

**Longy School of Music  
Faculty Contract**

2010 - 2013

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**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:

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 Consultation and Communication [Withdrawn]****Article 3. Academic Freedom - TA 1/7/11**

3.1 All teachers (whether faculty or not) will enjoy academic freedom as set forth in the Association of American Colleges and American Association of University Professors' "1940 Statement of Principles on Academic Freedom and Tenure with 1970 Interpretive Comments."

**Article 4. Intellectual Property Rights [Withdrawn: parties can refer to law and past practice]****Article 5. Non-Discrimination - TA 1/27/11**

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, wages and any other benefits, policies and/or other terms and conditions of employment.

**Article 6. Just Cause**

*Discipline shall be for 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 - TA 1/27/11**

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 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, employees, or agents.

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

8.4. A. Union representative may visit the School's premises for the purposes of Investigating and adjusting faculty complaints, 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.

8.5. At the beginning of each academic term, 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. The Union shall reimburse for the School for these costs.*

**Article 10. Union Membership - TA 1/27/11**

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. Neither the Union or the School will discriminate against or in favor of any bargaining unit member based on their union activity and/or membership or non membership 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 ineligible for continued teaching assignments in the subsequent semester(s) provided that upon payment of delinquent amounts the faculty member shall be eligible to resume teaching assignments.

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 A grievance is an allegation by any faculty member, the Union or the School that there has been a violation of an express provision of this Agreement.*

*If the grievant is the Union, the grievance may be filed initially at Step 3. If the grievant is the School, the grievance may be filed initially at Step 4. If the decision being grieved by a faculty member was made at a level above the faculty member's supervisor, the grievance may be filed at the Step involving the level of the decision maker.*

*11.2 If a Faculty member is discharged, the School will notify the Union within twenty-four (24) hours after the action. At the grievant's request, a meeting will be scheduled in accordance with Step 2 of this Section. The meeting will be held as soon as possible, but not later than fifteen (15) days from the date the discharge occurred. If no mutually satisfactory resolution of the issues is reached within the required time, the grievance shall follow the remainder of the grievance adjustment process.*

*11.3 (a) Step 1 – No later than 30 calendar days after the event giving rise to the grievance, or thirty (30) calendar days after the grievant should reasonably have learned of the event giving rise to the grievance, whichever is later, the grievant shall present the grievance in writing to his/her supervisor, namely the Department Chair (Conservatory) or the Associate Director (Community Programs). The supervisor, or his/her designee, shall meet with the grievant and Union representative, and shall respond in writing not later than fifteen (15) calendar days of the submission of the written grievance.*

*(b) Step 2 – If the grievance is not resolved to the satisfaction of both parties, by the Department Chair or Associate Director of Community Programs, the grievant, not later than fifteen (15) calendar days following receipt of the Department Chair's decision, shall submit a written grievance to the Dean of the Conservatory or the Director of Community Programs, as appropriate. The Dean of the Conservatory or the Director of Community Programs will investigate the grievance, meet with the grievant and Union Representative, and render a written decision within fifteen (15) calendar days of having completed the investigation, but in no event later than twenty (20) calendar days after receipt of the written grievance.*

*(c) Step 3 – If the grievance is not resolved to the satisfaction of both parties, by the Dean of the Conservatory or the Director of Community Programs, the grievant, will file an appeal with the Chief of Staff, or his/her designee, within fifteen (15) calendar days after receipt of the written decision. After receipt of the written appeal, the Chief of Staff or his/her designee will investigate the grievance, meet with the grievant and Union Representative, and render a written decision within fifteen (15) calendar days after receipt of the written grievance.*

*(d) Step 4 – Any grievance that has been properly and timely processed through the grievance procedure as set forth above and has not been settled at the conclusion thereof, may be appealed to arbitration by the Union or the School serving the other party and the American Arbitration Association ("AAA") with written notice not later than twenty (20) calendar days after receipt of the written answer of the other party at Step 3 of the grievance procedure. If the arbitrator selected must be excused, another panel will be requested.*

*11.4 The jurisdiction and authority of the arbitrator's opinion and award shall be confined exclusively to the interpretation and/or application of the express provisions of this Agreement at issue between the Union and the School. He shall have no authority to add to, detract from, alter, amend, or modify any provision of this Agreement. The arbitrator shall not hear or decide more than one grievance without the mutual consent of the School and the Union. The written award of the arbitrator on the merits of any grievance adjudicated within his jurisdiction and authority shall be final and binding on the grievant, the Union, and the School.*

