

**Longy School of Music  
Faculty Contract**

2010 - 2013

## Table of Contents

<u>Article</u>	<u>Title</u>	<u>Page</u>
	Preamble	4
1	Recognition	4
2	Consultation and Communication	4
3	Academic Freedom	4
4	Intellectual Property Rights	6
5	Non-Discrimination	6
6	Just Cause	6
7	Maintenance of Standards	6
8	Union Rights and Visitation	7
9	Use of School Equipment	7
10	Union Membership	7
11	Grievance Procedure	8
12	Handling of New Issues	10
13	Layoffs and Recall	10
14	Hiring Procedures and Posting	11
15	Initial Faculty Appointment Letters and Annual Contracts	13
16	Personnel File	14
17	Student Evaluations	14
18	Teaching Observation and Evaluation	16
19	Student Recruitment and Retention	19
20	Yeshiva Decision and Participation in Committees	19
21	Health and Safety	20
22	Faculty to Staff Communications	21
23	Teaching Assignments	21
24	Divisional Assignments	25
25	Classroom and Studio Maintenance	25
26	Scheduling of Rooms for Studio and Classroom Teaching and Coaching	26
27	Spaces for Faculty Use	29
28	New and/or Additional Facilities and Locations	29
29	Parking	30
30	Leaves of Absence	31
31	Faculty Professional Development	37
32	Benefits	38
33	Faculty Compensation	45
34	Savings Clause	51
35	Modification	51
36	Successorship	52
37	No Strike/No Lockout	52
38	Duration of Contract	53

**Preamble**

This agreement is made by and between the Longy School of Music, hereinafter referred to as the “Employer” or “School” and the Longy Chapter of the American Federation of Teachers, Massachusetts, (AFT MA, AFL-CIO), hereinafter referred to as the “Union”.

**Article 1. Recognition**

1.1 The Employer recognizes the Union as the exclusive bargaining representative of the unit defined in the Certification of Representation issued by the National Labor Relations Board on February 1, 2010 in Case No. 1-RC-22381 as:

1.2 All faculty who have a weekly average of at least three benefit units in one of the last two fiscal years, excluding all other employees, visiting faculty, administrators, confidential employees, office clerical employees, managers, guards and supervisors as defined in the Act.

**Article 2. Consultation and Communication**

The Employer and the Union may schedule meetings upon mutual agreement to discuss mutually agreed upon matters relating to wages, hours and working conditions.

**Article 3. Academic Freedom**

3.1 Faculty members are entitled to the right of full freedom of expression in the classroom and other educational settings within the School. In addition, they are entitled to full freedom of expression in the performance of research, promotional marketing, and in the publication of the results of such research. Faculty members should make every effort to be accurate in their statements, to respect the rights of others to express their opinions, and to indicate that they are not spokespersons for the School unless so designated by an officer of the School.

3.2 A bargaining unit member shall not be disciplined or deprived of any professional advantage for exercising his/her rights to academic freedom as set forth in this Article or as protected under the First Amendment of the United States Constitution.

**Article 4. Intellectual Property Rights**

4.1 All bargaining unit members of The Longy School of Music shall retain the intellectual property rights and/or copyright to any works they produce in developing and teaching their courses or on their personal time except works covered by a specific, individually negotiated contract between a faculty member and the School. Intellectual property includes works of authorship, inventions and discoveries that may be subject to protection by patents, copyrights, trademarks and trade secrets. The School retains the right to use all course titles and numbers.

**4.2 Regarding Recordings made at Longy**

A. Except as cited below, Faculty authorize the Longy School of Music and those acting on its behalf, free of charge, for archival purposes only: record participation and appearance in any official Longy school recitals, concerts and performances on video media, audio media, film, photograph or any other medium record work, including musical compositions on video media, audio media, film, photograph or any other medium exhibit or distribute such archival recordings exclusively for self-study purposes.

B. Faculty agree that, for any concert that is recorded, aside from Faculty Artist recitals:  
One copy of the recording will be archived in the Concert Office  
One copy of the recording will be available for in-house use in the Library  
One copy of the recording will be given to performers (upon request)

C. The Longy School of Music must receive additional permission from Faculty to use, exhibit or distribute recordings in any manner differing from the terms outlined in this agreement such as:

1. Any use of media for non-educational purposes (promotional, etc.)
2. Any commercial use of media

D. In the case of faculty artist recitals, recordings made in Longy's venues are the sole responsibility of that faculty member and they are responsible for any compensation or considerations that are required by the American Federation of Musicians.

**4.3 Regarding Recordings made at Longy, AFM concordance**

A. The Longy School of Music recognizes many of its Faculty are Members in good standing of the American Federation of Musicians. Longy respects the integrity of the intellectual property of its member musicians. In agreement with the spirit of these unique protections, Longy agrees to abide by the following conditions applicable to AFM members:

1. With the exception of the specific limited uses stipulated in the foregoing, no service or any part thereof shall be recorded, reproduced or transmitted in any manner or by any means, in the absence of a specific written agreement with the AFM or Local relating to and permitting such recordings.

2. If in the event Longy releases materials to a Faculty member and consequently it is determined that an unauthorized use has occurred, Longy may hold the Faculty member liable for wages and benefits to which AFM musicians participating in said electronic media product are entitled under the terms of the appropriate AFM Electronic Media Agreement.

**Article 5. Non-Discrimination**

5.1 The Employer and the Union shall not discriminate against any member of the

bargaining unit or against any applicant for employment therein on the basis of race, age, national origin, ancestry, citizenship, religion, creed, marital status, veteran status, sexual identity, sexual orientation, mental or physical disability, or any protected status or characteristic without limitation including hiring, promotion, selection for training opportunities, wage and salary administration, and the application of benefits plans and School policies.

5.2 It is the policy of the School to encourage employee participation in the collective bargaining process, and to work in partnership with the union. The School is committed to providing a safe and secure atmosphere in which all employees are able to participate in the collective bargaining process through their union without fear of intimidation or retaliation. The School will not accept or tolerate any threatening, harassing, retaliating or intimidating behavior directed towards the Union, any member of its leadership or bargaining team, or any of its members on the basis of their concerted activity. The School encourages union members and leaders to report, through the appropriate channel, any such behavior immediately, and agrees to take prompt action to stop and prevent any such behavior from occurring.

#### **Article 6. Just Cause**

No faculty member shall be disciplined, including but not limited to, reprimand, demotion, reduction in full-time equivalency, suspension or dismissal without just cause.

#### **Article 7. Maintenance of Standards**

All benefits and practices (except as herein modified, amended or cancelled) in existence on the date of the signing of the Agreement shall be continued.

#### **ARTICLE 8. Union Rights and Visitation**

8.1. The Union shall have the right to conduct official business at the School, provided that reasonable advance notice is given to the President or his/her designee and there is no interference with the normal operations of the School

8.2 The Union shall have the right to use School buildings at all reasonable hours for meetings and other official business, provided there is no interference with the normal operations of the School, and that advance notice is given to the School to the President or his/her designee.

8.3. The Union shall have the use of a Bulletin board for the publication of Union announcements. Such announcements shall not contain anything derogatory of the School or of any of its officers or employees.

8.4. The Union shall provide to the School, and keep updated, a list of its representatives.

8.5. A. Union representative may visit the School's premises for the purposes of Investigating working conditions or conferring with the employer or the employees,

provided that advance notice is given and there is no interference with the normal operations of the School. In the event of an emergency (i.e. where advance notice is not reasonably practical), advance notice shall not be required.

8.6. At the beginning of each academic term and, in any event, no later than seven (7) days thereafter, the School shall supply the president of the Union with a list of all those persons employed at the School who are members of the bargaining unit.

### **Article 9. Use of School Equipment**

Subject to the operating needs of the School, the Union shall have the right to use facilities, equipment and services of the School, including duplicating services, if such use is necessary to carry out its duty as exclusive bargaining representative so long as advance notice is given and permission is granted. Permission will not be unreasonably denied. The Union shall reimburse for the School for these costs.

### **Article 10. Union Membership**

10.1. The Longy Faculty Union acknowledges its duty to represent all Bargaining Unit faculty under this Agreement without regard to membership or participation in the Union.

10.2. Any faculty member who chooses not to join the Union shall not be required to join the Union. She/he shall so inform the Union in writing on or before the thirtieth day following the date of execution of this Agreement or the commencement of employment, whichever is later.

10.3. Except as otherwise provided in Section 2 of this Article, as a condition of continued employment, on or after the thirty-first day following the execution of this Agreement or the commencement of employment, whichever is later, all faculty members shall become members of the Union.

10.4. Any faculty member who elects not to join the Union shall be required to pay monthly, to the Union, an agency fee in the amount of that sum of money equal to the dues required to be paid by members of the Union.

10.5. Any faculty member who is not on administrative leave and who fails to maintain her/his membership in the Union or who fails to pay the required agency fee shall be discharged by the School following a written demand by the Union requesting her/his discharge, unless the employee tenders the delinquent amounts to the Union during the thirty-day period immediately following the School's receipt of such demand.

10.6. The School agrees to provide for payroll deduction of dues and agency service fees provided herein so long as the Union provides the School with a form signed by each employee voluntarily authorizing such deductions.

10.7. The Union agrees to indemnify the School and hold it harmless against any and all suits, claims, demands and liabilities for damages or other financial losses or penalties that may arise out of any action that might be taken by the School for the

purposes of complying with the provisions of this Article.

## **Article 11. Grievance Procedure**

11.1 The purpose of this Article is to establish a procedure for the orderly settlement of all complaints, disputes, controversies and grievances (collectively or individually called herein "grievances") arising between the Employer and the Union or any employee covered by this Agreement, where the grievance involves the interpretation, operation, application or performance of the terms of this Agreement. All such matters shall be handled as provided in this Article.

