

COLBURN



SCHOOL

THE COLBURN SCHOOL

FACULTY HANDBOOK



***All of the policies contained in our Employee Handbook database and set forth in the English language are reviewed semiannually for compliance with applicable state and federal statutes and regulations as of the date of review, by the law firm of Fisher & Philips, LLP. Paychex understands that clients occasionally may decide to further customize their Employee Handbook, or to ask Paychex to translate some or all of the policies into Spanish. However, please be aware that if you elect to substantively alter the policies that are offered, include your own original policies in your Employee Handbook, or ask that Paychex translate policies into Spanish (collectively the "Changed Policies"), the "Changed Policies" will not be reviewed for compliance with applicable law. This also extends to any additional outside-the-database policies that you may elect to include in future updates of your Employee Handbook. Moreover, Paychex is unable to support these "Changed Policies" outside of our database with our ongoing semiannual compliance reviews or resulting policy updates.***

***\*This disclaimer will be removed when printing or finalizing the employee handbook.***

Approval Copy 11/1/16

## **Welcome to the Colburn School!**

I would like to take a moment and welcome you to the Colburn School, a world class performing arts school where a renowned faculty provides instruction in music, dance and drama to dedicated students of all ages. By joining Colburn you have become a part of a rich and inspirational learning environment where performing artists can work to achieve their highest goals.

Throughout the year we have more than 300 public performances, many of which are free of charge, and open to anyone who wishes to attend. I encourage you to attend some of these performances so you may witness, first hand, the amazing things that are happening here.

As you proceed through the orientation process, please remember our goal is to prepare you to be a valued and productive member of our team. If you have any questions or concerns, please do not hesitate to speak to your dean, department head/director, or with a representative of our Human Resources Department.

I wish you every success in your new position and hope your experience here at the Colburn School is a positive one. Thank you for joining us and I look forward to working with you.

With best regards,

Sel Kardan  
President & Chief Executive Officer

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## A Word About This Handbook

This Faculty Handbook contains information about the employment policies and practices of the School applicable to faculty members. All employees who are paid on a monthly basis, and are designated as faculty are governed by the Faculty Handbook. We expect each faculty member to read this Faculty Member Handbook carefully, as it is a valuable reference for understanding your job and the School. The policies outlined in this Faculty Handbook should be regarded as management guidelines only, which in a developing business will require changes from time to time. The School retains the right to make decisions involving employment as needed in order to conduct its work in a manner that is beneficial to the faculty and the School. This Faculty Handbook supersedes and replaces any and all prior Faculty Member Handbooks and any inconsistent verbal or written policy statements.

The School complies with federal and state law and this handbook generally reflects those laws. The School also complies with any applicable local laws, even though there may not be an express written policy contained in the handbook.

The School reserves the right to revise, delete and add to the provisions of this Faculty Handbook at any time without further notice and will notify you when such changes occur. No oral statements or representations can change the provisions of this Faculty Handbook.

The provisions of this Faculty Handbook are not intended to create contractual obligations with respect to any matters it covers. Nor is this Faculty Handbook intended to create a contract guaranteeing that you will be employed for any specific time period. Any agreement to employment for a specified period of time will be put into writing and signed by the President of the School or the Provost.

Nothing in this Faculty Handbook is intended to unlawfully restrict a staff member's right to engage in any of the rights guaranteed them by Section 7 of the National Labor Relations Act, including but not limited to, the right to engage in concerted protected activity for the purposes of their mutual aid and/or protection. Nothing in this Faculty Handbook will be interpreted, applied or enforced to interfere with, restrain or coerce staff members in the exercise of Section 7 rights.

This Faculty Handbook refers to current benefit plans maintained by the School. Refer to the actual plan documents and summary plan descriptions if you have specific questions regarding the benefit plan. Those documents are controlling.

Likewise, if a written contract is inconsistent with the Faculty Handbook, the written contract is controlling.

## **Building for the Future**

As a world class performing arts school, we are dedicated to equipping students with the skills, support and opportunity needed to achieve their highest artistic goals. You play an important part in helping us realize this goal. At all times, you represent the School, and it is up to each one of you to take this responsibility seriously. Our School depends on our joint efforts. A great many people outside the School who invest their time, money and faith in us are part of that equation. In order to retain the support of all constituencies we serve, including students, family members, audiences, and supporters; we want to ensure that our good service continues by always providing the best possible value and quality.

## Institutional History and Mission

The Colburn School provides the highest quality performing arts education at all levels of development in an optimal learning environment.

The Colburn School was founded in 1950 as the preparatory division of the University of Southern California's School of Music. Through the generous support of its benefactor, Richard D. Colburn, the school became an independent nonprofit institution in 1980. In 1986, the school changed its name to honor that relationship, and in 1998 moved from a converted warehouse structure on the USC campus to its current state-of-the-art home in downtown Los Angeles. In 2007, a campus expansion was completed to house the school's four main divisions and additional facilities benefiting the entire school.

Sel Kardan joined the Colburn School as President and CEO in 2009. Dr. Adrian Daly was appointed as Provost in 2015.

The Community School of Performing Arts is one of the nation's leading community arts schools, providing instruction to nearly 2,000 students. The Community School offers 120 different after school and weekend classes each semester in disciplines including Suzuki strings, all orchestral instruments, piano, guitar, voice and choral, small ensemble and orchestra, jazz, music theory, and early childhood education.

The Music Academy is a pre-college program designed to prepare extraordinary young artists for careers as well-rounded professional musicians. Established in 2010, the Music Academy provides conservatory-level musical training, including private instruction, master classes, and numerous performance opportunities, each carefully designed to nurture students to grow to their full potential.

The Dance Academy, a program of the Trudl Zipper Dance Institute, is a pre-professional program for both male and female ballet dancers ages 14–19, under the direction of former New York City Ballet principal dancers Jenifer Ringer and James Fayette with Artistic Advisor Benjamin Millepied. A select group of 12 dancers receive personalized instruction and mentorship, and train to become professional dancers and artistic leaders. Dance, a program of the Trudl Zipper Dance Institute, offers instruction in tap, ballet, jazz, modern, and musical theater.

Established in 2003, the Conservatory of Music is a nationally accredited, degree-granting post-secondary institution serving college-aged musicians from around the world. Approximately 120 students pursue degree, diploma, and certificate programs and careers in music with full tuition, room, and board provided. Many Conservatory students have gone on to win orchestral positions and are working in the field. In 2016, Lee Cioppa joined the Conservatory as its first full-time Dean.

The Colburn School's community engagement programs provide sequential arts learning programs for low-income students who would not otherwise have access to high quality performing arts education. The Colburn School gives more than \$1 million back to the community through a combination of financial need scholarships and community programs. Engagement initiatives such as Musical Encounter, Summer Encounter, Jumpstart, and the Herbert Zipper Scholars program aim to provide low-income students with musical experiences, from free concerts to full scholarships for musical instruction at the Colburn School. In addition, programs such as the Community Fellowship Program and Zipper Conservatory Outreach Concerts give Conservatory students the opportunity hone their teaching skills and give educational concerts for underserved communities. The Colburn

School also presents over 200 concerts per year, many of which are free and open to the public.

## **Equal Employment Opportunity**

Our School is committed to equal employment opportunity. We will not discriminate against staff members or applicants for employment on any legally-recognized basis ["protected class"] including, but not limited to: race; color; religion; genetic information; national origin; sex; pregnancy, childbirth, or related medical conditions; age; disability; citizenship status; uniform service member status; or any other protected class under federal, state, or local law.

In California, the following also are a protected class: race; religious creed; color; national origin; ancestry; physical disability; mental disability; medical condition, including genetic characteristics; genetic information; marital status; status with regard to public assistance; sex; pregnancy, childbirth or related medical conditions; perceived pregnancy; actual or perceived gender; gender identity or expression; sexual orientation; civil air patrol membership; service in the military forces of the State of California or of the United States; military and veteran status; lawful conduct occurring during nonworking hours away from School premises; and age [40 or over]. Included in the definition of each protected category is the perception of membership in a protected category and an individual's association with an actual or perceived member of a protected category.

Employees requesting accommodations will not be retaliated or discriminated against. If you feel you have been retaliated or discriminated against based on your request for accommodation, please immediately inform

your department manager or the head of Human Resources.

You may discuss equal employment opportunity related questions with Human Resources or any other designated member of management.

## **Pregnancy Accommodation**

The School will provide reasonable accommodations to female faculty related to pregnancy, childbirth, or related medical conditions, to the extent the accommodation can be made without imposing an undue hardship on the business.

When a faculty member requests a reasonable accommodation, the School will explore with the faculty member the possible means of providing the reasonable accommodation, which may include, but are not limited to:

- allowing more frequent breaks or periodic rest;
- assisting with manual labor;
- modifying job duties;
- modifying work hours/schedules;
- temporary transfer to a less strenuous or less hazardous position; or
- providing a leave of absence.

The School may require the faculty member to provide a certification in connection with a request for reasonable accommodation that includes the following:

- the date the reasonable accommodation became medically advisable;
- the probable duration of the reasonable accommodation; and



- an explanatory statement as to the medical advisability of the reasonable accommodation.

If leave is provided as a reasonable accommodation, such leave may run concurrently with the federal Family and Medical Leave Act and/or any other leave where permitted by state and federal law.

For more information, or if you require an accommodation, please contact Human Resources.

## **Americans with Disabilities Act**

Our School is committed to providing equal employment opportunities to qualified individuals with disabilities. This may include providing reasonable accommodation where appropriate in order for an otherwise qualified individual to perform the essential functions of the job. It is your responsibility to notify Human Resources of the need for accommodation. Upon doing so, Human Resources may ask you for your input or the type of accommodation you believe may be necessary or the functional limitations caused by your disability. Also, when appropriate, we may need your permission to obtain additional information from your physician or other medical or rehabilitation professionals. The School will not seek genetic information in connection with requests for accommodation. All medical information received by the School in connection with a request for accommodation will be treated as confidential.

## **A Word About our Faculty Relations Philosophy**

We are committed to providing the best possible climate for maximum development and goal achievement for all faculty members. Our practice is to treat each member of the faculty as an individual. We seek to develop a spirit of teamwork; individuals working together to attain a common goal.

In order to maintain an atmosphere where these goals can be accomplished, we provide a comfortable and progressive workplace. Most importantly, we have a workplace where communication is open and problems can be discussed and resolved in a mutually respectful atmosphere. We take into account individual circumstances and the individual staff member.

We firmly believe that with direct communication, we can continue to resolve any difficulties that may arise and develop a mutually beneficial relationship.

## **No Harassment**

The Colburn School is committed to providing a workplace free of unlawful harassment, discrimination and retaliation. This includes sexual harassment (which includes harassment based on sex, gender, gender identity, gender expression, pregnancy, childbirth, or related conditions, and breast feeding) as well as harassment and discrimination based upon age, race, national origin, ancestry, color, family care leave status, marital status, domestic partnership status, medical condition, mental disability, physical disability (including persons infected with the HIV virus or persons with AIDS), genetic information, religion, religious creed, sexual

orientation, immigration status, military status, veteran status, sex, gender, gender identity, gender expression or any other protected classification under applicable law.

The Colburn School does not tolerate harassment of employees, applicants, unpaid interns, volunteers and persons providing services pursuant to a contract with the School, including independent contractors (collectively “employees” or “employee” for purposes of this policy only) by managers, supervisors, coworkers and nonemployees. Similarly, the School will not tolerate harassment by Colburn employees of individuals outside the School with whom the School’s employees have a business, service, or professional relationship. In addition, Colburn does not tolerate discrimination against employees, applicants or unpaid interns. The Colburn School also does not tolerate retaliation against any employee who reports harassing, discriminatory or retaliatory conduct in good faith, participates in any workplace investigation, or engages in any other protected activity, including, but not limited to, requesting a reasonable accommodation or requesting a family or medical leave.

### **Harassment and Discrimination Defined**

Harassment is unwelcome verbal, visual, or physical conduct that creates an intimidating, offensive, or hostile working environment or that interferes with work performance. Such conduct constitutes harassment when:

Submission to the conduct is made either an explicit or implicit condition of employment; or

Submission to or rejection of the conduct is used as the basis for an employment decision; or

The harassment unreasonably interferes with an employee's work performance or creates an intimidating, hostile, or offensive work environment.

Harassing conduct can take many forms and includes, but is not limited to, slurs, jokes, statements, gestures, pictures, cartoons, physical touching, impeding or blocking another's movement or otherwise physically interfering with normal work, violating someone's "personal space," foul or obscene language, leering, stalking, staring, unwanted or offensive letters or poems, and offensive email or voicemail messages.

Sexual harassment includes verbal, physical, and visual harassment, such as those described above, as well as unwanted sexual advances, requests for sexual favors, and conversation containing sexual comments. Sexually harassing conduct may be either quid pro quo or hostile work environment sexual harassment. Quid pro quo sexual harassment occurs when there is explicit or implicit conditioning of a job, promotion or other term of employment on an employee, applicant, unpaid intern or volunteer's submission to sexual advances or other conduct based on sex. Hostile work environment harassment occurs when unwelcome comments or conduct based on sex unreasonably interferes with an employee, applicant, unpaid intern or volunteer's work performance or creates an intimidating, hostile, or offensive work environment. Sexually harassing conduct can be by a person of either the same or opposite sex, and it need not be motivated by sexual desire to be a violation of this policy.

Discrimination includes adverse treatment or actions against an employee based on an employee's protected classification in regards to any area of employment including, but not limited to, recruitment, hiring, training, promotion, compensation, benefits, transfer, and disciplinary action, as proscribed by applicable law including, but not limited to, California Government Code section 12940, *et seq.*

## Reporting and Investigating Harassment and Discrimination

The Colburn School encourages employees to promptly report any incidents of unlawful harassment, discrimination and retaliation so that corrective action may be taken. Any incident of harassment, discrimination or retaliation involving an employee, applicant, unpaid intern, volunteer, independent contractor, or any other nonemployee, should be promptly reported to the employee's direct supervisor, the Vice President of Human Resources at (213) 621-1071 or [lcormier@colburnschool.edu](mailto:lcormier@colburnschool.edu) who is responsible for investigating harassment, discrimination and retaliation complaints, to any other manager within Colburn whom the employee feels comfortable approaching or to the confidential Hotline (877) 749-2895. An employee is not required to complain first to his or her supervisors. Members of management, including all managers, supervisors and executives, who learn of or who observe harassing, discriminatory or retaliatory conduct must promptly inform the Vice President of Human Resources or other appropriate Colburn official so that an investigation may be initiated and the matter may be resolved internally.

