



**Preparatory and Adult Extension
FACULTY MANUAL**

September, 2007

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1.1 INTRODUCTION

This Manual summarizes many of the personnel policies and benefits of the San Francisco Conservatory of Music and will acquaint you with many of the rules concerning your employment. Except for the policy on at-will employment, it is not intended to be a contract, express or implied, and is not intended to create any legally enforceable obligations on the part of the Conservatory or its employees. This Manual supersedes and replaces the Faculty Manual dated September, 2005 and all other personnel policies, practices and guidelines, whether oral or written. To avoid any confusion, you should discard any old manuals you may have in your possession.

Be informed about the guidelines in this Manual. Consult with Human Resources or, alternately, the Administration if you have questions regarding any employment policy or procedure, whether or not it is explained in this Manual, as well as questions about your position, employment status, or benefits. With the exception of its policy of at-will employment and those policies compelled by law, the Conservatory reserves the right to modify, delete or supplement provisions of this Manual, with or without notice. Updated pages will be distributed to you when revisions are made. It is your responsibility to keep current with announced changes.

The standards of conduct described in this Manual apply to all faculty employees, including all part-time, hourly and temporary employees.

1.2. GENERAL POLICIES

1.2.1 EMPLOYMENT AT-WILL

Employment at the Conservatory is terminable at will. At-will employment means that either you or the Conservatory may terminate the employment relationship at any time, for any legal reason, with or without cause. No one other than the President is authorized to change this arrangement, enter into an agreement for employment for a specified period of time or to make any agreement contrary to this policy. Further, any such agreement must be in writing and signed by the President of the Conservatory.

1.2.2 EQUAL EMPLOYMENT OPPORTUNITY

It is the policy of the San Francisco Conservatory of Music to provide equal employment opportunities for all applicants and employees. It is the Conservatory's policy to employ, train, retain, promote, terminate and otherwise treat all employees and job applicants on the basis of merit, qualifications and competence, and without discrimination on the basis of race, religion, sex, national origin, ethnicity, age, physical or mental disability, political affiliation, sexual orientation, gender identity, color, marital status or medical condition, or any other characteristic protected by federal or state law or local ordinance. The Conservatory will make reasonable accommodation, whenever necessary, for applicants and employees with disabilities, if the individual is otherwise qualified to safely perform the essential functions of the position.

Every Conservatory employee is responsible for assuring that discrimination on any of these bases does not occur in the workplace.

1.2.3 UNLAWFUL HARASSMENT

The San Francisco Conservatory of Music is committed to providing a work environment that is free of discrimination. In keeping with this policy, the Conservatory strictly prohibits illegal harassment of any kind, including: harassment on the basis of sex (including sexual harassment, gender harassment and harassment based on pregnancy, childbirth or related medical conditions); race; color; religion; age; the presence of any sensory, mental or physical disability; HIV status; gender identity; national origin; marital status; veteran status; or any other basis prohibited by federal or state law or local ordinance. This policy applies to all agents and employees, including managers and non-management employees, student employees, as well as non-employees. It also extends to harassment of or by vendors, independent contractors, and others doing business with the employer.

We will not tolerate conduct by an employee that harasses, disrupts or interferes with another employee's work performance or that creates an intimidating, offensive or hostile work environment. This policy covers conduct in the workplace, conduct at social functions we

sponsor—such as holiday parties and sporting events—and conduct at Conservatory business off our premises.

Be aware that the following behaviors may be perceived as intimidating or creating a hostile environment:

Verbal conduct such as jokes, epithets, slurs and unwelcome remarks about an individual's body, dress, clothing, color, physical appearance or talents, derogatory comments, questions about a person's sexual practices; and patronizing terms or remarks;

Physical conduct such as physical interference with normal work, impeding or blocking movement, assault, unwelcome physical contact or touching, massaging, patting, and staring at a person's body; and

Visual conduct such as offensive or obscene photographs, calendars, posters, cards, cartoons, drawings and gestures, display of sexual, suggestive or lewd objects, and unwanted love letters or notes.

Retaliation for having reported harassment, opposing harassment, or participating in an investigation of suspected harassment.

Use of computers, including the Internet and the e-mail system, to transmit, communicate or receive sexually suggestive, pornographic or sexually explicit pictures, messages or material.

There are two distinct categories of sexual harassment. Sexual harassment occurs when submission to or rejection of unwelcome sexual conduct by an individual is used as a basis for employment decisions affecting that individual. This form of harassment also occurs when submission to sexual conduct is made a condition for receiving concrete employment benefits. Sexual harassment also occurs when unwelcome sexual conduct unreasonably interferes with an individual's job performance or creates an intimidating, hostile or offensive working environment, even if it does not lead to tangible or economic job consequences. Sexually harassing conduct includes verbal harassment, physical harassment, visual harassment, as well as other unwelcome conduct that is gender-based, such as requests for sexual favors, conversation including sexual comments and unwelcome sexual advances or propositions. It also includes retaliation for having reported perceived acts of harassment.

Sexual harassment includes conduct against women by men, conduct against men by women, and the gender-based conduct against individuals of the same sex as the harasser. Any employee or other person who believes that s/he has been harassed by a co-worker, manager, or agent of the Conservatory, or who has witnessed harassing conduct, should promptly report the facts of the incident to your manager or to Human Resources or, if you choose, to the dean or vice president and, wherever possible, to do so by preparing a written summary and in person delivering the summary to that person and discussing it as well. We encourage the prompt reporting of complaints so that we may respond rapidly and take appropriate remedial action, if necessary.

When we learn of an incident of harassing conduct, we will conduct a thorough, objective and complete investigation of the complaint, in a manner that is confidential, but consistent with a thorough investigation. Information obtained during the investigation will be disclosed only on a need-to-know basis. Normally, investigation of a complaint will include interviews with the complainant, the accused and any named or apparent witnesses. At the conclusion of the investigation, we will ordinarily make a determination about whether a violation of this policy has occurred. Our policy is to communicate our findings to the accused, the complainant, and, when appropriate, to other persons who are directly concerned.

If we determine that a violation of this policy has occurred, the Conservatory should take timely and effective remedial action commensurate with the severity of the offense. This action will include disciplinary action against the harasser, up to and including termination. That this action has occurred should be communicated to the complainant. Steps will be taken as necessary to prevent any further harassment. We take all harassment complaints seriously, and want the opportunity to resolve any problems that may arise. No employee will be retaliated against or otherwise disciplined for reporting an incident of harassment, or for participating in an investigation.

Each employee will be asked to acknowledge that he/she has read, understands, and will comply with all aspects of the policy against unlawful harassment, and promises that he/she will not violate the law or the Conservatory's policy.

1.2.4 POLICY ON CONSENSUAL RELATIONS BETWEEN FACULTY AND STUDENTS

Sexual relations between students and faculty members with whom they also have an academic or evaluative relationship are fraught with the potential for exploitation. The respect and trust accorded a professor by a student, as well as the power exercised by the professor in an academic or evaluative role, make voluntary consent by the student suspect. Even when both parties initially have consented, the development of a sexual relationship renders both the faculty member and the institution vulnerable to possible later allegations of sexual harassment in light of the significant power differential that exists between faculty members and students.

In their relationships with students, members of the faculty are expected to be aware of their professional responsibilities and to avoid apparent or actual conflict of interest, favoritism, or bias. When a sexual relationship exists, effective steps should be taken to ensure unbiased evaluation or supervision of the student, as follows:

1. Inform the Dean.
2. Inform the department chair.
3. Take steps to remove the student from any existing advisory or evaluative relationship.
4. Take steps to ensure that no advisory or evaluative relationship will exist through the student's graduation from SFCM.

Failure to follow the process above in a timely and responsible fashion will result in disciplinary action against the faculty member, up to and including dismissal.

Each employee will be asked to acknowledge that he/she has read, understands, and will comply with all aspects of the policy on consensual relations between faculty and students, and promises that he/she will not violate the Conservatory's policy.

1.2.5 INTERNET, E-MAIL AND ELECTRONIC COMMUNICATIONS POLICY

The Conservatory has established this Internet, e-mail, and electronic communications policy in an effort to make certain that employees utilize electronic communications devices in a legal, ethical, and appropriate manner. We have devised this policy in a manner that addresses the Conservatory's legal responsibilities and concerns regarding the fair and proper use of all electronic communications devices with the organization.

Scope of Policy

This policy extends, by way of example only, to all features of the Conservatory's electronic communications systems, including computers, e-mail, connections to the Internet and World Wide Web and other internal or external networks, voice mail, video conferencing, facsimiles and telephones. Any other form of electronic communication used by employees currently or in

the future is also intended to be encompassed under this policy. Every employee is subject to this policy and is expected to read, understand, and comply fully with its provisions. The Conservatory respects the individual privacy of employees, but your privacy does not extend to work-related conduct and use of the Conservatory's equipment or software. You should be aware that these guidelines may affect your privacy in the workplace.

Violation of these guidelines is a serious matter, and may result in disciplinary action, up to and including immediate termination of employment.

Management's Right to Access Information. The Conservatory has installed e-mail, voicemail and computer network systems, and Internet access to facilitate business communications. You have individual passwords to access these systems to prevent unauthorized access to information. However, passwords do not confer any right of privacy, as these systems belong to the Conservatory. The contents of communications and data transmitted over, or stored in, these systems, are accessible at all times by management. These systems may be subject to periodic unannounced inspections and should be treated like other shared filing systems.

E-mail and voicemail messages are Conservatory records. The contents of these messages may be disclosed within the Conservatory without your permission. Therefore, you should not assume that your messages are confidential. Back-up copies of e-mail may be maintained and referenced for legal and business reasons. The Conservatory has the right, but not the duty, to monitor any and all aspects of the computer system, including, but not limited to, monitoring sites employees visit on the Internet, monitoring chat groups and newsgroups, reviewing material downloaded or uploaded by employees, and reviewing e-mail messages sent and received by employees. We may monitor our computers to determine compliance with Conservatory policies, to investigate possible misconduct, to locate information, or for any other purpose. By using the Conservatory's computers, you waive any right to privacy in anything you create, store, send or receive on the computer or the Internet.

Personal Use. Occasional and incidental personal use of the e-mail and computer systems for the following purposes is allowed if it does not interfere with your work or present an actual or potential conflict of interest with our business, and does not violate any other Conservatory policy:

1. To send and receive occasional personal communications;
2. To prepare and store incidental personal information in a reasonable manner; and
3. To access the Internet for brief personal searches and inquiries during off duty hours, provided that you observe all other usage guidelines.

All personal communications and stored data will be treated the same as other communications and data. We may access and disclose, as necessary, all communications and data in its systems, without regard to content.

Since your personal messages can be accessed by management without prior notice to you, you should not use e-mail to transmit messages you would not want disclosed to a third party. For example, you should not use e-mail for gossip, including personal information about yourself or others, for forwarding messages under circumstances likely to embarrass the sender or for emotional responses to business correspondence or work situations. In addition, you should not use e-mail for messages that are defamatory, intimidating or threatening in nature.

The Conservatory assumes no liability for loss, damage, destruction, alteration, disclosure or misuse of any personal data or communications transmitted over or stored on our computers. In addition, we assume no liability for the loss or non-delivery of any personal e-mail communications or any personal data stored on any Conservatory property.

Harassment And Discrimination. Employees may not use our e-mail, voicemail, computer network or Internet access for storing, transmitting, or receiving any information that may be seen by others as discriminatory or harassing in any way. As is set forth more fully in our policies prohibiting discrimination and harassment, the Conservatory does not tolerate discrimination or harassment based on sex (including gender, pregnancy, and childbirth or related medical conditions), race, color, religion, national origin, ancestry, age, physical disability, mental disability, medical condition, marital status, sexual orientation, gender identification, family care or medical leave status, veteran status or any other characteristic protected by State and federal law or local ordinance.

Examples of forbidden transmissions include sexually explicit photographs, messages, cartoons or jokes, unwelcome propositions or love letters, ethnic or racial slurs.

Solicitation. You may not use our e-mail or Internet access to solicit or proselytize others for commercial ventures, religious or personal causes, outside organizations, or other similar, non-job-related matters.

Copyright Laws. You may not use the Conservatory's computer network or Internet access to copy, retrieve, forward, or send copyrighted materials unless you have the author's permission or you are accessing a single copy only for your own purposes. The placement of material on the Internet does not waive copyrights in the material. Copyright laws give the copyright owner the exclusive right to reproduce, distribute, modify, publicly perform, and publicly display the material.

Protecting Confidential Information. Much of the information we use in our day-to-day business is confidential and proprietary. If disclosed, this information could lose its confidential status, making it impossible for us to protect this information in the future.

For these reasons, the following rules apply to the use of e-mail, Internet and remote access to the Conservatory's computer network where confidential information is involved.

- Never transmit confidential or proprietary information over the Internet. Our Internet Service Provider (ISP) cannot guarantee the confidentiality of communications, which can be inadvertently misdirected.

- Do not use e-mail to communicate confidential information unless you are sure that the information is being communicated to an authorized recipient only. The message communicating the information must be clearly marked as “Confidential.” Be aware that nothing can guarantee e-mail privacy.
- If working remotely, you may not download any confidential or proprietary files or documents to your home computer. If you must work on these materials from a remote location, you must use the computer network without transferring the file or document to your remote location.

Downloading Unauthorized Software. All software in use on the Conservatory’s computers is officially licensed software. No software may be loaded, installed or used, by any means of transmission that has not been duly paid for and licensed appropriately for the use to which it is being put. In addition, you may not download or install software obtained from the Internet or from computers or networks that do not belong to the Conservatory, even though the software files may be “free.”

The Conservatory may authorize in advance and in writing the loading of personal software, but this authorization will not be given until the software to be loaded has been thoroughly scanned for viruses.

Internet Usage. The Conservatory has installed an Internet gateway that allows all employees to send and receive messages via the Internet, and to “surf the Net” to retrieve information. You may use this service occasionally for incidental personal uses, provided the use is responsible and meets these guidelines.

You may not use our Internet access to retrieve, download, or contribute to any of the following:

- Gross, indecent, or sexually-explicit photographs, pictures or other similar materials;
- Jokes, games or other information that may be seen as harassing, intimidating or disparaging people because of their race, age, sex, religion, national origin, ancestry, sexual orientation or any other characteristic protected by law.
- Job-search sites;
- Political sites;
- Gambling sites;
- Illegal drug-oriented sites;
- Politically oriented sites or sites devoted to influencing legislation or public policy;

- Chain letters; and
- Any other purpose that is illegal, in violation of our policy, or contrary to the Company's interests.

