



**CURTIS**  
INSTITUTE OF MUSIC

**STAFF HANDBOOK**  
January 2020

## January 2020 Employee Handbook Revisions

The revised January 2020 Staff Employee Handbook with revisions effective on January 1, 2020 (unless noted) is attached. This handbook is applicable to all exempt and non-exempt staff employees. The intent of this memo is to provide a brief summary of the more significant changes that were made to the handbook. The handbook serves as a reference tool but does not replace or supersede specific Plan documents that govern the administration of various programs and benefits. As a staff member, it is your responsibility to read and become familiar with the policies contained in the handbook. If you have questions concerning any of the contents, please address them with the Senior Director of Human Resources or the Senior Vice President of Administration. The following is a summary of the changes:

- Page 5 – The work week is defined as 37.5/hours per week;
- Page 15 – Effective June 1, 2020, benefit eligibility is based on 30/hours per week;
- Page 22 – Vacation days for NEW HIRES (hired after January 1, 2020) will begin at 10 (5 for part-time). After five years, impacted employees move to 20 days (10 for part-time). Existing employees are grandfathered and will abide by the vacation policy outlined in the 2017 Staff Handbook;
- Page 30 – Employees receive 5 sick days per year;
- Page 31 – Effective June 1, 2020, the extended sick leave benefit is 60% with a \$6,000 cap;
- Page 31 – Effective June 1, 2020, the parental leave benefit is 6 weeks (this may be extended to 8 weeks with accrued vacation time);
- Page 31 – In the Bereavement policy, “immediate family” refers to parent, children, and siblings, or others residing with the employee with a comparable relationship

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## Introduction

This staff handbook has been prepared to communicate Curtis's general policies and procedures to you and other staff members. It is designed to be used as a reference for a broad range of issues, but it is not, and should not be viewed as, an all-inclusive resource.

This staff handbook is not a contract of employment between Curtis and you, or Curtis and any other employee. This staff handbook does not contain or make any promises, either express or implied, that your employment, or the employment of anyone else, with Curtis is for any period of time or duration.

Curtis reserves the right to modify, amend, or eliminate any or all of its policies, procedures, and benefits, at any time, with or without prior notice, in its sole discretion. Curtis also retains the right and responsibility to manage its business affairs; make all business-related and employment-related decisions; and establish, interpret, and apply its policies, procedures, and benefits as it deems appropriate.

This staff handbook supersedes and replaces any prior handbooks.

## **I. Joining Curtis**

### **CURTIS PHOTO ID**

Curtis issues photo ID cards to all employees. This card must be obtained from the senior director of facility operations. Your ID card identifies you as an employee of Curtis and serves as your pass into our facilities and offices. It must be available for inspection and identification purposes at all times. The loss or damage of your ID card must be reported immediately to the senior director of facility operations. All ID cards remain the property of Curtis and must be turned into Curtis upon termination of employment, layoff, or at other times as directed. Employees who permit others to wear or use their ID cards are subject to disciplinary action, up to and including discharge from employment.

### **STANDARD HOURS**

The regular schedule of daily hours at Curtis is 9 a.m. to 5 p.m., Monday through Friday, with a one-half hour lunch period or 37.5 hours per week. Not all employees follow this schedule: Certain employees may be required to follow a different schedule. Hours for employees who have issues with prevailing schedules may be adjusted on an individual basis with a supervisor's approval.

If for any reason work hours extend into the evening or weekends, employees may adjust their schedules with a supervisor's approval for compensatory time off, provided it is agreed upon in advance by both supervisor and employee and does not interfere with coverage of essential Curtis functions. Compensation for meals may also be provided in such instances, if agreed upon in advance by both supervisor and employee.

During the summer, Curtis may announce and institute "summer hours," which may include a shortened work week and/or a shortened work day.

### **MINIMUM AGE**

All full-time employees must be eighteen years of age or older or a high-school graduate seventeen years of age. In certain circumstances individuals under eighteen years of age may be employed subject to the requirements of state and federal law. Individuals under eighteen years of age may be employed in theatrical productions, musical recitals, or concerts; however, state regulations impose certain restrictions and Curtis must abide by those requirements. The senior director of human resources should be consulted for further information.

### **IMMIGRATION REFORM AND CONTROL ACT**

The Immigration Reform and Control Act makes it unlawful for Curtis to hire any person who is not legally authorized to work in the United States. Upon hire, new employees will be required to complete an I-9 form and provide documentation of citizenship or eligibility to work in the United States. Employees who have requisite work visas will be required to maintain current visas and provide the senior director of human resources with up-to-date information.

### **PROBATION**

The first ninety (90) days of employment are probationary. During this time both parties may assess suitability for employment. This also provides management an opportunity to assess skill levels and address areas of potential concern. During the ninety (90) days of the probationary period,

employment may be terminated by either party for any reason whatsoever, with or without cause, and without notice. At its sole discretion, Curtis may choose to extend the probationary period.

## **AT-WILL EMPLOYMENT**

An employee of Curtis is a person who regularly works for Curtis for wages. Unless specifically stated otherwise in writing, all Curtis employees are “at-will” employees. You have the right to terminate your employment with Curtis at any time, with cause or without any cause, and without any advance notice prior to such termination. Similarly, Curtis may terminate your employment with Curtis in the same manner. Also, the terms and conditions of your employment with Curtis—including, but not limited to, your job assignment, duties, compensation, benefits, and work location—may be changed at any time by Curtis with cause or without any cause, and without any advance notice prior to such change. This is called at-will employment or employment-at-will. Nothing in this handbook, the offer letter, or other handbooks alters your at-will employment with Curtis. Moreover, no statement, promise, or agreement by anyone, at any time, written or oral, will change, or can be relied upon by you to change, your at-will employment with Curtis, except that if you are a party to a written employment agreement signed by you and signed on behalf of Curtis by either the president of Curtis or the chair of Curtis’s board of trustees, such written agreement can contain enforceable terms that provide for employment, other than at-will employment, which shall govern your employment with Curtis.

## **CODE OF CONDUCT AND ETHICS**

Curtis enjoys an excellent reputation, which it has earned through the individual efforts of its faculty, staff, and students. Curtis expects all members of the Curtis community to fulfill their responsibilities and to maintain the highest of ethical standards in order to preserve Curtis’s reputation.

Each employee of Curtis shall adhere to professional and ethical standards of behavior and use principles including integrity, respect, acceptance of diversity, dedication, and collaboration in every action taken or decision made on behalf of Curtis. Any deviation from the policies and procedures in this staff handbook may be grounds for disciplinary action, including, but not limited to, a written warning, an unpaid suspension from work, or discharge from employment, as management deems appropriate.

Serious infractions or departures from acceptable employee conduct, whether occurring off-duty or at work, may result in prompt discharge from employment. Following is a non-exhaustive list of examples of serious infractions. Since there will undoubtedly be situations that are not specifically covered in this list, every employee must keep ethical and professional standards in mind in all decisions and actions in which they are involved at Curtis or that affect Curtis:

- dishonesty of any kind
- violent or threatening behavior of any kind
- unlawful manufacture, distribution, dispensing, possession, purchase, transfer, sale, or use of a controlled substance or other drug (including, for example, illegal drugs or legal drugs not legally obtained or not being used for prescribed purposes), or unauthorized alcohol on Curtis property, while at work for Curtis, or during participation in any activities of Curtis, regardless of whether such activities take place on or off the property of Curtis



- the failure to give written notification to the senior vice president for administration of any conviction for a violation of a criminal drug statute occurring in the workplace within five (5) calendar days after such conviction
- being at work or on Curtis property in an intoxicated condition or under the influence of alcohol or unlawfully used drugs
- use of alcohol or possession of alcohol while at work or on Curtis property, except in connection with a social event authorized by Curtis
- theft or misappropriation of any Curtis property or the property of any of its employees, faculty, students, or vendors
- willful abuse or destruction of any Curtis property or the property of any of its employees, faculty, students, or vendors
- insubordination
- engaging in conduct that constitutes unlawful discrimination, harassment, or retaliation
- unprofessional or unacceptable conduct constituting harassment or retaliation in violation of Curtis policy
- misrepresentation in obtaining employment with Curtis
- tardiness or absenteeism that is abusive, excessive, or repetitive as defined by the employee's supervisor, provided that such behavior is not protected by the Family and Medical Leave Act or any other law
- breach of confidentiality
- nondisclosed conflict of interest

## **FRAUD**

The fraud policy was established to facilitate the development of controls that will aid in the detection and prevention of fraud against the Curtis Institute of Music. It is the intent of Curtis to promote consistent organizational behavior by providing guidelines and assigning responsibility for the development of controls and conduct of investigations.

This policy applies to any irregularity, or suspected irregularity, involving employees as well as trustees, consultants, vendors, contractors, outside agencies doing business with employees of such agencies, and/or any other parties with a business relationship with Curtis.

Any investigative activity required will be conducted without regard to the suspected wrongdoer's length of service, position/title, or relationship to Curtis.

Management is responsible for the detection and prevention of fraud, misappropriations, and other irregularities. Fraud is defined as the intentional false representation or concealment of a material fact for the purpose of inducing another to act upon it to his or her injury. Each member of management will be familiar with the types of improprieties that might occur within his or her area of responsibility and be alert for any indication of irregularity. Any irregularity that is detected or suspected must be reported immediately.

The terms defalcation, misappropriation, and other fiscal irregularities refer to, but are not limited to:

- any dishonest or fraudulent act;
- misappropriations of funds, securities, supplies, or other assets;

- impropriety in the handling or reporting of money or financial transactions;
- accepting or seeking anything of material value from contractors, vendors, or persons; providing services/materials to Curtis with the exception of gifts less than \$50 in value;
- destruction, removal, or inappropriate use of records, furniture, fixtures, and equipment; and
- any similar or related activity

Irregularities concerning an employee's moral, ethical or behavioral conduct should be resolved by departmental management and the human resources committee of the board of trustees.

If there is any question as to whether an action constitutes fraud, contact the senior vice president for administration for guidance.

Any irregularity that is detected or suspected must be reported immediately to any of the following persons by telephone or by letter addressed to any of them at the Curtis Institute of Music, 1726 Locust Street, Philadelphia, PA 19103:

- the president and CEO;
- the senior vice president for administration;
- the chair of the finance committee; and/or
- the vice chairs of the Curtis board of trustees.

Any of the above-mentioned will refer the matter to the Investigative Unit.

The senior vice president for administration, vice chairs of the board of trustees, and chair of the finance committee ("the Investigative Unit") have the primary responsibility for the investigation of all suspected fraudulent acts as defined in the policy. If the investigation substantiates that fraudulent activities have occurred, the Investigative Unit will issue reports to appropriate designated personnel and, if appropriate, to the audit committee of the board of trustees.

Decisions to prosecute or refer the examination results to the appropriate law enforcement and/or regulatory agencies for independent investigation will be made in conjunction with legal counsel and senior management, as will final disposition of the case.

It shall be a violation of this policy, and grounds for disciplinary action up to and including termination of employment, for any Curtis employee to discharge, demote, suspend, threaten, harass, or in any other manner retaliate against any Curtis employee by reason of his or her submission in good faith of any report of an irregularity. This policy is not intended to, and does not, create any rights, or any private right of action in any person.

Members of the Investigative Unit will have:

- free and unrestricted access to all Institute records and premises; and
- the authority to examine, copy, and/or remove all or any portion of the contents of files, desks, cabinets, and other storage facilities in the premises without prior knowledge or consent of any individual who might use or have custody of any such items or facilities when it is within the scope of their investigation.

Great care must be taken in the investigation of suspected improprieties or irregularities so as to avoid mistaken accusations or alerting suspected individuals that an investigation is under way.

An employee who discovers or suspects fraudulent activity will contact the Investigative Unit immediately. The employee or other complainant may remain anonymous. All inquiries concerning the activity under investigation from the suspected individual, his or her attorney or representative, or any other inquirer should be directed to the Investigative Unit. No information concerning the status of an investigation will be given out.

The reporting individual should be informed of the following:

- Do not contact the suspected individual in an effort to determine facts or demand restitution.
- Do not discuss the case, facts, suspicions, or allegations with anyone unless specifically asked to do so by the Investigative Unit.

If an investigation results in a recommendation to terminate an individual, the recommendation will be reviewed for approval by the designated representatives from the human resources committee of the board of trustees and, if necessary, by outside legal counsel before any such action is taken. The Investigative Unit does not have the authority to terminate an employee. The decision to terminate an employee is made by senior management. Should the Investigative Unit believe the management decision inappropriate for the facts presented, the facts will be presented to the executive committee of the board of trustees for a decision.

The senior vice president for administration is responsible for the administration, revision, interpretation, and application of this policy. The policy will be reviewed annually and revised as needed.

This policy is a statement of procedures that govern conduct of one aspect of Curtis's operations. It does not constitute a contract of employment. Curtis retains its managerial discretion regarding the interpretation and application of this policy. This policy is subject to change and may be deleted, revised, or updated at any time with or without notice.

## **BACKGROUND AND CRIMINAL CHECKS**

Each employee's hire is subject to written consent for a background and criminal check. If the background and criminal check indicates prior or current criminal charges and/or convictions, Curtis reserves the right to deny employment. In addition, staff, faculty, students, volunteers, and outside contractors who have contact with minors must successfully pass Pennsylvania's Act 153 requirements.

## II. Working at Curtis

### **DRESS AND APPEARANCE STANDARDS**

All staff members of Curtis shall present a personal appearance while on duty that is appropriate for their position and work assignments, and that fosters a positive and professional atmosphere and image appropriate for this educational institution. A staff member's personal appearance under this policy includes matters such as dress, grooming, personal hygiene, and adornment.

Curtis recognizes and respects individuality in personal appearance. However, Curtis has a business need to present, through its employees, a professional and positive appearance to the educational and business communities, and to maintain a positive, respectful, and safe environment. Proper dress, grooming, personal hygiene, adornment, and other aspects of personal appearance are important work-related requirements.

Many forms of dress or attire, including, for example, head coverings required by an employee's religious beliefs, ordinarily will meet the requirements of this policy. If Curtis determines that the personal appearance standards are not being met, reasonable accommodation or exception, if requested by the employee, will be given consideration by Curtis. Reasonable accommodation or exception with respect to the application of this policy may be requested by employees in other circumstances.

Employees may present a request for an exception or reasonable accommodation to their supervisor or the senior vice president for administration. Each request will be given consideration and a response will be provided to the employee.

### **DRUG-FREE WORKPLACE AND CAMPUS**

Curtis has adopted a Drug- and Alcohol-Abuse Prevention Policy in order to provide and maintain a workplace and campus free of the unlawful use of drugs and alcohol. Parts of this policy are based upon the Drug-Free Schools and Communities Act Amendments of 1989, the Drug-Free Workplace Act of 1988, and applicable regulations issued by the United States Department of Education. For purposes of this policy, drugs are defined as any legal or illegal substance including prescribed medication, over-the-counter medication, alcoholic beverages, unprescribed controlled substances, or any other substances which may affect an employee's productivity and ability to perform her duties, and/or potentially affects the safety and/or well-being of the employee or others. The National Institution of Drug Abuse provides a list of drugs which include, but are not limited to, alcohol, amphetamines, anabolic steroids, caffeine, cannabis, cocaine, ecstasy, hallucinogens, inhalants, nicotine, opiates, phencyclidine, sedative, hypnotic, or anti-anxiety drugs.