11.2. No grievance shall be considered unless it is presented in Step 1 within thirty days after the grievant has knowledge or reasonably should have known of the circumstances giving rise to the grievance.

Step 1. The aggrieved employee and/or the shop steward, if the aggrieved employee so desires, shall first present the grievance to the employee's immediate supervisor, who shall meet with the employee and/or the shop steward and/or the Union President within 7 working days of a request to discuss the grievance. If no settlement is reached, the immediate supervisor shall have 5 working days to prepare a written response.

Step 2. If the grievance is not resolved to the satisfaction of both parties in Step 1, the grievance shall be reduced to writing and presented to the Vice President of Academic Affairs or designated Employer representative within 7 working days of receiving the Step 1 written response. Within 5 working days after receiving the written grievance, the Employer representative shall confer with the Union representative and/or the shop steward and the grievant. If no settlement is reached, the Vice President of Academic Affairs or Employer representative shall have 5 working days to provide a written response.

Step 3. If the grievance is not settled to the satisfaction of both parties in Step 2, then the Union may submit such grievance to arbitration not later than fourteen (14) working days after receipt of the step 2 written response.

11.3 If a grievance is not filed in accordance with the time limits set forth in Steps 1, 2 and 3 above, it shall not be waived, but the Employer shall not be prejudiced monetarily by failure to observe such limits. In any event, all grievances shall be filed no later than the last day of the next academic term.

11.4 The grievance may be referred by either party to the American Arbitration Association (AAA) within Massachusetts for the selection of an arbitrator in accordance with the rules of the AAA, subject to the provisions of this Agreement. The parties shall share equally in the compensation and expenses of the arbitrator. The award of the arbitrator on any grievance properly submitted to him/her hereunder shall be final and binding upon the parties. The arbitrator shall have no power to add to, subtract from, amend, modify or alter any of the terms of this Agreement.

11.5 At any time during the grievance procedure, any party may request to submit the

dispute to a private mediator. If the other party agrees, then all time standards of this article are suspended until the employee or the employer removes the dispute to the provisions of this article. The parties shall share the fees and costs of mediation equally.

**Article 12. Handling of New Issues**

With respect to issues not covered by this Agreement which are mandatory subjects for collective bargaining, the School agrees it will make no changes without prior consultation and negotiation with the Union.

**Article 13. Layoffs and Recall**

13.1 Longy shall have the right, upon notice as indicated in Section B below to layoff faculty members only under the following two circumstances:

- A. A demonstrably bona-fide financial exigency, or
- B. As a result of a bona-fide formal discontinuance of a program or department of instruction.

13.2 Before sending notices of layoff due to either of the above conditions, consultation on the proposed layoff shall take place with the the Dean of Conservatory and/or Director of Community Programs, the Chairperson of any department or program affected, and the relevant curriculum committee person(s). Following the completion of the consultation process, there shall be a meeting with the Union upon reasonable notice, not to exceed two (2) weeks, to discuss and provide evidence of the rationale for and implementation of such layoff. At this meeting, the School shall provide the Union with a list of bargaining unit members designated for possible layoff along with their date of hire, department, and a list of all faculty teaching affected programs, courses, instruments, sections of courses, and students affected by the potential layoff.

13.3 Resulting reductions and layoffs of faculty, will be made by the following criteria within instrument or teaching discipline within a particular division of the School in order of priority:

- A. Volunteers
- B. Those having the least benefit units, calculated based on the maximum benefit unit amount in either of the previous two fiscal years.
- C. Years of service to the institution

13.4 In no case shall a faculty member with any private student(s) currently in a diploma or degree program be laid off prior to the student(s) completing his/her diploma or degree.

13.5 Except in cases of emergency, notice of layoffs to be implemented in the fall semester shall be given no later than January 15 and for spring semester or summer term eight months notice will be given.

13.6 Recall: In the event that there are laid off faculty, such faculty will be recalled to

his/her same or similar position, before any additional faculty (including any visiting faculty) are hired, in order of priority:

- A. Those having chosen voluntary layoff wishing to return
- B. Those having the most benefit units, using the maximum benefit unit amount in either of the previous two fiscal years prior to layoff
- C. Years of service to the institution

**Article 14. Hiring Procedures and Posting**

14.1 In accordance with Article 20, Yeshiva Decision and Participation in Committees, the Union and School recognize that the hiring process herein utilizes committees that are advisory and that hiring decisions are made by the administration.

A. The School shall post on the faculty bulletin board and via the web site, newsletter and email to all faculty members all vacancies or new faculty positions for six weeks internally allowing interested and qualified internal applicants to apply and be considered before the position is advertised externally.

B. A current bargaining unit employee shall be given preference in filling a faculty position so long as the School determines that s/he is qualified to perform the work.

14.2 For any faculty member who received a non-renewal letter including by emerita status, by the School in March of 2010 for the 2010/2011 year, and subsequent faculty who are non-renewed or laid off not for just cause, the School agrees that prior to internal or external posting of vacancies or new positions that these formerly non-renewed, laid off faculty shall be recalled to active employment on the same or similar basis they held prior to their non-renewal. This shall apply to all available openings for which the non-renewed faculty member is qualified provided said members have not been reinstated through another process.

14.3 For any faculty member who will suffer a loss of income as a result of their re-assignment in March 2010 for the 2010/2011 year, and subsequent faculty who may lose income as a result of re-assignment not for just cause, the School agrees that prior to internal or external posting of vacancies or new positions that these formerly reassigned faculty shall be restored to employment on the same or similar basis prior to their re-assignment. This shall apply to all available openings for which the re-assigned faculty member is qualified that have not otherwise been filled by non-renewed faculty provided said members have not been reinstated to their former assignment through another process.

14.4 No work currently performed by bargaining unit members shall be assigned to students.

14.5 Consistent with practices in effect in October 2009, hiring and appointment procedures to the bargaining unit (new, replacement or following) shall be as follows.

A. The idea or assertion of a need to hire a faculty member, visiting faculty or any person who will instruct or assist an instructor may come from any source and will be submitted to the President. Sources could be, but are not limited to, an individual faculty member, Department/Program Chair, Dean of the Conservatory (“Dean”), Director of Community Programs (“CP Director”), or the President.

B. The President, Dean, or CP Director will seek advice of the relevant Department Chairs(s), faculty of the same instrument and closely related instruments, and administrators regarding the need to hire, before the decision is made by the President whether or not to authorize the search.

C. Once a search has been authorized, a search committee will be formed comprised of the Department Chair (who will chair the committee), up to three faculty members, including faculty of the same instrument and closely related instruments, appointed by the Dean or CP Director, in consultation with the Department Chair, and (ex officio) the appropriate Dean(s) or CP Director.

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

E. The school shall post on the faculty bulletin board and via the website, newsletter, and email to all faculty members all vacancies or new faculty positions for six weeks internally, allowing interested and qualified internal applicants to apply and be considered before the position is advertised externally.

F. A current bargaining unit employee shall be given preference in filling a faculty position so long as the school determines that s/he is qualified to perform the work.

G. If no qualified internal bargaining unit applicant is found, the opening may also be advertised externally, as determined by the President, in consultation with the Dean or CP Director.

H. Visiting appointments are subject to the same procedures as regular (new and replacement) appointments.

I. Regular and visiting faculty appointments are defined as follows: Regular appointments are defined as those that result from a search and that are made in connection with a regular and ongoing teaching assignment; such appointments also result in the faculty member being a member of one of the established departments. Visiting appointments are made for a one-time need with no commitment to the faculty member that the teaching assignment will extend beyond the semester or the year. Visiting appointments will not exceed two academic years.

J. Throughout the process, efforts will be made to solicit faculty input, especially from faculty of the same and closely related instruments.

## **Article 15. Article Initial Faculty Appointment Letters and Annual Contracts**

15.1 Initial Faculty Appointment Letters: The Director of Human Resources will send the faculty candidate an appointment letter that will include a description of duties, expectations regarding work load when appropriate, departmental and divisional assignments, initial base hourly rate based on years of professional teaching experience (level 1: 1-8 years; level 2: 7-14 years; level 3: 13-20 years; level 4: 19 years and above), and other professional qualifications. Faculty members will sign two copies of these letters and return one to the President by the deadline stated in the letter.

15.2 Annual Contracts: All faculty members will receive annual contracts by July 15 and summer term contracts by January 30 for summer activity not included in the annual contract. Contracts will include the faculty member's description of duties, expectations regarding work load when appropriate, minimum and maximum enrollments for classes and ensembles, departmental and divisional assignments, years of professional teaching experience, their Teaching Observation and Evaluation year, Compensation Increase Petition year, and base hourly rate, which will in turn flow through to all other pay amounts according to the compensation ratio system for all duties during the next academic year and summer term. Faculty members will sign two copies of these agreements and return one to the Director of Human Resources within thirty days of issuance. A signed contract must be on file for Longy to make payment to faculty members for services rendered. In the same mailing, the School will also provide a comparison chart of Base Hourly Rates along with Median Years of Professional Teaching Experience for the previous fiscal year.

15.3 Termination of Annual Contracts: Termination of services through non-issuance of an annual contract of a faculty member may be made only for just cause, voluntary resignation, retirement, or layoff.

## **Article 16. Personnel File**

16.1 Personnel files shall contain information relevant to each employee's work at Longy including factual information such as salary history, performance evaluations performed as specified in this agreement, and benefit coverage, but excluding any anonymously authored documents. Employees may, upon written request and during normal business hours, review, copy, and initial any and all documents in their personnel file. Employees should direct any such request to the Director of Human Resources. The originals of any documents contained in the personnel file will not be allowed to leave the office, except as required by judicial proceedings, arbitration hearings, or other procedures that require original documents exclusively. If there is a disagreement between Longy and an employee concerning any information contained in their personnel file, the employee may submit a written statement explaining the employee's position, and the statement shall be contained in the personnel file.

