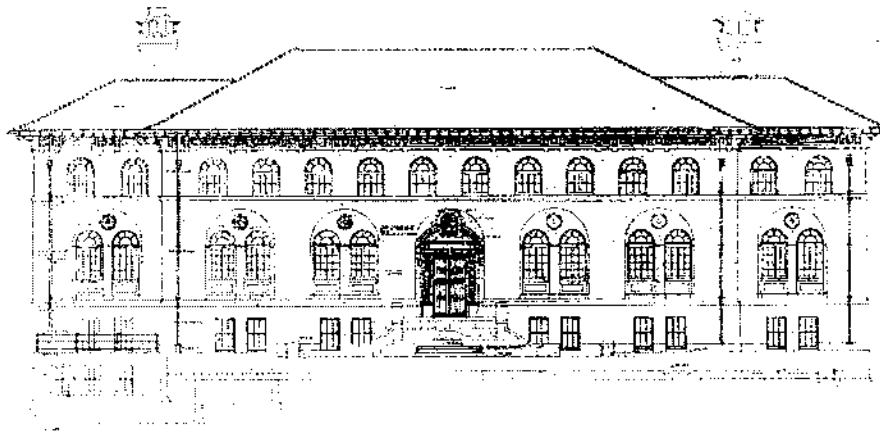




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FACULTY/STAFF HANDBOOK

2005—2006

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BACKGROUND

The Selma M. Levine School of Music (Levine), a community music school, was founded in 1976 by Ruth Cogen, Diana Engel and Jaclin Marlin in memory of their friend, Selma Levine, to provide the highest quality music instruction and performance opportunities for persons of every age, level of ability, and background. Beginning in a small church in Washington, DC, Levine has expanded to four campuses in Northwest DC, Southeast DC, Arlington County, Virginia and Montgomery County, Maryland, serving over 3,500 students ranging in age from six months to 96 years. In 2005, Levine relocated its Southeast DC campus to the Town Hall, Education, Arts and Recreation Campus (THE ARC), a new and exciting community development, and its Montgomery County location to the Music Center at Strathmore Hall.

As a community music school, Levine operates under the principles of excellence and accessibility in its programs of instruction and performance. Levine's ability to achieve its goals depends on the quality and commitment of its faculty and staff members. Mindful of the critical role its faculty and staff members play, the School has developed employment policies and procedures intended to promote fairness, equity and accountability in a collegial environment. These policies and procedures apply to all faculty and staff members, unless otherwise stated in the Handbook.

PURPOSE OF HANDBOOK

This Handbook generally describes the Levine School of Music's personnel policies and practices, and is intended to be used as a reference guide for faculty and staff members. (Independent contractors are not covered by the provisions of this Handbook.) Please read it carefully and keep it for reference. Due to the changing needs of the School, there may be circumstances that require us to modify, add or delete policies and provisions contained in this Handbook, and none of the information should be considered contractual in nature.

This Handbook does not create an employment contract, expressed or implied, between employees and the School. Only the President or the Dean of the School has the authority to make employment agreements. Such agreements must be in writing and signed by: the President, the Chief Operating Officer (COO), the Dean or the General Counsel.

Levine specifically reserves the right to repeal or make changes to its policies, practices and Handbook at any time, with or without notice. Only the President, COO or Manager of Human Resources for Levine may make such changes. This Handbook is effective September 1, 2005, and supersedes any previously issued personnel handbook, policies, and procedures (oral and written). In the event of the amendment of any law upon which sections of this Handbook are based, the Handbook provision will be considered modified in accordance with the changes in the law. The School's Human Resources Department will keep you informed of any changes that may affect you. Suggestions

and/or recommendations to improve this Handbook are always encouraged and welcome.

Violations of any of the provisions or policies in this Handbook may lead to disciplinary action, up to and including termination.

I. INTRODUCTION

A. Open Door Policy

The School encourages faculty and staff members to discuss individual problems affecting their employment status and welfare with their Supervisor/Department Chair. In the event the Supervisor/Department Chair is unable to resolve the problem, faculty members should address the matter with the Dean, and staff members should address the matter with the Human Resources Department.

B. Authority

The policies and procedures set forth in this Handbook, taken singly or together, do not constitute a contract of employment. The President may make exceptions to the policies and procedures set forth herein as warranted by circumstances and may revise the contents from time to time without notice at his/her sole discretion. Questions about personnel matters covered in this Handbook, including benefits or matters not addressed, may be brought to the attention of the Faculty Services Manager (by faculty) or Human Resources Department (by staff).

II. EMPLOYMENT POLICIES

A. General – Equal Opportunity

Levine is an equal opportunity employer. In order to provide equal employment and advancement opportunities to all individuals, employment decisions at Levine are based on job-related qualifications and skills, including prior experience and, where appropriate, performance and length of service at the School. Vacant administrative positions are posted to afford faculty and staff members an opportunity to apply for them. Levine does not discriminate on the basis of race, color, religion, gender, sexual orientation, age, disability, ethnicity, family status, or any other trait protected by law.

B. Immigration Law Policy

Levine complies with the Immigration Reform and Control Act of 1986 and employs only United States citizens and aliens who are authorized to work in the United States. As a condition of employment, each new faculty and staff member must promptly complete the first section of the Immigration and Naturalization Service Form I-9 and submit the required supporting documentation. Before commencing work, newly rehired faculty and staff members must also complete the form if they have not previously filed an I-9 with the School, if their previous I-9 is more than three years old, or if their previous I-9 or work permit is for any reason no longer valid.

Levine does not directly handle employee applications or renewals for visas, but will assist and support petitions for faculty and staff members in good standing. In addition, Levine will not pay legal or administrative costs for visa applications or immigration related proceedings.

C. Background Confirmation

All faculty and staff members may be subject, in accordance with state and federal law, to a criminal background check.

D. Personnel Records

Information contained in an employee's personnel record is handled in a confidential manner and is available for review only by the faculty or staff member, his/her designees, and authorized Supervisors and managers in the performance of their normal duties. Requests received from third parties for verification of employment will be limited to the dates of employment, position held, and salary. Faculty and staff members should contact the Human Resources Department if they anticipate a request for information directly from their records. Written authorization may be required to release information. To ensure that all pertinent information in a personnel record remains current, faculty and

staff members must notify the Human Resources Department when there is a change in any of the following:

- Address
- Telephone number
- E-mail address
- Insurance beneficiary
- Marital status
- Name
- Number of dependents/tax exemptions
- Person(s) to be notified in cases of emergency

E. Employment At-Will Policy

Levine certainly hopes that every employee will find his/her employment relationship with the School satisfying and rewarding in all respects. At the same time, the School recognizes that relationships are not always mutually satisfactory. To protect both parties' rights, it should be remembered that the employment relationship is terminable at-will, at the option of either the employee or the School. This means that either the employee or Levine may end the employment relationship at any time for any reason. Moreover, no one at the School, other than the President, has the authority or legal ability to modify the at-will nature of the employment relationship. The President can do so only if it is done specifically in a written agreement that is signed by both the President and the employee.

F. Internal Complaint Procedure

Levine is aware that problems can arise at work and that even routine differences can escalate into bigger problems if they remain unaddressed. Levine wants to encourage employees to speak up about problems and seek solutions that will help the School improve. We all have a stake in addressing and resolving problems expeditiously and fairly.

Any faculty or staff member who observes or experiences an incident in the workplace that he/she believes may violate the policies set forth in this Handbook, or otherwise has a concern about their employment, should report the incident or concern promptly to the Human Resources Department.