*11.5 The fee of the AAA and the fees and expenses of the arbitrator shall be shared equally by the School and the Union; each party shall bear its own arbitration expenses.*

## **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 below to layoff faculty members under the following circumstances:*

- A. A financial exigency, or*
- B. A discontinuance of a program, department, curriculum, discipline, or section (e.g. Preparatory or Conservatory).*

*13.2 The School will provide the Union no less than three (3) weeks notice of its intention to layoff faculty members. It shall also provide with the notice, the information relevant to the necessity for the layoff. No later than one (1) week after such notice, the School shall meet and confer with the Union. At this meeting, the School shall provide the Union with a list of bargaining unit members in affected areas 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 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 removed from teaching those private student(s) 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 March 15, and for spring semester or summer term six 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, 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.*

14.2 *Faculty hiring and appointment procedures 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 Chair(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. Visiting appointments are subject to the same procedures as regular (new and replacement) appointments.*

*H. 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 and will not exceed two academic years.*

## **Article 15. Contracts and Annual Job Description Letters**

*15.1 Faculty members initially hired by Longy will receive one-year contracts. The decision by Longy to issue or reissue faculty one-year contracts in their first three years is not subject to Article 11. Grievance Procedure.*

*15.2 After six (6) semesters of employment during the academic year at the school the faculty member will be issued a three-year contract provided the faculty member receives an evaluation of 3.0 or better.*

*15.3 All faculty members in the bargaining unit as of the effective date of this agreement will be appointed to an initial five (5) year appointment. After this initial appointment, as long as a faculty member continues to receive an overall score of 3.0 or better on his/her most recent evaluation for a type of activity, he/she will continue to receive three-year contracts. Faculty evaluations will be on a three (3) year cycle. Faculty evaluations will be done in a timely fashion such that the process is finished in time for communication to*

*the faculty member by February.*

*15.4 If a faculty member does not receive an overall score of 3.0 or better on a particular type of activity, he/she will will receive annual contracts for that type of activity, during which time the procedure in Article 18(l) will be followed. All other activity will continue on a three-year contract basis.*

*15.5 Termination during a one, three or five-year contract will be made only for just cause.*

*15.6 Annual job description letters for faculty will be issued by July 15 and 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 the job description letter and return one to the Director of Human Resources within thirty days of issuance. A signed job description letter 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.*

*15.7 Summer term job description letters will be issued by January 30 for summer activity not included in another job description letter.*

## **Article 16. Personnel File - TA 1/27/11**

16.1. Personnel files shall contain information relevant to each employee's work at Longy including factual information such as salary history, performance evaluations 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 or Longy's designee. 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. 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. The information contained therein will be used by the administration only for management purposes in the normal operation of the business.

### **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").*

*17.5 Student evaluations will be used in the Teacher Observation and Evaluation process only as aggregate averages across each type of activity.*

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

*18.1 In recognition of the fact that Longy faculty work on a per-service basis in multiple types of activity, faculty evaluation shall be done on a type-of-activity basis. No faculty member shall suffer the loss of any contracted services without completing the procedures outlined below. In this context, the types of activity include (1) academic classroom instruction, (2) performance classroom instruction, (3) private lessons, (4) chamber music, and (5) large and small ensembles.*

*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 while taking care to preserve a diversity of teaching styles.*

*18.3 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.*

*18.4 Observation and Evaluation procedure:*

*A. This procedure will be applied for each type of activity, rendered by the faculty member. For example, types of activity include: classroom instruction, private lessons, chamber music and small ensembles, large ensembles, etc. Once every three years faculty members will be observed teaching one full class and/or lesson per divisional assignment on a mutually agreed upon date and time. 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. The faculty member will fill out and submit a Faculty Accomplishment Report (see Appendix B), which will be considered in the evaluation process.*

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

*E. Each of the panel members will prepare a written report to be reviewed by the faculty member in a meeting with the panel members. 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 response to these evaluations.*

*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) as below (see Appendix B Faculty Evaluation Form). The Weighted Score is calculated as shown.*

	<b>Chair</b>	<b>Observer 1</b>	<b>Observer 2</b>	<b>Averages</b>	<b>Weighting</b>
<b>Observation</b>	score 1-5	score 1-5	score 1-5	average 1-5	40%
<b>Student Aggregate</b>	NA	NA	NA	average 1-5	20%
<b>Professional</b>	score	score	score	average	20%

