for unlimited time/space.

\$500 returnable security deposit required.

25% rental discount for events in off-season months of January-March.

All fees for food, service, and table/chair set-up will be arranged separately with JT Catering.



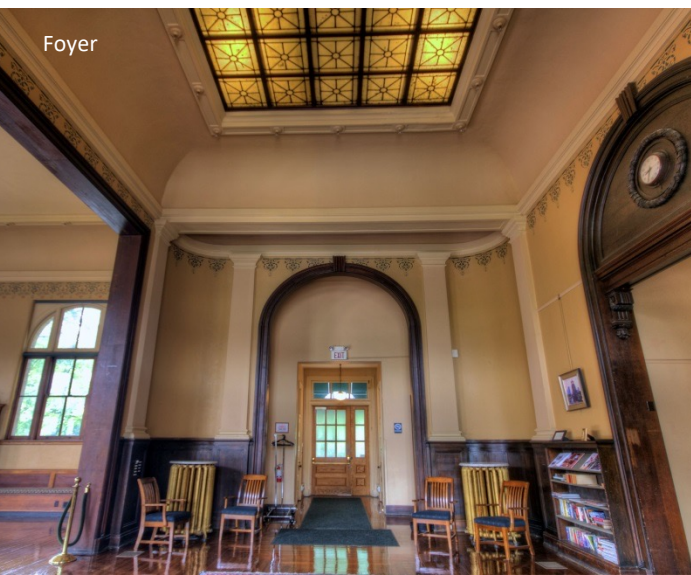
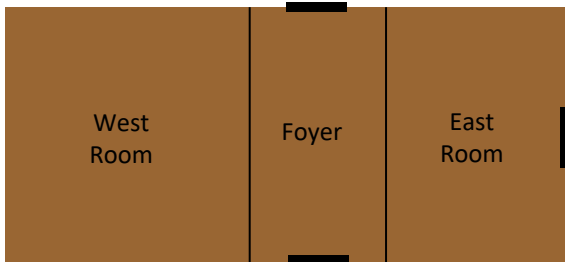


West Room

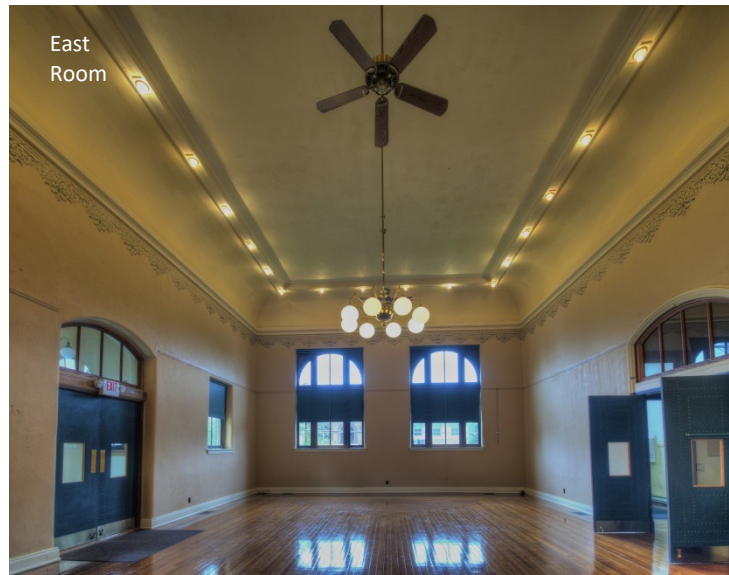
Capacity

The Carnegie Center of Columbia Tusculum can hold up to 200 guests for a seated event, 300 for a standing reception, and 160 seated only using the West Room.

Approximately 20% of our clients have a combination of wedding ceremony and reception in our building. Because the space is divided, it works well for these arrangements.



Foyer



East Room

Parking

Parking is available around The Carnegie Center building (13 spots), at the law office adjacent (17 spots), and free on the street. A map and/or written directions can be supplied. Any Renter wishing to hire a valet and/or security service may do so at his/her own expense. A valet quote can be provided via Jeff Thomas Catering. All calls for directions and other information regarding the Renter's function must be directed to the Renter, not The Carnegie Center.

