

Longy School of Music

Contract Proposal Dated 2/11/11

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| 27. | Spaces for Faculty | Withdrawn |
| 28. | New and/or Additional Facilities and Locations | Withdrawn |
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| 35. | Successorship | Withdrawn |
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Preamble Agreement between LSM and LFU of AFT (TA 2/11/11)

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

Article 1. Recognition of the Union (TA 2/11/11)

Longy recognizes the Union as the exclusive representative with respect to rates of pay, hours of work, and other terms and conditions of employment for all of Longy's employees who are members of the certified bargaining 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 currently teaching, and 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," hereinafter referred to as the "Unit" or "Faculty."

Article 2. Consultation and Communication [withdrawn]

Article 3. Academic Freedom (TA 1/7/11)

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 Intellectual Property Rights [withdrawn]

Article 5. Non-Discrimination (TA 1/27/11)

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 (2/8/11)

Discipline shall be for just cause.

Article 7. Maintenance of Standards [withdrawn]

Article 8. Union Rights and Visitation (TA 1/27/11)

8.01 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.

8.02 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.

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

8.04 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.

8.05 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 (TA 2/11/11)

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 the School for these costs.

Article 10. Union Membership (TA 1/27/11)

10.01 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.

10.02 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 (30) day following the date of execution of this Agreement or the commencement of employment, whichever is later.

10.03 Except as otherwise provided in Section 10.02 of this Article, as a condition of continued employment, on or after the thirty-first (31) day following the execution of this Agreement or the commencement of employment, whichever is later, all faculty members shall become members of the Union.

10.04 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.

10.05 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.

10.06 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.

10.07 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 (TA 2/5/11)

11.01 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.

11.02 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.

11.03 (a) Step 1 – No later than thirty (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.

11.04 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.

11.05 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 (TA 2/11/11)

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 (TA 2/11/11)

13.01 Longy shall have the right to layoff faculty members for legitimate business reasons which include the following:

- Financial exigency; or
- Discontinuance of a program, department, curriculum, discipline or section

13.02 Before the implementation of a layoff there shall be a meeting with the Union upon reasonable notice to discuss the rationale for and implementation of such layoff. At this meeting, the School shall provide the Union with a list of bargaining unit members designated for possible layoff.

13.03 Resulting layoffs of faculty will be made within an instrument or teaching discipline 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

13.04 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 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 (TA 2/11/11)

The School will apply the Hiring and Appointment Procedures contained in Longy's 2009-2010 Faculty Handbook with the following conditions:

- Not less than $\frac{3}{4}$ of the vacancies during the term of the contract shall be posted
- Faculty members will be given an opportunity to be considered for positions for which they are qualified and for which a search has been undertaken

Article 15. Faculty Appointments and Re-appointment (TA 2/11/11)

15.01 Initial Hires – Faculty members initially hired by Longy will receive one-year appointments. The decision by Longy to appoint or re-appoint Faculty to one year appointments is not subject to Article 11, Grievance Procedure.

15.02 After an initial three (3) year probationary period, all faculty appointments will be on a three (3) year appointment basis during which removal from the faculty shall only be done for just cause during the appointment period. The decision by Longy to appoint or re-appoint Faculty to three (3) year appointments will not be subject to Article 11, Grievance Procedure.

15.03 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 five (5) year appointment, all future faculty appointments will be on a three (3) year appointment basis during which removal from the faculty shall only be done for just cause during the appointment period. 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 in March as to whether or not the faculty member will receive a three (3) year re-appointment. The decision by Longy to re-appoint Faculty to a three (3) year appointment will not be subject to Article 11, Grievance Procedure. The faculty member generally will be notified in writing no later than March 15 of the preceding academic year that the School will not renew his or her agreement.

Article 16. Personnel File (TA 1/27/11)

16.01 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 document 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.

16.02 When an employee goes to the office to review, copy or initial documents pursuant to the procedure in (16.01) above, he/she shall have the right to do so with or without a Union representative present.

16.03 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 (TA 2/11/11)

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.

Faculty members shall have access to all course and lesson evaluation forms.

