LONGY
School of Music of Bard College

EMPLOYEE HANDBOOK

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MISSION STATEMENT

Longy School of Music of Bard College prepares musicians to make a difference in the world.

Longy is a degree-granting conservatory with a curriculum rooted in the tradition of western art music. Its faculty promotes profound musical understanding and technical mastery, encourages growth of imagination, and fosters an attitude of inquiry about the role of music and the musician in the larger world.

We make a school-wide commitment to:

- Uphold uncompromising standards of musical excellence
- Provide an expert faculty for all of our students
- Offer programs which provide our students with opportunities to engage with the world in new ways
- Help each student realize his or her individual potential

We value:

- The transformational power of music
- The joy of making and sharing music with others
- The art of teaching
- Honest, ongoing assessment
- Respect for the individual
- A diverse and supportive community
- Dynamic interaction with the larger world
- Creative thought and innovation
- The freedom to explore
- Advocacy for our art
VISION STATEMENT

“The Vision for Longy”

How do you prepare musicians to make a difference in the world?

Ask them to be great. Provide them with the most rigorous education. Hold students of all ages to the highest standards of uncompromising excellence. Inspire them to be artists who can move hearts, enlighten minds, cross boundaries and bridge divides. Show them how exceptional musicians must also be exceptional human beings.

Then ask them to be leaders. Motivate them to walk not just the well-trod paths but to blaze new ones, forging opportunities for themselves and others as they go. Provoke them, as they’re learning and refining musical skills, to consider where those skills can take them.

Nurture collaboration, since great leaders must also be great listeners. Focus on chamber music where, in the absence of a conductor, students must assume the responsibility for finding their own voices.

Instill an entrepreneurial spirit and build critical thinking skills in students to match their musical abilities. Teach them how to start a slow movement one day, to launch a concert series the next and to perform in concert halls, clubs, and anywhere they can find a hungry audience.

Inspire students at every level to dream of how their music can transform their lives and the lives of others. Help them to articulate their dreams and then put them into practice. Create partnerships with businesses, schools and neighbors where students can test their ideas in the real world.

Create an environment for incubation—a place where great musicians and great ideas can be cultivated. Make it a diverse place where difference can broaden minds and enlarge perspectives. Keep it intimate, so individual attention is guaranteed. Prize collaboration and creativity as highly as musical prowess. Encourage every student to ask their peers—“How can I help you achieve your dreams?”

This is how Longy School of Music of Bard College will prepare musicians to make a difference in the world: by establishing a new model for music education. An education that teaches students of all ages to be extraordinary
musicians and human beings, while challenging them to find new ways to change the world through music.

This is our dream. This is our vision.
ABOUT THIS HANDBOOK

This Longy School of Music of Bard College (“Longy” or the “School”) Employee Handbook (the “Handbook”) is prepared and distributed as a source of information and guidance for members of the faculty and staff employed in Massachusetts. The Handbook contains the School’s general statement on present policies, practices, and benefits that currently affect faculty and staff members at the School, and supersedes all prior handbooks and policy statements. Longy’s policies, practices, and benefits have been condensed for the purposes of this Handbook and, thus, this Handbook is not intended to state all of the conditions of employment and principles which guide employees in the performance of their duties. Please be aware that there may be other specific policies or procedures related to the work in your particular department. **In particular, the terms and conditions of employment stated in the Collective Bargaining Agreement (the “CBA”) with the Longy Faculty Union (the “LFU”) shall, with respect to bargaining unit members, supersede language in this Handbook in any case where there is a conflict.** Throughout this Handbook, “bargaining unit members” will denote faculty who are members of the Collective Bargaining Unit (“CBU”) and who are therefore covered by the provisions of the CBA.

The School intends to continue to operate under the foregoing policies, procedures and benefits. Longy, however, reserves the right to make any revisions, modifications, interpretations, or deletions as necessary in its sole discretion, except as explicitly constrained by the CBA and/or applicable law. While the Handbook does not constitute and should not be construed as constituting a contract of employment or otherwise, it does represent the spirit with which issues and employee relations will be addressed and resolved at Longy. The School reserves the right to make exceptions to the policies in this Handbook in its sole discretion when circumstances warrant, except as explicitly constrained by the CBA and/or applicable law. In addition, the President may, in his/her sole discretion, designate his/her responsibilities under this Handbook to an appropriate individual from time to time.

Employees may refer to this Handbook as a guide, but it does not alter the fact that, unless otherwise stated in a written contract (such as the CBA) or individual employment agreement, all employees of the School are employees at will. This means that either the employee or Longy may terminate the employment relationship for any reason, at any time, with or
without warning or notice. No employee of the School shall be regarded as having a contract of employment with the School unless the written contract is entered into by the President of the School. In the event of a conflict between the Handbook and any written contract (such as the CBA), the terms of the contract will apply. Finally, the policies contained in this Handbook shall not apply to such employees of the School who have written contracts insofar as such contract would be in conflict with a policy set forth in this Handbook.

Longy urges all employees to become familiar with this Handbook and to read it very carefully. We actively encourage open communication and welcome any comments, questions and suggestions. If at any time employees have questions or concerns regarding any Longy policy, they should contact Human Resources.
FACULTY AND STAFF POLICIES, PROCEDURES AND RESOURCES
FACULTY AND STAFF POLICIES, PROCEDURES AND RESOURCES

At-Will Employment

Unless otherwise stated in a written contract (such as the CBA) or individual employment agreement, all employment at Longy School of Music of Bard College is at-will and entered into voluntarily. At-will employees are free to resign at any time, for any reason or no reason, with or without advance notice. Similarly, Longy enters into at-will employment relationships voluntarily and is free to discontinue any such employment relationship at any time, for any reason or no reason, with or without advance notice. Note that bargaining unit members are not at-will employees and may be terminated only in accordance with the CBA.

Non-Discriminatory Policy in Hiring

It is the policy of Longy School of Music of Bard College to afford equal employment opportunities to qualified individuals regardless of their race, color, age, gender identity or expression, national origin, ancestry, citizenship, religion, creed, marital status, veteran or military status, sexual orientation, mental or physical disability (except where such disability is a bona fide occupational disqualification), genetic information, or any other protected status or characteristic under federal, state or local law, with respect to all aspects of the employment relationship, including, without limitation, hiring, promotion, selection for training opportunities, wage and salary administration, and the application of benefits plans and School policies.

Non-Discrimination and Non-Harassment Policy

Non-Discrimination

Longy supports all employees’ and students’ rights to work and learn in an environment free from all forms of discrimination, including discrimination or harassment based on an individual’s race, color, age, gender identity or expression, national origin, ancestry, citizenship, religion, creed, marital status, veteran or military status, sexual orientation, mental or physical disability, genetic information, or any other protected status or characteristic under federal, state, or local law.
To that end, the School prohibits discrimination and harassment in any form by any student, staff member, faculty member, or other person, including the School’s visitors and vendors, in connection with any School-related activity. The School’s property (including, but not limited to, telephones, copy machines, facsimile machines and computers) may not be used to engage in conduct that violates this Policy. In addition, social media, email, texting, or any other form of communication may not be used in any way that violates this policy.

**Unlawful Harassment**

In addition to prohibiting discrimination, the School prohibits any form of unlawful harassment by any student, employee, or other person, including visitors and vendors, in connection with any School-related activity or by means of the School’s property (as explained above). Harassment seriously interferes with the School’s goal of creating an atmosphere in which everyone is treated with respect and dignity and will not be tolerated.

Unlawful harassment has been defined as:

Conduct that denigrates or shows hostility or aversion toward an individual because of his or her status, or that of his or her relatives, friends or associates, and that (1) has the purpose or effect of creating an intimidating, hostile, or offensive working environment; (2) has the purpose or effect of unreasonably interfering with an individual’s work performance; or (3) otherwise adversely affects an individual’s employment opportunities.

Depending on the circumstances, the following conduct may constitute discriminatory harassment: epithets, slurs, negative stereotyping, jokes, or threatening, intimidating, or hostile acts, and/or written or graphic material that denigrates or shows hostility towards an individual or group that is circulated in the workplace or placed anywhere on the School’s premises such as on an employee’s or student’s desk or workspace or on School equipment or bulletin boards.

**Sexual Harassment**

Sexual harassment is a particular form of discrimination that violates both the law and the School policy. Sexual harassment is defined as:
Unwelcome sexual advances, requests for sexual favors, and other verbal, physical, or visual conduct of a sexual nature when: (a) submission to such conduct is made either explicitly or implicitly a term or condition of employment or as a basis for employment decisions, or (b) such requests or conduct have the purpose or effect of unreasonably interfering with an individual's work or academic performance by creating an intimidating, hostile, humiliating or sexually offensive work environment.

While it is not possible to list all of those circumstances which constitute sexual harassment, the following are examples of conduct which, if unwelcome, may constitute harassment depending on the circumstances:

- Unwelcome sexual advances, propositions or flirtations—whether they involve physical touching or not;
- Requests for sexual favors in exchange for actual or promised job benefits, financial aid, or other benefits such as favorable reviews, salary increases, better grades, promotions, increased benefits, continued employment, or scholarship support;
- Use of sexual jokes, epithets or sexually suggestive or insulting comments, written or oral references to sexual conduct, gossip or discussion regarding an individual's sex life, sexual activity, or experiences, comment on an individual's body, comments or discussion about an individual's sexual deficiencies or prowess;
- Displaying sexually suggestive objects, pictures, cartoons;
- Unwelcome leering, whistling, brushing against the body, sexual gestures;
- Assault or coerced sexual acts.

Nothing in this policy is intended to restrict communications or actions protected or required by state or federal law.

**Internal Complaints of Discrimination or Harassment at Longy**

The School will investigate promptly, thoroughly, and with utmost seriousness cases of discrimination and harassment. Students and employees are encouraged to report promptly any behavior perceived as discrimination or harassment to the following representatives:
Students and employees are also invited to utilize the grievance process outlined in this Handbook.

Filing a formal complaint is not required in order to pursue relief from any form of alleged discrimination or harassment under this policy.

External Complaints of Discrimination or Harassment at Longy

While the School hopes that any student or employee who believes that he/she has been harassed or discriminated against will immediately bring the matter to the attention of the School, students and employees also have the right to contact the Massachusetts Commission Against Discrimination (MCAD) and the Equal Employment Opportunity Commission (EEOC), which can be contacted at the phone numbers and addresses listed below. Any complaint of sexual or other harassment or discrimination must be filed with the EEOC or MCAD within three-hundred (300) days of the alleged harassing or discriminatory act.

**Massachusetts Commission Against Discrimination**

**Boston Office**
One Ashburton Place, Room 601
Boston, MA 02108
617-994-6000

**Springfield Office**
436 Dwight Street, Room 220
Springfield, MA 01103
413-739-2145

**Worcester Office**
484 Main Street, Room 320
501
Worcester, MA 01608
508-453-9630

**New Bedford Office**
800 Purchase Street, Room
New Bedford, MA 02740
508-990-2390
Equal Employment Opportunity Commission, Area Office
John F. Kennedy Federal Building
Room 475
Boston, MA 02203
617-565-3200

No Retaliation

Longy strictly prohibits and does not tolerate unlawful retaliation against any employee by any employee. All forms of unlawful retaliation are prohibited, including any form of discipline, reprisal, intimidation, or other form of retaliation for participating in any activity protected by law. Without limiting the foregoing, the School will not engage in and will not tolerate any retaliation against anyone who in good faith reports or cooperates in an investigation of incidents of alleged harassment or discrimination. If an individual is found to have violated this policy, he or she may be subject to disciplinary action, including, where appropriate, expulsion or termination of employment.

Non-Fraternalization Policy

Longy desires to avoid misunderstandings, actual or potential conflicts of interest, complaints of favoritism, possible claims of sexual harassment, and employee morale and dissension problems that can potentially result from romantic or social relationships between students and employees of the School or between and among the School’s employees.

 Accordingly, all faculty and staff members are prohibited from becoming romantically involved with any student of the School. Additionally, any other personal relationship between or among the School’s employees and students may be prohibited when, in the opinion of the School, the personal relationship may create a conflict of interest, cause disruption, create a negative or unprofessional work environment, or present concerns regarding supervision, safety, security, or morale.

If a student is known to an employee through an existing or previous familial or close personal relationship, the employee must notify the Associate Dean
for Academic Affairs so that appropriate measures can be taken to protect the interests of all concerned.

Interactions between employees and students that are unrelated to the specific goals of an academic program, that do not further the School’s mission, and that are not otherwise approved and documented by the Associate Dean for Academic Affairs are strictly forbidden. Likewise, no faculty or staff members shall enter into an employee-employer or any similar relationship with a student without prior approval from the Associate Dean for Academic Affairs.

If an employee of the School is romantically involved with his or her supervisor, each should immediately and fully disclose the relevant circumstances to the Associate Dean for Academic Affairs so that a determination can be made as to whether the relationship conflicts with this Policy and whether remedial measures (e.g., transfer) may be feasible and appropriate.

If an individual is found to have violated this policy, he or she may be subject to disciplinary action, including, where appropriate, expulsion or termination of employment.

**Violence-Free Workplace Policy**

The School will not tolerate, in any manner, any threats, attempts, acts, or intent to commit a violent act that jeopardizes, or appears to jeopardize, the safety of employees, students, contractors, visiting guest(s), and/or the School’s property.

Any employee, student, contractor, business associate or visiting guest who makes threats, exhibits threatening behavior, or engages in or attempts a violent act on School property, is subject to immediate removal from the premises. This response may include, but is not limited to, immediate disciplinary action up to and including termination of employment and /or seeking the arrest and prosecution of the person(s) involved.

In some cases, the School will investigate the matter before taking any action. Should an investigation substantiate that violations of this policy have occurred, the School will respond in a decisive and appropriate manner. This response may include, but is not limited to, reassignment of job duties, formal
disciplinary action, suspension, termination of employment, and/or seeking the arrest and prosecution of the person(s) involved.

All School employees have a responsibility to report threats, threatening behavior or violent actions to management. In furtherance of the School’s Violence-Free Workplace policy, employees are required to notify their managers, security personnel or Human Resources of any suspicious workplace activity, situations, or incidents that they observe or know of that involve other employees, students or visitors and that appear problematic. Employee reports made pursuant to this policy will be held in confidence, to the maximum possible extent. Furthermore, the School will not engage in any form of retaliation against any employee for making a report in good faith under this policy.

As an adjunct to our Violence-Free Workplace policy, weapons of any kind are not allowed on School property (including parking lots), or on your person while on School business elsewhere, or at any School-sponsored events. Failure to follow this policy will result in prompt disciplinary action, up to and including termination of employment.

Violent acts that constitute “sexual misconduct” are specifically addressed in the School’s “Sexual Misconduct” policy on page 11.

**Expectations of Conduct**

This policy is not intended to preclude or dissuade employees from engaging in any legally required or legally protected activities, such as discussing wages, benefits, or terms and conditions of employment, forming, joining, or supporting labor unions, collective bargaining, or raising complaints about working conditions for their and their fellow employees’ mutual aid or protection. Notwithstanding anything contained in this policy, all Longy employees have the right to engage in legally required or protected activities and will not be subjected to any form of adverse action, including discipline, for engaging in such activities.

Subject to the above limitation in bold, employees are required to meet acceptable performance and expectation standards and comply with School policies at all times. The expectations Longy has for its employees include, but are not limited to, the following:

- Satisfactorily fulfill job responsibilities as outlined in job description.
- Give a full day's effort as demonstrated in part by punctual and regular attendance.
- Deal honestly, fairly, respectfully and courteously with fellow administrators, faculty, students and with other people associated with the School.
- Conduct themselves so that personal, or non-work-related problems do not interfere with their effective fulfillment of their job duties.
- Maintain personal appearance and dress within limits that are considered by the School to be safe, reasonable, professional in nature and generally appropriate for job responsibilities and which do not adversely affect normal business activity.

Listed below are examples of prohibited conduct. Since it is not possible to anticipate and establish a rule for every possible situation, the list described below is non-exclusive, and Longy may discipline or discharge employees for misconduct of any kind, whether or not listed below. Also, the form of discipline -- be it counseling, warning, suspension or termination -- will be determined on an individual case-by-case basis. The severity of the offense, as well as the employee's prior disciplinary record, will be factors in determining the level of disciplinary action taken. Where the conduct is not of a severe nature and Longy determines that corrective action may correct the behavior, disciplinary action short of termination may be implemented. In each case, Longy will respond to the situation in the best interest of employees, students, and the School. The School retains the sole discretion to determine both when discipline is warranted and the level of such discipline.

- Violation of any of the policies contained in this Handbook.
- Deliberate physical misconduct or threats of physical misconduct towards a student or employee.
- Refusal to comply with lawful and reasonable instructions from a supervisor or manager.
- Theft, destruction, defacement or removal of School property or that of another employee.
- Use of abusive language, fighting, or gambling on School property (including parking lots).
- Sleeping during work time.
- Falsification of any personnel, student, or School records, including providing false information on the application of employment or resume, either personally or through an accomplice.
• Excessive absenteeism or tardiness.
• Conviction of a felony in a state or federal court while an employee of the School.
• Failure to comply with reasonable rules of Longy, as implemented by the School from time to time.

**Sexual Misconduct Policy**

*Please note that this policy addresses issues of sexual violence and uses descriptions and examples of this conduct which can be triggering.*

Longy is committed to creating and maintaining an educational environment free from all forms of sexual misconduct. To that end, Longy strictly prohibits the offenses of domestic violence, dating violence, sexual assault, and stalking (collectively or individually, “sexual misconduct”). These acts have a real impact on the lives of victims. They not only violate a person’s feelings of trust and safety, but they can also substantially interfere with an employee’s work environment.

It is the policy of Longy that, upon learning that an act of sexual misconduct has taken place, prompt action will be taken to investigate and resolve the situation. This includes working with state and local law enforcement to bring possible criminal charges and seeking disciplinary action through the School.

Longy encourages the reporting of sexual misconduct that is prompt and accurate. This allows the Longy community to quickly respond to allegations and offer immediate support to the victim. Longy is committed to protecting the confidentiality of victims and will work closely with employees who wish to obtain confidential assistance regarding an incident of sexual misconduct. All allegations will be investigated promptly and thoroughly, and both the victim and the accused will be afforded equitable rights during the investigative process.

It is the collective responsibility of all members of the Longy community to foster a safe and secure campus environment. In an effort to promote this environment and prevent acts of sexual misconduct from occurring, Longy engages in ongoing prevention and awareness education programs.
**Scope of Sexual Misconduct Policy**

Longy will respond to all alleged incidents of domestic violence, dating violence, sexual assault, and stalking reported to have occurred:

- On campus;
- Off campus involving members of the Longy community;
- Through social media or other online interactions involving members of the Longy community, particularly if campus security is affected; and
- During official Longy programs, regardless of location.

This policy applies to all members of the Longy community, including students, employees, visitors, contractors, and other third parties who are on campus and involved in an incident of sexual misconduct.

