

COLLECTIVE BARGAINING AGREEMENT

-between-

**ASSOCIATED MUSICIANS OF GREATER NEW YORK,
LOCAL 802, AMERICAN FEDERATION OF MUSICIANS,**

AFL-CIO

-and-

THE SCHOOL OF JAZZ

**Agreement made this 29th day of February, 2016 by and between the
Associated Musicians of Greater New York, Local 802, American
Federation of Musicians, AFL-CIO (“Union”), 322 West 48th Street, New
York, New York, and the employer, The School of Jazz (“School”), 55 West
13th Street, New York, New York, The New School (“University”).**

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WITNESSETH

WHEREAS, the University recognizes the Union as the sole and exclusive collective bargaining representative of the regular part-time classroom faculty members hereinafter defined;

WHEREAS, it is the intent and purpose of the parties, by this Agreement, not only to set forth the compensation, terms and conditions of employment of the part-time faculty members herein covered, but also to set forth the responsibility of each part-time faculty member with respect to the educational goals and objectives of the School's student body of performers, arrangers and composers, and to avoid interruption in the servicing and fulfillment of these goals and objectives;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereby agree as follows:

ARTICLE I: RECOGNITION

A. Pursuant to the certification of the National Labor Relations Board in Case No. 2-RC-21909, the University hereby recognizes the Union as the sole and exclusive collective bargaining representative of all regular part-time classroom faculty employed in their capacity as part-time classroom faculty (including, with respect to summer school, the School's degree credit-bearing course(s)) and private lesson instructors at The School of Jazz ("P/T Faculty Members"), The New School, at the School's facility located at 55 West 13th Street, New York, New York. The University further recognizes the rights and obligations of the Union, as such representative, to negotiate the wages, hours, terms and conditions of employment of said P/T Faculty Members, and to administer this Agreement on the P/T Faculty Members' behalf.

B. All others employed in the School, including full-time faculty and all other full-time, part-time and temporary clerical and administrative employees, technical employees, student employees, cross-divisional faculty, private lesson instructors (other than those also employed by the School as regular part-time classroom faculty), visiting faculty and confidential employees, guards, watchmen, managers and supervisors as defined under the National Labor Relations Act, shall be excluded from this Agreement.

ARTICLE II: UNION SECURITY AND DUES CHECKOFF

A. It shall be a condition of employment that all P/T Faculty Members of the School covered by this Agreement who are members of the Union in good standing as of its effective or execution date, whichever is later, shall remain members in

good standing, and those who are not members in good standing as of the effective or execution date of this Agreement, whichever is later, shall, on or after the thirtieth (30th) calendar day following the later of the effective or execution date, become and remain members in good standing of the Union. It also shall be a condition of employment that all P/T Faculty Members covered by this Agreement who are hired on or after its effective or execution date, whichever is later, shall, on or after the thirtieth (30th) work day following the beginning of such employment, become and remain members in good standing of the Union.

B. The School shall discharge any P/T Faculty Member covered by this Agreement within one (1) week after receipt of written notice from the Union that said individual is not a member in good standing of the Union as herein required. The term "member in good standing of the Union" shall be as construed under the National Labor Relations Act, and the Union shall take appropriate steps to ensure compliance with the Act.

C. Each payday, the School shall deduct from a P/T Faculty Member's wages a sum of work dues owed the Union and authorized under the National Labor Relations Act, provided the P/T Faculty Member has furnished the School a written assignment executed in accordance with the law. The School shall remit the same to the Union or its duly authorized representatives not later than ten (10) working days after said payday. In the event no earnings or wages are due on the payday of any month, the School shall deduct from the first wages due thereafter the work dues so owed and remit the same to the Union within one (1) week from the time such deductions are made. Following receipt of any check-off revocation, the School shall notify the Union, in writing, of the revocation. Should the School fail to make the above deduction notwithstanding its receipt of a valid written authorization, the School shall be liable to the Union for the amount thereof forty-eight (48) hours after receipt of written notice by the Union of the amount due. This shall not constitute a waiver of the right of the School to collect or recover such moneys directly from the P/T Faculty Member.

D. The Union agrees that this Article shall be interpreted and applied solely to the extent permissible under applicable law. The Union shall hold the School harmless from any damage, expense, claims, actions or proceedings whatsoever arising from the discharge of a P/T Faculty Member affected at the request of the Union pursuant to this Article or for any deductions made by the School pursuant to this Article. Further, once the funds are remitted to the Union, their disposition shall be the sole and exclusive obligation and responsibility of the Union.

ARTICLE III: UNION ACCESS

A. A duly authorized representative of the Union shall have access and be admitted to the School's fifth and/or sixth-floor premises at 55 West 13th Street, New York, New York, or other necessary locations, for the transaction of necessary Union business relating to the administration of this Agreement, provided such visitation is not abused and does not disrupt normal business or otherwise interfere with the education of students or the activities of others in the School. Absent an emergency, the Union representative shall give the Dean or his/her designee reasonable advance notice of the visitation and, upon arrival, the Union representative shall make his/her presence known to the Dean or his/her designee. Where visitation is for the purpose of meeting with a P/T Faculty Member, the Dean or his/her designee shall arrange for the meeting on the P/T Faculty Member's own time, at a place designated by the Dean or his/her designee. No classroom, lecture, private lesson meeting, performance, tutoring session, student jury, audition, registration session, advisory meeting, administrative meeting or other duty, or the like, shall be interrupted to permit such a meeting with the Union representative.

B. By the end of September and February of each year, the University will provide the union with a list of all P/T Faculty Members with their first and last name, N number, new school email address, hourly rates, date of hire, most recent semester of appointment, semester count, status, base load, an indicator for those faculty who are on approved leaves, personal email (if available), and personal telephone number (if available). In addition, in or around August or each year, as soon as it is available, the University will provide the union with the sick leave accruals for the P/T Faculty Members.

ARTICLE IV: BULLETIN BOARD

The Union shall be provided bulletin board space on the fifth floor of the School's premises at 55 West 13th Street, New York, New York, for the purpose of posting notices pertaining to legitimate Union interests. All notices shall be approved, before posting, by a designated and responsible officer or business representative of the Union. If the School asserts that a proposed notice is defamatory, inflammatory, untrue or otherwise beyond the scope of legitimate Union interests, the School may submit the issue for expedited decision by an arbitrator mutually agreed to by the parties. The exact location of the bulletin board shall be subject to the mutual agreement of the parties.