Do not sign "guest books" at any Web sites or post messages to Internet news groups or discussion groups at Web sites of personal interest. These actions may generate junk electronic mail and may expose the Conservatory to liability or unwanted attention. Any messages or information that you send via our Internet gateway could expose the Conservatory to adverse consequences, even if a personal "disclaimer" is included in the message.

It is considered inappropriate use of the Conservatory's electronic communications systems (E-Mail, Fax, Internet) to support or oppose any outside organizations or causes.

The Conservatory's home page is under the supervision of the Senior Manager for Communications. No changes may be made to the home page and no hyperlinks may be added to it to any other home pages without the advance approval of the Senior Manager.

You may only access the Internet through an approved Internet firewall. Accessing the Internet directly, by modem, is strictly prohibited unless the accessing computer is not connected to the Conservatory's network.

Sending, receiving, displaying, printing, or otherwise disseminating material that is fraudulent, harassing, illegal, embarrassing, sexually explicit, obscene, intimidating, or defamatory is prohibited. Employees encountering such material should report it to management immediately.

All material downloaded from the Internet or from computers or networks that do not belong to the Conservatory MUST be scanned for viruses and other destructive programs before being placed onto our computer system.

We will not be responsible for any damages, direct or indirect, arising out of the use of our Internet resources.

Security. Employees have passwords to access our information systems, and no password may be used that is not known to management. You may not establish a password without informing the Information Services Manager. You are expected to maintain your password as confidential, and to not share your password with co-workers.

No encryption program may be used until it is approved by the Information Services Manager. All encryption keys must be made available to management.

For network security purposes, all systems connecting our network resources to the Internet must be approved, operated and managed by the Conservatory.

Deleted Information. Deleting or erasing information or messages maintained on the Conservatory's computers may be ineffective. Any information kept on these computers may be electronically recalled or recreated, even if it may have been "deleted" or "erased" by an employee. Because we regularly back up all files and messages, and because of the way in which computers re-use file storage space, files and messages that are thought to have been deleted or erased may continue to exist.

1.2.6 WORKPLACE SECURITY POLICY

The Conservatory is firmly committed to providing a workplace that is free from acts of violence or threats of violence. Although some kinds of violence result from societal problems that are beyond our control, we believe that measures can be adopted to increase protection for employees and to provide a secure workplace. In keeping with this commitment, we have established a strict policy that prohibits any employee from threatening or committing any act of violence in the workplace, while on duty, while on Conservatory-related business, or while operating any vehicle or equipment owned or leased by the Conservatory. This policy applies to all employees, including faculty, staff and student workers.

In order to achieve our goal of providing a workplace that is secure and free from violence, we must enlist the support of all employees. Compliance with this policy and the company's commitment to a "zero tolerance" policy with respect to workplace violence is every employee's responsibility.

Employees are required to immediately report any unsafe condition or hazard that they discover in the workplace to Security, the Human Resources Manager, the Dean, their department head, their manager/supervisor, the Program Administrator, or a member of the Safety Committee. The matter can then be investigated and the appropriate action will be taken. This may include the imposition of disciplinary action upon any employee who violates this policy, up to and possibly including immediate termination.

Security: 503-6280

In the event of a medical emergency: Call 911 or the local police number: 553-0123.

Incident reports are confidential and can be released only to victims, their representatives, certain Conservatory officials or by court order. Certain incidents or crimes may require the notification of outside law enforcement agencies. In these cases, all efforts to maintain victim/reportee confidentiality will be made.

If employees become aware of any workplace security hazards or identify methods of increasing security in the workplace, they should report that information to a member of the Administration or to the Human Resources Manager. Employees are required to report violations of this policy, including any incidents involving actual or threatened violence. They may do so without fear of retaliation of any kind. If you have any questions concerning this policy, please feel free to contact the Human Resources Manager at your convenience.

1.2.7 DRUG-FREE WORKPLACE POLICY

The Conservatory maintains a workplace free of drugs and alcohol pursuant to the federal Drug-Free Workplace Act of 1988 and the California Drug-Free Workplace Act of 1990.

Consistent with this policy, the Conservatory has established the following guidelines about the use, possession and sale of controlled substances and alcohol by its employees. Your compliance with these guidelines is a condition of your employment with the Conservatory.

1. The illegal use, sale, manufacture, dispensation, distribution or possession of controlled substances while on the job or on Conservatory property is prohibited and will result in discipline, up to and including immediate discharge. Similarly, reporting for work under the influence of controlled substances is prohibited and will result in discipline, up to and including immediate discharge.
2. If you are arrested for a drug-related offense and are awaiting trial, you will be suspended without pay (1) until all charges against you are dismissed; (2) until you plead guilty; or (3) until your trial results in a verdict. If you plead guilty, you will be terminated.
3. As a condition of employment, employees must notify the Conservatory within five (5) days of any conviction for any violation of any criminal drug statute, where the violation occurred in the workplace. The Conservatory must notify the federal agencies from which it has grants within ten (10) days of receiving notice of such a conviction from an employee or some other source.
4. The illegal use of controlled substances off duty and off Conservatory premises is unacceptable. It can have a poor effect on your job performance. Conviction for the illegal use, sale or possession of narcotics, drugs, or controlled substances off duty or off Conservatory property also may result in discharge.
5. Alcohol may not be consumed on Conservatory property during working hours, except for Conservatory-sponsored social functions. Conservatory policy prohibits the use of alcohol on Conservatory property or during working hours, as well as reporting to work under the influence of alcohol. Violation of this policy will result in discipline up to and including immediate discharge. The only exceptions to this policy are those occasions when we hold a social gathering, and alcoholic beverages are provided. However, in this situation, your consumption of alcohol should be reasonable under the circumstances, and you are expected to comply with our rules prohibiting unlawful sexual harassment and other forms of unlawful harassment. Otherwise, drinking during meal breaks or at any other time while on duty is inappropriate.
6. Managers and supervisors should be attentive to the performance and conduct of those who work with them and should not permit an employee to work in an impaired condition or otherwise in violation of this policy. When management has reasonable suspicion that an employee is working in violation of this policy, prompt action will be taken.

7. The legal use of controlled substances, such as prescription drugs prescribed by a licensed physician or over-the-counter medications, is not prohibited by this policy. However, if you cannot safely perform all of the essential functions of your job because you are taking prescription or over-the-counter medicine, the Conservatory may require you to see a doctor, at the Conservatory's expense. You may be discharged or required to take a leave of absence if the doctor concludes that you cannot safely perform the essential functions of your position because you are using prescription or over-the-counter medicine.
8. The Conservatory has established a drug-free awareness program to inform employees about the dangers of drug use in the workplace, the Conservatory's policy of maintaining a drug-free workplace, and the penalties that may be imposed on employees for drug abuse violations. Employees will receive training pursuant to this program periodically.
9. The Conservatory will reasonably accommodate any employee who wishes to voluntarily enter and participate in an alcohol or drug rehabilitation program. The Conservatory maintains a list of available drug counseling, rehabilitation and employee assistance programs. The Conservatory will safeguard the privacy of employees who enroll in such programs.
10. It is the responsibility of an employee to seek help before his or her alcohol or controlled substances problems lead to disciplinary action. An employee's decision to seek assistance will not be used as the basis of discipline. However, seeking help will not prevent imposition of discipline if facts exist indicating that the employee has violated this policy, separate from the seeking of assistance.
11. Every employee must specifically acknowledge receipt of this policy and agree, as a condition of employment, to abide by its terms. Each employee must sign a form that reads as follows:

I, _____, hereby certify that I have read the Conservatory's Drug-Free Workplace Policy and agree to abide fully by its terms. I understand that any violation of the policy may result in serious disciplinary action, up to and including the possibility of immediate discharge.

1.2.8 EMPLOYEES WITH LIFE-THREATENING ILLNESSES

The San Francisco Conservatory of Music recognizes that employees with life-threatening illnesses including, but not limited to, cancer, heart disease, and HIV disease (AIDS) or any related condition, such as Aids Related Complex (ARC), may wish to continue to engage in as many of their normal activities (including work) as their condition allows. These employees will be allowed to work as long as they can perform the essential functions of their positions, with or without reasonable accommodation, and without endangering their own health and safety or the health and safety of others. Supervisors should be sensitive to their conditions and ensure that they are treated consistently with other employees. The Conservatory will treat life-threatening illnesses the same as other illnesses in terms of employee benefits.

Consistent with this concern for employees with life-threatening illnesses, and consistent with currently available medical information, the Conservatory will assist affected employees whenever

possible through referrals to agencies and organizations that offer supportive services for life-threatening illnesses. Employees who are affected with any life-threatening illness will be treated with compassion and understanding in dealing with their personal crisis. Co-workers will be expected not to refuse to work or withhold their services for fear of contracting the life-threatening illness by working with the affected person, and not to harass or otherwise discriminate against the affected person. Employees who refuse to work with, or who harass or discriminate against an employee with a life-threatening illness will be disciplined, up to and including termination.

When dealing with situations involving employees with life-threatening illnesses, supervisors should

1. Remember that an employee's health condition is personal and confidential, and reasonable precautions should be taken to protect information regarding an employee's health condition, as required by law.
2. Contact the Human Resources Manager, or the President, Dean or VP of Finance (the administration) if you believe that any employee is in need of information about terminal illness, or a specific life-threatening illness, or if any employee is in need of further guidance in managing a situation that involves an employee with a life-threatening illness.
3. Contact the Human Resources Manager if you have any concern about the possible contagious nature of an employee's illness.
4. Contact the Human Resources Manager to determine if a statement should be obtained from the employee's attending physician that continued presence at work will pose no threat to the employee, co-workers or students. Consistent with federal and state laws and the S.F. Department of Health, the Conservatory reserves the right to require an examination by a medical doctor appointed by the Conservatory concerning fitness for duty when there is reason to believe an employee has a contagious disease that can be transmitted by casual contact.
5. Be sensitive to the fact that continued employment for an employee with a life-threatening illness may sometimes be therapeutically important in the remission or recovery process, or may help to prolong that employee's life.
6. Encourage employees who are affected by a life-threatening illness, as well as employees who are concerned about the means by which such illnesses are transmitted, to contact the Human Resources Manager to discuss their concerns and obtain additional information.
7. Encourage affected employees to seek assistance from established community support groups for medical treatment and counseling services.

1.3 EMPLOYEE BENEFITS AT THE CONSERVATORY

1.3.1 INSURANCE AND PENSION PLANS

The San Francisco Conservatory of Music provides insurance and pension benefits for its employees as described below. The descriptions in the Manual are for general information only and do not include all of the details of each benefit plan. Information concerning eligibility and benefits are fully described in the applicable Summary Plan Descriptions ("SPDs"), which are available from the Human Resources Office. Complete details are provided in the official plan document or Certificate of Insurance for each plan. If there is any conflict between the official plan document or Certificate of Insurance and the material in the SPD or in this Manual, the official provisions and administrative regulations of the plan will control.

The Conservatory reserves the right to change insurance carriers and to change or modify the benefits it offers employees. The Conservatory's right to modify or eliminate the benefit plans will not be limited by your length of service with the Conservatory or by your reliance upon the availability of these plans in accepting or continuing employment with the Conservatory.

1.3.1.1 Domestic Partners' Benefits

Equal Benefits for Employees with Spouses and Employees with Domestic Partners

The Conservatory provides equal benefits to the spouses and registered domestic partners of its employees. This practice applies to all benefits offered by the Conservatory to its employees who have spouses or domestic partners, and to all benefits that are offered directly to the spouses or domestic partners, such as our medical insurance, dental insurance, and life insurance. This practice also applies to providing continuation coverage to domestic partners and to domestic partners with children on the same basis that the Conservatory offers this coverage for employee dependents.

For purposes of the medical and dental eligibility and California law concerning Family Leave, an employee and his/her domestic partner must satisfy the following requirements:

- Have a committed relationship of mutual caring which has existed for at least six months prior to enrollment in San Francisco Conservatory of Music's health plan.
- Have a relationship which is expected to be long-term.
- Both are 18 years of age or older.
- Neither is married or has another domestic partner.
- Are responsible to each other for the direction and management of the household.
- Both are financially responsible to third parties for each other.

- At least six months have elapsed since a previous domestic partnership ended.
- Neither is a blood relative of the other.
- Execute a Declaration of Domestic Partnership.

For all other purposes, a domestic partner is defined as a couple (non-gender specific) who live together in a quasi-marital relationship.

Information gathered in the course of administration of benefits will be treated as confidential, and disclosed only as needed, to persons who have a legitimate, business-related need to know, in the course of administration of benefits.

1.3.1.2 Medical Insurance

Regular full-time employees are eligible for coverage under the Conservatory's group medical insurance plans by paying a small monthly contribution. The Conservatory pays the major portion of the premium. Dependents of the employee may be included in either program as permitted by the applicable plan, with the employee paying all of the additional costs.

Coverage begins the first of the month following one month of employment. If a contract starts on the first of a month, coverage begins the first day of the subsequent month. Employees who become full-time after working at the Conservatory for at least 6 months on a part-time basis will be eligible for coverage on the first of the following month after their status change.

Plan selection of either plan must be made within 30 days of a person's employment. **After that time, changes may be made from one plan to another only during the month of April in any given year.** Family status changes, i.e. birth, death, marriage, divorce, etc., must be reported to Human Resources within 30 days of the change to affect covered benefits

1.3.1.3 Dental Insurance

Regular full-time employees are eligible for dental insurance by paying a small monthly contribution. The Conservatory pays the major portion. Coverage begins the first of the month following one month of employment. If a contract starts on the first of a month, coverage begins the first day of the subsequent month.

1.3.1.4 Flexible Contribution Accounts

Conservatory employees who participate in health and dental group plans pay a small portion of the premium for these plans by a deduction from their salaries. These contributions may be made on a pre-tax basis, at the option of the employee, through a Flexible Contribution Account.