<b>Activity</b>	1-5	1-5	1-5	1-5	
<b>Recruitment</b>	score 1-5	NA	NA	score 1-5	10% for private 0% for classroom
<b>Institutional Service</b>	score 1-5	NA	NA	score 1-5	10% for private 20% for classroom
<b>Total</b>				Weighted Score 1-5	

*Reports 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 member's personnel file and a copy will be mailed to the evaluatee.*

*I. If the 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 Interim Teaching Observation and Evaluation during the next academic year. If a faculty member receives an final evaluation score of 2.0 or less on the regularly scheduled Teaching Observation and Evaluation and the subsequent Interim Teaching Observation and Evaluation for a type of activity, then the faculty member may be removed from teaching that particular activity.*

*J. 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. 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 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 of 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.*

*20.3 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.*

*20.4 Faculty committees shall not 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.*

*20.5 The School agrees that bargaining unit participation in Longy Committees as provided above 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.*

## **Article 21. Health and Safety - TA 1/7/11**

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.

21.2 Faculty concerns and recommendations over health and safety shall be the subject of the labor management committee consideration.

## **Article 22. Faculty to Staff Communications - TA 1/27/11**

Every academic year, the School will publish and distribute a current organizational chart outlining Faculty and administrative staff areas and positions, including Faculty and staff members' names, titles, duties, and contact information.

## **Article 23. Teaching Assignments**

*23.1. The School values the continuity of faculty and shall endeavor to assign to each member of the faculty not less than an amount of total teaching activity that is sought by the faculty member.*

*23.2. Each semester, faculty shall be afforded the opportunity to communicate their desire and availability to perform work including type of work (class, individual lessons, chamber group etc.), the days on which they are available, the age and/or level of students they would like to teach.*

*23.3. "Core faculty" consists of faculty members who meet the following criteria:*  
*a. Currently, on a three-year or longer contract, and*  
*b. Have fifteen (15) or more benefit units in either of the last two fiscal years, or*  
*c. Faculty who are not in the string, voice, or piano departments but have three (3) or more benefit units in either of the last two fiscal years.*

23.4. *Students requesting a faculty member for private instruction, or a group of students requesting a faculty member for chamber music / small ensemble coaching shall be assigned to the requested faculty member provided the faculty member accepts the student or group. Students recruited by a faculty member for private instruction shall be assigned to the faculty member.*

23.5. *The School and the Union agree that it is a priority to assist faculty in maintaining their eligibility for benefits once they become eligible. Beyond criteria listed in No. 4 above, full-time faculty (18 or more benefit units) who drop below 22 benefit units or modified-full-time faculty (more than 15 but less than 18 benefit units) who drop below 18 benefit units may request and will be given first priority in assignment of private lessons or chamber music / small ensemble coaching assignments if private students are not available, or as applicable, classroom instruction.*

23.6. *“Core faculty” members whose benefit unit amount at the beginning of the academic year is less than 15, may request and will be given next priority in assignment of private lessons, or chamber music / small ensemble coaching assignments if private students are not available, or as applicable, classroom instruction.*

23.7. *Beyond the assignment procedure above, assignment of private lessons, or chamber music / small ensemble coaching assignments if private students are not available, or as applicable, classroom instruction, shall be based on equitable rotation.*

#### **23.8 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, recommended by the Conservatory Curriculum Committee (CCC), and approved by the Conservatory Advisory Council. Other classroom instruction assignment is made by the Dean of Conservatory pursuant to Article 23.4-7. The Dean of Conservatory may ask 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, considering the recommendations of the CCC.*

*B. Community Programs: Faculty members are appointed to teach Preparatory and Continuing Studies classes for which they have submitted a course proposal and which have been, recommended by the Community Programs Curriculum*

*Committee and approved by the Director of Community Programs. Other classroom instruction assignment is made by the Director of Community Programs pursuant to Article 23.4-7.*

*23.9 Once per semester the Dean of the Conservatory and Director of Community programs shall provide to faculty and post a listing about assignments (students, classes, seminars, chambers groups, small/large ensembles):*

- *discipline requested,*
- *age,*
- *level,*
- *which days/times were requested,*
- *which faculty members*
- *how assignments was made (request, recruited, assigned by School)*
- *what type of assignment*
- *the number of inquiries for instruction,*
- *number of students assigned,*

### **Sample Form**

*Student*\_\_\_\_\_ *What Service (indiv, class, chamber group)*

*Discipline:*\_\_\_\_\_ *Age:*\_\_\_\_\_ *Level:*\_\_\_\_\_

*Date/Time Requested:*\_\_\_\_\_

*Student Assigned to* \_\_\_\_\_

*Assignment due to* \_\_\_request, \_\_\_recruitment or \_\_\_ assignment by  
\_\_\_\_\_

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

## **Article 24. Divisional Assignments**

24.1. All Longy faculty members are permanently 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.

<b>Change of:</b>	<b>Needs permission of:</b>	<b>Faculty member should also notify:</b>
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 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)
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

**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) to maintain a faculty member's benefit unit 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.