Curtis intends through this policy to promote a safe learning and work environment for its community and to discourage and prevent unlawful conduct and activities relating to drugs and alcohol. This policy and the procedures implementing it are applicable to all members of the Curtis community and applicants for employment with Curtis.

All members of the Curtis community are prohibited from unlawfully manufacturing, distributing, dispensing, possessing, purchasing, transferring, selling, or using a controlled substance (sometimes called an illicit drug) and/or alcohol on Curtis property or during participation in any activities of

Curtis regardless of whether such activities take place on or off the property of Curtis. Also, all members of the Curtis community are required to be at Curtis without having engaged in the current, illegal use of any controlled substance and free of the unlawful presence of any controlled substance in their body systems. There is one narrow exception to this general prohibition. From time to time, Curtis serves alcoholic beverages at business events and other functions. In the event that Curtis serves alcohol under these circumstances, you must be 21 years of age or older to consume the alcohol, and you must limit your consumption of alcoholic beverages to an amount which will not result in your becoming impaired or under the influence.

All members of the community are prohibited from storing in a locker or desk, or other repository on Curtis property, any controlled substance that is not lawful for him or her to possess. Anyone who is convicted for a violation of a criminal drug statute occurring in the workplace must notify the senior vice president for administration, in writing, of such conviction within five (5) calendar days after such conviction. Anyone who engages in conduct that is prohibited by this policy or do not give the required notice of conviction will be subject to disciplinary sanctions, as determined by Curtis, in its discretion, up to and including discharge from Curtis. Also, anyone who engages in conduct prohibited by this policy may be required to successfully complete a rehabilitation or treatment program, determined to be appropriate by Curtis, in its discretion, in order to be eligible to remain at Curtis. Curtis has the discretion whether or not to accept the determination made by the rehabilitation or treatment program that the employee successfully completed such program. Reinstatement or employment with Curtis, either during or upon successful completion of a rehabilitation or treatment program, is not guaranteed. The decision whether or not to reinstate at any time will be made solely by Curtis, in its discretion.

All members of the Curtis community are reminded that the unlawful manufacture, distribution, dispensing, possession, purchase, transfer, sale, or use of controlled substances (i.e., illicit drugs) and/or alcohol is against the law. Curtis may refer any violations of law to local, state, or federal law enforcement authorities for prosecution (see Appendix B for sanctions under local, state, and federal law for unlawful possession, use, or distribution of illicit drugs and alcohol).

## **DRUG AND ALCOHOL ABUSE PREVENTION**

All members of the Curtis community are reminded that there are serious health risks associated with the unlawful use of controlled substances. “Excessive alcohol consumption and the abuse of drugs are just plain dangerous. Alcohol and drug abuse can affect your health and ability to function and think ... Heavy drinkers and drug abusers are not only a danger to themselves, but to others—on the highways, at home, in the workplace,” and at school (“Health Risks of Alcohol and Drug Abuse,” [VeryWell.com Guide to Alcoholism](#)).

To assist the Curtis community in understanding and avoiding the perils of substance abuse, Curtis maintains an Employee Assistance Program (“EAP”), in which an EAP representative may refer an employee to counseling or substance abuse programs. The EAP provides information available about the dangers of alcohol and drug abuse. Curtis encourages employees to voluntarily contact the EAP representative directly if assistance is needed, as EAP services are provided on a confidential basis. Curtis also provides this Drug- and Alcohol-Abuse Prevention Policy, which details the penalties Curtis may impose for drug or alcohol abuse violations.

## **NO SMOKING**

In compliance with applicable laws, smoking inside Curtis buildings, the bridges between its buildings, Lenfest Hall terrace, fire stairs, and near emergency exits is strictly prohibited. Smoking also is strictly prohibited outdoors within 20 feet of any entrance or exit of any Curtis buildings, out of consideration for the health of Curtis students, faculty, staff, and visitors. This includes the entrances to 1718, 1720, and 1726 Locust Street; Lenfest Hall; Rubenstein Centre; the handicapped-accessible entrance to Field Concert Hall; and all emergency exits.

Further, cigarette butts should be properly disposed of, rather than dropped outside the buildings as smokers enter. We encourage all smokers to consider becoming nonsmokers.

Any employee who is violating this policy will be informed that smoking is prohibited by law in those areas (referred to as the no-smoking areas) and will be requested to immediately refrain from smoking or leave the no-smoking areas. Applicable law provides for reporting to appropriate authorities if a person does not comply with a request to immediately refrain from smoking or leave the no-smoking areas. Any employee engaged in smoking in any building or facility of Curtis, or other no-smoking areas, will be subject to disciplinary action. The word “smoking” includes inhaling, exhaling, burning, or carrying any lighted cigarette, cigar, pipe, or other such device that contains tobacco or other smoke-producing products, including “e-cigarettes”.

## **PERFORMANCE AND SALARY REVIEWS**

Each employee is expected to fulfill the responsibilities of his or her job in a manner that is satisfactory to Curtis and meets its high standards. An employee’s failure or inability to perform his or her job in such manner may result in disciplinary action, up to and including discharge from employment.

The purpose of the performance evaluation is to have a formal means to communicate your supervisor’s evaluation of your job performance, your contributions to Curtis, your areas of strength and weakness, and ways to improve upon your performance. The evaluation is based on your accomplishment of annual goals determined at the start of each academic year by both you and your supervisor. Your job performance and your performance evaluation may serve as a factor for a variety of decisions by Curtis, such as wage adjustment, promotion, layoff, and disciplinary action, among others. Each employee is expected to show improvement, where suggested, and to correct problem areas. Performance reviews do not automatically result in a wage adjustment.

Performance evaluations ordinarily will be done at least once in each year of employment. Employee supervisors will determine the frequency and timing of performance evaluations. Performance discussions should be conducted as appropriate throughout the year. At appropriate times, employees may discuss questions concerning their job or their performance with their supervisors.

## **PERSONAL PROPERTY**

Employees are expected to exercise reasonable care to safeguard personal items brought to work. Curtis discourages employees from bringing valuables to work or leaving them where they might be damaged or stolen. Curtis is not responsible for any loss, theft, or damage to personal property.

## **PERSONNEL FILES**

Personnel files are the property of Curtis, and Curtis restricts access to them. Personnel files typically include such information as the employee's job application, résumé, employment history with Curtis, warning or discipline, salary or wages, and performance evaluations.

Curtis complies with applicable law concerning inspection of personnel files. An employee, or an agent designated by the employee, will be permitted to inspect the employee's own personnel file, at reasonable times, upon request. Except for reasonable cause, inspection is limited to once every calendar year by an employee and once every calendar year by the employee's designated agent. All reviews will be conducted in the presence of an official designated by Curtis, such as the senior director of human resources. The employee or designated agent of the employee is not permitted to remove the personnel file, any part thereof, or any copy of any of its contents from the office where the inspection is taking place. The taking of notes by the employee or designated agent of the employee is permitted.

With respect to the designation of an agent, an employee has to provide Curtis with a signed authorization designating a specific individual or individuals and containing other information under applicable law. The senior director of human resources, upon request, will provide employees with more information about these requirements.

Employees should contact the senior director of human resources if they have any questions or want to request a time to inspect their personnel files. Employees may be required to file a written form containing the request or indicating a designation of agency.

Curtis may disclose, either voluntarily or if required, the contents of personnel files to persons or entities outside of Curtis, such as government agencies, accreditation organizations, auditors, lawyers, courts or other adjudicatory entities, or in connection with investigations or adjudicatory proceedings with appropriate employee notification.

## **JOB POSTING**

When job opportunities are available at Curtis, employees are notified through e-mail and given the opportunity to apply. External candidates may be considered at the same time as internal candidates. Employees who are interested in the position should contact the senior director of human resources in writing. Curtis reserves the right to waive the job posting process in certain cases.

Managers who need assistance with hiring procedures or the orientation of a new hire should contact the senior director of human resources.

## **OPEN DOOR**

Curtis promotes an atmosphere whereby employees can talk freely with members of the management staff. Employees are encouraged to openly discuss any problems with their supervisor so appropriate action may be taken. If the supervisor cannot be of assistance, the senior director of human resources, as well as senior staff members, are available for consultation and guidance. Curtis is interested in all of our employees' success and happiness with us. We therefore welcome the opportunity to help employees whenever feasible.

## **PETS AND SERVICE ANIMALS**

Pets are not permitted in Curtis facilities. Persons with a disability and requiring a service animal with them to work independently are the only exception to this policy. In these cases, medical documentation must be provided and approved by Curtis. If an exception is granted, the animal must be properly cared for and groomed. The animal must be contained within the employee's office so as not to disturb others. Any damage to Curtis furnishings or additional cleaning required will be charged to the employee.

## **SOCIAL MEDIA**

The popularity of social media has fundamentally changed the way we communicate at Curtis and as individuals. The term "social media" includes, but is not limited to, texting, blogs and propriety platforms such as Twitter, Facebook, LinkedIn, Instagram, Google+, YouTube, Flickr, and Yammer. Curtis recognizes the power of social media, and the opportunity those tools provide to communicate with members of the Curtis community, including students, faculty, staff, parents, alumni, and other interested parties. It is important to recognize, however, that the use of social media at or concerning Curtis is governed by the same laws, policies, rules of conduct (see Code of Conduct and Ethics, above) and etiquette that apply to all other activities at or concerning Curtis. Even activities of a private nature conducted away from Curtis can subject you to disciplinary action if they reflect poorly on Curtis or interfere with the conduct of Curtis business. Use of the internet (which includes accessing social media sites) is defined under the Computer and Telecommunications Services Policy in Appendix A.

**NOTE: In accordance with applicable laws and regulations, subject to other applicable Curtis policies, this policy does not prohibit employees from using social media to discuss among themselves, even in terms that may be critical of Curtis, matters relating to the terms and conditions of their employment.**



### III. Pay Practices

#### EMPLOYMENT CLASSIFICATION

Curtis has classified its employees for payroll and benefit purposes as exempt or non-exempt/hourly employees, and as regular full-time, regular part-time, or temporary. Independent contractors are not employees. New employees will be informed of their employment classification during the initial briefing on Curtis's employment, benefits, and other related matters.

- Non-exempt employees/hourly employees are those employees whose employment is subject to the minimum wage and overtime requirements of federal and state laws. They are entitled to overtime pay under specific provisions of federal and state laws.
- Exempt employees are those employees whose employment is exempt from the minimum wage and overtime requirements of federal and state laws. Exempt employees generally are those employed in positions whose salary and/or responsibilities qualify them as exempt.
- Regular full-time employees are those employees who are regularly expected or scheduled to work a minimum of 37.5 hours per week.
- Regular part-time employees are those employees who are regularly expected or scheduled to work a minimum less than 30 hours per week.
- Temporary employees are those employees who work either a full- or part-time schedule on a particular project for a specific period of time (typically not longer than three months), or do not have a regular work schedule, or in such other circumstances that they do not constitute regular full-time or regular part-time employees.

An employee's classification as exempt or non-exempt and regular full-time, regular part-time, or temporary may be changed, and an independent contractor may become an employee, only upon written notification by the senior director of human resources. Employees with questions about their employment classification should contact the senior director of human resources.

#### PAY PERIOD

Paychecks or direct deposit vouchers are issued twice a month, generally on the fifteenth and the last day of the month. If one of those days falls on a Saturday, Sunday, or federal holiday, paychecks or direct deposit vouchers are issued on the working day which precedes the aforementioned Saturday, Sunday, or federal holiday. The senior director of human resources will notify all employees of any changes to this schedule. Each pay period represents one twenty-fourth of the annual salary for those employees paid on the basis of an annual salary.

Curtis encourages all employees to take advantage of the direct deposit option, which allows for direct deposit of an employee's pay into their checking or savings account with authorized financial institutions. This service provides usable funds in employee accounts on payday.

#### TIME REPORTING

Exempt employees are provided with a monthly calendar/timesheet on which leave (of any kind) is recorded. Upon the completion of each month, the employee and supervisor must sign the completed timesheet. The senior director of human resources records leave, and questions about leave should be directed to her. Failure of the employee to submit a timesheet when required or submitting a fraudulent timesheet may result in disciplinary action.

For hourly employees, timesheets are processed every two weeks. By January 1 of each year, the senior director of human resources provides each employee with an annual schedule indicating pay period ending dates and pay dates for the year.

Hourly employees must record the appropriate department on the timesheet. The employee's name must be written as it appears on his or her social security card.

Employees who work on projects must indicate the project name on the timesheet next to the hours worked on that project.

The employee and supervisor must sign the timesheet and submit it according to the established schedule. Failure of the employee to submit a timesheet when required or submitting a fraudulent timesheet may result in disciplinary action.

## **OVERTIME**

Employees who have been classified by Curtis as non-exempt will be paid one and one-half times the employee's regular hourly rate for all approved hours worked in excess of forty hours in a work week in accordance with applicable law. It is Curtis's policy that the non-exempt employee must consult his or her supervisor for approval prior to working any hours in excess of forty in a work week. Any employee who works overtime without approval to do so will be subject to discipline, up to and including discharge from employment, for violating Curtis's policy. Exempt employees are not eligible for overtime pay.

Overtime is not earned on a daily basis. An employee who works more than his or her regular hours on one or more days in a work week may be given time off from work on another day or more in that work week in order to minimize or eliminate overtime pay for that work week.

## **SALARY BASIS**

Employees of Curtis in certain job categories are exempt from both minimum wage and overtime pay requirements under the Fair Labor Standards Act. To qualify for the exemption, certain tests generally must be met, one of which is the payment of the employee on a salary basis.

Being paid on a salary basis means an employee regularly receives a predetermined amount of compensation each pay period. The predetermined amount cannot be reduced because of variations in the quality or quantity of the employee's work. Subject to the exceptions listed below, an exempt employee, in order to meet the salary basis test, must receive the full salary for any workweek in which the employee performs any work, regardless of the number of days or hours worked. Exempt employees need not be paid for any work week in which they perform no work. If the employer makes deductions from the salary because of operating requirements of the business, that employee is not paid on a salary basis. For the salary basis test to be met, deductions may not be made from an exempt employee's salary for time when work is not available, if the employee is ready, willing, and able to work.