1.3.1.5 Flexible Spending Accounts

Staff members who work a minimum of 1,000 hours per year are eligible to participate in a flexible spending account, designed to reimburse employees for two types of expenses which may not be covered by the Conservatory's Group Benefit Plans. These accounts are for medical expenses and dependent care (child or aged parent) expenses. The plan year extends from July 1 through June 30. Before the beginning of each plan year, employees may elect to have a portion of their pay placed in one or both of the reimbursement accounts on a pre-tax basis, reducing income and Social Security taxes. Any money set aside in these accounts that is not used for expenses incurred during the plan year must be forfeited.

1.3.1.6 Life Insurance.

Regular full-time employees are covered by a life insurance plan paid for entirely by the Conservatory, which will pay a specified amount in the event of loss of life and accidental death and dismemberment. Coverage begins the first of the month following one month of employment. If a contract starts on the first of a month, coverage begins the first day of the subsequent month.

Regular, full-time employees may also purchase additional term life insurance, on a payroll deduction basis, at group rates. Life insurance is also available for spouses, domestic partners and children. Application forms and additional information may be obtained from Human Resources.

1.3.1.7 Long Term Disability Insurance

Full-time regular employees qualify for long-term disability coverage, with the premium paid in full by the Conservatory. This policy provides income replacement in the event you become disabled and unable to work. Benefits begin after you have been disabled as defined by the policy, for 180 days. The monthly benefit provided to you is 60% of monthly earnings to a maximum monthly benefit of \$6,000.00. Coverage begins the first of the month following one month of employment. If a contract starts on the first of a month, coverage begins the first day of the subsequent month.

1.3.1.8 Retirement Benefits.

After two years of service of 1,000 hours each, employees may participate in a retirement program operated by the Teachers' Insurance Annuities Association (TIAA) and the College Retirement Equities Fund (CREF). Benefits under the programs are fully vested and portable.

In order to enroll, employees must contribute a minimum of 5% of their earnings. Any eligible employee may contribute up to the federally mandated legal maximum of his or her earnings to the plan through salary reduction. The Conservatory will match 5% of the employee's earnings.

1.3.1.9 Supplemental Retirement Annuity Plan.

This plan is available through TIAA/CREF to all employees from the first day of employment, regardless of their full-time or part-time status. This is a tax-deferred, retirement annuity plan, funded entirely by employees' voluntary, pre-tax salary deferred contributions. The Conservatory does not make any contributions. The employee may join the plan prior to becoming eligible for the plan described in Paragraph G above. Employees may participate in both plans, subject to certain limits under the tax code. Part or all of the employee's investment may be withdrawn prior to retirement subject to taxation and penalties imposed by IRS regulations. The plan provides retirement income and life insurance benefits. Application forms and additional information may be obtained from Human Resources.

1.3.1.10 Retiree Medical Plan

The Conservatory offers a retiree medical plan to each former employee who

- (i) was employed by the Conservatory on a full-time basis for 10 or more years,
- (ii) is 65 years or older and enrolls in Medicare Parts A and B upon separation from employment with the Conservatory, and
- (iii) was covered by the Conservatory's medical plan as an active employee on the date the employment ended.

Coverage is provided through the Conservatory's HMO providers or alternate insurance company with the proviso that the Conservatory will only cover the premium cost equal to or less than the prevailing HMO premiums, and is limited to the HMO geographical service area. Currently, the retiree pays the Part B premium and the Conservatory pays the remaining cost of coverage; however, the Conservatory reserves the right to reduce the amount or percentage of its contribution at any time. This plan is not available to the retiree's spouse or dependents. Details of the plan are provided in the summary plan description.

1.3.2 CONTINUATION COVERAGE UNDER COBRA FOR MEDICAL AND DENTAL BENEFITS

On April 7, 1986, Congress enacted the Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA), which requires that most employers sponsoring group health plans offer employees and their families the opportunity for temporary extension of health coverage (called "continuation coverage") at group rates in certain instances where coverage under the plan would otherwise end. The following continuation of coverage rules apply to benefits under the Conservatory's Medical and Dental Plans (the "Plans").

Continued Coverage for You. If you are an employee of the Conservatory covered by the Plans, you have the right to choose this continuation coverage if you lose your Plan coverage because of reduction in your hours of employment or the termination of your employment for reasons other than your gross misconduct.

Continued Coverage for a Spouse. If you are the spouse of an employee covered by the Plans, you have the right to choose COBRA continuation coverage for yourself if you lose coverage for any of the following four reasons:

- The death of your spouse;
- A termination of your spouse's employment (for reasons other than gross misconduct) or reduction in your spouse's hours of employment with the Conservatory;
- Divorce or legal separation from your spouse; or
- Your spouse becoming entitled to Medicare benefits.

Continued Coverage for a Dependent Child. A dependent child of an employee covered by the Plans at the time coverage is lost has the right to COBRA continuation coverage in his or her own right if coverage is lost for any of the following five reasons:

- The death of the employee;
- The termination of the employee's employment (for reasons other than gross misconduct) or reduction in the employee's hours of employment with the Conservatory;
- The employee's divorce or legal separation;
- The employee becoming entitled to Medicare benefits; or
- The dependent child ceasing to be a "dependent child" under the Plans.

Notice Duties. Under COBRA, the employee or a family member has the responsibility to inform the Plan Administrator of a divorce, legal separation, or a child losing dependent status under the Plans. This notice must be given to the Plan Administrator no later than 60 days after the date coverage would be lost under the Plan because of the occurrence of the applicable event. If you fail to give this notice during the 60-day period, you will not be able to elect continuation coverage. The Conservatory has the responsibility to notify the Plan Administrator of the employee's death, termination of employment or reduction in hours, or Medicare entitlement.

COBRA continuation coverage rights may also apply in some cases to certain retirees, spouses, and dependent children, if the Conservatory begins a bankruptcy proceeding and these individuals lose coverage.

When the Plan Administrator is notified that one of these events has happened, he or she will in turn notify you that you have the right to choose continuation coverage. Under COBRA, you must elect COBRA coverage within 60 days after Plan coverage ends or, if later, within 60 days

after you receive notice of your right to elect continuation coverage. If you do not elect continuation coverage within this 60-day period, you will permanently lose your right to elect continuation coverage.

Notice to the Plan Administrator must be in writing and must be hand-delivered or mailed via first class mail.

A newborn or newly-adopted child of the employee may be added to COBRA coverage during a period of COBRA continuation coverage in accordance with the terms of the Plans by notifying the Plan Administrator in writing.

Duration of Continuation Coverage If you do not choose continuation coverage, your coverage under the Plans will end.

If you choose continuation coverage, the Conservatory is required to provide you coverage which, as of the time coverage is being provided, is identical to the coverage under the Plans of similarly situated non-COBRA beneficiaries. COBRA requires that a spouse and dependent children be afforded the opportunity to maintain continuation coverage for 36 months, unless Plan coverage is lost because of a termination of employment or reduction in hours. In that case, the required continuation coverage period is 18 months.¹ For a spouse or dependent child, the 18-month period may be extended to 36 months from the original termination or reduction of hours if there is a death, divorce, separation or Medicare entitlement of the employee during the original 18-month period or if a child loses dependent status during the period.

COBRA provides that continuation coverage may be cut short for any of the following reasons:

- The Conservatory no longer provides coverage to any of its employees;
- The premium for continuation coverage is not paid;
- A covered person becomes covered after the date of the COBRA election under another group health plan that does not contain any exclusion or limitation with respect to a pre-existing condition the person has, or that contains exclusions or limitations with respect to pre-existing conditions that would not apply to, or be satisfied by, the person;
- A covered person extends coverage due to disability and there is a final determination that the person is no longer disabled; or
- A covered person becomes entitled to Medicare benefits after the date of the COBRA election.

¹ Under Cal-Cobra the length of continued coverage has been extended to 36 months.

Special 29-Month Period of Coverage in Cases of Disability If a covered person is disabled at the time coverage ceases because of termination of employment or reduction in hours, or becomes disabled during the first 60 days of COBRA continuation coverage, he or she will be eligible to continue coverage for 29 months rather than 18 months. To be eligible for these extra 11 months of coverage, he or she must notify the Plan Administrator of the disabled status before the end of the initial 18-month period of coverage and within 60 days of the date the disabled person was determined to be disabled. For purposes of this extended period of coverage, "disability" means a disability as determined under Title II or Title XVI of the Social Security Act.

For the 19th through 29th months of coverage, the disabled person must pay 150% of the applicable premium rate. If it is determined that the disabled person is no longer disabled, the disabled person must notify the Plan Administrator within 30 days of the determination.

Other Rules. You do not have to show that you are insurable to choose COBRA continuation coverage. Continuation coverage is provided subject to your eligibility for this coverage. The Plan Administrator has the right to terminate your coverage retroactively if he or she determines you are ineligible. Under COBRA, covered persons must pay 102% (or 150% in the case of disability coverage discussed above) of the premium attributable to continuation coverage. COBRA also says that, at the end of the applicable 36-month, 18-month, or 29-month period, a covered person must be allowed to enroll in an individual conversion health plan to the extent permitted under the Plans. If your domestic partner has coverage under our plan, he/she has health coverage continuation rights similar to those described above.

1.3.3 LEGISLATED BENEFITS

1.3.3.1 Workers' Compensation.

The Conservatory provides workers' compensation insurance coverage at its expense. This coverage extends to any job-related illness or injury that prevents you from working. This insurance provides medical, surgical, and hospital treatment in addition to payment for loss of earnings. To receive benefits, you must be disabled for over three days, unless you are hospitalized. An employee who suffers an on-the-job injury, no matter how minor, must report the incident immediately to his or her supervisor.

1.3.3.2 State Disability Insurance.

The Conservatory deducts the legally mandated percentage of the salary of all employees up to a specified wage base, for disability insurance under the California state plan. State Disability Insurance (SDI) is available only for non-work-related injury or illness.

After a seven-day waiting period, benefits are paid to an employee who is disabled up to a maximum of 52 weeks. There is no waiting period if an employee is hospitalized. If you have any

questions about your eligibility for SDI, consult Human Resources. If you are ill for more than seven days, you should apply for SDI.

1.3.3.3 Family Temporary Disability Insurance

California has established a mandatory program that provides benefits to eligible employees who are unable to work because of the need to care for qualified family members who are ill or injured or to bond with a new child. The benefits are called Family Temporary Disability Insurance or “FTDI” benefits. Based on California law, the costs of this program are paid by employees who must make contributions through legally required payroll taxes. The law requires that these taxes be automatically withheld from each employee’s wages every pay period. Eligible employees must apply directly with the California Employment Development Department to receive benefits. The Conservatory does not distribute FTDI benefits to employees. Whenever employees can foresee the need for the time off, they must also provide advance notice in writing and request time off. Even though the state provides FTDI benefits to employees when time off is taken, this does not mean employees have a right to time off under the FTDI program or job guarantees. Employees must receive approval before taking time off for this or any other reason.

1.3.3.4 Social Security.

As an employee, you are covered by social security benefits as specified in the Federal Insurance Compensation Act. Social Security benefits are offered to provide you and your family with retirement income, and in some instances, disability and survivor's benefits. The law provides for deductions from employee wages and a matching contribution from the employer. The percentage and wage base may change from year to year by act of Congress.

1.3.4 EDUCATIONAL OPPORTUNITIES

As a matter of policy, the Conservatory encourages each employee to continuously add to the knowledge and skills which will prepare for more responsible assignments. To further this policy, the Conservatory will contribute up to 2% of the employee's annual salary for an employee's educational opportunities. To be eligible, employees must submit to a committee of administrative staff a plan for self-improvement. This plan may include time off and/or partial financial support of registration fees, tuition, supplies, etc. required for a conference, short course, class, etc. Approval is discretionary and will depend on the Conservatory's budget, the attractiveness of the proposal and whether or not the applicant has previously made use of this benefit. Preference will be given to employees who have not previously taken advantage of this benefit. Approval forms for this benefit are available in the HR Office.

This educational opportunity is intended to encourage and assist career growth and development. The Conservatory reserves the right to require an employee to commit to continuing service with the Conservatory for a reasonable period of time following the completion of the plan as a condition of receiving this benefit.

1.3.5. COMPLIMENTARY TICKETS

Employees are encouraged to attend Conservatory performances, and tickets are available free of charge to all Conservatory employees on a space-available basis except in cases of benefit concerts or other exceptional circumstances.

1.3.6. TUITION REMISSION

1.3.6.1 Preparatory and Extension Division Offerings.

Full-time regular employees and their academically eligible spouses/domestic partners and dependent children will receive full tuition remission for all Preparatory class offerings, but all fees will be charged. Private or group lessons in the Preparatory and Extension divisions may be taken with a 20% reduction of tuition.

Eligible part-time employees and their academically eligible spouses/domestic partners and dependent children will receive a 50% reduction of tuition for classes as above, and a 10% reduction of tuition for private lessons during their first five years of employment. After five consecutive years of employment, part-time employees will receive full tuition remission for classes and a 20% reduction on private lessons.

Staff members may attend Extension Division classes on the same basis as Preparatory classes on a space-available basis and with the consent of the instructor.

1.3.6.2 Collegiate Division Offerings.

After two years of continuous service, tuition remission will be granted, according to the scales listed below, to academically and musically qualified employees, spouses, domestic partners and dependent children, but all fees will be charged.

	<u>Tuition remission for classes and ensembles</u>	<u>Tuition remission for private or group lessons</u>
Full-time employees	100%	20%
Eligible part-time employees	50%	10%

Students who are employed by the Conservatory while pursuing a degree program are not eligible for these benefits, nor are their dependents.

1.3.6.3 LITERACY ASSISTANCE

If you reveal that you have a problem with illiteracy and you would like the Conservatory's assistance in enrolling in an adult literacy program, the Conservatory will reasonably accommodate and assist you. This assistance can include providing you with the locations of local literacy education programs and arranging for a literacy education provider to visit you at work.

The Conservatory will protect the privacy of any employee who discloses a problem with illiteracy.

Any employee who reveals a problem with illiteracy and who satisfactorily performs his or her work will not be subject to termination of employment because of the disclosure of illiteracy.

