

Collective Bargaining Agreement

by and between
Longy School of Music of Bard College
and
Longy Faculty Union, AFT-MA, AFL-CIO

January 1, 2020 – May 31, 2024

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Preamble Agreement between LSM and LFU of AFT

This agreement ("Agreement") is made by and between the Longy School of Music of Bard College, 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

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. Academic Freedom

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 3. Non-Discrimination

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 4. Just Cause

Discipline shall be for just cause.

Article 5. Union Rights and Visitation

5.1. 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.

5.2. 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.

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

5.4. 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.

5.5. 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 6. 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 the School for these costs.

Article 7. Union Membership

7.1. 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 nor 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.

7.2. Any Bargaining Unit 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 (30th) day following the date of execution of this Agreement or the commencement of the employee's inclusion in the Bargaining Unit, whichever is later.

7.3. Except as otherwise provided in Section 7.02 of this Article, as a condition of continued employment, on or after the thirty-first (31st) day following the execution of this Agreement or the commencement of the employee's inclusion in the Bargaining Unit, whichever is later, all Bargaining Unit members shall become members of the Union.

7.4. Any Bargaining Unit 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.

7.5. Any Bargaining Unit 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 pursuant to the procedures set forth in Mass. Gen. Laws. ch. 150E, § 12 shall be ineligible to receive teaching assignments in the subsequent academic year.

7.6. 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.

7.7. 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 8. Grievance Procedure

8.1. 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 1, Step 2, or Step 3, subject to the following 30-day Notice and Cure Period.

If the grievant is a faculty member, and if the decision being grieved by the faculty member was issued at a level above the faculty member's Department Chair the grievance may be filed at the Step involving the level of the decision maker who issued the decision, subject to the following 30-day Notice and Cure Period.

Notice and Cure Period- Before the Union or a faculty member may submit a grievance at any level, it or they must first, within 30 days of the event giving rise to the grievance notify the representatives of the School administration closest and best able to discuss the matter and possessing the authority to resolve the dispute in writing or via electronic mail (copying the Director of Labor Relations) of the nature of the anticipated grievance and, if invited to discuss the anticipated grievance, to discuss the anticipated grievance per the representative's request, either via telephone, video-conference, or in-person. These discussions shall be collegial, as the purpose is to encourage open dialogue about issues that may be easily resolved without resort to more formal and adversarial processes. If the School does not cure the circumstances giving rise to the anticipated grievance within 30 days of receiving the above notice, the grievance may then be formally submitted (consistent with the terms of this Article). Longy reserves the right to redirect any notice sent to a representative of the School's administration where, in Longy's discretion, such notice was sent to the incorrect party (i.e., a non-decision-maker) and will notify the grievant. If Longy redirects such notice, it shall notify the prospective grievant of the party to whom it was redirected. The time period for submitting a grievance (i.e., following the event giving rise to the grievance or following the date upon which the grievant should reasonably have learned of the event giving rise to the grievance) shall be suspended immediately upon the commencement of the Notice and Cure Period and shall resume immediately upon the close of the Notice and

Cure Period. The purpose of this Notice and Cure Period is to encourage the parties to engage in open dialogue about issues that may be easily resolved without resort to more formal and adversarial processes.

If the grievant is the School, the grievance may be filed initially at Step 4.

8.2. 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) calendar 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.

8.3. 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 Department Chair. The Department Chair, 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.

(3.a) Step 2 — If the grievance is not resolved to the satisfaction of both parties, by the Department Chair, 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. The Dean of the Conservatory 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.

(3.b) Step 3 — If the grievance is not resolved to the satisfaction of both parties, by the Dean of the Conservatory, the grievant will file an appeal with the Director of Labor Relations, or his/her designee, within fifteen (15) calendar days after receipt of the written decision. Within fifteen (15) calendar days after receipt of the written appeal, the Director of Labor Relations or his/her designee will investigate the grievance, meet with the grievant and Union Representative, and within seven (7) calendar days after such meeting, complete his/her investigation and render a written decision.

(3.c) 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.

8.4. 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.

8.5. 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 9. 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 10. Layoffs and Recall

10.1. Longy shall have the right to lay off faculty members for legitimate business reasons, which include the following:

Financial exigency; or

Discontinuance of a program, department, curriculum, discipline or section.

10.2. 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.

10.3. Resulting layoffs of Faculty will be made within an instrument or teaching discipline in order of priority:

(3.a) Volunteers

(3.b) Those having the least benefit units, calculated based on the maximum benefit unit amount in either of the previous two fiscal years

(3.c) Years of service to the institution.