Curtis may make deductions from an exempt employee's salary, and the employee will still be paid on a salary basis, in the following circumstances:

- when an exempt employee is absent from work for one or more full days for personal reasons, other than sickness or disability;
- for absences of one or more full days occasioned by sickness or disability (including work-related accidents) if the deduction is made in accordance with Curtis's bona fide plan, policy, or practice of providing compensation for loss of salary occasioned by such sickness or disability, as well as for such full-day absences before the employee has qualified under the plan, policy, or practice, and after the employee has exhausted the leave allowance under the plan, policy, or practice;
- for penalties imposed in good faith for infractions of safety rules of major significance (i.e., those relating to the prevention of serious danger in the workplace or to other employees);
- for unpaid disciplinary suspensions of one or more full days imposed in good faith for infractions of workplace conduct rules when such suspensions are imposed pursuant to a written policy applicable to all employees; and/or
- when an employee has not worked a full week during the initial and terminal weeks of employment.

Also, Curtis is not required to pay the full salary for weeks in which an exempt employee takes unpaid leave under the Family and Medical Leave Act; Curtis may pay a proportionate part of the full salary for time actually worked.

Curtis policy prohibits the making of deductions from the salaries of exempt employees that are improper under the salary basis requirements of the Fair Labor Standards Act. Employees are encouraged to review their pay stubs. If any employee believes that there has been an improper deduction, the employee must contact the senior director of human resources and report the nature and amount of the alleged improper deduction. Curtis will investigate the complaint to determine if an improper deduction had been made. If Curtis concludes that no improper deduction had been made, Curtis will inform the employee of the basis for that conclusion. If Curtis concludes that an improper deduction had been made, Curtis will so notify the employee and the employee will be reimbursed for any improper deduction. In the event an improper deduction has been confirmed, Curtis will make a good faith commitment to comply with the salary basis requirements of the Fair Labor Standards Act in the future.

## **EXPENSE REIMBURSEMENT**

All business-related expenses to be reimbursed are subject to prior supervisory approval. Employees must comply with the procedures and reports necessary for obtaining reimbursement of such expenses. Only those business expenses that are necessary to the business, reasonable in amount and nature, and properly authorized and reported will be subject to reimbursement upon the approval of the employee's supervisor. Requests for reimbursement must be submitted within 60 days of the expense being incurred by the employee. For those employees issued a Curtis Institute of Music corporate credit card, you must read, understand, and agree to the terms and conditions for the use of the card. Please refer to Appendix D for the complete policy.

## IV. Benefits

### EMPLOYEE BENEFITS

Curtis makes available many important benefits to its employees who elect to participate, where such election is necessary, and who meet the eligibility requirements, conditions, and waiting periods, specified in the documents governing each benefit. Some of the benefits are also available to employees' eligible spouses/partners, or dependents in accordance with the applicable plan documents. These benefits are offered on the first of the month after date of hire with EXCEPTIONS noted above. The benefits include:

- Health Insurance
- Dental Insurance
- Vision Insurance
- Flexible Spending Plans
- Life Insurance and Accidental Death and Dismemberment Insurance
- Supplemental Life Insurance (over \$100,000 subject to underwriting)
- Short-Term Disability (must complete one-year of service)
- Long-Term Disability (has waiting period of 180 days)
- Supplemental Long-Term Disability (subject to underwriting)
- 401(k) and additional tax-deferred investment vehicles (must complete one-year of service)
- Educational Assistance Policy (monies received by employee must be repaid if employee voluntarily leaves Curtis within 365 days of being reimbursed)
- Employee Assistance Program

More information about these benefits is outlined in the open enrollment newsletter, plan documents, and summary plan descriptions prepared by Curtis in connection with its third-party administrators. These documents are provided to employees at commencement of employment and periodically during employment. These documents may also be obtained in the office of human resources or on the Curtis intranet. Curtis's senior director of human resources is available to assist eligible employees in selecting their benefits and facilitating the enrollment process.

If any conflict arises between the official plan, insurance policies, trust, or benefit documents, and any other description or summary of a plan or benefits such as the benefit summary booklet or summary plan description, and in all other circumstances, whether or not there is a conflict, the official plan, insurance policies, trust, benefit documents, and legal provisions shall prevail. Curtis reserves the right to change, delete, revise, or update any and all of its benefits and benefit programs at any time without notice and without the need to obtain the agreement of any person or entity.

### CONTINUATION OF HEALTH CARE BENEFITS

The right to COBRA continuation coverage was created by a federal law, the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). COBRA continuation coverage can become available to you and other members of your family when group health coverage would otherwise end. For more information about your rights and obligations under the health insurance plan and under federal law, you should review the plan's Summary Plan Description or contact the plan administrator, the senior director of human resources.

You may have other options available to you when you lose group health coverage. For example, you may be eligible to buy an individual plan through the Health Insurance Marketplace. By enrolling in coverage through the Marketplace, you may qualify for lower costs on your monthly premiums and lower out-of-pocket costs. Additionally, you may qualify for a 30-day special enrollment period for another group health plan for which you are eligible (such as a spouse/partner's plan), even if that plan generally doesn't accept late enrollees.

#### **WHAT IS COBRA CONTINUATION COVERAGE?**

COBRA continuation coverage is a continuation of health insurance plan coverage when it would otherwise end because of a life event. This is also called a "qualifying event." Specific qualifying events are listed later in this notice. After a qualifying event, COBRA continuation coverage must be offered to each person who is a "qualified beneficiary." You, your spouse/partner, and your dependent children could become qualified beneficiaries if coverage under the plan is lost because of the qualifying event. Under the plan, qualified beneficiaries who elect COBRA continuation coverage must pay for COBRA continuation coverage.

If you're an employee, you'll become a qualified beneficiary if you lose your coverage under the plan because of the following qualifying events:

- your hours of employment are reduced, or
- your employment ends for any reason other than your gross misconduct.

If you're the spouse/partner of an employee, you'll become a qualified beneficiary if you lose your coverage under the plan because of the following qualifying events:

- your spouse/partner dies;
- your spouse/partner's hours of employment are reduced;
- your spouse/partner's employment ends for any reason other than his or her gross misconduct;
- your spouse/partner becomes entitled to Medicare benefits (under Part A, B, or both); or
- you become divorced or legally separated from your spouse/partner.

Your dependent children will become qualified beneficiaries if they lose coverage under the plan because of the following qualifying events:

- the parent-employee dies;
- the parent-employee's hours of employment are reduced;
- the parent-employee's employment ends for any reason other than his or her gross misconduct;
- the parent-employee becomes entitled to Medicare benefits (Part A, Part B, or both);
- the parents become divorced or legally separated; or
- the child stops being eligible for coverage under the plan as a "dependent child."

### **WHEN IS COBRA CONTINUATION COVERAGE AVAILABLE?**

The plan will offer COBRA continuation coverage to qualified beneficiaries only after the plan administrator has been notified that a qualifying event has occurred. The employer must notify the plan administrator of the following qualifying events:

- the end of employment or reduction of hours of employment;
- death of the employee; or
- the employee's becoming entitled to Medicare benefits (under Part A, Part B, or both).

For all other qualifying events (divorce or legal separation of the employee and spouse/partner or a dependent child's losing eligibility for coverage as a dependent child), you must notify the plan administrator within 60 days after the qualifying event occurs. You must provide this notice to the senior director of human resources.

### **HOW IS COBRA CONTINUATION COVERAGE PROVIDED?**

Once the plan administrator receives notice that a qualifying event has occurred, COBRA continuation coverage will be offered to each of the qualified beneficiaries. Each qualified beneficiary will have an independent right to elect COBRA continuation coverage. Covered employees may elect COBRA continuation coverage on behalf of their spouses/partners, and parents may elect COBRA continuation coverage on behalf of their children.

COBRA continuation coverage is a temporary continuation of coverage that generally lasts for 18 months due to employment termination or reduction of hours of work. Certain qualifying events, or a second qualifying event during the initial period of coverage, may permit a beneficiary to receive a maximum of 36 months of coverage.

There are also ways in which this 18-month period of COBRA continuation coverage can be extended:

#### **Disability extension of 18-month period of COBRA continuation coverage**

If you or anyone in your family covered under the plan is determined by Social Security to be disabled and you notify the plan administrator in a timely fashion, you and your entire family may be entitled to get up to an additional 11 months of COBRA continuation coverage, for a maximum of 29 months. The disability would have to have started at some time before the 60th day of COBRA continuation coverage and must last at least until the end of the 18-month period of COBRA continuation coverage

#### **Second qualifying event extension of 18-month period of continuation coverage**

If your family experiences another qualifying event during the 18 months of COBRA continuation coverage, the spouse/partner and dependent children in your family can get up to 18 additional months of COBRA continuation coverage, for a maximum of 36 months, if the plan is properly notified about the second qualifying event. This extension may be available to the spouse/partner and any dependent children getting COBRA continuation coverage if the employee or former employee dies; becomes entitled to Medicare benefits (under Part A, Part B, or both); gets divorced or legally separated; or if the dependent child stops being eligible under the plan as a dependent child. This extension is only available if the second qualifying event would have caused the spouse/partner or dependent child to lose coverage under the plan had the first qualifying event not occurred.

### **ARE THERE OTHER COVERAGE OPTIONS BESIDES COBRA CONTINUATION COVERAGE?**

Instead of enrolling in COBRA continuation coverage, there may be other coverage options for you and your family through the Health Insurance Marketplace, Medicaid, or other group health plan coverage options (such as a spouse/partner's plan) through what is called a "special enrollment period." Some of these options may cost less than COBRA continuation coverage. You can learn more about many of these options at [www.healthcare.gov](http://www.healthcare.gov).

### **IF YOU HAVE QUESTIONS**

For more information about your rights under the employee Retirement Income Security Act (ERISA), including COBRA, the Patient Protection and Affordable Care Act, and other laws affecting group health plans, contact the nearest regional or district office of the U.S. Department of Labor's Employee Benefits Security Administration (EBSA) in your area, or visit [www.dol.gov/ebsa](http://www.dol.gov/ebsa). (Addresses and phone numbers of Regional and District EBSA Offices are available through EBSA's website.) For more information about the Marketplace, visit [www.HealthCare.gov](http://www.HealthCare.gov).

### **KEEP YOUR PLAN INFORMED OF ADDRESS CHANGES**

To protect your family's rights, let the plan administrator know about any changes in the addresses of family members. You should also keep a copy for your records of any notices you send to the plan administrator.

### **EMPLOYEE ASSISTANCE PROGRAM**

Curtis's Employee Assistance Program (EAP) provides employees with a confidential avenue to seek help in overcoming and/or balancing personal problems and life challenges. The program can provide information, advice, and support on a wide range of work-life and employee assistance issues, including, but not limited to parenting, elder care, family issues, relationship issues, addiction issues, and work concerns. Participation is strictly confidential. Employees will receive a brochure describing this program and providing relevant contact numbers for EAP representatives during their employee orientation.

### **EDUCATIONAL ASSISTANCE POLICY**

Curtis will assist its staff members who are classified as regular full-time employees with educational expenses under the following guidelines:

- For educational expenses related to skills or training that are intended to enhance the performance of existing duties and responsibilities, Curtis will reimburse 100 percent of the expenses, up to the maximum reimbursement in each academic year of \$1,000 per staff member.
- For educational expenses related to skills or training that provide enhancement of professional capabilities that may at some point be of benefit to Curtis but which are not immediately related to the performance of existing duties or responsibilities, Curtis will reimburse up to 50 percent of the expenses, up to the maximum reimbursement in each academic year of \$1,000 per staff member.

"Educational expenses" will consist of tuition or fees charged by an accredited educational institution and other providers of professional training. Where necessary, they may also include travel, lodging, and meal allowances.

To be eligible for reimbursement, eligible employees must:

- Secure the prior written approval of their supervisor for the course or training, the provider of the training, and the scheduling;
- Present evidence at the conclusion that the training was successfully completed; and
- Present a copy of the paid invoice for the expense involved.

Copies of all three items should be presented to the senior director of human resources within one month following completion of the training. Reimbursement will be made promptly thereafter, less any required withholding taxes.

If an employee voluntarily leaves Curtis within 365 days of being reimbursed for said skills or training, the employee shall be required to reimburse Curtis.

## **HOLIDAYS**

Each employee classified by Curtis as a regular part-time employee or a regular full-time employee who is on the active payroll of Curtis will be provided with the following paid holidays each calendar year:

New Year's Day	Labor Day
Martin Luther King Day of Service	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

Curtis generally is closed between first day after fall semester ends and New Year's Day.

Each employee classified by Curtis as a regular full-time or part-time employee who is on the active payroll of Curtis will be provided with paid holidays for these days as well.

If an employee is required to work on any of the above-mentioned days for which he or she is eligible for holiday pay, the holiday may be rescheduled for another time that does not interfere with Curtis's operations, but only with the written authorization of the employee's supervisor.

## **VACATION**

Employees classified by Curtis as regular full-time employees are provided by Curtis with two weeks' (10 working days) vacation per calendar year (earned at the rate of .83 days per month) at regular salary or wages (excluding overtime) upon completion of their first ninety days of continuous employment. After five (5) years of service, regular full-time employees will be provided with four weeks' (20 working days) vacation per calendar year (earned at the rate of 1.67 days per month) at regular salary or wages (excluding overtime).

Employees classified by Curtis as regular part-time employees are provided by Curtis with one-week (five working days) vacation per calendar year (earned at the rate of .42 days per month) at regular salary or wages (excluding overtime) upon completion of their first ninety days of continuous employment. After five (5) years of service, regular part-time employees will be provided with two weeks' (10 working days) vacation per calendar year (earned at the rate of .83 days per month) at regular salary or wages (excluding overtime).



First-year vacation is prorated based on the percentage of the year worked during the calendar year from the date of employment.

Regular full-time employees are permitted to carry forward up to a maximum of one week of vacation (regular part-time employees are permitted 2.5 days). After five years of service, regular full-time employees will be permitted to carry forward up to a maximum of two weeks of vacation (regular part-time employees will be permitted 5 days). Curtis will only allow carry-over vacation for employees whose calendars are signed off by a supervisor.

Coverage of essential duties of the employee's department must be assured and adjustments in individual vacation plans may be required to accommodate the coverage needs of the department.

Upon termination of employment, for employees who have not been terminated for cause, payment for carry-over vacation time and unused, accrued vacation time earned from January 1 of the year in which termination occurs to the date of termination will be received in their final paycheck.

Regular full-time employees hired prior to January 1, 2020 will follow the 2017 vacation policy.

## **V. Absence from Work**

### **ATTENDANCE AND PUNCTUALITY**

Curtis expects each of its employees to maintain a good attendance record. It is necessary, therefore, that you report for work punctually and work all scheduled hours and required overtime. You are required to notify your supervisor as far in advance as possible, but no later than one hour after your scheduled start time, if you are going to be late for, or absent from, work, and provide the reason for the absence and its expected duration. Likewise, you are required to notify your supervisor as far in advance as possible if you must leave before your scheduled quitting time. Unexcused or excessive absenteeism or lateness may result in the termination of your employment. This provision is subject to and will be applied in a manner that complies with the FMLA, when applicable.

If you are absent for three consecutive working days without contacting your supervisor, you will be deemed to have voluntarily resigned from your employment with Curtis as of that third day and will be required to return Curtis property.