Every complaint of harassment, discrimination and retaliation will be investigated thoroughly and promptly, and the School will attempt to keep the investigation confidential to the extent possible. When the School receives a complaint of harassment, discrimination or retaliation, it will conduct a fair, timely and thorough investigation that provides all parties with appropriate due process. Typically, the investigation will include the following steps: an interview of the employee who lodged the harassment or discrimination complaint to obtain complete details regarding the alleged harassment, discrimination or retaliation; interviews of anyone who is alleged to have committed the acts of harassment, discrimination or retaliation to respond to the claims; and

interviews of employees who may have witnessed, or who may have knowledge of, the alleged harassment, discrimination or retaliation.

The Vice President of Human Resources, or other impartial and qualified School official responsible for the investigation, will document the complaint and investigation and make reasonable conclusions based on the evidence. Upon timely closure of the investigation, the employee who lodged the harassment, discrimination or retaliation complaint, and any other necessary individuals such as the alleged victim and/or the alleged perpetrator, will be informed of the results of the investigation. If the employee does not receive a response from the Vice President of Human Resources, or other impartial and qualified School official responsible for the investigation, the employee may contact the School's President and Chief Executive Officer, Sel Kardan at (213) 621-1000 or skardan@colburnschool.edu.

### **Corrective Action**

If the School determines that harassment, discrimination or retaliation has occurred, it will take prompt, appropriate remedial measures, upon offending employees up to and including termination, which may include, but are not limited to training, referral to counseling, or disciplinary action ranging from a verbal or written warning to termination of employment, depending on the circumstances. If the harassing conduct is the act of a nonemployee, the School will take appropriate corrective action in an effort to ensure that such conduct is not repeated.

### **Alternative Reporting Procedure**

In addition to notifying the School about harassment, discrimination and retaliation complaints, complaints of harassment, discrimination and retaliation may also be

directed to the California Department of Fair Employment and Housing ("DFEH") or the U.S. Equal Employment Opportunity Commission ("EEOC"), which have the authority to conduct investigations of the facts. The deadline for filing complaints with the DFEH is one year from the date of the alleged unlawful conduct. If the DFEH believes that a complaint is valid, the DFEH may file a lawsuit in court. The courts have the authority to award monetary and nonmonetary relief in meritorious cases. You can contact the nearest DFEH office or the FEHC at the locations listed on our DFEH poster or by checking the state government listings on their websites or in your local telephone directory. You may also contact the EEOC, including its local officers, by checking federal government listings on its website or in your local telephone directory.

## **Categories of Employment**

### **Categories of Employment and faculty loads**

#### **Conservatory:**

Conservatory faculty load for full-time: All full-time conservatory faculty are required as part of the full-time load to be involved in committee work, advising, and other duties as needed

Applied and applied faculty:

Contact hours – six to nine contact hours per semester for a total of no fewer than 15 and no more than 19 per academic year.

- For academic faculty, this typically takes the form of two to three three-credit courses per semester.
- For applied faculty, this typically takes the form of no fewer than 15 and no more than 20 twenty individual lessons, coaching hours, or rehearsals per semester.

**CSPA, Music Academy, Dance Academy:**

In the CSPA, Music Academy, and TZDI/Community Dance and Dance Academy, a full-time load is a simple formula of 12 semester contact hours (24 per academic year) for



academic classes or 18 semester contact hours (36 per academic year) for applied or lab classes:

It possible for a full time faculty member to have fewer contact hours in one semester, and more in the other, totally either 24 or 36 for the year. Simple accumulation of teaching load to the full-time minimum is not sufficient to qualify for full-time status. It should be noted that due to the small size of the programs, there are rarely full-time positions in either the Music Academy or the Dance Academy.

Amount of Time Per Unit	Type of Instruction	Number of Teaching Hours for Full-Time*
1 Hour	Academic Class	12 Contract Hours *
1.5 Hours	Individual or lab. classes	18 Contract Hours

Faculty members who teach a full-time load are eligible for the School's benefits package. If you have achieved full-time status and would like to receive benefits, see the Human Resources Department for more detailed information and to apply for benefits.

CSPA faculty members with administrative duties are paid for such responsibilities by administrative stipend. Pay for teaching is based on registered contact hours.

FULL TIME FACULTY load is defined below under  
Categories of Employment and Faculty Load

## **PART-TIME FACULTY**

### **Driver's License/Driving Record**

Faculty in positions where the operation of a motor vehicle is an essential duty of the position must present and maintain a valid driver's license and a driving record acceptable to our insurer. Changes in your driving record must be reported to your manager immediately.

### **Immigration Reform and Control Act**

In compliance with the federal Immigration Reform and Control Act of 1986 (IRCA), as amended, and any state law requirements, if applicable, our School is committed to employing only individuals who are authorized to work in the United States.

Each new faculty member, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility.

If a faculty member is authorized to work in this country for a limited time period, the individual will be required to submit proof of renewed employment eligibility prior to expiration of that period to remain employed by the School.

## **New Faculty Orientation**

Upon receiving this Faculty Handbook please sign the receipt page and return it to Human Resources.

If, after reading this handbook you have any questions, or, if you lose your Faculty Handbook or it becomes damaged in any way, please notify Human Resources. Human Resources will answer any questions you may have concerning the policies contained in this handbook, or provide you with a replacement copy in the event it is lost or damaged.

As part of your new hire orientation you will be asked to complete personnel, payroll and benefit forms. Your manager is responsible for the operations of your department. (S)he is a good source of information about the School and your job.

## **Human Resources Department**

The Human Resources department acts as an information center for both faculty members and management. This department plays an important part in formulating and interpreting School policy and offers help with a variety of problems and matters that concern faculty members and management. Human Resources staff members are available to discuss subjects such as employment/recruitment, benefits, faculty member records, safety and disciplinary problems.

The Human Resources department is open 9:00 a.m. to 5:00 p.m., Monday through Friday. Appointments may be arranged for other times.

You are encouraged to contribute suggestions or questions so the staff may be more responsive to your needs.

## **Suggestions and Ideas**

We are always interested in your constructive ideas and suggestions for improving our operations. Your suggestions should be submitted to your supervisor.

After we investigate your suggestion, you will be notified whether it is feasible to be put into practice.

## **Talk to Us**

We encourage you to bring your questions, suggestions and complaints to our attention. We will carefully consider each of these in our continuing effort to improve operations.

If you feel you have a problem, present the situation to your department chair, dean or the Provost so that the problem can be settled by examination and discussion of the facts. We hope that your immediate department chair, Dean or the Provost is able to satisfactorily resolve most matters.

If you still believe that your problem has not been fairly or fully addressed, request a meeting with the head of the Human Resources Department.

Your suggestions and comments on any subject are important, and we encourage you to take every

opportunity to discuss them with us. Your job will not be adversely affected because you choose to use this procedure.

If at any time you do not feel comfortable speaking with your department chair, dean or the Provost, discuss your concern with the head of the Human Resources Department.

## **The Network – Employee Hotline**

Although we encourage you to bring your questions, suggestions and complaints to our attention, we realize that it isn't always comfortable to step forward and speak up. If you want to speak up, but prefer to remain anonymous, call:

**THE NETWORK**  
**(877) 749-2895**

The Network is an independent company, staffed 24 hours a day/7 days a week. This toll-free service makes it possible for you to bring any concerns or questions to our attention anonymously.



**Faculty Governance and regulations**

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The workweek starts on Sunday at 12:00 a.m. and ends on Saturday at 11:59 p.m.

## **Payday**

Faculty will be paid monthly on the 26th of the month for the month.

When our payday is a holiday, you normally will be paid on the last working day before the holiday. If our payday is a Saturday or Sunday, you normally will be paid on Friday.

Please review your paycheck for errors. If you find a mistake, report it to Human Resources immediately. Human Resources will assist you in taking the steps necessary to correct the error.

## **Paycheck Deductions**

The School is required by law to make certain mandatory deductions from your paycheck each pay period. Mandatory deductions typically include federal and state taxes and Social Security (FICA) taxes. Depending on the state in which you are employed and the benefits you choose, there may be additional deductions. All deductions and the amount of the deductions are listed on your pay stub. These deductions are totaled each year for you on your Form W-2, Wage and Tax Statement.

The School will not make deductions to a staff member's pay which are prohibited by state or federal law or regulation, including those established by the United States Department of Labor.

If questions or concerns about any pay deductions arise, discuss and resolve them with Human Resources.

You will be reimbursed in full for any isolated, inadvertent, or improper deductions, as defined by law. If an error is found, you will receive an immediate adjustment which will be paid no later than your next regular payday.

## **Garnishment/Child Support**

When a faculty member's wages are garnished by a court order, our School is legally bound to withhold the amount indicated in the garnishment order from the staff member's paycheck. Our School will, however, honor applicable federal and state guidelines that protect a certain amount of a staff member's income from being subject to garnishment.

## **Direct Deposit**

You have the option of receiving your pay in a payroll check or having your pay deposited into your bank account through our direct deposit program.

## Faculty Evaluation

Your performance is important to our School. Each of the four divisions has discrete evaluation procedures. Faculty of the Community School for Performing Arts, Music Academy, and Dance Academy are evaluated every three years. Faculty in the Conservatory are evaluated every five years. The evaluation procedures and forms are available in the Office of the Dean of each division. In all divisions the faculty evaluation process involves both peer review and self-evaluation.

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## Pay Raises

Depending upon our School's financial situation, adjustments in your pay may be made when there has been an improvement in or sustainment of an already good performance record during the review period and the School, in its sole discretion, determines it is in a financial position to be able to increase pay. The School has complete discretion to determine if a pay raise is to occur.

## Professional Development

There is limited financial support for **Conservatory** academic faculty to attend meetings and conferences that directly pertain to their area of instruction at Colburn. Faculty requesting funds for attending meetings or conferences must submit a request form to the Office of the Dean, detailing the funds requested; funds are allocated on a first come-first served basis. Each faculty member will be

responsible for covering classes that might conflict with the meeting/conference. In order to be fair to all, full coverage for an out-of-town meeting will usually not be possible. Faculty presenting papers at a conference will be given preference (if the presenting organization is not covering expenses).

## **Categories of Employment and faculty loads**

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Conservatory faculty load for full-time: All full-time conservatory faculty are required as part of the full-time load to be involved in committee work, advising, and other duties as needed

Applied and applied faculty:

Contact hours – six to nine contact hours per semester for a total of no fewer than 15 and no more than 19 per academic year.

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- For applied faculty, this typically takes the form of no fewer than 15 and no more than 20 twenty individual lessons, coaching hours, or rehearsals per semester.

### **CSPA, Music Academy, Dance Academy:**

In the CSPA, Music Academy, and TZDI/Dance Academy, a full-time load is a simple formula of 12

semester contact hours (24 per academic year) for academic classes or 18 semester contact hours (36 per academic year) for applied or lab classes:

It possible for a full time faculty member to have fewer contact hours in one semester, and more in the other, totally either 24 or 36 for the year. Simple accumulation of teaching load to the full-time minimum is not sufficient to qualify for full-time status. It should be noted that due to the small size of the programs, there are rarely full-time positions in either the Music Academy or the Dance Academy.

Faculty members who teach a full-time load are eligible for the School's benefits package. Please see the Human Resources Department for more detailed information and to apply for benefits.

Amount of Time Per Unit	Type of Instruction	Number of Teaching Hours for Full-Time*
1 Hour	Academic Class	12 Contract Hours *
1.5 Hours	Individual or lab. classes	18 Contract Hours

CSPA faculty members with administrative duties are paid for such responsibilities by administrative

stipend. Pay for teaching is based on registered contact hours only.

## **Faculty Hiring Processes**

### **Conservatory:**

- Procedures for hiring faculty are dependent on circumstances of the proposed employment: academic, applied, full-time, permanent, part-time, temporary, etc.
  - **Full-time, academic and applied faculty.** Full-time faculty hires are implemented with a local, national or international search as appropriate to the position. The job will be posted in all the appropriate places (for example, Music Vacancy List of the CMS, Chronicle of Higher Education, local Universities, etc.) as well as the school's website. A search committee will be appointed by the Dean for all such searches; the committee will devise a short list of candidates based on applicants CVs, letters of reference, telephone/skype interviews, etc. Those candidates will be brought to the campus for interviews with appropriate constituencies (including students) and demonstration of teaching.
  - **Part-time, permanent applied faculty.** A local or national search will be initiated in most instances. As with full-time hires, the job

listing will be posted as for full-time hires and a search committee will be appointed by the Dean for all such searches; the committee will devise a short list of candidates based on applicants CVs, letters of reference, telephone/skype interviews, etc. Those candidates will be brought to the campus for interviews with all appropriate constituencies (including students) and demonstration of teaching.

○ **Part-time, academic faculty.**

Depending on the appointment and the number of classes involved, the job will be posted on the school's website and may be posted locally. In instances when the candidate is being employed to teach a single class, job may not be posted. Interview process limited to search committee of department chair, dean, and/or director of academic programs when warranted.

○ **Full-time or part-time temporary**

**faculty.** In most cases, such hires are made from professionals who are local and have the flexibility to meet the needs of our curriculum. Often they will be found through personal contacts at local universities, colleges, and performing ensembles.

## **CSPA, Music Academy, TZDI/Dance Academy**

Faculty openings will be posted on the School website and applicants apply via the website portal. For each faculty opening, full-time and part-time, a search committee will be appointed that consists of the division dean and associate dean and the appropriate department chair. Applications are screened by the committee and finalists are selected to come to campus for an interview and teaching demonstration. Faculty who wish to be considered for posted jobs follow the same application procedure as outside applicants.

## **Employment of Relatives**

Relatives of present employees may be hired by the Company only if (1) the individuals concerned will not work in a direct supervisory relationship with one another, and (2) the employment will not pose difficulties for supervision, security, safety, or morale.

A relative is defined as any person related to a faculty by blood or marriage, or whose relationship with the faculty is similar to that of persons who are related by blood or marriage. The policy applies to all faculty members without regard to the gender or sexual orientation of the individuals involved.