Depending upon the nature of the allegation, the Human Resources Department may assist faculty and staff members in addressing and resolving a particular matter privately or mediate the matter with the other faculty and staff member(s) involved. At the faculty or staff member's request, or based on the nature of the allegation, the Human Resources Department may initiate an investigation of the charge. Investigations shall be handled with maximum regard for faculty and staff member's privacy interests and information concerning the complaint will

be provided to other individuals, only when necessary and only on a "need to know" basis. However, given the School's legal obligations, confidentiality cannot be guaranteed. For additional information on complaints of discrimination or harassment, see Section VIII. (Standards of Conduct, Part D of this Handbook).

G. Mediation and Arbitration of Legal Disputes

For claims that relate to legally protected rights or a legal claim of any type, Levine has established dispute resolution procedures for the resolution of complaints that arise from the employment relationship. This process applies both to employee claims against Levine and complaints Levine may have about an employee's conduct.

The first step in the complaint procedure is mediation. Mediation means presenting your dispute to a neutral third party who makes non-binding recommendations and helps the parties find a mutually acceptable solution. Mediation is a meeting in which the mediator helps resolve disputes by identifying options for resolving the dispute and offering an objective perspective. Mediation is a non-binding process. That means the mediator can make suggestions, but you and Levine are responsible for resolving the dispute and both must agree before there is any settlement.

Claims eligible for mediation include: Claims for discrimination; claims for breach of contract; claims for violation of any federal, state, District of Columbia or other governmental law, statute, regulation or ordinance; tort claims (including, but not limited to, negligent or intentional injury, defamation and termination of employment in violation of public policy).

Claims not eligible for mediation include those for workers' compensation or unemployment insurance; claims which could not be litigated in court or before any administrative proceeding under applicable law; or claims for injunctive and/or equitable relief (remedies requiring a court's rapid injunctive power).

Levine will pay all fees for the services of an independent, professionally-trained mediator. The mediator will arrange the mediation date and location, and will conduct the mediation at a mutually agreeable location. An agreement is adopted if it is acceptable to both the employee and the Levine School.

If the legal issue or complaint cannot be resolved through mediation, Levine will pay for the services of an arbitrator from JAMS, an external arbitration agency. The arbitrator will be selected by both parties from lists of experienced arbitrators provided by JAMS, using the process and procedures provided by that organization.

Arbitration means presenting your dispute to a neutral third party who will make a final and binding decision. The arbitrator is substituted for the judge and jury, who would have decided the case in a court setting. The arbitrator decides the

disputed issues after both sides have presented their positions at the arbitration hearing. The arbitrator offers a final, impartial decision based on input from both parties, and can award remedies as in a court of law. Although arbitration is much less formal than a court trial, it is an orderly proceeding, conducted in accordance with established rules of procedure and legal principles.

Claims eligible for arbitration include: claims for discrimination; claims for breach of contract; claims for violation of any federal, state, District of Columbia or other governmental law, statute, regulation or ordinance; and tort claims (including, but not limited to, negligent or intentional injury, defamation and termination of employment in violation of public policy).

Claims not eligible for arbitration include those for workers' compensation or unemployment insurance, those which could not be litigated in court or before any administrative proceeding under applicable law, or claims for injunctive and/or equitable relief (remedies requiring a court's rapid injunctive power).

The typical steps in arbitration are as follows:

1. Only after an attempt at resolution fails through mediation, and you or the Levine School want to pursue additional remedies or resolution of the complaint, Levine will contact JAMS to request arbitration;
2. Based on mutual preferences, both parties select an arbitrator from a list supplied by JAMS;
3. Arbitrator arranges the hearing date and location;
4. Arbitrator conducts hearing, and both sides present evidence and witnesses, if needed;
5. Arbitrator issues a final and binding decision.

If an employee continues, applies for, or accepts employment with Levine after September 1, 2005, both the employee and Levine are thereby agreeing to be bound by all terms and provisions of the Levine School's mediation and arbitration procedures. This means that both the employee and the Levine School are waiving any right they may have to bring a lawsuit and to a jury trial concerning any dispute covered by the mediation/arbitration program between the employee and the Levine School.

III. WORK HOURS

A. Hours of Operation

The Levine School of Music is open for teaching Monday through Friday from 9:00 a.m. until 9:00 p.m., and Saturdays from 9:00 a.m. until 4:00 p.m. These hours may vary during the summer and holiday periods, or as determined by individual campuses.

B. Holidays

The Levine School of Music is closed on the following holidays:

- Labor Day
- Thanksgiving
- Friday after Thanksgiving
- Winter Holiday (Christmas Eve through New Year's Day)
- New Year's Day
- Martin Luther King, Jr.'s Birthday
- Memorial Day
- Independence Day

C. Inclement Weather

Generally speaking, Levine follows the closings, late openings, and early dismissals of the local public school districts on school days. If the School is open and a faculty or staff member cannot report to work, he/she must notify his/her Supervisor or the Campus Director, as appropriate. Notice of the School's response to inclement weather will always be posted on the School's main voice recording at (202) 686-8000 and via the website: www.levineschool.org.

D. Attendance and Punctuality

Levine expects all faculty and staff members to be reliable and punctual in reporting for scheduled work. Unscheduled absenteeism and tardiness place a burden on other faculty and staff members. In the rare instances when faculty or staff members cannot avoid being late to work, or are unable to work as scheduled, they should notify their student(s) directly, if at all possible and their Supervisor/Campus Director at least thirty (30) minutes before their scheduled start time.

Staff members who are late must deduct any tardy periods from their total hours worked and reflect these changes on their timesheets. Repeated or unexcused tardiness or absences may be cause for disciplinary action up to and including termination of employment or contract.

E. Timesheets

Timesheets are due no later than the fifth of each month for the previous month. (Example: January timesheets are due no later than February 5th). An earlier date may be designated for some months to meet the deadlines of the School's payroll processor. A sample timesheet can be found in the Appendix of this Handbook.

IV. BENEFITS

Benefits for faculty and staff members are determined by the number of hours scheduled per workweek. Health and dental benefits and flexible spending accounts are available to individuals working a minimum of 17.5 hours per workweek. All other insurance benefits are provided to individuals working a minimum of 20 hours per workweek. A full description of benefits for employees is available through the Human Resources Department.

A. Health and Dental Insurance

All faculty and staff members who work a minimum of 17.5 hours per workweek are eligible to participate in Levine's group health (which includes vision) and dental insurance. A full description of the School's policy is available through the Human Resources Department.

B. Life, Short-Term and Long-Term Disability Insurance

All faculty and staff members who work a minimum of 20 hours per workweek are eligible to participate in Levine's group life, short-term and long-term disability insurance. A full description of this insurance policy is available through the Human Resources Department.

C. Flexible Spending Account (FSA)

A Flexible Spending Account (FSA) allows employees to pay for certain qualified expenses – medical, dental, vision, or dependent care expenses – with pre-tax dollars. Eligible faculty and staff members for this benefit determine at the beginning of the plan year (January 1st) the amount of their anticipated out-of-pocket medical, child, or dependent care expenses for the year and arrange to have this amount deducted from their paychecks. Eligible employees should carefully consider the amount they wish to indicate pursuant to the guidelines set forth by the Internal Revenue Service (IRS): because of the FSA tax benefit, any monies left in the account at the end of the year cannot be refunded or rolled over to the next plan year. Changes to, or termination of, the plan may only be made at the beginning of the calendar year or if there is a "life-changing event" as prescribed by the IRS regulations.