16.2 When an employee goes to the office to review, copy or initial documents pursuant to the procedure in (1) above, he/she shall have the right to do so with or without a Union representative present.

16.3 All materials in the personnel file of an employee shall be kept confidential by the administration and will not be subject to publication by the administration. The

information contained therein will be used by the administration only for management purposes in the normal operation of the business as limited by the management rights specifically granted in this agreement.

## **Article 17. Student Evaluations**

17.1 The School and the Union agree that student evaluation of faculty is an important facet of the academic process and student-faculty communication. It is also an opportunity for faculty to consider the quality of education from students' points-of-view. In keeping with this spirit, student evaluations shall primarily be a tool for faculty to self-evaluate their teaching performance. Faculty members may seek feedback from students on an ongoing basis, both verbal and written, during the semester at their own discretion. If a student provides evaluative information to the School outside of the regular, end-of-semester written Student Evaluation process, the School shall convey this information to the faculty member and encourage the student and/or parent and teacher to work together to address the concerns.

17.2 The School will follow the procedure below for collection and examination of student evaluations:

A. Conservatory and Continuing Studies course evaluation forms will be distributed to faculty members one month before the end of each semester. Faculty members shall inform the Dean of any courses ending before the last regular week of classes. Summer course evaluations will be distributed within the first two weeks of the summer term. Each teacher will distribute the forms to students during an appropriate class time and leave the room to allow students full privacy. A student selected by the instructor will collect the forms, seal them in an envelope, and return them directly to the Dean of Conservatory or Director of Community Programs as appropriate. Instructions will be provided to the students noting the proper collection procedure, as well as the faculty member's right of access to the evaluation forms.

B. Conservatory lesson evaluation forms will be distributed by the School to students' mailboxes one month before the end of the semester. Faculty members should inform the Dean of Conservatory of any private lessons ending before the end of the semester. Students will return completed forms to the Dean of Conservatory.

C. Evaluation forms for Continuing Studies lessons and Preparatory classes, ensembles, and lessons will be mailed by the School to students' home addresses within the week preceding the last day for lessons scheduled on the Longy calendar for the Spring semester. Preparatory student evaluations of summer classes will be mailed by the School to students' home addresses at the end of the summer term. All returned forms will be collected by the Director of Community Programs and will be filed with other student evaluations in the Academic Affairs Office. Students will receive a separate form for each activity in which they are enrolled.

17.3 Faculty members shall have access to all course and lesson evaluation forms pertaining to themselves for examining and photocopying on the School premises, after the teacher submits the final grade or evaluation. All student evaluations will be

kept for 5 years, after which they will be destroyed. Under no circumstances will any students be allowed access to these documents.

17.4 Student evaluations may be reviewed by the faculty member's Department Chair, the Dean of the Conservatory, the Director of Community Programs, and/or the President ("Reviewers"). Student evaluations may not be used as the basis for any negative formal evaluation of a faculty member. If a Reviewer feels there is some significant negative information in the Student Evaluations, and the criteria set forth in paragraph 6 below are met, then the Reviewer will notify the faculty member that they will undergo the Teaching Observation and Evaluation process as described in Article 18.

17.5 Only written student evaluations may trigger formal Teaching Observation and Evaluation and only when these written forms constitute 50% or more of the class and they contain average scores of less than 3.0 out of 5.0. Reviewers shall also take into account the following criteria before triggering the formal Teacher Evaluation and Observation process.

A. General evaluative trends, both positive and negative.

B. The number of students enrolled in the course compared to the number of returned evaluation forms, keeping in mind that a limited number of returned evaluations may represent a proportionally skewed outlook, particularly when evaluations are of a negative nature.

C. Some courses and teaching methods may be difficult or unpopular to the student body, but considered necessary and appropriate by the administration and faculty. This may result in generally lower student evaluation scores.

17.6 Under no circumstances will anonymous student evaluations be included in a faculty member's Personnel File (Article 16).

### **Article 18. Teaching Observation and Evaluation**

18.1 In recognition of the fact that Longy faculty work on a per-service basis, faculty evaluation shall also be done on a per-service basis. No faculty member shall suffer any loss of contracted services without completing the procedures outlined below for each service rendered as indicated on payroll sheets. In this context, each service means each class and each type of activity per Division, for example, classroom instruction, private lessons, chamber music, large and small ensembles are all separable and distinct services.

18.2 The School and the Union recognize that an evaluation of a musician is more likely to be fruitful if it engages and respects the process of self evaluation. It should have a spirit of support and creativity with a goal of making improvements that enhance the educational experience of the students, the faculty and the School. To that end, the following system shall be implemented regarding observation and evaluation of teaching practices. The goal of such an evaluation is to appraise and

provide constructive criticism and support in the form of feedback and suggestions for improvement. Further, the goal of teaching observation and evaluation is to lend transparency and legitimacy to the School's administrative decisions to terminate a contracted service based on a faculty member's performance. This process aims to promote mutual respect, broaden teaching perspectives, and raise the overall level of education at Longy, while taking care to preserve a diversity of teaching styles.

18.3 An evaluation shall also afford the faculty member and School an opportunity to discuss and address working conditions relevant to for the contracted service in question. The School recognizes that administrative staff support plays a critical role in enabling or inhibiting faculty to perform at optimum levels. Such working conditions shall include physical plant (room choice, light, heat, piano, music stands, audio/video equipment etc.), type of students being assigned, administrative support, and consultation regarding the special needs of any particular students.

18.4 Student Performance Evaluations and Juries are a valuable way for faculty to interact constructively with one another regarding overall approach to many aspects of teaching. To that end, mandatory Student Performance Evaluations in the Preparatory Division in effect prior to March 2010 shall be reinstated.

18.5 Observation and Evaluation procedure:

A. This procedure will be applied for each service rendered by the faculty member. At least once every three years, on a mutually agreed upon date and time, or if initiated as a result of Student Written Evaluations, Article 17, faculty members will be observed teaching one full class and/or lesson per divisional assignment (one unique service). In conjunction with this, faculty members will confirm with any private students involved that they are amenable to being a participant in the observation. New faculty will receive evaluation in their second and third years, and then every three years subsequently.

B. The evaluation process can also be initiated at the request of a teacher in support of a base hourly rate increase petition. Those faculty who were scheduled for evaluation year 2008-09 shall be in the first round of Teaching Observation and Evaluation.

C. There will be a three person panel composed of the Department Chair (Evaluator) plus to two faculty peers (Observers) chosen by the evaluatee.

1. The evaluatee may optionally request one additional panel member from outside Longy for special circumstances such as the uniqueness of an instrument or teaching methodologies that are stipulated by organizations outside the school (e.g., Dalcroze, Suzuki, Alexander, Felendkrais) and other special cases as they may arise.

D. Following the observation, the panel members will meet with the evaluatee to share comments and feedback on their observations.

E. Each of the panel members will prepare a written report to be reviewed by the faculty member. In their written reports, panel members shall take note of,

as appropriate, their own personal teaching preferences, as well as the individual characteristics of students in the class or lesson being evaluated.

F. The faculty member may provide a written rebuttal to these evaluations, at which point the panel members may amend their reports.

G. For purposes of sharing their observations and perspectives with the evaluatee and the Department Chair, each observer will assign a grade of Excellent (5), Very Good (4), Good (3), Needs Improvement (2), or Unsatisfactory (1). Reports as amended will be submitted by the panel members to the Department Chair.

H. The Department Chair shall then prepare the final evaluation document and final score based on his/her judgement of all of the information gathered in this process. The final evaluation document will be placed in the faculty members's personnel file and a copy will be mailed to the evaluatee.

I. A first-time evaluation of each three year cycle may be used solely as a means of improving and bettering teaching methodology, and cannot be used to effect the faculty member's contracted service being evaluated.

J. If the final score of the final evaluation document is 2.0 or less, the faculty member will have the opportunity to address the concerns of the Department Chair's final report accordingly and receive a First Interim Teaching Observation and Evaluation during the next academic year. If the final score of the First Interim Teaching Observation and Evaluation final document is 2.0 or less, the faculty member will have the opportunity to address the concerns of the Department Chair's final report accordingly and receive a Second Interim Teaching Observation and Evaluation during the next academic year. If a faculty member receives an average score of 2.0 or less on the regularly scheduled Teaching Observation and Evaluation and two subsequent Interim Teaching Observation and Evaluations then the faculty member may be removed from teaching the particular activity evaluated due to a prolonged inability to perform teaching duties in accordance with recognized professional standards. Support, as agreed to by the Instructor for addressing the Department Chair's concerns as expressed in his/her final evaluation document and final score, will be provided by the School in its mission to provide the highest quality of instruction for its students. This support may include but is not limited to seminars, conferences, peer consultation, observation, and relevant teacher training coursework.

## **Article 19. Student Recruitment and Retention**

19.1 The School and the Longy Faculty Union share a commitment to the School's long term sustainability through recruitment and retention of students for all the School's programs.

19.2 The School will announce its annual recruitment and retention plans and goals as well as results for each division: Conservatory, Preparatory Studies and Continuing Studies. The School will provide a yearly fund of an amount equal to its budgeted level in the 2009-10 school year to help reimburse faculty for personal expenses incurred in

their recruitment activities on behalf of the School.

19.3 The Faculty are encouraged to participate in recruitment and retention efforts as approved by Department Chairs.

19.4 If the School wishes to establish and apply recruitment and retention standards to faculty, it will inform the Union and enter into negotiations over the standards.