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. Anonymous student evaluations will not be included in a faculty member's personnel file.

Conservatory

All faculty are expected to distribute evaluations to students in all classes they teach. The School will leave evaluations in all private studio student mailboxes. All courses and private studio instruction will be evaluated at the conclusion of each semester. Student evaluations will be considered in the aggregate.

Student Evaluations of classroom and studio teaching is one of the criteria for a faculty member's evaluation.

Community Programs

Community Program students enrolled in private lessons will be asked to fill out private lesson evaluation forms at the end of each school year. Students enrolled in classes or ensembles will be asked to fill out evaluations at the end of each semester. Student evaluations of classroom and studio teaching will be considered in a faculty member's evaluation. Student evaluations will be considered in the aggregate.

Article 18. Faculty Evaluations (TA 2/11/11)

18.01 One goal of Faculty evaluations is to provide a means to maintain the highest professional standards of faculty teaching and service. Evaluations are part of a positive experience in which Faculty members have an opportunity to better understand those areas in which they are successful and those areas in which they can improve.

The School and the Union recognize that an evaluation of a musician is more likely to be fruitful if it engages and respects the process of self-evaluation. It should have a spirit of support and creativity with a goal of making improvements that enhance the educational experience of the students, the faculty and the School.

The Faculty evaluation form will allow for each faculty member to be rated on a type-of-activity basis, depending upon the faculty member's contracted services during the evaluation period. 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, while the Faculty Evaluation form reflects specific expectations of the Faculty, faculty members are required to meet these expectations throughout their appointment with Longy.

Conservatory

Faculty will be evaluated every three years. This evaluation will be conducted by the Department Chair, in consultation with the Dean of the Conservatory. (See Appendix B for the Conservatory Evaluation Form)

The Department Chair to whom the faculty member is assigned will meet with the faculty member being evaluated no later than [date TBD]. At this time, the Department Chair will review the completed evaluation with the faculty member. The evaluation will become part of the faculty member's official personnel file.

The faculty member will have up to one month in which to present an optional response to their evaluation, which will be included in their evaluation and become part of the faculty member's personnel file.

Community Programs

Community Programs faculty will be evaluated every three (3) years. This evaluation will be conducted with the Director and Associate Director of Community Programs in conjunction with the Chair of Chamber Music and Small Ensembles where appropriate. (See Appendix C for the Community Program Evaluation Form)

Evaluative Statement

The Department Chair/Director will prepare a thorough yet concise statement of evaluation for each of the categories. The following evaluative terminology shall be used

for each category:

- | | |
|---|-------------------|
| 5 | Excellent |
| 4 | Very Good |
| 3 | Good |
| 2 | Needs Improvement |
| 1 | Unsatisfactory |

18.02 Peer Review (TA 2/11/11)

At his/her option, the faculty member being evaluated may select up to two faculty peers (observers) to perform an observation for each type of activity performed by the evaluatee. Each of the observers will prepare a written report to be reviewed by the faculty member. In their written reports, observers 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.

For purposes of sharing their observations and perspectives with the evaluatee and the Department Chair/Director, each observer will assign a grade of Excellent (5), Very Good (4), Good (3), Needs Improvement (2), or Unsatisfactory (1).

The faculty member may provide a written rebuttal to these evaluations.

Written reports from the observers will be forwarded to the Department Chair/Director for their consideration in the overall evaluation.

18.03 Observation of Faculty Teaching (TA 2/11/11)

Conservatory

The President, Dean of the Conservatory and all Department Chairs reserve the right to observe all classroom and studio teaching by faculty.

Community Programs

The President, Director of Community Programs and/or her designee(s) reserve the right to observe all classroom and studio teaching by faculty.

Article 19. Student Recruitment [withdrawn]

Article 20. Participation in Longy Committees (TA 2/11/11)

20.01 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.

20.02 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.

20.03 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.

20.04 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.

Article 21. Health and Safety (TA 1/7/11)

21.01 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.

21.02 Faculty concerns and recommendations over health and safety shall be the subject of Labor Management Committee consideration.