**Sexual Misconduct Definitions**

Longy prohibits domestic and dating violence, sexual assault, and stalking, as defined below:

**Domestic Violence**

A felony or misdemeanor crime of violence committed—

1. By a current or former spouse or intimate partner of the victim;
2. By a person with whom the victim shares a child in common;
3. By a person who is cohabitating with, or has cohabitated with, the victim as a spouse or intimate partner;
4. By a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction in which the crime of violence occurred, or
5. By any other person against an adult or youth victim who is protected from that person’s acts under the domestic or family violence laws of the jurisdiction in which the crime of violence occurred.

**Dating Violence**

Violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim.
The existence of such a relationship shall be determined based on the reporting party's statement and with consideration of the length of the relationship, the type of the relationship, and the frequency of interaction between the persons involved in the relationship.

For the purposes of this definition—

1. Dating violence includes, but is not limited to, sexual or physical abuse or the threat of such abuse.
2. Dating violence does not include acts covered under the above definition of domestic violence.

**Stalking**

Engaging in a course of conduct directed at a specific person that would cause a reasonable person to—

1. Fear for the person’s safety or the safety of others; or
2. Suffer substantial emotional distress

For the purposes of this definition—

1. Course of conduct means two or more acts, including, but not limited to, acts in which the stalker directly, indirectly, or through third parties, by any action, method, device, or means, follows, monitors, observes, surveils, threatens, or communicates to or about a person, or interferes with a person's property.
2. Reasonable person means a reasonable person under similar circumstances and with similar identities to the victim.
3. Substantial emotional distress means significant mental suffering or anguish that may, but does not necessarily, require medical or other professional treatment or counseling.

**Sexual Assault**

An offense that meets any of the following definitions of rape, fondling, incest, or statutory rape:

**Rape**

The penetration, no matter how slight, of the vagina or anus with any body part or object, or oral penetration by a sex organ of another person, without the consent of the victim.
Fondling

The touching of the private body parts of another person for the purpose of sexual gratification, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental incapacity.

Incest

Sexual intercourse between persons who are related to each other within the degrees wherein marriage is prohibited by law.

Statutory Rape

Sexual intercourse with a person who is under the statutory age of consent.

Domestic and dating violence, stalking, and sexual assault are also illegal under Massachusetts state law:

Domestic and Dating Violence

Massachusetts law prohibits “abuse” between “family or household members”. “Abuse” includes attempting to cause or causing physical harm, placing another in fear of imminent serious physical harm, or causing another to engage involuntarily in sexual relations by force, threat, or duress.

“Family or household members” are persons who are or were married to one another, are or were residing together in the same household, are or were related by blood or marriage, having a child in common, or are or have been in a substantive dating or engagement relationship, which shall be adjudged by a district, probate, or Boston municipal court. In determining whether a dating relationship renders participants “family or household members,” courts will consider the length of time of the relationship, the type of relationship, the frequency of interaction between the parties, and, if the relationship has been terminated by either person, the length of time elapsed since the termination of the relationship.

Sexual Assault

Sexual assault is any sexual activity that is forced, coerced or otherwise without consent. Sexual activity that does not meet the legal definition of
rape may be prosecuted under Massachusetts law prohibiting indecent assault and battery.

**Stalking**

Massachusetts law defines stalking as willfully and maliciously engaging in a knowing pattern of conduct or series of acts over a period of time directed at a specific person which seriously alarms or annoys that person and would cause a reasonable person to suffer substantial emotional distress and makes a threat with the intent to place the person in imminent fear of death or bodily injury. Stalking may include conduct, acts, or threats conducted by mail, telephone, facsimile, electronic mail, internet communications, instant messages, or in any other manner by telephonic or telecommunication device or electronic communication device.

**Consent**

In Massachusetts, it is illegal to have sex under any circumstances with someone who is incapable of giving consent due to incapacity or impairment. Incapacity or impairment may be caused by intoxication or drugs, or because a victim is underage, mentally impaired, unconscious or asleep. For purposes of this policy, consent is a clear, unambiguous, knowing, informed, and voluntary agreement between all participants to engage in sexual activity. Consent is active, not passive. Silence or lack of resistance cannot be interpreted as consent. Seeking and having consent accepted is the responsibility of the person(s) initiating each specific sexual act regardless of whether the person initiating the act is under the influence of drugs or alcohol. Consent to any sexual act or prior consensual sexual activity between or with any party does not constitute consent to any other sexual act. The definition of consent does not vary based upon a participant’s sex, sexual orientation, gender identity, or gender expression. Consent may be initially given but withdrawn at any time. When consent is withdrawn or cannot be given, sexual activity must stop. Consent cannot be given when it is the result of any coercion, intimidation, force, or threat of harm.

**Resources Available for Victim Assistance**

Any member of the Longy community, including any Longy employee, who believes he or she has been the victim of domestic violence, dating violence,
sexual assault, or stalking is encouraged to seek immediate assistance through at least one of the resources listed below.

**Confidential Resources**

The following licensed counselor(s) are required by law to keep all communications confidential without an individual’s express consent to release information or as otherwise required by law.

- Alison Mamatey, LCMHC – 10 Concord Avenue, Cambridge, MA 02138
  Phone: 617-207-4048 Email: alisonmtherapy@gmail.com

- You may also contact your individual health insurance carrier for additional counseling services

**Other Longy Resources**

Longy offers several resources that, while not legally bound by confidentiality, will endeavor to maintain individual privacy:

- Human Resources Manager, Tom Solomon: 617-876-0956 x1802
- Title IX Coordinator, Ann Welch: 617-876-0956 x1805
- Dean of the Conservatory, Wayman Chin: 617-876-0956 x1803

**Other Off-Campus Resources**

- Battered Women’s Legal Assistance Project- 617-367-8544
- Boston Area Rape Crisis Center- 617-492-RAPE (7273) or 800-841-8371
- SafeLink Statewide Domestic Violence Hotline- 877-785-2020
- National Domestic Violence Hotline- 800-799-SAFE (7233)
- Victim Resource Center of Cambridge Health Alliance- 617-665-2992

**Immediate Medical Attention**

Every victim has the option to seek treatment for injuries sustained during an incident of sexual misconduct, preventative treatment for sexually transmitted diseases, and other health services. A medical exam is also an important way for a health provider to properly collect and preserve evidence of sexual misconduct.

The Sexual Assault Nurse Examiner (SANE) program delivers the highest level of care to sexual assault victims accessing hospital emergency departments,
24 hours a day. They are currently available at designated hospitals in all regions of the state. In the Cambridge area, they may be available at Boston Medical Center, Massachusetts General Hospital, Beth Israel, Brigham and Women’s Hospital, Newton-Wellesley Hospital, Cambridge Hospital, and Children’s Hospital Boston. For information on SANE hospitals, contact the Boston Area Rape Crisis Center hotline at 617-492-RAPE (7273) or 800-841-8371.

For immediate medical attention, Longy community members also may contact any of the following:

- Dial 911
- Cambridge Hospital – 1493 Cambridge Street, Cambridge, MA 617-665-1000
- Mt. Auburn Hospital – 330 Mt. Auburn Street, Cambridge, MA 617-499-5025
- Somerville Hospital – 230 Highland Avenue, Somerville, MA 617-591-4500

All reports of sexual misconduct made within the Longy community—including anonymous and/or informal reports—are filed and reported for statistical purposes in accordance with federal law (the “Clergy Act”). Reports made to off-campus resources are filed and reported for statistical purposes if Longy is made aware of such reports. Licensed or pastoral counselors are not obligated to provide any information to Longy for reporting purposes.

**Formal Reporting of Sexual Misconduct**

**Institutional Report**

Any member of the community who wishes to file a report of domestic violence, dating violence, stalking, or sexual assault among members of the Longy community may do so by following the procedures outlined below. Any Longy administrator, faculty, or staff member with knowledge of sexual misconduct occurring among members of the Longy community must contact the Title IX Coordinator to file a report. Individuals who wish to submit a report, or have questions regarding the reporting procedures for sexual misconduct, may meet in person or talk by telephone with the Title IX Coordinator, or designee, to discuss the process, policies, resources, their institutional rights, as well as rights for reporting to the local authorities. They
may also discuss options for no-contact notices through Longy or local law enforcement and orders of protection through the court system. When information pertaining to specific incidents of alleged misconduct is shared, the Title IX Coordinator will attempt to protect the privacy of all parties involved, but is required to initiate a preliminary inquiry and determine what, if any, further investigation is warranted. However, this does not mean a formal investigation is automatically initiated.

Reports can be submitted by contacting the Title IX Coordinator or Human Resources:

Cambridge, MA Campus

<table>
<thead>
<tr>
<th>Tom Solomon</th>
<th>Ann Welch</th>
<th>Monique Van Willingh</th>
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<tr>
<td>Human Resources Manager</td>
<td>Chief Operating Officer</td>
<td>Director of Master of Arts in Teaching Program</td>
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<td>Longy School of Music of Bard College</td>
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<tr>
<td>27 Garden Street</td>
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<td>617-831-1761</td>
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<tr>
<td>Cambridge, MA 02138</td>
<td>Cambridge, MA 02138</td>
<td><a href="mailto:Monique.VanWillingh@longy.edu">Monique.VanWillingh@longy.edu</a></td>
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<tr>
<td><a href="mailto:tsolomon@longy.edu">tsolomon@longy.edu</a></td>
<td><a href="mailto:awelch@longy.edu">awelch@longy.edu</a></td>
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<td>617-831-1802</td>
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**Anonymous Report**

Anonymous Reports may be submitted to Human Resources through regular mail at:

Human Resources
Attn: Tom Solomon
Longy School of Music of Bard College
27 Garden Street
Cambridge, MA 02138

Due to restricted identifying information, Longy’s ability to investigate and respond to anonymous complaints may be limited.

**Criminal Report**
Individuals have the right to decide whether or not to file a report with the Massachusetts State Police or the local enforcement agency where the misconduct occurred. The Title IX Coordinator is available to assist individuals in the process of reporting criminal complaints. What constitutes a criminal act will be defined by the penal code of the jurisdiction in which the misconduct allegedly occurred. Longy’s internal system and the legal system have investigation processes that work independently of each other and can happen concurrently. The burden of proof in a criminal proceeding is different than the burden of proof mandated by law for violations of Title IX.

To file a criminal report, individuals may contact:

- Massachusetts State Police – 508-820-2300
- Cambridge Police Department – 617-349-3300
- Any other appropriate law enforcement agency

The government agencies below may provide additional resources for students or employees wishing to file a complaint of sexual misconduct:

- U.S. Department of Education, Office for Civil Rights
  http://www2.ed.gov/about/offices/list/ocr/docs/tixdis.html
- U.S. Department of Justice, Office on Violence Against Women
  www.ovw.usdoj.gov

If sexual assault occurs, it is important to seek medical care to preserve as much evidence as possible. Preserving evidence of the assault through examination is critical to supporting a criminal prosecution. Victims are encouraged to seek treatment through the SANE program. For information on SANE hospitals, contact the Boston Area Rape Crisis Center hotline at 617-492-RAPE (7273) or 800-841-8371.

**Note on False Reporting**

An individual who is determined to knowingly have made false complaints, or accusations, or provided false information concerning alleged sexual misconduct during an investigation, may be subject to disciplinary action by Longy. This provision does not apply to reports made in good faith, even if the facts alleged in the report cannot be substantiated by subsequent investigation.

**Non-Retaliation Statement**
Longy is firmly committed to a policy that encourages timely disclosure of sexual misconduct. Any person, who, in good faith, reports sexual misconduct will be protected from retaliation (defined as an adverse action taken because an individual has engaged in protected activities), threats of retaliation, suspension or discharge from an educational opportunity or employment, or any other forms or means of discrimination because this person reported sexual misconduct.

Institutional Investigation Procedures

Employee reports of domestic violence, dating violence, stalking, and sexual assault will be investigated in a thorough, reliable, impartial, and prompt fashion, with the goal of completing the process as expeditiously as possible and the intention to complete same within 60 days of notice to Longy, if possible. Any deviation from the 60-day time frame will be communicated promptly to both parties. The respondent and complainant will be contacted separately by the Title IX Coordinator, or designee, to review Longy’s policy and procedures and the parties’ respective rights. The Title IX Coordinator is available for communication and review of the process throughout the investigation.

Both the complainant and the respondent may have an advisor of their choice, including an attorney, guiding them and present throughout the complaint process, during the investigation, and during the appeal process, as applicable. No party’s advisor, however, may speak on that party’s behalf during the investigation.

The Title IX Coordinator, or designee, serving as the initial intake officer, will document the statements of both the complainant and the respondent. The complainant and respondent will be afforded at least three (3) business days’ advance notice of these initial intake meetings. These statements will then be reviewed by the Title IX Coordinator, or designee, in consultation with their supervisor, to make a determination as to whether or not the allegations potentially constitute a violation of this policy. They may seek additional information to assist in this determination. If a determination is made that the allegations assert a violation of this policy, the matter will move forward into the formal investigation phase.

Formal investigations are conducted by trained investigators who are not employees of Longy, but who are retained by Longy to conduct a full and
complete investigation. The investigator will gather information and interview the complainant, respondent, and any witnesses who have material knowledge of the alleged incident(s). Since an investigator does not have the power of subpoena, the evidence gathered by the investigator is restricted to that which is voluntarily submitted.

The investigator will issue a written report of findings to the President of Longy. This report will discuss the evidence submitted and the investigator’s opinion as to whether or not the preponderance of the evidence supports a determination that there was a violation of the Longy’s sexual misconduct policy. The President, or designee, will review the report and make a determination of outcome along with the sanctions, if any, to be imposed. The President, or designee, may consult with the Dean of the Conservatory, Title IX Coordinator, counsel, or others with specific knowledge or expertise. The President’s determination will be shared with the Title IX Coordinator, who will share the outcome with both parties.

Institutional Investigation Notice Procedures

Every effort will be made to ensure that both the complainant and respondent are updated at various points during the investigation. Both the complainant and the respondent are notified in writing at the following times:

Notice of Investigation

- Both parties will be notified when a complaint or report is being formally investigated and will be told the nature of the allegations being investigated.
- Both parties will be notified if the alleged violations being investigated are modified or changed.

Conclusion of the Investigation

- Both parties will be notified when the investigation interviews conclude and the report has been sent to the President, or designee.
- Once the report has been reviewed and the outcome(s) determined, the decision and outcomes will be shared with the Title IX Coordinator.

1/ “Preponderance of the evidence” means that there is a greater than 50 percent chance, based on all reasonable evidence, that sexual misconduct occurred, as compared to “beyond a reasonable doubt,” the standard used in criminal cases.
who will then simultaneously notify both parties in writing of the outcome, and of any sanctions or directives that are imposed. The Title IX Coordinator will also inform the parties of their right to appeal the decision and outcome and the procedures for such appeal.

Potential Outcomes of Institutional Investigation

An individual who has been found to have violated Longy’s sexual misconduct policy may be subject to outcomes including, but not limited to, reprimand/warning, disciplinary probation, educational programming involving sexual misconduct awareness, community restitution, prohibition from certain Longy facilities and/or activities, disciplinary leave of absence, suspension, expulsion, termination, a combination of these, or any sanction as is deemed just and proper.

Sanctioning outcomes/parameters may be impacted by the following criteria, without limitation: severity of violation, motivation of behavior, disciplinary record, and impact of safety concerns to the greater campus community. Longy’s ability to sanction or otherwise discipline visitors, guests, and contractors may be limited. Longy will endeavor to respond to such violations to the extent possible, practical, and reasonable.

Institutional Investigation Appeals Process

Any request to appeal may be submitted, in writing, within five (5) business days from the date of notification of outcome. The grounds on which an appeal may be based are:

- Evidence of procedural or material error which could impact the outcome;
- Substantial new evidence now available, which was unavailable at the time of the investigation, which could impact the outcome.

The appeal request should be submitted to the Title IX Coordinator for initial review and determination of whether the appeal is timely and within limited grounds. If the appeal is found to be ineligible or not timely, the original finding and sanctions will stand and the decision is final.

If the appeal is proper, both parties will be notified and informed of the grounds for the appeal. If sanctions have been imposed they will remain in place during the appeal process. If both the complainant and the respondent
appeal, the appeals will be considered concurrently. If the appeal is proper, a copy of the appeal will be provided to the other party, who will then be given three (3) business days to submit a written response, which will also be exchanged.

Any statements and evidence submitted will be reviewed by a committee of the Board of Governors, or designee. If the appeal is denied, the parties will be notified and the matter closed. If the Board of Governors, or designee, determines that it needs additional information, it may refer the matter back for further investigation. If returned for further investigation, the process will recommence at the formal investigation stage as previously described herein, or as directed by the Board of Governors, or designee. If the appeal is granted, the committee from the Board of Governors, or designee, will issue a decision advising that the appeal was granted and which, if any, sanctions or penalties are upheld, overruled, modified, or returned to the President of Longy, or designee, for reconsideration. The Title IX Coordinator will notify the complainant and the respondent, in writing, of the decisions involving the appeal as well as the disposition.

**Protective and Interim Measures**

Following an allegation of sexual misconduct, Longy may offer any of the following protective measures, without limitation, as appropriate:

- Change in academic schedules
- Change in work schedules or locations of work
- Issuance of no contact orders pending investigation outcome
- Temporary suspension of accused pending investigation outcome
- Accused denied access to campus pending investigation outcome

Victims of sexual misconduct may seek any of the above-listed protections, whether or not filing a formal complaint, by contacting the Title IX Coordinator.

**Public Record Keeping**

It is Longy’s obligation to report crime statistics. Information available to the public includes neither the details of the incident nor identifying information of those involved in the investigation. Every effort is made to be compliant with the law and at the same time respect the privacy and confidentiality of those involved in the investigation.
Bystander Intervention in Sexual Misconduct

Longy expects all members of the campus community, including employees, to take reasonable and prudent actions to prevent or stop an act of sexual misconduct. Bystanders can help in several different ways, including direct intervention, seeking assistance from an authority figure, or calling state or local law enforcement.

No one has the right to be violent, regardless of whether people are in a relationship. Any individual who decides to intervene should do so safely—violence does not stop violence, and, if the bystander cannot stop the act with words, he or she should call law enforcement.

If a victim confides in an individual, it is important for that individual to let the victim tell their story. The individual should listen respectfully and help the victim explain and identify what has happened to them. In addition, the individual confided in should help the victim identify others in their network who they can confide in, ask the victim what they need to feel safe, encourage them to seek medical attention and counseling, and encourage them to report the act if they feel comfortable doing so.

Drug and Alcohol Policy

Longy is concerned about drug and alcohol abuse with its far-reaching effects on individuals, communities, and workplace performance and safety. The School also complies with the federal Drug-Free Workplace Act, which requires an employer who contracts with or receives grants from the federal government to certify to the contracting or funding agency that it maintains a drug-free workplace. In addition, under the requirements of the federal Drug-Free Schools and Community Act, educational institutions must provide drug-free learning environments to students. As part of a good faith effort to comply with these laws, the School has adopted the following policy, which is disseminated to all employees.