19.5 No bargaining unit member shall have their employment terminated or changed by the School based on student recruitment and retention criteria without the School's first negotiating said criteria with the Union. After negotiating student recruitment and retention criteria, the School will formally announce the criteria and expectations for bargaining unit faculty. Once established, the School will provide for a notice period of no less than two academic years to afford the faculty members the opportunity to meet the criteria. The School further agrees to support faculty affected by student recruitment and retention criteria in meeting the criteria by working on mutually agreeable milestones and plans. In no case shall new criteria be retroactively applied or applied selectively based on seniority for purposes on non-renewal of faculty members.

## **Article 20. Yeshiva Decision and Participation in Longy Committees**

20.1 In order to best exercise its managerial discretion in academic and nonacademic matters, the School values the advice, perspective, and participation of bargaining unit faculty along with the School's other stakeholders in building a sustainable open learning community at the Longy School of Music. Towards that end, the School and the Union agree that bargaining unit faculty will continue to participate in Longy Committees as provided below.

20.2 Pursuant to the NLRB Decision and Direction of Election, Case 1-RC-22381, and the stipulation of the parties at the time of the election hearing, the School and the Union agree and stipulate that the duties and/or responsibilities of bargaining unit faculty and faculty positions on December 9, 2009 do not and shall not constitute any grounds for exclusion from the bargaining unit or dissolution of the bargaining unit based upon any interpretation of the Yeshiva decision.

20.3 The School and the Union further recognize and agree that before, during and after the NLRB election hearing and December 9, 2009 Direction of Election, the School welcomed the participation of bargaining unit faculty on committees. As stipulated by the parties at the time of the election hearing, bargaining unit faculty who participated in Longy Committees did not formulate and effectuate academic and/or management policies and did not express and/or make operative decisions of the Longy School of Music.

20.4 It is agreed by the School and the Union that faculty who participate in Longy Committees will not exercise authority over academic matters such as: student standing, including academic and disciplinary probation, suspension, and dismissal, approval of the list of graduates, approval of awards and honors, and student appeals regarding academic matters, approval of course proposals and curriculum changes, the

creation new academic departments, changes to departmental and school-wide degree requirements as well as waivers from them, establishing school-wide assessment tools for students and jury requirements, the school's curriculum, the addition or deletion of courses, academic calendar, course schedules, student admission, student retention, matriculation standards, grading policies, size of the student body, tuition, school locations and degree requirements.

20.5 It is agreed by the School and the Union that faculty who participate in Longy Committees will not exercise authority over nonacademic matters such as hiring, tenure, evaluation procedures, sabbaticals, termination or promotion, budget or selection of administrators.

20.6 Faculty committees shall not vote or establish academic or nonacademic policies but may make proposals and recommendations in academic and nonacademic matters. These proposals and recommendations shall be reviewed by the School's administration. The School, through its President, Dean or other designee shall exercise managerial discretion in adopting or rejecting committee recommendations and proposals concerning either academic and/or nonacademic matters. The adoption of a committee recommendation or proposal by the School shall not constitute a waiver of its authority to the committee.

## **Article 21. Health and Safety**

21.1 The School agrees to maintain a safe and healthy workplace and to comply with all federal, state and local health and safety laws and regulations. Grievances hereunder may be resolved through the grievance process and then arbitration through Expedited Labor Arbitration Procedures of the American Arbitration Association.

21.2 In recognition of the urban environment in which Longy operates, staff and student safety is an ongoing and serious concern for the School and the Union. The School and the Union agree to form a health and safety committee with equal administration and bargaining unit representation. The health and safety committee shall cooperate and collaborate in monitoring student and faculty safety concerns and recommending to the School ways to improve safety.

## **Article 22. Faculty to Staff Communications**

The School Administration encourages faculty to communicate directly and expeditiously with administrative staff members or their direct supervisor(s) to provide feedback regarding administrative areas and their support of the educational programs of the School. To facilitate such communications, each fall, the President will formally invite faculty to submit feedback on the administrative staff areas of the school to the appropriate supervisor(s), and the President's office will publish a current organizational chart outlining administrative staff areas and positions, including staff members' names, titles and duties. Such constructive feedback is meant as an additional mechanism to assist in improving communication at the School in support of the faculty and its educational purpose. Faculty will in no way be penalized for submitting feedback.

**Article 23. Teaching Assignments****23.1 Continuity of Employment**

A. The parties recognize and agree that stability and continuity in the relationship between the School and the individual members of its faculty are of value to both. They further agree, therefore, that the School will seek to assign each member of its faculty not fewer than an amount of activities at the School, whether teaching or other, that has been set as mutually agreeable to both parties. In making such assignments, the Dean and Director and/or their designees shall give to members of the faculty who are also members of the bargaining unit preference over other persons teaching at the School; provided always that nothing in this paragraph shall derogate from the right and responsibility of the Dean or Director or their his/her designees to assign available private and classroom instruction to such persons as he or she deems best qualified to teach them; and provided further that nothing in this provision shall require a Dean or Director or his/her designees to cancel a teaching assignment already made to any person in order to make private and classroom instruction available for assignment to any other person.

B. It is the purpose of the preceding paragraph to require of the School, acting by the Dean or Director, or his/her designee, to make its best efforts to ensure that a faculty member's income from all of his or her activities at the School, whether teaching or other, does not, in any semester, unless the faculty member otherwise agrees, fall below a level that has been set as mutually agreeable to both. Furthermore, the School shall not penalize a faculty member in any way for teaching an amount of that faculty member's choosing.

C. The parties hereby acknowledge that it is the intention of the School to allocate the enrollment of students as they affect each faculty member - on an equitable basis and to do so by having regard both to the total number of students enrolled at the time in question as well as to the number of students that has been taught by such faculty member in prior years. It is also the intention of the School to assign classroom instruction so as to avoid class sizes that are either too large or too small from an academic or pedagogic point of view. The parties hereby further acknowledge that it is their common purpose to offer courses at the School whose enrollments are neither too large nor too small from an academic or pedagogic point of view, it being the understanding of the parties for these purposes that the minimum and maximum student enrollment shall be retained from the 2009-10 school year. The parties further recognize that regulations (i.e. from licensing or certification boards or standards) may limit class size. The parties agree that the School will cooperatively work with each department in determining appropriate class limits.

D. The parties do further agree that minimum and maximum numbers of student enrollments in new courses are to be established in each case by agreement between the faculty members, the Department Chair and the Dean of the Conservatory, and in Community Programs by faculty members, the Associate Director and the Director. These agreed to minimums and maximums will be documented in the faculty member's contract. Should a course taught by a single faculty member exceed the previously

agreed to maximums, the faculty member must be consulted and agree and be compensated according to stipulations set forth in this document. This agreement will be in writing.

### 23.2. Assignment of Private and Classroom Instruction and Chamber Music and Small Ensemble Coaching

A. Conservatory: Students are assigned private faculty instructors by the Department Chair in consultation with their departmental colleagues and the Dean of the Conservatory. Student requests are considered and honored whenever possible. 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.

#### B. Community Programs:

1. Students are assigned private faculty instructors with the following criteria in order of priority:

- a. Student requesting a particular instructor
- b. Faculty with 18 or more benefit units on their previous annual benefit unit report that have current benefit units less than 22.
- c. Faculty with 15-18 benefit units on their previous annual benefit unit report that have current benefit units less than 18.
- d. Faculty with 3-4 benefit units on their previous annual benefit unit report that have current benefit units less than 5.
- e. Faculty with 14-15 benefit units on their previous annual benefit unit report that have current benefit units less than 15.
- f. Rotational system in which all faculty are given equitable assignment of private and classroom instruction.

2. Faculty availability sheets and student preferences may be used as a guide for student placement. However, faculty will be contacted by the Community Programs office for any students who request lessons on a day they are listed as teaching. Faculty will then contact the student to establish a mutually agreeable time slot for the student. Should a faculty member be unable to accept the student he/she will be referred to the Community Programs office for placement with another faculty instructor.

3. Once a semester the Director of Community Programs will publish and provide to faculty a document clearly listing the number of inquiries for instruction, number of students assigned, discipline requested, age, level, which days/times were requested, and to which faculty members students were assigned.

### 23.3 Assignment of Chamber Music and Small Ensemble Coaching

#### A. Conservatory:

1. Chamber music groups and small ensembles are assigned coaches with the following criteria in order of priority:
  - a. Student requesting a particular instructor
  - b. Faculty with 18 or more benefit units on their previous annual benefit unit report that have current benefit units less than 22.
  - c. Faculty with 15-18 benefit units on their previous annual benefit unit report that have current benefit units less than 18.
  - d. Faculty with 3-4 benefit units on their previous annual benefit unit report that have current benefit units less than 5.
  - e. Faculty with 14-15 benefit units on their previous annual benefit unit report that have current benefit units less than 15.
  - f. Rotational system in which all faculty are given equitable assignment of private and classroom instruction.
  
2. Once a semester the Dean of the Conservatory will publish and provide to faculty a document clearly listing all chamber groups and small ensembles and the coaches to which they were assigned.

**B. Community Programs:**

1. Chamber music groups and small ensembles are assigned coaches with the following criteria in order of priority:
  - a. Student requesting a particular instructor
  - b. Faculty with 18 or more benefit units on their previous annual benefit unit report that have current benefit units less than 22.
  - c. Faculty with 15-18 benefit units on their previous annual benefit unit report that have current benefit units less than 18.
  - d. Faculty with 3-4 benefit units on their previous annual benefit unit report that have current benefit units less than 5.
  - e. Faculty with 14-15 benefit units on their previous annual benefit unit report that have current benefit units less than 15.
  - f. Rotational system in which all faculty are given equitable assignment of private and classroom instruction.
  
2. Once a semester the Director of Community Programs will publish and provide to faculty a document clearly listing all chamber groups and small ensembles and the coaches to which they were assigned.