Note: Any client interested in valet parking might want to contact the Irish Heritage Center on Eastern Avenue. They have a very large rear parking lot and is located 2 1/2 blocks east of TCCCT. A valet quote to this facility can be provided, but permission / arrangements for using the Irish Heritage Center must be solicited and received by the client.

Advanced Bookings

TCCCT will only book 18 months in advance without Board approval. Any price changes are affective immediately, but exclude any events already booked. Therefore, pricing at the time of booking will be honored.

Client Choices

The client may choose to use Jeff Thomas Catering for linens, tableware, centerpieces, alcohol, and other rental items. They may also choose to provide these for themselves at their own arrangement and expense. The client may also choose to rent/use outside tables/chairs, but we do not allow Samsonite chairs in the facility.

Alcohol

The client may bring their own alcohol, but they must pay for a Jeff Thomas bartender to distribute (due to liability). The client may also choose to use Jeff Thomas to provide and serve all alcohol for the event.

Contracts

JT Catering will receive all catering deposits and catering contracts. Rental contracts and deposits are mailed directly to TCCCT. TCCCT accepts checks or electronic payments (debit/credit cards or e-banking) via Paypal invoicing. It is imperative that the client receives a copy of TCCCT Policies and Procedures prior to signing a contract, as they are contractually obliged to follow said policies. If client does not receive a copy of the Policies and Procedures, they must contact either TCCCT or JT Catering to receive a copy.

Cancellation Policy

ALL DEPOSITS FOR ROOM RENTAL ARE NON-REFUNDABLE. Cancellation of a rental must be made in writing at least 3 months prior to function. If cancellation is made less than 3 months prior to function, Renter is responsible for cancellation charges up to 100% of agreed rental unless TCCCT is able to rent the space to another person or organization, in which case a \$50 handling fee will be assessed.

Rescheduling

After receiving a cancellation request the renter may reschedule their event **IN WRITING** for another available date of equal rental value or less within 12 months from the cancellation request. A surcharge of 25% of event rental fee will be charged for rescheduling the event. The re-scheduled date must be conveyed in writing to TCCCT within **30 days** of the request to cancel. If the re-scheduled date is not provided within 30 days, the CANCELLATION POLICY will be in effect. There are no "CREDITS" provided for cancelled events.





**Thank you for considering
the Carnegie Center of
Columbia Tusculum for your
special event!!**

**We look forward to working
with you!**

**For a free food and service quote,
please contact Jeff Thomas Catering at
859-291-0286**

THE CARNEGIE CENTER OF COLUMBIA TUSCULUM

3738 EASTERN AVENUE, CINCINNATI, OHIO 45226

(513) 473-5745 - EVENTS@THECARNEGIECENTER.ORG

WWW.THECARNEGIECENTER.ORG

-- RENTAL AGREEMENT--

(PLEASE PRINT)

Name/Contact: _____ Organization/Groom: _____

Address: _____ Address: _____

Phone: day _____ evening _____ Phone: _____

Email: _____ email: _____

Date(s) of function: _____ Type of function: _____

Space requested: _____ West Room () East Room () OR All Space ()

Ceremony Only _____ Reception Only _____ Ceremony+Reception _____ Other: _____

Approximate number of guests: _____ Time guests will arrive: _____

FACILITY COSTS

Friday/Sunday- \$1,750, \$1200 _____

Saturday- \$3,000 _____

Weekday/Weeknight unlimited- \$750 _____

Weekday/Weeknight hourly \$75/hr one room, \$150/hr all space _____

\$825 Rehearsal Dinner Rate _____

Rehearsal Rate- \$300, 3hr maximum _____

Winter Weekend Discount- 25% off January-March _____

TOTAL = \$ _____

Reservation is not confirmed until this contract and 50% deposit are received. **RENTAL DEPOSIT IS NON-REFUNDABLE.** A \$500 fee over and above the room rental is required as Security Deposit. The balance of your rental fee and the security deposit (two separate checks) must be received three (3) months prior to the event to maintain the reservation and avoid cancellation by The Carnegie Center. In case of cancellation of the event, please see The Carnegie Center Policies. ***Make check or money order payable to: The Carnegie Center of Columbia Tusculum.***

	Amount	Received	Check #	Date/Initials
50% Room Rental Deposit due w/contract	\$	\$		
Balance of rental due 3 months before	\$	\$		
\$500 Security Deposit (separate check)	\$	\$		
Security Deposit returned (office use only)	\$	XXXXXXX		

_____ Check here if paying electronically via Paypal.

PLEASE NOTE: THE CARNEGIE CENTER IS A NON-SMOKING FACILITY!