In cases where a conflict or the potential for conflict arises, even if there is no supervisory relationship involved, the parties may be separated by reassignment or terminated from employment. If



the relative relationship is established after employment, the individuals concerned will decide who is to be transferred or discharged. If that decision is not made within 30 calendar days, management will decide.

### **Outside Employment**

Faculty Members will not, during the term of their Agreement, (1) accept any other employment, or (2) engage, directly or indirectly, in any other business activity (whether or not pursued for pecuniary advantage) that might interfere with Faculty Member's duties and responsibilities hereunder or create a conflict of interest with The Colburn School.

### **Budget process**

Faculty will be involved in the budgeting process through the Office of the Dean of the Conservatory and via faculty committees. The budget process is as follows:

Every year, the Dean of each division and Director of each department will be required to submit a budget for the following fiscal year. The date for submission of the budget will be published a minimum of one month before the due date.

Approximately one month before the budget is to be submitted to the Board for approval, each department will be asked to approve any changes and/or revise the budget accordingly. Each Dean/ Director will have the opportunity to discuss any budgetary adjustments and suggest alternatives.

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## Faculty Benefits at Colburn

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## **Sick Leave for Faculty Members**

A faculty member who, on or after July 1, 2015, works in California for 30 or more days within a year from the commencement of employment is entitled to paid sick leave as described below.

Faculty members shall accrue paid sick days at the rate of not less than one hour per every 30 hours worked, beginning at the commencement of employment or July 1, 2015, whichever is later.

The School limits faculty member use of paid sick days to 48 hours or 6 days in each year.

Faculty members may not accrue more than 48 hours or 6 days of leave during each year. Accrued paid sick days shall carry over from year to year up to 72 hours.

Faculty members are entitled to use accrued paid sick days beginning on the 90<sup>th</sup> day of employment. The rate of pay shall be the employee's hourly wage. The actual dollar amount that you receive may vary according to your compensation plan.

Accrued paid sick leave may be used for:

1. Diagnosis, care, or treatment of an existing health condition of, or preventive care for, a staff member or a faculty member's family member;
2. For a faculty member who is a victim of domestic violence, sexual assault, or stalking: to obtain or attempt to obtain any relief, including, but not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the victim or his/her child; to seek medical attention for injuries caused by domestic violence, sexual

assault, or stalking; to obtain services from a domestic violence shelter, program or rape crisis center; to obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking; or to participate in safety planning and take other actions increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.

“Family members” include: spouses, registered domestic partners, grandparents, grandchildren, siblings, children, and parents as defined by state law.

If the need to use paid sick leave is foreseeable, you must provide the School with reasonable advance notification.

If the need to use paid sick leave is not foreseeable, please provide notice of your intent to use paid sick leave as soon as practicable.

Faculty Members will not be discriminated or retaliated against for taking or requesting leave in accordance with this policy.

Accrued, but unused sick leave will not be paid out at the end of employment. If a staff member is separated and rehired by the employer within one year from the date of separation, previously accrued and unused paid sick days shall be reinstated and the staff member shall be entitled to use those previously accrued and unused paid sick days and to accrue additional paid sick days upon rehiring.

This leave may run concurrently with the federal Family and Medical Leave Act and/or any other leave where permitted by state and federal law.

## **Jury Duty**

Faculty are not eligible for paid time off to perform jury service. Faculty members will be granted an unpaid leave in order to serve on jury duty.

## **Voting Leave**

Our School believes that every faculty member should have the opportunity to vote in any state or federal election, general primary or special primary. Any faculty member who does not have sufficient time outside of working hours to vote in a statewide election may request time off in order to vote. We reserve the right to select the hours you are excused to vote.

Notify your department chair of the need for voting leave as soon as possible. When you return from voting leave, you must present a voter's receipt to your department chair.

## **Federal Family and Medical Leave Act**

The Family and Medical Leave Act ("FMLA") provides eligible faculty members the opportunity to take unpaid job-protected leave for certain specific reasons. The maximum amount of leave a faculty member may use is

either 12 or 26 weeks within a 12-month period depending on the reasons for the leave.

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## **Faculty Eligibility**

To be eligible for FMLA leave, you must:

1. have worked at least 12 months for the School in the preceding seven years (limited exceptions apply to the seven-year requirement);
2. have worked at least 1,250 hours for the School over the preceding 12 months; and
3. currently work at a location where there are at least 50 staff members within 75 miles.

All periods of absence from work due to or necessitated by service in the uniformed services are counted in determining FMLA eligibility.

## **Conditions Triggering Leave**

FMLA leave may be taken for the following reasons:

1. birth of a child, or to care for a newly-born child (up to 12 weeks);
2. placement of a child with the staff member for adoption or foster care (up to 12 weeks);
3. to care for an immediate family member (faculty member's spouse, child, or parent) with a serious health condition (up to 12 weeks);
4. because of the faculty member's serious health condition that makes the faculty member unable to perform the faculty member's job (up to 12 weeks);
5. to care for a Covered Servicemember with a serious injury or illness related to certain types of

military service (up to 26 weeks) (see Military-Related FMLA Leave for more details); or

6. to handle certain qualifying exigencies arising out of the fact that the faculty member's spouse, son, daughter, or parent is on covered active duty or called to covered active duty status in the Uniformed Services (up to 12 weeks) (see Military-Related FMLA Leave for more details).

The maximum amount of leave that may be taken in a 12-month period for all reasons combined is 12 weeks, with one exception. For leave to care for a Covered Servicemember, the maximum combined leave entitlement is 26 weeks, with leaves for all other reasons constituting no more than 12 of those 26 weeks.

### **Definitions**

A "Serious Health Condition" is an illness, injury, impairment, or physical or mental condition that involves being admitted for an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the staff member from performing the functions of the staff member's job, or prevents the qualified family member from participating in school or other daily activities. Subject to certain conditions, the continuing treatment requirement includes an incapacity of more than three full calendar days and two visits to a health care provider or one visit to a health care provider and a continuing regimen of care; an incapacity caused by pregnancy or prenatal visits, a chronic condition, or permanent or long-term conditions; or absences due to multiple treatments. Other situations may meet the definition of continuing treatment.

## **Identifying the 12 Month Period**

The 12-month period in which 12 weeks of leave may be taken is the 12-month period measured forward from the date FMLA leave begins. For leave to care for a covered servicemember, the School calculates the 12-month period beginning on the first day the eligible staff member takes FMLA leave to care for a covered servicemember and ends 12 months after that date. FMLA leave for the birth or placement of a child for adoption or foster care must be concluded within 12 months of the birth or placement.

## **Using Leave**

Eligible faculty members may take FMLA leave in a single block of time, intermittently (in separate blocks of time), or by reducing the normal work schedule when medically necessary for the serious health condition of the faculty member or immediate family member, or in the case of a covered servicemember, his or her injury or illness. Eligible faculty members may also take intermittent or reduced-scheduled leave for military qualifying exigencies. Intermittent leave is not permitted for birth of a child, to care for a newly-born child, or for placement of a child for adoption or foster care. Faculty members who require intermittent or reduced-schedule leave must try to schedule their leave so that it will not unduly disrupt the School's operations.

## **Use of Accrued Paid Leave**

Depending on the purpose of your leave request, you may choose (or the School may require you) to use accrued paid leave (such as sick leave or vacation), concurrently with some or all of your FMLA leave. In order to substitute paid leave for FMLA leave, an eligible staff member must comply with the School's normal procedures for the applicable paid-leave policy (e.g., call-in procedures, advance notice, etc.).

## **Maintenance of Health Benefits**

If you and/or your family participate in our group health plan, the School will maintain coverage during your FMLA leave on the same terms as if you had continued to work. If applicable, you must make arrangements to pay your share of health plan premiums while on leave. In some instances, the School may recover premiums it paid to maintain health coverage or other benefits for you and your family. Use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of your leave.

## **Notice and Medical Certification**

When seeking FMLA leave, you are required to provide:

1. sufficient information for us to determine if the requested leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that you are unable to perform job functions, a 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. You must also inform the School if the requested leave is for a reason for which FMLA leave was previously taken or certified.

If the need for leave is foreseeable, this information must be provided 30 days in advance of the anticipated beginning date of the leave. If the need for leave is not foreseeable, this information must be provided as soon as is practicable and in compliance with the School's normal call-in procedures, absent unusual circumstances.

2. medical certification supporting the need for leave due to a serious health condition affecting you or an immediate family member within 15 calendar days of the School's request to provide the certification (additional time may be permitted in some circumstances). If you fail to do so, we may delay the commencement of your leave, withdraw any designation of FMLA leave or deny the leave, in which case your leave of absence would be treated in accordance with our standard leave of absence and attendance policies, subjecting you to discipline up to and including termination. Second or third medical opinions and periodic recertifications may also be required;
3. periodic reports as deemed appropriate during the leave regarding your status and intent to return to work; and
4. medical certification of fitness for duty before returning to work, if the leave was due to your serious health condition. The School will require this certification to address whether you can perform the essential functions of your position.

Failure to comply with the foregoing requirements may result in delay or denial of leave, or disciplinary action, up to and including termination.

### **Employer Responsibilities**

To the extent required by law, the School will inform faculty members whether they are eligible under the FMLA. Should a faculty member be eligible for FMLA leave, the School will provide him or her with a notice that specifies any additional information required as well as the staff member's rights and responsibilities. If staff members are not eligible, the School will provide a reason for the ineligibility. The School will also inform faculty members if leave will be designated as FMLA-protected

and, to the extent possible, note the amount of leave counted against the staff member's leave entitlement. If the School determines that the leave is not FMLA-protected, the School will notify the staff member.

### **Job Restoration**

Upon returning from FMLA leave, eligible faculty members will typically be restored to their original job or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions.

### **Failure to Return After FMLA Leave**

Any faculty member who fails to return to work as scheduled after FMLA leave or exceeds the 12-week FMLA entitlement (or in the case of military caregiver leave, the 26-week FMLA entitlement), will be subject to the School's standard leave of absence and attendance policies. Requests for additional leave for the employee's own serious health condition will be treated as requests for disability accommodation in accordance with our reasonable accommodation policy.

### **Other Employment**

The School prohibits faculty members from holding other employment that creates a conflict of interest with The Colburn School or interferes with their ability to satisfactorily perform their job duties. This policy remains in force during all leaves of absence including FMLA leave and may result in disciplinary action, up to and including immediate termination of employment.

### **Fraud**

Providing false or misleading information or omitting material information in connection with an FMLA leave will result in disciplinary action, up to and including immediate termination.

## **Employer's Compliance with FMLA and Faculty Member's Enforcement Rights**

The FMLA makes it unlawful for any employer to interfere with, restrain, or deny the exercise of any right provided under FMLA, or discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

While the School encourages faculty members to bring any concerns or complaints about compliance with FMLA to the attention of Human Resources, FMLA regulations require employers to advise faculty members that they may file a complaint with the U.S. Department of Labor or bring a private lawsuit against an employer.

Further, 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.

### **Military-Related Federal FMLA Leave**

FMLA leave may also be available to eligible faculty members in connection with certain service-related medical and non-medical needs of family members. There are two forms of such leave. The first is Military Caregiver Leave, and the second is Qualifying Exigency Leave. Each of these leaves is detailed below.

## Definitions

A “covered servicemember” is either: (1) a current servicemember of the Armed Forces, including a member of the National Guard or Reserves, with a serious injury or illness incurred in the line of duty for which the servicemember is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list; or (2) a “covered veteran” who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.

A “covered veteran” is an individual who was discharged under conditions other than dishonorable during the five-year period prior to the first date the eligible staff member takes FMLA leave to care for the covered veteran. The period between October 28, 2009 and March 8, 2013 is excluded in determining this five-year period.

The FMLA definitions of “serious injury or illness” for current servicemembers and veterans are distinct from the FMLA definition of “serious health condition.” For current servicemembers, the term “serious injury or illness” means an injury or illness that was incurred by the member in the line of duty while on active duty in the Armed Forces or that existed before the beginning of active duty and was aggravated by such service, that may render them medically unfit to perform the duties of their office, grade, rank or rating.

For covered veterans, this term means a serious injury or illness that was incurred in the line of duty while on active duty in the Armed Forces or that existed before the beginning of active duty and was aggravated by such service and manifested itself before or after the individual assumed veteran status, and is: (1) a continuation of a serious injury or illness that was incurred or aggravated when they were a member of the Armed Forces and rendered them unable to perform the duties of their office,



grade, rank or rating; (2) a physical or mental condition for which the covered veteran has received a VA Service Related Disability Rating (VASRD) of 50 percent or greater and such VASRD rating is based, in whole or in part, on the condition precipitating the need for caregiver leave; (3) a physical or mental condition that substantially impairs the veteran's ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service or would be so absent treatment; or (4) an injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.

"Qualifying exigencies" include activities such as short-notice deployment, military events, arranging alternative childcare, making financial and legal arrangements related to the deployment, rest and recuperation, counseling, parental care, and post-deployment debriefings.

### **Military Caregiver Leave**

Unpaid Military Caregiver Leave is designed to allow eligible faculty members to care for certain family members who have sustained serious injuries or illnesses in the line of duty while on active duty. Military Caregiver Leave is a special leave entitlement that permits eligible faculty members to take up to 26 weeks of leave to care for a covered servicemember during a single 12-month period.

To be "eligible" for Military Caregiver Leave, the faculty member must be a spouse, son, daughter, parent, or next of kin of the covered servicemember. "Next of kin" means the nearest blood relative of the servicemember, other than the servicemember's spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the

servicemember by court decree or statutory provisions; brothers and sisters; grandparents; aunts and uncles; and first cousins; unless the servicemember has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of Military Caregiver Leave. The staff member must also meet all other eligibility standards as set forth within the FMLA Leave policy.

An eligible faculty member may take up to 26 workweeks of Military Caregiver Leave to care for a covered servicemember in a “single 12-month period.” The “single 12-month period” begins on the first day leave is taken to care for a covered servicemember and ends 12 months thereafter, regardless of the method used to determine leave availability for other FMLA-qualifying reasons. If a faculty member does not exhaust his or her 26 workweeks of Military Caregiver Leave during this “single 12-month period,” the remainder is forfeited.