1.4 LEAVES OF ABSENCE FROM THE CONSERVATORY

1.4.1 JURY AND WITNESS DUTY

The Conservatory will grant employees time off for mandatory jury duty, witness or court appearances, when called to serve as a juror or required to appear as a result of jury summons, a court order or subpoena. Regular full-time employees will receive up to 20 days paid leave in a 12-month period while serving in these capacities. Any remainder will be unpaid or you may use vacation time. Full-time employees must turn over to the Conservatory service fees paid by the court, if they are being compensated for the time off. Other employees will be allowed time off without pay. You must report for work when not actually serving on the jury. Copies of your jury summons, court order or subpoena must be presented to your supervisor in advance of the absence.

1.4.2 MILITARY LEAVE

The Conservatory provides unpaid leaves of absence of up to a total of five (5) years to accommodate service in the uniformed services, including the Armed Forces, Coast Guard, military reserves units, and the National Guard. 'Service' includes active duty, active duty for training, initial active duty for training, inactive duty training, and absence from work for an examination to determine fitness for duty. Employees will receive military leave in accordance with the requirements of their military orders.

You should give notice to your supervisor of your need for a military leave of absence, as soon as possible. If you do not provide the appropriate notice, you may not be eligible for reemployment.

The specific terms of the absence and of your right to reinstatement, seniority, benefits, and compensation after a military leave are governed by law. If you have any questions about military leaves of absence, please contact Human Resources.

1.4.3 VOTING

Employees who wish to vote in a state-wide election will be granted up to two hours off without loss of pay at the beginning or end of a working day, if they would not otherwise have sufficient time outside working hours to vote. To receive time off for voting, you must notify your supervisor in advance of the election to schedule your absence.

1.4.4 FUNERAL LEAVE

Full-time regular staff members may be granted up to three workdays leave with full pay to attend a funeral and take care of business affairs resulting from the death of a close relative. When the funeral is over 500 miles away, paid leave will be extended to five days.

"Close relatives" are defined as parents, parents-in-law, or the parents of the employee's domestic partner, brothers and sisters, spouse or domestic partner, children and grandparents. "Domestic partner" is defined as an individual with whom the employee is living in a quasi-marital relationship.

Temporary and part-time employees may be granted time off without pay.

1.4.5 SCHOOL VISITS

If you are the parent, guardian or grandparent with custody of a child or children enrolled in kindergarten or grades 1 through 12, or attending a licensed child daycare facility, you may take up to 40 hours of leave each calendar year, not to exceed eight (8) hours in any calendar month, to participate in the school activities of the child or children. You must use your accrued vacation time, if you have any, for this purpose. You must provide reasonable advance notice of your planned absence to your supervisor. If you are requested by your supervisor, you must provide documentation from the school verifying the date and time of your visit(s).

If you are the parent or legal guardian of a child who has been suspended from school, and you receive a notice from the child's school requesting that you attend a portion of a school day in the child's classroom, pursuant to law, you may take unpaid time off from work to appear at the school. You must give reasonable advance notice to your supervisor.

1.4.6 DOMESTIC VIOLENCE

If an employee is the victim of domestic violence, time off may be necessary to seek judicial relief to help ensure the health, safety, or welfare of the employee or a child. This may include efforts to obtain a temporary restraining order, a restraining order, or other injunctive relief from a court. If an employee needs time off for this purpose, reasonable notice must be provided to the Human Resources Department, in writing. If an unscheduled or emergency court appearance is required for the health, safety or welfare of the domestic violence victim or a child, the employee must provide evidence from the court or prosecuting attorney that he or she has appeared in court within a reasonable time after the court appearance.

1.4.7 ADDITIONAL TIME OFF POLICIES

In addition to the time off policies listed above, the Conservatory will comply with its legal obligations by providing employees time off, where necessary to perform emergency duty as a volunteer firefighter, to participate in judicial proceedings if they or one of their immediate family members is a victim of a serious crime, to seek relief to help ensure the health, safety or welfare of a sexual assault victim or the child of such a victim or to attend an adult literacy education program.

1.4.8 PERSONAL LEAVES OF ABSENCE

Regular staff members may be granted a personal leave of absence without pay by the Administration. Eligible employees must have at least two years' continuous service, that is, two years of uninterrupted employment with the Conservatory. The granting of a personal leave of absence will be in the sole discretion of the Conservatory and will take into account the reason for the requested leave, the length of employment, past performance, the employee's history of past requests and the needs of the Conservatory.

Leaves should be requested well in advance to arrange for appropriate replacement personnel. All requests must specify a beginning date for the leave and a date for return to work.

The Conservatory cannot guarantee immediate reinstatement at the conclusion of a personal leave of absence. At the conclusion of a personal leave, an attempt will be made to return the employee to the position he or she held at the time the leave commenced, provided that the position is then vacant and still exists. If the position is not immediately available, an attempt will be made to return the employee to the first available position for which the employee is qualified, at the rate of pay normally applicable to the position. If no position is available, the employee will be placed on a preferential reinstatement list and given the first opportunity for recall to positions for which he or she is qualified.

Employees may maintain health and dental coverage at their own expense, pursuant to COBRA. Vacation and sick days are not earned during personal leaves.

Employees are required to use any available vacation time before or during an unpaid personal leave of absence.

1.4.9 MEDICAL LEAVES OF ABSENCE

The following is a summary of the Conservatory's policies on Medical Leaves of Absence. Additional information and fact sheets are available in the Human Resources office.

1.4.9.1 Sick Leave

The SF Paid Sick Leave Ordinance, effective February 5, 2007, requires employers to provide paid sick time benefits to **all** employees who work with the City and County of San Francisco.

Employers must provide one hour of paid sick leave to an employee for every 30 hours worked. The following accrual policies are now in effect:

Regular and Introductory full-time staff and faculty members accrue sick leave at the rate of 1 day a month. Unused sick leave may be carried over from year to year but it will be capped at 84 hours.

Part-time faculty will be assigned sick leave hours by semester, based on teaching loads. Paid sick leave will be determined by the number of semester hours divided by 30. For example, if a part-time faculty member's teaching load is 90 hours they would be allowed 3 hours of paid sick leave for that semester. Paid sick leave hours will accrue up to 72 hours for continuous employment.

Part-time Staff, Music Associates, students and temporary employees fill out time cards. Paid sick leave will become available as soon as the employee has completed 30 hours of work and will accrue up to 72 hours for continuous employment.

All paid sick leave may be used to care for siblings, grandparents, grandchildren, or, **if the employee has no spouse or domestic partner**, a designated person of the employee's choice. All designations must be made within 10 workdays after the employee has accrued his or her first hour of paid sick time. An employee may designate or change their designated person annually. A designation form is available in the Human Resources Office.

Sick leave must be recorded on your attendance records. You cannot receive pay in lieu of sick leave and you will not be paid for unused sick days upon termination of your employment.

If you are sick, you must notify your immediate supervisor as soon as possible. You must give advance notice of appointments. You must report to your supervisor each day you are absent and keep them informed of your progress and expected return.

If you miss work because of sickness, your supervisor may ask you for a doctor's certificate to be eligible for paid sick leave. The Conservatory reserves the right to ask that you obtain a doctor's release concerning your fitness for duty before you are allowed to return to work.

If you are hospitalized or out sick for more than seven calendar days for an injury or illness that is not work-related, you should apply for State Disability Insurance (SDI) benefits. SDI benefits will be integrated with sick leave benefits so that you do not receive over 100% of your pay. Human Resources can supply the form you will need to apply for SDI, but it is your responsibility to make the application. Also, you must send your Notice of Disability Benefits Received to Human Resources. If your State Disability benefits exceed the amount deducted from your accrued sick pay, the Conservatory will adjust your sick pay.

1.4.9.2 Medical Leaves for Non-Work-Related Disabilities.

A. Eligibility and Terms of the Leave. An employee who, as a result of a serious health condition not caused by employment, is unable to work at all or to perform one or more of

the essential functions of his or her position, may be granted a leave of absence for a period *not to exceed six months*. A "serious health condition" means an illness, injury, impairment, or physical or mental condition that involves either:

- **Inpatient care** in a hospital, hospice or other residential health care facility; or
- **Continuing treatment by a health care provider** that includes one or more of the following:
 - 1) A period of incapacity (that is, inability to work, attend school or perform other regular daily activities) of more than three consecutive calendar days, and any subsequent treatment or period of incapacity relating to the same condition;
 - 2) Any period of incapacity or treatment for incapacity due to a chronic serious health condition;
 - 3) A period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective, such as Alzheimer's, a severe stroke, or the terminal stages of a disease;
 - 4) Any period of absence to receive multiple treatments (including any period of recovery) either for (a) restorative surgery after an accident or other injury, or (b) a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment, such as cancer, severe arthritis and kidney disease.

Ordinarily, the common cold, the flu, earaches, upset stomach, minor ulcers, headaches other than migraine, routine dental or orthodontia problems, and periodontal disease, do not meet the definition of a serious health condition.

This policy does not apply to disability because of pregnancy, childbirth or related medical conditions.

When it is medically necessary, you may take the first 12 workweeks of leave in a 12-month period (to be measured from the date the employee's first FMLA leave begins) either intermittently or on a reduced leave schedule. "Intermittent leave" is leave taken in separate blocks of time due to a single illness or injury. A "reduced leave schedule" is a schedule that reduces the usual number of hours in a workweek or hours per workday of an employee. If you request an intermittent leave or a reduced leave schedule that is foreseeable because of a planned medical treatment, you may be required to transfer to an available alternative position for which you are qualified, that has equivalent pay and benefits, and better accommodates (from the Conservatory's point of view) recurring periods of leave than your regular position.

If you request a leave of absence that is foreseeable because of a planned medical treatment, you should try to schedule your treatment so that it will not unduly disrupt the Conservatory's operations, subject to the approval of your health care provider.

During your leave of absence, you must provide periodic doctor's reports every 30 days or as requested, which describe your status and your prospects for return to work. If such reports are not provided, your leave of absence may be terminated, and your employment may also be terminated. If you continue to be disabled beyond the maximum leave allowed for under this policy, your employment may be terminated.

B. Notification Requirements. You must submit a completed Application for Leave of Absence to the Human Resources Manager, with a copy to your supervisor. You should give at least 30 days' advance notice before your leave or transfer is to begin if the need for the leave or transfer is foreseeable. When 30 days' notice is not possible, notice must be given as soon as possible. You must also present a written certification, signed by your health care provider. A copy of the form to use for this purpose is included as **Appendix A** to this Manual. You should provide this certification within 15 days of a request for it, unless it is not practicable. If you do not meet this deadline, you may not be allowed to take your leave until you provide the appropriate certification. If you are already on leave, you may not be allowed to continue your leave.

After you go out on leave, if your disability extends beyond the time stated in your original letter, you must submit an additional certification from your health care provider.

C. Reinstatement. If you and the Conservatory have agreed upon a definite date of return, you will be reinstated on that date if you notify Human Resources that you are able to return on or before that date. If the length of time has not been established, or if it differs from the original agreement, you will be returned to work within two business days after you notify Human Resources of your readiness to return.

When you are ready to return to work, you must present a release from your health care provider certifying that you are able to perform the essential functions of your former position, with or without reasonable accommodation.

If you have taken 12 workweeks or less total leave time during a 12-month period because of either (1) your serious medical condition (not including pregnancy) or (2) family care, you will be reinstated to the position you held before you began your leave, or you will be placed in an equivalent position which is virtually identical to your original position in terms of pay, benefits, promotional opportunities, and working conditions. If your total leaves of absence exceed 12 workweeks, the Conservatory cannot guarantee that you will be reinstated. However, the Conservatory will make a good faith attempt to place you in the same job or a similar job for which you are qualified, the essential functions of which you can perform with or without reasonable accommodation, if this kind of job exists and is available at the time reinstatement is requested.

D. Integration with Other Benefits.

- **Disability Claims.** When you become disabled, you must apply for State Disability Insurance (SDI) benefits. Forms are available in the Human Resources Office.
- **Salary Supplement.** Regular full-time employees will receive five (5) days' salary supplement for each complete month of service, up to a total of 180 days (six months) in any 24-month period. Salary supplement is limited to a total of six months within a 24-month period regardless of the number or types of leaves an employee may take within the 24-month period. The number of days of salary supplement you receive will coincide with the type of leave taken. Regular employees who have worked for the Conservatory for one year of continuous service, measured from their most recent date of hire, are eligible for this benefit.

Once you have exhausted the salary supplement, your leave will be unpaid. You may, if you elect, substitute accrued paid time off, such as vacation and sick leave, for any unpaid portion of your leave. The substitution of paid time off for unpaid leave will not extend the length of the leave to which you are otherwise entitled.

Your salary supplement, as well as any sick leave, personal days or vacation time you elect to use, will be integrated with your SDI benefits so that you do not receive over 100% of your regular pay. As soon as the Conservatory becomes aware that you are eligible for SDI, the Conservatory will pay the salary supplement as though you are receiving SDI benefits.

- **Insurance.** Your employer-sponsored medical, dental and life insurance will be maintained during your leave on the same terms and conditions as coverage would have been provided if you had remained continuously working. These benefits will cease after six months of absence, unless you assume the cost of coverage under COBRA.
- **Accrual of Benefits.** Vacation and sick leave will not accrue during an approved leave of absence.

1.4.9.3 Medical Leaves for Disability Because of Pregnancy, Childbirth or Related Medical Conditions.

A. Terms of the Leave of Absence. Female employees are entitled to take unpaid leaves of absence of *up to four months* when they are *actually disabled* by pregnancy, childbirth, or related medical conditions. Leave is available for all disabilities related to each pregnancy and does not need to be taken in one continuous period of time.

A woman is considered to be "actually disabled" when she cannot work at all or is unable to perform any one or more of the essential functions of her job or to perform them without undue risk to herself, the successful completion of her pregnancy, or to other persons. This term also applies to severe morning sickness or if the employee needs to take time off for prenatal care.

The Conservatory will transfer you (if you are affected by pregnancy) to a less strenuous or hazardous position if:

- You request a transfer;
- Your request is based upon the certification of your health care provider as *medically advisable*; and
- The transfer can be reasonably accommodated.

An employee is "affected by pregnancy" if she is pregnant or has a related medical condition, and because of pregnancy, her health care provider has certified that it is *medically advisable* for her to transfer. No additional position will be created and the Conservatory will not discharge another employee, transfer another employee with more seniority, or promote or transfer any employee who is not qualified to perform the new job. An employee who transfers can return to her same position or duties or to a comparable position when she can safely perform her same position or duties.