I acknowledge receipt of and have read the attached Policies by which The Carnegie Center of Columbia Tusculum is governed. I have the authority to enter into this Agreement, and assume financial responsibility for the use of The Carnegie Center of Columbia Tusculum. By signing this contract the applicant agrees that they have read, understand, agree and will comply with all provisions in the POLICY FOR PRIVATE USE. I will ensure that all vendors that I hire for my event are made aware of and abide by the Policies for Private use. *I understand that Jeff Thomas Catering is the exclusive caterer. As part of our preservation responsibilities, we provide for free and require use of a dance floor for special events involving dancing.*

Applicant Signature _____

Date _____

Title _____

Organization 501 (c)(3) # if applicable _____

Carnegie Center Contact _____

Staff on Duty _____

THE CARNEGIE CENTER OF COLUMBIA TUSCULUM

3738 EASTERN AVENUE, CINCINNATI, OHIO 45226 (513) 289-8671,
events@thecarnegiecenter.org - www.thecarnegiecenter.org

Business and Social Rates

	Friday	Saturday	Sunday	Mon.-Thurs.
Event Rate (all day access)	\$1750	\$3000	\$1200	\$750
Rehearsal Fee Add-on for Separate Date (3 Hour Max.)	\$300	\$300	\$300	\$300
Rehearsal Dinner Only (all day access)	\$825	X	X	X

Weekday Hourly Rate: Mondays-Thursdays

\$65/hr East Room

\$75/hr West Room

\$150/hr All Space

When using hourly rate, include in calculation set-up and teardown time. Three hour minimum.

Catering invoices are quoted and billed directly through Jeff Thomas Catering.

Rent includes:

- ✓ Use of exclusive caterer and services for set-up and clean-up
- ✓ 17-6' Rectangular Tables
- ✓ 8-4' Round Tables, 5-5' Round Tables
- ✓ 5 High Top Cocktail Tables
- ✓ 200 Folding Chairs
- ✓ Event Uplighting

Bar Service:

Client may provide their own alcohol, but are required to use a licensed bartender for serving.
Weekend Event Rates are discounted 20% for events held in January, February, or March.

The Carnegie Center is a NON-SMOKING Facility

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OF COLUMBIA TUSCULUM**
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POLICIES FOR PRIVATE USE

The following Policies have been set forth in an effort to serve the community, businesses, tenants, partner and nonprofit organizations who wish to use The Carnegie Center for public or private functions. They have been established for the efficient operation of the building, protection of The Carnegie Center property and board of Trustees, and conformance with safety regulations and codes.

1. PAYMENT

Reservation is not confirmed until the contract and the 50% deposit are received. **RENTAL DEPOSIT IS NON-REFUNDABLE 7 days after the receipt of the deposit.** A \$500 fee over and above the room rental is required as a Security Deposit. The balance of your rental fee and the security deposit (two separate checks) must be received three (3) months prior to the event to maintain the reservation and avoid cancellation by The Carnegie Center. In case of cancellation of the event, please see Item #9. Client is only guaranteed time in the building that has been paid for, and early set-up, deliveries, etc. prior to the contractual day cannot be guaranteed unless time has been purchased to do so and is available based only upon availability and at the discretion of The Carnegie Center of Columbia Tusculum and exclusive caterer.

2. CONDUCT

All persons using The Carnegie Center are requested to conduct their event to avoid disruption of other events/classes/uses and with consideration for the residential neighborhood. The Renter assumes full responsibility for the behavior of all persons on the premises during the period of the Rental Agreement including setup and cleanup times. Proper supervision must be provided for any event involving minors. No firearms or other weapons are allowed on the premises. The Carnegie Center reserves the right to refuse rental space to Renters with or without cause. All applicable fire and safety regulations, including the limits on the number of occupants, shall be observed by the Renter. All exit doors must be left free and unobstructed. The Carnegie Center is a non-smoking facility.