D. Retirement Plan

All faculty and staff members who work a minimum of 20 hours per workweek are eligible to participate in a 403(b)-retirement plan through Teachers Insurance and Annuity Association College Retirement Equities Fund (TIAA-

CREF). Contributions made by the individual are pre-tax deductions up to the limits set forth by the IRS. A full description of the School's plan, eligibility requirements and matching policy are available through the Human Resources Department.

E. Public Transportation Subsidy (SmartBenefits)

In order to encourage the use of public transportation for commuting to and from work, Levine assists in subsidizing those costs through the SmartBenefits program. Faculty and staff members who use public transportation five (5) days per workweek traveling to and from any campus of the School are eligible to receive up to \$65 per month to cover public transportation costs. Those using public transportation less than five (5) days per workweek are eligible for pro-rated benefits, based on the number of days per week of use. Faculty and staff members who choose not to participate in this program are not eligible for any compensation in lieu of this benefit.

F. Academic Discounts

All faculty and staff members are eligible to receive a tuition discount at Levine for themselves and their immediate family. Please contact the Human Resources Department for the specific discount level.

V. REGULATED BENEFITS

A. Social Security and Medicare

The Social Security system, which now includes Medicare, provides basic retirement income for all workers who have contributed to the plan and provides

health-care benefits to Americans who are age 65 or older or who become disabled. Full Social Security retirement payments currently begin at age 65, although a recipient can choose to receive a reduced payment earlier, beginning at age 62.

Employees contribute 7.65 percent of their gross take-home earnings to fund both programs, and federal law obligates Levine to match that amount. (Self-employed workers pay 15.3 percent). Included in the total of 7.65 percent, the Medicare tax is 1.45 percent. Note: These federal withholding rules are subject to change.

B. Workers' Compensation

All employees are covered by Workers' Compensation insurance when engaged in the performance of their duties. If an individual is injured on the job, or becomes disabled as a result of a work-related injury or accident, he/she may be eligible for benefits under Workers' Compensation. This insurance provides coverage for medical expenses and for partial loss of wages that result from such an illness or injury. Such injuries, no matter how minor, must be immediately reported to the Human Resources Department in order to make a formal claim. The insurance company is the final arbiter in deciding whether or not to pay a claim.

C. Unemployment Compensation

As provided by District of Columbia, Maryland, and Virginia law, a faculty or staff member whose employment by Levine is terminated for reasons other than resignation or retirement may be eligible for Unemployment Compensation. In most cases, you must file a claim in order to collect this benefit. The eligibility of an individual claimant for unemployment benefits is determined by the District of Columbia's Department of Employment Services, the Maryland Department of Labor, or the Virginia Department of Labor, according to the principal place of employment (not residence), once the necessary forms have been filed.

D. Continuation and Conversion of Insurance Benefits (COBRA)

The Federal Consolidated Omnibus Budget Reconciliation Act, known as COBRA, gives eligible faculty and staff members and their qualified beneficiaries the opportunity to continue health insurance coverage under the School's health plan, at the faculty or staff member's expense, when a "qualifying event" would otherwise result in the loss of eligibility. A "qualifying event" includes, for example, termination of employment or the end of a dependent child's eligibility. In such an event, the faculty or staff member or beneficiary may continue, at his/her own expense, to obtain coverage at the School's group rates plus an administrative fee, for a specified time period. A full description of this insurance benefit is available from the Human Resources Department.

E. Health Insurance Portability and Accountability Act (HIPAA)

Another federal law, called the Health Insurance Portability and Accountability Act (HIPAA), allows certain individuals to transition from one job to another without losing their health insurance coverage or reducing the amount of time they may be excluded from coverage under a new employment health insurance plan. The School complies with its obligations under the HIPAA and recognizes coverage that a new employee had under a prior employees' group health plan to the extent required by law. This may facilitate enrollment in the Levine School's group health plan prior to the date coverage might otherwise be available.

VI. GENERAL LEAVE POLICIES

A. Leave Under the Family Medical Leave Act (FMLA)

Levine has adopted the policy of the DC Family and Medical Leave Act (FMLA), under which eligible employees are entitled to take up to 16 weeks of unpaid, job-protected family leave within a 24-month period for: 1) an employee's serious health condition; 2) to care for a family member (parent, spouse, or

child) with a serious health condition; 3) the birth of a child; or 4) the initial foster care placement of a child for adoption or foster care. An individual who fails to report to work at the end of the approved leave period will be deemed to have resigned.

The 24-month period shall mean 24 months rolling forward from the time the employee first uses covered FMLA leave, and shall not be computed from the employee's anniversary date or by calendar year.

Eligible employees must have worked for twelve (12) or more months and 1,250 or more hours in the preceding twelve (12) months.

Leave may be taken to care for a person with whom the employee has shared a mutual residence and maintained a relationship during the past year.

Employees are required to provide medical certification from a health care provider for leave related to a serious medical condition as permitted by law.

Eligible employees will receive continued health benefits during leave (based upon costs shared by employer and employee); and restoration of the employee to the same position (or a substantially similar position with the same pay and benefits) upon return from leave, unless the employee's position has been eliminated while on leave. Pension contributions by Levine do not continue, and service credit does not accumulate while the employee is on FMLA leave.

In certain cases, FMLA leave may be taken on an intermittent basis rather than all at once, or the employee may work a part-time schedule if medically necessary and as agreed to by Levine. Generally, employees should give Levine thirty (30) days' advance notice of the need for leave. If the need is unforeseeable, employees must give as much notice as possible. Employees will be required to provide medical certification from a health care provider for leave related to illness as permitted by law.

The Human Resources Department will assist you in determining the amount of accrued paid vacation leave to be used against the maximum FMLA leave allowed. An employee must use all accrued paid leave before going on unpaid leave.

B. Pregnancy-Childbirth Leave

Under the federal FMLA and comparable state law, pregnancy and childbirth-related medical conditions are considered serious health conditions eligible for leave. Pregnancy and childbirth-related disabilities are treated the same as other disabilities covered by Levine's sick or disability benefit programs. Leave benefits will be tied to periods of disability caused by these conditions. Pregnancy leave may begin a few weeks before the expected due date, but Levine

will not require a pregnant employee to begin leave when she is willing and able to carry out her job duties.

C. Maternity/Paternity and Adoption Leave

This leave may be granted for the birth, adoption, or placement of a foster child. For additional information on family and medical leave, see Section VI. (Leave Under the Family Medical Leave Act, Part A of this Handbook).

D. Medical Leave

Medical leave may be taken when the employee becomes unable to perform the functions of his/her position because of a serious health condition. For additional information on family and medical leave, see Section VI. (Leave Under the Family Medical Leave Act, Part A of this Handbook).

E. Parental Leave

Employees who are parents may be granted up to 24 hours of paid leave during any 12-month period to attend or participate in school-related events for their children. A “parent” is defined as the natural mother or father or a person who has legal custody or acts as a guardian of a child, including aunts, uncles, or grandparents. School-related event means an activity sponsored by a school or associated organization (such as a parent-teacher organization).

When the need for leave can be foreseen, the employee must request the leave in advance of the event. The leave will be unpaid leave unless the employee chooses to use vacation leave.

F. Jury Duty or Witness Service

An employee who presents a summons from a government agency or court, in a proceeding brought by a third party, to the Human Resources Department will be given time off while serving as a juror or witness. Employees are expected to report for work before and at the conclusion of jury duty or service as a witness, and wherever the court schedule permits. An employee serving as a juror only (as opposed to a witness) will be paid by Levine the difference between jury pay and his/her normal pay for the period of service to the court only if the employee was unable to reschedule his/her students for make-up time. Payments, excluding transportation expenses, made to the individual by the court for their services should be submitted to the School. No benefits will be interrupted during the course of jury duty or witness service. Jury duty or service as a witness in a third-party proceeding will not affect an employee’s annual leave allowance.