10.4. Recall: For the period of two (2) years following layoff, any laid off Faculty will be offered the opportunity to be recalled to his/her same or similar position in the Conservatory, before any additional Faculty are hired, in order of priority:

(4.a) Those having chosen voluntary layoff wishing to return

(4.b) Those having the most benefit units, using the maximum benefit unit amount in either of the previous two fiscal years prior to layoff

(4.c) Years of service to the institution.

A list of individuals who are potentially eligible for recall under this Article will be created and updated each academic year and held by the School and will be shared with the Union by June 30 of each year.

Article 11. Hiring Procedures

11.1. Visiting Faculty

Visiting appointments will not exceed three academic years.

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

At the conclusion of each academic year, if the School determines that there is a need for one or more regular appointments, the President may grant any visiting faculty member(s) regular faculty status. By February 15 of each year, Longy will provide the Faculty Planning Committee and the Union President with a list of each visiting faculty member's visiting appointment start and end dates and list of any visiting faculty currently under consideration for regular appointment. The Faculty Planning Committee will be given an opportunity to offer a recommendation by no later than March 15 of each year on whether to extend regular status to the visiting faculty member(s) being considered; however, the decision whether to offer regular status to the visiting faculty member(s) will be at the sole discretion of the President.

At the start of each academic year, the School and Union will confirm that the ratio of visiting faculty falls within the prescribed limit.

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

11.2. Regular Faculty

With the exception of visiting faculty members being considered for conversion to regular faculty status as described in 11.01 above, the School will apply the Hiring and Appointment Procedures contained in Appendix C. 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. In the event of a search, the position description will be posted on Longy's website for a minimum of four weeks. The position may also be advertised externally as determined by the President, in consultation with the Dean of the Conservatory. Upon hiring a new faculty member, and within seven (7) business days following such hire (defined as the earlier of the date on which Longy receives a signed faculty appointment letter or the new faculty member's appointment start date), the School will provide the Union the name, date of hire, job description, faculty appointment letter and position title for the new faculty member.

Article 12. Faculty Appointments and Re-appointment

12.1. Probationary Appointments — Faculty members initially hired by Longy will be eligible to receive probationary appointments in the following sequence: one year, one year, and two years. The decision by Longy to appoint or re-appoint faculty members to these probationary appointments shall not be subject to Article 8, Grievance Procedure. During the course of their appointments, faculty members with probationary appointments may only be removed by the School for just cause.

To ensure uniformity in evaluation and reappointment cycles, each faculty member's first one-year probationary appointment shall end on June 30, regardless of the faculty member's date of hire.

12.2. Three-Year Appointments — After the initial four (4) year probationary period described in 12.01, all Bargaining Unit 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 8, Grievance Procedure.

12.3. Extended Appointments — All faculty members in the bargaining unit as of the effective date of the initial contract (February 1, 2011) (the "Extended Appointments Group") were appointed to initial five (5) year appointments, through June 30, 2016. Those initial five-year appointments shall be extended as follows:

12.3.a.1 Those faculty members in the Extended Appointments Group who began working at Longy on or before September 1995 will have their appointments extended an additional four (4) years until June 30, 2020.

12.3.a.2 Those faculty members in the Extended Appointments Group who began working at Longy after September 1995 but on or before September 2000 will have their appointments extended an additional three (3) years, to June 30, 2019.

12.3.a.3 All remaining faculty members in the Extended Appointments Group will have their appointments extended an additional two (2) years, to June 30, 2018.

12.3.a.4 All subsequent faculty appointments for faculty members in the Extended Appointments Group will be on a three (3) year appointment basis, subject to all of the terms within 12.02 and 12.04 of this Article 12.

12.4. 2019 Re-Appointment Extension — All non-probationary appointments up for reappointment decision in March 2019 shall be extended for one year, until June 30, 2020. This 2019 Re-Appointment Extension shall be applied on top of and in addition to any extension already provided by Art. 12.03 above.

12.5. Criteria for Three-Year Reappointments

Decisions to reappoint a faculty member to a second or subsequent three-year appointment will be based upon the faculty member's most recent performance evaluation per Article 15. Subject to the provisions of 12.02 above, the School shall reappoint to a three (3) year appointment any faculty member who: (a) receives a composite score of 3.25 or higher, and (b) receives a score of at least 2.00 in three out of four categories on his or her most recent performance evaluation per Article 15.

12.6. Notice of Three-Year Appointments and Reappointments

Faculty evaluations will be done in a timely fashion such that the process is finished in time for communication to the Faculty member in April as to whether or not the Faculty member will receive a three (3) year re-appointment. The Faculty member generally will be notified in writing no later than April 22 of the preceding academic year that the School will not renew his or her appointment.

Article 13. Personnel File

13.1. 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.