Military Caregiver Leave applies on a per-injury basis for each servicemember. Consequently, an eligible faculty member may take separate periods of caregiver leave for each and every covered servicemember, and/or for each and every serious injury or illness of the same covered servicemember. A total of no more than 26 workweeks of Military Caregiver Leave, however, may be taken within any “single 12-month period.”

Within the “single 12-month period” described above, an eligible faculty member may take a combined total of 26 weeks of FMLA leave including up to 12 weeks of leave for any other FMLA-qualifying reason (i.e., birth or adoption of a child, serious health condition of the faculty member or close family member, or a qualifying exigency). For example, during the “single 12-month period,” an eligible faculty member may take up to 16 weeks of FMLA leave to care for a covered servicemember when combined with up to 10 weeks of FMLA leave to care for a newborn child.

A faculty member seeking Military Caregiver Leave may be required to provide appropriate certification from the faculty member and/or covered servicemember and completed by an authorized health care provider within 15 days. Military Caregiver Leave is subject to the other provisions in our FMLA Leave Policy (requirements regarding staff member eligibility, appropriate notice of the need for leave, use of accrued paid leave, etc.). Military Caregiver Leave will be governed by, and handled in accordance with, the FMLA and applicable regulations, and nothing within this policy should be construed to be inconsistent with those regulations.

### **Qualifying Exigency Leave**

Eligible faculty members may take unpaid “Qualifying Exigency Leave” to tend to certain “exigencies” arising out of the duty under a call or order to active duty of a “military member” (i.e. the faculty member’s spouse, son, daughter, or parent). Up to 12 weeks of Qualifying Exigency Leave is available in any 12-month period, as measured by the same method that governs measurement of other forms of FMLA leave within the FMLA policy (with the exception of Military Caregiver Leave, which is subject to a maximum of 26 weeks of leave in a “single 12-month period”). Although Qualifying Exigency Leave may be combined with leave for other FMLA-qualifying reasons, under no circumstances may the combined total exceed 12 weeks in any 12-month period (with the exception of Military Caregiver Leave as set forth above). The faculty member must meet all other eligibility standards as set forth within the FMLA policy.

Persons who can be ordered to active duty include active and retired members of the Regular Armed Forces, certain members of the retired Reserve, and various other Reserve members including the Ready Reserve, the Selected Reserve, the Individual Ready Reserve, the National Guard, state military, Army Reserve, Navy

Reserve, Marine Corps Reserve, Air National Guard, Air Force Reserve, and Coast Guard Reserve.

A call to active duty refers to a *federal* call to active duty, and *state* calls to active duty are not covered unless under order of the President of the United States pursuant to certain laws.

Qualifying Exigency Leave is available under the following circumstances:

1. **Short-notice deployment.** To address any issue that arises out of short notice (within seven days or less) of an impending call or order to active duty.
2. **Military events and related activities.** To attend any official military ceremony, program, or event related to active duty or call to covered active duty status or to attend certain family support or assistance programs and informational briefings.
3. **Childcare and school activities.** To arrange for alternative childcare; to provide childcare on an urgent, immediate need basis; to enroll in or transfer to a new school or daycare facility; or to attend meetings with staff at a school or daycare facility.
4. **Financial and legal arrangements.** To make or update various financial or legal arrangements; or to act as the covered military member's representative before a federal, state, or local agency in connection with service benefits.
5. **Counseling.** To attend counseling (by someone other than a health care provider) for the staff member, for the military member, or for a child or

dependent when necessary as a result of duty under a call or order to covered active duty.

6. **Temporary rest and recuperation.** To spend time with a military member who is on short-term, temporary rest and recuperation leave during the period of deployment. Eligible faculty members may take up to 15 days of leave for each instance of rest and recuperation.
7. **Post-deployment activities.** To attend arrival ceremonies, reintegration briefings and events, and any other official ceremony or program sponsored by the military for a period of up to 90 days following termination of the military member's active duty status. This also encompasses leave to address issues that arise from the death of a military member while on active duty status.
8. **Parental care.** To care for the military member's parent who is incapable of self-care. The parent must be the military member's biological, adoptive, step, or foster father or mother, or any other individual who stood in loco parentis to the military member when the member was under 18 years of age.
9. **Mutually agreed leave.** Other events that arise from the military member's duty under a call or order to active duty, provided that the School and the faculty member agree that such leave shall qualify as an exigency and agree to both the timing and duration of such leave.

A faculty member seeking Qualifying Exigency Leave may be required to submit appropriate supporting documentation in the form of a copy of the military member's active duty orders or rest and recuperation orders or other military documentation indicating the

appropriate military status and the dates of active duty status, along with a statement setting forth the nature and details of the specific exigency, the amount of leave needed and the staff member's relationship to the military member, within 15 days. Qualifying Exigency Leave will be governed by, and handled in accordance with, the FMLA and applicable regulations, and nothing within this policy should be construed to be inconsistent with those regulations.

### **Limited Nature of This Policy**

This Policy should not be construed to confer any express or implied contractual relationship or rights to any staff member not expressly provided for by FMLA. The School reserves the right to modify this or any other policy as necessary, in its sole discretion to the extent permitted by law. State or local leave laws may also apply.

### **Pregnancy Disability Leave**

Female faculty members are eligible for an unpaid leave of absence up to four (4) months (i.e. the working days you would normally work in one-third of a year or 17 1/3 weeks, unless your hours vary from month to month in which case the School will use a monthly four month average of the hours worked prior to commencing leave) for disabilities relating to pregnancy, childbirth or related medical conditions per pregnancy.

Leave may include, but is not limited to, additional or more frequent breaks, time for prenatal or postnatal medical appointments, doctor-ordered bed rest, severe morning sickness, gestational diabetes, pregnancy-induced hypertension, preeclampsia, recovery from childbirth or loss or end of pregnancy, and/or post-partum depression. Leave may be taken consecutively or intermittently. The

amount of leave needed is determined by your health care provider's recommendation.

At your option, you can use any accrued vacation time as part of your pregnancy disability leave before taking the remainder of your leave on an unpaid basis. The substitution of any paid leave will not extend the duration of your pregnancy disability leave.

Faculty members who are granted leaves for pregnancy will be returned to their same position to the extent required by state law. Upon the advice of your health care provider, you may also be entitled to reasonable accommodation, to the extent required by law, for conditions related to pregnancy, childbirth or related medical conditions. You should promptly notify the School of the need for a reasonable accommodation. In addition, a transfer to a less strenuous or hazardous position or to less strenuous or hazardous duties may be available pursuant to your request, if such a transfer is medically advisable.

You must give the School at least 30 days' advance notice if your need for pregnancy-related disability leave, reasonable accommodation, or transfer is foreseeable. Otherwise please give the School notice as soon as is practicable if the need is an emergency or unforeseeable.

Prior to the start of the leave, the School will require a written medical certification indicating that you are disabled because of pregnancy or that it is medically advisable for you to be transferred to a less strenuous or hazardous position or duties or otherwise to be reasonably accommodated. The certification should include an anticipated date when you will be able to return to your job or job duties. In the event your leave exceeds the anticipated date of return, it is your responsibility to provide further certification from your health care provider that you are unable to perform your job or job duties and the revised anticipated date of return.

Depending on your eligibility, medical insurance may be continued during your leave in accordance with the applicable plan document, COBRA, or provisions of federal/state law relating to unpaid medical leave.

Faculty members who choose not to return from leave may be required to refund premium payments made by the School on their behalf, when permitted by state law.

Leave under this policy may run concurrently with leave afforded under the Family and Medical Leave Act (FMLA), but will not run concurrently with leave provided under the California Family Rights Act (CFRA).

## **Family and Medical Leave (CFRA)**

### **The Leave Policy**

Under the California Family Rights Act (CFRA) an eligible faculty member is entitled to up to 12 weeks of unpaid family/medical leave within any 12-month period. The total amount of leave taken is 12 workweeks in a 12-month period, unless you are qualified for additional time for a disability due to pregnancy, childbirth or related medical condition. In that event, you may be eligible for up to four months of leave under the pregnancy leave policy and eligible for an additional 12 weeks under this policy. The 12-month period begins with the first day leave is taken under the appropriate law. At the end of the leave, you will be restored to the same or an equivalent position upon your return from leave, provided you satisfy certain requirements described below. With the exception of a covered pregnancy disability leave, at the end of the leave, you will be restored to the same or an equivalent position upon your return from leave. Upon the return from a covered pregnancy disability leave, you



will be restored to the same position, or subject to business requirements that may exist, an available similar position.

This leave does not run concurrently with leave provided under the California Pregnancy Disability Act. However, this leave may run concurrently with the Federal Family and Medical Leave Act and/or any other leave where permitted by state and federal law.

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## **Eligible Faculty Members**

To be eligible for a leave under CFRA you must:

1. Have worked for the School for at least 12 months, and for at least 1,250 hours in the last 12 months; and
2. Be employed at a worksite that has 50 or more staff members within 75 miles.

## **Reasons For Leave**

You may take family/medical leave for any of the following reasons:

1. Birth of a child of a faculty member or the faculty member's registered domestic partner, or to care for a newly born child; or
2. Placement of a child with the faculty member and/or the faculty member's registered domestic partner for adoption or foster care; or
3. To care for an immediate family member (spouse, registered domestic partner, child, registered domestic partner's child, or staff member's parent) with a serious health condition; or
4. A faculty member's serious health condition that makes the faculty member unable to perform the functions of the faculty member's job.

Under CFRA if both parents are employed by the School, and leave is taken for the birth, placement or adoption of a child their combined leave is limited to 12 weeks. A leave for the birth, placement or adoption of a child must be completed within the 12-month period beginning on the date of birth or placement of the child. Under the CFRA, leave for your own serious health condition does not

include a disability caused by pregnancy, childbirth or related medical condition since this is covered by a separate state law. See California's Pregnancy Disability Leave policy which provides:

1. Pregnancy Disability Leave can be up to four months for continued disability due to pregnancy.
2. The faculty member requesting pregnancy leave is entitled to take the leave at any time after the commencement of employment without any waiting period.
3. The faculty member returning from pregnancy leave is entitled to return to her same job position, unless that position no longer exists due to operational necessity.
4. If the faculty member's pregnancy disability period exceeds four months, the faculty member may take additional leave in the form of family leave, as described and limited herein.

### **No Work While On Leave**

Taking of another job while on family or medical leave or any other authorized leave may lead to disciplinary action, up to and including discharge.

### **Local Family and Medical Leave Laws**

Where local family and medical leave laws offer more protection or benefits to faculty members, the protection or benefits provided by such laws will apply.

### **Notice To Employer Of Leave**

If your need for family/medical leave is foreseeable, give the School at least 30 days' prior written notice. When the need is not foreseeable, notify the School within one or

two business days of learning of your need for leave, except in extraordinary circumstances. If you do not provide this notice, your leave may be delayed. If your need is because of a planned medical treatment, attempt to schedule the treatment to avoid disrupting the School's operations.

Request forms for family/medical leave are available from Human Resources. You must use this form when requesting a leave.

### **Medical Certification For A Serious Health Condition**

If you are requesting leave because of your own or a covered relation's serious health condition, the appropriate health care provider must supply medical certification. Obtain a medical certification form from Human Resources. If possible, you should provide the medical certification within 15 days after you request leave. If you provide at least 30 days notice of your need for medical leave, you should provide the medical certification before your leave begins. If you do not provide the required medical certification in a timely manner, your leave may be delayed until it is provided.

The School, at its expense, may require an examination by a second health care provider designated by the School, if it reasonably doubts the medical certification you initially provide. If the second health care provider's opinion conflicts with the original medical certification, the School, at its expense, may require a third, mutually agreeable, health care provider to conduct an examination and provide a final and binding opinion. The School may require subsequent medical recertification. Failure to provide requested certification within 15 days, if such is practicable, may result in delay of further leave until it is provided.

## **Reporting While on Leave**

If you take leave because of your own serious health condition or to care for a covered relation with a serious health condition, you may be required to contact the School on a prescheduled basis regarding the status of the medical condition and your intention to return to work. In addition, you must give notice as soon as practicable (within two business days if feasible) if the dates of leave change, are extended, or initially were unknown.

## **Leave Is Unpaid**

Family/medical leave is unpaid leave. If you request leave because of the birth, adoption or foster care placement of a child, or to care for a covered relation with a serious health condition, any accrued paid vacation, personal or family leave, if applicable, will be substituted for unpaid family/medical leave. If you request leave because of your own serious health condition, any accrued paid vacation, personal or family leave or medical/sick leave, if applicable, will be substituted for any unpaid family/medical leave. The substitution of paid time for unpaid family/medical leave time does not extend the length of the leave provided by the law. Also, your family/medical leave may run concurrently with other types of leave.

Faculty members on a medical leave may also receive pay from short-term or long-term disability payments, or workers' compensation benefits, if applicable, according to the terms of those plans. The fact that a faculty member may receive compensation under these plans does not extend the length of the family/medical leave provided by the law.

## **Medical and Other Benefits**

During an approved family/medical leave, the School will maintain your health benefits under the same terms and conditions applicable to faculty members not on leave.

- If paid leave is substituted for unpaid family/medical leave, the School will deduct your portion of the health plan premium as a regular payroll deduction.
- If your leave is unpaid, you must pay your portion of the premium by making arrangements with Human Resources.
- Your health coverage may cease if your premium payment is more than 30 days late. If your payment is more than 30 days late, we will send you a letter to this effect. If we do not receive your co-payment within 15 days of this letter, your coverage will cease.

If you elect not to return to work at the end of the leave for at least 30 calendar days, you will be required to reimburse the School for the cost of the premiums paid by the School for maintaining coverage during your unpaid leave, unless you cannot return to work due to a serious health condition or because of other circumstances beyond your control.

## **Exemption For Highly-Compensated Faculty Members**

Certain highly-compensated faculty members may not be returned to their former or equivalent position following a leave if doing so would cause substantial economic injury to the School. Highly-compensated faculty members are among the highest paid ten percent of faculty members at a worksite or within 75 miles of that work site. The School will notify you if you qualify as a highly-compensated staff

member if the School intends to deny reinstatement, and of your rights in such instances.