ARTICLE V: NO DISCRIMINATION

A. The University reaffirms its commitment to equal opportunity, affirmative action in employment and an environment free of discrimination and sexual and

other discriminatory harassment as recognized under law and/or as enunciated in the applicable policies and procedures of the University that are in effect as of the execution date of this Agreement, and reaffirms that it shall not discriminate against any P/T Faculty Member, in violation of law, on the basis of race, color, national origin, religion, sex, sexual orientation, age, disability, citizenship status, marital status or veteran status, or, except as otherwise limited in this Agreement, because of their political or union beliefs or activity.

B. The Union reaffirms its commitment to its stated policies of equal opportunity, affirmative action in employment and an environment free of discrimination and sexual and other discriminatory harassment as recognized under law, and reaffirms that it shall not discriminate against any P/T Faculty Member, in violation of law, on the basis of race, color, national origin, religion, sex, sexual orientation, age, disability, citizenship status, marital status or veteran status, or, except as otherwise limited in this Agreement, because of their political or union beliefs or activity.

C. Both the School and the Union shall be bound, as well, by any applicable substantive and/or procedural change in law during the term of this Agreement.

D. Any claimed violation of this Article that involves a P/T Faculty Member either as a claimant or as the subject of a claim, whether in his/her employment capacity or as a student, shall be governed by, and processed pursuant to the procedures of, said policies of the University. Such a claim shall not be considered a "Dispute" within the meaning of Article XXI ("Dispute Resolution Procedure") and Article XXII ("Arbitration"), nor shall it be subject to the Dispute Resolution or Arbitration procedures of this Agreement.

ARTICLE VI: ACADEMIC FREEDOM

The School and the Union recognize and affirm their commitment to the principles of academic freedom, freedom of speech and artistic expression enunciated in the applicable policy statements of the University as of the execution date of this Agreement. Any claimed violation of said policy statements that involves a P/T Faculty Member either as a claimant or as the subject of a claim, whether in his/her employment capacity or as a student, shall be governed by, and investigated pursuant to, the procedures applicable to these policy statements. Such a claim shall not be considered a "Dispute" within the meaning of Article XXI ("Dispute Resolution Procedure") and Article XXII ("Arbitration"), nor shall it be subject to the Dispute Resolution or Arbitration procedures of this Agreement; provided, however, that if, after being processed pursuant to such policy procedures, the claim remains unresolved and a decision has been made to take disciplinary action, the claim may be processed pursuant to the Dispute Resolution procedure and, if then still unresolved, to Arbitration in accordance with Article XXIII ("Arbitration").

ARTICLE VII: CONFLICTS OF INTEREST

Each P/T Faculty Member shall be subject to the applicable conflicts of interest policy statements of the University as of the execution date of this Agreement. Any claimed violation of said policy statements that involves a P/T Faculty Member shall be governed by, and investigated pursuant to, the procedures applicable to these policy statements. Such a claim shall not be considered a "Dispute" within the meaning of Article XXI ("Dispute Resolution Procedure") and Article XXII ("Arbitration"), nor shall it be subject to the Dispute Resolution or Arbitration procedures of this Agreement; provided, however, that if, after being investigated pursuant to the policy procedures, the claim remains unresolved and a decision has been made to take disciplinary action, the claim may be processed pursuant to the Dispute Resolution procedure and, if then still unresolved, to Arbitration in accordance with Article XXII ("Arbitration").

ARTICLE VIII: CODE OF CONDUCT

Each P/T Faculty Member shall be subject to the applicable code of conduct policy statements of the University as of the execution date of this Agreement. Any claimed violation of said policy statements that involves a P/T Faculty Member shall be governed by, and investigated pursuant to, the procedures applicable to these policy statements. Such a claim shall not be considered a "Dispute" within the meaning of Article XXI ("Dispute Resolution Procedure") and Article XXII ("Arbitration"), nor shall it be subject to the Dispute Resolution or Arbitration procedures of this Agreement; provided, however, that if, after being investigated pursuant to the policy procedures, the claim remains unresolved and a decision has been made to take disciplinary action, the claim may be processed pursuant to the Dispute Resolution procedure and, if then still unresolved, to Arbitration in accordance with Article XXIV ("Arbitration").

ARTICLE IX: UNIVERSITY POLICIES AND PROCEDURES GENERALLY

In addition to those P/T Faculty Members' rights and responsibilities elsewhere set forth in this Agreement, each P/T Faculty Member shall be subject to all applicable general policies and procedures of the University that are in effect as of the execution date of this Agreement. Discipline for failure to adhere to such University policies and procedures also shall be subject to the provisions of Article XXI ("Dispute Resolution Procedure") and Article XXII ("Arbitration"). Where there is a dispute concerning the application of these University policies and procedures, but no discipline is involved, it shall be subject to the provisions of Articles XXI and XXII, the issue being whether the policy or procedure in question has been applied in an arbitrary or capricious manner.