Notwithstanding the foregoing, Longy's practice with respect to faculty personnel files shall comply with the Massachusetts Personnel Records Statute, M.G.L. ch. 149, § 52C. 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 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.

13.2. When an employee goes to the office to review, copy or initial documents pursuant to the procedure in 13.01 above, he/she shall have the right to do so with or without a Union representative present.

13.3. 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 14. Student Evaluations

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 of their course and lesson evaluation forms.

Student evaluations may be reviewed by the faculty member's Department Chair, the Dean of the Conservatory, and/or the President. Anonymous student evaluations will not be included in a faculty member's personnel file.

All Faculty are expected to distribute evaluation forms to students in all classes they teach. 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.

Article 15. Faculty Evaluations

15.1. The primary 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.

Faculty will be evaluated in the final year of their three-year appointment. Members of the Extended Appointments Group will receive evaluations in the final year of their extended appointments and will also receive mid-appointment, interim evaluations as set forth in Appendix E. For those members of the Extended Appointments Group receiving two evaluations during the extended appointment period, only the second evaluation (in the final year of the extended appointment) will be used for the reappointment criteria. Evaluations will be conducted by the Department Chair, in consultation with the Dean of the Conservatory. (See Appendix B for the Conservatory Faculty Evaluation Form.)

The Department Chair to whom the faculty member is assigned will meet with the faculty member being evaluated no later than March 15. 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 until April 15 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.

Evaluative Statement

The Department Chair 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 |

Informal Department Chair Feedback

In addition to the above formal faculty evaluation process, Department Chairs will meet informally, one-on-one with each of their respective faculty members at least twice during the first two years of a three-year appointment to provide general feedback on the areas in which each faculty member is successful and those areas in which they can improve. This Department Chair feedback is designed to be a useful tool for faculty members, and such feedback shall not be subject to the Article 8 grievance procedure. Faculty members may choose to opt out of one or more of their informal feedback meetings by notifying their Department Chair in writing of their choice. By agreement between the faculty member and Department Chair, any of these informal feedback meetings may be conducted telephonically or by videoconference.

15.2. Peer Review

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, 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 for their consideration in the overall evaluation.

15.3. Observation of Faculty Teaching

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

Article 16. Participation in Longy Committees

16.1. 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 of Bard College. Towards that end the School and the Union agree that bargaining unit Faculty will continue to participate in Longy Committees as provided below. The Union bears responsibility for scheduling or attempting to schedule meetings for the Faculty Planning Committee, Faculty Development Committee, Labor Management Committee, and Conservatory Curriculum Committee by no later than October 15 each academic year.

16.2. 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.

16.3. 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.

16.4. 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 sole 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 17. Health and Safety

17.1. 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.

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

Article 18. Faculty to Staff Communication

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 19. Teaching Assignments

Studio Assignments

The School values continuity and commitment of the Faculty to its mission. While the Union acknowledges that the School does not guarantee a certain level of income or number of services, Faculty shall be afforded the opportunity to communicate their desire and availability to perform additional work including type of work (class, individual lessons, chamber group, etc.) and the days on which they are available, and the School will endeavor to accommodate those requests, subject to the School's legitimate business needs.

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. However, the School reserves sole authority for teaching assignments.

Assignment of Classroom Instruction

Faculty members are required to submit the requisite course proposal to the Dean's office (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. Academic Affairs will share with the faculty the outline for new course proposals on or before October 31, and such outline must be followed for a proposal to be considered.

Assignment of classroom instruction, including Faculty assignment, will be determined by the Conservatory Academic Council and the Dean of the Conservatory. Past teaching assignments for core educational or required classes do not constitute a promise of future teaching assignments for such classes. In addition, lack of classroom assignment in any semester shall not, by itself, be construed as termination of employment or cancellation of appointment.

Article 20. Benefits

Benefit units are calculated by dividing the total pay from the previous summer term and continuing through the end of the spring semester by the faculty member's base hourly wage and then dividing by twenty-eight (28) weeks.

20.1. 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 United Healthcare. 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 eligible to participate in Commonwealth Connector programs.

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

Faculty members with 18+ benefit units per week — 80% of the individual monthly premium for that plan

Faculty members with at least 15, but less than 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 policy holder's paycheck.

20.2. 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.

20.3. 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.

20.4. 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.

20.5. 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.

20.6. 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%

20.7. Tuition Discount

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

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.

20.8. Concert Tickets

Whenever possible, Faculty are eligible to receive one free ticket for admission to Longy events. Longy's Office of Institutional Advancement (or its designee) will determine events for which this benefit will not apply (including, but not limited to, benefit concerts or sold-out events).