*4. Faculty members may singly or in combination with another family member employed by the school, use the School's contribution(s) for insurance towards purchase of individual, two person, or family plans.*

*5. The insurance contribution(s) paid by faculty members shall be eligible for pre-tax deduction.*

6. 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.

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 *throughout the School* 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 *throughout the School* 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) *throughout the School* 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 *per semester* 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 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 in 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 no 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 - TA 1/27/11**

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 that any provision is held invalid or enforcement of or compliance with which has been restrained as set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations upon the request of either party or both, for the purpose of arriving at a mutually satisfactory replacement for such provisions during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement, either party or both shall refer the subject matter to arbitration as provided herein.

#### **Article 35. Modification - TA 1/27/11**

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 acquired by, consolidated or merged into or with any other school, college, university or any other entity during the life of this Agreement, any agreement entered into by the Board of Trustees with such entity will include a provision that any successor trustees and entities shall be a party to and signatory to this Agreement. Any agreement with such entity shall also include a provision that such new employer will hire all faculty employed by Longy and that such new employer will recognize the present bargaining unit.*

*[See attached Side Letter as well]*

#### **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 Management Rights (Subject to School's acceptance of Union's 2/5/11 Contract Proposal)**

*Except as expressly modified or restricted by a specific provision of this Agreement, all statutory and inherent managerial rights, prerogatives and functions are retained and vested exclusively in the School, including the rights: to reprimand, suspend, discharge or otherwise discipline Faculty members for just cause; to determine the number of Faculty members to be employed at the School; to recruit and hire Faculty members, including but not limited to Visiting Faculty (who will be retained in that capacity for no more than two years, Artists-in-Residence (no more than 5% of the bargaining unit at any given time), and Teaching Associates (subject to agreement with the union); to determine their qualifications, and assign, re-assign, transfer and direct their work, to layoff and recall to work; to maintain or improve the efficiency of operations; to determine the personnel methods, means and facilities by which business operations are conducted; to close down or relocate the School's operations or any part thereof; to create, expand, reduce, alter, combine, transfer, assign or cease any job, program, curriculum design, operation or service to control and regulate the use of machinery, facilities, equipment and other property of the School; to issue, amend and enforce reasonable work rules, policies and practices; and to take whatever action is either necessary or advisable to manage and fulfill the mission of the School and to direct the School's Faculty members. The School has full and exclusive control, management, and operation of its business and its affairs. The School's failure to exercise any right, prerogative, or function in a particular way, shall not be considered a waiver of the School's right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.*

**Article 39. 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**

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**For the Longy Faculty Union  
AFT MA**

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## **Appendix A. Committees**

*The following official committees shall be established.*

*1.1 The Faculty Planning Committee (FPC) will be comprised of six voting faculty members, three members from each division, elected by the faculty, serving two-year, staggered terms. The FPC shall also include the Dean of the Conservatory and the Director of Community Programs as ex officio, non-voting member. The Committee will elect a Chairperson and Secretary. Election of FPC members shall occur in March with terms beginning in September. All non-management faculty both inside and outside the bargaining unit may vote in elections and serve on the committee.*

*1.2 The parties acknowledge that the School retains full discretion to determine the mission of the School, number of faculty positions, the student/faculty ratio, required courses, balanced offerings and selection, faculty loads, makeup of the divisions and departments, and the academic purposes of the School. Taking their direction from the School's decisions on these matters, the FPC may make recommendations for long-range faculty planning. Any member of the faculty or administration may bring agenda items to the Committee. The Dean of the Conservatory and the Director of Community Programs will make final decisions on all FPC recommendations or proposals. All of these decisions will be communicated in writing to the faculty as soon as reasonably practicable. The FPC will meet no more than six times a year.*

### **2. Faculty Development Committee**

*2.1 The purpose of the Faculty Development Committee (FDC) is to make recommendations for approval of faculty professional development applications. Applications for faculty professional development will be submitted to the FDC. All non-management faculty both inside and outside the bargaining unit may vote in elections and serve on the committee.*