ARTICLE X: CLASSROOM TEACHING RESPONSIBILITIES

- A. P/T Faculty Members shall abide by the academic policies of the University and the School for each teaching assignment.
- B. Except as provided for in Article XIV (“Substitutes”), P/T Faculty Members must teach each assigned class at the designated time and in the classroom as determined by the Dean or his/her designee. The time and/or place of each class may not be changed by the P/T Faculty Members without prior notification to and agreement with the Dean or his/her designee.
- C. P/T Faculty Members shall meet the educational goals and objectives for each class assignment as set forth in the approved course description as determined by the School Administration.
- D. A current course syllabus prepared by the P/T Faculty Member must be submitted to the Dean or his/her designee in accordance with School deadlines for each teaching assignment each academic term. (Whenever used in this Article or any other provision of this Agreement, “academic term” shall refer only to the Fall or Spring teaching session and “academic year” shall include only the Fall and Spring terms; neither “academic term” nor “academic year” shall include summer school session(s)). Each course syllabus must comply with School and/or University guidelines.
- E. For each teaching assignment each academic term, P/T Faculty Members shall provide a copy of the course syllabus to each student at the student’s first class meeting of the term.
- F. P/T Faculty Members must verify and keep current class rosters, maintain records of student attendance for each class meeting and submit attendance records to the Dean or his/her designee when requested in writing.
- G. P/T Faculty Members must assign a grade to each student in each assigned class in accordance with the grading criteria outlined in their course syllabus or outline. All grades must be submitted to the Office by the date of record as determined by the University Registrar.
- H. Any issue arising under this Article shall be governed by, and processed pursuant to, the procedures set forth in the applicable policy statements of the University or as otherwise expressly set forth in this Agreement, and shall not be considered a “dispute” within the meaning of Article XXI (“Dispute Resolution Procedure”) and Article XXII (“Arbitration”), nor shall it be subject to the Dispute Resolution or Arbitration procedures of this Agreement; provided, however, that if, after being unresolved and a decision has been made to take disciplinary action, the claim may be processed pursuant to the Dispute Resolution Procedure and, if then still unresolved, to arbitration in accordance with Article XXII (“Arbitration”).

ARTICLE XI: SCHOOL RIGHTS

A. Article XII (“Committees”) and Article XIII (“Reappointments/Course Assignments/Scheduling”) recognize and provide for a collegial and committee approach that includes P/T Faculty Members in an advisory capacity concerning certain prescribed academic and professional matters affecting the quality of education delivered by the School. The following matters are subject to consultation in accordance with the advisory committee processes and procedures set forth in Articles XII and XIII: Appointments, Reappointments and course assignments (including, in such contexts, the need for or desirability of hiring candidates from outside the School); leaves of absence (except in emergency cases or where the P/T Faculty Member raises privacy considerations); class sizes; health, safety and security; student life policies; committees; curriculum planning; teaching methodology; the evaluation process; student academic standing; and student admissions criteria. The following matters also are subject to a prescribed advisory committee review process in accordance with the provisions set forth in Article XII and XIII: Appointments (where a member of the bargaining unit is applying for a position), Reappointments and course assignments (including, in such contexts, the need for or desirability of hiring candidates from outside the School); leaves of absence (except in emergency cases or where the P/T Faculty Member raises privacy considerations); the evaluation process.

B. Management of the University is vested exclusively in the University. Except as otherwise provided in this Agreement, the Union agrees that the University has the right to establish, plan, direct and control the University’s missions, School’s, objectives, activities, resources, and priorities; to establish and administer procedures, rules and regulations, and direct and control University operations; to alter, extend or discontinue existing equipment, facilities, and location of operations and Schools; to determine and modify the number, qualifications, scheduling, responsibilities and assignment of Faculty; to establish, maintain, modify or enforce standards of performance, conduct, order and safety; to evaluate, to determine the content of evaluations, and to determine the processes and criteria by the which the performance of Faculty is evaluated; to establish and require Faculty to observe University rules and regulations; to discipline or dismiss Faculty; to establish or modify the academic calendars, including holidays and holiday scheduling; to assign work locations; to schedule hours of work; to recruit, hire or transfer; to determine how and when and by whom instruction is delivered; to determine all matters relating to Faculty hiring, reappointment, promotion, and retention; to determine all matters related to prospective and current student and alumni; to introduce new methods of instruction; and to exercise sole authority on all decisions involving academic matters.

C. The above enumeration of School rights is for illustrative purposes only and, except where expressly and specifically limited elsewhere in this Agreement, is

intended to indicate the types of matters or rights that customarily belong to and are inherent in the School.

ARTICLE XII: COMMITTEES

The following committee system exists or shall be established for the purpose of advising the School on matters involving essential academic, professional and ethical issues affecting the quality of education delivered to the School.

A. Executive Committee: Jurisdiction shall involve recommendations concerning development and revision of course and degree proposals; new programs or degrees; academic/curricular policies and procedures; student life policies; faculty review, facility safety, health and security issues; the establishment of other committees (ad hoc or otherwise), subcommittees or task forces; student advisory committee issues; diversity and affirmative action issues, and membership on University, College and School committees. The Committee shall be chaired by the Dean and comprise nine (9) additional persons, five (5) of whom shall be P/T Faculty Members and four (4) of whom shall be full-time faculty members and/or members of the administrative staff of the School. The Committee shall meet a minimum of three (3) times per term. The Dean will distribute the final agenda three (3) business days before the meeting. Committee members may submit agenda topics to the Dean before he/she sends out the final agenda. Any recommendations it makes to the Dean shall be in writing.

B. Consistent with the provisions of this Agreement, the School may establish such other committees (ad hoc and otherwise), subcommittees, or task force as it deems appropriate to meet School, College, and other University needs. The Dean shall consult with the Executive Committee, including P/T Faculty Members, about the establishment of such committees, subcommittees or task forces and nominations to and membership on these committees, subcommittees or task forces.

C. For each standing committee, P/T Faculty Members shall be selected on the following basis: for each academic year, the Dean and the members of each committee shall solicit volunteers and nominations from P/T Faculty Members interested in serving on said committees. A secret ballot election shall be held where, because of the number of candidates, the need for an election exists. If no election is necessary, those volunteering or nominated will, with their agreement, be appointed.

D. Effective September 1, 2016, P/T Faculty Members shall receive a \$1000 honorarium per academic year for serving on the Executive Committee, provided that the eligible faculty member attends fifty percent (50%) of scheduled meetings. P/T Faculty members shall receive a \$100 honorarium per meeting to a maximum of \$600 per academic year for each other College or University committee on which he/she serves.

E. No committee member shall vote on any matter within the committee's jurisdiction where there exists a conflict of interests.