### **Intermittent and Reduced Schedule Leave**

Leave due to a serious health condition may be taken intermittently (in separate blocks of time due to a single serious health condition) or on a reduced leave schedule (reducing the usual number of hours you work per workweek or workday) if medically necessary. If your leave is unpaid, the School will adjust your salary based on the amount of time actually worked. Also, while you are on an intermittent or reduced schedule leave, the School may temporarily transfer you to an available alternate position that better accommodates your intermittent or reduced leave and that has equivalent pay and benefits.

### **At The End Of Your Leave**

If your leave is because of your own serious health condition and you are unable to return to work at the end of the leave because of this condition, requests for additional leave will be treated as a request for disability accommodation in accordance with reasonable accommodation policy.

## **Rehabilitation Leave**

Our School is committed to providing assistance to our faculty members. Any faculty member who wishes to voluntarily enter and participate in an alcohol and/or drug rehabilitation program may be granted a reasonable accommodation. This accommodation may include time off without pay and/or an adjusted work schedule provided the accommodation does not impose an undue hardship on the School. In general, it is your responsibility to notify Human Resources of the need for accommodation.

The School shall take reasonable steps to safeguard the privacy of any faculty member as to the fact that he or she has enrolled in an alcohol or drug rehabilitation program.

This policy does not prevent the School from refusing to hire or disciplining, up to and including discharge, a faculty member who, because of the current use of alcohol or drugs, is unable to perform his or her duties or cannot perform the duties in a manner that would not endanger his or her health or safety or the health or safety of others.



## **Military Leave**

Faculty members who are required to fulfill military obligations in any branch of the Armed Forces of the United States or in state military service will be given the necessary time off and reinstated in accordance with federal and state law.

The time off will be unpaid, except where state law dictates otherwise.

Military orders should be presented to Human Resources and arrangements for leave made as early as possible before departure. Faculty members are required to give advance notice of their service obligations to the School unless military necessity makes this impossible. You must notify Human Resources of your intent to return to employment based on requirements of the law. Your benefits may continue to accrue during the period of leave in accordance with state and federal law.

Additional information regarding military leaves may be obtained from Human Resources.

## **Family Military Leave**

A faculty member who works an average of 20 or more hours per week whose spouse or registered domestic partner is a member of the Armed Forces, National Guard or Reserves that has been deployed during a period of military conflict is eligible to receive up to 10 unpaid days off when their spouse is on leave from military deployment.

You must provide Human Resources with notice of your intention to take leave within two business days of receiving official notice that your spouse or registered domestic partner will be on leave from deployment. Faculty members taking family military leave must also provide the School with written documentation certifying their spouse will be on leave from deployment.

## **Civil Air Patrol Leave**

A faculty member who is a voluntary member of the California Wing of the Civil Air Patrol will be permitted no less than 10 days of unpaid leave per calendar year in order to respond to an emergency operational mission as defined by state law.

In order to qualify for leave under this policy, an employee volunteer member must be employed by the School for at least 90 days immediately preceding the commencement of leave. The faculty member must give the School as much notice as is possible of the intended leave dates. Leave for a single emergency operational mission shall not exceed three days, unless an extension of time is granted by the governmental entity that authorized the emergency operational mission, and the extension of the leave is approved by the School.

The School may require certification from the proper Civil Air Patrol authority to verify the staff member's eligibility for leave. The School reserves the right to deny the leave request if the faculty member fails to provide the required certification.

Upon expiration of the leave, the School will restore the faculty member to his or her position or to a position with equivalent seniority, benefits, pay and other terms and conditions of employment, unless the faculty member is not restored because of conditions unrelated to use of leave under this policy.

This policy does not apply to faculty members who serve as first responders or disaster service workers for a local, state, or federal agency to the same or a simultaneous emergency operational mission.

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## **Volunteer Firefighter Leave**

Faculty members who serve as volunteer firefighters, reserve peace officers, or emergency rescue personnel (includes officers, employees, or members of a disaster medical response entity sponsored or requested by the state) may be eligible for unpaid leave up to 14 days per calendar year for the purpose of engaging in fire, law enforcement, or emergency rescue training.

Faculty members who take leave should provide the School with a written statement from the chief of the faculty member's fire department verifying the time, date, and duration of the training.

## **Witness Leave**

Faculty members are given the necessary time off without pay to attend or participate in a court proceeding in accordance with state law.

We ask that you notify Human Resources of the need to take witness leave as far in advance as is possible.

## **Bone Marrow and Organ Donation Leave**

Faculty members are eligible to receive up to 30 business days of paid leave to serve as an organ donor and up to five business days of paid leave to serve as a bone marrow donor in a one-year period. The one-year period is measured from the date the faculty member's leave begins and shall consist of 12 consecutive months. Faculty members must be employed by the School for at least 90 days immediately preceding the commencement of leave and request leave in writing.

When available, the faculty member must utilize up to five business days of accrued but unused sick leave for initial bone marrow donation leave and up to two weeks of accrued but unused sick leave for initial organ donation leave.

Please provide Human Resources with written physician verification of the purpose and length of each leave.

Leave under this policy will not run concurrently with any leave taken pursuant to the Federal Family and Medical Leave Act or the California Family Rights Act.

For more information regarding this leave, please see Human Resources.

## **School Visitation Leave**

If you are the parent or guardian of a child who is suspended and are required to appear at the child's school, you may take time off without pay if you provide reasonable advance notice to Human Resources of the need for time off.

Faculty members who are the parent, guardian, step-parent, foster parent, grandparent or a person who stands

in loco parentis to, a child in grades K-12, or of children attending a licensed daycare facility, are allowed up to 40 hours of leave without pay per calendar year for childcare emergencies, such as behavioral and discipline issues, unexpected unavailability and natural disasters and to participate in activities of their child's school or day care facility unless employed at a worksite with less than 25 staff members. This leave should not exceed eight hours in any calendar month. Requests for such leave must be made in advance of the planned absence and staff members must provide documentation from the school or day care facility as proof of their participation in school or day care activities.

## **Leave of Absence**

Under special circumstances, full-time and part-time regular faculty members who have completed one year of employment may be granted a leave of absence without pay. The granting of this type of leave is normally for compelling reasons and is dependent upon the written approval of your dean or department head.

To the extent allowed by the insurance contract, we will continue to provide medical insurance, dental insurance, and vision care insurance coverage for employees on an authorized leave of absence, up until the end of the month that the leave began. During this time employees will be responsible for paying their portion of the monthly premium(s). Beginning the following month, the faculty member shall be responsible for the full cost of his/her benefits in order to continue coverage.

We will make reasonable efforts to return you to the same or similar job you held prior to the leave of absence, subject to our staffing and business requirements.

Leaves may not exceed 60 days during which time no benefits will accrue

We will make reasonable efforts to return you to the same or similar job you held prior to the leave of absence, subject to our staffing and business requirements.

Faculty members who fail to coordinate their return to work immediately following the expiration of an approved leave are considered to have voluntarily resigned their position.

This Leave of Absence should not be confused with the LoA for professional development described in Section IV below.

## **Domestic Violence Leave**

The School will not discriminate against faculty members who are victims of domestic violence or sexual assault for taking time off from work to obtain or attempt to obtain any relief, including but not limited to, a temporary restraining order, restraining order, or other injunctive relief to help ensure the health, safety, or welfare of a victim or his or her child.

The School will also not discriminate against a faculty member who is a victim of domestic violence or sexual assault for taking time off from work to seek medical attention for injuries caused by such domestic violence or sexual assault, to obtain services from a domestic violence or sexual assault program, to obtain psychological counseling related to the domestic violence or sexual assault, or to participate in actions to increase safety from future domestic violence or sexual assault, including temporary or permanent relocation.

Affected faculty members must give the School reasonable notice that they are required to be absent for a purpose stated above, except for unscheduled or emergency court appearances or other emergency circumstances. In such a case, the School will take no action against affected faculty members if, within a reasonable time after the appearance, they provide the School with documentary evidence that their absence was required for any of the above reasons.

This leave will be unpaid.

### **Victims of Felony Crimes Leave**

The School will grant reasonable and necessary leave from work without pay to faculty members who are victims, or whose spouse, child, stepchild, brother, stepbrother, sister, stepsister, mother, stepmother, father, stepfather, registered domestic partner, or child of a registered domestic partner is a victim of a violent or serious felony or felonious theft or embezzlement, for the purposes of attending legal proceedings related to the crime.

When feasible, affected faculty members must provide the School with advance notice of the faculty member's need for leave, including a copy of the notice of the scheduled proceeding. If advance notice is not feasible, affected faculty members must provide documentation evidencing the legal proceeding requiring the faculty member's absence within a reasonable time after leave is taken.



Exempt faculty members may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

## **Faculty Member Benefits**

Our School has developed a comprehensive set of benefit programs for full time faculty..

This Faculty Handbook describes the current benefit plans maintained by the School. Refer to the actual plan documents and summary plan descriptions if you have specific questions regarding the benefit plan. Those documents are controlling.

The School reserves the right to modify and/or terminate its benefits at any time. We will keep you informed of any changes.

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## **Medical Insurance**

Eligible full-time faculty may enroll in a single, a single plus one dependent, or a family contract on the first of the month following thirty days of employment.

Part-time faculty may enroll in the medical insurance plan under the terms of the Affordable Care Act. Contact Human Resources for information regarding coverage under the Affordable Care Act.

Information and enrollment forms may be obtained from Human Resources.

To assist you with the cost of this insurance, our School pays a portion of a single, a single plus one dependent, or a family contract. You are responsible for paying the balance through payroll deduction.

A booklet containing the details of the plan and eligibility requirements may be obtained from Human Resources.

Refer to the actual plan document and summary plan description if you have specific questions regarding your eligibility for coverage or other aspects of this benefit plan. Those documents are controlling.

At the end of employment you may be entitled to continuation or conversion of the group medical insurance plan in accordance with the terms of the policy and/or applicable state and federal law. For more information, contact Human Resources.

## **Dental Insurance**

Eligible full-time faculty may enroll in a single, a single plus one dependent or a family contract on the first of the month following thirty days of employment.

Information and enrollment forms may be obtained from Human Resources.

To assist you with the cost of this insurance, our School pays a portion of a single, a single plus one dependent or a family contract. You are responsible for paying the balance through payroll deduction.

A booklet containing the details of the plan and the eligibility requirements may be obtained from Human Resources.

Refer to the actual plan document and summary plan description if you have specific questions regarding this benefit plan. Those documents are controlling.

At the end of employment you may be entitled to continuation or conversion of the group dental insurance plan in accordance with the terms of the policy and/or applicable state and federal law. For more information, contact Human Resources.

## **Vision Care Plan**

Eligible full-time faculty members may enroll in this plan on the first of the month following thirty days of employment.

To assist you with the cost of this plan, our School pays a portion of a single, a single plus one dependent or a family contract. You are responsible for paying the balance through payroll deduction.

Complete details of this plan may be obtained from Human Resources.

Information and enrollment forms may be obtained from Human Resources.

Refer to the actual plan document and summary plan description if you have specific questions regarding this benefit plan. Those documents are controlling.

At the end of employment you may be entitled to continuation or conversion of the group vision care insurance plan in accordance with the terms of the policy and/or applicable state and federal law. For more information, contact Human Resources.

## **COBRA**

You and/or your covered dependents will have the opportunity to continue medical and/or dental and vision benefits for a period of up to 36 months under the provisions of the Consolidated Omnibus Budget Reconciliation Act (COBRA) when group medical and/or dental and vision coverage for you and/or your covered dependents would otherwise end due to your death or because:

- your employment terminates, for a reason other than gross misconduct; or
- your employment status changes due to a reduction in hours; or
- your child ceases to be a "dependent child" under the terms of the medical and/or dental and vision plan; or
- you become divorced or legally separated; or
- you become entitled to Medicare.

In the event of divorce, legal separation, or a child's loss of dependent status, you or a family member must notify the plan administrator within 60 days of the occurrence of the event.

The plan administrator will notify the individuals eligible for continuation coverage of their right to elect COBRA continuation coverage.

For more information regarding COBRA, you may contact Human Resources.

## **Life Insurance, Short-Term Disability Insurance and Long-Term Disability Insurance**

Eligible full-time faculty members may enroll in these plan on the first of the month following thirty days of employment.

You must complete an insurance enrollment form and designate your beneficiary.

The cost of this insurance is fully paid by the School.

Complete details of this plan may be obtained from Human Resources.

### **403(b) Qualified Retirement Plan**

Our School provides eligible faculty members with a 403(b) Qualified Retirement plan which is an excellent means of long-term savings for your retirement.

You can obtain a copy of the Summary Plan Description which contains the details of the plan including eligibility and benefit provisions from Human Resources. In the event of any conflict in the description of any plan, the official plan documents, which are available for your review, shall govern. If you have any questions regarding this plan, see the plan administrator.

## **Section 125 Plans**

The school offers a pretax contribution option for employees. This employee benefit is known as a Section 125 plan.

A Section 125 plan is a benefit plan that allows you to make contributions toward out-of-pocket medical expenses and/or dependent care expenses on a "before tax", rather than an "after tax" basis. Your contributions and qualified expenses are deducted from your gross pay before income taxes and Social Security is calculated.

## **Business Travel Accident Insurance**

Business Travel Accident Insurance provides coverage for all eligible employees while traveling on company business. This benefit is an employer-paid benefit.

## **State Disability Insurance**

All staff members are eligible for disability insurance benefits when an illness, injury or pregnancy-related disability prevents them from working and they meet all the eligibility requirements.

The benefits are calculated as a percentage of your salary up to a weekly maximum as specified by law, for up to 52 weeks.

Staff members who apply for this benefit must provide written notice of disability, including a doctor's certificate

stating the nature of the disability and your expected date of return to work.

You are responsible for filing your claim and other forms promptly and accurately with the Employment Development Department. A claim form may be obtained from the Employment Development Department online at [www.edd.ca.gov](http://www.edd.ca.gov), or by telephone, letter or in person.

The cost of this insurance is fully paid by the staff member.

## Family Leave Insurance

The State of California may provide partial wage benefits to eligible staff members for up to a maximum of six weeks for the following reasons:

- To bond with a new child after birth or placement for adoption or foster care;
- To care for a serious health condition of a staff member's child, parent, spouse, or registered domestic partner.