If you are on an approved leave and fail to return to work on the first regularly scheduled work day after that approved leave expires without having in advance requested an extension, Curtis will assume that your intention is not to return and your employment will be terminated, effective immediately.

### **WORK-RELATED INJURY OR ILLNESS**

All work-related injuries or illnesses must be reported to Curtis's senior director of human resources and your supervisor immediately. Prompt reporting allows Curtis to provide you with your benefit information within 24 hours and protects your rights under workers' compensation. An accident report and other forms must be completed in order to properly document the reported injury claim. The worker's compensation insurance provider reserves the right to coordinate or deny medical care based on the work relatedness of the injury claim.

For the initial workers' compensation doctor's visit, the injured employee will record the hours lost as regular time worked. Employees will need to use paid leave for subsequent visits that are scheduled during normal work hours. If an employee has run out of paid leave, he/she should attempt to schedule visits outside of normal work hours. If this is not possible, he/she may request an advance of sick leave from their supervisor and senior director of human resources.

### **FAMILY MEDICAL AND LEAVE ACT (FMLA)**

The Family and Medical Leave Act of 1993 (the "FMLA") shall govern leave requests by employees who are eligible for FMLA leave. Under the FMLA, eligible employees are entitled to a total of twelve work weeks of unpaid leave during any twelve-month period for any one, or more, of the following reasons:

- The birth of a son or daughter, and to care for the newborn child;
- the placement with an employee of a son or daughter for adoption or foster care;
- to care for the employee's spouse/partner, son or daughter, or parent with a serious health condition;

- because of a serious health condition that makes the employee unable to perform the functions of his or her job; or
- due to any “qualifying exigency” caused by a spouse/partner, son, daughter, or parent who is on active duty or is notified of an impending call or order to active duty in the armed forces in support of a “contingency operation” (defined below).

FMLA-eligible employees are now eligible for up to 26 weeks of FMLA leave in a twelve-month period for the care of a service member who has suffered serious injury or illness (defined below) in the line of active duty. This leave is available for care of a spouse/partner, son, daughter, parent, or next of kin. “Next of kin” is defined as the nearest blood relative of the service member and is only applicable to this type of FMLA leave.

The twelve-month period in which the twelve weeks of leave entitlement occurs shall be a “rolling” twelve-month period measured backward from the date an employee uses any FMLA leave.

#### **WHO IS ELIGIBLE?**

- The employee must have been employed by Curtis for at least twelve months;
- the employee must have worked for Curtis for at least 1,250 hours during the twelve-month period immediately preceding the commencement of a leave;
- the 1,250 work hours requirement also exists when an employee is reapplying for an FMLA for a new calendar year. When the need for FMLA extends past December 31, the employee must have worked at least 1,250 actual work hours in the twelve months immediately preceding the request for the leave in the new calendar year;
- the employee must not have already received twelve weeks of FMLA in the current calendar year; and
- the employee must be employed at a worksite where fifty or more employees are employed by Curtis within seventy-five miles of that worksite.

Time in the military service covered under the Uniformed Services Employment and Reemployment Rights Act (USERRA) will count towards fulfilling the length of employment and hours of work requirements to be eligible for an FMLA leave.

The senior director of human resources shall coordinate the administration of FMLA leave for Curtis. An employee’s entitlement to FMLA leave and the terms and conditions of such leave shall be administered pursuant to the provisions of the FMLA and judicially enforceable regulations issued by the U.S. Department of Labor (“Government Regulations”).

#### **FMLA PROVISIONS**

FMLA leave may be taken in consecutive weeks or may be taken, under certain circumstances, intermittently or on a reduced leave schedule, subject to following provisions.

- A. Serious Health Conditions of an Employee or Caring for an Employee’s Family Member
  1. When FMLA leave is taken to care for a sick family member or for an employee’s own serious health condition, leave may be taken intermittently or on a reduced schedule when medically necessary.

2. If the employee requests intermittent leave or a leave on a reduced leave schedule that is foreseeable based on planned medical treatment, including any recovery period, Curtis may require the employee to transfer temporarily to an available alternative position for which the employee is qualified, with equivalent pay and benefits, and that better accommodates recurring periods of leave than does the employee's regular position.
3. If time is taken to care for a covered service member injured in the line of active duty, leave may be taken intermittently or on a reduced schedule when medically necessary.

B. Military Caregiver Leave

C. Childbirth/Adoption or Foster Care Placement

1. An employee's entitlement to leave for a birth, or placement for adoption or foster care, expires at the end of the twelve-month period beginning on the date of the birth or placement. Any FMLA leave of these reasons must be concluded within this one-year period.
2. Spouses/partners who are eligible for FMLA leave, both of whom are employed by Curtis, are permitted to take only a combined total of twelve weeks of leave during any twelve-month period if the leave is taken for birth or to care for a child after birth, or for the placement for adoption or foster care or to care for a child after placement, or to care for a parent with a serious health condition.

**FMLA PROCEDURES**

An employee requesting an FMLA leave must give Curtis's senior director of human resources proper notice of the need for the leave. If the need is foreseeable, such as leave based on an expected birth or planned medical treatment for a serious health condition of the employee or of a family member, the employee must provide Curtis at least 30 days' advance notice before the FMLA leave is to begin. If providing 30 days' advance notice is not practicable, such as because of a medical emergency or a premature birth, notice must be given as soon as practicable. Each request must explain the reasons for the leave so as to enable Curtis to determine if the reason constitutes an FMLA qualifying event. When the need for leave is foreseeable based on planned medical treatment involving the employee's own serious health condition or that of the employee's spouse/partner, son or daughter, or parent, the employee must make a reasonable effort to schedule the treatment so as not to disrupt unduly the operations of Curtis subject to the approval of the health care provider. At or about the time an employee requests leave for the employee's own serious health condition or to care for the employee's seriously ill family member, Curtis may require that such request be supported by a certification issued by the health care provider of the employee or of the employee's family member on a certification form provided by Curtis. Paid leave under Curtis's policies and plans, including, for example, earned or accrued paid vacation, may be substituted by the employee or by Curtis for unpaid FMLA leave under the circumstances and in the manner described in the government regulations. Each employee taking an FMLA leave will be provided with a notice of the expectations and obligations of the employee and explaining any consequences of a failure by the employee to meet these obligations. This notice may include:

1. any requirement for the employee to furnish medical certification of a serious health condition;
2. any requirement for the substitution of paid leave and the conditions related to any substitution;

3. any requirement for the employee to make any premium payment to maintain health benefits and the arrangements for making such payments;
4. any requirement for the employee to present a fitness-for-duty certificate to be restored to employment;
5. the employee's potential liability for payment of health insurance premiums paid by Curtis during the employee's unpaid FMLA leave if the employee fails to return to work;
6. the employee's obligation to submit periodic reports of his or her status and intent to return to work; and
7. the employee's obligations to return to work at the expiration of the leave.

Curtis will maintain an employee's coverage under any group health plan on the same conditions as coverage would have been provided if the employee had been continuously employed during the entire leave period. The employee will be required to continue paying his or her normal share of the premiums for such benefits. If the employee fails to return to work after the expiration of FMLA leave, Curtis may recover premiums it paid to maintain the employee's health coverage during the period of unpaid FMLA leave, subject to certain regulatory exceptions specified in the government regulations. On return from FMLA leave, an employee is entitled to be returned to the same position the employee held when the leave commenced, or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment. However, an employee has no greater right to reinstatement or to other benefits and conditions of employment than if the employee had been continuously employed during the period of FMLA leave. Moreover, job restoration may be denied to "key employees," as set forth in the government regulations.

The FMLA prohibits:

1. Curtis from interfering with, restraining, or denying the exercise or attempt to exercise any right under the FMLA;
2. any person from interfering with legal proceedings or inquiries relating to an employee's rights; and
3. Curtis from discriminating against any individual for opposing any practice made lawful by the FMLA.

Curtis shall post and keep posted a notice explaining the provisions of the FMLA.

Any other sick, personal, or similar leave of absence and attendance policies, if any, when applied to employees eligible for leave under the FMLA, shall be interpreted and applied in a manner that does not violate the FMLA. An employee who fraudulently obtains FMLA leave from Curtis will not be protected by the FMLA's job restoration or maintenance of health benefit provisions. Curtis shall interpret and apply this FMLA policy in a manner that is consistent with the FMLA and judicially enforceable Government Regulations. This policy does not create, and shall not be construed as creating, any rights for any employee or impose any obligations on Curtis beyond the rights and obligations specified in the FMLA and judicially enforceable government regulations.

#### **MILITARY CAREGIVER LEAVE AND OTHER MILITARY CONSIDERATIONS**

The term "contingency operation" means a military operation that (A) is designated by the Secretary of Defense as an operation in which members of the armed forces are or may become involved in

military actions, operations, or hostilities against an enemy of the United States or against an opposing military force; or (B) results in the call or order to, or retention on, active duty of members of the uniformed services under section 688, 12301(a), 12302, 12304, 12305, or 12406 of this title, chapter 15 of this title, or any other provision of law during a war or during a national emergency declared by the President or Congress.

“Serious injury or illness,” as it applies to leave for the care of a service member, means “an injury or illness incurred by the member in line of duty on active duty in the armed forces that may render the member medically unfit to perform the duties of the member’s office, grade, rank, or rating.”

The combined leave period for all types of FMLA leave is 26 weeks in a twelve-month period.

If both a husband and wife work for Curtis, the aggregate amount of leave time that is available can be limited to a combined total of 26 weeks in a twelve-month period.

In addition to any FMLA medical certification required, Curtis may request certification concerning the active-duty status or notice of impending active-duty status.

## **NON-FMLA LEAVE**

Employees classified by Curtis as regular full-time or regular part-time employees may request an unpaid leave when any of them must be absent for a period of five (5) or more workdays due to compelling personal and/or medical reasons and he or she does not meet the eligibility requirements of the federal Family and Medical Leave Act of 1993 (FMLA) or any other applicable state law. This is referred to as non-FMLA leave. Non-FMLA leave may not be used to extend previously exhausted FMLA leave.

Eligible employees who want non-FMLA leave must apply for and secure written permission from the senior director of human resources and their supervisor (in consultation with the senior vice president for administration). The employee’s written request, along with medical documentation (if applicable), must be presented to the senior director of human resources and his or her supervisor as far in advance as possible. The request should state the reason(s) for the leave, the probable length of the leave, and your expected return-to-work date. Generally, a non-FMLA leave may not exceed twelve work weeks.

If at the end of a non-FMLA leave granted to an employee that was less than twelve work weeks, the employee is unable to return to work, the employee must contact the senior director of human resources and his or her supervisor and request permission to extend the non-FMLA leave *before* it expires. Additional non-FMLA leave may be granted, up to the total of twelve work weeks.

A request for a non-FMLA leave of absence may be approved or rejected at the discretion of management. Among the factors considered by management are the employee’s reason for the request, the effect on business operations, the employee’s length of service, the probable length of the absence, and/or the employee’s performance and attendance records.

Employees must use any accrued vacation before taking a non-FMLA leave for personal reasons.

While the eligible employee is on a Curtis-approved non-FMLA leave of absence, Curtis will continue to provide the employee and those of his or her covered dependents with the employee's elected healthcare coverage as if the employee were actively at work. The eligible employee will be required to continue to pay the same share of the cost he or she would pay as an active employee. The senior director of human resources will coordinate the continuation of the employee's health care benefits.

The eligible employee's entitlement to benefits may be affected by taking a non-FMLA leave. During periods of such leave, benefits that accrue according to length of service (e.g., vacation, holiday, personal and sick days) and any other policy and/or procedure which is based on continuity of service (e.g., performance and salary reviews) will be suspended.

At least two weeks before the non-FMLA leave ends, the employee must notify the senior director of human resources and his or her supervisor of his or her intention to return to work. Curtis will attempt to place the employee in the position he or she held before the commencement of the leave of absence or in a comparable position, if either is available, but Curtis makes no promise or guarantee of continued employment.

## **UNPAID LEAVE DUE TO DOMESTIC OR SEXUAL VIOLENCE**

Curtis, in compliance with the City of Philadelphia's ordinance called "Entitlement to Leave Due to Domestic or Sexual Violence" allows employees to take up to eight weeks of unpaid leave if they or a household member have been the victim of domestic violence, sexual assault, or stalking.

Curtis must be given 48 hours' notice of the leave if practicable. Curtis can ask an employee requesting such leave for a certification of the domestic or sexual violence and the reason taken for the leave.

Eight work weeks of leave may be taken in a twelve-month period. This leave, when added to any leave taken under the Family and Medical Leave Act (FMLA), cannot be more than twelve weeks in a twelve-month period provided under the FMLA. Leave may be taken intermittently or on a reduced work schedule. Paid leave under Curtis's policies and plans, including, for example, earned or accrued paid vacation, may be used but it will not increase the amount of leave taken.

Benefits accrued prior to taking the leave are maintained. While the eligible employee is on a Curtis-approved unpaid leave, Curtis will continue to provide the employee and his or her covered dependents with the employee's elected healthcare coverage as if the employee were actively at work. The eligible employee will be required to continue to pay the same share of the cost he or she would pay as an active employee. The senior director of human resources will coordinate the continuation of the employee's health care benefits.

Curtis will restore the employee to their original position or an equivalent position upon return from leave with equivalent benefits, pay and other terms of employment.

Curtis assures the employee that all information about said leave will be kept confidential.

## **RETURN-TO-WORK CERTIFICATION POLICY**

Employees who, because of any illness, injury, impairment, or medical condition, are absent from work for a period of five consecutive working days or more, or for a period involving three or more consecutive days of in-patient care (i.e., overnight stays) in a hospital, hospice, or residential medical facility, are required to provide Curtis with a fitness-for-duty certification from the employee's health care provider stating that the employee is able to return to work.

## **PAID ABSENCES FOR SICK DAYS**

Employees classified by Curtis as regular full-time or part-time employees accrue paid sick leave immediately but cannot access the benefit until completion of 90 days of continuous active employment. The amount of paid sick leave benefits available to eligible employees is determined as follows:

- Employees will receive five sick days annually.
- Sick days may be accumulated up to a maximum of ninety days.

Sick pay is based upon the employee's regular salary or wages (excluding overtime).

With regard to leave that is not covered by the FMLA, employees claiming sick pay benefits, or who are absent for more than three consecutive days, may be required to present a physician's statement certifying the medical necessity for the absence and may be required to submit to a health examination by a physician selected by Curtis. With regard to leave that is not covered by the FMLA, please refer to Curtis's Non-FMLA Leave Policy.

Abuse of the sick-pay policy or poor attendance may result in disciplinary action that could result in termination of employment.

Paid sick leave is intended to provide eligible employees with income protection against short-term emergencies. Employees are not compensated and are not given any cash benefit for unused accumulated sick leave days at any time whether during their employment, at the time of, or after termination of employment.

## **SHORT-TERM DISABILITY BENEFITS/EXTENDED SICK LEAVE**

The short-term disability benefit provided by Curtis is a self-funded plan for income replacement for employees unable to work due to illness or injury.