G. Election Leave

An employee may request leave to vote in national, state, and local elections. Such leave shall not exceed two (2) hours, and must be approved by the employee's direct Supervisor in advance.

H. Military Leave

The federal Uniformed Services Employment and Reemployment Rights Act (USERRA) requires granting unpaid leave so employees can serve in the U.S. armed forces. USERRA covers service or training in the Army, Navy, Air Force, Marines, Coast Guard, the Army or Air National Guard, and the Uniformed Health Service. It also grants leave rights to employees performing honors duty at military funerals. Protected employees can leave employment for active duty, training, or full-time National Guard duty. They also can be absent to undergo examinations for such service or training.

To initiate a request for military leave, employees must notify Human Resources of the date and duration of said military obligation and provide documentation (i.e. military orders) for the request at the earliest time possible. Employees will be reinstated to the same position as required by law. USERRA's leave and reemployment provisions apply to any employee holding a job "other than a temporary position." Under this broad definition, USERRA protects full-time employees, as well as:

- Part-time employees whose services are of a continuing nature;
- Most employees in probationary, apprenticeship, or training positions; and
- Laid-off employees, strikers, or employees on leaves of absence.

I. Bereavement or Compassionate Leave

In view of the needs of staff members at a time of emotional strain, the School will provide three (3) days of paid leave following the death of a member of an employee's immediate family, or a person with whom the employee shares or has shared a residence within the past year and with whom the individual maintains a committed relationship. "Immediate family" includes a spouse, parent, sibling, child, grandparent, aunt, uncle, parent-in-law, sister or brother-in-law, or son or daughter-in-law, and includes relationships that exist by virtue of adoption or legal custody. Part-time and hourly staff members using bereavement leave will be paid for the hours they are regularly scheduled to work on those days.

When an employee takes compassionate leave, he/she should notify his/her Supervisor of the anticipated length of absence. With the President's approval, additional leave (either paid or unpaid) may be used to enable the individual to be absent more than three (3) days.

J. Requests for Leave Extension

Requests for extensions of a leave of absence, for whatever reason, will be considered if they are received in writing by the President (for Staff) or the Dean (for Faculty) before the end of the approved leave period. An employee who fails to report to work immediately following the expiration of approved leave will be deemed to have resigned.

VII. SMOKE-FREE AND DRUG-FREE WORKPLACE

The health and safety of Levine faculty and staff members are of paramount importance to the School. The security of our buildings is also critical. For these reasons, faculty and staff members are expected to comply with the following rules:

A. Smoke-Free Workplace

Smoking is prohibited within any of Levine's locations. Smoking may be permitted in designated outside areas, subject to rules posted at each Levine campus.

B. Drug-Free Workplace

Drug and alcohol use during the workday is forbidden. Anyone who appears at work under the influence of drugs or alcohol will be instructed to leave the premises and will face disciplinary action up to and including termination of contract or employment.

The unlawful manufacture, distribution, dispensing, possession, or use of controlled substances on Levine premises, or while conducting Levine business off premises is absolutely prohibited. This policy is in accordance with the requirements of the Drug-Free Workplace Act of 1988 and applies to all School faculty, staff, students and visitors.

The following conduct is prohibited and may result in disciplinary action up to and including termination:

- Possession, transfer, sale, use or solicitation of illegal drugs on Levine property (including adjacent areas);
- Possession or use of alcohol on Levine property and adjacent areas (moderate use of alcohol in connection with Levine sponsored events is allowed, but intoxication, i.e. blood alcohol levels above the legal limits, will not be tolerated under any circumstances);
- Reporting to work or being present on the job while intoxicated or impaired by alcohol or drugs;
- Reporting to work or being present on the job with a detectable amount of any illegal drug in the faculty or staff member's body; and
- Abuse of prescribed drugs. Prescribed drugs may be taken only in accordance with a physician's prescription and where such use will not adversely affect the ability of a faculty or staff member to perform his/her duties properly and safely. Abuse of prescribed drugs will not be tolerated and will be treated in the same fashion as the use of illegal drugs.

Faculty and staff members must report to the Human Resources Department any criminal convictions for drug-related activity occurring on or off the School's premises no later than five (5) days after conviction.

VIII. STANDARDS OF CONDUCT

A. Courtesy and Respect

In addition to specific requirements and prohibitions, the School expects faculty and staff members to behave in a professional manner. Employees of the School are expected to treat students, parents and each other with respect and courtesy. Complaints concerning unprofessional behavior should be made immediately to the Human Resources Department.

B. Professional Dress

Dress, grooming and personal cleanliness contribute to morale and the professional image that the School presents to students, parents, visitors and the community. Accordingly, during business hours, faculty and staff members are expected to present a neat and clean appearance and to dress according to the requirements of their positions. Consult the Human Resources Department if you have questions as to what constitutes appropriate dress.

C. Unacceptable Conduct

The following forms of conduct will result in disciplinary action, up to and including termination of contract or employment. Please note that the list is for illustrative purposes and is not all-inclusive:

- Bringing a weapon of any sort onto School premises
- Violence
- Insubordination
- Boisterous, threatening or disruptive activity
- Dishonesty
- Theft
- Recurrent tardiness or excessive absenteeism
- Unsatisfactory performance of School responsibilities
- Harassment of other employees or students

D. Discrimination and Harassment

Levine is committed to providing a work environment that is free of discrimination, unlawful harassment and offensive behavior, whether directed at a colleague, subordinate, student or other member of the Levine community. While the School does not seek to police personal opinion, thoughts or beliefs which are privately held, actions, words, jokes, comments, or correspondence based on an individual's gender, race, ethnicity, religion, sexual orientation, age, disability, appearance or any other personal characteristic will not be tolerated. Levine will investigate any complaint of discrimination and will take prompt remedial action if there is any evidence of any violation of this policy. Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other conduct (verbal or physical) of a sexual nature when: submission to such conduct is made a term or condition of employment, either explicitly or implicitly; submission to, or rejection of, such conduct by faculty or staff member is used as the basis for employment decisions affecting said individual; such conduct unreasonably interferes with the employee's work performance or creates an intimidating, hostile, or offensive working environment.

The following list includes examples of sexual harassment. This list is not exhaustive, but is given to illustrate the range of conduct that must not be engaged in at work or during any work-related activities, including those that occur off-campus. The list includes acts that are always sexual harassment or may be sexual harassment under certain circumstances.

- *Unwelcome verbal behavior:* Making suggestive or sexual comments about a person's body or clothing; making suggestive sounds; asking personal questions about a faculty or staff member's sex life; subjecting another faculty or staff member to information about your own sex life; describing sexually explicit activities; asking out a person who has made it clear that he/she is not interested; turning work discussions to sexual topics; telling sexual or sexist jokes; referring to faculty and staff members or other persons in sexist or sexual terms; repeatedly contacting a faculty or staff member at home or initiating contact outside of the workplace about non-work related matters when the individual has made it clear that he/she has no interest in such contact.
- *Unwelcome non-verbal or physical behaviors:* Looking a person up and down; giving unwanted gifts, letters, notes; making suggestive facial gestures, displaying sexually explicit or sexually suggestive pictures; transmitting sexually explicit, profane, obscene, intimidating, defamatory or otherwise unlawful or inappropriate material in the office via e-mail, or downloading such materials from the Internet.