The Paid Family Leave Act provides benefits based on past quarter earnings for up to six weeks in a 12-month period. The cost of the insurance is fully paid by the staff member. The 12-month period begins on the first day a staff member submits a claim.

To be eligible for benefits, staff members may be required to provide medical and/or other information that supports a claim for time off to bond with a new child or to care for a child, parent, spouse or registered domestic partner with a serious health condition. In addition, there is a seven-

calendar-day waiting period before benefits begin. As a condition of initial receipt of family leave insurance benefits, you will be required to use any accrued vacation time, up to a maximum of two weeks. This use of vacation time will go, in part, towards the seven-calendar-day waiting period.

You are responsible for filing your claim for family leave insurance benefits and other forms promptly and accurately with the Employment Development Department. A claim form may be obtained from the Employment Development Department by telephone, letter, the Internet or in person. All eligibility and benefit determinations are made by the Employment Development Department.

You may not be eligible for Paid Family Leave benefits if you are receiving State Disability Insurance, Unemployment Compensation Insurance or Workers' Compensation benefits.

The Paid Family Leave Act does not provide a right to leave, job protection or return to work rights. Further, this policy does not provide additional time off; rather, family leave insurance may provide compensation during an approved leave pursuant to the California Family Rights Act, the Federal Family and Medical Leave Act or any School provided leave.

## **Social Security**

During your employment, you and the School both contribute funds to the federal government to support the Social Security program. This program is intended to provide you with retirement benefit payments and medical coverage once you reach retirement age.



## **Unemployment Insurance**

Upon separation from employment, you may be entitled to state and federal unemployment insurance benefits. Information about unemployment insurance can be obtained from Human Resources.

## **Workers' Compensation**

On-the-job injuries are covered by our Workers' Compensation insurance policy. This insurance is provided at no cost to you. If you are injured on the job, no matter how slightly, report the incident immediately to your manager. Consistent with applicable state law, failure to report an injury within a reasonable period of time could jeopardize your claim. We ask for your assistance in alerting management to any condition that could lead to or contribute to a staff member accident.

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## **Tuition Assistance Program**

The CSPA and TZDI offer a wide range of group classes in music, dance and drama. As an employee of the Colburn School, you and your immediate family are eligible to receive one of the following

each semester during the regular academic year (fall and spring semesters):

- **Community School of Performing Arts**

Community school group class, or

- **Trudl Zipper Dance Institute**

TZDI group class meeting for one hour per week, or

For bundled classes meeting multiple times per week, a discount equal to the cost of one, 1.5 hour class per week

- How this policy will be implemented:

Each employee, their spouse and each of their children is eligible for one free group class during the fall and spring semesters. This policy does not apply to private lessons, camps, master classes or special events.

This policy is applicable on a space available basis. Additionally, the class needs to meet minimum paid enrollment requirements in order to be held.

Employees and their eligible family members may enroll one week before the first day of class. Due to the space availability provision of this policy, enrollment is not confirmed until the first day of class.

This policy is applicable to both full time and part time employees and their

immediate families (spouse and children)

An employee's attendance in class must be during non-working time. As well, the supervision of an employee's children in class must be during non-working time.

Time spent attending a class, as well as time spent engaged in any non-work related activity, is considered non-working hours.

The School reserves the right to alter this benefit at any time.

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## **Employee Assistance Program**

Eligible full-time, part-time regular and part-time staff members may participate in our employee assistance program after completing their introductory period.

Our BalanceWorks®, Employee Assistance Program (EAP), and Work/Life Benefit help eligible staff members and their immediate families with a wide range of problems. Situations addressed by the EAP include marriage and family problems, emotional problems, alcoholism and alcohol abuse, drug abuse and dependency, financial problems, compulsive gambling and eating disorders. Your conversations and all records are strictly confidential.

The administrative cost of this program is fully paid by the School.

Additional information regarding this program is available at [www.eniweb.com](http://www.eniweb.com) or by calling 1-800-EAPCALL. Complete details of this program may be obtained from Human Resources.

## **Café Discount**

The School currently provides a 5% employee discount on food purchases made in the Colburn Café. Employees must present their School IDs to receive this benefit. The School reserves the right to alter this benefit at any time.

## **Pet Insurance Discounts**

For additional information on these benefits and options, contact Human Resources.

## **Public Transportation Subsidy**

For additional information on these benefits and options, contact Human Resources.



## Standards of Employment

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## Standards of Conduct

Each faculty member has an obligation to observe and follow the School's policies and to maintain proper standards of conduct at all times. If an individual's behavior interferes with the orderly and efficient operation of a department or the School, corrective disciplinary measures will be taken.

Disciplinary action may include a verbal warning, written warning, suspension with or without pay, and/or discharge. The appropriate disciplinary action imposed will be determined by the School. The School does not guarantee that one form of action will necessarily precede another.

Among other things, the following may result in disciplinary action, up to and including discharge: violation of the School's policies or safety rules; insubordination; unauthorized or illegal possession, use or sale of alcohol or controlled substances on work premises or during working hours, while engaged in School activities or in School vehicles; unauthorized possession, use or sale of weapons, firearms or explosives on work premises; theft or dishonesty; physical harassment; sexual harassment; disrespect toward fellow staff members, visitors or other members of the public; performing outside work or use of School property, equipment or facilities in connection with outside work while on School time; poor attendance or poor performance. These examples are not all inclusive. We emphasize that discharge decisions will be based on an assessment of all relevant factors.

Nothing in this policy is designed to modify our employment-at-will policy.

**The Colburn School expects all faculty members to conduct themselves according to the highest ethical and professional standards. The School considers**

**certain conduct unacceptable. The following are some examples of conduct that should not take place in the work environment:**

- Providing false or misleading information or making material omissions in any School documents or records, including application for employment. Dishonesty of any kind, including asking another staff member to lie, or withholding the truth from management.
- Malicious or willful destruction or damage to School property or supplies, or to property belonging to another employee, a student, a supplier, or a visitor.
- Theft or unauthorized removal of property from School premises.
- Misappropriation or unauthorized use of money, credit, property, or equipment of the School or belonging to another staff or faculty member, supplier, student, or visitor.
- Malicious gossip and/or spreading rumors, engaging in behavior that creates discord or disharmony in the workplace, interfering with another staff member on the job, or restricting work output or encouraging others to do the same.
- Rude, abusive, or threatening language or outbursts of anger toward management, staff or faculty members, students, or others.
- Bringing or possessing firearms, weapons, or any other hazardous or dangerous devices or chemicals on School property.
- Unlawful or unauthorized possession of alcohol or drugs while on duty or on School premises, reporting to work under the influence of alcohol or drugs, or intoxication while on duty.
- Engaging in the illegal sale or distribution of narcotics, drugs, or controlled substances while on the job or on School property, or any violation of the Drug and Alcohol Policy.

- Engaging in any action on or off School premises that reflects unfavorably on the organization and its reputation, including criminal or illegal behavior of any kind.
- Violation of the School's policies on Conflicts of Interests and Confidentiality.
- Possessing confidential information without proper authorization.
- Communicating confidential information to unauthorized persons or entities or using confidential information for personal purposes.
- Unsatisfactory job performance, including but not limited to failure to perform assigned duties, negligence or incompetence.
- Inappropriate and/or excessive use of the Internet (e.g., offensive e-mail, non-work related web-sites, chat rooms, Facebook, social media, etc.)
- Excessive absenteeism, repeated tardiness, leaving work early, performing personal tasks during work time.
- Sleeping on the job.
- Insubordination, including failure to follow job instructions, refusal to do assigned work, or refusal to perform work in the manner described by a staff member's manager.
- Fighting or provoking a fight while on the job or on School property.
- Participating in an unsafe work practice, failing to observe safety rules or procedures, or disregarding any established safety rule, including not wearing required safety equipment or tampering with School equipment.
- Negligence, horseplay, or any other action that endangers other people or School property or that disrupts work.
- Gambling while on the job or on School premises.
- Smoking in designated non-smoking areas.
- Violating any security rules or procedures.

- Harassing, threatening, intimidating, or coercing any staff member or another person, including violation of the School's Policy Against Harassment.
- Failure to abide by set standards for lunch and break periods or working unauthorized overtime.
- Solicitation of any type, including unapproved distribution of literature by staff members or visitors, redirecting business or staff members away from the School, or selling or passing out any products, information or documents on School property or during work time. (Work time means those hours that staff members are on duty, excluding breaks, meal times, and other specifically designated periods during the day when staff members are not engaged in performing work duties.)
- For staff members in positions requiring the use of a vehicle for School business, becoming uninsurable based on the standards of the organization's insurance carrier due to a Department of Motor Vehicles record, driver's license suspension or revocation, or cancellation of the staff member's automobile liability insurance policy.
- Any violation of the rules and policies of the School, or violation of any federal or state law, rule, or regulation that affects a staff member's suitability for continued employment.

These conduct guidelines do not in any way modify the at-will employment policy of the School, which permits either the staff member or the School to terminate the employment relationship at-will, at any time, with or without cause or notice.

## **Non-Fraternization with Students**

In order to promote the efficient operation of the School's business and to avoid misunderstandings; employees are forbidden from dating or pursuing close personal, romantic or sexual relationships with students.

Employees who violate this policy will be subject to discipline, up to and including termination of employment.

## **Mutual/Bilateral Arbitration of Disputes**

Colburn School staff members are required to sign a Comprehensive Agreement/Employment At-Will and Mutual/Bilateral Arbitration document as a condition of employment. Arbitration provides for alternative dispute resolution.

## **Use of School Resources for Non-School Purposes**

### **Personal Use of School Property**

School resources are to be used only for legitimate business purposes and are not to be used for personal reasons by staff members. School property includes equipment and tools, telephones, faxes and other communication equipment, computers, copy machines, postage, office supplies, etc. Borrowing any School property for personal use or removing School property without approval is prohibited. Unauthorized use or removal of School property by a staff member is subject to corrective action, up to and including discharge.

### **School Cell Phones and Electronic Equipment**

Faculty members are issued School-owned cell phones and other electronic equipment when there is a legitimate business need for these devices. These devices remain the property of the School and there should be no expectation of privacy of personal information on School equipment. Excessive use of the School's electronic property for personal reasons may result in disciplinary action and possible repayment of charges incurred.

### **Use of School Facilities for Non-School Activities**

Use of School facilities for non-school activities must be approved in advance by the division dean, and scheduled appropriately. A fee may be charged. Inappropriate or unauthorized use of School facilities may be subject to disciplinary action.

## **Confidentiality of Student Matters**

Our professional ethics require that each faculty member maintain the highest degree of confidentiality when handling student matters and student personal information.

To maintain this professional confidence, no faculty member shall disclose student information to other students, friends, or members of one's own family or use student personal information for personal purposes.

Colburn School faculty are required to sign a Confidentiality Agreement as a condition of employment.

## **Wage Disclosure Protection**

The School, consistent with California law, does not prohibit a faculty member from inquiring about, disclosing, comparing or otherwise discussing the faculty member's wages or the wages of another faculty member.

The School will not take an adverse employment action or retaliate against a faculty member for discussing his or her wages. The School will not prohibit a faculty member from lodging a complaint or testifying, assisting or participating in an investigation or proceeding related to a violation of this policy.

Nothing in this policy shall be construed to permit a faculty member with regular access to wage information in the course of the faculty member's work from disclosing wage information, unless the person is under a legal obligation to furnish the information. Additionally, nothing in this policy requires an employer or a faculty member to

disclose wages in response to an inquiry by another staff member.

## **Attendance and Punctuality**

Attendance and punctuality are important factors for your success within our School. We work as a team and this requires that each person be in the right place at the right time. Tardiness and absenteeism place an additional burden on fellow Employees.

All faculty are expected to be in their classes, lessons, and ensembles at the scheduled times

If you are going to miss a class or lesson it is your responsibility to cover the class/lesson/ensemble.

faculty

## **Lactation Breaks**

The School will provide a reasonable amount of break time to accommodate a female staff member's need to express breast milk for the staff member's infant child. The break time should, if possible, be taken concurrently with other break periods already provided. The School will also make a reasonable effort to provide the staff member with the use of a room or other location in close proximity to the staff member's work area, for the staff member to express milk in private.

No provision of this policy applies or is enforced if it conflicts with or is superseded by any requirement or



prohibition contained in a federal, state, or local law or regulation. Anyone with knowledge of such a conflict or potential conflict should contact Human Resources.

## **School Sponsored Social Events**

Faculty are not required to attend or participate in any off-duty party or recreational, social, or athletic activity. The School periodically may sponsor such voluntary activities for employees and their immediate families, but no employee is required to attend.

Participation in any off-duty School-sponsored recreational, athletic, or social activity is at the employee's own risk. The School assumes no liability for any injury or accident arising out of any off-duty party, social event or recreational activity. It is important to remember that injuries or illnesses that may result from participation in a School-sponsored recreational, athletic, or social activity are not covered by Workers' Compensation Insurance.

All employees are advised and expected to refrain from drinking alcoholic beverages or engaging in any other activity to the extent that it would cause him/her to be unfit for the safe operation of a motor vehicle, or to behave in an intoxicated or disorderly manner. Any staff member who feels his or her driving skills or reaction times might be impaired, even a little, should not drive. Safe options include but are not limited to: taking a cab home, calling a friend or relative for a ride, asking another staff member who has not been drinking alcohol for a ride home, or requesting any supervisor or manager to arrange transportation.

The behavior of all staff members and their guests attending a School-sponsored social event is expected to

conform to the provisions in the Conduct Guidelines section in this Handbook.

## **Access to Personnel Files**

Upon request, current and former faculty may inspect their own personnel files at a mutually agreeable time, on School premises in the presence of a School official. You will be permitted to see any records regarding your qualification for employment, promotion, wage increases, earnings and deductions, or discipline. The School will make the records available within 30 days after receipt of a written or oral request for review. Exceptions include records regarding criminal investigation and any letters of reference maintained by the School. You will be allowed to have a copy of any document that relates to your performance or any grievance that concerns you. The School complies with state law record retention requirements for current and former employees.

For more information, contact Human Resources.

## **Student and Public Relations**

Our School's reputation is built on excellent service and quality work. To maintain this reputation requires the active participation of every staff member.

The opinions and attitudes that students have toward our School may be determined for a long period of time by the actions of one staff member. It is sometimes easy to take a student for granted; but if we do, we run the risk of losing

not only that student, but his or her associates, friends or family who may also be students or prospective students.