**23.4 Assignment of Classroom Instruction**

A. Conservatory: 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 appropriate Dean, and the Conservatory Advisory Council, acting on the advice of the Curriculum Advisory Committee, with the primary responsibility for making these faculty class appointments resting with the appropriate Department Chair. The appropriate 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 Advisory Council, acting on the advice of the Curriculum Advisory Committee.

B. Community Programs: Preparatory and Continuing Studies classroom instruction, including faculty assignment and curriculum development, is coordinated by the Director of Community Programs, Associate Director of Community Programs (in consultation with departmental colleagues), and the President. Faculty currently teaching a course will continue as the course instructor as long as that course is being offered.

## **Article 24. Divisional Assignments**

24.1. All Longy faculty members are assigned to teach in one or more of the School's divisions (Preparatory, Continuing Studies, Conservatory) and may not teach beyond that assignment unless appointed through the process below except in the case of secondary private instruction, EEP mentors, ISP advisers, jury participation, coaching of chamber ensembles, and select courses where Community Programs faculty members may be engaged for such instruction in the Conservatory.

24.2 The following guidelines shall apply to faculty members seeking permanent assignment to a new division:

A. There must be a demonstrated need for an additional faculty member in the new division. The need will be confirmed by the Department Chair and appropriate Dean(s), and will be submitted to the President, for his/her approval.

B. The School will require the candidate to apply to teach in the new division, possibly as part of an external search process.

C. Additionally, the process will follow the procedure as outlined in Hiring Procedures and Posting, Article 14.

24.3 Suzuki faculty members will teach only Suzuki private lessons and group classes in the Preparatory and Continuing Studies divisions. This does not preclude Suzuki faculty members from teaching classes or ensembles not in conflict with the objectives and offerings of the Suzuki Program.

## **Article 25. Classroom and Studio Maintenance**

25.1 Longy will provide clean and organized teaching spaces of the appropriate size and containing the appropriate equipment based on class needs. There will be sufficient chairs, desks and music stands, as well as enough space for the given class size. If the class involves listening to recorded music or watching video as part of the syllabus, the administration will provide a classroom that has a built-in audio/video system including the cords necessary to connect Macintosh or PC laptop computer audio or video output to the audio/video system. If the class is a performance class involving ten or more students, the administration will provide the set-up and tear-down of all chairs and

stands, before and after the scheduled class time respectively.

25.2 A committee of faculty and administration shall suggest policies regarding best practices of room usage.

25.3 All members of the Longy community are asked to treat School property, including the buildings, their contents, and the grounds, with respect and care.

25.4 Requests for maintenance and repairs should be submitted in writing on paper or e-mail to the Director of Operations. The Director of Operations will respond to each maintenance request, in writing on paper or e-mail, indicating when the problem will be addressed and other appropriate information.

## **Article 26. Scheduling of Rooms for Studio and Classroom Teaching and Coaching**

The following sections outline the assignment of teaching and rehearsal space; the procedures to be followed by faculty members, and the restrictions on space uses.

26.1 Room Assignment Priorities for the assigning of rooms shall be as follows:

A. Classroom teaching: Classes are scheduled first and given highest priority to ensure 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/video access, chairs, music stands, cords for connecting Macintosh or PC laptop to audio/video system).

B. Private teaching: The School shall make every effort to assign rooms for private teaching according to faculty preference.

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

1. Seniority of the instructor, based on length of service at Longy.
2. Quality of the instrument for piano or harpsichord lessons and appropriateness of the room for the lesson type.
3. Academic level of the student.

26.2 Room Assignment Procedures for implementing the room assignment shall be:

A. Faculty requests for permanent teaching space: Room request forms for the summer term and academic year will be distributed on or before 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:

1. Academic Year: Forms distributed by April 15 are due approximately July 8
  2. Summer Term: Forms distributed by April 15 are due approximately May 15
- B. 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.
- C. 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.
- D. 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. Though it may not always be possible, requests should be made by 3:45 PM the day before to ensure 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 may only ask a student to vacate a room if they have previously reserved it. If a room has not been reserved in advance, it is available on a first-come, first-served basis for faculty and Conservatory student use.
- E. 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.
- F. Requests for teaching/rehearsal space on Saturdays: Longy's Preparatory Studies program has most of its classroom and ensemble activities, as well as private teaching on Saturdays. All requests for teaching or rehearsal space on Saturdays from 8:00 AM to 6:15 PM should be made with the Director of Community Programs or the designated member of his/her staff.
- G. Requests for use of performance spaces: Pickman Hall, the Wolfensohn Room at Zabriskie House, and Room N-1 in 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, except on Saturdays from 8:00 AM to 6:15 PM when requests should be directed to the Director of Community Programs or the designated member of his/her staff.
- H. Changing permanent schedules or room assignments: Faculty members should 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.

Change of:	Needs permission of:	Faculty member should also notify:
Teacher's lesson block	None	Front Office Manager and Schedule Coordinator
Conservatory or Continuing Studies class time	Appropriate Dean (who will notify Registrar), Department Chair	
Preparatory Studies class or lesson block	Director of Community Programs or designated member of his/her staff (who will notify Registrar)	
Pickman Hall, Wolfensohn Room, or Room N-1 rehearsal or concert time	Concert and Recording Services Manager (all times except Saturdays 8:00 AM to 6:15 PM) or Director of Community Programs or designated member of his/her staff (Saturdays 8:00 AM to 6:15 PM)	

**Article 27. Spaces for Faculty Use**

27.1 Faculty lounge at Zabriskie House: The faculty lounge may be used by any member of the faculty. The School agrees to provide within the lounge a desk, office supplies, photocopier, telephone, computer, printer, microwave, refrigerator, and water cooler. Each faculty member will be provided with a key. The School agrees to provide a space for the faculty lounge large enough to accommodate at least two faculty members simultaneously.

27.2 Faculty lounge at the Rey-Waldstein Building: The faculty lounge, may be used by any member of the faculty. The School agrees to provide within the lounge a desk, office supplies, telephone, computer, printer and a couch. As soon as practicable, the School agrees to also provide or upgrade the photocopier, microwave, refrigerator and water cooler. Each faculty member will be provided with a key. The School agrees to provide a space for the faculty lounge large enough to accommodate at least two faculty members simultaneously.

27.3 Photocopying: In addition to the copiers in the lounges, several photocopy machines shall continue to be made available for faculty use.

A. Teaching-related copying: Faculty who need to make teaching-related copies may

use the photocopiers in the faculty lounges. For large numbers of copies (over 20), faculty members shall be given access to appropriate photocopiers.

B. 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.

C. Computers and internet access: Faculty members shall have access to the computers in the faculty lounges at Zabriskie House and the Rey-Waldstein Building. 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.

### **Article 28. New and/or Additional Facilities and Locations**

28.1 In the event that the Longy School of Music establishes new and/or additional facilities and/or in any way participates in or creates additional programs in new locations outside of the current facilities, current Longy faculty members shall be given preference in filling any work created and in no way shall be penalized for not choosing to fill said work. Additionally, Longy faculty members instructing students at an alternate location, mutually-agreed upon by the instructor and student, will not be penalized or disallowed from doing so.

28.2 No work currently performed by faculty or that can be performed by faculty will be, in any way, be performed by students, unless otherwise agreed to in writing, by the Union. Regardless of the facility or location, Longy faculty will be employed by the Longy School of Music with all of the terms and benefits of this Contract in force.

### **Article 29. Parking**

29.1 Parking shall be available in Longy lots (or other parking spaces as controlled by Longy) on a first-come, first-served basis to faculty with valid Longy parking stickers. Parking stickers shall be available at the front office. The following restrictions on parking in the lots shall apply:

A. The school shall provide a parking space in the Longy lots for any faculty member for whom parking close by to the school is a necessary accommodation as specified by his/her medical doctor.

B. Parking in Longy's lots is permitted only while conducting business at the School.

C. Parking stickers for the year shall be issued to faculty members in the fall after they have submitted their individual contract for the year.

D. Longy parking stickers shall not be available to faculty members who reside in Cambridge who are expected to use their resident parking permit to park near Longy in order to keep the lots available for those coming from outside of Cambridge.

29.2. To keep the Zabriskie House lot available for faculty, the administration will make every effort to provide off-campus parking for guests conducting business at the School.

29.3. Independent building and construction contractors will not make use of Longy parking lots, except for unloading and loading of materials.

29.4. The Zabriskie House lot is a faculty only lot, available on a first-come, first-served basis during regular Longy building hours.

29.5. The Rey-Waldstein Building lot is available to faculty *only on Saturdays and Sundays* on a first-come, first-served basis during regular Longy building hours. Cars shall be parked four across and three deep to maximize the number of spaces. Faculty members are required to leave a note on the dashboard indicating their teaching location and cell phone number, if available, so that the owners of blocked cars can depart as necessary.

29.6. Longy shall continue to pay for a limited number of spaces at the Armenian Church located at the corner of Brattle and Sparks Streets. Faculty members may park in these spaces on a first-come, first-served basis by checking out permits for this lot at the Front Office.

29.6. Parking shall be provided by the School for all faculty attending Longy Faculty Meetings scheduled by the School.

### **Article 30. Leaves of Absence**

All faculty members are eligible for the following types of leaves.

#### **30.1 Family and/or Medical Leave**

A. The School has established the following policy governing Family and Medical Leaves.

B. Faculty members will be granted a maximum of 12 weeks of Family and/or Medical Leave (or a maximum of 26 weeks of leave if required to care for a covered service member with a serious injury or illness).

C. An employee taking Family and/or Medical Leave shall be allowed to voluntarily take the leave on an intermittent, consecutive or reduced schedule basis.

D. An employee who takes Family and/or Medical leave to which he or she is entitled shall accrue seniority for all purposes during the Family and/or Medical leave period.