3. ROOM RENTAL & ASSIGNMENT

Only the specific areas designated by the Renter in the Rental Agreement will be available for use during the event unless notice and further compensation are made to The Carnegie Center prior to the event. If the Renter is using only one room or a limited area, the rooms not agreed upon may be rented to a second entity unless a prior arrangement has been made with The Carnegie Center. The Foyer and restrooms are common areas.

4. SECURITY DEPOSIT

If paying by check or cash a fee of \$500 over and above the deposit for room rental is required for all events to ensure good care of the facility, and is payable by separate check, along with the balance of the rental fee, three (3) months in advance of the event. This check is not cashed, and is returned to the Renter within seven (7) days following the event after a determination that no damage or overtime usage has been incurred. If paying by credit card, the credit card number will be held on file and damages or overtime usage will be charged to the credit card within 7 days of the event.

5. PROPERTY DAMAGE

The Renter is responsible for any loss, breakage or damage to equipment and or physical property during the use of The Carnegie Center, and will be billed for any such loss, breakage or damage not covered by the \$500 security deposit. The renter is responsible for ensuring vendors hired by the renter for their event are made aware of and abide by the policies outlined in this document and is responsible for any damage or lack of adherence to these policies. The renter agrees to indemnify and hold The Carnegie Center harmless from any claims for loss, injury and damage to any person or property while anywhere on the premises including counsel fees and expenses in connection therewith.

7. OVERTIME CLAUSE

The security deposit may also be applied to overtime usage. A Renter who remains in The Carnegie Center longer than the agreed-upon time may be billed for additional fees equal to the next one-hour incremental pricing for ~~theroom~~. Unless other arrangements are made, weekday rentals will last no longer than 10 P.M.; on weekends all music must stop by 11:00PM, and Renter must be out by 12:00 midnight. Cleanup must be completed within this time frame.

8. INSURANCE

The Carnegie Center reserves the right to request from Renter proof of a \$1,000,000 bodily injury and property damage insurance policy. The Carnegie Center assumes no responsibility for personal injury caused by the negligence of the Renter or any person attending the Renter's function at The Carnegie Center.

The Carnegie Center assumes no liability or responsibility for damage to or loss of personal property brought into the building or while on The Carnegie Center premises. All such personal property including motor vehicles shall at all times be at the owner's risk.

9. CANCELLATION POLICY

ALL DEPOSITS FOR ROOM RENTAL ARE NON-REFUNDABLE. Cancellation of function must be made in writing at least 6 months prior to function. If cancellation is made less than 6 months prior to function, Renter is responsible for cancellation charges up to 100% of agreed rental unless The Carnegie Center is able to rent the space to another person or organization, in which case a \$50 handling fee will be assessed.

10. NON-PROFIT ORGANIZATIONS

Non-Profit organizations are required to provide proof of non-profit status from the Internal Revenue Service, i.e. IRS 50 I(c)(3) letter. This letter must be supplied with the Rental Agreement.

11. PERSONNEL

Included as part of an Event Package a staff coordinator is available **prior to the day of the event** for a total of 3 hours for site consultation, viewing the facility and event coordination. Additional charges of \$40.00 per ½ hour will be incurred above the 3 hours allotted.

A Carnegie Center staff person will be on call during the Renter's use of the facility. The Carnegie Center reserves the right to require additional personnel or peace officers when deemed necessary, at the expense of the Renter.

12. FURNISHINGS & EQUIPMENT RENTAL

As part of our preservation responsibilities, we provide for free and require use of a dance floor for special events involving dancing. Arrangements to bring in additional furniture or equipment for any function must be made with The Carnegie Center in advance of the event. **All rentals must be removed immediately after the function unless other arrangements are approved prior to the function.** Previous day deliveries or next day pickup of items may be subject to additional personnel fees as per Item #9. *The Carnegie Center assumes no responsibility for items left on the premises.* No items or equipment belonging to The Carnegie Center may be removed from the building at any time. The Carnegie Center requires all rental tables to be set up and taken down by the rental company or the Renter **unless other arrangements are made.**

13. FOOD & BEVERAGES

Jeff Thomas Catering is the exclusive caterer of The Carnegie Center of Columbia Tusculum. The client must use Jeff Thomas Catering for their food and service.