F. Any claim that the School has failed to adhere to the provisions of this Article shall be subject to the provisions of Article XXI ("Dispute Resolution Procedure") or Article XXII ("Arbitration")

ARTICLE XIII: APPOINTMENTS/REAPPOINTMENTS/COURSE ASSIGNMENTS/SCHEDULING/SENIORITY

A. Effective September 1, 2016, P/T Faculty Members will obtain the following statuses and titles, contained in parentheses corresponding to the Categories of Appointment in the paragraph below. All appointments are contingent upon P/T Faculty Members satisfying the course qualifications as determined by the Jazz School. Qualifications are determined based on the following criteria:

1. Teaching Excellence, as defined and measured by (a) and (b) below.

a. Demonstrated knowledge of the course material;

i. Ability to organize and present course materials;

ii. The effectiveness of the Faculty member's communication skills in the classroom;

iii. Ability to arouse curiosity in beginning students to do creative work;

iv. Student achievement and progress in relevant academic work;

v. The ability of the Faculty member to adhere, in both subject matter and timely fashion, to the approved course curriculum;

vi. The Faculty member's teaching experience and teaching accomplishments;

vii. Sensitivity to the policies of the department and the University with respect to equal opportunity, affirmative action and an environment free of discrimination and sexual and other discriminatory harassment;

viii. Respect for and encouragement of the diversity of opinions and expressions of students and colleagues.

b. Teaching excellence, which is measured by:

i. Student evaluations

ii. Classroom observations

iii. Departmental assessment

iv. Samples of student work

2. Professional accomplishments, which are defined as:

- a. Quality and productivity in scholarly, professional and/or artistic pursuits such as shows, exhibits, performances, recordings, publications or other relevant artistic or scholarly activities;
 - b. Professional experience such as contributions to the profession and the field; and continued participation in such endeavors and activities.
3. Service, which is defined as:
- a. Demonstrated ability and/or willingness of the Faculty member to cooperate with other faculty, staff, administration, students, guests and others;
 - b. Commitment to the University's policies;
 - c. Participation in departmental, School, and University activities.

B. Categories of Appointments & Titles

1. Probationary (Part-Time Lecturer):
 - a. Appointment is by semester;
 - b. Length of probation is from first (1st) semester through fourth (4th) semester;
 - c. No presumption of reappointment;
 - d. No set course load; course load varies;
 - e. No remedy for pre-appointment course load reduction;
 - f. No fee for post-appointment course cancellation; and Severance is not applicable.
2. Post Probationary (Part-Time Lecturer):
 - a. Appointment is annual;
 - b. Length of post probation is from fifth (5th) semester through tenth (10th) semesters;
 - c. No presumption of reappointment;
 - d. No set course load; course load varies;
 - e. No remedy for pre-appointment course load reduction;
 - f. Fee for post-appointment course cancellation is 15% of wages per course if not replaced (except no fee is available for the first 4 semesters/sessions that a newly developed course is offered in cases where such course was proposed and developed by a P/T Faculty Member with the understanding that she/he will be assigned to teach that course); and
 - g. Severance is not applicable.
3. Annual (Part-Time Assistant Professor):
 - a. Appointment is annual.
 - b. Length of service to qualify begins at the eleventh (11th) semester.
 - c. Course base load is set and preserved based on the highest of last two academic years of classroom teaching during the post-probationary period.

- d. Course base load shall include only credit and full semester non-credit courses taught in the fall and spring semesters. It shall exclude private lessons.
- e. For P/T Faculty Members who are eligible for an annual appointment as of fall '16, their initial look back for base load will be set and preserved based on the highest out of the last three (3) academic years.
- f. Base load is calculated based on contact hours.
- g. P/T Faculty Members with at least twenty-four (24) semesters of service as of fall '16, referred to as annual Grandparented P/T Faculty Members, will be entitled to pre-appointment course replacement within the Jazz School.
- h. In the event there is a curricular change or insufficient enrollment and an annual P/T Faculty Member's course load is reduced below his/her base load, the Jazz School will proceed as set forth in Paragraph C, Pre-Appointment Replacement for Course Load Maintenance for Annual & Grandparented Appointee, below.
- i. Annual/Grandparented P/T Faculty Members will be given every reasonable opportunity to teach new curriculum being implemented in the Jazz School.

C. Pre-Appointment Replacement for Course Base Load Maintenance for Annual & Grandparented Appointees

1. In order to maintain an annual P/T Faculty Member's base load, those P/T Faculty Members in the Jazz School who are qualified will displace probationary and post probationary PT Faculty Members if no unassigned courses are available. If no replacement course is available from among these P/T Faculty Members, senior P/T Faculty Members in the Jazz School will displace the least senior annual P/T Faculty Member in the Jazz School who has completed his/her post-probationary period.
2. The Jazz School will identify replacement courses that are equivalent in hours. P/T Faculty Members shall have the right to refuse such replacement courses. Such courses will be paid at the same hourly rate as the course it replaced.
3. Unmet Base Load Search Process: In order for P/T Faculty Members to participate in the process to meet base loads, the Jazz School will make available to all P/T Faculty Members information regarding tentative assignments in the Jazz School for the following semester. To that end, beginning May 1, 2017 and May 1 of each academic year thereafter, the Jazz School will make available to P/T Faculty Members: (1) the course(s) to which the P/T Faculty Member is tentatively assigned in the following academic year; (2) the unassigned available courses for the following

academic year. Upon the request of a P/T Faculty Member, the Jazz School representative(s) responsible for searching for courses to meet that P/T Faculty Member's base load will meet with the P/T Faculty Member to discuss the search. If the P/T Faculty Member's base load is not met in the following academic year, upon a request from the P/T Faculty Member, the Jazz School representative will discuss with him/her the steps taken to meet that P/T Faculty Member's base load.