A regular, full-time employee who has completed one year of continuous employment and who is unable to work due to illness or injury (other than a self-inflicted injury) is eligible. The employee must have exhausted all paid leave, including vacation and sick leave. An employee receiving workers' compensation or disability pay under any state or federal plan or private insurance policy is ineligible for this benefit. To be eligible for continued disability benefits, the employee must not engage in outside employment and is expected to avoid activities that may delay recovery and a return to work.

The employee must provide medical certification of the disability that includes the starting and expected ending date of the disability. This certification must be submitted to the senior director of



human resources, who will review the certification and make a determination on benefit qualification.

Beginning June 1, 2020, the short-term disability benefit payment is 60 percent of the employee's base semimonthly salary to a maximum of \$6,000 per month. The benefit may be paid for a maximum of six months per calendar year. Payments are made on regularly scheduled paydays. The benefit is taxable income.

The employee must return to work as soon as permitted by his or her health care provider. The employee must submit a fitness-to-return-to-duty clearance to the senior director of human resources. An employee whose absence has been designated as FMLA (Family and Medical Leave Act) leave is eligible for reinstatement as provided by the FMLA.

Employees with any questions regarding this policy should contact the senior director of human resources.

## **PARENTAL LEAVE**

Curtis understands the importance of bonding with a newborn or adopted child. To support this process, beginning June 1, 2020, Curtis will provide up to six weeks of paid parental leave associated with the birth of an employee's own child or an employee's adoption of a child to any regular, full-time employee who has completed one year of continuous employment. This policy will run concurrently with Family and Medical Leave Act (FMLA) leave. Periods during which an employee receives workers' compensation, disability insurance, or disability benefits run concurrently with qualifying leave.

An employee may use a maximum of two weeks, or ten working days, of accrued vacation time to extend this leave beyond six weeks, which equals a maximum of eight weeks of paid parental leave.

The benefit start date must relate to the date of the qualifying event (delivery, incapacitation, etc.).

The employee must notify his or her immediate supervisor and the senior director of human resources, with at least 30 days' advance notice unless providing such notice is not practical, of the leave request and the expected duration of such request.

Curtis benefits will continue in effect for the duration of the leave to the same extent that such coverage would have been provided if the employee had been continuously employed during the entire leave period. The employee will be required to continue paying his or her normal share of premiums for such benefits.

## **BEREAVEMENT LEAVE**

Employees classified by Curtis as regular full-time employees or regular part-time employees who suffer the death of an immediate family member—defined to include the employee's parent, spouse/partner, child, sibling (brother or sister), or others residing with the employee with a comparable relationship—may take up to five (5) business days off with pay. In addition, regular full-time employees or regular part-time employees who suffer the death of a close friend or family

member other than the death of an immediate family member may take up to one business day off with pay.

## **JURY/WITNESS DUTY**

Employees who are summoned for jury duty or required to attend a legal proceeding as a witness, may be granted a leave of absence to perform the service. Curtis must be notified by the employee of his or her request as soon as the employee receives notice to serve.

The amount of time allowed for jury/witness duty shall be only as long as is necessary to carry out the service. An employee is expected to report to work when not serving duty.

Each regular full-time employee or regular part-time employee is eligible for compensation under this policy and is required to submit evidence to the senior director of human resources of participation (i.e., summons and/or subpoena) to facilitate proper payment of wages.

Employees who are absent from work for less than any particular week because of jury duty or attendance as a witness will continue to be paid their salary for that particular week provided that the employee worked a part of that week. Employees are required to turn in to Curtis the amount of such jury or witness fees.

Employees who are absent from work for an entire work week because of jury duty or attendance as a witness will continue to be paid their salary for two work weeks in a calendar year. Employees are required to turn in to Curtis the amount of such jury or witness fees.

## **MILITARY LEAVE**

USERRA (Uniformed Services Employment and Reemployment Rights Act) protects the job rights of individuals who voluntarily or involuntarily leave employment positions to undertake service in the uniformed services, as defined in USERRA, which includes military service and certain types of service in the Natural Disaster Medical System. It is the policy of Curtis to comply with USERRA. Curtis will provide the re-employment rights, health insurance protection, right to be free from discrimination and retaliation, and other rights provided under USERRA and any applicable state law.

## **TEMPORARY DUTY FOR TRAINING OR ACTIVE DUTY FOR EMERGENCIES**

An employee will be granted a leave of absence each year to attend temporary military training or duty, or if called to active duty in an emergency, as a member of the United States uniformed services, in accordance with applicable law.

Employees who are absent from work for less than any particular week because of temporary military training or active duty for emergencies will continue to be paid their salary for that particular week, provided that the employee worked a part of that week. Employees are required to turn in to Curtis the amount of such military pay received.

Employees who are absent from work for an entire work week because of temporary military training or active duty for emergencies will continue to be paid their salary for two work weeks in a calendar year. Employees are required to turn in to Curtis the amount of such military pay received.

## **OTHER WORK WHILE ON LEAVE**

Employees classified by Curtis as regular full-time employees who are on a leave of absence from performing their full-time duties with Curtis and who do not receive authorization by the senior vice president for administration before accepting or engaging in other employment, including self-employment for personal gain, while on that leave of absence may be discharged from employment. This policy does not apply to those employees taking intermittent leave or leave on a reduced-leave schedule.

## **VI. Safety and Security**

Curtis and its employees, volunteers, and contractors are responsible for maintaining a safe and healthy workplace. It is Curtis's policy to comply with all federal, state, and local health and safety laws and regulations.

### **FACILITIES**

Curtis endeavors to maintain its facilities in a manner designed to promote optimum security and safety. All students, faculty, staff, and trustees possess a Curtis photo ID which must be presented upon request. This ID permits secure access to Lenfest Hall (1616 Locust St.), Rubenstein Centre (1620 Locust St.), and 1718 Locust St. via electronic card readers. Staff have access to all Curtis campus buildings except the Rock Resource Center from 7 a.m. to 11 p.m., seven days a week. Access to the Rock Resource Center is permitted during posted library hours (usually Mondays—Fridays from 9 a.m. to 6:30 p.m. and Sundays from 1 to 6 p.m. when school is in session; limited hours during breaks and over the summer). There may be times when access to buildings or sections of buildings is restricted, due to maintenance or scheduled activities.

All non-Curtis individuals seeking access to Curtis facilities are screened by a security officer or a Curtis staff member; those who are not current students, faculty, staff, or trustees must sign in and out with security. Guests are not permitted to attend lessons, classes, or student practice without prior permission from authorized staff. Security has the right to refuse entry to any visitor.

Possession or use of any weapons on campus by any student or employee is strictly prohibited.

### **SECURITY INSPECTIONS**

Any briefcase, purse, backpack, lunchbox, package, or other container being carried into or removed from Curtis's premises is subject to inspection at any time. There may be intensive spot checking at any exit or exits and periodic and unscheduled checks may be conducted at any or all exits at any time. Inspection of any such item while it is not in the process of being carried into or removed from Curtis's premises may be conducted upon reasonable cause.

### **PERIODIC EVACUATION DRILLS**

With assistance from the Philadelphia Fire Department, Curtis has defined an organized process for the safe evacuation of the buildings in the event of a fire or other emergency. Exit signs are clearly posted in the hallways. Individuals are designated in the different areas of Curtis to plan the safe evacuation of staff and visitors in the event of an emergency. Periodic drills will be held to ensure that all staff knows the procedures to follow.

### **EMERGENCY NOTIFICATION SYSTEM**

Curtis subscribes to One Call Now, an emergency mass-notification vendor, with the ability to deliver automated phone calls, texts, and e-mails within minutes to all members of the Curtis community. If necessary, senior staff will confirm that a significant emergency is occurring and initiate a notification without delay. The system is tested annually.

Members of the Curtis community must opt in to receive emergency texts by texting the word **ALERT** to 22300. The following are some examples of when Curtis might use this system:

- Bomb threat (notice to evacuate building and remain at a safe distance until further notice)
- Evacuation (building or city-wide)
- Shelter in place (hurricane/tornado)
- Violent or criminal behavior where the Curtis population is in imminent danger
- Notice of suspended classes in the event of a pandemic (i.e. H1N1, Ebola).

## **USE OF WIRELESS COMMUNICATION DEVICES**

The minimal standards that an employee operating a motor vehicle on Curtis business or in connection with any Curtis activities is required to follow with respect to communications with wireless communication devices are set out below.

Wireless communication devices include cell phones, mobile phones, personal data assistants, computers, and other devices that permit wireless transmission of voice or other forms of data. Many wireless communication devices are equipped with, or can be operated with, a device that allows the driver to maintain both hands on the steering wheel. A wireless communication device so equipped or operated is called a hands-free device.

The laws governing the use of wireless communication devices by people operating a vehicle vary by state and local community. Drivers are expected to be familiar with the laws of the community or state in which they will be operating the vehicle. Employees must remember that their primary responsibility is driving safely and obeying the laws and rules applicable to operating motor vehicles.

No employee is to use a wireless communication device to communicate while operating a moving vehicle, unless the employee is using a hands-free device so that both hands may be placed and remain on the steering wheel. Even with a hands-free device, use of a wireless communication device in a moving vehicle needs to be as brief as possible, should not include the making of unnecessary calls, and should be stopped in heavy traffic or inclement weather. The only exception to the prohibition on using a wireless communication device while operating a moving vehicle, unless the employee is using a hands-free device, is where a phone call is made to report a bona fide emergency, such as a call to 911 or similar emergency number, in a situation where it would be unsafe, or increase the danger to people involved in the emergency, for the employee operating the vehicle to drive to the side of the road or other parking area and stop the movement of the vehicle before making the phone call.

No employee should make notes, read or send e-mails, read or send text messages, or look through directories while operating a moving vehicle.

## **USE OF CURTIS'S COMPUTER SYSTEM AND TELECOMMUNICATION SERVICES**

Curtis's Computer and Telecommunications Services Policy is distributed to employees and other persons authorized to use Curtis's computer system and telecommunication services. Use of Curtis's computer and telecommunication services constitutes acceptance, and consent to the terms, of Curtis's Computer and Telecommunications Services Policy, by the user, and the user's agreement to abide by the policy. Curtis's Computer and Telecommunications Services Policy is located in Appendix A to this staff handbook for your reference.

## **ACCESS TO WORK AREAS AND FACILITIES**

The file cabinets, desks, closets, offices, work areas, lockers, files, and storage facilities on the premises of Curtis may be accessed or opened and their contents searched and inspected by, or on behalf of, the president, senior vice president for administration, or the designees authorized in writing by either of them, at any time, with or without notice to any employee, and with or without the employee's presence or consent. Such action may be conducted on a random or periodic basis, or as needed. A lock or locking device on any such items, equipment, or facilities, whether placed or installed by the employee, by Curtis, or by anyone else, will be opened or removed by Curtis; and, if Curtis requests cooperation from any employee (although it is not required to do so) to assist in the opening or removal of any lock or locking device, the employee is expected to cooperate. Employees do not have any expectation or right of privacy in any of such items, equipment, or facilities.

There are a variety of reasons for any such access, search, or inspection to occur, including, but not limited to, the need to conduct business at times when an employee is not at work or otherwise unavailable; to respond to requests by outside auditors or counsel; to respond to discovery requests in connection with any administrative, adjudicatory, or judicial proceeding, or any government investigation; to investigate or review employee conduct during the employee's employment with Curtis or after that employment has ended; or for reasons of security. The foregoing examples, however, do not limit Curtis's rights of access, search, or inspection.

## **VII. Inclement Weather**

### **EMERGENCY CONDITIONS AND INCLEMENT WEATHER**

Curtis always remains open unless the Governor of Pennsylvania or the Mayor of the City of Philadelphia declares a state of emergency. In case of inclement weather, please call (215) 717-3173 to hear a recorded message with updated information about activities at Curtis.

Extreme weather conditions may make it difficult for employees to report to work. In such extreme conditions, it is the responsibility of the employee to notify his or her supervisor if they cannot report to work. It is the responsibility of the department head to maintain departmental coverage. If a department is not able to provide coverage, the department head must notify the senior vice president for administration.

In the event of early closure, the senior vice president for administration or the senior director of facility operations will notify employees by e-mail or the inclement-weather hotline.

### **PAY PROVISIONS UNDER EXTREME WEATHER CONDITIONS**

In the event of extreme weather conditions, if an employee is not able to report to work, it is at the discretion of the supervisor to say if the employee will be paid as part of his or her regular hours or if the employee should utilize vacations hours. If Curtis officially closes and the employee does report to work, it is at the discretion of the supervisor to compensate the employee accordingly.

## VIII. Employment Policies

### EQUAL EMPLOYMENT OPPORTUNITY POLICY AND COMPLAINT PROCEDURE

#### GENERAL

Curtis is an equal opportunity employer. Curtis complies with all applicable laws prohibiting discrimination or harassment based on race, color, religion, sex, sexual orientation, national origin, ancestry, age, disability, veteran status, marital status, gender identity, genetic tests and information or any other characteristic protected by federal, state, or local laws. Curtis also complies with all applicable laws prohibiting retaliation.

The laws prohibiting discrimination in employment, promoting equal employment opportunity, and prohibiting retaliation affect all aspects of the employment relationship, including recruiting, hiring, training, promotion, transfer, compensation, benefits, and termination of employment. Moreover, laws prohibiting retaliation have not been limited to actions and harms relating to employment or occurring at the workplace.

If you experience or observe any incident or situation that you believe involves unlawful discrimination, harassment (as more specifically set out below), retaliation (as more specifically set out below), or a violation of equal employment opportunity laws, you should promptly notify your supervisor or a member of Curtis's management, in order to give Curtis an opportunity to take appropriate action. If a supervisor or anyone else in Curtis's management is involved in the incident or situation or does not respond to or act upon your complaint or the information provided by you, you are expected to notify the senior vice president for administration.

This policy applies whether the person engaging in the unlawful conduct described above is a co-worker, a member of management, a faculty member, a contractor, a visitor, or anyone who you may come in contact with at Curtis or through your employment with Curtis.

#### INVESTIGATIONS

Curtis will investigate promptly any claim of unlawful discrimination, harassment, or retaliation. The amount of time necessary for completion of any such investigation will depend upon the circumstances, including, but not limited to, the availability and number of witnesses, the scope of the investigation, and the schedule of the senior director of human resources. Investigations will be conducted in a manner that considers issues of confidentiality; however, confidentiality cannot be assured as information concerning the incident or situation, and any investigation, may be disclosed to others including, without limitation, witnesses, people accused of wrongdoing, other people with pertinent information, members of management who have a need to know, and government agencies involved in enforcing equal employment opportunity laws.

#### REMEDIAL AND DISCIPLINARY ACTION

If Curtis determines that unlawful discrimination, harassment, or retaliation has occurred, or that unacceptable harassment or unprofessional conduct has occurred that would not violate any law, Curtis may impose such corrective action, remedial measures, and disciplinary action, if any, as it deems appropriate, and such disciplinary action may include discharge from employment.