Article 22. Faculty to Staff Communication (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 (TA 2/11/11)

The School values the continuity of faculty and shall engage in best efforts to assign to each member of the faculty not less than an amount of total teaching activity that is sought by the faculty member.

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.

Conservatory

Conservatory students are assigned private instructors by the Department Chair in consultation with their departmental colleagues and the Dean of the Conservatory. Student requests are considered and honored subject to the approval by the Department Chair. Such approval will not be unreasonably withheld. Students specifically recruited by a faculty member are assigned to that faculty member. Studio assignments may be reviewed at the request of the student, faculty member, or Department Chair. Students are reassigned following consultation with the faculty member and the Department Chair, and with the approval of the Department Chair and the Dean of the Conservatory.

Community Programs

It is the responsibility of the Director of Community Programs to assign new and incoming students to faculty members within the school. Student requests are considered and honored subject to the approval by the Director of Community Programs. Such approval will not be unreasonably withheld. Students specifically recruited by a faculty member are assigned to that faculty member. A faculty member's preferences for type of student and total number of students will be honored as much as possible, however the Director has the responsibility of placing a student with a faculty member who s/he feels will best fulfill the student's needs and wishes. Scheduling and faculty availability are essential determinants when placing a student. As long as a faculty member maintains an up-to-date schedule on file, faculty members will be considered available on all days in which they have an open time slot, to the extent practicable.

Once per semester the Dean of the Conservatory and the 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
- number of students declined by instructor
- number of students leaving studio

Student _____ What Service (individ., class, chamber group)

Discipline _____ Age _____ Level _____

Date/Time Requested: _____

Student Assigned to _____

Assignment due to ___ request, ___ recruitment or ___ assignment by _____

Assignment of Classroom Instruction

Community Programs

Faculty members are required to submit the requisite course proposal (which includes an overview of the course, its goals and expectations and a draft of a syllabus) which will be subsequently brought to the CP Curriculum Committee for review and will be subject to the approval of the Associate Director and/or Director of Community Programs in consultation with the President.

Assignment of classroom instruction, including faculty assignment and curriculum development is coordinated by the Associate Director of Community Programs in consultation with the CP Director.

Conservatory

Faculty members are required to submit the requisite course proposal (which includes an overview of the course and its goals and expectations and a draft of a syllabus) which will be subsequently brought to the Conservatory Curriculum Committee for review and will be subject to the approval of the Department Chair, Conservatory Academic Council, and the Dean of the Conservatory.

Assignment of classroom instruction, including faculty assignment will be determined by

the Conservatory Academic Council and the Dean of the Conservatory.

Article 24. Divisional Assignments (TA 2/11/11)

All faculty members will maintain their current divisional assignments for the duration of their appointments.

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

Article 25. Classroom & Studio Maintenance [withdrawn]

Article 26. Scheduling of Rooms for Studio and Classroom Teaching and Coaching [withdrawn]

Article 27. Spaces for Faculty [withdrawn]

Article 28. New and/or Additional Facilities and Locations [withdrawn]

Article 29. Parking [withdrawn]

Article 30. Leaves of Absence [withdrawn]

Article 31. Faculty Professional Development [withdrawn]

Article 32. Benefits (TA 2/11/11)

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

For the sole purpose of determining employment benefits for faculty members, a distinction is made between “part-time,” “modified full-time,” and “full-time” faculty based on levels of teaching and other activity. Benefit units are calculated by dividing the total pay from the previous summer term and continuing through the end of the spring semester, divided by twenty-eight (28) weeks.

32.01 Health Insurance

Eligible Faculty: Faculty members with fifteen (15) or more benefit units.

Eligible Faculty may choose to enroll in Longy’s group health insurance plan. Longy’s current health insurance is through Blue Cross Blue Shield of Massachusetts. Eligibility requirements are negotiated and determined by the School and the insurance provider. Longy makes a contribution to offset the premium cost, with the remaining balance withheld on a pre-tax basis from the Faculty’s monthly paycheck. Faculty members who have fewer than fifteen (15) benefit units are part-time and are eligible to participate in Commonwealth Connector programs through pre-tax payroll deduction without contribution from the School.