If it is medically necessary for you to take intermittent leave or leave on a reduced leave schedule, and the leave is foreseeable based on a planned medical treatment, the Conservatory may require you to transfer temporarily to an available alternative position, with equivalent pay and benefits, that better accommodates recurring periods of leave (from the Conservatory's perspective) than your regular position.

B. Notification Requirements. You should submit a completed Application for Leave of Absence to Human Resources, with a copy to your supervisor. You should give at least 30 days' advance notice before your leave or transfer is to begin if the need for the leave or transfer is foreseeable. When 30 days' notice is not possible, notice must be given as soon as possible.

As a condition of your pregnancy-related disability leave or transfer, you must present a written certification signed by your health care provider. A copy of a form to use for this purpose is included with this Manual as **Appendix B**. If you continue to be disabled at the expiration of the

time period which your health care provider originally estimated you needed, you must obtain recertification to continue your leave.

C. Reinstatement. If you and the Conservatory have agreed upon a definite date of return, you will be reinstated on that date if you notify your supervisor that you are able to return on or before that date. If the length of the leave has not been established, or if it differs from the original agreement, you will be returned to work within two business days, where feasible, after you notify the Human Resources of your readiness to return.

When you are ready to return to work, you must obtain a written release from your health care provider certifying that you are able to perform safely all of the essential duties of your position, with or without reasonable accommodation.

The Conservatory will reinstate you to the position you held before your leave began, unless one of the following conditions exists:

- You would not otherwise have been employed in your same job at the time reinstatement is requested;
- Your job could not be kept open or filled by a temporary employee without substantially undermining the Conservatory's ability to operate safely and efficiently;
- You have directly or indirectly indicated your intention not to return to your job;
- You are no longer able to perform safely the essential functions of your former position with or without reasonable accommodation; or
- You are no longer qualified for the position.

If the Conservatory cannot reinstate you to your position, it will offer you a comparable position provided that a comparable position exists and is available. A "comparable position" is virtually identical to your original position in terms of pay, benefits, promotional opportunities and working conditions, and involves the same or substantially similar duties and responsibilities. A position is "available" if there is a position for which you are qualified that is open on your scheduled date of return or within 10 working days thereafter. If you have not been employed for 12 months and you did not work 1,250 hours in the 12-month period before the first date of your leave, the Conservatory can deny you a comparable position if one is available *but* filling it with you would substantially undermine the ability of the Conservatory to operate safely and efficiently. If you were laid off during your leave and no comparable position is available, the employment relationship is terminated.

D. Integration with Other Benefits.

- **Disability Claims.** When you become disabled, you should apply for State Disability Insurance (SDI) benefits. State law provides for payment of SDI benefits for a normal

pregnancy. The law provides for six weeks' benefits after a normal delivery and eight weeks after a caesarian delivery.

- **Salary Supplement.** Regular full-time employees will receive five (5) days' salary supplement for each complete month of service, up to a total of 180 days (six months) in any 24-month period. Salary supplement is limited to a total six months within a 24-month period regardless of the number or types of leaves an employee may take within the 24-month period. The number of days of salary supplement you receive will coincide with the type of leave taken. Regular employees who have worked for the Conservatory for one year of continuous service, measured from their most recent date of hire, are eligible for this benefit.

Once you have exhausted the salary supplement, your leave will be unpaid. You may, if you elect, substitute accrued paid time off, such as vacation and sick leave, for any unpaid portion of your leave. The substitution of paid time off for unpaid leave will not extend the length of the leave to which you are otherwise entitled.

Your salary supplement, as well as any sick leave, personal days or vacation time you elect to use, will be integrated with your SDI benefits so that you do not receive over 100% of your regular pay. As soon as the Conservatory becomes aware that you are eligible for SDI, the Conservatory will pay the salary supplement as though you are receiving SDI benefits.

- **Insurance.** Your employer-sponsored medical, dental and life insurance will be maintained during your leave on the same terms and conditions as coverage would have been provided if you had remained continuously working. These benefits will cease after six months of absence, unless you assume the cost of coverage under COBRA.
- **Accrual of Benefits.** Vacation and sick leave will not accrue during an approved leave of absence.
- **Relationship to Family Care Leave.** At the conclusion of your pregnancy disability or at the end of a four-month pregnancy disability leave, whichever occurs first, you may request to take family care leave of up to 12 workweeks. There is no requirement that either the child or you have a serious health condition, or that you no longer be disabled by pregnancy. The legally entitled maximum combined leave for both pregnancy and family care leave for the birth of a child is four months plus 12 workweeks, assuming that you are in fact disabled by pregnancy for four months and request a 12-week leave. At the conclusion of your combined leave, your reinstatement rights will be governed by the Conservatory policy governing leaves of absence for non-work-related medical disabilities and family care. Any request to take vacation time or personal leave of absence at the conclusion of your leave must be requested in writing and is subject to the approval of Administration.

1.4.9.4 Medical Leaves for Work-Related Injuries.

A. Eligibility and Terms of the Leave. If you are injured on the job, you will be granted a leave of absence for the duration of your disability. When on this leave, you must be

examined by a doctor or other health care provider and certified to be disabled from returning to your employment.

During your leave, you must provide, at least every 30 days or at the request of your supervisor, periodic reports that describe your status and prospects for return to work. If these reports are not provided, your leave may be terminated and your employment may also be terminate

B. Notification Requirements. You must submit a completed Application for Leave of Absence to the Human Resources Office, with a copy to your supervisor, as soon as possible.

C. Reinstatement. Your leave of absence will end as soon as a health care provider certifies that you are able to perform the essential functions of your job, with or without reasonable accommodation. If the Conservatory receives satisfactory medical evidence that you will be permanently unable to resume safely the essential functions of your job, with or without reasonable accommodation, then your employment will be terminated.

You will be reinstated to your former position when a health care provider certifies that you are able to perform safely the essential functions of your job, with or without reasonable accommodation. The exceptions to this rule are as follows:

- When you directly or indirectly indicate to the Conservatory that you do not intend to return to the Conservatory's employ;
- When your former position no longer exists;
- When the Conservatory had to replace you as a business necessity;
- When you are no longer qualified for your former job; and
- When you cannot return to your former job without posing a direct threat to your health or safety or to the health and safety of another employee or student.

D. Integration with Other Benefits.

- **Workers' Compensation.** During your disability leave, you may receive workers' compensation benefits in accordance with state law.

- **Salary Supplement.** Regular full-time employees will receive five (5) days' salary supplement for each complete month of service, up to a total of 180 days (six months) in any 24-month period. Salary supplement is limited to a total six months within a 24-month period regardless of the number or types of leaves an employee may take within the 24-month period. The number of days of salary supplement you receive will coincide with the type of leave taken. Regular employees who have worked for the Conservatory for one year of continuous service, measured from their most recent date of hire, are eligible for this benefit.

Once you have exhausted the salary supplement, your leave will be unpaid. You may, if you elect, substitute accrued paid time off, such as vacation and sick leave, for any unpaid portion of your leave. The substitution of paid time off for unpaid leave will not extend the length of the leave to which you are otherwise entitled.

Your salary supplement will be integrated with your workers' compensation benefits so that you do not receive over 100% of your regular pay. As soon as the Conservatory becomes aware that you are eligible for workers' compensation, the Conservatory will pay the salary supplement as though you are receiving workers' compensation benefits.

- **Insurance.** Your employer-sponsored medical, dental and life insurance will be maintained during your leave on the same terms and conditions as coverage would have been provided if you had remained continuously working.

- **Accrual of Benefits.** During a leave of absence for occupational disability, you will continue to accrue all benefits, such as vacation and sick leave. You will also be credited with service for the period of your disability.

1.4.9.5 LEAVES OF ABSENCE FOR FAMILY CARE

A. Eligibility and Terms of the Leave.

Regular employees who have more than one year of continuous employment with the Conservatory are entitled to take family care leave. If you have worked at least 1,250 hours in the preceding 12 months, you are eligible for up to 12 workweeks of leave during a 12-month period.

You may take family care leave for one of the following reasons:

- The birth of your child and to care for the child;
- The placement of a child with you in connection with the adoption or foster care of the child by you; or
- To care for a child, parent, or a spouse, domestic partner or child of domestic partner who has a serious health condition. Domestic partner is defined as partner with whom the employee is living in a quasi-marital relationship.

The term "serious health condition," for the purpose of this policy, has the same meaning as it has under the Conservatory's policy governing medical leaves for non-work related disabilities.

If you need a leave because of a foreseeable planned medical treatment, you must make a reasonable effort to schedule the treatment so as not to disrupt unduly Conservatory operations, subject to the approval of the health care provider.

Leave to care for a child, spouse, domestic partner or parent who has a serious health condition may be taken either intermittently or on a reduced leave schedule, whenever this kind of leave is medically necessary. However, when you request intermittent leave or leave on a reduced leave schedule that is foreseeable due to a planned medical treatment, you may be required to transfer temporarily to an available alternative position for which you are qualified, that has equivalent pay and benefits and better accommodates (from the Conservatory's point of view) recurring periods of leave than your regular employment.

B. Notification Requirements.

You must submit a completed Application for Leave of Absence form to the Human Resources Manager, with a copy to your supervisor. You must provide as much advance notice as is possible of the date on which the leave will begin and the anticipated duration of the leave. If the need for the leave is foreseeable, you must provide reasonable advance notice of the need for the leave.

If you request a leave to care for a child, spouse, domestic partner, or parent who has a serious health condition, you must submit written certification signed by a health care provider. A copy of the form to use for this purpose is **Appendix A** to this Manual.

If additional leave is required at the end of the time stated in the certification, you must submit additional certification containing this information.

If you request family care leave to care for a newborn child, or to care for a child who has been placed with you for adoption or foster care, you and your spouse or domestic partner, if also employed by the Conservatory, may not take more than a total 12 workweeks of leave in a 12-month period.

C. Reinstatement.

If you and the Conservatory have agreed upon a definite date of return, you will be reinstated on that date if you notify Human Resources that you are able to return on or before that date. If the length of time has not been established or if it differs from the original agreement, you will be returned to work within two business days after you notify the Human Resources of your readiness to return.

Upon your return from a family care leave, if you have taken total leaves of 12 workweeks or less for non-occupational medical disability leave (not including pregnancy) and family care leave in a 12-month period, you will be returned to the position you held when your leave began, or you will be placed in an equivalent position which is virtually identical to your original position in terms of pay, benefits, promotional opportunities, and working conditions.

If your total leaves of absence exceed 12 workweeks, the Conservatory cannot guarantee that you will be reinstated. However, the Conservatory will make a good faith attempt to place you in the same or a similar job for which you are qualified, the essential functions of which you can perform with or without reasonable accommodation, if this kind of job exists and is available at the time reinstatement is requested.

D. Integration with Other Benefits.

- **Family Temporary Disability Insurance (FTDI)**

FTDI benefits are available to eligible employees who are unable to work as a result of a need to care for qualified family members or bond with a new child. This program is administered by the California Employment Development Department (EDD) and is financed by employee taxes. Employees who wish to apply for these benefits must submit claims directly with the EDD.

- **Salary Supplement.**

Regular full-time employees will receive five (5) days' salary supplement for each complete month of service, up to a total of 180 days (six months) in any 24-month period. Salary supplement is limited to a total six months within a 24-month period regardless of the number or types of leaves an employee may take within the 24-month period. The number of days of salary supplement you receive will coincide with the type of leave taken. Regular employees who have worked for the Conservatory for one year of continuous service, measured from their most recent date of hire, are eligible for this benefit.

Once you have exhausted the salary supplement, your leave will be unpaid. You may, if you elect, substitute accrued paid time off, such as vacation and sick leave, for any unpaid portion of your leave. The substitution of paid time off for unpaid leave will not extend the length of the leave to which you are otherwise entitled. Your salary will be integrated with your FTDI benefits so that you do not receive over 100% of your regular pay. As soon as the Conservatory becomes aware that you are eligible for FTDI benefits, the Conservatory will pay the salary supplement as though you are receiving the FTDI benefits.

- **Insurance.** Your employer-sponsored medical, dental and life insurance will be maintained during your leave on the same terms and conditions as coverage would have been provided if you had remained continuously employed. These benefits will cease after six months of absence, unless you assume the cost of coverage under COBRA.

- **Accrual of Benefits.** Vacation and sick leave will not accrue during an approved leave of absence.

1.5 SEPARATION POLICIES

1.5.1 Termination of Employment

As is discussed earlier in this Manual, the Conservatory subscribes to the policy of "employment at will," meaning that either the Conservatory or the employee can terminate the employment relationship at any time for any legal reason, with or without cause, and with or without notice.

Employment with the San Francisco Conservatory of Music may be terminated through any of the following actions: voluntary resignation, retirement, reduction in force, reorganization, and involuntary termination of the employee.

If you wish to resign from your employment, the Conservatory asks that you provide ten working days' advance notice. This notice is requested so that the Conservatory may have adequate time in which to find a replacement. Employees who resign are asked to submit a written statement to their supervisor, with a copy to the Human Resources Manager, that includes the effective date of the resignation.

If an employee is involuntarily terminated or resigns with notice of at least 72 hours (3 days), the employee will be paid his or her wages, at the time of separation from employment. If an employee resigns with less than 72 hours notice, the employee will be paid within 72 hours of the notice of resignation. Final paychecks will include all accrued and unused vacation time and personal days. Terminated employees must reimburse the Conservatory for any vacation time that was taken but not yet earned.

1.5.2. SEPARATION PROCEDURES

At the time of your last day of work, you will be asked to return all Conservatory property in your possession such as supplies, keys and other items. You may also be asked to sign a document acknowledging the return of this property, and the receipt of your final paycheck, which will include all earned pay as well as all earned but unused Personal Days and vacation pay. If you owe money to the Conservatory, you will be asked to pay your debt at this time.

The Conservatory invites you to express your views regarding the Conservatory, your employment, or your departure in an exit interview. Your comments can be very helpful.

1.5.3 REFERENCES

The Conservatory will respond to inquiries about your employment with the Conservatory by providing your last (or current) job title and dates of employment, unless you sign an employment references agreement authorizing the release of further information.

All written or telephone inquiries about an employee or former employee must be referred to Human Resources for handling. Other employees are forbidden from responding to these inquiries without specific authorization of the Human Resources Manager.