E. Family and/or Medical Leaves 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.

In addition to family members, employees shall be permitted up to 12 weeks unpaid leave per year to care for the following relatives suffering from serious health conditions: grandparents, grandchildren, brothers, sisters, parents-in-law or domestic partner.

F. 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 Family and/or Medical Leave qualifying reason beginning when employee first takes military caregiver leave (but still limited to 12 weeks for any Family and Medical Leave qualifying reasons).

### **30.2 Employee Requests for Leave**

A. Employees are expected to submit a verbal or written request for leave as far in advance as possible to the Director of Human Resources. In instances where Family and Medical Leave is foreseeable, an employee must provide at least 30 days' advance notice to the Director of 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 Family and Medical 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.

B. An employee must provide notice sufficient to allow the School to understand that he/she potentially needs Family and/or Medical 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 Family and/or Medical leave to report periodically on their status and intent to return to work).

C. 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 School

operations.

### **30.3. Certifications For Serious Health Conditions**

A. The School may require certification from a health care provider regarding an employee's or a family member's Family and/or Medical 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 Family and/or Medical Leave.

B. 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 Family and/or Medical Leave.

C. 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 Family and /or Medical Leave pending the second and/or third opinion. The School may deny Family and/or Medical Leave to an employee who refuses to release relevant medical records to the health care provider designated to provide a second or third opinion.

D. 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.

E. 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.

### **30.4 Benefits During Leave**

A. 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 Family and/or Medical Leave, on the same terms and conditions as coverage would have been provided if the employee was not on Family and/or Medical Leave (for instance, if premium payments are raised or lowered, an employee on Family and/or Medical Leave will be required to pay the new premium rates). Employees will be advised by the Director of Human Resources regarding the amount of time and the method of payment on the employee's portion of the health insurance premium.

B. 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 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 Family and/or Medical leave, or due to other circumstances beyond the employee's control.

### **30.5 Returning to Work**

A. If an employee is able to return to work (with or without a reasonable accommodation) and returns to work within the time allowed by Family and/or Medical Leave, the employee will be returned to his/her same or an equivalent position.

B. If an employee's Family and/or Medical 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 the Director of 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.

C. An employee failing to return to work on the scheduled return date after Family and/or Medical 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 Family and/or Medical 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.

### **30.6. Coordination with Other Laws**

The School's Family and/or Medical Leave does not supersede any provision of any state law that provides greater family or medical leave rights than the rights established under the federal law. Leave entitlements under state law and the School's Family and/or Medical Leave run concurrently where both laws cover the same type of leave.

### **30.7 Small Necessities Leave**

A. The school has established the following Small Necessities Leave, and guaranteeing faculty Family and/or Medical Leave for purposes of accompanying family members to routine medical appointments and participation in children's activities.

B. Faculty members are entitled to up to 24 hours of unpaid leave in any twelve-month period for certain family-related purposes consistent with Family and/or Medical Leave, Small Necessities leave may be taken intermittently or all at once.

C. Small Necessities Leave is available for the following reasons:

1. 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.

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

3. 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.

D. Employees are required to give at least seven days notice of their needs for "foreseeable" Small Necessities Leaves, or as much notice as is practical if not foreseeable. Longy may require employees to provide certification of the need for the leaves.

### **30.8. Jury Duty/Court Appearance Leave**

Faculty who are required to report to court in person in response to an involuntary subpoena or in response to a jury duty summons, or who are required to report for jury examination or qualifications, or who are required to serve on a jury 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.

**30.9 Military Leave**

A. A faculty member who is a member of the Armed Forces is 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.

1. 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.

2. 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 the Director of 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.

B. Employees on military leave shall continue their medical and dental insurance coverage at their own cost for up to eighteen (18) months.

**30.10. Bereavement Leave**

All faculty members who wish to take time off due to the death of an immediate family member should notify the Director of Human Resources immediately.

**30.11. Paid Parental Leave**

A. Eligible employees are entitled to up to four (4) weeks of paid parental leave in any twelve month 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.

B. 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.

C. Paid Parental Leave runs concurrently with any unpaid leave available to an employee under the School's Family and/or Medical Leave policy or the School's Maternity Leave policy.

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

E. If an employee is able to return to work (with or without a reasonable accommodation) and returns to work within the time allowed by Parental Leave, the employee will be returned to his/her same or an equivalent position.

### **Article 31. Faculty Professional Development**

31.1 For the duration of this agreement, the Longy School of Music shall make available at least the same amount of funds as it did for the 2009-2010 academic year for faculty professional development. All bargaining unit faculty are eligible to apply and funds will be administered as outlined below

31.2 The deadline for submission of funding proposals will be June 1 and December 1 of each year. Proposals must include a brief application (including estimated expenses) and an explanation of the request and its relevance to the faculty member's work. Proposals due on June 1 will be for requests for the period July-December. Proposals due on December 1 will be for requests for the period January-June.

31.3 Various types of activities are eligible for funding, including conferences, workshops, performances, masterclasses and special projects. All professional development awards will be for reimbursable expenses only (for example, travel, registration, lodging and meal expenses). No grants or stipends (compensation) will be provided. Meal receipts do not need to be saved or submitted. Instead, meal expenses will be paid on a per diem basis with the first and last days of funded activities paid at 75% of the per diem rates. Per diem rates will be paid in accordance with meal and incidental expense per diem rates found at:

[http://www.gsa.gov/Portal/gsa/ep/contentView.do?contentId=17943&contentType=GSA\\_BASIC](http://www.gsa.gov/Portal/gsa/ep/contentView.do?contentId=17943&contentType=GSA_BASIC)

31.4 The maximum award per request is fifteen hundred dollars (\$1,500) and faculty members are limited to one funded application per year (July-June). Each application may include funding requests for one or more eligible activities that occur within the six-month time period. Faculty members who submit and receive funding in one year shall be given lower priority for funding in the next year.

31.5 In determining the awards, the School shall consider the relationship of the activity to priorities given in the faculty evaluation process (teaching effectiveness, institutional service and professional activity) as well as the merit of the application, relationship of the activity to a faculty member's current work and timing in relation to the faculty member's evaluation cycle. The direct recruitment of students will not be a considered in the awarding and disbursement of Faculty Development funds.

### **Article 32. Benefits**

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

A. 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 calculated by dividing total pay for a full fiscal year (July 1 through June 30) by the base hourly rate and then dividing that by 28.

B. Faculty members must meet certain benefit unit levels to qualify for contributions from the School towards various benefits in the following academic year. Faculty members who have fewer than 15 benefit units are part-time and are eligible to participate in the School’s group insurance programs without contribution from the school as provided below. Faculty members who at least 15 but fewer than 18 benefit units are modified full-time. Faculty members who have 18 or more benefit units are full-time.

C. During May of each year, the Director of Human Resources calculates benefit units for the following fiscal year. Faculty members shall receive official notification of their benefit unit level and associated benefits by June 1. Faculty members are eligible for benefits for the next fiscal year based on this June 1 tally.

D. Faculty members may request an interim report on average weekly benefit units earned at any point during the year from the Director of Human Resources. The School will provide to the Union President, a list of all Bargaining Unit Faculty and their benefit units by June 20 of each year.

**32.2 Benefits Summary**

**A. Changes to Providers**

During the term of this contract, the School in conjunction with and with the consent of the Union, may seek bids for Long-Term Disability, Health, Dental, Long-Term Care insurance coverages, and financial services companies in order to increase benefits and /or reduce costs with no decrease in benefits. Union members will be given at least two months notice of the intention to bid in order to provide input into the process. Any plans provided by the School, must be provided on a school-wide basis for all employees of Longy.

B. Benefits are offered based on the benefit unit calculation according to the following schedule:

Benefit	Part-Time (fewer than 15 benefit units)	Modified Full-Time (15 benefit units to less than 18 benefit units)	Full-Time (18 benefit units or more)
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Employer Funded Social Security, Medicare and Unemployment Insurance (required by law)	yes	yes	yes
Workers Compensation (required by law)	yes	yes	yes
Tuition Discounts for Faculty	yes	yes	yes
Tuition Discounts for Immediate Family Members	yes	yes	yes
Concert Tickets	yes	yes	yes
Use of Longy Performance Spaces	yes	yes	yes
Group Health Insurance (Longy contribution as a percent of premium)	yes (0%)	yes (40%)	yes (80%)
Retirement Annuity 403(b) plan (Longy contribution as a percentage of salary)	see item G below	yes (3%)	yes (5%)
Long-Term Disability Insurance	yes (100%)	yes (100%)	yes (100%)
Medical and Dependent Care Flexible Spending Account (FSA) Program	yes	yes	yes
Qualified Transportation Expenses (QTE) Program	yes	yes	yes

Group Dental Insurance (voluntary, no contribution from Longy toward premium)	yes	yes	yes
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C. Employer Funded Social Security and Medicare Contribution:

By federal mandate, Longy must match the mandatory contribution required of all employees to the Social Security and Medicare Trust Funds. Employees need not take any action to receive this benefit.

D. Workers' Compensation Insurance:

All Longy employees are covered by workers' compensation insurance. This insurance covers job related injuries or illnesses. A copy of the workers' compensation policy may be requested from the Business Office.

E. Unemployment Insurance:

All Longy employees are eligible for Massachusetts unemployment insurance protection in the event of involuntary termination of employment. The amount and duration of payments are determined by the State Unemployment Insurance Agency on the basis of individual claims submitted.