In the event a faculty member participates in Longy’s group health insurance plan, Longy will make the following contributions per policy:

- Faculty members with 18+ benefit units per week – 80% of the individual monthly premium for that plan
- Faculty members with 15-18 benefit units per week – 40% of the individual monthly premium for that plan

Eligible Faculty may also arrange for health insurance for his/her immediate family (spouse, domestic partner, and/or children). The Faculty must pay the difference between Longy’s contribution and the cost of the additional coverage.

Longy reserves the right to change, at any time, the group health insurance provider as long as the School maintains substantially equivalent benefits. To the extent possible, the School will strive to provide a minimum of two months’ notice to all participating Faculty in the event of such a change.

Qualifying faculty members who decide to enroll in the health program may do so only during the School’s annual open enrollment period. Faculty members must maintain the required minimum number of weekly benefit units in order to remain eligible for the

program from one year to the next. The School provides a “grace period” during which a faculty member, whose units have fallen below fifteen (15) benefit units, may continue to receive the School’s lower-level contribution toward health insurance for one plan year. During that one-year grace period, the faculty member must raise his/her units to the qualifying level to continue to be eligible for the program in the subsequent year.

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. The insurance contribution(s) paid by faculty members shall be eligible for pre-tax deduction from the primary policy holder’s paycheck.

32.02 Dental Insurance

Eligible Faculty: Faculty members with fifteen (15) or more benefit units.

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

Longy reserves the right to change the group dental insurance provider at any time. To the extent possible, the School will strive to provide a minimum of two months’ notice to all participating Faculty in the event of such a change.

32.03 Long-Term Disability Insurance

Eligible Faculty: Faculty members with fifteen (15) or more benefit units.

The School provides long-term disability insurance to faculty members with 15 or more benefit units. Faculty members must maintain the required minimum number of weekly benefit units in order to remain eligible for the program from one year to the next. The insurance provider determines eligibility requirements.

32.04 Flexible Spending Accounts (FSAs)

Eligible Faculty: Faculty members with three (3) or more benefit units.

The School offers participation in an FSA program (also called a Section 125 plan). Faculty members are allowed to contribute pre-tax dollars to either a medical reimbursement plan and/or a dependent care reimbursement plan.

32.05 Qualified Transportation Expense (QTE) Plan

Eligible Faculty: All Faculty members.

The School offers participation in a QTE program. Faculty members are allowed to contribute pre-tax dollars to pay for eligible commuting expenses. There are two types of accounts: Mass Transit Account and Parking Account.

32.06 403(b) Retirement Plan

The School currently offers its employees options for tax-deferred retirement investment in a 403(b) plan. Retirement accounts are currently provided through Fidelity Investments or TIAA-CREF.

The School does not provide tax or investment consultation. The School reserves the right to change investment providers and make any changes required by law.

Voluntary Employee Contributions

All faculty may contribute to the 403(b) plan on a salary-withholding basis, subject to the limitations set by the federal government. Faculty may make regular monthly contributions through salary withholding to their individual 403(b) account at any time during their employment at Longy.

Longy Contributions

Longy will make a matching contribution for faculty members with fifteen (15) or more benefit units to a 403(b) account as follows:

| Benefit units | Longy contribution |
|--|--------------------|
| 15 or more, but less than 18, units per week | Match up to 3% |
| 18 or more units per week | Match up to 5% |

32.07 Tuition Discount

Faculty will receive discounted tuition rates for offerings of the Longy School of Music.

Community Programs

Private Lessons, chamber music & small ensembles: Employees studying privately with a Longy faculty member, participating in a Longy chamber music group or small ensemble in the Community Programs will receive a 40% discount on the price of tuition. The registration fee is waived.

Classes, workshops, and large ensembles: Employees and their immediate family members may enroll in Community Programs classes, workshops and large ensembles at no charge even if the minimum enrollment has not been met. The registration fee is waived.

Conservatory

Only matriculated Conservatory students can receive Conservatory instruction. Immediate family members currently receive a 15% discount on the price of tuition for classes and workshops taken for credit. Any Longy employee or their immediate family 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.