4. If a P/T Faculty Member has proposed and developed a new course to which he/she will be assigned to teach, that P/T Faculty Member is protected from displacement by P/T Faculty Member with greater replacement rights for the first four semesters the course is offered and runs. After four semesters, such P/T Faculty Member can be replaced by a P/T Faculty Member who has greater replacement rights.
5. If no replacement course is found in accordance with pre-appointment replacement rights, the P/T Faculty Member will receive a base load reduction fee, which is 30% of the wages for the course. Annual Grandparented P/T Faculty Member will receive a base load reduction fee, which is 50% of the wages for the course.
6. The Jazz School shall have a continuing obligation to find a replacement course for a P/T Faculty Member still teaching in the Jazz School in accordance with pre-appointment replacement rights for up to six (6) semesters but in no case more than three (3) academic years.
7. In the event the P/T Faculty Member's base load is not restored within the six (6) semesters but in no case more than three (3) academic years, the P/T Faculty Member may apply for an unassigned course. To that end a P/T Faculty Member may request a list of unassigned available courses for the following academic year which will be made available to the P/T Faculty Member by May 1, (effective 2017). If the P/T Faculty Member is qualified to teach said course, he/she will be assigned to it.
8. If a course cancels post appointment and there is no replacement course, the P/T Faculty Member will receive length of service credit for the semester and a fee of 30% per course. Annual Grandparented P/T Faculty Members shall receive a fee of 50% per course. No fee is offered in cases where such course was proposed and developed by a P/T Faculty Member with the understanding that she/he will be assigned to teach that course.
9. Remedies for base load reduction and course cancellation do not apply when the reduction or cancellation is due to severance or has been requested by the P/T Faculty Member. Severance shall cover both P/T Faculty Members affected by the discontinuance of a program and those

who do not have any courses assigned to them because there are no replacement courses. Severance shall consist of 50% of salary from the last year or 65% of the average of the last two years, whichever is greater, and recall rights for two (2) years.

D. TEACHING LOAD MAXIMUMS

1. P/T Faculty Members do not have an entitlement to assignment of course above their base load. Grievance/arbitration regarding assignments above base load will be limited to a claim that the Jazz School augmented arbitrarily and capriciously.
2. The Jazz School may, at anytime and at its sole discretion, allow P/T Faculty Members to teach over the maximum.
3. Base load will not be set above the maximum (for exemptions see #4 below).
4. Only P/T Faculty Members who qualify for an annual appointment as of Fall 2016 can have their base load set above the maximum (see #5 below) based on the initial look back.
5. The teaching load maximum for P/T Faculty Members shall be 270 classroom hours per academic year.

E. CALENDAR FOR APPOINTMENTS TO P/T FACULTY MEMBERS (by contract type)

1. Annual /Post Probationary and Fall-only (for probationary P/T Faculty Members) Contracts
No later than:
May 1: Posting tentative Fall Semester Classes.
June 1: Deadline for annual appointment letters to Annual P/T Faculty Members.
June 15: Deadline for responding to June 1 appointment letters.
July 1: Deadline for responding to annual appointments to Post Probationary P/T Faculty Members and fall-only appointments to Probationary P/T Faculty Members.
July 15: Deadline for responding to July 1 appointment letters.
2. Spring-only (for Probationary P/T Faculty Members) Contracts
No later than:
November 1: Posting spring-only classes.
December 7: Deadline for contracts for spring-only P/T Faculty Members.
December 22: Deadline for responding to spring-only contracts.

3. Appointment letters will be available electronically, and P/T Faculty Members may confirm appointments electronically.

ARTICLE XIV: SUBSTITUTES

A. In the event a P/T Faculty Member is unable, due to illness or any other reason, to conduct a class when and as scheduled, he/she shall notify the Dean or his/her designee of the problem, as soon as possible, to discuss all pertinent issues, including whether the class can or should be conducted as scheduled with a substitute or rescheduled and conducted by said P/T Faculty Member. If the Dean or his/her designee determines a substitute shall be used, the P/T Faculty Member shall be responsible for arranging, after consultation with the Dean or his/her designee, for an available substitute. Unless by prior agreement, no class, whether taught by the P/T Faculty Member or a substitute, shall be scheduled or otherwise held outside the normal academic term or normal University facilities.

B. Each P/T Faculty Member may create a substitute list for each course at the beginning of the year with a minimum of 2 people.

C. The list will be reviewed by the administration at the beginning of the year and, unless not approved, the P/T Faculty member can then use these substitutes.

D. Unless by prior agreement, no class, whether taught by the P/T Faculty Member or a substitute, shall be scheduled or otherwise held outside the normal academic term or normal University facilities.

E. A substitute shall be paid directly by the School at the following Substitute Pay Rate: if an incumbent P/T Faculty Member, his/her hourly classroom teaching rate of pay; if an individual outside the School (not a member of the bargaining unit here covered), at the hourly classroom teaching rate of the P/T Faculty Member for whom he/she is substituting. Under no circumstances can a P/T Faculty Member, directly or indirectly, arrange for payment to a substitute other than as above specified.

ARTICLE XV: UNPAID LEAVES OF ABSENCE

A. A P/T Faculty Member may be considered for unpaid leave of absence for any emergency or other reason required by law. Further, for additional personal or professional reasons, upon completion of one (1) academic term of employment at the School, a P/T Faculty Member also may be considered for unpaid leave of absence.

B. Any request for unpaid leave of absence must be in writing and set forth the nature of and reasons for the request, as well as the proposed duration of the leave.

C. Except as required by law, any unpaid leave of absence, if approved, shall not exceed two (2) consecutive academic terms in duration.

D. Except as required by law, the approval of an unpaid leave of absence, including its duration, shall be at the discretion of the Dean or his/her designee. Such discretion shall take into account all pertinent factors, including the needs of the School, with the understanding that approval shall not be unreasonably withheld. The leave shall be deemed unauthorized unless approved, in writing, by the Dean.

E. Any seniority held by the P/T Faculty Member pursuant to Article XIII shall be retained upon return to the School at the completion of the authorized leave. Seniority shall not accrue, however, during the period of the authorized leave. If the Dean or his/her designee determines a substitute shall be used during the leave of absence, the Dean or his/her designee will consider the P/T Faculty Member's recommendations for an available substitute. Final decision or choice of substitute will be made by the Dean or his/her designee.

F. In line with Article XIII, in the event a P/T Faculty member takes a leave of absence, qualified P/T Faculty may be considered for covering the available course. Full semester substitutes will be members of the unit.

G. The provisions of Article XIV, F ("Substitutes") will apply here with regard to rate of pay.

ARTICLE XVI: PAID ACADEMIC LEAVES

A. P/T Faculty Members who have worked as P/T Faculty for the University for at least ten years are eligible to apply for a one-semester paid academic leave.

B. The leave may take place in the fall or spring.

C. P/T Faculty Members interested in receiving a paid academic leave must apply for a paid academic leave by the posted deadline.