Article 21. Faculty Compensation

21.1. Base Rate and Compensation Ratio System

All 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.

Faculty Minimum (Hourly) Base Rate Levels & Wage Increases					
<u>Base Rate Level</u>		<u>Effective 6/1/20</u>	<u>Effective 6/1/21</u>	<u>Effective 6/1/22</u>	<u>Effective 6/1/23</u>
		+2%	+2%	+2%	+2%
Level 1	\$41.76	\$42.60	\$43.45	\$44.32	\$45.21
Level 2	\$48.35	\$49.32	\$50.31	\$51.32	\$52.35
Level 3	\$56.95	\$58.09	\$59.25	\$60.44	\$61.65
Level 4	\$69.08	\$70.46	\$71.87	\$73.31	\$74.78

On each of the effective dates for wage increases set forth above, and in Art. 21.02 herein, each faculty member will receive either a percentage wage increase or a promotion in base rate or base rate level (whichever is greater).

In addition, subject to the terms of this paragraph, each faculty member with a multi-year non-probationary appointment (with the exception of any faculty member who is paid at or above the level 4 base rate) may seek an increase in his or her individual base hourly rate. To seek an increase in individual base rate under this paragraph, a faculty member must submit a written request to the Dean of the Conservatory during the "open period" of January 1 to March 15. The School shall consider each of the written requests submitted during the open period and give notice in writing to the affected faculty members of its decisions on or before April 22 of that year. Any such base rate increases shall take effect as of the following academic year. In any given academic year, no faculty member may submit a request for an increase in base rate under this paragraph if, within the previous three (3) years: (a) he or she received a promotion in base rate level, or (b) he or she individually sought an increase in base rate per the terms of this paragraph (whether or not the School granted the increase). The decision whether to grant a faculty member's request for an increase in base rate under this paragraph is in the School's sole discretion. Neither the process or criteria for deciding, nor the decision itself, is subject to the grievance arbitration process. The School's decision with respect to any one faculty member's request may not be used as evidence in support of (or against) any other faculty member's request for an increase in base rate.

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. 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

Activity	Pay rate or formula
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 x 1.25
Tutorial replacing academic course	base rate x 1.75
Tutorial replacing performance course	base rate x 1.5
Tutorial (other)	base rate
Independent Study Project advisor/reader (see note 4 below)	base rate
Observing student teaching (see note 5 below)	base rate
Auditions	base rate x 0.5
Juries (see note 6 below)	base rate x 0.5
Portfolio review	base rate x 0.5
Proficiency examinations	base rate x 0.5
Mandatory training	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) 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.
- (5) Observing student teaching shall be done by faculty who will be paid at least one hour per student per semester during the semester in which the observation occurred. Notwithstanding the foregoing, nothing in Article 21, section 21.01 shall be construed as prohibiting any individual who teaches Longy students and/or serves as a Department Chair, as Dean of the Conservatory or as President of the School from observing student teaching.
- (6) Primary studio instructors will not receive compensation for attending juries of their own students.

Stipends

Scope of Use:

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

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

Short, discrete activities within the context of a larger program (e.g., a master class);

Instruction within a program outside the conservatory curriculum with a charitable, rather than revenue-producing, purpose (e.g., El Sistema Summer Academy and other social impact programs for which little or no tuition is charged);

Instruction within a program outside the conservatory curriculum proposed by either a faculty member or the School for which the faculty member agrees to be paid by stipend, *provided that*, a faculty member's agreement to be paid by stipend shall waive the faculty member's and the Union's right to pursue the grievance-arbitration process related to the School's stipend payment;

Instruction and activities where the School has traditionally utilized flat fee stipends, as set forth below:

Electronic Studio Coordinator

El Sistema Side-by-Side Seminario Mentor Teacher

Conservatory Performance

Masterclass Instruction

Composition Department Seminar Discussant Fee

Coaching in Preparation for Gala Performances

OktoberFest Program Notes Writing

Fixed Costs Related to Early Opera

Introduction to Eurhythmics Course Instruction

Eurhythmics Lab Course Instruction

Orchestral Studies for Double Bass Course Instruction

Dalcroze Teaching Methods II Course Instruction

“Acting for Singers” Accompaniment

Assigned Accompanying Coordinator

Chamber Music Coordinator

Accompaniment for Studio Lesson;

Instruction activities for which no pay ratio category exists in the Collective Bargaining Agreement.

In order to preserve the flexibility to create new instruction models outside the conservatory curriculum, the School may use flat-fee stipends in additional circumstances not set forth above. The School shall provide notice to and confer in good faith with the Labor Management Committee at least 30 days prior to implementing flat-fee stipends in any such additional circumstances.