## **RESOLUTION**

Curtis will determine who will be informed of its final decisions in connection with any complaint or report under this policy, and in connection with any remedial, corrective, or disciplinary action as a result of any investigation or inquiry into any such complaint or report.

## **UNLAWFUL HARASSMENT POLICY**

Curtis complies with all laws that prohibit harassment, or the creation of a hostile work environment based on sex, race, age, religion, ethnicity, disability, marital status, sexual orientation, national origin, ancestry, veteran status, gender identity, and other forms of legally impermissible harassment or discrimination of any employee or applicant for employment.

The use of sexual, racial, age, or ethnic epithets or other demeaning or derogatory words or actions based upon someone's gender, sexual orientation, race, color, national or ethnic origin, religion, age, physical or mental disability, marital status, or gender identity is not permitted in connection with, or affecting, employment at Curtis whether or not the use of such terms or such actions would alone violate any law. Each reported complaint will be investigated as described above. The remedial and disciplinary action and resolution provisions set forth above will apply to matters covered by this unlawful harassment policy.

## **SEXUAL HARASSMENT**

Curtis strives to maintain a safe and healthy work environment and is cognizant of the fact that, too often, a work environment can be disrupted by outside forces. Sexual harassment and sexual offense are among the most pernicious, unreported, and under-reported outside forces that may intrude upon a work environment. Sexual offenses, whether they are in the form of rape, acquaintance rape or other forcible or non-forcible sex offenses, occur at an alarming rate on or near campuses across the nation. No employee should be subjected to the indignity and bodily violation that accompanies sex offenses. No employee should be the victim of sexual harassment. In addition, Curtis prohibits any action or conduct that constitutes unlawful sexual harassment. Such actions would subject an employee to corrective, remedial, or disciplinary action for unacceptable and unprofessional behavior.

The Curtis Institute of Music is committed to protecting the rights and dignity of all and seeks to maintain an environment that is free from all forms of unlawful harassment and discrimination.

Sexual harassment includes unwelcome sexual advances, stalking, requests for sexual favors, and other verbal or physical conduct of a sexual nature when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment or academic advancement, (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions or academic decisions affecting such individual, or (3) such conduct has the purpose or effect of unlawfully interfering with an individual's work or academic performance or unlawfully creating an intimidating, hostile, or offensive working or academic environment.

The following types of actions may constitute sexual harassment, whether the harasser is a co-worker, supervisor, student or faculty member:

- demand for sexual favors accompanied by implied threats about the person's employment status, or implied promises of preferential treatment;

- persistent, unwelcome flirtation, requests for dates, or advances or propositions of a sexual nature;
- unwanted touching such as patting, pinching, hugging, or repeated brushing against an individual's body;
- repeated degrading or insulting comments that demean an individual's sexuality or sex;
- unwarranted displays of sexually suggestive objects or pictures;
- stalking, repeated and unwanted attention, harassment, or contact directed at someone that would cause a reasonable person to be alarmed or be in fear of harm or injury, including physical, psychological or emotional harm. This includes cyber-stalking on the internet or on cell phones.

## SEXUAL VIOLENCE AND ASSAULT

The Curtis Institute of Music will not tolerate sexual violence in any form, including sexual assault, domestic violence, dating violence, and rape. Sexual violence includes a range of behaviors in which an act of a sexual nature is taken against another person without her or his consent or when he or she is unable to consent. Important definitions appear below.

**Sexual Assault** (including but not limited to rape) is defined as having committed any of the following acts:

- any physical sexual contact that involves the use or threat of force or violence or any other form of coercion or intimidation; and/or
- any physical sexual contact with a person who is unable to consent due to incapacity or impairment, mental or physical. "Incapacity" or "impairment" includes but is not limited to being under the influence of alcohol or drugs or being too young to consent.

**Rape** is defined as sexual assault involving an act of penetration and includes acquaintance rape (i.e., assailant and victim know each other).

**Non-forcible Sex Acts** include unlawful sex acts where consent is not relevant, such as sexual contact with an individual under the statutory age of consent as defined by Pennsylvania law. In Pennsylvania, the age of consent is 16. If the minor is under the age of 18, the adult can be charged with corruption of a minor.

**Consent** is an affirmative decision to engage in mutually agreed-upon sexual activity and is given by clear words or actions. Consent may not be inferred from silence, passivity, or lack of resistance alone.

In determining whether the alleged conduct violates this policy, consideration will be given to the totality of circumstances, including the nature of the sexual conduct and the context in which the alleged incident occurred.

Sexual violence includes but is not limited to: (a) the unwanted touching or attempted touching of a person's breast/chest, buttocks, inner thighs, or genitalia; or (b) forced penetration of another person's oral, anal or genital opening with a body part or any object. These acts can be referred to as sexual violence, and in some cases, rape. The terms "acquaintance rape" and "date rape" are often

used to describe an act of sexual violence that is committed by someone the victim knows or is acquainted with.

Sexual violence occurs when a sexual act is committed by: (a) physical force, violence, or threats; (b) coercion or intimidation (c) ignoring objections of another person; (d) causing another's intoxication or impairment through the use of alcohol or drugs; or (e) taking advantage of another person's incapacitation, unconsciousness, state of intimidation, helplessness, or other inability to consent; (f) violating statutory rape laws. An individual's perceived consent to sexual activity may be invalidated because of circumstances or the behavior of the other. Examples of such situations include but are not limited to: incompetence; impairment from alcohol /or other drugs; fear; unconsciousness; intimidation; coercion; confinement; isolation; or mental or physical impairment.

This policy is in accordance with the Pennsylvania state law which states sexual offenses are illegal and punishable by law. These offenses include: rape; statutory sexual assault; sexual assault; involuntary deviate sexual intercourse; institutional sexual assault; aggravated indecent assault; indecent assault; and indecent exposure.

## **NONRETALIATION**

The laws prohibiting discrimination and harassment in employment also prohibit retaliation. Generally, such laws prohibit adverse action against an employee, applicant, or student because he or she has engaged in protected activity such as opposing a practice prohibited by the pertinent law, or because any employee, applicant, or student made a charge, testified, assisted or participated in an investigation, proceeding, or hearing. Curtis complies with all laws prohibiting retaliation.

Should an employee believe he or she has a complaint of unlawful or sexual harassment, or retaliation, the Curtis administration encourages the employee to contact the president, the dean of faculty and students, or the senior director of human resources to confidentially discuss the matter. The complaint will immediately be investigated, and Curtis will take corrective actions as deemed warranted.

## **RELATIONSHIPS**

### **RELATIONSHIPS BETWEEN STUDENTS AND FACULTY OR STAFF**

Under no circumstances should a faculty or staff member enter into a sexual or romantic relationship with a student, even if that student is not under their direct supervision. Not only are such relationships unethical, but they can be professionally detrimental and personally damaging for all parties as well. They can also lead to subsequent disciplinary and legal claims of sexual harassment or assault. Such a relationship, by nature of the fundamental inequality of status and power, is inappropriate. Therefore, Curtis prohibits faculty and staff members from engaging in sexual or romantic relationships with students.

If faculty or staff members find themselves in a supervisory position with a student with whom they have a romantic or sexual history, we ask that they remove themselves immediately from this situation and discuss the matter confidentially with the president, the dean, or the senior director of human resources.

It is also inadvisable for faculty and staff members to enter into financial arrangements with students, such as purchasing an instrument, subletting an apartment, or paying for travel expenses. Such arrangements, even though well intended, could expose faculty and staff members to claims of conflict of interest (see Appendix C for Conflict of Interest Policy), coercion, or related concerns.

#### **RELATIONSHIPS INVOLVING FACULTY AND/OR STAFF**

Faculty and staff are advised that even though a direct supervisory relationship may not exist between parties, even a consensual relationship may create a conflict of interest (see Appendix C for Conflict of Interest Policy). Such relationships can make the professional relationship vulnerable to accusations of unfair or biased treatment.

If faculty or staff members find themselves in a supervisory position with another colleague with whom they have a romantic or sexual history, we ask that they remove themselves immediately from this situation and discuss the matter confidentially with the senior vice president for administration or the senior director of human resources.

Each reported claim will be investigated as described above under the heading of “Investigations.” The remedial and disciplinary action and resolution provisions set forth above, will apply to violations of, and matters covered by, these policies.

#### **DISABILITY AND REASONABLE ACCOMMODATION**

Curtis complies with all applicable laws prohibiting discrimination against any applicant or employee with a disability. If you believe you have a disability within the meaning of any such applicable laws and you want to discuss your situation and any reasonable accommodations, please contact the senior vice president for administration in order to start the interactive and accommodation process.

## **IX. Leaving Curtis**

### **IF EMPLOYEES CONSIDER LEAVING CURTIS**

Curtis hopes to retain its employees through open communication, a challenging work environment, and the recognition of employees' professional efforts and accomplishments. Curtis recognizes, however, that occasionally an employee may decide to leave for various personal or professional reasons. If a situation develops that causes an employee to consider leaving, Curtis hopes the employee will discuss the situation with his or her supervisor so other alternatives can be explored. If the employee decides to leave the institution, we look to provide a smooth transition, both for the employee and for Curtis.

Curtis hopes that the length of notice given for intent to leave can be mutually agreed upon between the employee and his or her supervisor. At the very least, a minimum of two weeks' notice is desired for all positions, and in many positions, four weeks or more is desired.

If you are considering retirement from Curtis, we ask that you schedule a meeting with the senior director of human resources three years in advance of this departure. Curtis is proud of its record of retaining employees for the long term. Because our longest-serving employees develop a large store of institutional knowledge over time, early notice of a planned retirement helps us plan for the transfer of this valuable knowledge.

### **VACATION**

Employees will receive payment for any accrued, unused vacation in the pay period of their termination of employment. The use of accrued, unused vacation or holidays to extend the termination date beyond the last day worked should be agreed upon with the employee's supervisor.

### **BENEFIT PLANS**

The senior director of human resources will be available to discuss with the employee the effect of his or her termination from employment on his or her benefits.

Employees will receive written notification of their effective eligibility to continue medical, dental, and vision coverage under COBRA (refer to Continuation of Coverage section) and the applicable rates.

Employees (within 31 days of termination date) may be eligible to change coverage to an individual plan for the following insurances: Life Insurance, Accidental Death and Dismemberment, and Group Long-Term Disability. For further information, please speak with the senior director of human resources.

### **401(K) PLAN**

Employees have several options with regard to the distribution of their account subject to certain conditions. Refer to Plan documents for more information. Employees should contact TIAA-CREF to process a distribution request.

### **RETURN OF CURTIS PROPERTY**

Immediately upon the termination of employees' employment, and at any time during employees' employment upon request of Curtis, employees will return to Curtis all Curtis property. "Curtis property" includes, without limitation:

1. all materials containing any confidential information (including all copies thereof) including, without limitation, drawings, blueprints, tapes, CDs, codes, descriptions or other papers, documents, or materials that contain any such confidential information;
2. all computer hardware, computer software, cell phones, business equipment, drawings, designs, specifications, tapes, disks, codes, notes, memoranda, or data created by employees, or made available or furnished to employees by Curtis (including all copies thereof), whether or not they contain confidential information;
3. all other materials containing any information pertaining to the business of Curtis or any of its employees, faculty, students, or business associates that were acquired by the employee in the course of employment with Curtis;
4. corporate credit card;
5. your Curtis photo ID; and
6. office and facility keys.

### **REFERENCE INQUIRIES**

All requests for references concerning former employees are to be referred to the senior director of human resources for response. In order to assure that such requests are handled properly, and that no incorrect information is provided, employees outside the office of human resources are not authorized or permitted to respond to such reference requests.

In most instances, the senior director of human resources will provide only dates of employment and the most recent job title for former employees. However, Curtis will comply with any laws requiring it to release information, and also reserves the right, in its discretion, to release any information that it deems appropriate, with or without authorization or release. If an employee wants Curtis to consider providing additional information concerning your employment, the employee may execute a release of liability, either at the time the information is to be provided or when the employee leaves Curtis. Should an employee (past or present) ask their supervisor (past or present) directly for a reference, the subsequent reference should be reviewed and approved by the senior director of human resources.

### **EXIT INTERVIEW**

Employees are required to meet with the senior director of human resources for an exit interview prior to their last day of employment with Curtis in order to review benefit coverages upon termination and to return Curtis property.

### **CONTACT INFORMATION**

Employees who have questions concerning their employment may wish to contact one of the following:

- senior director of human resources (215) 717-3133
- senior vice president for administration (215) 717-3115

## Appendix A

### COMPUTER AND TELECOMMUNICATIONS SERVICES POLICY

Every Curtis employee is responsible for using the electronic mail (e-mail) system properly and in accordance with this policy.

The e-mail system is the property of Curtis. It has been provided by Curtis for use in conducting company business. All communications and information transmitted by, received from, or stored in this system are company records and property of Curtis. The e-mail system is to be used for company purposes only. Use of the e-mail system for personal purposes is prohibited.

Employees have no right of personal privacy in any matter stored in, created, received, or sent over the Curtis mail system.

Curtis, in its discretion as owner of the e-mail system, reserves and may exercise the right to monitor, access, retrieve, and delete any matter stored in, created, received, or sent over the e-mail system, for any reason and without the permission of any employee.

Even if employees use a password to access the e-mail system, the confidentiality of any message stored in, created, received, or sent from the Curtis e-mail system still cannot be assured. Use of passwords or other security measures does not in any way diminish Curtis's rights to access materials on its system or create any privacy rights of employees in the messages and files on the system. Any password used by employees must be revealed to Curtis as e-mail files may need to be accessed by the company in an employee's absence.

Employees should be aware that deletion of any e-mail messages or files will not truly eliminate the messages from the system. All e-mail messages are stored on a central backup system in the normal course of data management.

Even though Curtis has the right to retrieve and read any e-mail messages, those messages should still be treated as confidential by other employees and accessed only by the intended recipient. Employees are not authorized to retrieve or read any e-mail messages that are not sent to them.

Curtis's policies against sexual or other harassment apply fully to the e-mail system. Therefore, no e-mail messages should be created, sent, or received if they contain intimidating, hostile, or offensive material concerning race, color, religion, sex, age, national origin, disability, or any other classification protected by law.

The e-mail system may not be used to solicit for religious or political causes, commercial enterprises, outside organizations, or other solicitations not related to Curtis employment.

The e-mail system shall not be used to send (upload) or receive (download) copyrighted materials, trade secrets, proprietary financial information, or similar materials. Employees, if uncertain about

whether certain information is copyrighted, proprietary, or otherwise inappropriate for transfer, should resolve all doubts in favor of not transferring the information.

Users should routinely delete outdated or otherwise unnecessary e-mails and computer files. These deletions will help keep the system running smoothly and effectively, as well as minimize maintenance costs.

Employees are reminded to be courteous to other users of the system and always to conduct themselves in a professional manner. E-mails are sometimes misdirected or forwarded and may be viewed by persons other than the intended recipient. Users should write e-mail communications with no less care, judgment, and responsibility than they would use for letters or internal memoranda written on Curtis letterhead.