F. Group Health Insurance

1. All faculty members are eligible to enroll in Longy's group health insurance plan. Longy shall make a contribution to offset the premium cost for faculty who have modified full time or full time status with the remaining balance withheld on a pre-tax basis from the employee's monthly paycheck. Longy's contribution is as follows:

For faculty members who average:	Longy contributes:
less than 15	0% of the Individual premium
15 or more, but less than 18, benefit units per week (modified full-time)	40% of the Individual premium
18 or more benefit units per week (full-time)	80% of the Individual premium

2. 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 or upon hire. Administration will provide teaching assignments consistent with Article 23 (Teaching Assignments) and make its best efforts to maintain a faculty member’s benefit units level. The School shall continue to provide a “grace period” during which a faculty member, whose benefit units have fallen below the required minimum, will continue to receive the School’s contribution toward Health Insurance for one plan year. During that one-year grace period, the faculty member must raise his/her benefit units to continue to receive the same health insurance contribution from the School in the subsequent year.

3. Bargaining Unit faculty members may also arrange for health insurance for his/her immediate family (spouse, domestic partner, and/or children). The faculty member must pay the difference between Longy’s contribution and the cost of the additional coverage. Faculty members who do not qualify for modified full-time or full-time may still enroll and participate in group health insurance at their cost.

G. Supplemental Retirement Annuity

As a nonprofit educational institution, Longy shall offer its faculty options for tax-deferred retirement investment in a 403(b) plan. The 403(b) plan allows employees to invest money in tax-deferred retirement accounts (currently provided through Fidelity Investments or TIAA-CREF). All bargaining unit employees may make voluntary contributions to their accounts. Longy shall make employer contributions for modified full-time and full-time faculty members as indicated in section G. 2 below. 403(b) program participation is subject to federal and tax regulations, including penalties for early withdrawals. 403(b) plans are also subject to the risks associated with any investment vehicle. Each faculty member is responsible for understanding relevant 403(b) government regulations and investment risks. Faculty members should seek certified tax and investment counsel as needed prior to making investment decisions. The Longy School does not provide tax or investment consultation. The Business office shall provide faculty members with information on the current 403(b) plans and help them enroll.

1. Voluntary Faculty Contributions: All faculty members may contribute to the 403(b) plan they have selected on a salary-withholding basis, subject to the limitations set by the federal government. A faculty member may begin to make regular monthly contributions through salary withholding to their individual 403(b) account at any time during his/her employment at Longy.

2. Employer Contribution: Longy makes a contribution for “modified full-time” and “full-time” faculty members only to a 403(b) account of their choosing as follows:

For faculty members who average:	Longy contributes (monthly):
15 or more, but less than 18, benefit units per week	Amount equal to 3% of employee’s gross pay for that month.

18 or more benefit units per week	Amount equal to 5% of employee's gross pay for that month.
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In order to receive the School's contribution, eligible faculty members must fill out appropriate paperwork by August 15. Faculty members who qualified for an employer-funded contribution will continue to qualify at that level of contribution for the duration of their employment at Longy, regardless of their number of average benefit units in subsequent years.

H. Long-Term Disability

All faculty members are eligible to participate in the School's Long-Term Disability Plan. Longy makes no contribution to offset the premium cost for part-time faculty. Longy shall continue to provide 100% of the premium cost for modified full-time and full-time faculty toward's group Long-Term Disability coverage. The School provides a "grace period" during which a faculty member, whose benefit units have fallen below the required minimum, will continue to receive the School's contribution toward Long-Term Disability for one plan year. During that one-year grace period, the faculty member must raise his/her benefit units to continue to receive the same Long-Term Disability contribution from the School in the subsequent year. Faculty members may elect to continue Long-Term Disability coverage after the School's contribution ceases and after their termination of employment. The Business Office shall provide faculty members with detailed information about the Long-Term Disability Plan.

I. Flexible Spending Flexible Spending Account (FSA) program

1. The School shall continue to offer its FSA program. This program shall be open to all faculty members. The FSA program allows faculty members to specify an amount to be withheld from their paychecks on a pre-tax basis which can be used for qualifying medical or dental out-of-pocket expenditures for faculty members or their dependents. The maximum amount that can be withheld in a plan year is \$5,000.
2. The FSA program also allows faculty members to specify an amount to be withheld from paychecks on a pre-tax basis for dependent care expenses. The maximum amount that can be withheld for dependent care is \$5,000 in a plan year, depending on tax filing status.
3. Open enrollment for the FSA program shall take place in June. Any money that is not used in the plan year shall be forfeited. The Business office shall provide faculty members with detailed information and enrollment forms.

J. Qualified Transportation Expense (QTE) program

The School shall continue its Qualified Transportation Expense (QTE) program. This program is open to all Longy faculty members. The QTE program allows faculty members to specify an amount to be withheld from paychecks on a pre-tax basis, which can be used for commuting expenses such as mass transit (e.g., T-passes) and parking. Open enrollment for the QTE plan takes place monthly. The Business office shall provide faculty members with detailed information and enrollment forms.

K. Group Dental Insurance

1. All faculty members are eligible to enroll in Longy's group dental insurance plan. 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.
2. Faculty members who decide to enroll in the dental program may do so only during the School's open enrollment period in June of each year or upon hire.
3. Faculty members may also arrange for dental insurance for their immediate family (spouse, domestic partner, and/or children).

L. Long-Term Care Insurance

The School will, in conjunction with and with the consent of the Union, sponsor a voluntary, non-School contribution plan to cover a faculty member and his/her immediate family (spouse, domestic partner, and/or children) beginning in Year 2 (07/01/11-06/30/12) of this contract.

M. Tuition Discounts for Faculty Members

Longy faculty members shall continue to receive discounted tuition rates for offerings of the Longy School of Music.

1. Private lessons: Faculty members studying privately with another Longy faculty member will receive a 40% discount on the tuition price. The registration fee will be waived.
2. Classes, workshops, chamber music, small and large ensembles: Faculty members may enroll in these on a non-credit basis at no charge as long as the minimum enrollment number has been met. The registration fee will be waived.
3. Classroom instruction for credit: Faculty members may enroll in classes for credit at no charge as long as the minimum enrollment number has been met. Any faculty 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.

N. Tuition Discounts for Immediate Family Members of Faculty

Immediate family members of Longy faculty members, including spouse, domestic partner, and children shall continue to receive discounted tuition rates for offerings of the Longy School of Music.

1. Private lessons, chamber music, and small ensembles: Immediate family members studying privately with a Longy faculty member, and/or participating in chamber music, and small ensembles will receive a 40% discount on the tuition price. The registration

fee will be waived.

2. Classes, workshops, and large ensembles: Immediate family members may enroll in classes and workshops on a non-credit basis at no charge as long as the minimum enrollment number has been met. The registration fee will be waived.

3. Classroom instruction and workshops for credit: Immediate family members shall continue to 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.

O. Concert Tickets

Faculty members shall continue to be admitted free of charge to ticketed events sponsored by Longy. Whenever possible, this benefit will also be extended to any one guest accompanying the faculty member. There are occasional concerts, however, such as benefit or sold-out events, for which this benefit may not apply. The Institutional Advancement Office will inform the Longy community of those events for which free concert tickets are not be available.

P. Use of Longy Performance Spaces

1. Longy shall continue its Use of Performance Spaces benefit for faculty as described in the Faculty Guide to the Concert Office 2009-2010.

**Article 33 Faculty Compensation**

**33.1 General**

The Longy School of Music remunerates faculty members on a per-service basis for duties as described below.

**33.2 Base Rate and Compensation Ratio System**

A. Each faculty member will be assigned a base hourly rate based on total years of professional teaching experience (level 1: 1-8 years; level 2: 7-14 years; level 3: 13-20 years; level 4: 19 years and above) and other professional qualifications. Faculty compensation will be calculated and paid using the faculty member's base hourly rate and the compensation ratio system described below for all duties during the next academic year and summer term. The base hourly rate is the first number in all ratio designations below.

B. Full-semester classes in the Conservatory are compensated for 15 weeks, with Conservatory classes meeting for 13 weeks to be followed by exams and/or final performances. Full-semester classes in Community Programs vary slightly by program, most classes and ensembles meeting for 15 weeks and most large ensembles and private lessons meeting for 16 weeks. For all classes, compensation is based on the number of hours of teaching time.

C. Faculty members will receive, for each contact hour, their base hourly rate at

a 1:1 ratio for all private studio instruction in Community Programs, 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 (maximum one hour per student per semester).

D. Faculty members will receive, for each contact hour, their base hourly rate at a 1:1.5 ratio for all primary studio instruction in the Conservatory. Primary studio instructors in the Conservatory will provide appropriate advisement, and prepare students for and attend their juries and recitals.

E. Faculty members teaching performance classes will receive, for each contact hour, their base hourly rate at a ratio of 1:1.5. More than two-thirds of class time in performance classes is devoted to in-class performance, rehearsal, or coaching. Performance classes may include occasional lectures and grading of written work, possibly including a final project.

F. Faculty members teaching academic classes will receive, for each contact hour, their base hourly rate at a ratio of 1:1.75. The teaching of academic classes is characterized by lecture preparation and grading of written work throughout the semester. Included are music theory (all divisions), music history (all divisions), and pedagogy courses, as well as Research and Materials and courses that fulfill Master of Music theory and history distribution requirements. Less than one-third of class time in academic classes is devoted to in-class performance, rehearsal, or coaching.

G. Faculty members coaching and/or conducting chamber music and small ensembles throughout the school, will receive their base hourly rate at a ratio of 1:1.25 for each contact hour. Chamber music and small ensembles can have three to nine students.

H. Faculty members conducting large ensembles (choruses, orchestras, strings/wind ensembles) will receive, for each rehearsal and performance hour, their base hourly rate at a ratio of 1:1.75. Large ensembles have 10 or more students.

I. 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.

J. Faculty members serving as Experiential Education Program (EEP) mentors or Independent Study Project (ISP) advisors or second readers will receive their base hourly rate at a 1:1 ratio. EEP mentors will be paid for three hours in the first semester and eight hours in the second semester, and are expected to observe students' final EEP project. 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.