1.5.4 SEVERANCE PAY

The Conservatory pays severance pay to eligible terminated employees in accordance with the terms of its Severance Pay Plan. For a full description of benefits and eligibility, please consult the Summary Plan Description, which is available from the Human Resources Office.

1.6 MISCELLANEOUS CONSERVATORY POLICIES

1.6.1 OPEN DOOR POLICY

The Conservatory is committed to providing a positive environment in which to work, and to addressing employee concerns through informal and open communication. If there is something about your job that is bothering you or if you feel that you have not been treated fairly or in accordance with Conservatory policies, you should bring your concerns to the attention of the Conservatory.

Individual problems are usually best handled through informal discussions with department heads or supervisors. You should feel free and are encouraged to bring such matters to the attention of your department head or supervisor for speedy resolution. If a problem is not settled with your department head or supervisor, the parties involved should meet with the Human Resources Manager, the Vice-President for Finance and Administration or the President for resolution of the matter.

1.6.2 CONFIDENTIAL INFORMATION

During the course of your employment, you may come into the possession of confidential information that belongs to the Conservatory. This information includes but is not limited to information about the identity of donors, the amount of donations, student records, and employee personnel matters. This information must be kept strictly confidential and must not be disclosed to anyone outside the Conservatory, either during or after your employment, or to any employee who is not entitled to it. If you receive any inquiries about the Conservatory from a third party, including any member of the press, you may not disclose any information about the Conservatory, but should refer the inquiry to the Public Relations Department.

1.6.3 PERSONNEL RECORDS

The Conservatory keeps an official personnel file on each employee, which is kept in locked cabinets accessible only to Business Office employees, Human Resources and members of the administration. The contents of your file, except for letters of reference and other limited categories of information, are open to your inspection, and you may obtain copies of certain file contents. You may request to inspect your file during the Conservatory's normal business hours. All inspections will be monitored by an authorized Conservatory employee. You may not remove any document from your file.

Your personnel file will not contain any medical information about you. Any medical information about you that the Conservatory may obtain will be collected and maintained in separate files and treated, at all times, as confidential information. Medical information may be disclosed in only very limited circumstances.

There are only limited circumstances in which the Conservatory will release information contained in your personnel records to persons outside the Conservatory. These circumstances are:

- In response to a subpoena, court order, or the order of an administrative agency;
- To a governmental agency as part of an investigation by that agency of the Conservatory's compliance with applicable law;
- In a lawsuit, arbitration, or administrative proceeding in which you and the Conservatory are parties;
- In a workers' compensation proceeding;
- To administer employee benefit plans; to a health care provider; to first aid or safety personnel, when necessary but only to the extent that you provide a written release authorizing release of information.
- To a prospective employer or other person requesting a verification of your employment, but only to the extent that either (a) you provide a written release authorizing release of information, or (b) the verification includes only the dates of your employment, your last (or present) job title, and the fact of your employment.

You should advise the Business Office of any personal changes such as changes in your name, address, telephone number, marital status or number of dependents so that our records and your employee benefits can be kept up to date.

1.6.4 PAYROLL RECORDS

Employees and former employees have the right to inspect and obtain copies of their own payroll records. All requests must be submitted in writing to the Human Resources Manager who will make certain that they are properly processed. Requests will be honored within 21 days from the date they are received. Individuals who make such requests may be asked to provide authentication of their identity so that they are not provided access to information of other persons. Individuals who request copies of records must pay the costs of making the copies.

1.6.5 SAFETY

Every employee should understand the importance of safety in the work place. By remaining safety conscious, employees can protect their own interests as well as those of their co-workers. Accordingly, the Conservatory emphasizes “safety first” and expects all employees to take steps to promote safety in the work place. In keeping with this commitment, the Conservatory has established an Illness and Injury Prevention Program as well as an Emergency Action Plan which are distributed to all employees. Please become familiar with these plans and instructions and know where you can locate them at such time as they may be needed.

1.6.6 SMOKING POLICY

Out of consideration for other Conservatory employees and for students whose performance skills may be adversely affected by smoke inhalation, the entire campus, except for outdoor areas, is designated a non-smoking area.

1.6.7 CONSERVATORY PROPERTY

Use Conservatory time, funds, and property for Conservatory business only. Misuse of Conservatory funds or property is cause for disciplinary action up to and including discharge. The Conservatory reserves the right to open and inspect employees' desks, as well as any contents, effects, or articles that are in the desks. Such an inspection can occur at any time, with or without advanced notice or consent.

1.6.8 PERSONAL PROPERTY

The Conservatory cannot be responsible for loss of or damage to personal property. Valuable items should not be left unlocked or unattended.

1.6.9 WEAPONS

The Conservatory prohibits the bringing or possessing of firearms, weapons, or other hazardous or dangerous devices or substances onto Conservatory property.

1.7 ADDITIONAL CONSERVATORY POLICIES

1.7.1 PROCUREMENT POLICY

1.7.1.1 Purpose

The purpose of the Procurement Policy is to establish a procedure for the San Francisco Conservatory of Music (SFCM) concerning the acquisition of goods and services. SFCM's policy is to ensure the purchasing of reasonably-priced, high-quality goods and services while following fair and open business practices. When appropriate, SFCM will support environmentally-friendly vendors. SFCM will also strive to avoid unnecessary purchases whenever possible.

1.7.1.2. Responsibility

A. Final authority for all purchases rests with the Vice President for Finance, the President, and the Board of Trustees. It is the responsibility of the Vice President for Finance to enforce these procedures.

B. Only Department Heads and above are authorized to make purchases. Department Heads may designate individuals within their department to make purchases. However, all purchases must be approved by the Department Head.

C. When an employee is using an SFCM credit card, he/she must be familiar with the Conservatory's credit card policy.

1.7.1.3 Policy

A. All SFCM employees making purchases must follow these guidelines depending on the aggregate price of the purchase. Any non-budgeted purchase over \$20,000 must be approved by the Vice President for Finance in conjunction with the Finance Board.

1. The following procedure applies to all budgeted expenses:

- a.. **Small Procurement:** for purchases less than \$5,000
 - i. Department Heads are expected to seek the maximum value for each purchase and ensure that not excessive or unnecessary purchase will be made.
- b. **Large Procurement:** for purchases greater than (or equal to) \$5,000
 - i. Employees may use a variety of methods to solicit pricing and information from a supplier to promote open competition.
 - ii. Decisions may be made based purely on cost, or on a combination of factors, such as (but not limited to): the qualifications of the vendor; prior experience with the vendor; vendor's proposed approach; and the vendor's familiarity with the requirements of the Conservatory.
 - iii. All purchases in this range must be approved by the appropriate supervisor of the Department Head: the Dean, the Vice President for Finance, or the Vice President for Advancement.
 - iv. All purchases in this range must be specifically approved in the yearly budget. Non-budget expenses in this category must be approved by the Vice President for Finance

B. Federal Regulations

1. In addition to the above policies, SFCM will adhere to the following Office of Management and Budget (OMB) Circulars when appropriate (i.e., when spending money earned by a Federal Grant):

- a. A-110, Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations.
- b. A-122, Cost Principles for Non-Profit Organizations.
- c. A-133, Audits of States, Local Governments, and Non-Profit Organizations.

2. Through the Code of Federal Regulations (CFR), federal agencies provide guidance on its implementation of A-110. HUD implemented A-110 under 42 CFR Part 84, "Grants and Agreements With Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations". This regulation will be followed because SFCM receives federal grants from HUD. For any awards received from other federal agencies, SFCM will adhere to that agency's implementation of A-110, as published in the CFR.

C. Conflict of Interest:

1. When using Federal Grant funds, SFCM employees will use extra diligence to avoid any conflict of interest or appearance of conflict of interest, including:
 - a. An employee, any member of his/her immediate family, his/her partner, or an organization which employs or is about to employ any of the parties indicated herein, who has a financial or other interest in the firm selected for an award.
 - b. An employee shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, unless the gift is an unsolicited item of nominal value.
2. SFCM employees must provide full disclosure of their actions or relations with prospective vendors, contractors, or consultants. If a breach of the code of conduct is detected, it should be immediately reported to the Vice President for Finance.

D. Procedure

1. All made with Federal Grant funds must go through a competitive bidding process. All solicitations for bids that will be paid for by Federal Grant money will include:
 - a. A clear description of the technical requirements for the material, product, or service.
 - b. The factors by which bids and proposals will be evaluated

- c. A description of the acceptable range of functions performed or performance required.
 - d. The specific “brand name or equal” requirements that bidders are required to meet.
 - e. The acceptance, if practical, of the metric system of measurement.
 - f. Preference, if economically feasible, for products and services that conserve natural resources and protect the environment and are energy efficient.
2. When appropriate, lease and purchase alternatives will be considered to determine the most economical and practical procurement.
 3. All procurement will be conducted in a manner to provide open and free competition, as much as possible. When appropriate, SFCM will attempt to solicit small businesses, businesses run by women, or businesses run by minorities. SFCM will also strive to avoid unnecessary purchases.
 4. Exceptions to the Bidding Process
 - a. If a suggested vendor is a sole or single source vendor and the purchase is over the Small Procurement threshold, a Bid Waiver Justification Letter must accompany the purchase request. This letter will state the reason(s) for restricting the purchase to a particular vendor for one of the following reasons:
 - i. This vendor is the only vendor in the world who sells the particular item.
 - ii. Equipment, replacement parts, or repair are compatible with other equipment currently in use in the department, or are from the same manufacturer.
 - iii. Unique manufacture features essential to the intended application.
 - iv. Significant prior knowledge of SFCM’s programs, and a prior history of fulfilling similar assignments successfully and timely.
 - b. If a purchasing emergency arises: abating imminent life safety hazard; keeping vital equipment operational; or preventing substantial economic loss or interruption of a vital service.
 5. Proposal selection will be based on responsiveness to the solicitation, price, quality, deadlines of delivery, warranties, accountability and fulfillment of the service, and other relevant factors.
 6. A record for bids will be kept that will include documentation of:

- a. basis for contractor selection;
 - b. justification for lack of competition, when applicable;and
 - c. basis for award cost or price.
7. Contracts will be capable of holding vendors accountable for contract performance, include mechanisms for dealing with disputes without federal intervention, and capable of enforcing special federal contract clauses when the contract is above the small-purchase limit.

APPENDIX A

**CERTIFICATION OF
SERIOUS HEALTH CONDITION**

San Francisco Conservatory of Music

1. Employee's Name: _____

2. Patient's Name (if different from employee): _____

3. The attached page describes what is meant by the term "serious health condition" under the Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA). described? If so, please check the applicable category.

(1) (2) (3) (4) (5) (6)

The information sought herein and throughout this form relates only to the condition for which the employee is taking FMLA leave. **DO NOT DISCLOSE THE UNDERLYING CONDITION WITHOUT THE CONSENT OF THE PATIENT.**

4. a. State the approximate **date** the patient's condition began, and the probable **duration** of the condition. State the probable duration of the patient's present **incapacity**, if different. ("Incapacity," for purposes of FMLA, is defined to mean inability to work, attend school, or perform other regular daily activities due to the serious health condition, treatment therefore, or recovery therefrom.)

b. Will it be necessary for the employee to take work only **intermittently or to work less than a full schedule** as a result of the condition, including for treatment described in Item 5 below?

Yes No

If yes, give the probable duration.

c. If the condition is a **chronic condition**, state whether the patient is presently incapacitated and the likely duration and frequency of **episodes** of incapacity.

5. a. If additional **treatments** will be required for the condition, provide an estimate of the probable number of such treatments.

If the patient will be absent from work or other daily activities because of **treatment** on an **intermittent** or **part-time** basis, also provide an estimate of the probable number and interval

between such treatments, actual or estimated dates of treatment if known, and period required for recovery, if any.

b. If any of these treatments will be provided by **another provider of health services** (such as a physical therapist), please state the nature of the treatments.

c. If a **regimen of continuing treatment** by the patient is required under your supervision, provide a general description of such regimen (e.g., prescription drugs, physical therapy requiring special equipment).

6. a. **If medical leave is required for the employee's absence from work because of the employee's own condition** (including absences due to chronic condition), is the employee **unable to perform work** of any kind?

Yes No

b. If unable to perform some work, is the employee **unable to perform any one or more of the essential functions of the employee's job?** (Answer after reviewing statements from the Conservatory describing employee's position, or, if none provided, after discussing with the employee).

Yes No

If yes, please list the essential functions the employee is unable to perform.

c. If the employee is able to perform all of the essential functions of the employee's job, is it necessary for the employee to be **absent from work for treatment?**

Yes No

7. a. **If leave is required to care for a family member of the employee with a serious health condition**, does **the patient require assistance** for basic medical or personal need, or for safety or transportation?

Yes N

b. If no, would the employee's presence to provide **psychological comfort** be beneficial to the patient or assist in the patient's recovery?

Yes No

c. If the patient will need care only **intermittently** or on a part-time basis, please indicate the probable **duration** of this need:

Signature of Health Care Provider

Type of Practice

Name of Health Care Provider

Address

Telephone Number

To be completed by an employee needing family leave to care for a family member:

State the care you will provide and an estimate of the period during which care will be provided, including a schedule if leave is to be taken intermittently or if it will be necessary to work less than a full time schedule.

(Employee Signature)

(Date)

Serious Health Condition

A "**Serious Health Condition**" means an illness, injury, impairment, or physical or mental condition that involves one of the following:

1. Hospital Care

Inpatient Care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity or subsequent treatment in connection with or consequent to such inpatient care.

2. Absence Plus Treatment

A. A period of incapacity of **more than three consecutive calendar days** (including any subsequent treatment or period of incapacity relating to the same condition), that also involves:

(1) **Treatment² two or more times** by a health care provider, or by a nurse or physician's assistant under direct supervision of a health care provider, or by a provider of health care services (e.s., physical therapist) under orders of, or on referral by, a health care provider; or

(2) **Treatment** by a health care provider on at **least one occasion** which results in a **regimen of continuing treatment³** under the supervision of the health care provider.

3. Pregnancy [Note: An employee's incapacity due to pregnancy is covered as serious health condition under FMLA but not under CFRA]

Any period of incapacity due to **pregnancy**, or for **prenatal care**.