By no later than July 15 of each year, Longy will supply the Union with a list of any known activities to be paid by stipend in the upcoming academic year. Longy will update the list by January 15 of each year.

Assignment of Benefit Units:

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

of benefit units = stipend value ÷ 65 ÷ 28 weeks

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

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

Mandatory Training

Longy may require faculty to participate in on-campus, in-person diversity and sensitivity training, or similar training, as often as once per academic year, with each training lasting no longer than two hours. Participation in such mandatory training shall be paid at base rate x 0.5.

21.2. Salary Increase

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

a 2% increase to the base hourly rate of each Faculty member effective 6/1/2020

a 2% increase to the base hourly rate of each Faculty member effective 6/1/2021

a 2% increase to the base hourly rate of each Faculty member effective 6/1/2022

a 2% increase to the base hourly rate of each Faculty member effective 6/1/2023

21.3. 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.

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 his/her scheduled classes or lessons, he/she must provide reasonable notice to his/her 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. Subject to the requirements of the Massachusetts Earned Sick Time Law, Mass. Gen. Laws ch. 149, § 148C, 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 him/her from performing their assigned teaching duties for more than two weeks, he/she 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.

21.4. 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 catalog. The School's compensation policies in cases of student withdrawal are as follows:

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.

In the Conservatory division, 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.

21.5. Course Minimums

Beginning on the first day of Early New Student Registration (on or around June 1), Longy may not change course minimums for that academic year.

21.6. Annual Job Description Letter and Employee Handbooks

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 who wish to reject or raise issues concerning the terms of their Job Description Letters must do so by providing notice in writing to Human Resources by no later than the first day of new student orientation for the fall semester.

Employee handbooks will be distributed to faculty members upon hire as visiting or regular faculty and, thereafter, upon revision. In addition, at the commencement of each academic year, Longy will place two hard copies of the then-current handbook in the faculty lounge.

Article 22. Savings Clause

Should a court or administrative agency of competent jurisdiction hold any provision of this Agreement unlawful, 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 23. Modification

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

Article 24. No Strike/No Lockout

24.1. 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.

24.2. 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 8 (Grievance Procedure) of this Agreement, except as to the question as to whether or not the faculty member took part in such conduct.

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

Article 25. Management Rights

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 three 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 lay off 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 (including, without limitation, department or instrument/voice), 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 26. Duration of Agreement

This Agreement between the Longy School of Music of Bard College, with an office located at 27 Garden Street, Cambridge, MA 02138 and the Longy Faculty Union, American Federation of Teachers of Massachusetts, with its office located at 38 Chauncy Street, Suite 402, Boston, MA 02111, is effective the 1st day of January, 2020.

This Agreement shall continue in full force and effect through the 31st day of May, 2024. 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 of
Bard College**

For the Longy Faculty Union

AFT MA

Date:

Date:

Appendix A. Committees

The following official committees shall be established.

1. Faculty Planning Committee

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 (or the Dean's designee(s)) and the Associate Dean for Academic Affairs as ex officio, non-voting members. 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 will make the final decision 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 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 (or the Dean's designee(s)) and the Associate Dean for Academic Affairs are ex officio, non-voting members 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.

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 including, 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]

Rating (1-5): _____

4. Faculty Expectations—Faculty will be 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]

Rating (1-5): _____

OVERALL RATING (1-5): _____

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	_____ <i>Signature/date</i>
Dean of the Conservatory	_____ <i>Signature/date</i>
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 C. Hiring and Appointment Procedures

Faculty Hiring Procedures

The process for all regular faculty hiring is as follows:

1. Any employee may recommend to the Dean, Associate Dean, or the appropriate Department Chair that the School open a search to hire a faculty member. The President holds the final authority to approve such a search.
2. Human Resources will be responsible for drafting a job description to be approved by the Associate Dean and the Department Chair.
3. Once a search has been authorized, a search committee will be appointed by the Associate Dean. The committee will be overseen by a Committee Chair, who will be either the Dean or, if the Dean so chooses, the Associate Dean or the appropriate Department Chair, and will be comprised of the Department Chair, at least one and up to three faculty members selected at the Dean's sole discretion, and up to three other employees of the School, as deemed appropriate in the President's sole discretion.
4. Prior to the search committee's first meeting, Human Resources will provide the names of those serving on the search committee to the Faculty Planning Committee.
5. Human Resources will circulate to the search committee the position description and Longy's procedures for hiring and will communicate to the committee members Longy's expectations of conduct, including the need to maintain equity, fairness and confidentiality in the performance of all committee-related duties.
6. It is the responsibility of the Committee Chair to ensure that all aspects of the search are conducted in an orderly fashion, which includes all event scheduling and collection and maintenance of all documentation which must be submitted to the Dean, Associate Dean, and Human Resources at the end of the search.
7. The position description will be posted on Longy's website and sent to Longy faculty via email immediately upon approval. All interested and qualified candidates may apply. The opening may also be advertised externally as determined by the President, in consultation with the Dean.
8. Upon receipt of applications, the search committee will review dossiers, select appropriate semi-finalist candidates, and submit them to the Dean and Associate Dean (if they are not serving on the search committee), who will forward them to the President for discussion and final approval. The President reserves the right, in his/her sole discretion, to approve all, some or none of the semi-finalists recommended. The President also reserves the