32.08 Concert Tickets

Whenever possible, faculty are eligible to receive one free ticket for admission to Longy events. The Concert Office will determine events for which this benefit will not apply (including, but not limited to, benefit concerts or sold-out events).

Article 33. Faculty Compensation (TA 2/11/11)

33.01 Base Rate and Compensation Ratio System

All Conservatory and Community Programs faculty are part time employees and therefore paid per service. There is no obligation on the part of the School to guarantee a certain level of income or number of services.

Each faculty member will be assigned a base hourly rate by the School.

| <u>Level</u> | | <u>Effective</u> <u>7/1/11</u> | <u>Effective</u> <u>7/1/12</u> | <u>Effective</u> <u>7/1/13</u> |
|--------------|---------|-----------------------------------|-----------------------------------|-----------------------------------|
| | | +3% | +2% | +3% |
| Level 1 | \$36.36 | \$37.45 | \$38.20 | \$39.35 |
| Level 2 | \$42.10 | \$43.36 | \$44.23 | \$45.56 |
| Level 3 | \$49.60 | \$51.09 | \$52.11 | \$53.67 |
| Level 4 | \$60.26 | \$62.06 | \$63.30 | \$65.19 |

Faculty compensation will be calculated using the faculty member’s base hourly rate and the compensation ratio systems described below.

Contact hours for classes and ensembles are subject to the approval of the administration.

Full-semester classes in the Conservatory are compensated based on fourteen (14) weeks, with classes meeting for thirteen (13) weeks to be followed by exams and/or final performances. Full-semester classes in Community Programs vary by program, most classes and ensembles meeting for fifteen (15) weeks and most large ensembles and private lessons meeting for sixteen (16) weeks—in each case, compensation is based on the number of meetings. Classes meeting less than a full semester or during the summer are compensated based on the number of meetings.

The School reserves the right to change the standard number of sessions for each activity per semester, as well as the structure of the Academic Calendar.

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

Conservatory Faculty Pay Schedule

| <u>Activity</u> | <u>Pay rate or formula</u> |
|--|----------------------------|
| Chamber music and small ensembles | base rate x 1.25 |
| Class instruction (academic) (see note 1 below) | base rate x 1.75 |
| Class instruction (performance) (see note 2 below) | base rate x 1.5 |
| Large ensembles | base rate x 1.75 |

| | |
|---|------------------|
| Large ensemble sectionals | base rate x 1.25 |
| Leading coordinated classes (see note 3 below) | base rate x 0.5 |
| Musical coaching in voice and opera | base rate |
| Studio instruction (primary, credit) | base rate x 1.5 |
| Studio instruction (primary, non-credit) | base rate x 1.5 |
| Studio instruction (secondary) | base rate |
| Tutorial replacing academic course | base rate x 1.75 |
| Tutorial replacing performance course | base rate x 1.5 |
| Tutorial (other) | base rate |
| Experiential Education Program mentoring (see note 4 below) | base rate |
| Independent study project advisor/reader (see note 5 below) | base rate |
| Observing student teaching (see note 6 below) | base rate |
| Auditions | base rate x 0.5 |
| Juries (see note 7 below) | base rate x 0.5 |
| Portfolio review | base rate x 0.5 |
| Proficiency examinations | base rate x 0.5 |

(1) Academic classes consist of lecture preparation and grading of written work throughout the semester. Included are music theory, music history, and pedagogy courses, as well as research courses and those listed as MM theory and history distribution requirements.

(2) Performance classes consist of significant in-class performance, rehearsal, or coaching, and typically include occasional lectures and grading of written work, possibly including a final project.

(3) Individual sessions of coordinated classes are paid at the corresponding rate for academic or performance classes.

(4) EEP mentors are paid for three hours in the first semester and eight hours in the second semester and must observe the student's final project.

(5) ISP advisors are paid for six hours and must provide four hours of advising and attend the final presentation. ISP second readers will be paid for two hours.

(6) Observing student teaching can not exceed one hour per student per semester.