The School expects its employees to arrive for work on time in a condition free of the influence of drugs and alcohol and to remain free of their influence while they are on the job. It is the School's intent and obligation to provide a drug-free, healthy, safe, and secure work environment. The unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in or on School premises, in vehicles owned or
operated by the School, or at any work site or location at which School duties are being performed by a School employee. Common examples of controlled substances, as defined by law, include, but are not limited to, cocaine, marijuana, LSD, and heroin.

The Drug-Free Workplace Act makes strict compliance with this policy a condition of employment for School employees. Any employee who is convicted of a violation (which includes a plea of nolo contendere) of any criminal drug law occurring in the workplace must report that conviction to his or her immediate supervisor within 5 days after such conviction.

Within 10 days after receiving notice from an employee or otherwise learning of a drug conviction resulting from workplace activities of any individual engaged in work under grants or contracts funded by a federal agency, the School shall notify the relevant contracting or funding agency that a violation of this policy has occurred.

Any employee who engages in prohibited activity, comes to work under the influence of any controlled substance and/or alcohol, or is convicted of any criminal drug law is subject to immediate disciplinary action up to and including immediate termination, as well as possible legal consequences, which may include serious criminal sanctions. The School also may require employees who violate this policy to participate satisfactorily in a drug/alcohol treatment program, counseling, or education program as a condition of reinstatement or continued employment with the School.

Through educational activities and programs or referral to appropriate resources, the School will communicate to employees the dangers of drug and alcohol abuse in the workplace and provide information about treatment and counseling options available.

The School recognizes alcohol dependencies as an illness and a major health problem. It also recognizes drug and/or alcohol abuse as a potential health, safety, and security problem. Employees needing help in dealing with such problems are strongly encouraged to seek appropriate treatment.

Seeking, obtaining and cooperating in treatment programs for drug or alcohol abuse is the responsibility of the individual employee. Participation in such treatment programs does not relieve the employee of his/her other
responsibility to meet job performance expectations, nor is the School required to pay for any special treatment.

Information on community resources and use of the School’s benefits programs, such as health insurance plan coverage and time off for treatment, is available through Human Resources. Such inquiries or information regarding an employee’s efforts to obtain help will be treated confidentially to the greatest extent possible.

The School takes its obligations under these laws very seriously and expects each employee will do the same to maintain a drug-free workplace and to provide the high quality performance essential to accomplish the goals of the School.

For information about substance abuse prevention and treatment, call the Massachusetts Department of Health, Bureau of Substance Abuse Services at (800) 327-5050.

**Non-Smoking Policy**

The Massachusetts Smoke-Free Workplace Act prohibits smoking in all enclosed workplaces. In addition, the School’s non-smoking policy intends to provide a safe and healthy work environment for all employees and students. No person shall smoke in any location under the control of the School that employees or students normally frequent, including, but not limited to, work areas, classrooms, faculty lounges, restrooms, conference rooms, waiting rooms, School vehicles (owned or leased), and hallways. Smokers are asked to refrain from smoking anywhere on School property.

**Solicitation and Distribution Policy**

The School encourages employees to engage in community service and supports employees in their charitable endeavors. However, solicitation and distribution of written or electronic literature unrelated to School business during work time sometimes interferes with employees’ productivity. Accordingly, the following are guidelines regarding solicitation and distribution:

- Employees may not solicit other employees for any reason during their work time or during the work time of other employees without prior approval of Human Resources.
• Employees may **not** distribute literature of any kind to other employees in work areas during work time without prior approval of Human Resources.
• Individuals not employed by the School may not solicit employees or distribute literature on School property at any time.

This policy is not intended to preclude or dissuade employees from engaging in any legally required or legally protected activities, such as discussing wages, benefits, or terms and conditions of employment, forming, joining, or supporting labor unions, collective bargaining, or raising complaints about working conditions for their and their fellow employees' mutual aid or protection.

**Confidentiality Policy**

Confidential, restricted, or sensitive information must be kept safe and never given to an unauthorized person or organization. Such information includes, but is not limited to, computer passwords, personnel and medical records, student and financial aid records, financial and donor data, financial and fundraising plans, and payroll data.

Any improper transfer of material or disclosure of information, even though it is not apparent that an employee has personally gained by such action, constitutes unacceptable conduct. Any employee who participates in such a practice may be subject to disciplinary action, up to and including termination.

This policy is not intended to preclude or dissuade employees from engaging in any legally required or legally protected activities, such as discussing wages, benefits, or terms and conditions of employment, forming, joining, or supporting labor unions, collective bargaining, or raising complaints about working conditions for their and their fellow employees' mutual aid or protection.

**E-Mail, Voicemail, Computers/Internet**

**General Policy**

Longy provides all employees with a managed suite of applications to send and receive email, store and share files and perform a variety of other work-related activities. These applications and the networks the School furnishes to
access and use them (together, our “System”) are the property of Longy and our third-party providers and licensors. The System is managed by Longy IT and is considered the only appropriate method to perform these functions. Longy does not permit the use of external email, calendar and file sharing services other than the System for conducting business of behalf of the school. In particular, the use of automatic forwarding or other mechanisms to transfer documents, email, and other communications on its systems to any employee’s personal accounts.

By using the Systems, employees agree to comply with this Security Policy.

Longy retains the right, with or without cause or notice to employees, to access and monitor the System and all communications and documents contained in or sent through it. Anything created or stored in the System may be retrieved and reviewed by others and deleted files may be recovered.

Employees must use the System at all times in an appropriate and professional manner. In particular, material that is fraudulent, harassing, embarrassing, sexually explicit, profane, pornographic, obscene, intimidating, defamatory, or otherwise unlawful or inappropriate, including any comments that would offend someone on the basis of race, age, sex, sexual orientation, religion, political beliefs, national origin, veteran status, or disability, must not be sent by email or other form of electronic communication, including social media sites, viewed on or downloaded from the internet or other online service, or displayed on or stored in the System. Anyone encountering or receiving such material must immediately report the incident to the administration.

Violations of this Security Policy may result in disciplinary action, including termination, and potential civil and criminal liability. Use of the System is a privilege that may be limited or revoked at any time, with or without cause and without notice.

The Internet/E-Mail/Social Media

It is the policy of Longy to provide its employees with Internet/e-mail access as a resource to perform job-related functions. Employees should use Longy’s Internet and e-mail resources in the pursuit of School business and only in that pursuit. Employees may, however, use Longy’s resources for limited occasional non-business research, browsing, or personal use of social media
during mealtime or other breaks or outside of work hours, provided that all other policies are adhered to as set forth in this Handbook, and provided that such use does not interfere with employee responsibilities or productivity.

All existing School policies apply to employees' Internet, e-mail, and social media conduct, including, without limitation, those that deal with non-discrimination and non-harassment, use of School property, and confidentiality. Employees may never use the Internet, e-mail, or social media in any manner that violates the law of the United States or another nation, or any state, city, province or other local jurisdiction. Employees may not set up or run a personal business via the Internet, e-mail, or social media or utilize same for gambling, day-trading, trafficking in stolen property, or illegally using copyrighted material. Additionally, Longy prohibits employees from viewing, storing, printing or transmitting any form of offensive, derogatory, inappropriate or sexually explicit information via the Internet, e-mail, or social media.

If an employee's job duties require the employee to speak on behalf of the School in a social media environment, the employee must seek approval for such communication from his/her supervisor and abide by any lawful restrictions established by the supervisor regarding job-related social media usage.

Security systems in place allow Longy to block offensive internet sites. If an employee becomes connected accidentally to a site that contains sexually explicit, offensive, or otherwise inappropriate material, the employee must disconnect from the site immediately and notify a supervisor. Additionally, if someone sends an employee an offensive message (i.e., jokes, etc.), the employee must immediately delete the message, and should not forward it.

**Internet System Protection**

While the School’s direct connection to the Internet offers a variety of benefits, it can open the door to some significant risks to our data and systems if we do not follow appropriate security discipline. The overriding principal here is that security must be everyone’s first concern. School employees can and will be held accountable for any breaches of security or confidentiality.
Employees are prohibited from downloading and/or installing any software program or data without prior written approval from a supervisor. If the employee receives permission to download the program or data, they must scan the permitted software for viruses prior to its installation. Such software must be properly licensed and registered prior to use. Additionally, no employee, under any circumstances, shall use Longy’s Internet resources to upload or pirate any software licensed to the School.

Employees are also prohibited from using Longy’s Internet resources to propagate any virus, worm, Trojan horse, trap-door or similar program or code. Employees may not use Longy’s Internet resources to disable or overload any computer system or network, or to circumvent any system intended to protect the privacy or security of another user.

Longy-issued user IDs and passwords help maintain individual accountability for Internet resource usage. Any employee who obtains an ID and password for Internet access must keep that password confidential. School policy prohibits the sharing of user IDs and passwords obtained for Internet usage.

**Leaves of Absence**

**Family and Medical Leave**

**Policy Purpose**

The School has established the following policy governing family and medical leaves, in compliance with the Family and Medical Leave Act (“FMLA”). This policy shall be construed to comply in all respects with the FMLA and applicable state and local law.

**General Provisions**

Employees who meet the eligibility requirements outlined below will be granted a maximum of 12 weeks of family and medical leave in a 12-month period (or a maximum of 26 weeks of leave if required to care for a covered service member with a serious injury or illness). The School will measure the 12-month period forward from the date an employee uses any leave under this policy.

In the event that an employee’s spouse works for the School, the employee and the spouse are limited to a combined total of 12 weeks
(or 26 weeks for military caregiver leave) of leave in the event that leave is taken for the birth of a child, adoption or placement of a child in foster care, or to care for a parent with a serious health condition.

Leaves of absence under FMLA may be taken consecutively or intermittently as described in this policy.

**Employee Eligibility**

To qualify for FMLA leave under this policy, an employee must meet all of the following criteria:

1. An employee must have worked for the School for at least 12 months or 52 weeks. The 12 months or 52 weeks need not be consecutive, but separate periods of employment will be counted only if the break in service between such periods does not exceed 7 years. Separate periods of employment will be counted, even if the break in service exceeds 7 years, only if such break is due to National Guard or Reserve military service obligations, or there is a written agreement (including a collective bargaining agreement) stating the School’s intention to rehire an employee after the break in service.

2. An employee must have worked at least 1,250 hours in the 12-month period immediately before the date when the leave is requested to begin. Note that time during which an employee is not performing services for the School (including, for instance, time spent on paid or unpaid leave) will not be counted as hours worked.

3. An employee must work at a School worksite where 50 or more employees are employed within 75 miles of the worksite.

**Types of Leaves Covered**

FMLA leave may be taken for one or more of the following reasons:

1. Birth and care of a newborn child.
2. Adoption or placement in foster care of a child.
3. Care for a spouse, child, or parent with a serious health condition.
4. Medical leave because of a serious health condition that makes the employee unable to perform the functions of his/her position.

5. A qualifying exigency arising out of the fact that a spouse, son, daughter or parent is a covered military member on active duty.

6. Care for an injured or ill covered service member, if the employee is a spouse, son, daughter, parent, or next of kin of the covered service member.

Note on Serious Health Conditions

A “serious health condition” is defined as an illness, injury, impairment or condition that requires: (a) inpatient care at a hospital, hospice or residential medical care facility (including any period of incapacity or subsequent treatment in connection with such inpatient care), or (b) a condition that requires continuing treatment by a licensed health care provider. The School will determine whether a “serious health condition” has occurred, based on the circumstances of the employee’s leave and relevant legal guidelines. If an employee has questions as to whether an injury, illness, or impairment constitutes a serious health condition, inquiries should be directed to Human Resources.

Note on Qualifying Exigency for Military Families

A “qualifying exigency” entitling an employee to FMLA leave occurs when an employee is required to take leave due to certain events related to the fact that a spouse, son, daughter or parent has been notified of an impending call to active military duty, or is already on active duty. The qualifying exigency generally is one of the following events: (a) addressing issues arising from a short-notice of deployment, (b) attending military events and activities, (c) arranging child care, providing child care, enrolling or transferring children to new school or daycare, or attending school or daycare activities, (d) making financial and legal arrangements to address the service member’s absence, (e) attending counseling arising from the service member’s duty, (f) spending up to 5 days with a service member on rest and recuperation leave, (g) attending military-sponsored post-deployment activities, and (h) attending additional activities that arise out of active duty, provided that the timing and duration of leave are mutually agreed to by the employee and their manager.
Note on Care for an Injured or Ill Service Member

Leave may extend to up to 26 weeks in a single 12-month period for an employee to care for a spouse, son, daughter, parent or next of kin (as legally defined) who is a covered service member with a serious illness or injury incurred while on active duty. This leave is provided on per-covered-service member, per-injury basis, but an employee will not be entitled to more than 26 weeks of such leave within 12 months. This leave is calculated on going forward basis. Accordingly, employees are entitled to a combined 26 weeks of leave for any FMLA-qualifying reason beginning when employee first takes military caregiver leave (but still limited to 12 weeks for other FMLA-qualifying reasons).

Employee Request for Leave

Employees are expected to submit a verbal or written request for leave as far in advance as possible. In instances where FMLA leave is foreseeable, an employee must provide at least 30 days’ advance notice to Human Resources. Where 30 days' advance notice is not practicable (such as because of a lack of knowledge of when leave will begin, or because of a medical emergency) and in the case of any leave due to a qualifying exigency (whether foreseeable or not), then notice must be given as soon as practicable, i.e., within 2 business days of when the employee learns of his/her need for leave. In instances where FMLA leave is unforeseeable, an employee must provide notice as soon as practicable under the facts and circumstances of the particular case, and in no case later than required under the School’s usual and customary notice requirements applicable to such leave.

An employee must provide notice sufficient to allow the School to understand that he/she potentially needs FMLA leave, and must provide notice of the anticipated duration of the leave and expected return to work date (note that the School may require an employee on FMLA leave to report periodically on their status and intent to return to work).

In cases of planned medical treatment, the employee should consult with his/her manager in an attempt to schedule the leave so as to not unduly disrupt the School’s operations.
Eligibility Notice

After an employee has provided notice of his/her need for FMLA leave, Human Resources will provide the employee with a Notice of Eligibility. As part of this Notice, the School may require the employee to provide additional information regarding his/her request for leave, including but not limited to a certification from a health care provider regarding any serious health condition that the employee or a covered family member may have.

Designation Notice

After the School has reviewed the information provided by the employee and has sufficient information to determine whether the leave qualifies as FMLA leave, it will notify the employee of whether he/she is eligible for such leave by providing a Notice of Designation regarding the same. At this time, and at other times periodically during FMLA leave, the School may require employees to indicate their status and intent to return to work upon the expiration of the leave.

Certifications For Serious Health Conditions

The School may require certification from a health care provider regarding an employee’s or a family member’s FMLA leave. An employee must respond to such a request within 15 days of the request, or provide a reasonable explanation for the delay. Failure to provide complete and sufficient certification (including failure to provide any certification at all, and/or failure to cure an incomplete or insufficient certification) may result in a denial of FMLA leave.

Specified School employees may directly contact an employee’s or covered family member’s health care provider for authentication and clarification purposes. An employee will be given an opportunity to resolve any deficiencies in a medical certification before the School makes such contact (the School will obtain the employee’s or covered family member’s permission for clarification of individually identifiable health information). If an employee does not authorize the School to obtain authentication or clarification from a healthcare provider, and does not otherwise clarify information for the School as requested, then the School may deny FMLA leave.
If the School doubts the validity of a medical certification, it may require an employee to obtain a second opinion via an independent medical evaluation, at the School’s expense. The School will select the healthcare provider to perform the evaluation. If necessary to resolve a conflict between the original certification and the second opinion, the School may require a third opinion. The School and the employee will mutually select the third doctor, and the School will pay for the opinion. This third opinion will be considered final. The employee will be provisionally entitled to leave and benefits under the FMLA pending the second and/or third opinion. The School may deny FMLA leave to an employee who refuses to release relevant medical records to the health care provider designated to provide a second or third opinion.

*Certifications For Qualifying Exigencies and for Care for a Covered Service Member*

The School requires certification of a qualifying exigency for military family leave, and for the serious injury or illness of a covered service member. An employee must respond to such a request within 15 days of the request, or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave.

*Recertification*

The School may request recertification for the serious health condition of an employee or employee’s covered family member every 30 days. If an employee’s medical certification indicates that the minimum duration of the condition is more than 30 days, then the School may request recertification when the duration of such condition expires or every 6 months (whichever is earlier). The School may request recertification more often than every 30 days when circumstances described in a previous certification have changed significantly, when the School receives information casting doubt on the reason given for the absence, or when the employee seeks an extension of leave. The School may provide the employee’s health care provider with the employee’s attendance records and ask whether need for leave is consistent with the employee’s serious health condition.

*Use of Paid Time Off*
FMLA leave is generally unpaid. Employees who are entitled to paid leave under Longy’s Open Paid Time Off (“OPTO”) Policy may apply a maximum of 12 weeks of OPTO during the leave of absence period. The use of OPTO does not, however, extend the protected leave period. Employees who are not entitled to paid leave under the OPTO Policy must use all available paid time off during an FMLA leave prior to taking unpaid leave. The use of accrued paid time off will not extend the length of FMLA leave. (See also Open Paid Time Off Policy on page 90).

**Benefits During Leave**

During an approved FMLA leave, the employee’s position will be held open to the extent required by law. In addition, if the School pays for any portion of an employee’s health insurance, the School will continue to pay its normal share of such costs while the employee is out on FMLA leave, on the same terms and conditions as coverage would have been provided if the employee was not on FMLA leave (for instance, if premium payments are raised or lowered, an employee on FMLA leave will be required to pay the new premium rates). Employees will be advised by the Human Resources Office regarding the amount of time and the method of payment on the employee’s portion of the health insurance premium.

Employees are expected to make monthly payments of their contribution portion for medical or other insurance coverage (if on unpaid leave, via a personal check written to the School; if on paid leave, via regular payroll deductions). If an employee fails to provide such payments on a monthly basis, the School will provide him/her with notice and the opportunity to bring any outstanding amounts current. If an employee’s premium payments are more than 30 days late, however, the School retains the right to cease its obligations to maintain health insurance coverage for such employee. In the event that the employee does not return to work after his/her leave, the employee must reimburse the School for any health insurance payments the School made for the employee’s benefit while the employee was on unpaid leave, unless such failure to return is due to a continuation, recurrence or onset of a serious health condition that would otherwise have entitled the employee to FMLA leave, or due to other circumstances beyond the employee’s control.
**Intermittent Leave or a Reduced Work Schedule**

An employee may take FMLA leave in 12 consecutive weeks, or under certain circumstances, may use the leave intermittently (i.e., take a day periodically when needed over the year) or on a reduced leave schedule (i.e., use the leave to reduce the work week or work day, resulting in a reduced hour schedule). In all cases, the leave may not exceed a total of 12 work weeks (or 26 work weeks to care for an injured or ill covered service member) over a 12-month period.