right, in his/her sole discretion, to advance any candidate(s) as semi-finalists, either from within or outside the applicant pool. All applicants will be reviewed and considered by the search committee for semi-finalist status, so long as their applications are received on or before the priority application deadline. No applications will be reviewed prior to the priority application deadline. Thereafter, applicants will be considered on a rolling basis.

9. The semi-finalists will generally be subject to a preliminary 15-20-minute interview by phone, with the Department Chair and at least two other members of the search committee. From this pool, the committee will select a group of finalists for on-site interviews.
10. From the semi-finalist pool, the committee will determine a list of finalists and submit their names to the Dean and Associate Dean (if they are not serving on the search committee), who will forward them to the President for discussion and final approval. The President reserves the right, in his/her sole discretion, to approve all, some or none of the finalists recommended. The President also reserves the right, in his/her sole discretion, to advance any candidate(s), either from within or outside the applicant pool, as finalists.
11. From the approved finalist pool, the search committee will invite each finalist for an on-site or, if that is not possible, a video interview. The format of each interview, which will be the same for each person, may include:
 - a. A teaching demonstration (private lesson, class lecture, where appropriate) of 30-45 minutes in length
 - b. An approximately 15-minute recital (for studio teaching position)
 - c. A 60-90 minute interview with the search committee
 - d. A 60-minute meeting with the Dean and, if it has not yet happened, with the Associate Dean, and where deemed appropriate by the Dean, an additional 60-minute meeting with the President
12. If the committee decides that teaching demonstration is necessary, it should solicit feedback from any student(s) who participated in the candidate's teaching demonstration.
13. For semi-finalist phone interviews and finalist on-site interviews, a set of questions to be asked of all candidates must be drafted in advance and submitted to Human Resources for approval. Once approved, these questions should be posed to each candidate. Follow-up or additional questions may also be asked during the interviews.
14. At the conclusion of finalist interviews, the chair of the committee will be asked to submit (in unranked, alphabetical order) the names of at least one and up to two candidates as the committee's recommendation to the Associate Dean, who will

in turn communicate them to the President. Accompanying this recommendation should be a summary of each candidate's strengths and weaknesses, and a transcript of reference checks.

15. The President possesses the authority to approve or deny recommendations in his/her sole discretion. The President also reserves the right to terminate a search process, for any reason and without explanation, in his/her sole discretion.
16. If the committee's recommendation is approved by the President, the Dean or his/her designee is responsible for offering the position to the candidate and negotiating the terms of employment in consultation with Human Resources. If the President does not approve the recommendation of the search committee, he/she will communicate this decision and the reasons for it to the members of the search committee.
17. Throughout the process the School will welcome faculty input. The appropriate Department Chair generally will be involved in hiring decisions.
18. The President, as charged and authorized by the Board of Trustees, reserves the right, in his/her sole direction except as limited by provisions of the Collective Bargaining Agreement, to actively recruit and hire faculty members where he/she deems appropriate to ensure the School's continued excellence.

New Hire Appointment Letters

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

Appendix D. Side Letter of Agreement re: Summer Programs

The following Side Letter shall remain in effect through May 31, 2024.

Side Letter of Agreement re: Summer Programs

The Longy School of Music of Bard College (“Longy” or the “School”) and the Longy Faculty Union of the American Federation of Teachers, Massachusetts (the “Union”) enter into this Side Letter during negotiations for a new collective bargaining agreement (the “Agreement”), effective immediately.

1. Longy will meet with the Directors of the El Sistema Summer Academy, Dalcroze Eurhythmics Summer Institute, International Baroque Institute and Dance Institute as soon as reasonably practicable to discuss what each program needs to run in 2016.
2. Each Longy summer program may be comprised of both Longy and non-Longy faculty.
3. Longy faculty will be paid through either the base rate formula or stipends, according to the Article of the Agreement entitled “Faculty Compensation.”
4. If academic credit is given for the El Sistema Summer Academy, Dalcroze Eurhythmics Summer Institute, International Baroque Institute and/or Historical Dance Institute, the School and Union agree that faculty members will be paid at their base rate for teaching at the applicable summer program.
5. The School will provide the Union reasonable advance notice (to the extent practicable) no later than February 1 in the event it anticipates running a new summer program according to the Agreement.
6. Benefit Units will be assigned for any work performed by faculty members during any of the summer programs. For stipend pay, benefit units will be calculated according to the Agreement.
7. This Side Letter Agreement is non-binding for precedent purposes and will expire on June 30, 2018.