*2.2 The FDC will be comprised of three voting faculty members, one from each division and one at-large, elected by the faculty, serving two-year, staggered terms. The Administration will have two ex officio, non-voting members of the FDC. The FDC will elect a Chairperson and Secretary. Election of FDC members will occur in March with terms beginning in September. The committee will meet no more than 4 times a year.*

*2.3 The Administration will make final decisions on all FDC recommendations. Funding of proposals approved by the administration is subject to funding availability. All of these decisions will be communicated in writing to the faculty as soon as reasonably practicable.*

### **3. Labor Management Committee**

*3.1 There will be a Labor Management Committee (LMC) which will be comprised of six members: up to three members appointed by the the Longy Faculty Union Executive Board, and up to three members appointed by the President of Longy. The purpose of the LMC is to discuss and resolve issues of concern to the faculty and / or management as they may arise. This Committee will not be empowered to bargain unless an issue has been delegated in writing by both sides to the Committee for resolution. The Committee shall meet at least every other month to discuss issues of mutual concern. Faculty committee members shall serve without compensation.*

### **4. Curriculum Committees**

#### **4.1 Conservatory Curriculum Committee**

*4.1.1 The Conservatory Curriculum Committee (CCC) will be comprised of six voting members: two members of the Conservatory Academic Council (CAC) and four at-large members of the Conservatory faculty, elected by the Conservatory faculty, serving two-year, staggered terms. The Dean of the Conservatory, the Associate Dean for Academic Affairs, and the Assistant Dean for Faculty and Curriculum Development are ex officio, non-voting member of the CCC. Election of CCC members will occur in March with terms beginning in September. All non-management Conservatory faculty both inside and outside the bargaining unit may vote in elections and serve on the committee.*

*4.1.2 The purpose of the CCC is to serve as a resource for faculty and administration to bring forth new or revised curriculum proposals, to propose changes to departmental curriculum or requirements, to periodically review school-wide requirements within the Conservatory programs and to make recommendations to the Conservatory Academic Council. In all cases, however, the administration retains the right to act on all matters of curriculum as they see best in order to exercise their authority and responsibility to operate the School. The committee will meet no more that 6 times a year.*

*4.1.3 Any member of the faculty or administration may bring curricular ideas as defined in 4.1.2 to the CCC. The CCC will vote to determine its curricular recommendations. The administration will consider CCC recommendations and make all final decisions. All final administration decisions will be communicated in writing by the administration to the faculty as soon as reasonably practicable.*

#### **4.2 Community Programs Curriculum Committee**

*4.2.1 The Community Programs Curriculum Committee (CPCC) will be comprised of six voting members: two members of the Community Programs administration and four at-large members of the faculty, elected by the Community Programs faculty, serving two-year, staggered terms. The Director of Community Programs is an ex-officio, non-voting member of the CPCC. The CPCC will elect a Chairperson and Secretary. Election of faculty members will occur in March with terms beginning in September. All non-management Community Programs faculty both inside and outside the bargaining unit may vote in elections and serve on the committee.*

*4.2.2 The CPCC serves as a resource for faculty and administration to bring forth curriculum proposals and new ideas about curriculum and to make recommendations to the Director of Community Programs. In all case, however, the administration retains the right to act on all matters of curriculum in conjunction with their authority and responsibility to operate the School. The Committee will meet no more than 4 times a year.*

*4.2.3 Any member of the faculty or administration may bring agenda items to the CPCC. The CPCC will vote to determine its curricular recommendations. The Director of Community Programs will make final decisions on all CPCC recommendations. All of these decisions will be communicated in writing to the faculty as soon as reasonably practicable.*

**Appendix B. Evaluation Forms****LONGY SCHOOL OF MUSIC  
FACULTY ACCOMPLISHMENT REPORT  
For the Academic Year:****Name of Faculty Member:**

*Each faculty member is asked to complete the following Accomplishment Report providing data about his/her work in the previous academic year. This Report may be reviewed by the Department Chair(s), President, or Deans(s).*

*Answers may be provided on separate sheets attached to this form. This form can also be sent to faculty members as an e-mail attachment (in MS Word). Please request copies from Ruth Blackburn (rblackburn@longy.edu).*

**1. TEACHING**

*Courses taught (include course titles and division: Prep, CS, Con):*

- *Fall:*
  
- *Spring:*
  
- *Summer:*

*Lessons taught (include number of students and division)*

- *Fall:*
  
- *Spring:*
  
- *Summer:*

*Ensembles led (include ensemble name and division):*

- *Fall:*
- *Spring:*
- *Summer:*

*Other teaching activity (e.g., chamber coaching, independent studies, guest appearances, etc.):*