(7) Primary studio instructors will not receive compensation for attending juries of their own students.

Community Programs Faculty Pay Schedule

| Activity | Ratio |
|----------|-------|
|----------|-------|

| | |
|--|-----------------|
| Private Lesson | base rate x 1.0 |
| Chamber Music, Small Ensembles & Instrumental Choirs | base rate x 1.0 |
| Performance classes (e.g., Dalcroze Classes, Suzuki Group Class, Instrumental/Vocal Classes) | base rate x 1.3 |
| Academic classes (e.g., Theory, Music History & Composition) | base rate x 1.5 |
| Large Ensemble | base rate x 1.5 |
| Auditions | base rate x 0.5 |
| Juries & Evaluation Panels | base rate x 0.5 |
| Hosting Recitals and Concerts | base rate x 0.5 |

Stipends

Flat-fee stipends will be assigned a benefit unit value to be counted towards benefits eligibility.

School Administrative and Committee Work

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):

1. Faculty Planning Committee
2. Curriculum Committee
3. Faculty Development Committee
4. Search Committee meetings
5. Ad-hoc committees

33.02 Salary Increase

The following base hourly rate increases shall apply during the term of this Agreement for the eligible Faculty:

- 3% increase to the base hourly rate for each Faculty member effective 7/1/2011
- a 2% increase to the base hourly rate of each Faculty member effective 7/1/2012
- a 3% increase to the base hourly rate of each Faculty member effective 7/1/2013

33.03 Faculty Absences

Since Faculty are paid per service, they are expected to teach all private lessons and sections/meetings of courses as listed on his/her annual job description letter.

Conservatory

Absences Due to Illness:

In the event of an absence of less than three (3) days, scheduled classes and lessons must be rescheduled by the faculty member. In the event a faculty member is ill beyond three days and cannot teach their scheduled classes or lessons, he/she must inform their Department Chair.

In the case of illness extending beyond one week, the Department Chair and faculty member will determine if a substitute teacher needs to be brought in. The substitute teacher will be compensated by the school and the faculty member's pay will be adjusted downward for classes and lessons missed.

Leave Requests:

One to two weeks—If a faculty member has a professional obligation which will prevent them from performing their assigned teaching duties for one to two weeks, they must notify their Department Chair. Such notice must be given at least two weeks before the start of the semester. The Department Chair will determine whether or not it is appropriate to engage a substitute teacher; if so, the faculty member's pay will be adjusted downward for classes and lessons missed.

More than two weeks—If a faculty member has a professional obligation which will prevent them from performing their assigned teaching duties for more than two weeks, they must obtain the approval of their Department Chair. Such notice must be given at least two weeks before the start of the semester. The Department Chair, in consultation with the Dean of the Conservatory, will determine whether to engage another instructor to fulfill the faculty member's assignments for the entire semester or engage a substitute teacher for the period in which the faculty member will be away. In the case of the latter, the faculty member's pay will be adjusted downward for classes and lessons missed.

Community Programs

Faculty are expected to teach all sections/meetings of courses as listed on his/her annual job description letter.

Private Instruction: All faculty absences must be made up at a time that is mutually convenient for both the students and faculty. Faculty members are required to notify the Community Programs Office in writing of any planned absence and are responsible for notifying their students. In the case of an unplanned absence (e.g., illness or unexpected conflict), the faculty must contact the Community Programs Office immediately and make every effort to contact their students by phone. (The Community Programs Office will assist if and when possible.)

Classroom Instruction: Classroom instruction consists of any class, ensemble, chamber group, or workshop that involves two or more students. Faculty must notify the Community Programs Office in writing of any planned absences prior to the start of the semester or as soon as a conflict arises. It is the faculty member's responsibility to notify all students (and their parents) that a class is cancelled due to their absence, or, if the class is not cancelled, that a substitute will be present in their absence. It is the faculty member's responsibility to obtain approval from the Director of Community Programs and then secure and compensate any substitute instructors. In the event of an unplanned absence, the faculty member must notify the Community Programs Office immediately and make every effort to contact their students by phone. (The Community Programs Office will assist if and when possible.)