Longy Faculty Union

Longy School of Music of Bard
College

Appendix E. Evaluation Schedule

First	Last	Next Scheduled Evaluation	Next Reappointment Decision
Daniel	Acsadi	2020-2021	4/22/2021
Rieko	Aizawa	2020-2021	4/22/2021
Ole	Akahoshi	2023-2024	4/22/2024
Peter	Aldins	2019-2020	4/22/2020
Kenneth	Amis	2019-2020	4/22/2020
Leslie	Amper	2019-2020	4/22/2020
Adriana	Ausch	2019-2020	4/22/2020
Anne	Azema	2019-2020	4/22/2020
Nanci	Belmont	2024-2025	4/22/2025
Evan	Bennett	2019-2020	4/22/2020
Sarah	Bielanski	2023-2024	4/22/2024
Leo	Blanco	2019-2020	4/22/2020
Jessica	Bodner	2022-2023	4/22/2023
Danilo	Bonina	2023-2024	4/22/2024
Paul	Brust	2019-2020	4/22/2020
David	Bryant	2019-2020	4/22/2020
Peter	Cassino	2021-2022	4/22/2022
Phoebe	Carrai	2020-2021	4/22/2021
Olivia	Cheever	2019-2020	4/22/2020
Jonathan	Cohler	2019-2020	4/22/2020
Sarah	Darling	2025-2026	4/22/2026
Hazel	Dean Davis	2024-2025	4/22/2025
Pascale	Delache-Feldman	2019-2020	4/22/2020
Pamela	Dellal	2020-2021	4/22/2021
Libor	Dudas	2019-2020	4/22/2020
Rachael	Elliott	2024-2025	4/22/2025
Steven	Emery	2020-2021	4/22/2021
Thomas	Enman	2019-2020	4/22/2020
Peter	Evans	2020-2021	4/22/2021
Jonathan	Flood	2023-2024	4/22/2024
Clint	Foreman	2022-2023	4/22/2023
Douglas	Freundlich	2019-2020	4/22/2020
Jeff	Gavett	2023-2024	4/22/2024
Angela	Gooch	2024-2025	4/22/2025
Bob	Gullotti	2019-2020	4/22/2020
Renana	Gutman	2025-2026	4/22/2026
Ellen	Hargis	2024-2025	4/22/2025
Jane	Hershey	2019-2020	4/22/2020
Hugh	Hinton	2019-2020	4/22/2020

Greg	Hopkins	2020-2021	4/22/2021
Franziska	Huhn	2021-2022	4/22/2022
Eiko	Ishizuka	2020-2021	4/22/2021
Solomiya	Ivakhiv	2021-2022	4/22/2022
Isaiah	Jackson	2020-2021	4/22/2021
Mihail	Joatu	2020-2021	4/22/2021
Jernigan	Kemp	2025-2026	4/22/2026
Terry	King	2019-2020	4/22/2020
Amy Beth	Kirsten	2023-2024	4/22/2024
Charles	Kohlhase	2020-2021	4/22/2021
Christopher	Ladd	2025-2026	4/22/2026
Mark	Lakirovich	2020-2021	4/22/2021
William	Lang	2023-2024	4/22/2024
Ginny	Latts	2019-2020	4/22/2020
Na'ama	Lion	2020-2021	4/22/2021
John	Lockwood	2020-2021	4/22/2021
Elizabeth	Lurie	2019-2020	4/22/2020
Dana	Maiben	2019-2020	4/22/2020
Paula	Majerfeld	2020-2021	4/22/2021
James	Markey	2021-2022	4/22/2022
Carol	Mastrodomenico	2020-2021	4/22/2021
Jeffrey	Mattsey	2024-2025	4/22/2025
Sylvie Zakarian	Meguerditchian	2021-2022	4/22/2022
Robert	Merfeld	2019-2020	4/22/2020
Fernando	Michelin	2019-2020	4/22/2020
Jesse	Mills	2020-2021	4/22/2021
Gabrielle	Molina	2025-2026	4/22/2026
Brian	Moll	2021-2022	4/22/2022
Vivian	Montgomery	2019-2020	4/22/2020
Kathryn	Montoya	2024-2025	4/22/2025
Adrian	Morejon	2021-2022	4/22/2022
John	Morrison	2020-2021	4/22/2021
Vanessa	Mulvey	2021-2022	4/20/2022
Spencer	Myer	2021-2022	4/20/2022
Eri	Nakamora	2025-2026	4/22/2026
Marco	Natoli	2019-2020	4/22/2020
Osnat	Netzer	2023-2024	4/22/2024
Michael	Norsworthy	2022-2023	4/22/2023
Kevin	Owen	2019-2020	4/22/2020
Sergio	Pallottelli	2023-2024	4/22/2024
Ken	Pierce	2019-2020	4/22/2020
Randall	Pingree	2025-2026	4/22/2026
Ken	Radnofsky	2019-2020	4/22/2020