Because e-mail records and computer files may be subject to discovery in litigation, Curtis employees are expected to avoid making statements in e-mail or computer files that would not reflect favorably on the employee or Curtis if disclosed in litigation or otherwise.

Certain employees may be provided with access to the Internet to assist them in performing their jobs. The Internet can be a valuable source of information and research. Use of the Internet must be tempered with common sense and good judgment. Use of the Internet via Curtis's computer system constitutes consent by the user to all of the terms and conditions of this policy.

#### **DISCLAIMER OF LIABILITY FOR USE OF INTERNET**

Curtis is not responsible for material viewed or downloaded by users from the Internet. The Internet is a worldwide network of computers that contains millions of pages of information. Users are cautioned that many of these pages include offensive, sexually explicit, and inappropriate material. In general, it is difficult to avoid at least some contact with this material while using the Internet. Even innocuous search requests may lead to sites with highly offensive content. In addition, having an e-mail address on the Internet may lead to receipt of unsolicited e-mail containing offensive content. Users accessing the Internet do so at their own risk.

#### **DUTY NOT TO WASTE COMPUTER RESOURCES**

Employees must not deliberately perform acts that waste computer resources or unfairly monopolize resources to the exclusion of others. These acts include, but are not limited to, sending mass mailings or chain letters, spending excessive amounts of time on the Internet, playing games, engaging in online chat groups, printing multiple copies of documents, or otherwise creating unnecessary network traffic. Because audio, video, and picture files require significant storage space, files of this or any other sort may not be downloaded unless they are business-related.

#### **NO EXPECTATION OF PRIVACY**

The computers and computer accounts given to employees are to assist them in performance of their jobs. Employees should not have an expectation of privacy in anything they create, store, send, or receive on the computer system. The computer system belongs to Curtis and may only be used for business purposes.

#### **MONITORING COMPUTER USAGE**



Curtis has the right, but not the duty, to monitor any and all of the aspects of its computer system, including, but not limited to, monitoring sites visited by employees on the Internet, monitoring chat groups and newsgroups, reviewing material downloaded or uploaded by users to the Internet, and reviewing e-mail sent and received by users.

#### **BLOCKING OF INAPPROPRIATE CONTENT**

Curtis may use software to identify inappropriate or sexually explicit Internet sites. Such sites may be blocked from access by Curtis. In the event you nonetheless encounter inappropriate or sexually explicit material while browsing on the Internet, immediately disconnect from the site, regardless of whether the site was subject to company blocking software.

#### **PROHIBITED ACTIVITIES**

Material that is fraudulent, harassing, embarrassing, sexually explicit, profane, obscene, intimidating, defamatory, or otherwise unlawful, inappropriate, offensive (including offensive material concerning sex, race, color, national origin, religion, age, disability, or other characteristic protected by law), or violative of Curtis's equal employment opportunity policy and its policies against sexual or other harassment may not be downloaded from the Internet or displayed or stored in Curtis's computers. Employees encountering or receiving this kind of material should immediately report the incident to their supervisors or the senior director of human resources. Curtis's equal employment opportunity policy and its policies against sexual or other harassment apply fully to the use of the Internet.

#### **GAMES AND ENTERTAINMENT SOFTWARE**

Employees may not use Curtis's Internet connection to download games or other entertainment software, including wallpaper and screen savers, or to play games over the Internet.

#### **ILLEGAL COPYING**

Employees may not illegally copy material protected under copyright law or make that material available to others for copying. You are responsible for complying with copyright law and applicable licenses that may apply to software, files, graphics, documents, messages, and other material you wish to download or copy.

#### **ACCESSING THE INTERNET**

To ensure security and to avoid the spread of viruses, employees accessing the Internet through a computer attached to Curtis's network must do so through an approved Internet firewall. Accessing the Internet directly by modem is strictly prohibited unless the computer you are using is not connected to the Curtis network.

#### **VIRUS DETECTION**

Files obtained from sources outside Curtis, including disks or CDs brought from home; files downloaded from the Internet, newsgroups, bulletin boards, or other online services; files attached to e-mail; and files provided by customers or vendors may contain dangerous computer viruses that may damage Curtis's computer network. Employees should never download files from the Internet, accept e-mail attachments from outsiders, or use disks or CDs from non-Curtis sources without first scanning the material with virus-checking software. If you suspect that a virus has been introduced into the Curtis's network, notify the Helpdesk immediately.

### **SENDING UNSOLICITED E-MAIL (SPAMMING)**

Without the express permission of their supervisors, employees may not send unsolicited e-mail to persons with whom they do not have a prior relationship.

### **VOICE MAIL**

Every Curtis employee is responsible for using the voice mail system properly and in accordance with this policy.

The voice mail system is the property of Curtis. It has been provided by Curtis for use in conducting company business. All communications and information transmitted by, received from, or stored in this system are company records and property of Curtis. The voice mail system is to be used for company purposes only. Use of the voice mail system for personal purposes is prohibited.

Employees have no right of personal privacy in any matter stored in, created, received, or sent over the Curtis voice mail system.

Curtis, in its discretion as owner of the voice mail system, reserves and may exercise the right to monitor, access, retrieve, and delete any matter stored in, created, received, or sent over the voice mail system for any reason without the permission of any employee and without notice.

Even if employees use a password to access the voice mail system, the confidentiality of any message stored in, created, received, or sent from the Curtis voice mail system still cannot be assured. Use of passwords or other security measures does not in any way diminish Curtis's rights to access materials on its system or create any privacy rights of employees in the messages and files on the system. Any password used by employees must be revealed to Curtis as voice mail messages may need to be accessed by Curtis in an employee's absence.

Even though Curtis reserves the right to retrieve and read any voice mail messages, those messages should still be treated as confidential by other employees and accessed only by the intended recipient. Employees are not authorized to retrieve or listen to any voice mail messages that are not sent to them.

Curtis's policies against sexual or other harassment apply fully to the voice mail system. Therefore, no voice mail messages should be created, sent, or received if they contain intimidating, hostile, or offensive material concerning race, color, religion, sex, age, national origin, disability, or any other classification protected by law.

The voice mail system may not be used to solicit for religious or political causes, commercial enterprises, outside organizations, or other nonjob-related solicitations.

Users should routinely delete outdated or otherwise unnecessary voice mails. These deletions will help keep the system running smoothly and effectively, as well as minimize maintenance costs.

Because of the storage space required for voice mail messages, employees should not send a voice mail message to a large number of recipients without prior approval from their supervisor.

Employees are reminded to be courteous to other users of the system and always to conduct themselves in a professional manner. Voice mails are sometimes misdirected or forwarded and may be heard by persons other than the intended recipient. Users should create voice mail communications with no less care, judgment, and responsibility than they would use for letters or internal memoranda written on Curtis letterhead.

Employees should also use professional and courteous greetings on their voice mail boxes so as to properly represent Curtis to outside callers.

Because voice mail records and messages may be subject to discovery in litigation, Curtis employees are expected to avoid making statements in voice mail that would not reflect favorably on the employee or Curtis if disclosed in litigation or otherwise.

In order to avoid accidentally disclosing message contents to unauthorized listeners, employees should not listen to voice mail messages while using the speaker phone feature.

Any employee who discovers misuse of the voice mail system should immediately contact the senior director of human resources.

Violations of this policy will be taken seriously and may result in disciplinary action, including possible termination, and civil and criminal liability.

Curtis reserves the right to modify this policy at any time, with or without notice.

Employees are required to sign a Computer and Telecommunications Services Policy as a condition of employment. The form is to be signed on acceptance of an employment offer by Curtis.

## Appendix B

### LEGAL SANCTIONS UNDER LOCAL, STATE, AND FEDERAL LAW FOR UNLAWFUL POSSESSION, USE, OR DISTRIBUTION OF ILLICIT DRUGS AND ALCOHOL

#### DRUGS

1. The Controlled Substance, Drug, Device, and Cosmetic Act, 35 Pa. C.S.A. 780-101 et seq., sets up five schedules of controlled substances based on dangerousness and medical uses. It prohibits the manufacture, distribution, sale, or acquisition by misrepresentation or forgery of controlled substances except in accordance with the act, as well as the knowing possession of controlled substances unlawfully acquired. Penalties for first-time violators of the act range from 30 days' imprisonment, \$500 fine, or both for possession or distribution of a small amount of marijuana or hashish, not for sale, to fifteen years or \$250,000 or both for the manufacture or delivery of a Schedule I or II narcotic. A person over eighteen years of age who is convicted for violating the Controlled Substance, Drug, Device, and Cosmetic Act shall be sentenced to a minimum of at least one year total confinement if the delivery or possession with intent to deliver of the controlled substance was to a minor. If the offense is committed within 1,000 feet of the real property on which a university is located, the person shall be sentenced to an additional minimum sentence of at least two years' total confinement.
2. The Pharmacy Act of 1961, 63 Pa. C.S.A. 390-8 makes it unlawful to procure or attempt to procure drugs by fraud, deceit, misrepresentation, or subterfuge or by forgery or alteration of a prescription. The first offense is a misdemeanor, with a maximum penalty of one-year's imprisonment, a \$5,000 fine, or both.
3. The Vehicle Code, 75 PA, C.S.A. 3101 et seq., which was amended effective July 1, 1977, prohibits driving under the influence of alcohol or a controlled substance, or both, if the driver thereby is rendered incapable of safe driving. A police officer is empowered to arrest without a warrant any person whom he or she has probable cause to believe has committed a violation, even though the officer may not have been present when the violation was committed. A person so arrested is deemed to have consented to a test of breath or blood for the purpose of determining alcoholic content, and if a violation is found it carries the penalties of a misdemeanor of the second degree, which includes imprisonment for a maximum of 30 days.
4. The Federal drug laws, The Controlled Substances Act, 21 U.S.C. 801 et seq., are similar to the Pennsylvania Controlled Substance, Drug, Device, and Cosmetic Act, but contain, for the most part, more severe penalties. Schedules of controlled substance are established, and it is made unlawful knowingly or intentionally to manufacture, distribute, dispense, or possess with intent to distribute or dispense a controlled substance. If the quantity of controlled substance is large (e.g., 1,000 kg of a mixture or substance containing marijuana), the maximum penalties are life imprisonment, a \$4,000,000 fine, or both. Lesser quantities of controlled substance (e.g., 100 kg of a mixture or substance containing marijuana) result in maximum penalties of life imprisonment, a \$2,000,000 fine, or both. The distribution of small amounts of marijuana for no remuneration or simple possession of a controlled substance carries a maximum of one year's

imprisonment, a \$5,000 fine, or both, with the penalties for the second offense doubling. Probation without conviction is possible for first offenders. Distribution to persons under the age of 21 by persons eighteen or older carries double or triple penalties. Double penalties also apply to the distribution or manufacture of a controlled substance in or on or within 1,000 feet of the property of a school or college.

5. Students who have been convicted under state or federal law involving the possession or sale of a controlled substance are ineligible for federal student aid for specific periods (ranging from one year to an indefinite period depending on the nature of the offense and whether the student is a repeat offender).

#### **ALCOHOL**

1. The Pennsylvania Liquor Code, 47 Pa., C.S.A., 1-101 et seq., controls the possession and sale of alcoholic beverages within the Commonwealth. The code as well as portions of the Pennsylvania Statutes pertaining to crimes and offenses involving minors, 18 Pa., C.S.A. 6307 et seq., provide the following:
  2. It is a summary offense for a person under the age of 21 to attempt to purchase, consume, possess, or knowingly and intentionally transport any liquor or malt or brewed beverages. Penalty for a first offense is suspension of driving privileges for ninety days, a fine up to \$300, and imprisonment for up to ninety days; for a second offense, suspension of driving privileges for one year, a fine up to \$500, and imprisonment for up to one year; for subsequent offense, suspension of driving privileges for two years, a fine up to \$500 and imprisonment for up to one year. Multiple sentences involving suspension of driving privileges must be served consecutively.
  3. It is a crime intentionally and knowingly to sell or intentionally and knowingly to furnish or to purchase with the intent to sell or furnish, any liquor or malt or brewed beverages to any minor (under the age of 21). "Furnish" means to supply, give or provide to, or allow a minor to possess on premises or property owned or controlled by the person charged. Penalty for a first violation is \$1,000; \$2,500 for each subsequent violation; imprisonment for up to one year for any violation.
  4. It is a crime for any person under 21 years of age to possess an identification card falsely identifying that person as being 21 years of age or older, or to obtain or attempt to obtain liquor or malt or brewed beverages by using a false identification card. Penalties are stated in (2) above.
  5. It is a crime intentionally, knowingly, or recklessly to manufacture, make, alter, sell, or attempt to sell an identification card falsely representing the identity, birth date, or age of another. Minimum fine is \$1,000 for first violation; \$2,500 for subsequent violations; imprisonment for up to one year for any violation.
  6. It is a crime to misrepresent one's age knowingly and falsely to obtain liquor or malt or brewed beverages. Penalties are as stated in (1) above.
  7. It is a crime knowingly, willfully, and falsely to represent that another is of legal age to obtain liquor or malt or brewed beverages. Penalty is a minimum fine of \$300 and imprisonment for up to one year.

8. It is a crime to hire, request, or induce any minor to purchase liquor or malt or beverages. Penalty is a minimum fine of \$300 and imprisonment for up to one year.
9. Sales without a license or purchases from an unlicensed source of liquor or malt or brewed beverages are prohibited.
10. It is unlawful to possess or transport liquor or alcohol within the Commonwealth unless it has been purchased from a State Store or in accordance with Liquor Control Board regulations. Curtis will cooperate with the appropriate law enforcement authorities for violations of any of the above-mentioned laws by an employee in the workplace or student.
11. The use in any advertisement of alcoholic beverages of any subject matter, language or slogan directed to minors to promote consumption of alcoholic beverages is prohibited.
12. No advertisement of alcoholic beverages shall be permitted, either directly or indirectly, in any booklet, program, book, yearbook, magazine, newspaper, periodical, brochure, circular, or other similar publication, published by, for, or on behalf of any educational institution.

## Appendix C

### EMPLOYEE CONFLICT OF INTEREST POLICY

#### INTRODUCTION

The Curtis Institute of Music (“Curtis”) is committed to acting with integrity and fairness in all of its operations and is committed to avoiding conflicts of interest, potential conflicts of interest, and any appearance of conflicts of interest. Accordingly, Curtis has adopted this Conflict of Interest Policy (the “policy”) under which its part-time and full-time faculty and other staff members (“employee(s)”) must maintain the highest ethical standard in the handling of Curtis’s affairs and conduct Curtis’s business with integrity in a manner that excludes considerations of personal advantage or gain. Each employee is responsible for disclosing his or her own ethical, legal, financial, or other conflicts and potential conflicts of interest involving Curtis in accordance with this policy, so that Curtis may avoid situations that involve or may involve a conflict, or an appearance of conflict, between the employee’s personal interest and the interest of Curtis.