4. Chronic Conditions Requiring Treatments

A **chronic condition** which:

(1) Requires **periodic visits** for treatment by a health care provider, or by a nurse or physician's assistant under supervision of a health care provider;

² Treatment includes examinations to determine if a serious health condition exists and evaluations of the condition. Treatment does not include routine physical examinations, eye examinations, or dental examinations.

³ A regimen of continuing treatment includes, for example, a course of prescription medicine (e.g., an antibiotic) or therapy requiring special equipment to resolve or alleviate the health condition. A regimen of treatment does not include the taking of over-the-counter medications such as aspirin, antihistamines or salves; or bed-rest, drinking fluids, exercise and other similar activities that can be initiated without a visit to a health care provider.

(2) Continues over an **extended period of time** (including recurring episodes of a single underlying condition); and

(3) May cause **episodic** rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.).

5. Permanent/Long-term Conditions Requiring Supervision

A period of **incapacity** which is **permanent or long-term** due to a condition for which treatment may be effective. The employee or family member must be **under the continuing supervision of , but need not be receiving active treatment by, a health care provider**. Examples include Alzheimer's, a severe stroke, or the terminal stages of a disease.

6. Multiple Treatments (Non-Chronic Conditions)

Any period of absence to receive **multiple treatments** (including any period of recovery therefrom) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, either for **restorative surgery** after an accident or other injury, **or** for a condition that **would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment**, such as cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy), kidney disease (dialysis).

APPENDIX B

**CERTIFICATION OF DISABILITY BECAUSE
OF PREGNANCY, CHILDBIRTH OR RELATED MEDICAL CONDITIONS**

San Francisco Conservatory of Music

1. Employee's Name: _____

2. If the employee needs to take a leave of absence because she is disabled by pregnancy, childbirth or related medical condition, please answer the following questions:

- a. The date on which the employee became disabled due to pregnancy
- b. The probable duration of the period or periods of the employee's disability.
- c. An explanatory statement that, due to the disability, the employee is unable to work at all or is unable to perform any one or more of the essential functions of her position without undue risk to herself, the successful completion of her pregnancy, or to other persons.

3. If the employee is pregnant or has a related medical condition and it is medically advisable that the employee should be transferred to a less strenuous or hazardous position because of pregnancy, please answer the following questions:

- a. The date on which the employee need to transfer became medically advisable.
- b. The probable duration of the period or periods of the employee's need to transfer.
- c. An explanatory statement that, due to the employee's pregnancy, transfer is medically advisable.

Signature of Health Care Provider

Type of Practice

Name of Health Care Provider

Address

Telephone Number

APPENDIX C

SAN FRANCISCO CONSERVATORY OF MUSIC

LEAVE OF ABSENCE FOR NON-WORK-RELATED MEDICAL DISABILITIES **FACT SHEET**

You have provided the Conservatory with notice of your need for a leave of absence. Pursuant to the Family and Medical Leave Act of 1993, we are giving you this Fact Sheet to let you know what you may expect, and what obligations you will have, with regard to your leave of absence.

Am I Eligible for a Leave of Absence?

The Family and Medical Act of 1993 (FMLA) was enacted on February 5, 1993. The FMLA entitles eligible employees to take up to 12 workweeks of unpaid, job-protected leave each year for specified family and medical reasons.

Conservatory policy allows an employee up to a total of six months of unpaid leave whenever the employee is unable to work because of a “serious health condition”.

“*Serious health condition*” means an illness, injury, impairment, or physical or mental condition that involves:

- **Inpatient care** in a hospital, hospice, or other residential health care facility; or
- **Continuing treatment by a health care provider** that includes one or more of the following:
 - (1) **A period of incapacity** (that is, inability to work, attend school or perform other regular daily activities) of **more than three consecutive calendar days**, and any subsequent treatment or period of incapacity relating to the same condition;
 - (2) **Any period of incapacity or treatment for incapacity due to a chronic serious health condition;**
 - (3) **A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective,** such as Alzheimer’s, a severe stroke, and the terminal stages of a disease.
 - (4) **Any period of absence to receive multiple treatments** (including any period or recovery) either for (a) restorative surgery after and accident or other injury, or (b) a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment, such as cancer, severe arthritis and kidney disease.

Leave of Absence for Non-Work-Related Medical Disabilities Fact Sheet

Under some circumstances, employees may take the first 12 workweeks of leave intermittently – which means taking leave in blocks of time, or by reducing their normal weekly or daily work schedule. Leave may be taken intermittently whenever *medically necessary* because the employee is seriously ill and unable to work.

Will My Leave Count Against My FMLA Entitlement?

Unless you have already taken 12 workweeks of leave in the 12 months for any purpose allowed under the FMLA, the leave of absence you have requested will count against your FMLA leave entitlement. The FMLA allows you up to 12 workweeks of absence, for either family care or your own medical condition, in a 12-month period. Conservatory policy is more generous than the law requires, allowing up to six months for a non-work-related medical disability leave of absence, up to four months for a leave of absence due to disability resulting from pregnancy, childbirth or related medical conditions, and up to 12 workweeks in a 12-month period for a family care leave.

What Kind of Documents Must I Provide to the Conservatory?

You must submit a completed *Application for Leave of Absence* as soon as possible.

You must also provide the Conservatory with *written certification (Attachment A)*, signed by your health care provider that contains the following information:

- (1) The date on which your serious health condition began;
- (2) Its probable duration; and
- (3) A statement that, because of the serious health condition, you are not able to perform the essential functions of your position.

If you are seeking *intermittent leave or leave on a reduced leave schedule*, your certification must also state:

- (4) The medical necessity for this kind of leave;
- (5) The expected duration of the intermittent leave or leave on a reduced leave schedule; and, if applicable,
- (6) The date on which the treatment is to be given; and
- (7) The duration of the treatment.

Leave of Absence for Non-Work-Related Medical Disabilities Fact Sheet

“Health care provider” means:

- *Doctors of medicine or osteopathy* authorized to practice medicine or surgery by the state in which the doctor practices; or

- *Podiatrists, dentists, clinical psychologists, optometrists and chiropractors* (limited to manual manipulation of the spine to correct a subluxation as demonstrated by X-ray to exist) authorized to practice, and performing within the scope of their practice, under state law; or
- *Nurse practitioners and nurse-midwives* authorized to practice, and performing within the scope of their practice, as defined under state law; or
- *Christian Science practitioners* listed with the First Church of Christ, Scientist in Boston, Massachusetts.

You should provide certification within 15 days of a request for it, unless it is not practicable. If you do not provide certification in a timely manner, after being requested to do so, you may not be allowed to take your leave of absence until you provide the appropriate certification. In the case of an emergency, if you are already on leave, you may not be allowed to continue your leave. The Conservatory may ask you for re-certification at reasonable intervals, but no more often than every 30 days, unless (1) you request an extension of your leave, (2) the circumstances described by the original certification have changed significantly, or (3) the Conservatory learns of information that casts doubt upon the continuing validity of your original certification.

Must I Use My Paid Time Off as Part of My Leave?

You are not required to use your accrued unused sick leave as part of your leave of absence because of a non-work-related disability. You may use your accrued time off, such as your sick leave, personal days, and vacation time, as part of your leave, but you are not compelled to do so.

The use of paid time off will not extend the length of the leave to which you are otherwise entitled.

Do I Need to Provide Status Reports During My Absence?

Conservatory policy requires that, when you are on a leave of absence due to non-work-related medical disability, you must provide periodic reports, as requested, concerning your status and prospects for your return to work.

Will the Conservatory Continue My Health Plan Coverage During My Absence?

The Conservatory will continue to pay its share of medical, dental and life insurance premiums during your leave of absence. Thereafter, the employee may be eligible for continuation coverage under COBRA.

Do I Need to Provide a Release to Return to Work?

Conservatory policy requires that, before you may return to work from a leave of absence due to a non-work-related medical disability, you must obtain certification from your doctor that you are able to perform all of the essential functions of your position.

What Are My Rights to Reinstatement?

If you and the Conservatory have agreed upon a definite date of return, you will be reinstated on that date, if you notify the Conservatory that you are able to return on or before that date. If the length

of the leave has not been established, or if it differs from the original agreement, you will be returned to work as soon as possible, but no later than 30 days after you notify the Conservatory of your readiness to return.

If you have taken 12 workweeks or less total leave time during a 12-month period, you will be reinstated to the position held before the leave, or will be placed in an equivalent position which is virtually identical to your original position in terms of pay, benefits, promotional opportunities, and working conditions. Benefits will be resumed in the same manner and at the same level as provided when the leave began, subject to whatever changes may have taken place during the leave that affect the entire workplace.

Although you will ordinarily be restored to the same position held before the leave began, you do not have a right to return to the same position.

If the total leave of absence exceeds 12 workweeks, the Conservatory cannot guarantee that you will be reinstated. However, the Conservatory will make a good faith attempt to place you in the same job for which you are qualified, the essential functions of which you can perform with or without reasonable accommodation, if this kind of job exists and is available.

When Can the Conservatory Deny Me Reinstatement?

You are considered to be a “*key employee*” if you are among the highest paid 10% of the employees who are employed within 75 miles of your work-site. Under the law, *the Conservatory may refuse to reinstate a key employee following a leave of absence* for non-work-related medical disability or family care *if*:

- Denial of reinstatement is necessary to prevent “a substantial and grievous” economic injury to the Conservatory’s operations;
- The Conservatory notifies the employee of its intent to deny reinstatement on this basis at the time that it determines that substantial and grievous economic injury will occur; and
- If the leave has begun, the employee decides not to return after receiving this notice.

IF YOU HAVE ANY QUESTIONS CONCERNING YOUR LEAVE OF ABSENCE, YOU SHOULD CONTACT THE VICE-PRESIDENT FOR FINANCE AND ADMINISTRATION.

APPENDIX D

SAN FRANCISCO CONSERVATORY OF MUSIC

LEAVE OF ABSENCE FOR DISABILITY DUE TO PREGNANCY, CHILDBIRTH OR RELATED MEDICAL CONDITIONS FACT SHEET

You have provided the Conservatory with notice of your need for a leave of absence. Pursuant to the Family and Medical Leave Act of 1993, we are giving you this Fact Sheet to let you know what you may expect, and what obligations you will have, with regard to your leave of absence.

Am I Eligible for a Leave of Absence?

The Family and Medical Leave Act of 1993 (FMLA) was enacted on February 5, 1993. The FMLA entitles eligible employees to take up to 12 workweeks of unpaid, job-protected leave each year for specified family and medical reasons.

Under the FMLA, a covered employer must grant an eligible employee up to a total of 12 workweeks of unpaid leave during any 12-month period when the employee is unable to work because of a “serious health condition.”

“*Serious health condition*” means an illness, injury, impairment, or physical or mental condition that involves:

- **Inpatient care** in a hospital, hospice, or other residential health care facility; or
- **Continuing treatment by a health care provider** that includes one or more of the following:
 - (1) **Any period of incapacity** (that is, inability to work, attend school or perform other regular daily activities) of **more than three consecutive calendar days**, and any subsequent treatment or period of incapacity relating to the same condition;
 - (2) **Any period of incapacity or treatment for incapacity due to a chronic serious health condition;**
 - (3) **A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective,** such as Alzheimer’s, a severe stroke, and the terminal stages of a disease.
 - (4) **Any period of absence to receive multiple treatments** (including any period or recovery) either for (a) restorative surgery after an accident or other injury, or (b) a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment, such as cancer, severe arthritis and kidney disease.

California law requires the Conservatory to allow employees who are *disabled* due to pregnancy, childbirth or related medical conditions to take four months of leave, as needed. Leave is available for all disabilities related to each pregnancy and does not need to be taken in one continuous period of time.

Will My Leave Count Against My FMLA Entitlement?

Unless you have already taken 12 workweeks of leave in the last 12 months for any purpose allowed under the FMLA, the leave of absence you have requested will count against your FMLA leave entitlement. The FMLA allows you up to 12 workweeks of absence, for either family care or your own medical condition, in a 12-month period. Conservatory policy is more generous than the law requires, allowing up to six months for a non-work-related medical disability leave of absence, up to four months for a leave of absence due to disability resulting from pregnancy, childbirth or related medical conditions, and up to 12 workweeks in a 12-month period for a family care leave.

What Kind of Documents Must I Provide to the Conservatory?

You must submit a completed *Application for Leave of Absence* as soon as possible.

If you have requested a leave of absence due to a disability because of pregnancy, childbirth or related medical conditions, you must submit *written certification (Attachment B)* from your doctor that states your expected delivery date and the estimated length of your leave, including any period of time before and after delivery that you are expected to be disabled, assuming a normal delivery.

The Conservatory may ask you for *re-certification* of your disability if you request an extension of your leave.

Must I Use My Paid Time Off as Part of My Leave?

You are not required to use your accrued unused sick leave as part of your leave of absence due to disability because of pregnancy, childbirth or related medical conditions. You may use your accrued time off, such as your sick leave, personal days, and vacation time, as part of your leave, but you are not compelled to do so.

The use of paid time off will not extend the length of the leave to which you are otherwise entitled.

Do I Need Provide Status Reports During My Absence?

Conservatory policy requires that, when you are on a leave of absence due to non-work-related medical disability, you must provide periodic reports, as requested, concerning your status and prospects for return to work.

Will the Conservatory Continue My Health Plan Coverage During My Absence?

The Conservatory will continue to pay its share of medical, dental and life insurance premiums during your leave of absence. Thereafter, the employee may be eligible for continuation coverage under COBRA.

Do I Need to Provide a Release to Return to Work?

Conservatory policy requires that, before you may return to work from a leave of absence due to a non-work-related medical disability, you must obtain certification from your doctor that you are able to perform all of the essential functions of your position.

What Are My Rights to Reinstatement?

If you and the Conservatory have agreed upon a definite date of return, you will be reinstated on that date, if you notify the Conservatory that you are able to return on or before that date. If the length of the leave has not been established, or if it differs from the original agreement, you will be returned to work as soon as possible, but no later than 30 days after you notify the Conservatory of your readiness to return.

If you return to work after four months or less, the Conservatory will reinstate you to the job you held before your leave began, unless one of the following conditions exists:

- You would not otherwise have been employed in your same job at the time reinstatement is requested;
- Your job could not be kept open or filled by a temporary employee without substantially undermining the Conservatory's ability to operate safely and efficiently;
- You have directly or indirectly indicated your intention not to return to your job;
- You are no longer able to perform the essential functions of your job with or without reasonable accommodation; or
- You are no longer qualified for the job.