If an employee requests intermittent leave or a reduced leave schedule due to an employee’s or a covered family member’s serious health condition, or to care for a covered service member with a serious injury or illness, then such leave will be permitted only if the employee provides documentation (e.g., a medical certification and/or other information) indicating that such leave is best accommodated through this type of schedule. If an employee requests intermittent leave or a reduced leave schedule due to birth or adoption of a child, then such leave will be permitted only if the School agrees to a schedule for such leave.

In the case of: (a) foreseeable intermittent leave or a reduce leave schedule due to planned medical treatment for the employee, a covered family member, or a covered service member (including during a period of recovery from the employee’s or a covered family member’s serious health condition, or a covered service member’s serious injury or illness), or (b) the School having agreed to permit intermittent leave or a reduced leave schedule for the birth or adoption of a child, then the School may require an employee to transfer temporarily to an available alternative position, at the equivalent pay and benefits, for which the employee is qualified and which better accommodates recurring periods of leave than does the employee’s regular position.

**Returning to Work**

Subject to limited exceptions, if an employee is able to return to work (with or without a reasonable accommodation) and returns to work within the time allowed by the FMLA, the employee will be returned to his/her same or an equivalent position, provided that the employee's
job still exists and the employee would have continued to be employed in that job had he or she not taken leave. Nothing in this policy grants an employee a right to return to the employee's former position following a return from leave, and an employee on FMLA leave has no greater right to reinstatement or other benefits or conditions of employment than if the employee had remained at work during the FMLA period.

The School reserves the right to exempt certain key employees from this requirement and not return them to the same or equivalent position. The School will inform all employees who fall within this category of their status as key employees before commencement of family and medical leave.

_Fitness For Duty Certification_

If an employee’s FMLA leave is a result of the employee’s own serious health condition, the employee may be required, prior to returning to work, to submit to Human Resources a certification from the employee's health care provider that the employee's medical condition is sufficiently resolved to permit the employee to return to work and that the employee can perform the essential functions of his or her job. Also, an employee may be required to be cleared by the School and may be required to be evaluated by a health care provider engaged and paid for by the School prior to resuming work.

_Failure to Return to Work_

An employee failing to return to work on the scheduled return date after an FMLA leave may be subject to disciplinary action, up to and including termination of employment. Additionally, subject to limited exceptions, the School will be entitled to recover from the employee certain costs (including, without limitation, benefits, premiums and salary paid during the FMLA leave) incurred by the School, and the employee must so agree by completing and submitting an appropriate form regarding the same. However, there may be limited circumstances where an employee will not be obligated to provide such reimbursement.

_Coordination with Other Laws_
The FMLA does not supersede any provision of any state law that provides greater family or medical leave rights that the rights established under the federal law. Leave entitlements under state law and the FMLA run concurrently where both laws cover the same type of leave. For example, any leave available under the Massachusetts Maternity Leave Act will simultaneously be counted toward FMLA leave eligibility.

Small Necessities Leave Act

The Massachusetts Small Necessities Leave Act (SNLA) is designed to supplement the federal FMLA and guarantees eligible employees family leave for purposes of accompanying family members to routine medical appointments and participation in children’s activities.

Eligible employees are entitled to up to 24 hours of unpaid leave in any twelve-month period for certain family related purposes. An eligible employee is one who has been employed by the School for at least the last twelve months (not necessarily consecutive) and worked at least 1,250 hours in the 12 months preceding the leave. As under the FMLA, employees who are entitled to leave under the OPTO Policy may use OPTO during the SNLA leave period. The use of OPTO does not, however, extend the SNLA period. Employees who are not entitled to OPTO must, subject to applicable law, use all available paid time off during SNLA leave prior to taking unpaid leave. The use of paid time off will not extend the length of the SNLA leave. Also consistent with the FMLA, leave may be taken intermittently or all at once.

SNLA is available for the following reasons:

- Participation in school activities directly related to the educational advancement of a son or daughter (defined as a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis) such as parent-teacher conferences or interviewing for a new school.

- Accompanying a son or daughter to routine medical or dental appointments, such as check-ups or vaccinations

- Accompanying an elderly relative (defined as an individual at least sixty years of age, related to the employee by blood or marriage) to routine medical or dental appointments or appointments for other professional
services related to the elder’s care, such as interviewing at nursing or group homes.

Employees are required to give at least seven days’ notice of their needs for “foreseeable” SNLA leaves, or as much notice as is practical if not foreseeable. Longy may require employees to provide certification of the need for the leaves.

Paid Parental Leave

Eligible employees are entitled to up to four (4) weeks of paid parental leave in any twelve-month period for the purpose of the birth of a child or adoption or placement for foster care of a child under eighteen (18) years of age or under twenty-three (23) years of age if the child is mentally ill or physically disabled.

An eligible employee is one who has been employed by the School for at least the last twelve months (not necessarily consecutive) and worked at least 1,250 hours in the 12 months immediately preceding the leave. As under the FMLA, employees who are entitled to leave under the OPTO Policy may use OPTO during the Parental Leave period. Employees who are not entitled to OPTO must, subject to applicable law, use all available paid time off during Parental Leave prior to taking unpaid leave.

Paid Parental Leave runs concurrently with any unpaid leave available to an employee under the School’s FMLA policy or the Massachusetts Maternity Leave Act (“MMLA”). At the expiration of the paid parental leave period, eligible employees may be eligible for additional leave under the School’s FMLA policy and/or the MMLA pursuant to the terms of those policies.

Requests for leave should be made in writing to the employee’s supervisor and Human Resources as far in advance as possible.

During leave under this policy, the School will hold open the employee’s position to the extent required by applicable law.

Unpaid Parental Leave

Regular full-time employees of the School who do not meet the eligibility requirements for FMLA leave and who have completed at least three (3)
consecutive months as a full-time employee are eligible for parental leave under the Massachusetts Maternity Leave Act (MMLA).

Under the MMLA, such employees are entitled to take a personal leave of up to eight (8) weeks for the purpose of the birth of a child or adoption of a child under eighteen (18) years of age or under twenty-three (23) years of age if the child is mentally ill or physically disabled. The leave is unpaid. Employees, however, may use available vacation, personal or sick time towards their leave.

Unless otherwise expressly indicated or required by applicable law, parental leave under this section shall run concurrently with any other leave available to employees, including leave under the FMLA and the School’s Parental Leave Policy.

To be eligible for parental leave under this section, an employee must provide in writing: (1) at least two weeks advance notice, if practicable, of the employee’s departure date to a supervisor or the School; and (2) a statement of intention to return to work at the conclusion of the leave.

During unpaid parental leave under the MMLA, the School will hold open the employee’s position to the extent required by applicable law. Absent unusual circumstances, an employee on such leave is expected to return at the end of the granted period of time. It should be noted that if at the end of the leave, if a position is not available, or if one is offered to the employee and is declined, or if the employee fails to return from leave on the scheduled return date, employment will be terminated.

**Sick Leave**

Longy’s Sick Leave policies are intended to comply and will be construed to comply in all respects with the Massachusetts Earned Sick Time Law.

For specific information on faculty sick leave, please see Faculty Sick Leave Policy on page 66. For information about paid time off for staff, including paid sick time, please see the Open Paid Time Off policy on page 90.
Jury Duty Leave

Full-time employees who are called to serve as jurors will receive full pay for jury service. Part-time employees who serve as jurors will be paid for regularly scheduled hours during service.

Employees who are called to serve as jurors must provide his/her supervisor with a copy of the court notice. Employees should also inform their supervisor at least two weeks in advance that they were called for jury duty. Employees are expected to return to work on any day or portion of any day when court attendance is not required.

Military Leave

An employee who is a member of the Armed Forces may be entitled to a military leave of absence to perform training or service in the Armed Forces. Generally, military leave may not exceed five (5) years.

Notice and Reporting Obligations

Employees on a leave for less than thirty-one (31) days for purposes of military service or for taking an examination to determine fitness for service must report to the School for work upon the first calendar workday following completion of service and the expiration of eight (8) hours for safe travel home, unless otherwise impossible or unreasonable because of circumstances outside the employee's control.

Those employees, who are on leave for thirty-one (31) days or more, but for less than one hundred and eighty-one (181) days, must provide Human Resources with written notification of their intent to work within fourteen (14) days following completion of the service. For service over one hundred and eighty (180) days, the employee must submit such written notification not later than ninety (90) days after completion of service.

Medical Insurance Benefits

Employees on military leave may continue their medical and dental insurance coverage under the Consolidated Omnibus Budget Reconciliation Act and/or the Uniformed Services Employment and
Reemployment Rights Act. For more information on the benefits available under these laws, employees should contact Human Resources.

Bereavement Leave

An employee who wishes to take time off due to the death of an immediate family member should notify his or her supervisor immediately.

Staff may take bereavement leave as “Non-Sick Leave OPTO” under the Open Paid Time Off policy on page 90. Faculty are eligible for up to five (5) continuous days off with pay for the death of a family member (defined as a spouse, significant other, child, parent, brother, sister, stepparent, stepchild, grandparent and grandchildren) living in the same household as the employee. Up to three (3) continuous days off with pay is allowed for the death of an in-law or family member (as defined above) not living in the same household as the employee.

Safety and Security

Longy is located in an urban environment where security is an ongoing and serious concern. For the safety of the members of the Longy community, building, and equipment, the School employs facilities personnel who make rounds and close the buildings at the end of the evening.

Members of the community are asked to report suspicious people or activity in Longy buildings or on Longy property. Please convey this information directly to the Facilities Office during daytime business hours, or to the Front Office or facilities personnel during the evenings or on weekends or holidays. Members of the community are also asked to report any accidents or injuries which occur on Longy’s premises as quickly as possible to a member of the administrative staff during daytime business hours or to facilities personnel during the evenings or on weekends. In an emergency, when time for consultation is not available, place a call to the 911 emergency network.

Longy is not responsible for loss or damage to personal belongings. Please do not leave anything of value or personal importance unattended in the offices, classrooms, studios or other School spaces.
Fire and Emergency Exits

- Zabriskie Building (27 Garden Street): Fire exit doors are located in the Dalcroze Room, near the Bistro, in the Bakalar Library, and in the first-floor lobby. In addition, fire exit windows are located in Room L-11 and Room 21. All fire exits must remain unobstructed.

- Rey-Waldstein Building (33 Garden Street): The front and side doors on the first floor are considered emergency exits and must remain unobstructed at all times.

Evacuation Policies and Procedures

Longy School of Music of Bard College currently occupies nearly 40,000 square feet. Both of our buildings are equipped with fire alarm systems which detect smoke and, where appropriate, rate of temperature rise. Fire code requires that our buildings are evacuated immediately and entirely when the fire alarm in each respective building sounds.

The fire alarm system currently is directly tied in to the Cambridge Fire Department. If a smoke detector or alarm is activated, the fire department should arrive promptly on site to determine the problem and provide all necessary emergency response.

It is critical that we successfully evacuate a building during a fire alarm. The administrative staff members at Longy are all assigned areas of responsibility, and will assist in clearing out rooms and help people gather appropriately away from the buildings.

Always be aware of the fire exit nearest to your office, classroom or studio. When the fire alarm sounds, direct the students of Longy, whether those you are currently teaching or those in the rooms in the immediate vicinity, to the nearest available exit. After exiting the building, gather on the public sidewalk off of the school premises and await instruction from either the administration or the Cambridge Fire Department. Zabriskie House occupants should gather on the pedestrian area near the corner of Follen and Garden Streets. Rey-Waldstein occupants should gather across Chauncy Street in front of the Harvard building. When gathered outside during an evacuation, please do not re-enter the building until it is signaled okay to do so from the Fire Department or the Facilities Manager.
Longy Identification Cards

The School issues photo identification cards to all faculty, staff, and Conservatory students, which are validated each year with a sticker affixed on the back. These cards must be carried whenever an employee or student is inside the building and must be produced upon request by any member of the faculty or staff. Employees who have misplaced their identification cards may obtain a replacement card by contacting the Facilities Manager. An identification card is required to borrow materials from the Bakalar Library.

Keys

Keys are assigned, as appropriate, to members of the staff or faculty by the Facilities Manager. Keys may also be signed out from the Front Office for short-term use. It is an employee’s responsibility to re-lock any doors or closets that he/she unlocks.

Keys must not be placed on a ring that is in any way identifiable and should be carried on the employee’s person at all times. Longy keys must not be duplicated. Such duplication will be considered a breach of security and could lead to discipline, up to and including termination. Employees are required to report lost or stolen keys to the Facilities Manager immediately.

School Closings and Delays

Announcements of School closings or delays due to inclement weather generally are made no later than 6:45 AM. An updated greeting confirming closure or a delayed opening will run on the Longy voice-mail system shortly after decisions are made. School closing information also appears on the broadcast TV networks (channels 5 and 7) and their websites. The main criteria used in determining closures are the “readiness” of the School (i.e., all entrances, exits, parking lots have been sufficiently cleared), the conditions of major roads, and the availability of public transportation.

Longy does not coordinate its closing decisions with the Cambridge Public Schools. Faculty members should use their discretion if they feel it is unsafe to travel to the School, even if the School is open. In cases of individual classes or lessons being cancelled, faculty members should notify the Front Office and make every effort to contact students.
Both buildings will remain closed on official snow days and are not available for student or faculty use. If the decision has been made to close the School due to inclement weather, staff are not required to report to work.

Building hours

The School’s building hours and periods of closure are published in the Academic and Administrative Calendar, which is distributed to all employees in the spring for the following academic year. For exact dates when each schedule applies, please see the School’s official academic calendar published on the School’s website (www.longy.edu).

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<th>Zabriskie House 27 Garden Street</th>
<th>Rey-Waldstein Building 33 Garden Street</th>
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<td><strong>Summer Session</strong></td>
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<td>Monday-Friday</td>
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<td>Saturday</td>
<td>7:00 am – 11:00 pm</td>
<td>8:00 am – 10:00 pm (key access)</td>
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<td>Sunday</td>
<td>8:00 am – 10:00 pm</td>
<td>8:00 pm – 9:00 pm (key access)</td>
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Parking

Parking is available in the Longy lots (or other parking spaces as controlled by Longy) on a first-come, first-served basis to employees with valid Longy parking stickers. Parking stickers are available at the Front Office. Please keep in mind the following restrictions on parking in the lots:

- Parking in Longy’s lots is permitted only while conducting business at the School; please do not make use of the parking lot for personal reasons.
- Parking stickers for the academic year are issued to faculty members in the fall after they have submitted their faculty agreement for the year.
- Cars parked in the Longy lot without a valid parking sticker, blocking access, or parking while the owner is not conducting business at Longy
are in violation of Longy parking regulations. Violators of the parking regulations may be towed at the owner’s expense and/or lose parking privileges.

- Longy parking stickers are not available to employees who reside in Cambridge; these employees are asked to use their resident parking permit to park near Longy in order to keep the lots available for those coming from outside of Cambridge.
- Guests may use the Longy parking lots only with the prior approval of the Facilities Manager and in spots marked with an official reservation notice.
- There are no Cambridge Guest Parking Permits available for employee or student use.
- Independent building and construction contractors will not make use of the parking lot except for unloading and loading of materials.

Use of the Zabriskie House parking lot: The Zabriskie House lot is available to faculty on a first-come, first-served basis throughout the week during regular Longy building hours.

Use of the Rey-Waldstein Building parking lot: Staff members are restricted to parking in the lot at the Rey-Waldstein building only. Members of the Board of Governors and other guests conducting Longy-related business with staff members may park in the 33 Garden Street lot on a limited basis and are required to display a Longy Guest Permit in the front window of their vehicle.

**Classroom and Studio Maintenance**

Longy strives to provide clean and organized teaching spaces, with appropriate equipment, but the School also relies on the cooperation of those who use the spaces. All members of the Longy community are asked to treat School property, including the buildings, their contents, and the grounds with respect and care. The following polices have been adopted:

Pianos should never be moved, nor drinks or food of any kind placed upon them. Under no circumstances should classroom or studio pianos be moved by any member of the Longy community. On prior occasions, piano legs have collapsed and floor boards have given way when unauthorized persons have attempted to move a piano. Unauthorized individuals will be held liable for any damage caused by moving a classroom or studio piano. Any member of
the community wishing to have a piano moved should contact the Facilities Manager.

Classroom furniture (chairs, music stands, and desks) is distributed according to the specific classroom and studio needs of each room. Accordingly, employees who take furniture from another room are asked to return the borrowed item(s) upon completion of use.

Faculty members and all others using Longy spaces are asked to leave their rooms in a clean and orderly condition upon completion of classes and lessons.

No instruments or other resources of the School (equipment, music stands, stand lights, etc.) may be removed from the School's premises without prior written consent from the Facilities Manager.

Flagrant disregard of the policies and procedures designed to protect Longy's building, grounds, furniture, or musical instruments may result in action up to and including liability for damage caused and, where appropriate, termination.

**Maintenance and Repair Requests**

Requests for maintenance and repairs should be submitted in writing or by voice-mail to the Facilities Manager. The Facilities Manager will respond to each maintenance request in writing or by voice-mail.

**Bakalar Library**

Staff and faculty members are entitled and encouraged to check books, music and recordings out of the library and to use the seminar room and listening equipment subject to the rules and procedures of Bakalar Library. A valid Longy photo ID card is required.

**Recycling and Energy Conservation**

Longy participates in the City of Cambridge's recycling program. Members of the community are asked to use the recycling bins throughout the buildings. Recycling baskets for paper are located in offices and near photocopiers. Place only white office paper without staples in the baskets. Recycling bins for cans and bottles are located in the Bistro, in the front lobby of the
Zabriskie House, and in the Rey-Waldstein kitchen. To conserve energy, employees are urged to turn off lights and close windows upon leaving a studio, classroom, or office.

**Telephones**

The school telephone number is 617-876-0956. The main fax number is 617-354-8841. Employees are requested to keep personal calls to a minimum. Personal long-distance calls must be billed to a personal credit or telephone card.

Faculty telephones currently are available in the faculty lounges.

**Photocopiery**

Longy has photocopiery located in the Business Office, the Bakalar Library, and in the kitchen of the Rey-Waldstein building. Photocopiery may not be used for personal or non-School purposes, except as set forth under the CBA. It is up to each staff and faculty member to follow an honor code, and to refrain from using the photocopiery for personal or other uses.

Administrative staff are asked to use the photocopiery located in the Business Office and Rey-Waldstein kitchen only.

Faculty are asked to observe the following when using the photocopiery:

- For large numbers of copies (over 20), faculty members are advised to arrange for use of the Rey-Waldstein kitchen copier.
- *Personal-use copies*: Faculty members may purchase a copy card for their personal copying needs from the card dispenser next to copier in the Zabriskie House student lounge.
- *Student lounge and library copiers*: These machines require a copy card and are serviced by the library.