Faculty or staff members who feel that they may have been subject to discrimination or sexual harassment should contact either the Human Resources Department or the President either in writing or verbally.

Once notified of any type of discrimination complaint, the School will promptly conduct an investigation of the complaint. Any faculty or staff member who is found to have engaged in such conduct will be subject to discipline, which, according to the severity of the offense, may include termination of contract or employment. Retaliation against an individual who has filed a complaint is prohibited. Any individual who believes that he/she is being retaliated against should inform either the Human Resources Department or the President immediately so that corrective steps may be taken.

E. Conflicts of Interest

All faculty and staff members must refrain from participating in any activity (including ownership participation or benefit from a vendor to the School) that would create a conflict of interest or the appearance of such a conflict. Any question about whether an activity would violate this policy should be directed to the Human Resources Department for guidance.

Subject to the rule on conflicts, faculty and staff members may hold a job with another organization as long as he/she satisfactorily performs his/her job

responsibilities at Levine, and does not perform that job during the hours for which Levine is paying the faculty or staff member. A faculty or staff member may be asked to terminate outside employment if it interferes with his/her performance, violates the conflict of interest policy, or impedes his/her ability to meet Levine's requirements.

For additional information, see Section IX. (Non-Compete Agreement, Part G of this Handbook).

F. Hospitality and Business Entertainment

Only designated (by the President, Vice President of Development, COO, or Dean) faculty and staff members are permitted to entertain or purchase meals for the purpose of recruitment, business relationship building, or development. At no time will faculty or staff members be reimbursed for meals exclusively with other faculty or staff members.

G. Confidentiality

All employees are required to maintain and honor the confidences of the School, its students and co-workers.

H. Media Communications and Dissemination of Information

Faculty and staff members are not authorized to speak on behalf of the School unless specifically authorized by the Marketing Manager, Vice President of Development or the President. All unsolicited inquiries from the press must be referred to the Marketing Manager or the President.

IX. FACULTY SECTION

A. Code of Ethics

Levine is firmly committed to complying with its obligations under all state and federal laws. As a result, the School needs and expects all employees to comply strictly with all legal and ethical obligations.

The following Code of Ethics sets forth the fundamental ethical responsibilities of faculty members. By adhering to this Code, Levine instructors set an example for other teachers, for their students and parents, and for the general public. The conduct of the Levine School of Music faculty is governed by this Code. It is unprofessional and unethical for a Levine School of Music faculty member to:

- Discuss with parents or students the work of another Levine teacher in such a way as to denigrate or injure the professional reputation of that teacher;
- Knowingly solicit the student of another teacher, either directly or indirectly, to study with you;
- Knowingly consent to interview a Levine student until that student's current teacher has been notified of such consent;
- Make false claims about their own professional credentials or accomplishments;
- Teach Levine students additional lessons for private payment during the academic year and/or in the summer;
- Teach for payment any student who has registered at Levine, for one year after either the student withdraws from the School, or your employment with Levine ends for any reason; and
- Accept any employment from any institution or organization at which Levine provides instruction while employed at Levine, and for 12 months after your employment ends for any reason. This prohibition includes, but is not limited to, arrangements to teach for private payment any individual student or group of students associated with an institution that hosts Levine educational programs.

B. Faculty Criteria and Guidelines for Evaluation

Evaluation criteria are designed to promote the School's commitment to the highest quality of music education. The Dean and Department Chairs evaluate faculty members periodically. Among the criteria considered are the following:

1. Commitment to high-quality teaching at the School as reflected in:
 - a. Teaching experience and ability.
 - b. Progress of students as evidenced in juries and recitals.
 - c. Retention of students.
 - d. Evaluation by students and peers.
2. Commitment to the School as reflected in:

- a. Cooperation with School policies, departmental, payroll and registration procedures.
 - b. Support of the larger School program through encouraging students to take enrichment courses and to join performance labs and ensembles.
 - c. Attendance at a minimum of two (2) full faculty and two (2) departmental meetings per academic year.
 - d. Participation in recruitment of students to the School.
 - e. Teaching at Levine for ten (10) or more hours per week.
 - f. Submission, on a timely basis, of Annual Faculty Report.
 - g. Ability to teach on days assigned, in consultation with the Department Chair.
 - h. Teaching all lessons scheduled through Levine at the agreed-upon campus.
3. Professional development
 - a. Engaging in performances and other professional activities in the larger musical community.
 - b. Continuing professional development through independent or School sponsored programs and study.
 4. Professional communications
 - a. Responding to communications from parents, students and colleagues (verbal, written, voice mail or e-mail) within forty-eight (48) hours. Please use the Levine voicemail system as a means of communication between other faculty and staff members. Instructors are required to check for voicemail messages and/or email regularly and respond, if appropriate, within 48 hours. Instructors are also required to check their campus mailboxes regularly.
 - b. Responding to parents, students and colleagues in a professional and courteous manner.
 5. Jury Participation

Instructors who teach private lessons at Levine will serve in juries each trimester as held by their department. All instructors are required to adjudicate, as required by their Department Chair, in order to be compensated for jury week.
 6. Student Extra-Curricular Participation

Encourage students to participate in supplementary activities at Levine including, but not limited to: competitions, recitals, theory, music history, ensembles, and performance classes.

C. Registration Process

Faculty members must be familiar with and follow the registration process and cooperate in all procedures regarding contacting, auditioning, and scheduling new students, as well as pre-registering returning students.

1. New and Prospective Students

- When prospective students contact the School's Admissions Office or one of the campuses, information is taken and a customized packet of information is sent to them. Those wanting individual instruction will fill out the New Student Information form and return it to the Admissions Office or appropriate Campus Director.
- An interview will then be arranged for them with the Chair of the appropriate department. The Chair will, in turn, recommend a faculty member and arrange for the student to have an interview with him/her, for which the faculty member will receive payment (rate to be determined annually). See completed timesheet sample in the Appendix of this Handbook.
- If all parties are satisfied and a suitable lesson time has been arranged, the student should then register and pay for instruction according to the established procedures. Otherwise, the student is referred back to the Department Chair for another recommendation.

2. Returning Students

- Returning students are requested to pre-register by June for the fall trimester.
- Payment in full, or in accordance with one of the established payment plans, must accompany the registration form. Students with outstanding balances must put their account in good standing prior to re-registering. Faculty members will not be paid for lessons given to unregistered students (new or returning). The faculty member will be informed by the Registrar of unregistered students in his/her studio.

3. Registration Procedures – First Lesson/Class

- At a designated time in May, faculty members must submit their prospective teaching schedules to the Department Chair and Campus Directors to ensure proper registration of each student and assignment of studio/classroom space.
- The Registrar distributes a roster of students to each faculty member before the first day of class. The faculty member should notify the Registrar of any corrections promptly and a corrected roster will be provided in a timely manner.
- At the first lesson or class, the faculty member should request a registration confirmation letter from each student and verify the student's name, lesson time and day. If there are any discrepancies, the student must be referred to the Registrar immediately. A

student who does not have a confirmation letter and whose name does not appear on the computer roster must complete a registration form at the first lesson or class in the Campus Director's Office or the Registrar's Office, and submit payment to the School via the Campus Director or Registrar.

- If neither is available, the faculty member or student must contact the Registrar promptly to assure the student's status. Such a student may be taught a first lesson but a second lesson may not be provided without confirmation of the registration by the Registrar.

Except in the summer session, students other than adults may be taught a first lesson without prior payment if a parent is not available. However, if payment is not made within a week, the second lesson may not be provided. The faculty member may deliver a registration form completed at the first lesson to the Registrar's mailbox if the Registrar's office is closed at the time.

