MACH COALITION ANTI-HARASSMENT AND ANTI-DISCRIMINATION POLICY

Military Aviator Coalition for Health

16 JUL 26

Effective Upon Receipt Until Superseded

1. Purpose

This Anti-Harassment and Anti-Discrimination Policy ("Policy") establishes MACH's prohibition of harassment and discrimination in connection with its activities, the process by which a concern may be reported, and the process by which MACH responds to a report. This Policy is intended to ensure that everyone who serves or interacts with the Military Aviator Coalition for Health ("MACH" or "the Coalition") is treated with dignity and respect.

2. Policy Statement

MACH is committed to providing an environment free of harassment and discrimination for its Board members, officers, volunteers, and the veterans, aviators, and families it serves. MACH prohibits harassment and discrimination on the basis of a *Protected Characteristic*, as defined in Section 4 of this Policy, by any Board member, officer, volunteer, contractor, or other individual acting on MACH's behalf. MACH prohibits retaliation against any individual who, in good faith, reports a concern or cooperates with a review under this Policy.

3. Applicability

This Policy applies to all individuals serving MACH in a volunteer capacity, including but not limited to the Director, Board members, officers, committee members, and general volunteers, and to conduct occurring in connection with MACH's activities, including MACH meetings, events, and electronic communications conducted on MACH's behalf. MACH has no compensated positions. As of this date, every individual who performs duties on behalf of MACH does so as a volunteer or a Contractor. Because this Policy's protections extend to volunteers rather than paid employees, it is adopted as a matter of Board governance and organizational policy and operates independently of the employment-based provisions of the

Virginia Human Rights Act, Va. Code § 2.2-3900 et seq., which by its terms governs employer-employee relationships. MACH's Board of Directors recognizes that Section 4.15 of the MACH bylaws contemplates the possibility of compensated Board member or staff positions in the future. In the event MACH establishes any compensated staff position, this Policy is intended to apply to that position on an interim basis, alongside the protections the Virginia Human Rights Act would then provide, until such time as the Board formally revises this Policy to expressly incorporate the requirements applicable to compensated positions. This is a living document and as such is eligible for and subject to change when directed by the MACH Board.

4. Definitions

A. "*Protected Characteristic*" means race, color, religion, sex (including pregnancy, childbirth, lactation, or related medical conditions), national or ethnic origin, age, marital status, sexual orientation, gender identity, disability, or military status, consistent with the classes protected under the Virginia Human Rights Act, Va. Code § 2.2-3900 et seq.

B. "*Discrimination*" means treating an individual less favorably because of a Protected Characteristic in connection with their role, participation, or treatment within MACH.

C. "*Harassment*" means unwelcome conduct based on a Protected Characteristic that is severe or pervasive enough to create an intimidating, hostile, or offensive environment, or that is made a condition of an individual's role or participation within MACH. Harassment may be verbal, written, visual, or physical, and includes offensive jokes, slurs, epithets, intimidation, ridicule, or the display of offensive images or materials.

D. "*Sexual Harassment*" means unwelcome sexual advances, requests for sexual favors, or other verbal, written, visual, or physical conduct of a sexual nature where submission to the conduct is made an implicit or explicit condition of an individual's role or participation within MACH, submission to or rejection of the conduct is used as a basis for a decision affecting that individual, or the conduct has the purpose or effect of creating an intimidating, hostile, or offensive environment.

E. "*Retaliation*" has the meaning given to that term in Section 4(C) of the MACH Whistleblower Protection Policy, applied to a report made or cooperation provided under this Policy.

5. Prohibited Conduct

Discrimination, Harassment, and Sexual Harassment, as defined in Section 4 of this Policy, are prohibited in connection with MACH's activities, whether the conduct occurs in person, in writing, electronically, or through any other means. Prohibited conduct includes, but is not limited to: unwelcome comments, jokes, or slurs directed at a Protected Characteristic; unwanted physical contact or physical conduct of an intimidating nature; the display or circulation of offensive images or materials; and exclusion of an individual from MACH activities because of a Protected Characteristic. This Policy does not prohibit legitimate, good-faith decisions regarding a volunteer's role or participation that are unrelated to a Protected Characteristic.

6. Reporting Procedure

A. An individual who experiences or witnesses conduct that may violate this Policy *shall report it, in writing and identified by name, to the Director*.

B. If the conduct involves, or the reporting individual reasonably believes involves the Director, the report shall instead be submitted to the Treasurer, or the individual then acting in that capacity, consistent with the reporting structure of the MACH Whistleblower Protection Policy.

C. An individual who is the subject of a report under this Section *shall recuse from*, and shall not vote on, any Board deliberation or decision concerning that report, consistent with Section 5(C) of the MACH Whistleblower Protection Policy.

D. MACH does not require a report under this Policy to be submitted anonymously, but will make reasonable efforts to protect the identity of the reporting individual consistent with Section 10 of this Policy.