- *Fall:*
- *Spring:*
- *Summer:*

*Please provide any additional information about your teaching here (or attach on separate sheets).*

*This will normally include information about new courses developed or revised courses, and new approaches to any facet of your teaching undertaken in the last year. Evidence of student learning and achievement may also be included here.*

## **2. PROFESSIONAL ACTIVITY**

*Please list here (or attach on separate sheets) appropriate professional activities, including affiliations, performances, publications, attendance at professional meetings, clinic/adjudication activities, or awards.*

*Please provide any additional information about your professional activity here. In addition, faculty members may, but are not required to, provide a brief self-assessment of their professional activity here.*

## **3. INSTITUTIONAL SERVICE**

*Please list here ( or attach on separate sheets) any participation in committees, juries, audition panels, special activities, or events at the school. Also, list any external activities relevant to student recruitment.*

*Please provide any additional information about your institutional service here. In addition, faculty members may, but are not required to provide a brief self-assessment of their institutional service here.*



# **FACULTY EVALUATION FORM**

## **SAMPLE COPY**

*Department Chairs: Complete the following form for each faculty member in your department currently scheduled for review. Provide a short statement addressing each of the areas of evaluation and ratings using the following standards: Excellent (5), Very Good (4), Good (3), Needs Improvement (2), or Unsatisfactory (1) or Does Not Apply.*

*This form can be sent to Department Chairs via e-mail (in MS Word) upon request.*

### **1. Teaching Effectiveness**

*Criteria to be used may include: (a) effective communication of course and/or lesson content to students, (b) evidence of student learning and achievement, (c) evidence of flexibility and adaptability in dealing with various types and levels of students, (d) revision and renewal of teaching methods including professional development activities related to teaching, (e) effective general communications to students including provision of syllabi where applicable, (f) provision of office hours if compensated and as appropriate for classroom teaching.*

*Chair's response:*

*[actual form contains more space here]*

*Rating (1-5): \_\_\_\_\_*

*Student Aggregate Rating (1-5): \_\_\_\_\_*

### **2. Professional Activity**

*Criteria to be used will include: (a) participation in reasonable and appropriate professional activity, including such things as affiliations, performances, publications, attendance at professional meetings, clinic/adjudication activities, or awards.*

*Chair's response:*

*[actual form contains more space here]*

*Rating (1-5): \_\_\_\_\_ (Chair only)*

### **3. Institutional Service**

*Criteria to be used will include: (a) reasonable support for departmental functions and*

*administrative requests, (b) reasonable participation in school events, (c) recruitment and retention of students where applicable, (d) presence at admissions, auditions, and promotional juries where applicable.*

*Chair's response:*

*[actual form contains more space here]*

*Rating for Recruiting (1-5): \_\_\_\_\_ (use only for private teaching)*

*Rating for Other Service (1-5): \_\_\_\_\_*

*Overall Rating: \_\_\_\_\_*

**Faculty response:** *The faculty member under review may provide additional comments within two weeks of the final meeting with the chair. Comments will be shared with the Dean of Conservatory and Director of Community Programs and will become a part of the faculty member's permanent file.*

*[actual form contains more space here]*

**See Faculty Handbook Section VIII.A.4.** *Faculty members will sign their form at the time of the final meeting with the chair.*

<b>Department Chair:</b>	<hr/> <i>Signature/date</i>
<b>Dean of Conservatory or Director of Community Programs</b>	<hr/> <i>Signature/date</i>
<b>Faculty member</b>	<hr/> <i>Signature/date</i>

*Note: the signature of the faculty member under review confirms that the individual has read the written review. It does not necessarily constitute agreement with the contents.*



**Appendix C. Side Letter of Agreement**

*The Board of Trustees of Bard College on behalf of Bard College hereby represents and agrees that in the event that Bard College acquires, acquires the assets of, consolidates or merges with Longy School of Music during the life of the Collective Bargaining Agreement ("CBA") between Longy and the Union, the Board of Trustees of Bard College shall be a party to and signatory to the CBA, Bard College will hire all faculty then employed by Longy, and Bard College will recognize the present Bargaining Unit as an appropriate unit.*

*The Board of Trustees of Bard College represents that it or its designees has reviewed the CBA.*

**Board of Trustees of Bard College**

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*Name, Title*

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*Date***Longy School of Music**

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*Name, Title*

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*Date***Longy Faculty Union**

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*Name, Title*

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*Date*