4. Registration Procedures – Winter, Spring and Summer

- Only students who register (or pre-register) for the entire academic year are automatically re-enrolled for subsequent sessions. Students taking private lessons or group instruction who are not registered for the entire academic year must register for the subsequent session by notifying the Registrar in writing to extend their registration. Faculty members must assist the Registrar to keep track of students who do not wish to re-enroll by providing a list of those who have dropped.
- All students, new or returning, must register for the summer by using the designated form and paying in full.
- *Faculty members will not be paid for unregistered students.*

5. Transfers

A student may be transferred from one faculty member to another where the initial assignment is, in the judgment of the faculty member and Department Chair, incompatible. The Department Chair must arrange the transfer, by submitting, in writing, information on the transfer to the old and new faculty member, and to the Registrar.

D. Academic Session Length and Attendance at Lessons

1. Academic Sessions

- The fall, winter, and spring sessions consist of twelve (12) weeks of instruction each, beginning in September, December, and March each year. For students playing a jury, that jury shall be considered as one of the lessons for the applicable session. Some courses may meet for fewer weeks, as indicated in the official course schedule. The summer session consists of six (6) to twelve (12) weeks beginning in June. Make-up days and weeks are scheduled as the calendar allows and facilities permit.
- Faculty members may teach sessions consisting of less than twelve (12) weeks with prior approval from their Department Chair, the Dean, and with written notice to the Campus Director and Registrar.
- Faculty members may not reduce the length and/or number of scheduled classes.

2. Missed Lessons

- Faculty members are not required to make up lessons that students have cancelled. In the event of a student-initiated absence, instructors will be paid for the scheduled lesson and will not be required to reschedule the lesson.

In the event of an extended student absence resulting in temporary cancellation, faculty members will be paid for one officially scheduled lesson. If a student withdraws after the completion of ten (10) lessons, instructors will be paid for the rest of the session unless the student is replaced, or Levine is not paid. If an instructor dismisses a student from his/her roster prior to the end of the session, the instructor will not be paid for the remaining lessons. If a class is cancelled due to under-enrollment, an instructor will be paid only for those classes taught.

- Faculty members are required to make up any lessons they have cancelled during a make-up week or a mutually agreed-upon time. The faculty member is only required to offer one date per missed lesson (within the session in which the lesson(s) was missed), within a timeframe when the student is available.

3. Notification of Absence

- Please notify students, (and/or student's parents if student is younger than 18) as well as the Registrar and Campus Director, of any absence. The instructor must also discuss any extended absences (more than 2 days) with their Department Chair. Instructors must reschedule any lessons missed due to their absence. The use of substitute teachers may occur only with the prior approval of the Department Chair and the Dean.

Levine allows flexibility to accommodate performing schedules of its instructors. Abuse of this privilege to the point where quality and/or continuity of instruction are affected may be grounds for dismissal.

E. Timesheet and Payroll Guidelines

1. Timesheets

Please refer to the completed timesheet sample in the Appendix of this Handbook. Timesheets are distributed monthly and are due back in the Registrar's Office at LSOM-NW on the 5th day of the following month unless another date has been designated. Information on the timesheet is generated from the roster of registered students. If a student is not on the timesheet, he/she is not registered for the lessons or class. If the student or the student's parents indicate that he/she has been registered despite not appearing on the roster, this should be checked with the Registrar's Office. *Note: If students are not registered by the timesheet due date, faculty members will not be paid for lessons taught until the student has registered.*

The timesheet includes enrollment information for each student. Faculty members are responsible for entering any required additional information, which will be confirmed and added by the Registrar's Office by the next timesheet cycle.

If an enrollment error is found in a timesheet, the faculty member must inform the Registrar's Office in writing. Faculty members will receive a corrected version as soon as changes have been entered into the computer.

2. Pay Period

At the top of the timesheet the pay period and the due date are specified. The standard due date is the 5th day of each month. Timesheets must be received by the due date and should be placed in the designated mailbox at LSOM-NW or brought to the Registrar's Office.

Faculty members working at LSOM-VA, LSOM-MD and LSOM-SE should submit their timesheets to the primary Campus Director. Faculty members teaching at their homes may fax their timesheets to (202) 686-9733. It is

the faculty member's responsibility to keep a copy of the timesheet for their personal records. All timesheets received after the due date must be approved by the Dean and upon approval, will then be processed the following pay period.

Paychecks are issued on the 15th of each month. If the 15th occurs on a Saturday, Sunday or holiday, paychecks will be available on the business day previous to the 15th in faculty member's mailboxes at LSOM-NW. Faculty members teaching primarily at other campuses will receive their paychecks at their respective campus on payday or by mail.

3. Salary Advances

After ninety (90) days of continuous employment, a faculty member may request a salary advance for qualified emergencies, which must be approved by the President. The salary advance may not exceed the normal net amount received in the faculty member's regular monthly paycheck. The amount of the advance will be withheld from the next regularly scheduled paycheck. No more than two (2) salary advances will be approved in any academic year.

4. Payroll Deductions

Levine is required by law to make certain deductions from faculty member's compensation. Among these are applicable federal, state and local income taxes. Levine must also deduct Social Security and Medicare taxes on each faculty member's earnings up to a specified limit. The School matches the amount of Social Security and Medicare taxes paid by faculty members and deposits that amount to the federal government on their behalf.

Levine offers health and disability insurance programs and benefits beyond those required by law, as described in Section IV. (Benefits, Parts A through D of this Handbook). Faculty members may voluntarily authorize deductions from their paycheck to cover the costs that exceed Levine's contribution. The Human Resources Department can provide information regarding each of these insurance and benefits programs.

F. Leave Policies and Termination

1. Leave of Absence (LOA)

Faculty members may request a Leave of Absence (LOA) for professional and/or personal reasons. A formal letter to Department Chairs must accompany all requests for leave from the Levine School of Music. The contents of this letter must include:

- Reason for Leave
- Effective Date of Leave
- Intent to Return
- Length of Leave

A copy of the letter is to be forwarded to the Department Chair, Dean, Human Resources Department and President. The Department Chair, Dean and President must formally approve all requests before any leave is taken. It is understood that any LOA that is granted is not a guarantee for future employment at Levine, but rather an indication that the School will make its best efforts to re-engage the faculty member when the LOA is concluded.

All faculty members granted a LOA are responsible for working with their Department Chair to place all students with other Levine teachers. Substitute teachers not on the Levine faculty may be used only with the express permission of the Dean.

2. Termination

A faculty member's employment with Levine may be terminated at any time by either Levine or the faculty member for any reason.

Levine requests that faculty members give thirty (30) days notice if they decide to leave the School.

A faculty member eligible for benefits whose employment with Levine ends for any reason is eligible for benefits continuation under COBRA as described in Section V. (Continuation and Conversion of Insurance Benefits, Part D of this Handbook).

Upon termination, faculty members must return all office keys, credit cards and other School property to the Human Resources Department. An exit interview may also be held between the faculty member and the Human Resources Department.

3. Final Pay

After deducting any monies due Levine, terminated faculty members will be paid for all hours worked during the pay period in which termination

becomes effective. Final paychecks will be mailed to the address on file, unless otherwise requested. Faculty members who are involuntarily terminated will be paid by the next business day. Faculty members who voluntarily terminate their relationship with the School will be paid the next scheduled payday or within seven (7) days, whichever is sooner.