**Copyright Law**

Photocopying of copyrighted materials is an infringement of U.S. copyright, except as allowed under regulations for “Fair Use,” and is not allowed on any of Longy’s copiers.
U.S. copyright law is not meant to restrict your use but is intended to protect the copyright holder. Almost any use, even those prohibited below, may legally be made if permission is obtained from the copyright holder.

Photocopies made under any circumstances are to include the copyright notice appearing on the original.

Multiple copies of books, music, and periodicals for use in a Longy course may be made provided:

- that permission has been granted by the copyright holder, or the need for the copies was not realized early enough to request such permission, and
- not more than one copy per student is made, and
- less than ten percent of the entire work is copied, and
- for music, the copying does not constitute a performable unit of a larger work such as a movement or aria.

Photocopying for classroom use may not be used:

- as a substitute for a “consumable” item, e.g., workbook exercises, standard tests, etc., or
- for performances, or
- to create an anthology or compilation of music or literature, or
- as a substitute for the purchase of books, music, or periodicals.

Photocopies of books, music, and periodicals may be made for other Longy business use provided:

- the copies are for academic use, personal research or study, and
- not more than ten percent of the entire work is copied, and
- for music, the copying does not constitute a performable unit of a larger work such as a movement or aria, except in case of emergency where the original has been purchased but is not available for the performance (the original or a purchased replacement must be substituted for the copy as soon as possible) and
- the copies are not for the purpose of substituting for purchase of the original.
Correspondence and Postage

Mail is to be posted by administrative staff members only. Longy postage is for Longy business. Employees are expected to use their own postage stamps for mailing personal letters. Longy stationery should be used only for School business.

First Aid

First Aid kits are located in the Front Office of the Zabriskie House and in the kitchen in the Rey-Waldstein building. In the event of a medical emergency, call 911. All accidents are to be reported to the Facilities Manager immediately. Accident report forms are available in the Front Office and Business Office.
FACULTY EXPECTATIONS, COMPENSATION AND BENEFITS
FACULTY EXPECTATIONS, COMPENSATION AND BENEFITS

**Hiring and Appointment Procedures**

**Regular Faculty**

The process for all regular faculty hiring is as follows:

1. The idea or assertion of need to hire a faculty member may come from any source and should be submitted to the President. Sources could be, but are not limited to, an individual faculty member, Department Chair, Dean of the Conservatory (“Dean”), or the President.

2. The President or Dean will strive to consult with the relevant Department Chair(s), the Faculty Planning Committee, and other appropriate faculty and administrators before the decision is made by the President whether or not to authorize the search.

3. The Dean and, where appropriate, the Department Chair will be responsible for drafting a job description and will review Longy’s procedures for hiring.

4. Once a search has been authorized, a search committee will be formed comprised of the Department Chair, up to three faculty members (appointed by the Dean, in consultation with the Department Chair) or other individuals, including members of the administrative staff, as deemed appropriate in the President’s sole discretion. The chair of the committee will be appointed by the Dean, who may also serve as a member of the committee. The names of those serving on the search committee will be provided to the Faculty Planning Committee.

5. The search committee will meet to discuss the position, review the position description, and review Longy’s procedures for hiring.

6. It is the responsibility of the committee chair to ensure that all aspects of the search are conducted in an orderly fashion, which includes all event scheduling and collection and maintenance of all documentation which must be submitted to the Dean at the conclusion of the search.
7. The position description will be posted on Longy’s employment bulletin boards and website for a minimum of four weeks, allowing all interested and qualified persons to apply. The opening may also be advertised externally as determined by the President, in consultation with the Dean.

8. In the case of a vacancy in departmental leadership or in an area not overseen by a department chair, the Dean or President may serve on the search committee as a member and/or as its Chair.

9. At a search committee’s first meeting, a charge will be given by Human Resources detailing conduct and decorum for executing a proper search and the need to maintain equity, fairness and confidentiality at all times. The Dean, if not serving on the committee, may give an additional charge to the committee detailing the qualifications and experience desired in a successful candidate.

10. After the application deadline, the search committee will begin its review of dossiers and will select a group of semi-finalists and submit them to the Dean (if he/she is not serving on the search committee), who will forward them to the President for discussion and final approval. The President reserves the right, in his/her sole discretion, to approve all, some or none of the semi-finalists recommended. The President also reserves the right, in his/her sole discretion, to advance any candidate(s) as semi-finalists, either from within or outside the applicant pool. The semi-finalists will generally be subject to a preliminary 15-20 minute interview by phone, with the Chair and at least two members of the search committee. From this pool, the committee will select a group of finalists for on-site interviews.

11. From the semi-finalist pool, the committee will determine a list of finalists and submit their names to the Dean (if he/she is not serving on the search committee), who will forward them to the President for discussion and final approval. The President reserves the right, in his/her sole discretion, to approve all, some or none of the finalists recommended. The President also reserves the right, in his/her sole discretion, to advance any candidate(s), either from within or outside the applicant pool, as finalists.
12. From the approved finalist pool, the search committee will invite each finalist for an on-site interview. The format of each interview generally includes:

- A teaching demonstration (private lesson, class lecture, where appropriate) of 30-45 minutes in length
- An approximately 15-minute recital (for studio teaching position)
- A 60-90 minute interview with the search committee
- A 60-minute meeting with the Dean, and where deemed appropriate by the Dean, an additional 60-minute meeting with the President

13. The committee should solicit feedback from any student(s) who participated in the candidate’s teaching demonstration.

14. For semi-finalist phone interviews and finalist on-site interviews, a set of questions to be asked of all candidates must be drafted in advance and submitted to Human Resources for approval. Once approved, these questions (and only these questions) should be posed to each candidate. Follow-up questions may be asked only in the event the committee requires further clarification to an answer given by the candidate.

15. At the conclusion of finalist interviews, the chair of the committee will be asked to submit (in unranked, alphabetical order) the names of two candidates as the committee’s recommendation to the Dean, who will in turn communicate them to the President. Accompanying this recommendation should be a summary of each candidate’s strengths and weaknesses, and a transcript of reference checks.

16. In the event the committee wants to recommend only one candidate, they must provide justification in writing.

17. The President possesses the authority to approve or deny recommendations in his/her sole discretion. The President also reserves the right to terminate a search process, for any reason and without explanation, in his/her sole discretion.

18. If the committee’s recommendation is approved by the President, the Dean or his/her designee is responsible for offering the position to the candidate and negotiating the terms of employment. If the President
does not approve the recommendation of the search committee, he/she will strive to communicate this decision and the reasons for it to the members of the search committee.

19. Throughout the process the School will strive to solicit faculty input. The appropriate Department Chair generally will be involved in hiring decisions.

20. The President, as charged and authorized by the Board of Trustees, reserves the right, in his/her sole direction except as limited by provisions of the CBA, to actively recruit and hire faculty members where he/she deems appropriate to ensure the School’s continued excellence.

Visiting Faculty

- Visiting appointments will not exceed two academic years.

- Visiting faculty shall not comprise more than 10% of the total Longy faculty.

- At the conclusion of each academic year, if the School determines that there is a need for one or more regular appointments, the President may grant any visiting faculty member(s) regular faculty status. The Faculty Planning Committee will be given an opportunity to offer a recommendation on whether to extend regular status to the visiting faculty member(s) being considered; however, the decision whether to offer regular status to the visiting faculty member(s) will be at the sole discretion of the President.

- In the event a visiting faculty member is converted to a regular faculty member, he/she will receive full credit for the length of his/her appointment as a visiting faculty member in the appointment process.

Appointment Letters

Once a verbal offer is extended to the regular or visiting faculty candidate and after the faculty candidate verbally accepts an offer from the School, Human Resources will send him/her an appointment letter, to include a description of duties, expectations regarding teaching load when appropriate, departmental assignments, and anticipated compensation and/or hourly
rates for the next semester or year. Faculty members are required to sign two copies of these letters and return one to Human Resources by the deadline stated in the letter.

Faculty members who are selected to return in the fall, generally will receive annual compensation agreements (for non-bargaining unit members) or job description letters (for bargaining unit members) by July 15, reflecting pay rates for all duties during the following school year. Class and ensemble assignments for the summer term will be confirmed in writing by March 31. Faculty members are required to sign two copies of these documents and return one to Human Resources. The School will not allow a faculty member to teach until his/her signed document is on file with the School. Annual compensation agreements / job description letters will regularly include information on faculty members’ next evaluation year, and minimum and maximum enrollments for classes and ensembles, when appropriate. Except for administrative duties, if any, no income is guaranteed by these documents because compensation for teaching activities is subject to enrollment.

**Faculty Compensation**

**General Information**

LFU member compensation is governed by the CBA. This policy (“Faculty Compensation”) applies to non-bargaining unit members only.

Under this policy, Longy remunerates faculty members on a per-service basis for teaching and administrative duties as described below. Final authority for all matters related to compensation resides with the President in his/her sole discretion.

**Base Rate and Compensation Ratio System**

Each faculty member will be assigned a base hourly rate by the School. Faculty compensation generally will be calculated using the faculty member’s base hourly rate and the compensation ratio system described below (see exceptions for Stipends below). The base hourly rate (ratio = 1) is the first number in all ratio designations below.

Contact hours for classes and ensembles are subject to the approval of the School’s administration, and are determined in part by institutional
standards. For example, the Conservatory Catalog states that “Typically, one-credit classes meet 75-90 minutes per week, and two-credit classes meet 120-180 minutes per week.”

Full semester classes in the Conservatory are compensated based on 14 weeks, with classes meeting for 13 weeks to be followed by exams and/or final performances. The School reserves the right to change the standard number of sessions per semester for each activity, as well as the structure of the Academic Calendar.

The table below outlines the general pay ratio categories for each division (more detailed descriptions follow):

<table>
<thead>
<tr>
<th>Activity</th>
<th>Pay rate or formula</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chamber music and small ensembles</td>
<td>base rate x 1.25</td>
</tr>
<tr>
<td>Class instruction (academic)</td>
<td>base rate x 1.75</td>
</tr>
<tr>
<td>Class instruction (performance)</td>
<td>base rate x 1.5</td>
</tr>
<tr>
<td>Large ensembles</td>
<td>base rate x 1.75</td>
</tr>
<tr>
<td>Large ensemble sectionals</td>
<td>base rate x 1.25</td>
</tr>
<tr>
<td>Leading coordinated classes</td>
<td>base rate x 0.5</td>
</tr>
<tr>
<td>Musical coaching in voice and opera</td>
<td>base rate</td>
</tr>
<tr>
<td>Studio instruction (primary, credit)</td>
<td>base rate x 1.5</td>
</tr>
<tr>
<td>Studio instruction (primary, non-credit)</td>
<td>base rate x 1.5</td>
</tr>
<tr>
<td>Studio instruction (secondary)</td>
<td>base rate</td>
</tr>
<tr>
<td>Tutorial replacing academic course</td>
<td>base rate x 1.75</td>
</tr>
<tr>
<td>Tutorial replacing performance course</td>
<td>base rate x 1.5</td>
</tr>
<tr>
<td>Tutorial (other)</td>
<td>base rate</td>
</tr>
<tr>
<td>Independent study project advisor/reader</td>
<td>base rate</td>
</tr>
<tr>
<td>Observing student teaching</td>
<td>base rate</td>
</tr>
<tr>
<td>Auditions</td>
<td>base rate x 0.5</td>
</tr>
<tr>
<td>Juries</td>
<td>base rate x 0.5</td>
</tr>
<tr>
<td>Portfolio review</td>
<td>base rate x 0.5</td>
</tr>
<tr>
<td>Proficiency examinations</td>
<td>base rate x 0.5</td>
</tr>
</tbody>
</table>

- Faculty members will receive their base hourly rate at a 1:1 ratio for secondary studio instruction in the Conservatory, for musical coaching in the Voice and Opera Departments, and for observing students enrolled in Conservatory pedagogy classes.
• Faculty members will receive their base hourly rate at a ratio of 1:1.5 for all primary studio instruction. Primary studio instructors in the Conservatory are expected to provide appropriate advisement, and prepare students for and attend their juries and recitals.

• Faculty members teaching performance classes will receive, for each contact hour, their base hourly rate at a ratio of 1:1.5 in the Conservatory.

  “Performance classes are characterized by significant in-class performance, rehearsal, or coaching, and typically include occasional lectures and grading of written work, possibly including a final project.” (Approved by the Curriculum Committee, December 2004.)

• Faculty members teaching academic classes will receive, for each contact hour, their base hourly rate at a ratio of 1:1.75 in the Conservatory.

  “The teaching of academic classes is characterized by lecture preparation and grading of written work throughout the semester. Included are music theory, music history, and pedagogy courses, as well as Research and Materials and courses listed as satisfying Master of Music theory and history distribution requirements. In-class performance plays a limited role in academic classes.” (Approved by the Curriculum Committee, December 2004.)

• Faculty members coaching chamber music and small ensembles, including Early Music and Modern American Music chamber groups, will receive, for each contact hour, their base hourly rate at a ratio of 1:1.25 in the Conservatory.

• Faculty members conducting large ensembles will receive, for each rehearsal and performance hour, their base hourly rate at a ratio of 1:1.75 in the Conservatory. For each audition hour, faculty members will receive their base hourly rate at a ratio of 1:0.5. Faculty members conducting the Longy Chamber Orchestra are paid on a per-concert basis, receiving their base hourly rate at a ratio of 1:1.75 for each rehearsal and performance hour.

• Faculty members providing tutorials that replace required Conservatory classes will receive, for each contact hour, their base hourly rate at a ratio of 1:1.5 for performance classes or 1:1.75 for
academic classes. The Dean of the Conservatory must approve such
tutorials, offered only when a student cannot be accommodated in an
existing class section. Other Conservatory tutorials will be treated as
secondary studio instruction and will be paid at a 1:1 ratio of the base
hourly rate.

- Faculty members serving as Independent Study Project (ISP) advisors
  or second readers will receive their base hourly rate at a 1:1 ratio. ISP
  advisors will be paid for six hours and are expected to provide four
  hours of advising and attend the final presentation. ISP second readers
  will be paid for two hours.

- Faculty members leading “coordinated classes” and Department
  Seminars (hereafter the principal instructors), which by design employ
  several faculty members, are encouraged to attend all class meetings
  and will receive their base hourly rate at a ratio of 1:0.5 for each contact
  hour. Faculty members teaching individual sessions of coordinated
  classes or Department Seminars which meet the definition of
  performance classes will receive, for each contact hour, their base
  hourly rate at a ratio of 1:1.50 in the Conservatory. For teaching
  individual sessions of coordinated classes or Department Seminars
  which meet the definition of academic classes, faculty members will
  receive, for each contact hour, their base hourly rate at a ratio of 1:1.75 in
  the Conservatory. Principal instructors teaching individual class
  sessions receive this compensation in addition to the amount received
  for coordination.

- The School will provide hourly compensation at 0.5 of the base hourly
  rate to faculty members for participation in the following panels and
  special events (half-hour minimum; quarter-hour increments
  thereafter):
  - Promotional and Recital Permission Juries
  - Prospective student auditions
  - Portfolio review
  - Proficiency examinations
  - Masterclass auditions
  - Hosting departmental events as approved for compensation by the
    Department Chair
Additional compensation is not provided to Chairs or others in faculty leadership roles for panel work or special events, which are part of their ongoing responsibilities, and for which they receive separate compensation. Primary studio instructors will not receive compensation for attending juries of their own students. Department Chairs or the Dean will keep records of hours worked and submit appropriate paperwork for compensation prior to the last pay period of each semester.

- The School will provide hourly compensation at 0.25 of the base hourly rate to faculty members serving on the following official committees (half-hour minimum; quarter-hour increments thereafter):
  - Conservatory Curriculum Committee
  - Faculty Development Committee
  - Faculty Planning Committee
  - Conservatory Student Advisory Council Advisor, if such position exists and is filled by a faculty member
  - Departmental Search Committees
  - Administrative Search Committees
  - Ad hoc committees approved for compensation by the administration

Department Chairs will not receive additional compensation for committees within their departments and for the Conservatory Academic Council. Department Chairs, or the Dean will keep records of hours worked and submit appropriate paperwork for compensation prior to the last pay period of each semester.

**Compensation for Non-credit Primary Studio Instruction in the Conservatory**

Faculty members should familiarize themselves with the section “Delayed Recitals and Extra Studio Lessons” in the Conservatory Catalog. Conservatory students needing additional non-credit lessons in their primary area, beyond those required in their programs, must follow the procedures described in this section of the Catalog. Faculty members are paid for such lessons at their Conservatory primary studio rate (base hourly rate at a 1:1.5 ratio). Students will be charged a tuition rate equal to the faculty member’s Conservatory primary studio rate plus 30%.
Compensation for Studio Instruction in Cases of Student Withdrawal

Faculty members should familiarize themselves with the student withdrawal policies in the Conservatory catalog. When a student drops private lessons (primary or secondary) or changes teachers during the drop-add period (first ten school days of the semester), the faculty member is paid only for the actual lessons taught. When a student withdraws from lessons (after the drop-add period), the faculty member is paid for the entire semester if he/she remains employed for the full period.

Stipends

The School may, but is not obligated to, use flat fee stipends to compensate faculty for activities not related to scheduled instruction, including but not limited to project coordination, commissions, and performances.

The School also may, but is not obligated to, use flat fee stipends to compensate faculty for instruction under certain circumstances, including but not limited to the following:

- Short, discrete activities within the context of a larger program (e.g., a master class)
- Instruction within a program outside the conservatory curriculum with a charitable, rather than revenue-producing, purpose (e.g. El Sistema Summer Academy and other social impact programs for which little or no tuition is charged)
- Instruction within a program outside the conservatory curriculum proposed by either a faculty member or the School for which the faculty member agrees to be paid by stipend.
- Instruction and activities where the School has traditionally utilized flat fee stipends.
- Instruction activities for which no pay ratio category exists in the table above.

Flat-fee stipends will be assigned a benefit unit value to be counted towards benefits eligibility based on the following formula:

\[
\text{# of benefit units} = \frac{\text{stipend value}}{65 \div 28}
\]

The School will inform faculty members in writing of the number of benefit units associated with any stipend payments earned.
Compensation Increases

As stated, all matters related to compensation for bargaining unit members are governed by the CBA. For non-bargaining unit faculty, all adjustments to faculty compensation (inflation-based or merit) will increase the faculty member’s base hourly rate, which will in turn flow through to all other pay amounts according to the compensation ratio system.

The School strives to publish its four minimum pay levels annually. These correlate in many instances to years of professional teaching experience (level 1: 1-6 years; level 2: 7-12 years; level 3: 13-18 years; level 4: 19 years and above) and serve as a guide for the hiring of new faculty and for merit increases in compensation.