Each faculty member must be sensitive to the importance of providing courteous, professional treatment in all working relationships.

## **Non-Solicitation**

The School believes employees should have a work environment free from interruptions of a non-work related nature, as work time is for work. When you are to be working you should focus on your duties and not engage in activities that would interfere with your own work or the work of others. For the purpose of this policy, solicitation includes, but is not limited to, collection of any debt or obligation, raffles of any kind or chance taking, the sale of merchandise or business services, and any attempt to sell any product or service (e.g. selling or collecting for Tupperware®, Avon® products, churches, schools, Girl Scout cookies, etc.). Such interruptions can be both detrimental to the quality of work and efficiency, and may not be respectful of others job responsibilities and right not to be interrupted.

Faculty may not engage in solicitation for any purpose during his/her work time, which includes the working time of the employee who seeks to solicit and the employee who is being solicited. Nothing in this policy is intended to restrict an employee's statutory rights.

## **Distribution**

Distribution of any type (materials, goods, etc.) is prohibited in work areas at any time, whether or not the faculty members are on working time. Inappropriate literature is prohibited, e.g., literature that violates the School's non-harassment and discrimination policies; items of a defamatory nature; items that include threats of violence; unprotected literature of a political nature that is highly inflammatory and likely to disrupt facility discipline and order or safety. Nothing in this policy is intended to restrict a staff member's statutory rights.

Non-staff members are prohibited from distributing materials to employees on School premises at any time.

## **Changes in Personal Data**

To aid you and/or your family in matters of personal emergency, we need to maintain up-to-date information.

Changes in name, address, telephone number, marital status, number of dependents or changes in next of kin and/or beneficiaries should be given to Human Resources promptly.

## **Care of Equipment**

You are expected to demonstrate proper care when using the School's property and equipment. No property may be removed from the premises without the proper written authorization of management. If you lose, break or

damage any property, report it to the Department Manager at once.

## **School Vehicles**

Operators of School vehicles are responsible for the safe operation and cleanliness of the vehicle and must follow all laws, rules, and policies relating to operating such vehicle.

Accidents involving a School vehicle must be reported to the dean of your division immediately.

Faculty are responsible for any moving and parking violations and fines that may result when operating a School vehicle.

School vehicles should be operated by the faculty member only. School vehicles may only be used for job-related travel.

## **Travel/Expense Accounts**

The School will reimburse faculty for reasonable expenses incurred through pre-approved business travel or entertainment. All cash advances must be accounted for and expense receipts are required.

The following business expenses will be reimbursed:

- Travel Expense
- Automobile/Mileage
- Lodging
- Tips

## Business Meals

This list is not all-inclusive. See the Dean of your division or the Director of Accounting regarding additional reimbursable business expenses.

## Personal Property

The School is not responsible for loss or damage to personal property. Valuable personal items, such as purses and all other valuables should not be left in areas where theft might occur.

## Identification Badges

You will be issued an identification badge upon hire. It must be worn where it can be seen at all times when you are working. Identification Badges are considered school property and must be returned upon request.

## Visitors

All visitors must first check in at the security desk. Visitors are not allowed in any area of the building without being accompanied by an authorized staff member. Under no circumstances will visitors be allowed in confidential, unauthorized or potentially hazardous areas.

Family and friends (including children) visiting for an extended amount of time is prohibited.

## **Natural Disasters**

Natural disasters, including earthquakes, hurricanes, mudslides, floods and fires are to be expected from time to time. Although driving may be difficult in some areas due to damaged freeways and streets, when caution is exercised the roads are normally passable or alternate routes are available. Except in severe cases, we are all expected to work our regular hours.

Faculty may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

If extreme weather conditions or a natural disaster require closing of the building, you will be notified by the School.

## **Personal Telephone Calls**

It is important to keep our telephone lines free for business related calls. Although the occasional use of the School's telephones for a personal emergency may be necessary, routine personal calls should be kept to a minimum.

## **Acceptable Use of Electronic Communications**

This policy contains guidelines for Electronic Communications created, sent, received, used, transmitted, or stored using School communication systems or equipment and staff member provided systems or equipment used either in the workplace, during working time or to accomplish work tasks. "Electronic Communications" include, among other things, messages, images, data or any other information used in e-mail, instant messages, voice mail, fax machines, computers, personal digital assistants (including Blackberry, iPhone, iPad, tablet, smart phone or similar devices), text messages, pagers, telephones, cellular and mobile phones including those with cameras, Intranet, Internet, back-up storage, information on a memory or flash key or card, jump or zip drive or any other type of internal or external removable storage drives. In the remainder of this policy, all of these communication devices are collectively referred to as "Systems."

Faculty may use our Systems to communicate internally with co-workers or externally with students, suppliers, vendors, advisors, and other business acquaintances for business purposes.

All Electronic Communications contained in School Systems are School records and/or property. Although a staff member may have an individual password to access our Systems, the Systems and Electronic Communications belong to the School. The Systems and Electronic Communications are accessible to the School at all times including periodic unannounced inspections. Our Systems and Electronic Communications are subject to use, access, monitoring, review, recording and disclosure without further notice. Our Systems and Electronic Communications are not confidential or private. The School's right to use, access, monitor, record and disclose Electronic Communications without further



notice applies equally to staff member-provided systems or equipment used in the workplace, during working time, or to accomplish work tasks.

Faculty may not use our Systems in a manner that violates our policies including but not limited to Equal Employment Opportunity, No Harassment, Confidentiality of Student Matters, Protecting School Information, Non-Solicitation, Distribution, Electronic and Voice Mail Monitoring, Non-fraternization with Students and Internet Usage. Faculty may not use our Systems in any way that may be seen as insulting, disruptive, obscene, offensive, or harmful to morale. Examples of prohibited uses include, but are not limited to, sexually-explicit drawings, messages, images, cartoons, or jokes; propositions or love letters; ethnic or racial slurs, threats of violence or bullying, or derogatory comments; or any other message or image that may be in violation of School policies or federal, state or local law.

In addition, faculty may **not** use our Systems:

- To download, save, send or access any discriminatory or obscene material;
- To download anything from the internet (including shareware or free software) without the advance permission of the School's Director of IT;
- To download, save, send or access any site or content that the School might deem "adult entertainment;"
- To access any "blog" or otherwise post a personal opinion on the Internet or our Intranet (see Social Media policy);
- To solicit;
- To attempt or to gain unauthorized or unlawful access to computers, equipment, networks, or systems of the School or any other person or entity;

- In connection with any infringement of intellectual property rights, including but not limited to, copyrights; and
- In connection with the violation or attempted violation of any law.

A faculty member may not misrepresent, disguise, or conceal his or her identity or another's identity in any way while using Electronic Communications; make changes to Electronic Communications without clearly indicating such changes; or use another person's account, mail box, password, etc. without prior written approval of the account owner and without identifying the actual author.

Faculty must always respect intellectual property rights such as copyrights and trademarks. They must not copy, use, or transfer trade secrets or proprietary materials of the School or others without appropriate authorization. Faculty may not install password or encryption programs without the written permission of the School's IT Director. Faculty may not use the passwords and encryption keys belonging to others.

Numerous state and federal laws apply to Electronic Communications. The School will comply with applicable laws. Faculty also must comply with applicable laws and should recognize that he or she could be personally liable and/or subject to fine and imprisonment for violation of applicable laws.

This policy does not limit a faculty member's rights under Section 7 of the National Labor Relations Act. Nothing in this policy is meant to restrict a staff member's right to discuss the terms and conditions of his/her employment during non-working hours using non-School systems.

Violations of this policy may result in disciplinary action up to and including discharge as well as possible civil liabilities or criminal prosecution. Where appropriate, the School may advise legal officials or appropriate third

parties of policy violations and cooperate with official investigations. We will not, of course, retaliate against anyone who reports possible policy violations or assists with investigations.

If you have questions about the acceptable use of our Systems or the content of Electronic Communications, ask the School's IT Director for advance clarification.

## **Social Media**

The School has in place policies that govern use of its own electronic communication systems, equipment, and resources which staff members must follow. We encourage you to use good judgment when communicating via social media.

“Social media” includes all means of communicating or posting information or content of any sort on the Internet, including to your own or someone else’s web log or blog, journal or diary, personal web site, social networking or affinity web site, web bulletin board or a chat room, whether or not associated or affiliated with the School, as well as any other form of electronic communication.

The same principles and guidelines found in the School's Faculty Handbook policies apply to your activities online. Ultimately, you are solely responsible for what you post online. Before creating online content, consider some of the risks and rewards that are involved. Keep in mind that any of your conduct that adversely affects your job performance, the performance of fellow staff members or otherwise adversely affects students, vendors, suppliers, people who work on behalf of the School or its legitimate business interests may result in disciplinary action up to and including immediate discharge.

The following is a general and non-exhaustive list of guidelines you should keep in mind:

1. Always be fair and courteous to fellow employees, students, vendors, suppliers or people who work on behalf of the School. Also, keep in mind that you are more likely to resolve work related complaints by speaking directly with your co-workers or by utilizing our Talk To Us policy than by posting complaints to a social media outlet. Nevertheless, if you decide to post complaints or criticism, avoid using statements, photographs, video or audio that reasonably could be viewed as malicious, obscene, threatening or intimidating, that disparages students, staff members, vendors, or suppliers, or that might constitute harassment or bullying. Examples of such conduct might include offensive posts meant to intentionally harm someone's reputation or posts that could contribute to a hostile work environment on the basis of race, age, gender, national origin, color, disability, religion or any other status protected by federal, state or local law or company policy. Inappropriate postings that may include discriminatory remarks, harassment, retaliation, and threats of violence or similar inappropriate or unlawful conduct will not be tolerated and may subject you to disciplinary action up to and including immediate discharge.
2. Make sure you are always truthful and accurate when posting information or news. If you make a mistake, correct it quickly. Be open about any previous posts you have altered. Use privacy settings when appropriate. Remember that the Internet archives almost everything; therefore, even deleted postings can be searched. The Internet is immediate, nothing that is posted ever truly "expires." Never post any information or

rumors that you know to be false about the School, fellow employees, students, vendors, suppliers, people working on behalf of the School or competitors.

3. Maintain the confidentiality of the School trade secrets and proprietary or confidential information. Trade secrets may include information regarding the development of systems, processes, products, know-how and technology. Do not post internal reports, policies, procedures or other internal business-related confidential communications.
4. Do not create a link from your blog, website or other social networking site to the School's website without identifying yourself as a School employee.
5. Express only your personal opinions. Never represent yourself as a spokesperson for the School. If the School is a subject of the content you are creating, be clear and open about the fact that you are an employee and make it clear that your views do not represent those of the School, fellow employees, students, vendors, suppliers or people working on behalf of the School. If you do publish a blog or post online related to the work you do or subjects associated with the School, make it clear that you are not speaking on behalf of the School. It is best to include a disclaimer such as "The postings on this site are my own and do not necessarily reflect the views of The Colburn School."
6. You must refrain from using social media while on working time or while using equipment we provide, unless it is work-related as authorized by

the Vice President of Communications, or other member of management; or consistent with the Acceptable Use of Electronic Communications Policy.

7. Do not use any of the School email addresses to register on social networks, blogs or other online tools utilized for personal use.

Faculty are encouraged to report violations of this policy. The School prohibits retaliation against any employee for reporting a possible deviation from this policy or for cooperating in an investigation. Any employee who retaliates against another employee for reporting a possible deviation from this policy or for cooperating in an investigation will be subject to disciplinary action, up to and including immediate termination.

### **Press**

Staff and faculty should not speak to the media on the School's behalf or about school activities without approval from the Vice President of Communications. All media inquiries should be directed to the Publicist or Vice President of Communications. The media include print, online, radio, and TV news, and any representatives or contributors to such outlets.

### **Dress Policy**

Faculty is expected to maintain the highest standards of personal cleanliness and present a neat, professional appearance at all times.

The properly-attired individual helps to create a favorable image for the School to our students and to the public. As

such, all faculty are expected to dress in a manner appropriate for business. If you have any questions regarding appropriate business dress, please discuss them with your manager or a representative of Human Resources.

## **Personal Hygiene**

Maintaining a professional, business-like appearance is very important to the success of our School. Part of the impression you make on others depends on your choice of dress, personal hygiene and courteous behavior. A daily regimen of good grooming and hygiene is expected of everyone. Please ensure that you maintain good personal hygiene habits. While at work, you are required to be clean, dressed appropriately and well groomed.

## **Reference Checks**

The Human Resources Department will respond to inquiries about employment and will generally only confirm our staff members' dates of employment and job title unless they provide permission, in writing, to disclose salary or other information.

Under no circumstances should a faculty member provide another individual with information regarding current or former employees of our School. If you receive a request for reference information, please forward it to Human Resources.

## **Protecting School Information**

Protecting our School's information is the responsibility of every employee. Do not discuss the School's confidential business or proprietary business matters, or share confidential, personal information with anyone who does not work for us, including friends, family members, members of the media, or other business entities. You may be required to sign a nondisclosure agreement as a condition of your employment, in accordance with state and federal law.

Confidential information does not include information pertaining to the terms and conditions of a faculty member's employment. Nothing in this policy is designed to limit a staff member's rights under Section 7 of the National Labor Relations Act.

All telephone calls regarding a current or former staff member's position/compensation with our School must be forwarded to Human Resources.

Except for those staff members residing on campus, the School's address shall not be used for the receipt of personal mail.

## **Conflict of Interest/Code of Ethics**

A School's reputation for integrity is its most valuable asset and is directly related to the conduct of its officers and other staff members. Therefore, faculty must never use their positions with the School, or any of its students, for private gain, to advance personal interests, or to obtain favors or benefits for themselves, members of their families or any other individuals, corporations or business entities.



The School adheres to the highest legal and ethical standards applicable in our business. The School's business is conducted in strict observance of both the letter and spirit of all applicable laws. The integrity of each staff member is of utmost importance.

Staff members of the School shall conduct their personal affairs such that their duties and responsibilities to the School are not jeopardized and/or legal questions do not arise with respect to their association or work with the School.

The School maintains a separate Conflict of Interest policy which all employees are expected to comply with as a condition of employment.

## **Parking**

Parking facilities in the School's garage are available to staff members while working.