In the case of classroom instruction, three or more faculty absences in a semester may result in the reassignment of a course (except in the case of medical or family emergencies).

33.04 Course Minimums

Community Programs

The administration reserves the right to adjust course minimums for legitimate business reasons. The administration reserves the right to cancel any class that has not met the enrollment minimum prior to the first day of classes.

33.05 Compensation for Studio Instruction in Cases of Student Withdrawal and Class Instruction in Cases of Cancellation

Faculty members should familiarize themselves with the student withdrawal policies in the Conservatory and Community Programs catalogs. The School's compensation policies in cases of student withdrawal are as follows:

Conservatory: When a student drops private lessons (primary or secondary) or changes teachers during the drop-add period (first ten (10) school days of the semester), the faculty member is paid only for the actual lessons taught. When a student withdraws from lessons (after the drop-add period), the faculty member is paid for the entire semester if he/she remains employed for the full period.

Community Programs: When a student withdraws prior to the first lesson, the faculty member is not paid. When a student withdraws prior to the fifth lesson, the faculty member is compensated for the number of lessons taught. When a student withdraws after the fifth lesson, the faculty member is compensated for the remainder of the registered lessons.

In the Conservatory and Community Programs divisions, any faculty assigned to teach a class will be paid according to the compensation system for no less than the first class session if it meets.

33.06 Annual Job Description Letter

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, their Teaching Observation and Evaluation 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.

Article 34. Savings Clause (TA 1/27/11)

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 [withdrawn]

Article 37. No Strike/No Lockout (TA 2/11/11)

37.01 During the life of this Agreement, the Union, its affiliates, its representatives, agents and members, will not, directly or indirectly, cause, assist, encourage, participate in, condone, ratify or sanction any strike, sympathy strike, work stoppage, sit-down, slow-down, curtailment of work, restriction of work, or any other interference with or interruption of work.

37.02 The failure or refusal on the part of any faculty member to comply with the provisions of this Article shall be cause for immediate discipline and such discipline shall not be subject to the arbitration provisions set forth in Article 11 (Grievance Procedure) of this Agreement, except as to the question as to whether or not the faculty member took part in such conduct.

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

Article 38. Management Rights (TA 2/11/11)

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 7% of overall faculty at any given time); the right to hire non-faculty members; 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 Agreement (TA 2/11/11)

This Agreement entered into this 1st day of February 2011 between the Longy School of Music, with an office located at One Follen Street, Cambridge, MA 02138 and the Longy Faculty Union, American Federation of Teachers, with its office located at 38 Chauncy Street, Suite 402, Boston, MA 02111.

This Agreement shall continue in full force and effect through the 30th day of June, 2014. 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 termination.

For the Longy School of Music

Date:

For the Longy Faculty Union

AFT MA

Date:

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 four (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 than six (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(6) voting members: two members of the Community Programs administration and four (4) 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 cases, 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 four (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. Conservatory Faculty Evaluation Form

FACULTY EVALUATION FORM

Conservatory

SAMPLE COPY

Department Chair: Complete the following form for each faculty 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.

1. Teaching Effectiveness

Criteria to be used will include:

- *student course and lesson evaluations*
- *faculty member's self-evaluation*
- *student retention*
- *teaching observations which can address issues such as*
 - *evidence of student learning and achievement,*
 - *evidence of flexibility and adaptability in dealing with various types and levels of students,*
 - *revision and evidence of renewal in teaching methods,*
 - *teaching methodology*

Chair's response:

[actual form contains more space here]

Rating (1-5): _____

2. Professional Activity to be include, but not limited to::

Participation in reasonable and appropriate professional activity including:

- *Performances*
- *Teaching as guest teacher (master classes, workshops)*
- *Participation as performer or teacher at professional conferences and music festivals and/or publications and papers presented at scholarly and professional conferences*

Chair's response:[actual form contains more space here]

Rating (1-5): _____

3. Institutional Service

Criteria to be used will include:

- *recruitment (not only limited to recruitment of students but also documented commitment to raising the profile of the school),*
- *service to the department and the institution,*
- *presence at admissions auditions, promotional juries as determined by Department Chair*
- *crediting association with the school fully and accurately (in professional biographies, professional website and other publicity materials, etc.)*

Chair's response:

[actual form contains more space here]

Overall Rating:_____

4. Faculty Expectations—faculty will expected to meet these standards at all times

Criteria to be used will include:

- *Maintain professional conduct with faculty, colleagues, staff, students and all members of the Longy community*
- *Provision of syllabi for all courses taught*
- *Supporting and fostering student growth and professional development, including, but not limited to, providing letters of recommendation, advisement, office hours (for classroom instructors)*
- *Creating a positive learning atmosphere in the classroom and studio*

Chair's response:

[actual form contains more space here]

Overall Rating: _____

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

[actual form contains more space here]

Faculty members will sign their form at the time of the final meeting with the chair.

| | |
|---------------------------------|----------------|
| Department Chair | |
| | Signature/date |
| Dean of the Conservatory | |
| | Signature/date |
| Faculty member | |
| | Signature/date |

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. Community Programs Faculty Evaluation Form

FACULTY EVALUATION FORM

Community Programs

SAMPLE COPY

Associate Director and/or Director of Community Programs: Complete the following form for each faculty 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.

1. Teaching Effectiveness

Criteria to be used will include:

- *student course and lesson evaluations*
- *faculty's self-evaluation*
- *student retention*
- *teaching observations which can address issues such as*
 - *evidence of student learning and achievement,*
 - *evidence of flexibility and adaptability in dealing with various types and levels of students,*
 - *revision and evidence of renewal in teaching methods,*
 - *effective communications to students and/or parents including provision of syllabi where applicable*

Associate Director or Director's response:

[actual form contains more space here]

Rating (1-5): _____

2. Institutional Service

Criteria to be used will include: (a) reasonable participation in school-wide as well as departmental meetings, events, concerts, and jury/evaluation panels, (b) recruitment and studio/class building where applicable, (c) crediting association with the school fully and accurately (in professional biographies, professional website and other publicity materials, etc.)

Associate Director or Director's response:

[actual form contains more space here]

Overall Rating: _____

3. Faculty Expectations—faculty will be expected to meet these standards at all times.

Criteria to be used for evaluations will include: (a) creating a positive learning atmosphere and maintaining standards of teaching excellence, (b) demonstrating a willingness and ability to teach students of all ages and levels, (c) maintaining professional conduct with faculty colleagues, staff, parents, students and all other members of the Longy community, (d) maintaining accurate records of student attendance and absences (notifying the Community Programs office if a student misses two or more consecutive classes/lessons without notification), (e) maintaining regular communication with students, parents and Community Programs staff (being responsible for all information sent to Longy e-mail accounts or placed in faculty mail boxes), (f) student evaluations.

Chair's response:

[actual form contains more space here]

Overall Rating: _____

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

[actual form contains more space here]

Faculty members will sign their form at the time of the final meeting with the chair.

| | |
|--|----------------|
| Associate Director of Community Programs: | |
| | Signature/date |

| | |
|---|-----------------------|
| Director of Community Programs | |
| | |
| Faculty member | |
| | <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 D.

Side Letter of Agreement

Longy and the Union agree that the issue of reappointment criteria will be submitted to the Labor Management Committee.

Longy School of Music

| | |
|--------------------|-------------|
| _____ | _____ |
| <i>Name, Title</i> | <i>Date</i> |

Longy Faculty Union

| | |
|--------------------|-------------|
| _____ | _____ |
| <i>Name, Title</i> | <i>Date</i> |

Appendix E.

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, Bard College shall assume the CBA, Bard College will hire all bargaining unit faculty employed by Longy at the time of the transaction closing.

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

Board of Trustees of Bard College

| | |
|-------------|-------|
| _____ | _____ |
| Name, Title | Date |

Longy School of Music

| | |
|-------------|-------|
| _____ | _____ |
| Name, Title | Date |

Longy Faculty Union

| | |
|-------------|-------|
| _____ | _____ |
| Name, Title | Date |