In determining cost of living adjustments for faculty, the School will make reasonable efforts to meet or exceed the annual inflation rates for the Boston area, as published by the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index for All Urban Consumers (CPI-U), Boston-Brockton-Nashua, MA-NH-ME-CT, 12 Months Percent Change, Annual (calendar year) Data.

Resignation

A faculty member may resign at any time. However, as colleagues and fellow professionals, faculty members are asked to fulfill their teaching obligations through the close of the academic year. Written notice of resignation should be submitted to the President, the Dean, and the Department Chair.

Non-Renewal of Non-Bargaining Unit Faculty Compensation Agreement

In accordance with the School’s policy on at-will employment, Longy retains the right not to renew a non-bargaining unit member’s faculty compensation agreement for the subsequent academic year.

If the reason is specific to the School's curriculum (e.g., a course is offered in alternate years only or is dropped from the curriculum), the non-bargaining unit faculty member generally will be notified in writing no later than March 15 of the preceding academic year that the School will not renew his or her agreement. Curricular changes that result in the non-renewal of a faculty member’s assignment to a course generally will be discussed with that faculty member.
If non-renewal is based on the job performance of the individual faculty member or other reasons, the School, absent special circumstances, will strive to inform the individual in writing.

Issues of appointment, reappointment, and lay-offs of bargaining unit members are governed by the CBA.

**Benefits**

The following sections provide general information about each benefit. The School reserves the right to modify, revoke, or cease any and all benefits that are not required by law, subject to its obligations under the CBA and applicable law. To the extent possible, advance notice of any such changes will be provided. Additionally, note that the sections on insurance policies below provide general information only. For more detailed information, please refer to the applicable Plan Document or Summary Plan Description. Should any conflict arise between the terms presented in this Handbook and the terms of the Plan Documents, the Plan Documents will prevail. Copies of these documents may be requested from the Business Office.

**Definition of Part-time, Modified Full-time, and Full-time Status for Benefits**

For the sole purpose of determining employment benefits for faculty members, a distinction is made between “part-time,” “modified full-time,” and “full-time” faculty based on levels of teaching and other activity. Benefit units are assigned for all faculty teaching and administrative duties according to the compensation ratio system described in this Handbook or the CBA, as applicable. A benefit unit is a weighted unit of measure, used solely to determine faculty eligibility for employee benefits, that reflects both the number of hours worked and the category of that work (i.e., classroom teaching vs. private lesson vs. chamber music coaching).

Faculty members must accrue a certain number of units to qualify for various benefits (see Benefits Summary). Units are assigned to teaching and other activities using the same ratios applied to the base hourly rate to determine compensation. Faculty members who have an average weekly activity load of fewer than 15 units are considered part-time. Faculty members who have an average weekly activity load of 15 or more but less than 18 units are considered modified full-time. Faculty members who have an average weekly activity load of 18 or more units are considered full-time.
During May of each year, Human Resources determines the average weekly activity load based on teaching and other activities from the previous summer term and continuing through the end of the spring semester, divided by 28 weeks. Faculty members generally receive official notification of their benefit unit level and associated benefits by June 1. Faculty members then are eligible for benefits for the next fiscal year (i.e., July 1 through June 30) based on this June 1 tally.

Faculty members may request an interim report on average weekly units earned at any point during the year from Human Resources.

Benefits Summary

Once the average units are determined, benefits are offered according to the following schedule, subject to the requirements of applicable law and the terms of the applicable Plan Document:

<table>
<thead>
<tr>
<th>Benefit</th>
<th>Part-Time (fewer than 15 units)</th>
<th>Modified Full-Time (15-18 units)</th>
<th>Full-Time (18+ units)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employer Funded Social Security and Medicare (required by law)</td>
<td>yes</td>
<td>yes</td>
<td>yes</td>
</tr>
<tr>
<td>Workers Compensation (required by law)</td>
<td>yes</td>
<td>yes</td>
<td>yes</td>
</tr>
<tr>
<td>Tuition Discounts for Faculty</td>
<td>yes</td>
<td>yes</td>
<td>yes</td>
</tr>
<tr>
<td>Tuition Discounts for Immediate Family Members</td>
<td>yes</td>
<td>yes</td>
<td>yes</td>
</tr>
<tr>
<td>Concert Tickets</td>
<td>yes</td>
<td>yes</td>
<td>yes</td>
</tr>
<tr>
<td>Recital Privileges</td>
<td>yes</td>
<td>yes</td>
<td>yes</td>
</tr>
<tr>
<td>Group Health Insurance (Longy contribution as a percent of premium)</td>
<td>no</td>
<td>yes (40%)</td>
<td>yes (80%)</td>
</tr>
<tr>
<td>Retirement Annuity 403(b) plan (employee contribution as a percentage of salary)</td>
<td>yes</td>
<td>yes</td>
<td>yes</td>
</tr>
<tr>
<td>Retirement Annuity 403(b) plan Employer Match</td>
<td>0%</td>
<td>up to 3% after 12</td>
<td>up to 5% after 12</td>
</tr>
<tr>
<td>Long-Term Disability Insurance</td>
<td>consecutive months of eligibility service</td>
<td>consecutive months of eligibility service</td>
<td></td>
</tr>
<tr>
<td>--------------------------------</td>
<td>-------------------------------------------</td>
<td>-------------------------------------------</td>
<td></td>
</tr>
<tr>
<td>Medical and Dependent Care Flexible Spending Account (FSA) Program</td>
<td>yes</td>
<td>yes</td>
<td></td>
</tr>
<tr>
<td>(3+ units)</td>
<td>yes</td>
<td>yes</td>
<td></td>
</tr>
<tr>
<td>Qualified Transportation Expenses (QTE) Program</td>
<td>yes</td>
<td>yes</td>
<td></td>
</tr>
<tr>
<td>Group Dental Insurance (voluntary, no contribution from Longy toward premium)</td>
<td>no</td>
<td>yes</td>
<td></td>
</tr>
</tbody>
</table>

**Faculty Sick Leave Policy**

Longy will provide sick leave to faculty members in accordance with all applicable laws, including the Massachusetts Earned Sick Leave Law. For more information, please contact Human Resources.

**Recital Privileges**

Faculty members are invited to present a Faculty Artist Recital annually. These recitals are free admission, voluntary, and scheduled on a first-come, first-served basis once the booking period begins. Faculty member(s) must be the point of contact and be the featured artist(s)/composer throughout the concert program. All three of the Longy performance spaces (Pickman Hall, Wolfinsohn Room, Recital Room N-1) may be used for faculty recitals, space and time permitting.

Booking for Faculty Artist Recitals typically opens at the beginning of April, prior to the concert season, and closes mid-October. After booking opens, interested faculty members should contact the Concert Office to discuss performance needs and available dates for Faculty Artist Recitals. For further details on these recitals, their policies, and exact booking dates, please contact the Concert Office.
Assignment of Private Students

Conservatory students are assigned private instructors by the Department Chair in consultation with their departmental colleagues and the Dean of the Conservatory. Student requests are considered and honored subject to approval by the Department Chair. Students specifically recruited by a faculty member are assigned to that teacher. Studio assignments may be reviewed at the request of the student, instructor, or Department Chair. Students are reassigned following consultation with the teacher and the Department Chair, and with the approval of the Department Chair and the Dean of the Conservatory.

Assignment of Classroom Instruction

Faculty members are appointed to teach Conservatory classes for which they have submitted a course proposal and which have been approved by the Department Chair, the Dean of the Conservatory, and the Conservatory Academic Council, acting on the advice of the Conservatory Curriculum Committee, with the primary responsibility for making these faculty class appointments resting with the appropriate Department Chair. The Dean may ask the faculty at large to design and submit new course proposals through this process. Assignment of academic credit to courses, as well as their designation as fulfilling requirements for Conservatory degree and diploma programs, is determined by Department Chairs (in consultation with their departmental colleagues), the Dean of the Conservatory, and the Conservatory Academic Council, acting on the advice of the Conservatory Curriculum Committee.

Responsibilities and Expectations of Faculty

Standards of Excellence and Conduct

Excellence in all educational and operational areas is the hallmark of Longy School of Music of Bard College. Individual attention, strong student and faculty support, high standards, and an imaginative approach characterize the School's programs and operations.

Longy faculty members display thoughtfulness, professionalism, and expertise in teaching, musicianship, and, where appropriate, performance. As teachers and mentors, they direct students toward a full realization of their
potential. In partnership with the administration, they provide leadership for the School.

Specific Responsibilities

Faculty members are responsible for:

- *Fulfillment of the terms of their respective faculty compensation agreements or job description letters, as applicable.*

- *Participation on committees, juries, and audition panels:* Assignments are generally made by mutual agreement between the faculty member and the Department Chair, the Dean, or President, or by LFU elections of faculty representatives to committees.

- *Providing information as requested to Department Chairs and administrators:* Examples of such information include evaluations of individual students, teaching schedules, facilities requests and needs, payroll-related documents, and professional biographies.

- *Providing syllabi and catalog information:* For Conservatory classes, syllabi must be available at the beginning of each term to communicate to students course content, goals, expectations, grading and attendance policies, and assignments. The provision of a course syllabus at the beginning of each course is monitored through the faculty evaluation process and is required under the terms of Longy’s institutional accreditation.

- *Attending faculty and department meetings:* Faculty members are encouraged to attend all faculty meetings and their department meetings and are responsible for information conveyed by the meeting minutes, which will be distributed to them.

- Faculty members are asked to credit their Longy association fully and accurately in their professional biographies, concert program notes, and publicity materials, in order to represent the School’s overall quality and to attract students based on the high caliber of faculty activities.

- *Representing the School:* Faculty may not claim to be official School spokespersons in any public or legal capacity without express authorization of the President.
• **Attendance and punctuality:** Faculty members are expected to begin and end punctually all of their scheduled classes, lessons, rehearsals, and performances. They are expected to conduct classes and concerts at the times publicized in the course bulletin and newsletters.

• **Being aware of performance, course, and ensemble offerings:** Faculty should make an effort to be aware of Longy activities and inform their students of relevant opportunities to participate.

In addition, Conservatory classroom and studio instructors are responsible for:

• **Providing office hours:** Faculty should provide office hours or equivalent conferencing opportunities (e.g., telephone or e-mail contact) on a weekly basis outside of regular lesson and class meeting times for their degree and diploma students. Meetings may take place in a faculty member’s reserved studio space during occasional gaps in their schedules. Rooms not otherwise scheduled may be reserved for meetings with students. Faculty may also meet with students in any School lounge space.

• **Understanding and following grading policies:** Faculty should review requirements for lessons and courses as outlined in the Conservatory Catalog and as supplemented by official memoranda from the Registrar and Dean of the Conservatory.

• **Submitting grades:** Faculty should submit grades by stated deadlines, as determined and published by the School from time to time, usually within one week of the end of the semester. Spring semester grades for graduating students are due on the last day of the examination/jury period (approximately one week before the graduation ceremony). Chronic failure on the part of a faculty member to submit grades by a noted deadline can result in the removal of the faculty member from their studio, coaching or classroom teaching assignment.

• **Understanding all relevant sections of the Conservatory Catalog:** In their role as advisors to the degree and diploma candidates in their studio, faculty should review the Catalog.

• **Meeting with their students:** Faculty should meet with their primary studio students before each semester to assist them in planning their courses and advise them on general issues related to their academic
program and artistic progress. These meetings ideally occur before student meetings with the Department Chair and final registration meetings with the Registrar.

**Policy on Accepted Teaching Locations for Studio and Private Lessons**

In order to maintain a consistent, safe and professional teaching environment for faculty and students, Longy expects that faculty will conduct all instruction and meetings on Longy premises or in another professional setting (i.e., a music institution, school or public facility, and not a private residence or studio). Faculty members who intend to conduct instruction or meetings in a professional setting outside of Longy’s premises must provide at least two business days’ advance notice in writing (or via e-mail) to the Dean of the Conservatory. Such notice should include the dates and times of the anticipated off-site instruction or meeting, the street address and phone number of the off-site location. Holding classes, lessons or meetings in a private residence or studio is not permitted unless the faculty member receives prior written approval signed by the Dean of the Conservatory (or his/her designee), including the dates and times of the approved off-site instruction, the street address and phone number of the private residence or studio. Whether or not instruction or meetings are permitted to be held in a private residence or studio is in the sole discretion of the School.

Please refer to **Spaces For Faculty Use**, on page 60, for more information on available teaching space at Longy.
Policy on Removing Longy Students to a Private Studio

It is a serious breach of professional ethics and obligations for a faculty member to remove a Longy student for studio instruction to their private home or teaching studio. Students who are assigned to an instructor for private instruction through Longy are expected to remain members of the Longy community. Removing these students for private instruction at a faculty member’s home or private studio at any time during the year, including the summer term, is not allowed, and may result in discipline, up to and including termination.

Policies on Absenteeism and Cancellation of Lessons and Classes

For the Conservatory, primary studio instruction must encompass 15 one-hour lessons (or the equivalent) each semester.

- **Faculty sickness and personal days:** In cases of illness or unavoidable personal emergency, an instructor may cancel a lesson, class, or rehearsal. Adequate warning (usually 24 hours minimum) must be given whenever possible. Faculty members should inform their private students individually by telephone or email, if at all possible, and the Front Office, so that a notice can be posted. All foreseeable extended absences must be cleared in advance with the Department Chair and, if for more than one class, with the Dean. Subject to the requirements of the Massachusetts Earned Sick Time Law, repeated absenteeism or cancellation of lessons for any cause may be called into review by the President, and may result in discipline, up to and including termination. *(See also Faculty Sick Leave Policy on page 66)*

- **Bereavement:** In cases of death of a family member or partner, faculty members may arrange personal leave time with their Department Chair and the Dean. *(See also Bereavement Leave Policy on page 43)*

- **Snow days:** Faculty members are required to make up one session per academic year for private lessons. Faculty members are not required to make up Conservatory classes cancelled because of official snow days.

- **Student absence:** Faculty members are required to make up one lesson per semester that has been missed because of a student’s absence, provided that the student notified the teacher at least 24 hours in advance or, in the case of evening lessons, by 5:00 PM the previous day.
Exceptions to this deadline include sudden hospitalization or physical accident. In the summer session, faculty members are required to make up one such excused absence. Other student absences may be made up at the faculty member’s discretion. In cases of extended student illness, special arrangements should be made with the faculty member, in consultation with the appropriate Dean. A doctor’s letter may be required.

- **Teacher absence**: Subject to the requirements of the Massachusetts Earned Sick Time Law, faculty members are expected to make up all studio lessons and classes missed because of their own absence. A teacher should reschedule missed lessons as soon as possible. Faculty should use responsible judgment in scheduling make-up lessons, and should not expect a student to take several lessons within one week’s time, or take lessons at a location outside of the School. *(See also Faculty Sick Leave Policy on page 66)*

**Faculty Development Guidelines**

Longy School of Music of Bard College makes available a limited amount of funds for faculty development, in accordance with its strategic plan. All regular faculty members are eligible to apply. These funds are administered in the sole discretion of the Faculty Development Committee, and are subject to change at any time.

**Funding Schedule and Procedures**

The funding schedule will include deadlines in June and December for submission of proposals. Proposals will include a brief application (including estimated expenses) and an explanation of the request and its relevance to the faculty member’s work. Proposals due in June will be for requests for the period July-December. Proposals due in December will be for requests for the period January-June.

**Guidelines**

Various types of activities are eligible for funding, including conferences, workshops, performances, masterclasses, and special projects. All faculty development awards will be for reimbursable expenses only (for example, travel, registration, lodging, and meal expenses). Meal expenses will be paid
on a per diem basis so meal receipts do not need to be saved or submitted. (Meal and incidental expense per diem rates for various cities can be found at: http://www.gsa.gov/Portal/gsa/ep/contentView.do?contentId=17974&contentType=GSA_BASIC

First and last days are paid at 75% of this rate.) No grants or stipends (compensation) will be provided. Faculty members must present an expense report and receipts to receive funds, at the conclusion of the activity. Advances for approved activities will be considered upon request.

The maximum award per request is $1500. Faculty members are limited to one funded application per year (July-June). Faculty members submitting requests who received funding in the previous year will be given lower priority.

In determining awards, the Faculty Development Committee may consider the relationship of the activity to the priorities given in the faculty evaluation policies (teaching effectiveness, institutional service, and professional activity). The Committee may also consider the following:

- merit of application
- relationship to faculty member’s current work
- timing in relation to faculty evaluation year

**Faculty Evaluations**

Policies and practices concerning faculty evaluation were adopted by a committee of faculty and administrators during the 1996-1997 academic year and were reviewed in Fall 2000. A further review of the evaluation process was conducted by a subcommittee of the Faculty Advisory Council in Fall 2002. The resulting revisions were approved by the Faculty Advisory Council, with input from the Longy Faculty Committee, in March 2004. The purpose of the faculty evaluation process is threefold: (1) to improve teaching, (2) to provide a basis for merited compensation increases, and (3) to meet the requirements of accreditation.

The CBA contains extensive language concerning faculty evaluations of bargaining unit members. As stated, in the event of a conflict between the CBA and this Handbook, the CBA language shall govern with respect to faculty evaluation and reappointment of bargaining unit members.
Faculty Evaluation Process

The evaluation of faculty will be led by Department Chairs, in collaboration with the Dean, and will include the evaluation of new faculty members during their probationary period, and evaluation every three years thereafter. Faculty members who are currently inactive or minimally active, as determined by the Department Chair and the Dean, might not be subject to the review process.

Each year, Department Chairs will evaluate those faculty members currently scheduled for review. Areas of evaluation will include, in order of priority, teaching effectiveness and experience, institutional service, professional activity, and other areas as determined in the Department Chair’s discretion. The evaluation procedure generally will include an initial meeting with the faculty member, consultation of evaluative data (Faculty Accomplishment Reports, course and lesson evaluations completed by students, and syllabi where applicable), and completion of a Faculty Evaluation Form, which includes rating the three areas of evaluation listed above. In addition, the Department Chair may choose to observe representative teaching of departmental faculty members, by mutual agreement. Faculty members under review may also initiate a request that teaching be observed. Department Chairs may request a preliminary meeting with the Dean at the beginning of the fall semester to discuss upcoming evaluations.

In support of this process, faculty members are required to complete annual Faculty Accomplishment Reports, which will be consulted by Department Chairs in completing their evaluations, and which may be reviewed by the Dean of the Conservatory and the President as necessary. Faculty Accomplishment Reports generally will be included with the mailing of faculty compensation agreements and job description letters and should be returned to the Dean of the Conservatory by September 15.

Department Chairs will also consult course and lesson evaluations of faculty members as part of the review process. The following procedures generally will be observed regarding course and lesson evaluations:

Conservatory course evaluation forms will be distributed to faculty members on or about one month before the end of each semester. Faculty members should inform the Dean of any courses ending before the last regular week of classes. The School will strive to distribute summer course evaluations within
the first two weeks of the summer term. Each teacher will distribute the forms to students during an appropriate class time. A student selected by the instructor will collect the forms, seal them in an envelope, and return them directly to the Dean. Instructions will be provided noting the proper collection procedure, as well as the faculty member’s right of access to the evaluation forms.