The School is not responsible for loss, damage or theft of your vehicle, therefore, we suggest that you lock your car doors.

## **Bulletin Board**

The School maintains a bulletin board(s) in our facility as an important source of information. These bulletin boards are to be used solely for School announcements and government postings.

## **Contact with the Media**

All media inquiries regarding the School and its operations must be referred to the Vice President of Communications. The authorization to make or approve public statements on behalf of the School rests solely with the Vice President of Communications. No faculty member, unless specifically designated by the Vice President of Communications, is authorized to make statements on behalf of or as a representative of the School.

## **Unauthorized Recording**

To maintain the security of our premises and systems, and to ensure the safety and privacy of our students, the School prohibits unauthorized photography or audio and video recording by an employee. Do not use a cell phone or any other device to make any type of unauthorized photograph or audio or video recording.

Unauthorized use or attempted access to or copying of any aspect of the School's technological systems (servers, etc), another's computer, or any of the School's technology systems, including e-mail, telephones, etc. is strictly prohibited. Any use of company equipment, resources, or system(s) that is not for the benefit of the School is not an authorized use.

Our School does not provide a "letter of reference" to former faculty members. Generally, we will confirm upon request our employee's dates of employment and job title.

Additionally, all resigning faculty should complete a brief exit interview prior to leaving. All School property, including this Faculty Handbook, must be returned at the

end of employment. Otherwise, the School may take action to recoup any replacement costs and/or seek the return of School property.

You should notify the School if your address changes during the calendar year in which discharge occurs so that your tax information will be sent to the proper address.

Approval Copy 11/1/16



## Safety in the Workplace

Approval Copy 11/1/16



## Faculty Responsibility

Safety can only be achieved through teamwork at our School. Each staff member, supervisor and manager must practice safety awareness by thinking defensively, anticipating unsafe situations and reporting unsafe conditions immediately.

Please observe the following precautions:

1. Notify your supervisor of any emergency situation. If you are injured or become sick at work, no matter how slightly, you must inform your supervisor immediately.
2. The unauthorized use of alcoholic beverages or illegal substances during working hours will not be tolerated. The unauthorized possession of alcoholic beverages or illegal substances on the School's property is forbidden.
3. Use, adjust and repair machines and equipment only if you are trained and qualified.
4. Know the proper lifting procedures. Get help when lifting or pushing heavy objects.
5. Understand your job fully and follow instructions. If you are not sure of the safe procedure, don't guess; just ask your supervisor.
6. Know the locations, contents and use of first aid and fire fighting equipment.
7. Wear personal protective equipment in accordance with the job you are performing.
8. Comply with applicable job safety and health standards.

A violation of a safety precaution is in itself an unsafe act. A violation may lead to disciplinary action, up to and including discharge.

## **Fire Drills**

Fire drills are scheduled periodically throughout the year. These drills are an important aspect of staff member safety. We expect your complete cooperation during these drills. If you have any questions concerning evacuation procedures, contact your division office.

## **Workplace Violence**

Violence by an employee or anyone else against an employee will not be tolerated. The purpose of this policy is to minimize the potential risk of personal injuries to employees at work and to reduce the possibility of damage to School property in the event someone, for whatever reason, may be unhappy with a School decision or action by a faculty member or member of management.

If you receive or overhear any threatening communications from a staff member or outside third party, report it to Human Resources at once. Do not engage in either physical or verbal confrontation with a potentially violent individual. If you encounter an individual who is threatening immediate harm to a staff member or visitor to our premises, contact Security and/or an emergency agency (such as 911) immediately.

All reports of work-related threats will be kept confidential to the extent possible, investigated and documented.



Staff members are expected to report and participate in an investigation of any suspected or actual cases of workplace violence and will not be subjected to disciplinary consequences for such reports or cooperation.

## **Workplace Searches**

To protect the property and to ensure the safety of all employees, students and the School, the School reserves the right to conduct searches consistent with state law, and to inspect any packages, parcels, purses, handbags, brief cases, lunch boxes or any other possessions or articles carried to and from the School's property. In addition, the School reserves the right to search any faculty office, desk, files, locker, equipment or any other area or article on our premises. In this regard, it should be noted that all offices, desks, files, lockers, equipment, etc. are the property of the School, and are issued for the use of staff members only during their employment. Inspection may be conducted at any time at the discretion of the School.

## **Hazard Communication**

Our School may use some chemicals (e.g., cleaning compounds, inks, etc.) in some of our operations. If you are unfamiliar with the handling, use, storage and control measures relating to these substances, please request training from your supervisor or manager.

## **Good Housekeeping**

Good work habits and a neat place to work are essential for job safety and efficiency. You are expected to keep your studio, office, or classroom organized and in good order at all times. Report anything that needs repair or replacement to your supervisor or manager.

## **Use of School Facilities for Non-School Activities**

Use of School facilities for non-school activities must be approved in advance by the dean of your division, and scheduled appropriately with the Production Department.. A fee may be charged. Inappropriate or unauthorized use of School facilities may be subject to disciplinary action.

## **Smoking in the Workplace**

Our School is committed to providing a safe and healthy environment for employees and visitors. Smoking is allowed only in designated outdoor areas.

## **No Weapons in the Workplace**

Possession, use or sale of weapons, firearms or explosives on work premises, while operating School machinery, equipment or vehicles for work-related purposes or while engaged in School business off premises is forbidden except where expressly authorized by the School and permitted by state and local laws. This policy applies to all staff members, including but not limited to, those who have a valid permit to carry a firearm.

If you are aware of violations or threats of violations of this policy, you are required to report such violations or threats of violations to your supervisor immediately.

Violations of this policy will result in disciplinary action, up to and including discharge.

Approval Copy 11/16

## **In An Emergency**

Your dean should be notified immediately when an emergency occurs. Emergencies include all accidents, medical situations, bomb threats, other threats of violence, and the smell of smoke. In the absence of your manager, contact the nearest School official.

Should an emergency result in the need to communicate information to staff members outside of business hours, your manager will contact you. Therefore, it is important that staff members keep their personal emergency contact information up to date. Notify your manager when this information changes.

When events warrant an evacuation of the building, you should follow the instructions of your manager or any other member of management. You should leave the building in a quick and orderly manner. You should assemble at the pre-determined location as communicated to you by your manager to await further instructions or information.

Please direct any questions you may have about the School's emergency procedures to Human Resources.

## **Background Checks**

It is the policy of The Colburn School to conduct pre-employment and subsequent background checks, including fingerprint background checks, as a condition of employment and continued employment.

## **Substance Abuse Policy**

Faculty are prohibited from reporting to work or working while under the influence of illegal or unauthorized substances. Faculty are prohibited from reporting to work or working when the staff member uses any controlled substance, except when the use is pursuant to a doctor's orders and the doctor advised the staff member that the substance does not adversely affect the staff member's ability to safely perform his or her job duties.

In addition, faculty are prohibited from engaging in the unlawful or unauthorized manufacture, distribution, sale or possession of illegal or unauthorized substances and alcohol in the workplace including: on School paid time, on School premises, in School vehicles, or while engaged in School activities.

Your employment or continued employment with the School is conditioned upon your full compliance with the foregoing substance abuse policy. Any violation of this policy may result in disciplinary action, up to and including discharge.

Consistent with its fair employment policy, the School maintains a policy of non-discrimination and reasonable accommodation with respect to recovering addicts and alcoholics, and those having a medical history reflecting treatment for substance abuse conditions. We encourage staff members to seek assistance before their substance or alcohol use renders them unable to perform their essential job functions or jeopardizes the health and safety of themselves or others. The School will attempt to assist its staff members through referrals to rehabilitation, appropriate leaves of absence and other measures consistent with the School's policies and applicable federal, state or local laws.

The School further reserves the right to take any and all appropriate and lawful actions necessary to enforce this substance abuse policy

Although the State has legalized marijuana for medicinal purposes, the School is not required to allow the medicinal use of marijuana in the workplace. Use is strictly prohibited on School property.

Approval Copy 11/1/16

## **Receipt of Faculty Handbook and Employment-At-Will Statement Employee Copy**

This is to acknowledge that I have received a copy of The Colburn School Faculty Handbook and I understand that it contains information about the employment policies and practices of the School. I agree to read and comply with this Faculty Handbook. I understand that the policies outlined in this Faculty Handbook are management guidelines only, which in a developing business will require changes from time to time. I understand that the School retains the right to make decisions involving employment as needed in order to conduct its work in a manner that is beneficial to the staff members and the School. I understand that this Faculty Handbook supersedes and replaces any and all prior Faculty Handbooks and any inconsistent verbal or written policy statements.

I understand that except for the policy of at-will employment, the School reserves the right to revise, delete and add to the provisions of this Faculty Handbook at any time without further notice and will notify me when such changes occur. No one other than the President may authorize changes and revisions to the policies in the Handbook. I understand that no oral statements or representations can change the provisions of this Faculty Handbook.

I understand that this Faculty Handbook is not intended to create contractual obligations with respect to any matters it covers and that the Faculty Handbook does not create a contract guaranteeing that I will be employed for any specific time period.

**THIS SCHOOL IS AN AT-WILL EMPLOYER. THIS MEANS THAT REGARDLESS OF ANY PROVISION IN THIS STAFF MEMBER HANDBOOK, THE SCHOOL OR I MAY TERMINATE THE EMPLOYMENT**

**RELATIONSHIP AT ANY TIME, FOR ANY REASON, WITH OR WITHOUT CAUSE OR NOTICE. NOTHING IN THIS STAFF MEMBER HANDBOOK OR IN ANY DOCUMENT OR STATEMENT, WRITTEN OR ORAL, SHALL LIMIT THE RIGHT TO TERMINATE EMPLOYMENT AT-WILL. NO OFFICER, STAFF MEMBER OR REPRESENTATIVE OF THE SCHOOL IS AUTHORIZED TO ENTER INTO AN AGREEMENT—EXPRESS OR IMPLIED—WITH ME OR ANY STAFF MEMBER FOR EMPLOYMENT FOR A SPECIFIED PERIOD OF TIME. ANY AGREEMENT TO EMPLOYMENT FOR A SPECIFIED PERIOD OF TIME WILL BE PUT INTO WRITING AND SIGNED BY THE PRESIDENT OF THE SCHOOL.**

I understand that this Faculty Handbook refers to current benefit plans maintained by the School and that I must refer to the actual plan documents and summary plan descriptions as these documents are controlling.

I have read and understand the Vacation Policy in this Faculty Handbook.

Initials \_\_\_\_\_ Date \_\_\_\_\_

I have received a copy of the company's Arbitration agreement.

Initials \_\_\_\_\_ Date \_\_\_\_\_

I have received a copy of the company's Confidentiality agreement.

Initials \_\_\_\_\_ Date \_\_\_\_\_

I also understand that if a written contract is inconsistent with the Faculty Handbook, the written contract is controlling.

If I have questions regarding the content or interpretation of this Faculty Handbook, I will ask my supervisor or a member of management.



NAME \_\_\_\_\_

DATE \_\_\_\_\_

FACULTY  
SIGNATURE \_\_\_\_\_

Approval Copy 11/1/16



## **Receipt of Faculty Handbook and Employment-At-Will Statement Employee Copy**

This is to acknowledge that I have received a copy of The Colburn School Faculty Handbook and I understand that it contains information about the employment policies and practices of the School. I agree to read and comply with this Faculty Handbook. I understand that the policies outlined in this Faculty Handbook are management guidelines only, which in a developing business will require changes from time to time. I understand that the School retains the right to make decisions involving employment as needed in order to conduct its work in a manner that is beneficial to the staff members and the School. I understand that this Faculty Handbook supersedes and replaces any and all prior Faculty Handbooks and any inconsistent verbal or written policy statements.

I understand that except for the policy of at-will employment, the School reserves the right to revise, delete and add to the provisions of this Faculty Handbook at any time without further notice and will notify me when such changes occur. No one other than the President may authorize changes and revisions to the policies in the Handbook. I understand that no oral statements or representations can change the provisions of this Faculty Handbook.

I understand that this Faculty Handbook is not intended to create contractual obligations with respect to any matters it covers and that the Faculty Handbook does not create a contract guaranteeing that I will be employed for any specific time period.

**THIS SCHOOL IS AN AT-WILL EMPLOYER. THIS MEANS THAT REGARDLESS OF ANY PROVISION IN THIS STAFF MEMBER HANDBOOK, THE SCHOOL OR I MAY TERMINATE THE EMPLOYMENT**

**RELATIONSHIP AT ANY TIME, FOR ANY REASON, WITH OR WITHOUT CAUSE OR NOTICE. NOTHING IN THIS STAFF MEMBER HANDBOOK OR IN ANY DOCUMENT OR STATEMENT, WRITTEN OR ORAL, SHALL LIMIT THE RIGHT TO TERMINATE EMPLOYMENT AT-WILL. NO OFFICER, STAFF MEMBER OR REPRESENTATIVE OF THE SCHOOL IS AUTHORIZED TO ENTER INTO AN AGREEMENT—EXPRESS OR IMPLIED—WITH ME OR ANY STAFF MEMBER FOR EMPLOYMENT FOR A SPECIFIED PERIOD OF TIME. ANY AGREEMENT TO EMPLOYMENT FOR A SPECIFIED PERIOD OF TIME WILL BE PUT INTO WRITING AND SIGNED BY THE PRESIDENT OF THE SCHOOL.**

I understand that this Staff Member Handbook refers to current benefit plans maintained by the School and that I must refer to the actual plan documents and summary plan descriptions as these documents are controlling.

I have read and understand the Vacation Policy in this Faculty Handbook.

Initials \_\_\_\_\_ Date \_\_\_\_\_

I have received a copy of the company's Arbitration agreement.

Initials \_\_\_\_\_ Date \_\_\_\_\_

I have received a copy of the company's Confidentiality agreement.

Initials \_\_\_\_\_ Date \_\_\_\_\_

I also understand that if a written contract is inconsistent with the Faculty Handbook, the written contract is controlling.

If I have questions regarding the content or interpretation of this Faculty Handbook, I will ask my supervisor or a member of management.

NAME \_\_\_\_\_

DATE \_\_\_\_\_

FACULTY  
SIGNATURE \_\_\_\_\_

Approval Copy 11/1/16



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