D. When applying for a paid academic leave, eligible P/T Faculty Member must describe a deliverable that said Faculty member will provide at the conclusion of the leave.

E. P/T Faculty Members who receive a paid academic leave must return to employment at the University the semester following the paid academic leave.

F. One P/T Faculty Member per academic year will receive a paid academic leave.

- G. There shall be a hiatus of 6 years between paid academic leaves.
- H. A Part-Time Faculty Member will receive full course pay while on an approved paid academic leave.

ARTICLE XVII: DISCIPLINE

- A. The School shall have the right to discipline any P/T Faculty Member, up to and including discharge, for just cause. Except as otherwise expressly provided for in this Agreement, such disciplinary treatment shall be subject to the provisions of Article XXI (“Dispute Resolution Procedure”) and Article XXII (“Arbitration”).
- B. For purposes of this Article, disciplinary treatment, up to and including discharge, shall not encompass the appointment or reappointment process or any class cancellation pursuant to Article XIII (“Reappointments/Course Assignments/Scheduling”).

ARTICLE XVIII: WORKING CONDITIONS

- A. The University pledges to observe all applicable federal and state law guaranteeing health and safety of the P/T Faculty Members.
- B. The University shall furnish and maintain sanitary toilets and working facilities for the P/T Faculty Members. Where on notice that the health or safety of a P/T Faculty Member is endangered by a defect(s) in working conditions, the University immediately shall take reasonable steps to review and correct such defect(s).
- C. In the event of any weather emergencies, the University shall continue to notify the P/T Faculty Members, through public information channel(s), of any closings.
- D. The University shall make its best effort to provide P/T Faculty Members with serviceable equipment and materials necessary for their instruction of students.

ARTICLE XIX: PAYDAY

A P/T Faculty Member shall be paid on a monthly basis, in the same month the work is performed, provided he/she has submitted to the School, in timely fashion, all paperwork necessary for the processing of said payment. The School shall be responsible for furnishing the P/T Faculty Member, on a timely basis, all paperwork necessary for his/her submission. The precise payday shall be the same day set for others in the University who are similarly situated.

ARTICLE XX: PERSONNEL FILES

A. A P/T Faculty Member may review his/her personnel file by appointment with the Human Resources Department of the University. Upon his/her request and at his/her own expense (not to exceed \$0.10 per page), the P/T Faculty Member will be given a photocopy of any item(s) in such file(s). Such review may occur no more than twice in any one calendar year.

B. Where the P/T Faculty Member seeks review of his/her personnel file in connection with the Dispute Resolution Procedure or Arbitration, the Union representative and/or Committee member may be present at the review and examine the documents.

ARTICLE XXI: DISPUTE RESOLUTION PROCEDURE

A. A prompt and efficient method of settling Disputes, as herein defined, is both desirable and necessary. Moreover, notwithstanding the availability of the formal procedures of this and the succeeding Article, it is agreed an informal resolution of any Dispute is desirable. For purposes of this Agreement, a "Dispute" shall be defined as any alleged violation of this Agreement during the term of the Agreement, arising out of its interpretation, application, performance or termination. Except where otherwise expressly indicated in this Agreement, a "Dispute" shall be processed in accordance with the procedures of this Article and, should it proceed to Arbitration, Article XXII ("Arbitration").

B. A Dispute will be timely if filed, in accordance with the procedures outlined below, within thirty (30) calendar days of its occurrence or discovery. If the time limit falls on a Saturday, Sunday or holiday, it shall be extended to the next School business day that falls within the work week.

C. Step One. Except as provided below, a Dispute first shall be presented by the P/T Faculty Member and/or the Union, in writing, to the Dean of the School. The Dispute must specify the nature of the grievance, the provision(s) of this Agreement at issue and the relief requested. Within ten (10) School business days, the Dean or his/her designee shall meet with the P/T Faculty Member and Union representative to discuss the Dispute. Within ten (10) School business days of the meeting, the Dean or his/her designee shall mail or deliver to the P/T Faculty Member and the Union representative a written answer to the Dispute.

D. Step Two. If a Dispute is not satisfactorily resolved at Step One of the Dispute Resolution Procedure, the P/T Faculty Member and/or the Union may appeal to the Senior Officer in charge of the Human Resources Department of the University ("Officer"). To do so, the P/T Faculty Member and/or Union representative must file a written appeal, within ten (10) School business days of

the date the Step One answer is received by the Union, specifying the nature of the grievance, the provision(s) of this Agreement at issue and the relief requested. Within ten (10) School business days of the Step Two filing, the Officer or his/her designee shall meet with the P/T Faculty Member and Union representative to discuss the Dispute. Within ten (10) School business days of the meeting, the Officer or his/her designee shall mail or deliver to the Union, with a copy to the P/T Faculty Member, a written answer to the Dispute.

E. Step Three. If a Dispute is not satisfactorily resolved at Step Two of the Dispute Resolution Procedure, the P/T Faculty Member and/or the Union may appeal to the Provost of the University. To do so, the P/T Faculty Member and/or Union representative must file a written appeal, within ten (10) School business days of the date the Step Two answer is received by the Union, specifying the nature of the grievance, the provision(s) of this Agreement at issue and the relief requested. Within ten (10) School business days of the Step Three filing, the Provost or his/her designee shall meet with the P/T Faculty Member and Union representative to discuss the Dispute. Within ten (10) School business days of the meeting, the Provost or his/her designee shall mail or deliver to the Union, with a copy to the P/T Faculty Member, a written answer to the Dispute.

F. Step Four. If the Dispute is not satisfactorily resolved at Step Three, the Union may submit it to Arbitration, within fifteen (15) School business days of the date of the Step Three answer, pursuant to Article XXII ("Arbitration") below; provided, however, that within forty-five (45) School business days of the date of the Step Three answer, the parties shall hold a conference, at a mutually agreed to location, in an attempt to resolve any Step Three grievance that remains unresolved after the completion of the Step Three process. (This does not preclude or affect the filing of a request for arbitration or the use, by mutual agreement, of mediation.)