If the Conservatory cannot reinstate you to your job, it will offer you a substantially similar job provided that 1) a substantially similar position exists and is available, 2) filling the available position would not substantially undermine the Conservatory's ability to operate safely and efficiently, and 3) you are qualified for the position.

IF YOU HAVE ANY QUESTIONS CONCERNING YOUR LEAVE OF ABSENCE, YOU SHOULD CONTACT THE HR MANAGER OR THE VICE-PRESIDENT FOR FINANCE AND ADMINISTRATION.

APPENDIX E

SAN FRANCISCO CONSERVATORY OF MUSIC

FAMILY CARE LEAVE OF ABSENCE FACT SHEET

You have provided the Conservatory with notice of your need for a leave of absence. Pursuant to the Family and Medical Leave Act of 1993, we are giving you this Fact Sheet to let you know what you may expect, and what obligations you will have, with regard to your leave of absence.

- **Am I Eligible for a Leave of Absence?**

The Family and Medical Act of 1993 (FMLA) was enacted on February 5, 1993. The FMLA entitles eligible employees to take up to 12 workweeks of unpaid, job-protected leave each year for specified family and medical reasons.

To be eligible for family care leave, you must:

- Have worked for the Conservatory for a total of at least 12 months; and
- Have worked at least 1,250 hours over the previous 12 months.

Under the FMLA, the Conservatory must grant all eligible employees up to a total of 12 workweeks of unpaid leave during any 12-month period for one or more of the following reasons:

- The birth of your child and to care for the child;
- The placement of a child with you in connection with the adoption or foster care of the child by you; or
- To care for a child, parent or a spouse, domestic partner or child of a domestic partner who has a serious health condition. Domestic partner is defined as partner with whom the employee is living in a quasi marital relationship.

"Serious health condition" means an illness, injury, impairment, or physical or mental condition that involves:

- **Inpatient care** in a hospital, hospice, or other residential health care facility; or
- **Continuing treatment by a health care provider** that includes one or more of the following:

(1) **A period of incapacity** (that is, inability to work, attend school or perform other regular daily activities) of **more than three consecutive calendar days**, and any subsequent treatment or period of incapacity relating to the same condition;

(2) **Any period of incapacity or treatment for incapacity due to a chronic serious health condition.**

(3) **A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective,** such as Alzheimer's, a severe stroke, and the terminal stages of a disease.

(4) **Any period of absence to receive multiple treatments** (including any period of recovery) either for (a) restorative surgery after an accident or other injury, or (b) a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment, such as cancer, severe arthritis and kidney disease.

Spouses who are both employed by the Conservatory are jointly entitled to a combined total of 12 workweeks of family leave for the birth or placement of a child for adoption or foster care, and to care for a parent (but not a parent-in-law) who has a serious health condition.

Leave for birth or placement for adoption or foster care must conclude within 12 months of the birth or placement.

Under some circumstances, employees may take FMLA leave intermittently - which means taking leave in blocks of time, or by reducing their normal weekly or daily work schedule. FMLA leave may be taken intermittently whenever *medically necessary* to care for a seriously ill family member. If FMLA leave is for birth or placement for adoption or foster care, use of intermittent leave is subject to the employer's approval.

- **Will My Leave Count Against My FMLA Entitlement?**

Unless you have already taken 12 workweeks of leave in the last 12 months for any purpose allowed under the FMLA, the leave of absence you have requested will count against your FMLA leave entitlement. The FMLA allows you up to 12 workweeks of absence, for either family care or your own medical condition, in a 12-month period.

Conservatory policy is more generous than the law requires, allowing up to six months for a non-work-related medical disability leave of absence, up to four months for a leave of absence due to disability resulting from pregnancy, childbirth or related medical conditions, and up to 12 workweeks in a 12-month period for a family care leave.

- **What Kind of Documents Must I Provide to the Conservatory?**

You must submit a completed *Application for Leave of Absence* as soon as possible.

You must also provide the Conservatory with *written certification (Attachment A)* signed by your health care provider, that contains the following information:

- (1) The date on which the serious health condition began;
- (2) Its probable duration; and
- (3) An estimate of the amount of time which the doctor or health care provider believe the employee needs to care for the child, parent or spouse; and
- (4) A statement that the serious health condition warrants the participation of a family member to provide care during a period of treatment or supervision of the child, parent or spouse.

If you are seeking *intermittent leave or leave on a reduced leave schedule*, your

certification must also state:

- (5) The medical necessity for this kind of leave;
- (6) The expected duration of the intermittent leave or leave on a reduced leave schedule; *and, if applicable,*
- (7) The date on which the treatment is to be given; and
- (8) The duration of the treatment

“*Health care provider*” means:

- *Doctors of medicine or osteopathy* authorized to practice medicine or surgery by the state in which the doctor practices; or
- *Podiatrists, dentists, clinical psychologists, optometrists and chiropractors* (limited to manual manipulation of the spine to correct a subluxation as demonstrated by X-ray to exist) authorized to practice, and performing within the scope of their practice, under state law; or
- *Nurse practitioners and nurse-midwives* authorized to practice, and performing within the scope of their practice, as defined under state law; or
- *Christian Science practitioners* listed with the First Church of Christ, Scientist in Boston, Massachusetts.

If you do not provide certification in a timely manner, after being requested to do so, you may not be allowed to take your leave of absence until you provide the appropriate certification. In the case of an emergency, if you are already on leave, you may not be allowed to continue your leave.

The Conservatory may ask you for re-certification at reasonable intervals, but no more often than every 30 days, unless (1) you request an extension of your leave, (2) the circumstances described by the original certification have changed significantly, or (3) the Conservatory learns of information that casts doubt upon the continuing validity of your original certification.

Must I Use My Paid Time Off as Part of My Leave?

You may, if you choose, use your accrued unused vacation and personal days as part of your leave of absence. This rule means that if you have requested a four-week leave of absence and you have two weeks of accrued vacation, you may take the first two weeks of your leave as vacation and the second two weeks as unpaid leave. You may not use your accrued unused sick leave as part of this kind of leave of absence.

The use of paid time off will not extend the length of the leave to which you are otherwise entitled.

Will the Conservatory Continue My Health Plan Coverage During My Absence?

The Conservatory will continue to pay its share of medical, dental and life insurance premiums during your leave of absence. Thereafter, the employee may be eligible for continuation coverage under COBRA.

What Are My Rights to Reinstatement?

Upon return from a family care leave, if you have taken a total of 12 workweeks or less on non-occupational medical disability leave (not including pregnancy) and family care leave in a 12-month period, *you will be returned to the position held when the leave began, or to an equivalent position which is virtually identical to your original position in terms of pay, benefits, promotional opportunities, and working conditions.* Although you ordinarily will be restored to the same position hold before the leave began, you do not have a right to return to the same position.

If your total leaves of absence for family care and a serious health condition exceed 12 workweeks of leave in a 12-month period, the Conservatory cannot guarantee that you will be reinstated. However, we will make a good faith attempt to place you in the same job or a similar job for which you are qualified, the essential functions of which you can perform with or without reasonable accommodation, if this kind of job exists and is available.

When Can the Conservatory Deny Me Reinstatement?

You are considered to be a “*key employee*” if you are among the highest paid 10% of the employees who are employed within 75 miles of your work-site. Under the law, *the Conservatory may refuse to reinstate a key employee following a leave of absence* for non-work-related medical disability or family care if:

- Denial of reinstatement is necessary to prevent “a substantial and grievous” economic injury to the Conservatory’s operations;
- The Conservatory notifies the employee of its intent to deny reinstatement on this basis at the time that it determines that substantial and grievous economic injury will occur; and
- If the leave has begun, the employee decides not to return after receiving this notice.

IF YOU HAVE ANY QUESTIONS CONCERNING YOUR LEAVE OF ABSENCE, YOU SHOULD CONTACT THE VICE-PRESIDENT FOR FINANCE AND ADMINISTRATION.

PART TWO

PERSONNEL PRACTICES – PREP & EXTENSION FACULTY

2.1 EMPLOYEE CLASSIFICATIONS

Faculty employees at the San Francisco Conservatory of Music are classified in various ways, as set forth below.

2.1.1. By Number of Hours Worked.

- **Regular Full-time Faculty.**
Full-Time appointments are made by the Director of the Preparatory and Extension Divisions by June 30 for the year beginning September 1.
Full-Time preparatory faculty appointments consist of:
 1. 19.5 minimum hours per week teaching during fall and spring semesters.
 2. Some combination of the following as agreed upon with the Director: committee work, summer program teaching (other than Private teaching), or special projects related to Prep activities.
- **Regular Part-time Faculty.** Faculty members who teach fewer hours than those which define full-time, as designated above, are considered part-time.

2.1.2. By Method of Payment.

- **Salaried Employees.** These employees have employment agreements that specify an hourly rate of pay.
- **Hourly Employees.** These employees have employment agreements that specify an hourly rate of pay.

2.1.3 By Length of Employment.

- **Temporary Employees.** Temporary employees may work either full-time or part-time. Temporary employees are not entitled to any Conservatory-provided benefits.

2.2 EMPLOYMENT AGREEMENT

For purposes of this document, the term “contract” is taken to mean the Employment Agreement and Appointment offered to the employee. An employment agreement is a written agreement between the Conservatory and a faculty member which states in writing his or her faculty status and salary and other terms or conditions of employment.

- A. In cases where the Conservatory does not intend to renew a full-time contract, a faculty member must be so notified no later than February 1 of the contracted year.
- B. Part-time faculty who are not salaried, and who are paid on the basis of a lesson or classroom hourly rate, cannot be guaranteed a specific number of students.
- C. Contracted teaching responsibilities for part-time faculty may be cancelled for reasons of inadequate registration, which will normally be considered fewer than seven course registrations.

2.3 NEW HIRES

All offers of employment are contingent on verification of your right to work in the United States. Within 72 hours of beginning work employees are to provide original documents verifying their right to work and to sign an Employment Eligibility Verification Form (I-9). If an employee cannot verify his or her right to work in the United States, his or her employment may be terminated.

2.4 ABSENCES DUE TO ILLNESS

If you are sick and need to cancel classes and/or lessons, you must call the Preparatory Office at 759-3420 each day you are absent.

If you miss work because of sickness, the Administration reserves the right to ask for a doctor’s certificate. The Conservatory reserves the right to ask that you obtain a doctor’s release concerning your fitness for duty before you are allowed to return to work.

If you are hospitalized or out sick for more than seven calendar days for an injury or illness that is not work-related, you should apply for State Disability Insurance (SDI) benefits. (See page 21 under Medical Leaves of Absence.)

Short-term Absence Due to Professional Activity or Personal Reasons: Please refer to the section of the manual titled, “Personal Leaves”.

2.5 SUSPENSION/DISMISSAL

No faculty member shall be suspended or dismissed during the term of his or her contract without due cause and a hearing as described below. The President may suspend a faculty member without reduction in pay, in which case a hearing must be held within two weeks.

Due cause shall be defined as:

- (1) Substantive non-performance of assigned duties.
- (2) Misconduct. Examples of misconduct include, but are not limited to, the following:
 - Stealing or removing without permission Conservatory property or the property of another employee, a student, or a visitor.
 - Assault on Conservatory property;
 - Harassing, threatening, intimidating, or coercing another employee or student on or off the job;
 - Bringing or possessing firearms, weapons, or other hazardous or dangerous devices or substances onto Conservatory property;
 - Deliberate violation of Conservatory regulations or policies;
 - Serious insubordination;
 - Possession, use, distribution, or sale of illegal drugs on Conservatory property, or while conducting Conservatory business, or reporting for duty under the influence of alcohol or illegal drugs;
 - Misuse or abuse of the Conservatory's e-mail, voicemail and Computer Network Systems Policy;
 - Any other act which is unprofessional or which is potentially detrimental or embarrassing to the Conservatory, or which reflects poorly on the Conservatory.

Hearing shall consist of:

- (1) A hearing and/or review of the case by the Director of the Preparatory and Extension Divisions, and the Dean. A report of this review will then be transmitted to the President.
- (2) The faculty member in question has the right to appear before the President for the purposes of presenting his or her case.

In all cases, the final decision is made by the President.

This procedure does not apply to a non-renewal of contract.

2.6 PAY DAYS

Faculty members are paid semi-monthly. Payday is on the 15th and the last day of the month. However, when a payday falls on a holiday or a weekend, you will be paid on the last day of work before the regularly scheduled payday. On payday, paychecks may be claimed at the Business Office during window hours.

2.7 REIMBURSEMENT FOR TRAVEL EXPENSES

When the specified responsibilities of an employee require travel away from the Conservatory (other than the normal to and from work), the Conservatory will reimburse the employee for reasonable out-of-pocket expenses upon presentation of receipts. Prior approval must be obtained for anticipated expenses which total more than \$50.00. Use of personal automobiles will be reimbursed at an annually-reviewed rate. Tolls and parking will also be reimbursed.

2.8 USE OF CONSERVATORY TELEPHONE

Conservatory employees are urged to make personal calls on their own time whenever possible. However, in the event that you need to make a personal call, you are required to keep a telephone call register to record all message-unit and long-distance calls, and you will be required to reimburse the school for any personal toll calls.

2.9 CONSERVATORY KEYS

Employees are issued keys they will require upon signing an employment agreement. These keys are Conservatory property and are to be handled carefully. They may not be loaned to others. Duplication of the keys is prohibited. Loss of the keys must be reported immediately to the Building Manager or Vice-President of Finance and Administration. A replacement fee of \$5 per key is charged for lost keys. A fee of \$25 is assessed if keys are not surrendered upon termination.

2.10 OUTSIDE EMPLOYMENT

The Conservatory reserves the right to require that full-time faculty members obtain permission from the Director of Preparatory and Extension Divisions before commencing any additional employment outside the Conservatory. This permission will not be withheld arbitrarily. The Conservatory's policy is that any outside employment that constitutes a conflict of interest (i.e., if it is judged to compromise the faculty member's ability to act in the best interests of the Conservatory) is prohibited, and the Conservatory reserves the right to be the sole judge of whether such employment constitutes a conflict of interest. If there is judged to be a conflict, the faculty member has the option of resigning employment at the Conservatory or declining said outside employment.