Optional services Jeff Thomas offers includes bar-tending, linens, center pieces, etc. The only exclusions for use of the exclusive caterer are for events not serving food (meetings, dances, lectures, etc,) events that are pot-luck style (non-purchased food,) or if ALL of the food served has been donated, in which case written proof of food donation is required. A set-up fee for tables/chairs must be paid directly to Jeff Thomas Catering at their current rates.

If opting out of Jeff Thomas Catering, the welfare of the guests shall be the responsibility of the Renter. If the renter (applicant) is under the age of 21, a person 21 years of age or older shall be required to sign the rental contract as the responsible party for ALL alcoholic beverages brought onto the premises. **This includes responsibility for who consumes the alcohol and the conduct of such individuals.**

No alcoholic beverages may be sold on the premises without proof of the appropriate temporary liquor license provided to The Carnegie Center at least seven (7) days in advance of the event. A temporary license must be applied for from the State of Ohio Department of Liquor Control at least 60 days prior to the event. No alcoholic beverages may be sold to minors. The sale of liquor to the public may necessitate the hiring of additional personnel or peace officers at the expense of the Renter.

ONLY CAMPAIGN IS ALLOWED IN BRIDAL SUITE. No hard liquor or other alcoholic beverages allowed prior in the basement and prior to ceremony and service on the main floor.

14. DECORATIONS

No decorations or other items may be applied to doors, windows, floors or walls unless previously approved by The Carnegie Center. *Renter will be assessed for any damages caused by application or removal of decorations.* No confetti-type material, glitter, rice, birdseed, petals or bubbles may be used inside or outside The Carnegie Center property. **No tape shall be used at any time for decorating.** No signs may be hung or displayed on or around The Carnegie Center by the Renter without prior approval. Use of candles is limited to those protected inside glass containers such as votive candleholders or hurricane globes, and must be approved in advance by The Carnegie Center. Any damage to the facility due to decorations may result in loss of security deposit.

15. PARKING & DIRECTIONS

There is parking available around The Carnegie Center building (13 spots,) at the law office next door (17 spots) and free on the street. A map and/or written directions can be supplied. Any Renter wishing to hire a valet and/or security service may do so at his/her own expense. All calls for directions and other information regarding the Renter's function must be directed to the Renter, not The Carnegie Center.

16. TABLES AND CHAIRS

The client may use The Carnegie Center of Columbia Tusculum's table and chairs but must pay the required table and chair set-up fee to do so unless using the exclusive caterer's staff. Only the staff of The Carnegie Center of Columbia Tusculum and/or Jeff Thomas Catering and their associates may move and set-up The Carnegie Center of Columbia Tusculum's chairs and tables. If the client needs more table and chairs for their event that are available at The Carnegie Center of Columbia Tusculum, it is the responsibility of the client to find and bring additional table and chairs to meet their needs or make arrangements with Jeff Thomas Catering to do so. Client of The Carnegie Center of Columbia Tusculum are not required to use the tables and chairs at The Carnegie Center of Columbia Tusculum. There are no surcharges assigned to the client if they choose to rent or bring tables and chairs from an outside source. If the client uses tables and chairs from an outside source, the renter is fully responsible for any damage caused by their set-up and use. Likewise, arrangements for pick up must be made in advance to coincide with The Carnegie Center's schedule and availability. The Carnegie Center will not set up rental tables/chairs unless paid to do so. At the end of the event, rental items must be torn down by client or rental company unless TCCCT or Jeff Thomas staff has been prepaid to do so.

17. RESCHEDULING OF AN EVENT

The renter may reschedule their event **IN WRITING** for another available date of equal rental value or less at anytime leading up to the **CONTRACTED EVENT DATE**. **A surcharge equal to 25% of the total rent will be charged for rescheduling the event and is due at the time of rescheduling.** The re-scheduled date must be conveyed in writing to The Carnegie Center of Columbia Tusculum within **30 days** of the request to reschedule or the event will be considered cancelled and the CANCELLATION POLICY will be in effect.

18. MILITARY DEPLOYMENT

In the case of unanticipated military deployment of the bride or groom, the client may either choose to have a full refund of the rental amount or keep the rental deposit on account for rescheduling of an event within 2 years of the original booked date at the same rental rate of the original booking. Catering refund or deferment policy in the case of deployment will be determined by the caterer.