G. The School also may present a Dispute pursuant to this Article. Such dispute shall be presented at Step Two of the Dispute Resolution Procedure, following notice by the School, in writing, addressed to the Union at its offices, and shall specify the nature of the grievance, the provision(s) of this Agreement at issue and the relief requested. Further, any Dispute filed by the Union on behalf of two or more P/T Faculty Members, or involving the disciplinary suspension or discharge of a P/T Faculty Member or a grievance against the Dean, may be initiated at Step Two. Additionally, on any other Dispute, the parties may proceed initially at Step Three if by mutual agreement, in writing.

H. The time limits specified above shall be strictly construed, absent express written agreement of the parties to waive or extend any time limit or step of the Dispute Resolution Procedure; provided, however, that if the School (or the Union with respect to a Dispute presented by the School) fails to answer a Dispute at any step of the Dispute Resolution Procedure, or to answer in timely fashion, it shall not be deemed acceptance of the P/T Faculty Member's or Union's position (or the

School's position with respect to a Dispute presented by the School); rather, in such case, the P/T Faculty Member and/or the Union (or the School with respect to a Dispute presented by the School) may proceed to the next step of the Dispute Resolution Procedure.

I. Any disposition of a Dispute from which no appeal is taken by the P/T Faculty Member and/or Union, or by the School, within the specified time limits shall be deemed finally resolved, and shall not be considered subject to the remaining Dispute Resolution Procedure and/or Arbitration provisions of the Agreement.

J. No reprisal shall be taken against any P/T Faculty Member for having filed a Dispute.

K. No Dispute shall be handled by an individual P/T Faculty Member and the School without both notice to the Union and an opportunity for a representative of the Union to be present at the adjustment of the Dispute.

ARTICLE XXII: ARBITRATION

A. Unless otherwise expressly excluded from Arbitration in this Agreement, a Dispute that has not been satisfactorily resolved at Step Three of the Dispute Resolution Procedure may be submitted by either the Union or the School to final and binding Arbitration in accordance with the time limit and other provisions of Article XXI ("Dispute Resolution Procedure").

B. Should the parties be unable to agree upon the selection of an arbitrator, the party seeking Arbitration shall refer the matter to the American Arbitration Association ("AAA") for selection of an arbitrator and conduct of the Arbitration in accordance with the procedures then in effect under its Voluntary Labor Arbitration Rules.

C. The administrative costs of the AAA and the fees of the arbitrator shall be borne equally by the parties.

D. A P/T Faculty Member who attends an Arbitration as a grievant or Union witness shall be expected, where possible, to reschedule any class he/she otherwise might miss because of the Arbitration proceeding. Should such rescheduling not be possible, the School shall compensate the Union steward and no more than three (3) P/T Faculty Members (including the grievant(s) and any Union witnesses) for not more than one (1) classroom teaching session lost because of the requirement that they testify on behalf of the Union at the Arbitration proceeding. Any P/T Faculty Member who is subpoenaed by the School to appear as a witness in an Arbitration proceeding, and who is unable to reschedule a class (classes), shall be compensated for the lost classroom teaching time at the School and other lost professional income, subject to a maximum of \$500.

E. The Arbitration shall be held at the offices of the AAA unless the parties otherwise mutually agree to a different location.

F. The arbitrator shall have no power to add to, subtract from, change or in any other way alter, amend or modify the terms of this Agreement. Further, his/her jurisdiction shall be limited not only to an unresolved Dispute as defined in Article XXI above, but, more particularly, to the issue(s) of said Dispute that has (have) been submitted to the Arbitrator to decide.

G. Unless the parties otherwise expressly agree in writing, any submission to Arbitration shall be confined to a single Dispute.

H. Absent express mutual written agreement by the parties, there shall be no Arbitration of any Dispute where the facts or circumstances of the Dispute arise or occur after the expiration of the Agreement.

I. The arbitrator shall draw no adverse inference from the failure of a party to call a student as a witness.

ARTICLE XXIII: NO STRIKE/NO LOCKOUT

During the term of this Agreement or any extension upon written agreement of the parties:

A. No P/T Faculty Member shall engage in any strike, slowdown, sit-in, boycott, cessation, stoppage or interruption of work at the School or its operations, and the Union, on behalf of itself, its officers, agents and representatives, shall not in any way authorize, assist, encourage, participate in or sanction such. This prohibition applies as well to sympathy strikes.

B. The School shall not lock out the P/T Faculty Members.

C. In addition to any other right, remedy or relief to which either the School or the Union may be entitled under applicable law or statute, should any of the conduct described in paragraphs A or B above occur, the party asserting a violation shall request that the other party undertake, on an immediate basis, all reasonable and necessary steps to terminate such conduct, and the party so requested, upon determining that the conduct is in violation of this Article, immediately shall take all such reasonable and necessary steps to terminate the conduct.

ARTICLE XXIV: COMPENSATION

Across the board increases to all minimum and actual rates of pay (Minimum Base Hourly Classroom Rates, P/T Faculty Member Actual Hourly Classroom Rates,

Private Lesson Hourly Rates, Evaluation Hourly Rates, Advisor Hourly Rates) as follows:

Effective 2015-2016 Academic Year	- 2.25%
Effective 2016-2017 Academic Year	- 2.50%
Effective 2017-2018 Academic Year	- 2.50%
Effective 2018-2019 Academic Year	- 2.75%
Effective 2019-2020 Academic Year	- 3.00%

A. Subject to probationary rate provisions of paragraph D of Article XV (“Probation”), the minimum base hourly classroom rate for P/T Faculty in effect as of June 30, 2015 shall be increased in the following amounts:

	Rate in Effective on 6/30/15	Effective 2015-2016 Academic Year	Effective 2016-2017 Academic Year	Effective 2017-2018 Academic Year	Effective 2018-2019 Academic Year	Effective 2019-2020 Academic Year
Increase		+2.25%	+2.50%	+2.50%	+2.75%	+3.00%
Rate	\$94.00	\$96.12	\$98.52	\$100.98	\$103.76	\$106.87

B. Longevity: Effective Academic Year 2016-2017, P/T Faculty Members shall receive an increase in addition to the general wage increase added to his/her rate for years of service in accordance with the schedule below*:

10-14 years: \$6/hour

15-19 years: \$7/hour

20-24 years: \$8/hour

25-29 years: \$9/hour

30 years: \$10/hour

*If a P/T Faculty Member passes from one longevity bump to another within the terms of this contract they will receive the difference between the two. By way of example; if at signing a P/T Faculty Member has 24 years of service they will receive an \$8/hour longevity raise. The following year they will receive an additional \$1/hour longevity increase for the 25-29 years threshold, for a total increase of \$9/hour.