7. Review and Resolution

A. Upon receipt of a report, the Director, or the Treasurer where Section 6(B) applies, shall, within five (5) business days, notify the full MACH Board that a report has been received. This notification shall be limited to the general nature of the report and shall not include information reasonably likely to reveal the reporting individual's identity.

B. The Board shall determine how the matter will be reviewed, which may include review by the Board as a whole, a designated committee, or outside counsel or advisors as the Board deems appropriate.

C. The Board shall seek to complete its review and communicate a resolution to the reporting individual within a reasonable time, considering the nature and complexity of the report.

D. Where a review under this Policy substantiates a violation, *the individual responsible is subject to removal* from their volunteer or compensated position with MACH and ineligibility to hold any other or future MACH position, whether volunteer or compensated, for a period of time determined by the Board members who are not otherwise embroiled in the complaint. Any removal or ineligibility determination under this Policy shall be stayed pending the outcome of an appeal under Section 8(C) of the MACH Whistleblower Protection Policy's review process, applied here by reference, or until the window to request such an appeal has lapsed without a request being made.

8. Indemnification and Insurance

A. Indemnification under Article 8 of the MACH bylaws does not extend to, and MACH shall not indemnify, an individual found under Section 7 of this Policy to have violated this Policy, for any expense, judgment, fine, settlement, or other amount arising from that violation.

B. MACH's insurance maintained under Section 8.2 of the MACH bylaws is intended to protect a Board member, officer, or staff member who is accused of conduct prohibited by this Policy but who is not found responsible for that conduct as alleged.

C. *Indemnification* under Article 8 of the MACH bylaws applies to a Board member, officer, or other individual who investigates or otherwise participates in a review of an allegation under this Policy, consistent with their performance of duties in support of MACH's business.

9. Non-Retaliation

MACH strictly prohibits Retaliation against an individual who, in good faith, reports conduct under this Policy or who cooperates in good faith with a review conducted under this Policy. An individual who believes they have been subjected to Retaliation should report the matter using

the procedure set forth in Section 6. An individual found to have engaged in Retaliation is subject to the same consequences described in Section 7(D).

This Section does not protect an individual who knowingly makes a false report. A report determined to be knowingly false or fabricated shall result in an immediate stay of any further review of the underlying allegation; the report and all related records shall nonetheless be retained in MACH's files in accordance with the MACH Records Retention Policy. A report that is investigated in good faith *but ultimately found to be baseless or unsubstantiated* is not a false report for purposes of this Section and shall be treated as any other bona fide report under this Policy, with the reporting individual retaining the full protections of this Section.

10. Confidentiality

MACH will make reasonable, good-faith efforts to protect the identity of a reporting individual and the details of a report, disclosing such information only to individuals with a legitimate need to know in order to review and address the report, or as otherwise required by law, consistent with Section 6 of the MACH Whistleblower Protection Policy and the MACH Data Privacy and Breach Response Policy.

11. Recordkeeping

Records of a report and its resolution under this Policy shall be maintained by MACH in writing and retained consistent with the MACH Records Retention Policy. Such records shall not be destroyed while a Legal Hold applies to them under the MACH Records Retention Policy.

12. Responsible Parties

A. The Director is responsible for overall administration of this Policy and for leading MACH's response to a report, except where Section 6(B) of this Policy applies.

B. The Board is responsible for reviewing reports referred to it under Section 7 and for determining an appropriate resolution.

C. Each Board member, officer, and volunteer is responsible for treating others with dignity and respect and for promptly reporting conduct that may violate this Policy.

13. Relationship to Other MACH Policies

This Policy works together with, and does not replace, the MACH Whistleblower Protection Policy, the MACH Records Retention Policy, the MACH Data Privacy and Breach Response Policy, and the MACH Board Composition and Governance Policy. Where this Policy and another MACH policy address the same subject matter, the more protective provision shall control.

14. Administration and Review

This Policy is administered by the MACH Board of Directors and may be amended by the Board as future circumstances warrant. This Policy will be reviewed annually and will remain in effect until superseded or modified by any other MACH document. This Policy will be publicly visible on the MACH website, www.milaviator.org. Where this Policy is amended, the provisions in effect at the time of a given report or matter shall govern that report or matter. An amended version of this Policy shall apply only to a report or matter arising after that amended version is in full force and effect, as measured from the date of Board enactment stated at the end of this Policy.

15. Acknowledgment

Each individual serving as a MACH Board member or officer shall read this Policy and sign Attachment A, Attestation of Review. The Director shall receive and file all attestations executed under this Section. If such an individual reports that he/she has not reviewed this Policy, that individual will be suspended pending a documented review of this Policy, after which that individual may be reinstated by the Board to resume such duties.

Enacted by the MACH Board on: _____

Attachment A: Attestation of Review

MACH Coalition Anti-Harassment and Anti-Discrimination Policy

I, the undersigned, attest that I have received, read, and reviewed the MACH Coalition Anti-Harassment and Anti-Discrimination Policy, and that I understand and agree to comply with the responsibilities it assigns to my role with MACH.

Printed Name: _____

MACH Role: _____

Signature: _____

Date: _____