K. 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, their base hourly rate at a ratio of 1:1.5 for each contact hour. Faculty members teaching individual sessions of coordinated classes or Department Seminars which meet the definition of academic classes will receive, for each contact hour, their base hourly rate at a ratio of 1:1.75. Principal instructors teaching individual class sessions receive this compensation in addition to the amount received for coordination.

L. The School will provide hourly compensation at 0.5 of the base hourly rate to faculty members for participation in: panels (including, but not limited to those listed below), special events, and other activity (half-hour minimum; quarter-hour increments thereafter):

- Conservatory Promotional and Recital Permission Juries
- Conservatory prospective student auditions
- Conservatory portfolio review
- Preparatory entrance auditions
- Preparatory Evaluations and Juries
- Continuing Studies Performance Evaluations
- Conservatory proficiency examinations
- Masterclass auditions
- Hosting departmental events
- Hosting Preparatory assemblies
- Peer evaluation panels
- Proctoring proficiency examinations
- Coordinating accompanists
- Instrument-keeping
- Organizing of ensembles or concert series
- Concert program preparation and printing
- Room set-up
- Organizing of class sections
- Consultation and advice to administration
- Summer program coordination
- Outreach performances
- Family Series performances
- Performances with Longy orchestras
- Special school event performances

The compensation is based on an actual hours and/or an estimate of hours submitted by the faculty member and agreed to by the School. This calculation will also be used to determine the benefit units associated with the position.

M. The School will provide hourly compensation at 0.25 of the base hourly rate to faculty members serving on official committees including but not limited to (half-hour

minimum; quarter-hour increments thereafter):  
Curriculum Committee  
Longy Faculty Committee  
Faculty Advisory Council  
Continuing Studies Advisory Council  
Conservatory Student Advisory Council Advisor  
Departmental Search Committees  
Administrative Search Committees  
Ad hoc committees  
Departmental meetings  
Health and Safety Committee  
Other Advisory Committees

N. Committee Chairs, Department Chairs, the Dean of Conservatory, and Director of Community Programs will keep records of hours worked and submit appropriate paperwork for compensation.

O. Compensation for Non-credit Primary Studio Instruction in the Conservatory  
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%.

P. Compensation for Studio Instruction in Cases of Student Withdrawal  
The School's compensation policies in cases of student withdrawal are as follows:

1. Conservatory: 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 for the actual lessons taught only. When a student withdraws from lessons (after the drop-add period), the faculty member is paid for the entire semester.

2. Preparatory Studies: When a student withdraws prior to the first lesson, the faculty member is not paid. When a student withdraws prior to the second lesson, the faculty member is paid for one lesson. When a student withdraws prior to the fourth lesson, the faculty member is paid for seven lessons. When a student withdraws after the fourth lesson, the faculty member is paid for the full number of registered lessons.

3. Continuing Studies: When a student withdraws prior to the first lesson, the faculty member is not paid. When a student withdraws prior to the fourth lesson, the faculty member is paid for half of the registered lessons or the actual lessons taught, whichever is greater. When a student withdraws after the fourth lesson, the faculty member is paid for the full number of registered lessons.

Q. Compensation for Class Instruction in Cases of Cancellation

1. In an effort to ensure that as many classes as possible will reach their minimum enrollment levels, the School shall not make predictions to students about which classes will or will not reach their minimum enrollment levels. From the start of the class

registration period each semester up until the beginning of classes, the School will provide faculty members with updated Enrollment Summaries on a weekly basis.

2. In the Conservatory and Community Programs any faculty assigned to teach a class will be paid according to the compensation ratio system for no less than the first class session.

R. Department Chair and Other Administrative Stipends

1. In the Community Programs Division, Department Chairs, the Preparatory Chamber Music Coordinator, and the Director of the Suzuki Program are paid the annual flat-rate stipends in effect in the 2009-2010 school year.

**33.3 Minimum Pay Levels**

A. The minimum pay levels listed below constitute minimum base hourly rates and the School may, at its discretion, compensate faculty at rates above those published minimums. Each year on June 20, the School will furnish to the Union a list of all bargaining unit members for the upcoming fiscal year and their benefit unit amounts, copies of their individual contracts, payroll sheets, dates of hire, total years of professional teaching experience, and tuition charges applicable to their activity at the School for the previous year fiscal year. At the same time, the School will also provide a comparison chart of Base Hourly Rates along with Median Years of Professional Teaching Experience for the previous fiscal year.

B. Longy Faculty Minimum (Hourly) Pay Levels and the pay levels of all faculty shall be increased as indicated below:

	<u>2010-2011</u>	<u>2011-2012</u>	<u>2012-2013</u>
Level 1:	\$36.36	\$37.63	\$38.94
Level 2:	\$42.10	\$43.57	\$45.09
Level 3:	\$49.60	\$51.08	\$52.61
Level 4:	\$60.16	\$61.66	\$63.20

**33. 4 Compensation Increase Petitions**

A. Once every three years, faculty will be notified in writing by the Director of Human Resources that they are eligible for an additional compensation increase beyond the annual increases above. The Dean of Conservatory and/or Director of Community Programs will meet with the faculty member to discuss the faculty member’s petition for a base hourly rate increase, upon written request by the faculty member. This meeting shall occur not later than 14 calendar days after the written request is delivered. The faculty member may use Teaching Observation and Evaluation, Institutional Service, and/or Professional Activity to support his/her petition. If the Dean of Conservatory and/or Director of Community Programs in his/her discretion decides to grant a wage increase higher than the wage increase called for under this Contract, it will be effective as of the next academic year. The faculty member will be notified in writing on or

before May 1 of the increase. If the increase is denied or only a portion of the increase requested is granted, the reasons for such will be included a notification to the faculty member in writing on or before May 1. Those faculty who were scheduled for evaluation year 2008-09 shall be in the first round of Compensation Increase Petitions.

B. In the event a faculty member receives a bonafide offer of employment from another institution or organization, the Dean of Conservatory and/or Director of Community Programs will meet with the faculty member to discuss the faculty member's petition for a base hourly rate increase, upon written request by the faculty member. This meeting shall occur not later than two weeks after the written request is delivered. In addition to the bonafide offer, the faculty member may use Teaching Observation and Evaluation, Institutional Service, and/or Professional Activity to support his/her petition. If the Dean of Conservatory and/or Director of Community Programs in his/her discretion decides to grant a wage increase higher than the wage increase called for under this Contract it will be effective as of the next academic year. The faculty member will be notified in writing of the increase within 14 days of the meeting. If the increase is denied or only a portion of the increase requested is granted, the reasons for such will be included in a notification to the faculty member in writing within 14 days of the meeting.

#### **Article 34. Savings Clause**

34.1. Should a court hold any provision of this Agreement unlawful or administrative agency of competent jurisdiction, all other provisions of this Agreement shall remain in force for the duration of the Agreement. In the event of such a holding, the parties will confer in an effort to agree upon suitable substitutions therefore. If the parties are unable to agree, then the issue may be submitted to arbitration. The parties shall instruct the Arbitrator that it is their intention that he/she fashions a remedy that most closely approximates the original provision, which has been declared unlawful.

34.2 Any award by an arbitrator under this article shall not be in effect subsequent to the expiration date of this Agreement, nor shall it be of application or effect prior to the date of the arbitrator's decision, except by express written agreement of both parties.

#### **Article 35. Modification**

It is specifically understood that this Agreement may not be modified without the joint consent of the Union and the School, and no such modification shall be of any force or effect unless assented to in writing by the parties to this Agreement.

#### **Article 36. Successorship**

36.1 In the event that the Longy School of Music is consolidated or merged into or with any other school, college, university or any other entity during the life of this Agreement, the present Bargaining Unit as defined in Article 1, Recognition, shall remain distinct and this Agreement shall remain in full force and effect.

36.2 It is the declared intention of the parties not to include or accrete into this Bargaining Unit as a consequence of any such consolidation or merger individuals who,

on the day prior to such consolidation or merger, were not employees of the Longy School of Music, regardless of their title or classification, unless the parties mutually agree to such inclusion or accretion.

36.3 In the event there is a successor or successors in interest to the Board of Trustees of the Longy School of Music, any agreement entered into by the Board of Trustees will include a provision that any successor trustees and entities shall be a party to and signatory to this Agreement.

36.4 Longy agrees that it will enter into negotiations with the Union and negotiate in good faith before implementing any changes in terms and conditions of employment. The School further agrees it will give timely notice of at least ninety (90) days to the Union of its merger or other agreement with Bard or any other institution. The School will, at that time, disclose the particulars of its merger or other agreement, as well as any parameters that may affect the terms and conditions of employment of bargaining unit members.

**Article 37. No Strike/No Lockout**

37.1 During the life of this Agreement, the Union, its representatives, agents or members, will not cause, assist, encourage, participate in, condone, ratify or sanction and they will not take part in any strike, work stoppage, sit-down, slow-down, curtailment of work or restriction of work.

37.2 During the life of this Agreement, the School will not lock out faculty.

37.3 Notwithstanding the provisions of Article 11 Grievance Procedure, the School and the Union shall be entitled to obtain immediate arbitration whenever a violation of this Article is alleged.

**Article 38. Duration of Contract**

This Agreement shall take effect commencing on October 22, 2010 and shall continue in full force and effect through and until August 31, 2013. It shall automatically be renewed from year to year thereafter until notification is given in writing by either party to the other at least sixty days prior to the expiration of this Agreement, that changes are desired in this Agreement.

IN WITNESS WHEREOF, the School has caused this Agreement to be signed in its name and behalf by its President, hereto duly authorized and the Longy Faculty Union has caused this Agreement to be signed in its name and behalf by its President, hereto duly authorized, on the \_\_\_ day of \_\_\_\_\_ 2010.

For the Longy School of Music

For the Longy Faculty Union, AFT MA

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