Final pay of a deceased faculty member will be paid to the beneficiary as designated. Each faculty member is responsible for submitting beneficiary information to the Human Resources Department.

G. Non-Compete Agreement

As a condition of employment, every faculty member is required to agree that he/she will not teach Levine students additional lessons for private payment during the academic year and/or in the summer. In addition, faculty members may not teach any student who was registered at Levine for one year after either the student withdraws from the School or the faculty's employment with Levine ends for any reason.

Levine faculty may not accept employment from any institution or organization at which Levine provides instruction while they are employed at Levine, and for twelve (12) months after their employment ends for any reason. This prohibition includes, but is not limited to, arrangements to teach for payment any individual student or group of students associated with an institution that hosts Levine educational programs.

H. Faculty Grants/Performance Opportunities

1. Faculty Grants

The Levine School of Music provides financial support for professional development for faculty members to enhance their contribution to the School. Proposals are solicited annually for the following academic year. Selection criteria are issued annually at the time the submission deadline is announced. Any questions regarding the Faculty Grants may be directed to the Dean or Assistant Dean.

2. Encore Series

The Encore Series is a subscription concert series that features Levine School of Music faculty members of all Campuses and Departments. Four (4) Encore Series concerts will be held in either the Jane Lang Recital Hall at LSOM-NW or an alternative Levine (or partner) location.

For this or any other performance series (such as Levine at the Church of the Epiphany), the Director of Programs asks for submissions by faculty members of complete concert proposals including theme, artists and biographies, preferred date, and repertoire with timings. A panel will choose concerts with interesting or unusual themes in order to form a varied series highlighting the exceptional and diverse faculty members of the Levine School of Music. Faculty members are compensated for their participation in these concerts.

X. STAFF SECTION

Full-time administrative staff members are expected to work eight (8) hours per day, which may include forty-five (45) minutes for lunch. Subject to approval by his/her Supervisor, each staff member may set his/her work schedule, provided that they adhere to the School's core hours of 10:00 a.m. to 6:00 p.m. Core hours require an arrival time no later than 10:00 a.m. and departure no earlier than 4:00 p.m. Staff members cannot use their lunch hour to excuse early departure,

without approval from their Supervisor. The Campus Directors, in consultation with the President, determine hours for LSOM-SE, LSOM-MD and LSOM-VA.

Adjustments in regular work schedules may be approved to accommodate Levine-sponsored evening activities such as concerts, recitals or meetings.

A. Employment and Employment Actions

1. Promotion, Demotion and Lateral Transfer

A promotion occurs when a staff member is selected for a different position at a higher level and salary, or when a staff member's position is upgraded as a result of a reorganization or reclassification. A demotion occurs when a staff member is selected for a position at a lower level and salary or when the staff member is moved to a lower level position because of inadequate performance in a higher level position or as a result of reorganization or reclassification. A lateral transfer occurs when staff member moves to a position at the same level and salary. Salary adjustments are implemented as of the effective date of the employment action.

2. Termination

As noted under Section II. (Employment Policies, Part E of this Handbook), either employees or Levine may terminate the employment relationship at any time. Levine requests that staff members give reasonable notice (preferably 30 days) if they decide to leave the School. Staff members, who are enrolled in the group health plan at the time of termination, are eligible for group health benefits continuation under COBRA, as described in Section V. (Continuation and Conversion of Insurance Benefits, Part D of this Handbook).

Upon termination, staff members must return all office keys, credit cards and other school property to the Human Resources Department. An exit interview may also be held between the staff member and the Human Resources Department.

3. Final Pay

After appropriate deductions including any monies due Levine, terminated staff members will be paid for all hours worked during the pay period in which termination becomes effective. Staff members will be paid for any unused earned vacation leave up to ten (10) days/eighty (80) hours, excluding unused winter holiday leave. Final paychecks will be mailed to the address on file in the staff member's personnel record, unless otherwise requested. Staff members who are involuntarily terminated will be paid by the next business day. Staff members who voluntarily terminate their relationship with the School will be paid the next scheduled payday or within seven (7) days, whichever is sooner.

Final pay of a deceased staff member, including payment for unused vacation leave, will be paid to the beneficiary as designated. Each staff member is responsible for submitting beneficiary information to the Human Resources Department.

B. Performance Evaluations

Each new staff member will receive an evaluation after the first ninety (90) days of employment. In addition, employees receive a formal written assessment of his/her performance at the end of the fiscal year based on mutually agreed-to performance goals set at the beginning of the fiscal year, or date of hire.

These goals and evaluations will be in writing, discussed with the staff member's Supervisor, and signed by both. In addition, an informal mid-year performance appraisal will be discussed with each staff member annually by his/her Supervisor.

Performance appraisals are an ongoing process, which provides continuous open communication between management and staff members. Levine may conduct other performance reviews as it deems appropriate. Beginning fiscal year 2005, all salary increases are based on performance and, if approved, will become effective at the beginning of each fiscal year. Performance evaluations may also be considered by the School in making assignments, determining pay, or for any other purposes related to the management of the School.

C. Wage and Salary Administration

1. Pay Periods

Staff are paid semi-monthly on the 15th and last working day of each month.

2. Salary Advances

After ninety (90) days of continuous employment, a staff member may request a salary advance for a qualified emergency, which must be approved by the President. The salary advance may not exceed the normal net amount received in the staff member's regular semi-monthly paycheck. The amount of the advance will be withheld from the next regularly scheduled paycheck. No more than two (2) salary advances will be approved in any academic year.

3. Payroll Deductions

Levine is required by law to make certain deductions from staff member's compensation. Among these are applicable federal, state and local income

taxes. Levine must also deduct Social Security and Medicare taxes on each staff member's earnings up to a specified limit. The School matches the amount of Social Security and Medicare taxes paid by the staff member and deposits that amount to the federal government on their behalf.

Levine offers health and disability insurance programs and benefits beyond those required by law, as described in Section IV. (Benefits, Parts A through D of this Handbook). Staff members may voluntarily authorize deductions from their paycheck to cover the costs that exceed Levine's contribution. The Human Resources Department can provide information regarding each of these insurance and benefits programs.

4. Overtime

Under the Fair Labor Standards Act, all non-exempt staff members will be paid at the rate of one and one-half (1½) times their regular hourly rate for overtime authorized and worked beyond forty (40) hours per workweek. Overtime will be authorized and credited in half hour increments. Paid leave taken during that workweek will not be counted as hours worked when calculating overtime. The appropriate Supervisor must authorize the overtime in writing and in advance. All overtime requests must also include the reason for overtime, the number of hours to be worked, and the date(s) of such work. Compensatory time off is not available and is not a permissible alternative to overtime pay for any staff members without approval of a Supervisor.

5. Mileage and Parking Reimbursement

Mileage incurred while driving to and from work (whether at the staff's normal business location or elsewhere) at the beginning and end of a workday is not reimbursable. Other miles driven using the staff member's personal vehicle, on required School business, will be reimbursed at the rate of \$.25 per mile for mileage exceeding ten (10) miles per trip. Parking will be reimbursed, if the meeting or function is required by the School and/or staff member's Supervisor. All reimbursement requests must indicate the date, purpose of the travel, persons in attendance and approval of Supervisor.

D. Leave Policies

1. General

Paid leave is accrued by staff members on the basis of days worked during the calendar year (January-December). Requests to use paid or unpaid leave must be approved at least two (2) weeks prior to use of the leave using a Leave Request Form. In the event of illness or other qualified emergencies, the President may waive this requirement. Leave benefits

accrue from the first day of employment, but may not be used and are not earned until the 91st day of employment has been completed. If an emergency arises during this period, the President, Vice President of Development, COO, or Dean, may grant an exception to this policy.