This policy is intended to supplement, but not replace, any laws governing conflicts of interest applicable to nonprofit and charitable organizations.

#### CONFLICT OF INTEREST DEFINED

A conflict of interest arises if an endeavor or activity influences or appears to influence the ability of an Employee to exercise objectivity or impairs the employee’s ability to perform his or her employment responsibilities in Curtis’s best interest. A business or personal relationship, or the involvement in certain activities, may create a conflict by impairing the independent judgment of such Employee in the exercise of duties relating to Curtis and its operations. Any arrangements or circumstances, including political, business, family, or other relationships, that might dissuade the employee from acting in the best interest of Curtis could give rise to a conflict of interest.

Examples of actual or potential conflicts of interest include, but are not limited to:

- Using one’s position in Curtis for the actual or apparent purpose of private gain or advantage for either themselves or another person.
- Misusing one’s position, whether actual or apparent, and engaging in activities that adversely affect public confidence and trust in Curtis’s integrity and position of excellence in the global community, impairing Curtis’s assets, and/or creating a situation in which Curtis, fellow employees, officers, and/or directors could be held legally liable.
- Profiting from, or appearing to profit from, organizations that have contractual (or pending) relationships with Curtis or misusing confidential or proprietary information.<sup>1</sup>
- Influencing or making admission or programming decisions based on, or appearing to be based on, personal, family, or business relationships.
- Lack of forethought to remove oneself from a situation when the employee or Curtis believes an actual, apparent, or potential conflict of interest does or could exist and the failure to disclose this conflict in writing with as much detail as possible for investigative purposes.
- Accepting gifts, entertainment, gratuities, or other items of more than \$50 in value from a company, contractor, or consultant that seeks to do business with Curtis. This is outlined in Curtis’s Fraud Policy and will be considered an actual conflict of interest).

- Engaging in electoral politics or lobbying activities during work hours, or with Curtis's name, resources, facilities or equipment. Employees are free to engage in these types of activities on a personal basis provided that these activities do not conflict with the employee's ability to carry out his/her obligations to Curtis, or create confusion between positions or actions that are taken by the employee personally, versus as a Corporation representative.

Curtis's president and CEO, and ultimately the board of trustees, is responsible for determining whether an Employee has a conflict of interest and whether it is a permissible conflict; however, the senior vice president of administration, with the support of the senior director of human resources, shall review all potential conflicts and develop solutions for handling these conflicts, and shall report his/her recommendations re the same to the president and CEO so that determinations about conflicts can be made.

As provided below, each employee has a duty to avoid conflicts and to disclose all relevant facts about all known actual and potential conflicts that he or she may have in order to inform the determination of whether there is a conflict.

#### **DUTY TO AVOID CONFLICTS**

For the situations listed above, as well as any situation not specifically covered, each employee must consider carefully any potential conflict between his or her personal interests and the interests of Curtis. Each employee must refrain from any action that might constitute an actual, potential, or perceived conflict of interest until such circumstance is vetted and a determination of the potential conflict is made.

The term "proprietary information" is defined to include any information about the Corporation or about its funders and donors, its activities, or its contractual relationships that is not generally available to the public and which, if disclosed, would assist in competition against the Corporation or would compromise its reputation or relationships.

Curtis recognizes that situations arise when employees are involved in performances with family members and other related parties. In general, these situations are considered permissible, regardless of whether or not these performances involve financial remuneration. Nonetheless, because these situations may be perceived to be conflicts of interest, they must be disclosed annually.

#### **DISCLOSURE REQUIREMENT**

Each employee must disclose actual or potential conflicts of interest by completing the attached Conflict of Interest Statement and Disclosure Form ("disclosure form") when commencing service for Curtis and on an annual basis thereafter ("annual review and update form"). Each employee must also update the disclosure form on an on-going basis as any new activities or relationships arise. In order to assure full disclosure, such disclosures should be made not only on behalf of the employee completing the form, but also with respect to the employee's immediate family members (spouse, significant other, partner, siblings, parents, and children).

When deciding which relationships should be disclosed, employees must consider the situation from the perspective of an outsider and whether the relationship is of a nature that it could raise an



allegation of an apparent or actual conflict of interest, and then err on the side of transparency. Full disclosure helps to alleviate and avoid future misunderstandings.

an employee who discovers that he/she has an actual or potential conflict shall disclose the conflict immediately to the senior vice president of administration, and shall abstain from discussions related to transactions or arrangements that involve, or may involve, the actual or potential conflict until a determination can be made by the president and CEO as to whether the conflict is serious enough to warrant action; or if it is determined that no conflict exists.

In addition, if an employee believes another person within Curtis may have a conflict of interest, that employee shall also disclose the conflict immediately to the senior vice president of administration for review or investigation; or if the conflict involves the senior vice president of administration, to the president and CEO; or to the chair of the human resources committee of the board and the board chair, if the conflict involves the president and CEO.

Employees must submit their disclosure forms, and their annual review and update form to the senior director of human resources, who shall maintain the employee disclosure forms on a permanent basis as part of Curtis's books and records, as laid out in "Recordkeeping," below.

#### **PROCEDURES FOR REVIEW**

1. In consultation with legal counsel as needed, the senior vice president of administration, with the assistance of the senior director of human resources, shall review each employee disclosure form (and annual review and update form) and shall follow up on each potential conflict within one month of the employee's initial submission of the Disclosure Form, to assess if any conflict of interest exists and to make a recommendation to the president and CEO.
2. The president and CEO, with the assistance of the senior vice president of administration, has three options and must record his/her determinations in writing in the employee's personnel file:
  - a. determine that a conflict of interest exists and that it is an impermissible conflict. in this case, the senior vice president of administration, with the support of the senior director of human resources, shall work together to develop and propose solutions for the president and CEO's review so that he/she may make a determination re how to handle the situation.
  - b. Determine that a conflict of interest exists, but that it is a permissible conflict. If the president and CEO determines that a permissible conflict of interest exists and approves the transaction or arrangement, any interested persons (including persons related to the person making the disclosure) shall abstain from participating in discussions or decision-making on issues related to the matter in which the person has an interest.
  - c. Determine that no conflict of interest exists.
3. If for any reason the president and CEO needs additional assistance to make a determination, he/she shall request a review and determination by the human resources committee of the board of trustees.

4. No less than once a year, the president and CEO shall deliver to the human resources committee of the board of trustees a report on the conflict disclosures. If an issue or situation arises that the chair of the human resources committee determines requires the executive committee's or the board's attention, the chair of the human resources committee shall timely report it to the board chair.

#### **RECORDKEEPING**

The senior director of human resources shall maintain the employee disclosure forms on a permanent basis as part of Curtis's books and records, and these forms shall be added to each employee's personnel file.

#### **ENFORCEMENT**

It is the responsibility of the president and CEO, with the assistance of the senior vice president of administration, to enforce this policy.

If the president and CEO has reasonable cause to believe an employee has failed to disclose actual or potential conflicts of interest, he/she shall inform (or direct the senior vice president of administration to inform) the employee of the basis for such belief and afford the employee an opportunity to explain the alleged failure to disclose. If, after hearing the employee's response and after making any further investigation warranted by the circumstances, with the assistance of the senior vice president of administration, the president and CEO determines the employee has failed to disclose an actual or potential conflict of interest, he/she shall take appropriate disciplinary and corrective action. Intentional violation of this policy constitutes cause for termination.

**ANNUAL CONFLICT OF INTEREST DISCLOSURE FORM FOR EMPLOYEES**

By signing this form, I acknowledge that I have read and understand the Curtis Conflict of Interest Policy, and I agree to comply with it. In compliance with the policy, I have read the definition of conflict of interest (page 53 of the Staff Handbook), and I am making the following disclosures on behalf of myself and my immediate family members and business associates. I will promptly notify the senior vice president of administration or the senior director of human resources if any facts or circumstances arise that cause this certification to be no longer accurate.

**1. Do you know of any relationships with Curtis’s auditors, Wipfli, LLP; or between yourself, a member of your immediate family (spouse, significant other, partner, siblings, parents, and children), or your business associates that may constitute a conflict of interest, or an appearance of such a conflict of interest as defined by the letter or spirit of the Conflict of Interest Policy? If “yes,” please attach a statement of the relationship and details with respect to the actual or potential financial or other benefit as best you can estimate.**

\_\_\_\_\_Yes \_\_\_\_\_No (please initial)

**2. Additionally, I must disclose the following facts, which may describe a conflict of interest, or an appearance of such a conflict of interest, as defined by the letter or spirit of the Conflict of Interest Policy:**

-----  
*[attach additional pages if necessary]*

**3. I am related (through business or family) to the following Curtis Trustees, officers, employees, funders, and vendors/contractors:**

-----  
*[attach additional pages if necessary]*

The information given in this statement is complete and accurate to the best of my knowledge. I understand that I have a continuing obligation to promptly and fully disclose any actual or potential conflicts of interest whenever such situations arise.

\_\_\_\_\_  
Date Name, Title (printed or typed)

\_\_\_\_\_  
Signature

## Appendix D

### CORPORATE CREDIT CARD POLICY

The Curtis Institute of Music issues corporate credit cards at its discretion to employees with frequent and/or significant business expenses. The credit card issuer may conduct a credit check prior to issuing a card in the employee's name and credit maybe denied or limited, based upon the employee's credit history.

Employees are encouraged to use the corporate credit card for approved business expenses, such as travel, conference fees, and meals. For expenses such as services and equipment, employees should make every attempt to have a bill sent to them to be processed through the finance office. The corporate credit card must be used solely for business purposes, and should not be used to make personal purchases.

The credit card issuer provides charge statements to Curtis, and Curtis makes payment to the card issuer for expenses charged on the corporate credit card. As expenses are incurred, the employee must submit a transmittal form with proper account coding and the credit card statement, with proper supervisory approval. This form must include receipts for all charges listed on the statement.

Statements of the employee's account may be disclosed to and reviewed by the employee's manager and other management personnel as deemed necessary and appropriate by Curtis.

If a card is lost or stolen, the employee should immediately report this event to the credit card issuer and to the Curtis finance office. If at any time the employee no longer requires the use of the card, the card should be returned to his or her manager for cancellation.

Before an employee leaves Curtis, he or she should cut the card in half and return it to his or her manager. Before departure, a final expense report must be submitted, and the employee must pay any outstanding balance on his or her account for any expenditure deemed unallowable in accordance with the Curtis Corporate Credit Card Policy.

Non-compliance with Curtis's Corporate Credit Card Policy may result in the cancellation of the employee's corporate credit card and may subject the employee to other disciplinary action.

## **AGREEMENT FOR USE OF THE CURTIS INSTITUTE OF MUSIC CORPORATE CREDIT CARD**

The undersigned employee (the “Employee”) of the Curtis Institute of Music (“Curtis”) has requested a corporate credit card.

By signing below, the Employee acknowledges that he/she has read and fully agrees to the following terms governing use of the corporate credit card:

1. As expenses are incurred, the Employee is responsible for submitting a transmittal form with proper account coding and the credit card statement, with proper supervisory approval. This form must include receipts for all charges listed on the statement. Curtis is responsible for making payment to the card issuer for expenses charged on the corporate credit card. In addition, the Employee agrees that if Curtis pays any amounts owed by the Employee to the issuer of the corporate credit card, the Employee will immediately reimburse Curtis for any such amounts.
2. Employees are encouraged to use the corporate credit card for all approved business expenses (including hotel, car, conference fees, meals, ground transportation, and other approved business expenses where possible). For other types of expenses (i.e. services and equipment), employees should make every attempt to have a bill sent to them to be processed through the finance office.
3. The Employee understands and agrees that the corporate credit card must be used solely for business purposes. The card may not be used to make personal purchases. The Employee further agrees to pay any outstanding balance on his or her account, to the extent such expenses are deemed unallowable in accordance with the Curtis Corporate Credit Card Policy. If at any time the Employee no longer requires the use of the card, the Employee shall immediately return the card to his or her manager for cancellation.
4. The Employee understands and agrees that the credit card issuer may conduct a credit check prior to issuing a card in the Employee’s name and that credit maybe denied the Employee; or that the credit available to the Employee may be limited based upon the Employee’s credit history.
5. The Employee will immediately report a lost or stolen card to the credit card issuer and to the Curtis finance office.
6. The Employee acknowledges that the credit card issuer will provide charge statements to Curtis. The Employee agrees that statements of the Employee’s account may be disclosed to and reviewed by the Employee’s manager and other management personnel as deemed necessary and appropriate by Curtis, and the Employee waives and releases Curtis from any claims related to such disclosure and review, including without limitation claims for invasion of privacy.
7. The Employee understands that non-compliance with any of the foregoing or Curtis’s Corporate Credit Card Policy may result in the cancellation of the Employee’s corporate credit card, and may subject the Employee to other disciplinary action. Such disciplinary action shall be governed by the Staff Handbook, or other Curtis policies promulgated from time to time.

8. If the Employee leaves his or her employment for any reason, the Employee agrees to cut the card in half and to immediately return it to his or her manager prior to departure. The Employee further agrees to submit a final expense report and pay any outstanding balance on his or her account for any expenditure deemed unallowable in accordance with the Curtis Corporate Credit Card Policy prior to the Employee's departure.

I have read, understand, and agree to the above terms and conditions for the use of the Curtis corporate credit card.

Please complete and sign the following:

Employee name: \_\_\_\_\_

Date: \_\_\_\_\_

Employee Signature: \_\_\_\_\_

Department: \_\_\_\_\_

## Staff Handbook Acknowledgment

I acknowledge receipt of the staff handbook of the Curtis Institute of Music (“Curtis”).

I acknowledge that the purpose of the staff handbook is to communicate general guidelines to me about Curtis, and its policies, procedures, and benefits; that the staff handbook is not all-inclusive; that more information concerning Curtis’s policies, procedures, benefits, and my terms and conditions of employment is contained in other documents of Curtis; and that Curtis has the right to expand, change, and delete any and all of its policies, procedures, and benefits, and matters contained, or referred to, in the staff handbook or in other documents, as well other terms and conditions of my employment, at any time, without notice, in Curtis’s sole discretion.

I further acknowledge that the staff handbook does not promise me, either expressly or by implication, employment with Curtis for any period of time or duration.

I further acknowledge that I am an at-will employee of Curtis which means that I may terminate my employment with Curtis, at any time, with cause or without any cause, and without any notice prior to such termination, and that Curtis may terminate my employment with Curtis, at any time, with cause or without any cause, and without any notice prior to such termination; and that the staff handbook does not alter the at-will employment relationship between Curtis and me. Moreover, no statement, promise, or agreement by anyone, at any time, written or oral, will change, or can be relied upon by you to change, my at-will employment with Curtis, except, that if I am a party to written employment agreement signed by me and signed on behalf of Curtis by either the president of Curtis or the chair of Curtis’s board of trustees, such written employment agreement can contain enforceable terms that provide for employment other than at-will employment, which shall govern my employment with Curtis.

This staff handbook supersedes and replaces any prior staff handbooks published by Curtis.

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Employee’s signature

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Date

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Printed name