Anti-harassment Policy

and Complaint Procedure

Objective

- The Carnegie Center of Columbia Tusculum strives to create and maintain a work and social environment in which people are treated with dignity, decency and respect. The environment of the company should be characterized by mutual trust and the absence of intimidation, oppression and exploitation. The Carnegie Center of Columbia Tusculum will not tolerate unlawful discrimination or harassment of any kind. Through enforcement of this policy and by education of employees, contracted clients and programming partners, The Carnegie Center of Columbia Tusculum will seek to prevent, correct and discipline behavior that violates this policy.

- All employees, board members, clients, instructors and contractors regardless of their positions, are covered by and are expected to comply with this policy and to take appropriate measures to ensure that prohibited conduct does not occur. Appropriate disciplinary action will be taken against any employee who violates this policy including but not limited to nullification of contract and termination of employment/partnership. Based on the seriousness of the offense, disciplinary action may include verbal or written reprimand, suspension or cancelation of contract, or termination of employment.

- Managers and supervisors who knowingly allow or tolerate discrimination, harassment or retaliation, including the failure to immediately report such misconduct to human resources (HR), are in violation of this policy and subject to discipline.

Prohibited Conduct Under This Policy

- The Carnegie Center of Columbia Tusculum, in compliance with all applicable federal, state and local anti-discrimination and harassment laws and regulations, enforces this policy in accordance with the following definitions and guidelines:

Discrimination

- It is a violation of The Carnegie Center of Columbia Tusculum's policy to discriminate in the provision of employment opportunities, benefits or privileges; to create discriminatory work conditions; or to use discriminatory evaluative standards in employment if the basis of that discriminatory treatment is, in whole or in part, the person's race, color, national origin, age, religion, disability status, sex, sexual orientation, gender identity or expression, genetic information or marital status.

- Discrimination of this kind may also be strictly prohibited by a variety of federal, state and local laws, including Title VII of the Civil Rights Act of 1964, the Age Discrimination Act of 1967 and the Americans with Disabilities Act of 1990. This policy is intended to comply with the prohibitions stated in these anti-discrimination laws.

- Discrimination in violation of this policy will be subject to disciplinary measures up to and including termination.

Harassment

- The Carnegie Center of Columbia Tusculum prohibits harassment of any kind, including sexual harassment, and will take appropriate and immediate action in response to complaints or knowledge of violations of this policy. For purposes of this policy, harassment is any verbal or physical conduct designed to threaten, intimidate or coerce an employee, co-worker, contractor

- or any person working for or on behalf of The Carnegie Center of Columbia Tusculum.

- The following examples of harassment are intended to be guidelines and are not exclusive when determining whether there has been a violation of this policy:

- Verbal harassment includes comments that are offensive or unwelcome regarding a person's national origin, race, color, religion, age, sex, sexual orientation, pregnancy, appearance, disability, gender identity or expression, marital status or other protected status, including epithets, slurs and negative stereotyping.

- Nonverbal harassment includes distribution, display or discussion of any written or graphic material that ridicules, denigrates, insults, belittles or shows hostility, aversion or disrespect toward an individual or group because of national origin, race, color, religion, age, gender, sexual orientation, pregnancy, appearance, disability, sexual identity, marital status or other protected status.

Sexual harassment

- Sexual harassment is a form of unlawful employment discrimination under Title VII of the Civil Rights Act of 1964 and is prohibited under The Carnegie Center of Columbia Tusculum's anti-harassment policy. According to the Equal Employment Opportunity Commission (EEOC), sexual harassment is defined as "unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature ... when ... submission to or rejection of such conduct is used as the basis for employment decisions ... or such conduct has the purpose or

- effect of ... creating an intimidating, hostile or offensive working environment."

- Sexual harassment occurs when unsolicited and unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature:

- Is made explicitly or implicitly a term or condition of employment.

- Is used as a basis for an employment decision.

- Unreasonably interferes with an employee's work performance or creates an intimidating, hostile or otherwise offensive environment.