2. Staff Holidays

In addition to the holidays on which the School is closed as listed in Section III. (Holidays, Part B of this Handbook), staff members are entitled to the following two (2) additional holidays:

- Rosh Hashanah/Yom Kippur or Columbus Day
- Presidents' Day or Inauguration Day or an alternate day approved by Supervisor

3. Vacation Leave

Full-time staff members accrue vacation hours annually. New staff members accrue these hours from date of hire. Paid leave cannot be taken until after ninety (90) days of employment (unless otherwise agreed to in writing). All full-time staff earn paid vacation hours according to the following schedule:

<u>Service Period</u>	<u>Leave Per Year</u>
1st through 2nd year	10 days/80 hours
3rd through 4th year	12 days/96 hours
5th through 7th year	15 days/120 hours
8th year & above	21 days/168 hours

Vacation leave for part-time staff members will be prorated based on their contracted number of hours worked per workweek. To ensure maximum benefit from earned vacation, staff members are encouraged to use vacation accrued during the year. Staff members may carry over a maximum of ten (10) vacation days/eighty (80) hours to the next calendar year. Upon termination, staff members will be paid for any unused earned vacation leave up to a maximum of ten (10) vacation days/eighty (80) hours.

4. Sick Leave

Sick leave is available to employees for absences from work for medical exams, treatments, illnesses and disabilities. In addition, employees are entitled to use up to three (3) days of accrued sick leave each calendar year for exams, treatments, therapy and illness of an immediate family member (spouse, domestic partner, child or parent only). Additional accrued sick

leave can be used for approved FMLA leave. See Section VI. (General Leave Policies, Part A of this Handbook). Maternity-related health needs are treated in the same way as other qualifying health needs.

All employees working at least twenty (20) hours per workweek accrue seven (7) days of sick leave per year beginning with the date of employment. Part-time employees working 1-19 hours per week have sick leave benefits calculated quarterly, based on hours worked. Unused sick leave may be carried over from one calendar year to the next, however the amount of accrued sick leave may not exceed twenty (20) days or 160 hours.

Abuse of sick leave may result in disciplinary action, up to and including dismissal.

5. Personal Leave

All full-time staff members are provided up to three (3) personal days each calendar year earned after the 91st day of employment. The amount of personal days received in the first year of employment is determined as follows:

If hired :

January 1 through May 31 – 3 personal days

June 1 through September 30 – 2 personal days

October 1 through December 31 – 1 personal day

Personal leave for part-time staff members that work at least twenty (20) hours per workweek is also prorated. Personal leave can be used at the staff member's discretion but must obtain prior written authorization from his/her Supervisor. Personal leave must be used within the calendar year earned and cannot be carried over to the upcoming year. Unused personal leave will not be paid at termination.

6. Discretionary Leave

- Levine does not offer compensatory time. However, exempt staff members who may be required to work evenings and weekends are eligible for discretionary leave. The employee's direct Supervisor must approve arrangements for earning and using this leave in advance. Discretionary leave is not charged against a staff member's leave balance. No payment is made for discretionary leave at termination of employment.

7. Leave Without Pay (LWOP)

When there is no accrued leave, Leave Without Pay (LWOP) may be granted for unusual or qualified emergency circumstances. If an employee must be absent from work for an approved reason, as specified below, and does not have accumulated sick time, vacation time, or personal time available, staff members may be given LWOP. This means there is no pay for this time off, but one's accumulation of fringe benefit allowances is not affected. However, the employee must pay for any benefits for which he/she is responsible. Authorized absence without pay may include the following:

- Emergency absence necessary because of illness in the immediate family;
- Absence for illness of the employee who has no sick hours available; or
- Immediate personal business.

Because of the need to control the number of leave days taken without pay, the following guidelines are set forth. Any employee's accumulation of LWOP in one of the following patterns shall be considered as excessive:

- More than three (3) continuous workdays
- More than five (5) work days within a 30-day period
- More than ten (10) work days within a year.

Any absences associated with scheduled days off, either before or after the days off, should be closely scrutinized by Supervisors to see that an undesirable pattern is not being formed. If such a pattern should occur, the employee will be counseled regarding the seriousness of this undesirable pattern and the consequences that would result should this continue. Such absences create hardships on all employees and are detrimental to Levine's operations. Levine reserves the right to require proof of illness before granting approved LWOP.

XI. QUESTION DIRECTORY

For questions about...

- Address/Phone Number Changes
- Benefits
- Billing
- Budget
- Building Maintenance
- Cancellation of a Lesson
- Chamber Music
- Computer Music
- Contributions to the School/Gifts

Contact Department/Individual

Faculty Services Manager/HR Department
 Faculty Services Manager/HR Department
 Finance Department
 Controller/COO
 Campus Manager
 Registrar and Department Chair
 Chamber Music Department
 Music Technology Department
 Development Department

- Donations (Instruments)
 - Donations (Music, Books, and Media)
 - Early Childhood Music (ECM)
 - E-mail
 - Faculty Grants
 - Financial Aid
 - Honors Program
 - Instrument Rental
 - Juries
 - Levine Website
 - Library Acquisitions/Donations
 - Marketing
 - Music Mind Games Theory
 - Payroll
 - Performances
 - Public Relations
 - Publications
 - Recording Studio
 - Registration
 - Room Assignments/Usage
 - Salary Issues
 - School Recitals and Competitions
 - Student/Teacher Relations
 - Traditional Theory
 - Voicemail
 - Volunteer Services
 - Withdrawal of a Student
- Development Department
 - Librarian
 - ECM Director
 - Faculty Services Manager
 - Dean or Assistant Dean
 - Registrar
 - Assistant Dean
 - Director of Programs
 - Department Chair or Dean
 - Website Coordinator
 - Librarian
 - Marketing Manager
 - Music Mind Games Department Chair
 - Faculty Services Manager/Staff Accountant
 - Director of Programs
 - Marketing Manager
 - Marketing Manager
 - Recording Studio Manager
 - Registrar
 - Faculty Services Manager/Campus Director
 - COO/Faculty Services Manager or Dean
 - Director of Programs
 - Department Chair or Dean
 - Theory Department Chair
 - Faculty Services Manager
 - Human Resources Department
 - Registrar and Department Chair

APPENDIX

- 1. Faculty and Staff Sample Timesheets and Instructions**
- 2. Faculty Rate Card – FY'06**
- 3. Staff and Faculty – Telephone Extension Listing**

HOW TO COMPLETE A FACULTY TIMESHEET

- The left-hand columns show the general course and student information.
 - If the student's name does not appear on the timesheet (and there is proof of registration), fill in the course, student's name, time of lesson, lesson name, day of lesson, length of lesson, and the number of lessons with lesson numbers and total time taught during the period covered by the timesheet.
- The center columns show the dates of the lessons taught.
 - Fill in the date of each lesson taught or "SA" for student absence. Faculty members will be paid for student absences marked on the timesheet. However, any lessons that are missed due to faculty member absences will not be paid until the faculty member has made up those lessons.
 - Circle the lesson or class number (1 through 12) above the date of the lesson/class given.
- The right-hand column shows the total hours taught.
 - Total time for each student must be entered. If totals are not entered for each student, timesheets will be returned to faculty member for completion. All timesheets not completely filled in by the due date will be returned to faculty member and upon approval from the Dean, processed the following payroll period.
- Transfer the information to the Timesheet Summary Page.
- Submit to LSOM-NW by the 5th of each month, unless directed otherwise.