Will	Riley	2020-2021	4/22/2021
Gonzalo	Ruiz	2019-2020	4/22/2020
Karyl	Ryczek	2020-2021	4/22/2021
Joshua	Schreiber Shalem	2022-2023	4/22/2023
Ben	Schwendener	2019-2020	4/22/2020
Neal	Smith	2025-2026	4/22/2026
Tony	Solitro	2025-2026	4/22/2026
Kyle	Spraker	2020-2021	4/22/2021
Rebecca	Strauss	2025-2026	4/22/2026
Stan	Strickland	2020-2021	4/22/2021
Jane	Struss	2019-2020	4/22/2020
Angel	Subero	2021-2022	4/22/2022
Nikola	Tomic	2025-2026	4/22/2026
Anne	Trout	2019-2020	4/22/2020
Melissa	Tucker	2019-2020	4/22/2020
Ryan	Turner	2020-2021	4/22/2021
Nicholas	Tzavaras	2022-2023	4/22/2023
Dana	Varga	2024-2025	4/22/2025
Alexander	Velinzon	2023-2024	4/22/2024
Mikhail	Veselov	2023-2024	4/22/2024
Francisco	Villa	2025-2026	4/22/2026
Keisuke	Wakao	2020-2021	4/22/2021
Laura	Weiner	2024-2025	4/22/2025
Jayne	West	2019-2020	4/22/2020
Anna	Williams	2023-2024	4/22/2024
Shai	Wosner	2022-2023	4/22/2023
Noriko	Yasuda	2019-2020	4/22/2020
Esther Ning	Yau	2020-2021	4/22/2021
Andrius	Zlabys	2025-2026	4/22/2026
Sylvie	Zakarian	2019-2020	4/22/2020
Daniel	Acsadi	2020-2021	4/22/2021

Appendix F. Side Letter re: 2020 Service Bonus

The Longy School of Music of Bard College and the Longy Faculty Union of the American Federation of Teachers, Massachusetts enter into this Side Letter during negotiations for a new collective bargaining agreement. This Side Letter is non-binding for precedent purposes.

If a successor agreement is ratified on or before January 30, 2020, Faculty shall be eligible to receive a one-time Service Bonus, payable on the next regular payroll date following January 30, 2020 ratification, based upon their respective benefit units for the 2018-2019 academic year. The bonus will be paid as follows:

Faculty with 10-14 benefit units- \$300 Service Bonus

Faculty with 15-17 benefit units- \$400 Service Bonus

Faculty with 18+ benefit units- \$500 Service Bonus

Longy Faculty Union

Longy School of Music of Bard College

Appendix G. Academic Class Instruction – Large Class Bonus

Any faculty member who teaches an academic course with 15 or more students enrolled upon the close of the withdrawal period shall be eligible to receive a Large Class Bonus, payable on the first regular payroll date following the close of the withdrawal period. The Large Class Bonus shall be in the amount of \$300.00 per academic course, provided that the total Large Class Bonus amount that any faculty member is eligible to receive per year is \$600.00. If a course has more than one instructor, the Large Class Bonus for that course shall be divided equally among the instructors.

Appendix H. Side Letter of Agreement re: Compensation for Catalyst Curriculum Career Coaching

Longy School of Music of Bard College (“Longy” or the “School”) and the Longy Faculty Union of the American Federation of Teachers, Massachusetts (the “Union”) (together with the School, the “Parties”) enter into this Side Letter during negotiations for a new collective bargaining agreement (the “Agreement”), effective immediately.

Longy may engage certain faculty to provide career coaching services to its students as part of the Catalyst Curriculum. Such provision by faculty of career coaching to Longy students as part of the School’s Catalyst Curriculum shall be compensated at a rate of \$35 per hour.

Longy Faculty Union

By: _____

Its: _____

Dated: _____

Longy School of Music of Bard College

By: _____

Its: _____

Dated: _____