- Sexual harassment may take different forms. The following examples of sexual harassment are intended to be guidelines and are not exclusive when determining whether there has been a violation of this policy:

- Verbal sexual harassment includes innuendoes, suggestive comments, jokes of a sexual nature, sexual propositions, lewd remarks and threats; requests for any type of sexual favor (this includes unwelcome requests for dates); and verbal abuse or "kidding" that is oriented toward a prohibitive form of harassment, including that which is sexual in nature and unwelcome.

- Nonverbal sexual harassment includes the distribution, display or discussion of any written or graphic material, including calendars, posters and cartoons that are sexually suggestive or show hostility toward an individual or group because of sex or sexual orientation; suggestive or insulting sounds; leering; staring; whistling; obscene gestures; content in letters, notes, facsimiles, e-mails, photos, text messages, tweets and Internet postings; or other forms of communication that are sexual in nature and offensive.

- Physical sexual harassment includes unwelcome, unwanted physical contact, including touching, tickling, pinching, patting, brushing up against, hugging, cornering, kissing, fondling, and forced sexual intercourse or assault.

- Courteous, mutually respectful, pleasant, non-coercive interactions between employees that are appropriate in the workplace and acceptable to and welcomed by both parties are not considered to be harassment, including sexual harassment.

Retaliation

No hardship, loss, benefit or penalty may be imposed on an employee in response to:

- Filing or responding to a bona fide complaint of discrimination or harassment.
- Appearing as a witness in the investigation of a complaint.
- Serving as an investigator of a complaint.

Lodging a bona fide complaint will in no way be used against the employee or have an adverse impact on the individual's employment status. However, filing groundless or malicious complaints is an abuse of this policy and will be treated as a violation.

Any person who is found to have violated this aspect of the policy will be subject to discipline up to and including termination of employment.

Confidentiality

All complaints and investigations are treated confidentially to the extent possible, and information is disclosed strictly on a need-to-know basis. The identity of the complainant is usually revealed to the parties involved during the investigation, and the HR director

will take adequate steps to ensure that the complainant is protected from retaliation during and after the investigation. All information pertaining to a complaint or investigation under this policy will be maintained in secure files within the HR department.

Complaint procedure

The Carnegie Center of Columbia Tusculum has established the following procedure for lodging a complaint of harassment, discrimination or retaliation. The company will treat all aspects of the procedure confidentially to the extent reasonably possible.

- Complaints should be submitted as soon as possible after an incident has occurred, preferably in writing. The Board President may assist the complainant in completing a written statement or, in the event an employee refuses to provide information in writing, the Board President will dictate the verbal complaint.
- Upon receiving a complaint or being advised by a supervisor or manager that violation of this policy may be occurring, the Board President will notify remaining board members and review the complaint with legal counsel if necessary.
- The Board President will initiate an investigation to determine whether there is a reasonable basis for believing that the alleged violation of this policy occurred.
- If necessary, the complainant and the respondent will be separated during the course of the investigation, either through internal transfer or administrative leave.
- During the investigation, the Board President, together with legal counsel or other management employees, will interview the complainant, the respondent and any witnesses to determine whether the alleged conduct occurred.
- Upon conclusion of an investigation, the HR director or other person conducting the investigation will submit a written

report of his or her findings to the company. If it is determined that a violation of this policy has occurred, the HR director will recommend appropriate disciplinary action. The appropriate action will depend on the following factors:

- the severity, frequency and pervasiveness of the conduct;
 - prior complaints made by the complainant;
 - prior complaints made against the respondent; and
 - the quality of the evidence (e.g., firsthand knowledge, credible corroboration).
- If the investigation is inconclusive or if it is determined that there has been no violation of policy but potentially problematic conduct may have occurred, the HR director may recommend appropriate preventive action.
- Board members will review the investigative report and any statements submitted by the complainant or respondent, discuss results of the investigation with the Board President and other management staff as appropriate, and decide what action, if any, will be taken.
 - Once a final decision is made by board members, the Board President will meet with the complainant and the respondent separately and notify them of the findings of the investigation. If disciplinary action is to be taken, the respondent will be informed of the nature of the discipline and how it will be executed.

Alternative legal remedies

Nothing in this policy may prevent the complainant or the respondent from pursuing formal legal remedies or resolution through local, state or federal agencies or the courts.