Conservatory lesson evaluation forms will be distributed to students on or about one month before the end of the academic year. Faculty members should inform the Dean of the Conservatory of any private lessons ending before the end of the semester. Students will return completed forms directly to the Academic Affairs Office.

Faculty members shall have access to all course and lesson evaluation forms pertaining to themselves for examination and photocopying on the School premises, after the final grade or evaluation is submitted. In addition, these evaluations may be reviewed by the faculty member’s Department Chair, the Dean of the Conservatory, and/or the President. All student evaluations of courses and lessons will be kept in a secure location for a period of 5 years, after which they will be destroyed. Under no circumstances will any student be allowed access to these documents.

Department Chairs will meet with the Dean to discuss the faculty evaluations. Copies of the completed Faculty Evaluation Form, signed by the Department Chair and Dean, will be mailed by the Academic Affairs Office to faculty members under review, prior to the final meeting with the Department Chair, which is scheduled by the Chair. In the event that the Dean does not concur with the evaluation, he/she/they may submit a separate report to be attached to the Faculty Evaluation Form. At the final meeting, the Chair and the faculty member under review will discuss the evaluation, and the faculty member will sign the Faculty Evaluation Form. The faculty member may also submit a written response to the Department Chair within two weeks of the meeting. The response will be fully considered by the Chair and the Dean. Department Chairs should then return all Faculty Evaluation Forms with signatures and any written responses to the Dean. Copies of the completed evaluation forms, additional reports by the Dean, and faculty members’ written responses will be retained in faculty members’ personnel files.

The Department Chair may on the basis of an unsatisfactory evaluation rating recommend to the President non-renewal of a faculty member. If the
President concurs with this recommendation, he or she will notify the faculty member in writing. If this decision is reached after March 15, a one-year, terminal agreement may, in the discretion of the President, be offered to the faculty member for the subsequent academic year.

**Faculty Evaluation Criteria**

**Teaching effectiveness:** (a) effective communication of course and/or lesson content to students, (b) evidence of student learning and achievement, (c) evidence of flexibility and adaptability in dealing with various types and levels of students, (d) revision and renewal of teaching methods including professional development activities related to teaching, (e) effective general communications to students including provision of syllabi where applicable, (f) other criteria as determined at the initial meeting between the Department Chair and faculty member.

**Institutional service:** (a) reasonable support for departmental functions and administrative requests, (b) reasonable participation in School events, (c) recruitment and retention of students where applicable, (d) other applicable responsibilities listed under “Responsibilities and Expectations of All Faculty,” (e) other criteria as determined at the initial meeting between the chair and faculty member.

**Professional activity:** (a) participation in reasonable and appropriate professional activity, including such things as affiliations, performances, publications, attendance at professional meetings, clinic/adjudication activities, or awards, (b) other criteria as determined at the initial meeting between the chair and faculty member.

In addition, the items described in “Responsibilities and Expectations of All Faculty” will be considered during the evaluation.

**Grievance Policies and Procedures**

The CBA contains extensive language concerning grievance procedure applicable to bargaining unit members. This policy applies solely to non-bargaining unit members.

**Definitions**

The following terms will be used throughout this section:
**Grievance:** a complaint asserted in good faith concerning breach, misapplication, or misinterpretation of the School's policies or standards regarding terms or conditions of the grievant's employment.

**Grievant:** the person or persons who assert the grievance.

**Respondent:** the person or persons whose actions the grievant alleges to be the source of the grievance.

**Observer:** the Longy employee selected to attend meetings between a grievant and a supervisor as detailed below in the grievance process. The observer’s presence is to encourage clear and honest communication between the grievant and the supervisor. The observer also may be asked to testify throughout the grievance process.

**Overview**

To foster sound faculty-School relations through communication and reconciliation of work-related problems, the School provides faculty members with established procedures for expressing employment-related concerns.

The School encourages faculty members to resolve any grievance first on an informal basis through direct and open communication. When a complaint cannot be resolved informally, the School has a formal review process detailed below that will allow for a timely and fair resolution of such issues. While the School will strive to treat all grievances as discreetly as practicable, confidentiality cannot be guaranteed.

At any point, a grievant may end the grievance process by indicating in writing to Human Resources that he/she has been able to resolve the grievance to his/her satisfaction.

**Grievance Process**

When embarking upon the Grievance Process, the grievant must follow the steps set out below.

**Step 1:** The grievant may present his/her concerns verbally to either the department/program chair, supervisor of the respondent or other appropriate supervisor (respectively, the “supervisor”) within ten (10) business days after the event or incident provoking the grievance occurred. The
supervisor will attempt to address the grievance in a timely fashion. If the grievant is not satisfied with the supervisor’s solution, he/she may proceed to Step 2.

**Step 2:** The grievant may present his/her concerns in writing to the supervisor contacted in Step 1. This written grievance must contain a complete description of the problem, supporting evidence for the grievance, and any other materials that may provide appropriate information to aid in the resolution of the grievance. The written grievance must be submitted within five (5) business days of the grievant’s receipt of notice of the supervisor’s solution in Step 1. The supervisor will then notify and forward a copy of the written grievance to the respondent for his/her response. A meeting of between the supervisor and the grievant may be held. The decision on whether to hold this meeting is in the sole discretion of the supervisor. During such meeting, the grievant and the supervisor may each bring one Longy employee who is willing to serve in this capacity (exclusive of the President and senior staff members) of their choosing to the meeting as an observer. The respondent may not be brought in as an observer. Also, if the grievant or the supervisor intends to bring an observer, he/she must inform the other party of his/her intention and the identity of the observer no fewer than three (3) business days before the meeting. After such meeting, the supervisor will strive to give a written response to the grievant in a timely fashion. If the supervisor chooses not to hold a meeting, the supervisor will strive to give a written response to the grievant in a timely fashion of receiving the written grievance. In most circumstances, a written response is considered the final resolution of the grievance. Should the employee reject the written response, then he/she may appeal in writing within five (5) business days of the grievant’s receipt of notice of such solution by proceeding to Step 3.

**Step 3:** The grievant may submit a written appeal along with the written grievance to an appropriate senior staff member, or to the President if the senior staff member is a respondent. The written appeal must contain a complete description of the grounds for appeal, supporting evidence for the appeal, and any other materials that may provide appropriate information regarding the appeal. The senior staff member (or the President in his/her discretion) will exercise in his/her sole discretion on what additional steps, if any, may be taken to address the written appeal and/or the written grievance. The senior staff member (or the President in his/her discretion) will
render a final, binding decision that will then be communicated in a timely manner to all appropriate personnel, including the grievant, the respondent and the supervisor.

**Mediation**

At any point throughout the grievance process, the grievant also may apply for mediation by presenting his/her concerns in writing to the President. The President, in his/her sole discretion, will determine whether mediation is warranted. If the President determines that mediation is warranted, the School will select and pay for the mediator to meet with the grievant and respondent to facilitate a resolution of differences. The President reserves the right to determine the maximum amount of hours that the School will pay for such mediator on a case-by-case basis.

**Spaces for Faculty Use**

The following spaces are available to faculty members:

**Faculty lounge at Zabriskie House:** The faculty lounge may be used by any member of the faculty and is located on the second floor of Zabriskie House. The lounge contains a desk, telephone, computer, printer, microwave, refrigerator, and water cooler.

**Faculty lounge at the Rey-Waldstein Building:** The faculty lounge may be used by any member of the faculty and is located in the basement of the Rey-Waldstein Building. The lounge contains a desk, telephone, computer, printer, microwave, refrigerator, water cooler, a photocopier, and a couch.

**Computers and internet access:** Faculty members have access to the computers in the faculty lounges at Zabriskie House and the Rey-Waldstein Building. In addition, Department Chairs have access to the computers in their office. All software installation and removal on Longy computers is to be performed with the oversight and permission of the Director of Information Technologies. Downloading programs from the Internet is discouraged. Hardware installations and changes are to be handled only by the Director of Information Technologies. Employees will be responsible for any damage or expenses incurred as a result of unauthorized changes or installations. Any computer problems should be reported to the Director of Information Technologies.
Scheduling of Rooms for Studio and Classroom Teaching

Faculty should be aware that the School’s teaching and practicing facilities are in great demand. For this reason, Longy has formal policies and processes for managing its room scheduling in the fairest way possible. The following sections outline the assignment of teaching and rehearsal space; the procedures to be followed by faculty members, administrative staff, and students; and the restrictions on space uses. See the Practice Room Policy for additional information on room use.

Room Assignment Policy

Not all rooms at Longy are equally desirable as teaching or rehearsal spaces. The heavy demand placed on the available space precludes giving everyone his/her first choice of rooms. As a result, priorities have been established for the assigning of rooms.

Classroom teaching: Classes are scheduled first and given highest priority to insure that they take place in suitable rooms based on such characteristics as anticipated size of class and furnishing needs (e.g., chalkboard or whiteboard, audio/visual access).

Private teaching: The School makes every effort to assign rooms for private teaching according to faculty preference. Accordingly, faculty members must return their room request forms as early as possible. Forms returned after the due date are given lowest priority.

Frequently, multiple faculty members request the same room for the same time. These conflicts are resolved according to the following criteria, in order of importance:

Projected total teaching hours, based on the instructor’s previous semester.

- Seniority of the instructor, based on length of service at Longy and whether the instructor is a Department Chair.
- Quality of the instrument for piano or harpsichord lessons and appropriateness of the room for the lesson type.
Room Assignment Procedures

The following describes the specific procedures for implementing the room assignment policy.

Faculty requests for permanent teaching space: Room request forms for the summer term and academic year are distributed on April 15. Faculty members fill out these forms as completely as possible, and return them to the Registrar by the specified due date. The schedule for the disbursement and collection of the forms is as follows:

- Academic Year: Forms distributed April 15 and due approximately July 8.
- Summer Term: Forms distributed April 15 and due approximately May 15.

Forms turned in after the deadlines receive the lowest priority for room assignment. The collected request forms are used to create the room schedule for the semester, which is posted in the front lobby of each building at the beginning of each term.

As the semester progresses, faculty members must notify the Front Office Manager and Schedule Coordinator of any blocks of unused time in their schedules, so that they can be reassigned for occasional one-time uses.

Faculty requests for temporary room assignments or changes: Frequently, faculty members need to schedule make-up lessons, interviews, rehearsals, etc. at a time different from their normal teaching time. Requests for special teaching or rehearsal space or one-time changes should be made at the Front Office. These requests must be made by 3:45 PM the day before the anticipated need, so that an accurate schedule is available to students trying to find practice space. These requests are filled on a first-come, first-served basis with the best available room. Temporary room assignments are posted at the Front Office.

Faculty requests for student practice space: Faculty members are asked not to schedule rooms for their students’ practicing. Rooms scheduled by faculty members may only be used for their own teaching or for Longy-related activities such as interviews, student advising, and rehearsals for Longy performances. Students may reserve rooms for practice or rehearsal via “Asimut,” Longy’s practice room reservation system.
Requests for use of performance spaces: Pickman Hall, the Wolfinson Room at Zabriskie House, and Room N-1 at the Rey-Waldstein Building are considered performance spaces and are also sometimes available for rental to outside groups. All requests for use of these spaces should be directed to the Concert and Recording Services Manager.

Changing permanent schedules or room assignments: Faculty members must get permission from and notify the people indicated below of changes in their teaching schedule and room assignments (other than temporary or one-time changes). All changes are subject to space availability.

<table>
<thead>
<tr>
<th>Change of:</th>
<th>Needs permission of:</th>
<th>Faculty member must also notify:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Teacher’s lesson block</td>
<td>None</td>
<td>Front Office Manager and Schedule Coordinator</td>
</tr>
<tr>
<td>Conservatory class time</td>
<td>Dean (who will notify Registrar), Department Chair</td>
<td></td>
</tr>
<tr>
<td>Pickman Hall, Wolfinson Room, or Room N-1 rehearsal or concert time</td>
<td>Concert and Recording Services Manager</td>
<td></td>
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Teaching Non-Longy Students at Longy

Longy’s facilities are available only for instruction of students enrolled for study at Longy. Under no circumstances may Longy faculty use Longy facilities for instruction of any sort to students not registered at the School.

**Faculty Communications**

1. **Faculty Newsletter:** The Faculty Newsletter is emailed (or mailed upon request) on or about the 15th of each month. It contains announcements, deadlines, invitations, requests for information, etc. and is compiled by the Academic Affairs Office.
2. **Faculty meetings**: The full faculty generally is called to meet three times per year, typically in September, January, and May.
STAFF POLICIES, COMPENSATION AND BENEFITS
STAFF POLICIES, COMPENSATION AND BENEFITS

Full-time, Part-time and Temporary Staff Definitions

Full-time Staff Employees

Regular full-time staff employee positions require a minimum of 40 hours of work each week during regular business hours. As a part of those 40 hours, employees may take one hour each day for lunch and/or rest breaks. Employees working the 40 hours per week are entitled to all of the benefits described in this Handbook that apply to full-time staff employees. Faculty members do not fall under this definition.

Part-time Staff Employees

Part-time staff employees have positions that require less than 40 hours of work each week and are hired with this understanding by Longy School of Music of Bard College. Time allowed for lunch and/or rest breaks for part-time staff employees is decided upon a case-by-case basis between supervisor and employee at the time of hiring. Employees working less than 40 hours per week are entitled to all of the benefits described in this Handbook that apply to part-time staff employees. Faculty members do not fall under this definition.

Temporary Staff Employees

Temporary staff employees are hired to work on a particular short-term project or task. They perform routine tasks that usually require the direct supervision of a full-time or part-time staff employee. Temporary staff employees receive the standard employer’s matching contribution to Social Security and coverage under the School's Workers’ Compensation Insurance in addition to any other legally mandated benefits. An example of a temporary staff employee is a non-student hired to assist with data entry for a period of only a few days. Faculty members do not fall under this definition.
Administrative Staff

Members of the administrative staff are those Longy employees who hold non-Faculty positions at the School and are responsible for the numerous organizational tasks required to operate the School.

Senior Staff Employees

The Senior Staff is a subset of the Administrative Staff who meets, on a regular basis and as a group, with the President. Administrative policies outlined in this handbook apply to the Senior Staff unless an exception has been noted. At October 1, 2016, the Senior Staff is comprised of the following positions:

- President
- Dean of the Conservatory
- Director of Development
- Chief Financial Officer
- Chief Operating Officer

The President reserves the right to increase or decrease the membership of the Senior Staff at any time in his/her sole discretion.

Work Hours

Normal staff work hours are 9:00 a.m. to 5:00 p.m., Monday through Friday. Some Longy positions require different work hours in order to better meet the needs of the School.

Exempt and Non-Exempt Status

Longy maintains the following employment classifications so that employees may understand their employment status and benefit eligibility:

- Non-Exempt Employees. Non-Exempt employees are those employees whose job duties entitle them to overtime pay in accordance with applicable federal and state laws.

- Exempt Employees. Exempt Employees include managers, executives and other employees whose duties and responsibilities allow them to be “exempt” from overtime pay provisions. Exempt employees are paid on a salary basis and are not entitled to overtime pay.
Overtime

There are times when Longy will require employees to work in excess of forty (40) hours per week. (Non-exempt employees must obtain prior approval in writing from their supervisor before performing any overtime work.) When this becomes necessary, Non-Exempt employees will be paid overtime at time and one-half their regular hourly rate for all hours worked in excess of forty (40) hours in a given work week. Any Non-Exempt employees working on Sundays and certain holidays shall be paid time and one-half for all hours worked during that time, even if the employee has not worked more than forty (40) hours during the workweek. Holidays, vacation, sick, and personal time are not included in any overtime calculations. Exempt Employees do not receive overtime for working more than forty (40) hours in a given week.

Compensation

Paychecks

Paychecks will be issued on a bi-weekly basis.

Direct Deposit—Employees may deposit their paychecks directly into a personal bank account. This service may be arranged through Longy's Business Office.

Salary information

There is no set policy or pay scale for establishing administrative salaries. In general, the School will take into consideration the following factors: employee's relevant work experience and/or education, competitive salaries for like work at similar institutions, years of service to Longy, past performance, and the School's administrative payroll budget as approved annually by the Board of Trustees of Longy School of Music of Bard College.

Staff Hiring

The President must approve the creation of new staff positions, or the refilling of positions left vacant. Vacant positions will be posted internally and advertised outside the School as necessary for all interested and qualified persons to apply.
Holidays

Longy staff will observe and be paid for the following twelve (12) holidays:

New Year’s Day, Martin Luther King Day, Presidents Day, Patriots Day, Memorial Day, Fourth of July, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving, and Christmas Day

Occasionally, employees may be required to work on designated holidays. Non-exempt employees who are required to work will be paid time and one-half for all hours worked. Part-time employees will be paid for any regularly scheduled hours which fall on a holiday.

Open Paid Time Off Policy

(1) This Open Paid Time Off (“OPTO”) policy applies to non-faculty member employees of the Longy School of Music of Bard College (“Longy” or the “School”) who have completed their first 90 days of employment.

(2) Longy uses OPTO, which affords employees the flexibility to take time off for vacations, illness, and for personal reasons (other than formal and authorized unpaid leaves of absence). The School does not track or limit employees’ OPTO. OPTO is not earned or accrued. Therefore, at the time of separation of employment, employees will not receive payment for OPTO.

(3) Employees may use OPTO for any reason. In particular, and in compliance with the Massachusetts Earned Sick Time Law, the California Paid Sick Leave Law, and the Los Angeles Sick Leave Ordinance, an employee may use OPTO to: (a) care for his/her child, spouse, parent, parent of a spouse, registered domestic partner, grandchild, grandparent, or sibling who is suffering from a physical or mental illness, injury, or medical condition that requires home care, professional medical diagnosis or care, or preventative medical care; (b) care for his/her own physical or mental illness, injury, or medical condition that requires home care, professional medical diagnosis or care, or preventative medical care; (c) attend his/her routine medical appointment or a routine medical appointment for the employee’s child, spouse, parent, or parent of spouse; (d) address the psychological,
physical or legal effects of domestic violence, sexual assault or stalking; or (e) travel to and from an appointment, a pharmacy, or other location related to the purpose for which the employee is taking the leave (collectively, “Sick Leave OPTO”). The use of OPTO for purposes other than Sick Leave OPTO is referred to herein as “Non-Sick Leave OPTO.”

(4) Longy expects each employee to exercise good judgment and discretion in scheduling and using OPTO during the course of the year, and in how much OPTO is taken. Employees generally may not take more than ten (10) consecutive days of OPTO without prior approval from the School. If Longy believes any employee is abusing, inappropriately taking advantage of, or engaging in any fraud or misrepresentations regarding the OPTO policy, the employee may be subject to discipline, up to and including termination of employment. In addition, if an employee’s work performance is inadequate due to excessive use of Non-Sick Leave OPTO, the employee may be subject to discipline, up to and including termination of employment. Longy will not take any adverse employment action against an employee for the proper and responsible use of the School’s OPTO practice.

(5) Longy may deny or limit Non-Sick Leave OPTO, including when it may be taken, based on the School’s operational needs, scheduling, and staffing. Non-Sick Leave OPTO is subject to approval by the employee’s supervisor and must be scheduled as far in advance as possible. Employees are encouraged to speak with their individual supervisors regarding the appropriate amount of notice that is expected. Before taking Non-Sick Leave OPTO, employees must complete any assignments and must work with their respective supervisors to ensure that all pending projects, issues or open matters for which the employees are responsible are covered during their Non-Sick Leave OPTO. Employees must also prepare any necessary and applicable documents, plans, and instructions to ensure completion of or assignments, projects, matters or issues before and during their Non-Sick Leave OPTO. Non-exempt employees must also discuss the potential impact of their Non-Sick Leave OPTO on their respective workloads both before and after the OPTO period and obtain approval for any resulting overtime. Longy recognizes that employees may need to take Non-Sick Leave OPTO for unexpected emergencies or under unexpected circumstances, in which cases employees are to provide
notice as soon as practicable. Longy will make a reasonable effort to accommodate such unexpected Non-Sick Leave OPTO requests.

(6) Sick Leave OPTO may be used for full or partial day absences. The smallest amount of Sick Leave OPTO that an employee can take is one hour.

(7) Employees must notify Longy before they use Sick Leave OPTO, except in an emergency. Proper notification consists of a phone call or email to their supervisor or Human Resources before the employee’s regular starting time and as far in advance of the starting time as is practicable under the circumstances. Employees are responsible for speaking directly with their supervisor or Human Resources when using Sick Leave OPTO. If an employee must leave a voicemail message due to emergency, the employee must follow up with a phone call or email later that day. When the use of Sick Leave OPTO is pre-scheduled or foreseeable, employees must provide their supervisor or Human Resources at least seven (7) days’ advance notice by following the reporting requirements described above, except where the employee learns of the need to use Sick Leave OPTO within a shorter period. If an employee’s need for the use of Sick Leave OPTO is unforeseeable, the employee must report this need to the School in accordance with the reporting requirements described above, or in any event, as soon as is practicable under the circumstances.

(8) Employees must submit written certification from a medical professional to verify the need for Sick Leave OPTO if such employee’s use of Sick Leave OPTO (a) exceeds twenty-four (24) consecutively scheduled work hours, (b) exceeds three (3) consecutive days on which the employee was scheduled to work, (c) occurs within two (2) weeks prior to the employee’s final scheduled day of work before termination of employment, or (d) occurs after four (4) unforeseeable and undocumented absences within a three (3)-month period. Employees may be required to submit personal written verification that they have used Sick Leave OPTO for allowable purposes after using any amount of Sick Leave OPTO. If an employee is committing fraud or abuse by engaging in an activity that is not consistent with allowable purposes for sick Leave OPTO described hereunder, then the employee will be subject to discipline, up to and including termination of employment.
Subject to applicable laws, eligible employees that take any leaves of absence that are protected under the FMLA (or equivalent/similar state laws including California's Pregnancy Disability Leave Law and Massachusetts' Parental Leave Law), USERRA (or equivalent/similar state laws), or ADA (or equivalent/similar state laws) may apply a maximum of twelve (12) weeks of OPTO during the leave of absence period. Please note, however, that the use of OPTO during a protected leave of absence does not extend any applicable leave period. Subject to applicable laws, Longy reserves the right to seek reimbursement for up to four (4) weeks of paid leave where an employee voluntarily terminates his or her employment within 90 days of returning to work following the protected leave period.

This OPTO Policy specifically replaces, terminates and supersedes any other Longy agreement, offer letter, policy, program, or practice related to paid time off, vacation time, sick time or paid personal leave. To the extent there are any inconsistencies between the subject matter of this OPTO policy and the same subject matter in other Longy policies, this OPTO policy will govern the applicable issue.

**Longy’s December Break**

All Longy staff are eligible to take the School's December Break, which is usually five (5) working days or more during which the School is closed. All employees, regardless of the start date of their employment or any waiting periods applicable to any Longy leave provisions, may take the December Break. If an employee works over the December Break, he or she may not take these days at another time. The December Break is not a grant of vacation days or a guarantee of leave. Accordingly, if the employee leaves the employ of Longy School of Music of Bard College, he or she will not receive remuneration for any days worked during the December Break.

**Attendance and Punctuality**

Employees are expected to work their assigned hours. In general, the administrative workweek is Monday Friday, 9:00 a.m.-5:00 p.m., though quite often varying or extended hours are required. Certain staff positions require different schedules in order to accommodate the needs of the School.
Staff members who are going to be late or absent should notify their direct supervisor as soon as possible of their situation and anticipated time of arrival.

Absent a physical or mental incapacity to do so or to arrange for same, and subject to applicable laws, a staff member who is absent three (3) consecutive workdays and who has not contacted the School during that period is considered to have voluntarily abandoned his or her position. The School will send a registered letter, return receipt requested, to the employee's last known address notifying him/her that the position has been declared abandoned. The employee may be given three (3) working days from the date of the letter to contact the School before the position is declared vacant and a search for a replacement initiated.

**Staff Performance Evaluations**

**Annual Review**

Longy will strive to review the work performance of individual staff members annually. The employee's direct supervisor will make a written evaluation, accompanied by a face-to-face meeting. Depending on the circumstances, these evaluations may include, but are not limited to, such things as: strong points of past performance, points of past performance that may need improvement, and goals/projects to be completed in the coming year. Written evaluations will be signed by the employee, the employee's direct supervisor and the supervisor’s supervisor. The employee's signature does not necessarily constitute agreement with the evaluation but only that he or she has seen and read the evaluation.

**On-going Communication**

Attendance, punctuality and compliance with appropriate conduct guidelines as well as job performance are reviewed in an ongoing informal manner orally as well as in the formal manner listed above. The employee and supervisor and/or Human Resources may meet any number of times per year for an informal conversation on various points of performance.

**Resignation**

Although staff employment at Longy is at-will, an employee leaving Longy service is asked to provide Human Resources and immediate supervisor with
thirty (30) days written notice of intent to leave employment at Longy. Additionally, departing employees will be asked to:

- Develop, with the President or the employee's immediate supervisor, steps for providing an orderly transition including plans to complete assigned projects and tasks.
- Relinquish and return all Longy property including equipment, assigned keys, ID card, corporate credit cards, records, etc.
- Return all borrowed books from the Bakalar Library.
- Clear any debts to Longy and present any outstanding requests for reimbursement to Longy.

**Outside Employment**

If a staff member is asked by an unrelated third party to do re-occurring related work outside the office, such as speaking, consulting, or teaching, prior approval must be obtained from the employee's direct supervisor. If a conflict of interest is presented, or other issues arise, the outside work may not be permitted. Payment for this kind of work may be retained by the employee. Longy will not, however, pay for expenses or time related to such work and School property may not be used. Approved activities must not interfere with the employee's work for Longy.

**Reimbursements and Purchases**

**Travel**

Expenses for approved travel over 25 miles in total distance for Longy business purposes may be reimbursed by the School. Expenses in excess of $300 must be approved in advance in writing by the Chief Financial Officer; requests that are not pre-approved or not deemed a Longy obligation are the responsibility of the traveler. Check request forms for reimbursement must be completed in ink and must be accompanied by receipts for tolls, airline tickets, hotel bills, etc. Employees will be reimbursed at the current federal rate for mileage driven on Longy business to destinations further than 30 miles from campus. Requests for mileage driven must state destination, number of miles, date and applicable project or reason for expense. Reimbursement forms must be completed in ink and approved by the department manager. Receipts are critical to post-trip expense reporting and reimbursement. Travelers must keep itemized receipts for any business
expense greater than $75. Travelers must keep itemized receipts for air and rail fares, hotel costs, and car rentals, regardless of cost.

**Purchases**

All purchases in excess of $500 must have prior approval in the form of a purchase order signed by the Director of Finance or by other authorized personnel. Please consult with the Director of Finance to determine the authorization needed for expenses to various Longy accounts. Authorized purchases will be reimbursed only upon presentation of a receipt.

**Corporate Credit Cards**

An employee of Longy who possesses a corporate credit card may use it to purchase business-related goods and services at any merchant that honors the card. Possession of this card is considered a responsibility and should not be misused or mismanaged in any regard. The card may not be used for personal expenses. For purchases over $500, prior approval must be obtained from the cardholder’s supervisor and from the Director of Finance.
BENEFITS AVAILABLE TO ALL LONGY EMPLOYEES
BENEFITS AVAILABLE TO ALL LONGY EMPLOYEES

The following sections provide general information about each benefit. The School reserves the right to modify, revoke, or cease any and all benefits that are not required by law, subject to its obligations under the CBA and applicable law. To the extent possible, advance notice of any such changes will be provided. Additionally, note that the sections on insurance policies below provide general information only. For more detailed information, please refer to the applicable Plan Document or Summary Plan Description. Should any conflict arise between the terms presented in this Handbook and the terms of the Plan Documents, the Plan Documents will prevail. Copies of these documents may be requested from the Human Resources Office.

Group Health Insurance Program

Eligible employees:
- Faculty members with full-time or modified full-time status.
- Administrative staff members working 20 or more hours per week.

Eligible employees may choose to enroll in Longy’s group health insurance plan. Longy’s current health insurance is through United Health Care. Longy makes a contribution to offset the premium cost, with the remaining balance withheld on a pre-tax basis from the employee’s paycheck.

Longy’s contribution currently is as follows:

<table>
<thead>
<tr>
<th>Description</th>
<th>Longy Contribution</th>
</tr>
</thead>
<tbody>
<tr>
<td>Faculty members with 18+ benefit units per week</td>
<td>80% of the Individual premium</td>
</tr>
<tr>
<td>Faculty members with 15-18 benefit units per week</td>
<td>40% of the Individual premium</td>
</tr>
<tr>
<td>Administrative staff working 30+ hours per week</td>
<td>80% of the Individual premium</td>
</tr>
<tr>
<td>Administrative staff working 20-30 hours per week</td>
<td>40% of the individual premium</td>
</tr>
</tbody>
</table>

Eligible employees may also arrange for health insurance for his/her immediate family (spouse, domestic partner, and/or children). The employee must pay the difference between Longy’s contribution and the cost of the additional coverage.
Subject to its obligations under the CBA and applicable law, Longy reserves the right to change, at any time, the group health insurance provider or the percentage of individual premiums paid. To the extent possible, the School will strive to provide a minimum of two months’ notice to all participating employees in the event of such a change. For more information on the group health insurance program or current rates, please contact Human Resources.

**Faculty**

Qualifying faculty members who decide to enroll in the health program may do so only during the School’s open enrollment period in June of each year. Faculty members must maintain the required minimum number of weekly benefit units in order to remain eligible for the program from one year to the next. The School provides a “grace period” during which a faculty member, whose units have fallen below the required minimum, may continue to receive the School’s lower-level contribution toward health insurance for one plan year. During that one-year grace period, the faculty member must raise his/her units to the qualifying level to continue to be eligible for the program in the subsequent year.

**Administrative Staff**

New employees who decide to enroll in the health program may do so at the time of hire. All other employees and qualifying dependents can only be added during the School’s open enrollment period in June of each year, or at the time of a qualifying event as defined by the benefits brokerage company.

**Continuing Group Health Insurance Coverage – COBRA**

Under the Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA), Longy provides continued health benefits for covered employees and family members for up to eighteen months after the termination of employment. Employees also receive continued coverage if their work hours are reduced and such reduction in hours results in the loss of eligibility in Longy’s group health plan. In addition, COBRA provides for up to twenty-nine months of continuation coverage for employees who are determined to be disabled under the Social Security Act at the time of their termination or reduction in hours occurs. An employee has sixty days after the date of termination or reduction in hours to designate COBRA coverage and if elected, the
employee will be invoiced monthly for the amount of the full monthly premium. COBRA conversion forms are available in Human Resources.

**Supplemental Retirement Annuity**

As a nonprofit educational institution, Longy currently offers its employees options for tax-deferred investment in a defined contribution retirement 403(b) plan. The 403(b) plan allows employees to invest money in tax-deferred retirement accounts (currently provided through TIAA). All employees may make voluntary contributions to their accounts. Longy also may make employer contributions for certain eligible employees in its sole discretion from time to time, subject to its obligations under the CBA and applicable law.

403(b) program participation is subject to important federal and tax regulations, including penalties for early withdrawals. 403(b) plans are also subject to the risks associated with any investment vehicle. Each employee is responsible for understanding relevant 403(b) government regulations and investment risks. Employees should seek certified tax and investment counsel as needed prior to making investment decisions. Longy does not provide tax or investment consultation.

Please see the Human Resources Office for the information on the current 403(b) plans and to set up an account and your salary withholdings.

**Voluntary Employee Contributions**

Eligible employees:

- Full time administrative staff
- Part time administrative staff
- Faculty members

Eligible employees may contribute to the 403(b) plan they have selected on a salary-withholding basis, subject to the limitations set by the federal government. An employee may begin to make regular contributions through salary withholding to their individual 403(b) account at any time during his/her employment at Longy.
**Long-Term Disability**

Eligible employees:

- Faculty members with 15 or more benefit units.
- Administrative staff members working more than 15 hours per week.

Detailed information on the School’s eligibility requirements, coverage, and plan may be obtained from Human Resources. Faculty members must maintain the required minimum number of weekly benefit units in order to remain eligible for the program from one year to the next. For more details on eligibility and possible restrictions, please see the Human Resources Office.

**Workers’ Compensation Insurance**

All Longy employees are covered by Workers Compensation Insurance. This program generally covers any injury or illness sustained in the course of employment that requires medical, surgical, or hospital treatment. Subject to applicable legal requirements, workers’ compensation insurance provides benefits after a short waiting period or immediately if the employee is hospitalized. A copy of the Workers’ Compensation policy may be requested in writing of the Human Resources Office at any time.

**Flexible Spending Account (FSA) program**

Eligible employees:

- Faculty members with 3 or more benefit units.
- All Administrative staff.

The FSA program allows you to specify an amount to be withheld from your paychecks on a pre-tax basis which can be used for qualifying medical or dental out-of-pocket expenditures for you or your dependents. The maximum amount that can be withheld in a plan year (as of July 1, 2019) is $2700.

The FSA program also allows you to specify an amount to be withheld from your paychecks on a pre-tax basis which you can use for dependent care expenses. The maximum amount that can be withheld for dependent care
(as of July 1, 2019) is $2700 in a plan year for individual tax filers, or $5,000 in a plan year for joint tax filers (combined).

Open enrollment for the FSA program generally takes place in June. Employees can carry over up to $500 of unused funds to the following plan year. More detailed information and enrollment forms are available from Human Resources.

**Qualified Transportation Expense (QTE) program**

Eligible employees:

- All employees.

The QTE program allows you to specify an amount to be withheld from your paychecks on a pre-tax basis, which you can use for your commuting expenses such as mass transit (e.g., T-passes) and parking. Open enrollment for the QTE plan takes place monthly. More detailed information and enrollment forms are available from Human Resources.

**Group Dental Insurance**

Eligible employees:

- Faculty members with 15 or more benefit units.
- Administrative staff members working more than 15 hours per week.

Longy makes no contribution to offset the premium cost. The total premium is withheld on a pre-tax basis from the employee’s monthly paycheck. Qualifying employees who decide to enroll in the dental program may do so only during the School’s open enrollment period, which currently occurs in June of each year. Qualifying employees may also arrange for dental insurance for their immediate family (spouse, domestic partner, and/or children). Faculty members must maintain the required minimum number of weekly benefit units in order to remain eligible for the program from one year to the next.

Longy reserves the right to change the group dental insurance provider at any time; a minimum of two months’ notice will be provided to all participating employees in the event of such a change. Please contact
Human Resources for current rates and information on the group dental insurance program.

**Tuition Discount**

Longy employees may receive discounted tuition rates for offerings of Longy School of Music of Bard College.

- **Private lessons:** Employees who are enrolled in a degree or diploma program and who are studying privately with a Longy faculty member receive a 40% discount on the tuition price.

- **Classes, workshops, chamber music, small and large ensembles:** Employees currently may enroll in these on a non-credit basis at no charge as long as the minimum enrollment number has been met and the instructor has granted permission.

- **Classroom instruction for credit:** Employees may enroll in classes for credit at no charge as long as the minimum enrollment number has been met. Any Longy employee interested in pursuing a Longy degree or diploma must follow all normal admissions policies and procedures, be formally admitted, and pay all fees in full.

Immediate family of Longy employees currently receive discounted tuition rates for offerings of Longy School of Music of Bard College. For the purposes of Longy tuition discounts, immediate family members include spouse, domestic partner, and children.

- **Private lessons, chamber music, and small ensembles:** Immediate family members who are enrolled in a degree or diploma program and who are studying privately with a Longy faculty member currently receive a 40% discount on the tuition price.

- **Classes, workshops, and large ensembles:** Immediate family members currently may enroll in classes and workshops on a non-credit basis at no charge as long as the minimum enrollment number has been met and the instructor has granted permission.

- **Classroom instruction and workshops for credit:** Immediate family members currently receive a 15% discount on the price of tuition for classes and workshops taken for credit. All fees apply. Any immediate
family member interested in pursuing a Longy degree or diploma must follow all normal admissions policies and procedures, be formally admitted, and pay all fees in full.

**Concert Tickets**

Longy employees are encouraged to attend concerts/events at the School. Whenever possible, free tickets/admission to events for Longy employees will be offered. Whenever possible, this benefit will also be extended to any one guest accompanying the employee. There are occasional concerts, however, such as benefit or sold-out events, for which these privileges may not apply. The Institutional Advancement Office will attempt to inform the Longy community of those events for which free concert tickets may not be available.
ACKNOWLEDGMENT

I, ___________________________________________

Employee’s Name (please print)

have received a copy of Longy School of Music of Bard College's Employee Handbook.

I understand and acknowledge that I am responsible for reading the policies and procedures described in this Handbook.

I also understand that the policies and procedures described in this Handbook are not all inclusive, and that I am responsible for asking Human Resources for additional information as it is needed.

I understand that this Handbook has been prepared for my general information and is not intended to create any contractual rights or other legal obligations by the School. I also understand that, unless otherwise stated in a written contract (such as the CBA) or individual employment agreement, the nature of the employment relationship is “at-will,” which means that either the School or I may choose to terminate the employment relationship at any time, for any reason, and with or without advance notice. I also understand that unless limited by provisions of the CBA, the School reserves the right to resolve individually each employment issue that arises, as well as the right to modify, add or delete any of the provisions in this Handbook at its own discretion without further notice, except as explicitly constrained by the CBA and/or applicable law.

________________________
[Employee’s Signature]

________________________
Date