C. The actual hourly classroom rate for all P/T Faculty Members whose rates exceed the minimum rates set forth above shall be increased in the following amounts above the actual rates of pay in effect as of the 2015-2016 Academic Year:

	Effective 2015-2016 Academic Year	Effective 2016-2017 Academic Year	Effective 2017-2018 Academic Year	Effective 2018-2019 Academic Year	Effective 2019-2020 Academic Year
Increase	+2.25%	+2.50%	+2.50%	+2.75%	+3.00%

D. Substitute Rates: As provided in Article XIV (“Substitute”).

E. Private Lesson Rates: The hourly rate of pay of all P/T Faculty members when teaching private lessons pursuant to the School curriculum shall be increased in the following amounts:

	Rate in Effective on 6/30/15	Effective 2015-2016 Academic Year	Effective 2016-2017 Academic Year	Effective 2017-2018 Academic Year	Effective 2018-2019 Academic Year	Effective 2019-2020 Academic Year
Increase		+2.25%	+2.50%	+2.50%	+2.75%	+3.00%
Rate	\$110.58	\$113.07	\$115.90	\$118.80	\$122.07	\$125.73

F. Class-size Differential: Effective September 1, 2011, any P/T Faculty Member who teaches a class that contains forty to fifty-nine (40-59) students shall receive a ten percent (10%) increase over that individual faculty member's rate of pay for the duration of that class; and any P/T Faculty member who teaches a class with sixty (60) or more students shall receive a fifteen percent (15%) increase over that faculty member's individual rate of pay for the duration of that class. In addition, the Dean, working with the Executive Committee, shall provide appropriate assistance to those P/T Faculty Members whose class sizes exceed 40 students.

G. Summer School Rates: A P/T Faculty Member who, during the University's Summer school session(s), teaches a credit-bearing or other required course(s) of the School shall be paid the same classroom hourly rate he/she received during the immediately preceding academic year.

H. Committee Rates: As provided in Article XII (“Committees”).

I. Nothing in this Agreement shall prevent the School from paying, or a P/T Faculty Member from accepting, a rate of pay above that provided for in this Agreement.

J. Evaluation Hourly Rates:The hourly rate of pay for all P/T Faculty Members performing evaluation services (Auditions, Classroom Placements; Instrumental Proficiency; Jury and Senior Recital Review) shall be increased in the following amounts:

	Rate in Effective on 6/30/15	Effective 2015-2016 Academic Year	Effective 2016-2017 Academic Year	Effective 2017-2018 Academic Year	Effective 2018-2019 Academic Year	Effective 2019-2020 Academic Year
Increase		+2.25%	+2.50%	+2.50%	+2.75%	+3.00%
Rate	\$81.07	\$82.89	\$84.96	\$87.08	\$89.47	\$92.15

K. Advisory Hourly Rate: The School reserves sole discretion as to whom to utilize to serve as an Advisor to the students (non-bargaining unit personnel included). Where, however, the School appoints a P/T Faculty Member to serve as an Advisor, he/she shall receive the following advisory rates per student:

	Rate in Effective on 6/30/15	Effective 2015-2016 Academic Year	Effective 2016-2017 Academic Year	Effective 2017-2018 Academic Year	Effective 2018-2019 Academic Year	Effective 2019-2020 Academic Year
Increase		+2.25%	+2.50%	+2.50%	+2.75%	+3.00%
Rate	\$81.07	\$82.89	\$84.96	\$87.08	\$89.47	\$92.15

L. Registration Advising: The School reserves sole discretion as to whom to utilize to provide Registration advising to its students (non-bargaining unit personnel included). Where, however, the School appoints a P/T Faculty Member to provide Registration Advising he/she shall receive the following hourly rates:

	Rate in Effective on 6/30/15	Effective 2015-2016 Academic	Effective 2016-2017 Academic	Effective 2017-2018 Academic	Effective 2018-2019 Academic	Effective 2019-2020 Academic
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		Year	Year	Year	Year	Year
Increase		+2.25%	+2.50%	+2.50%	+2.75%	+3.00%
Rate	\$28.01	\$40.00	\$41.00	\$42.03	\$43.19	\$44.49

M. Tuition Benefits: All faculty members and their immediate family shall be eligible for remission of tuition and fees on the basis of one course for every course taught. Courses must be taken in the same semester/session on a space available basis (excluding "income sharing" courses), or the next fall, spring or summer semester/session, provided the P/T Faculty member has not voluntarily left the University.

XXV: HEALTH/DENTAL INSURANCE

A. Following a special enrollment period after the execution date of this Agreement, and thereafter following any succeeding enrollment period, each eligible P/T Faculty Member shall be entitled to participate in the health and/or dental insurance coverage provided for herein. To be eligible for such benefits, a P/T Faculty Member must have taught two (2) credit-bearing or other required courses in the School during the academic year immediately preceding the desired enrollment and be scheduled to teach two (2) such credit-bearing or other required courses in the School during the academic year of the enrollment or, in the alternative, must have earned a minimum of six (6) points (6 class hours or 7.5 School private lesson hours, or a combination of class hours and School private lesson hours totaling 6 points) in the School during the academic year immediately preceding the desired enrollment and be scheduled to earn a minimum of six (6) such points in the School during the academic year of the enrollment.

B. Subject to the provisions of paragraph C below, each eligible P/T Faculty Member shall have the choice of enrolling in the following plans:

1. The University sponsored health and dental plans currently applicable to the University's part-time faculty or any plan(s) applicable to such part-time faculty to which the University may convert during the life of this Agreement; or

2. The American Federation of Local 802 Musicians' Health Fund.

C. During the term of this Agreement, the School shall contribute, as follows, towards the cost of coverage on behalf of those eligible P/T Faculty Members who elect to participate in the plan(s) described in paragraph B of this Article.

1. For all those who hereafter enroll in the University sponsored health and dental plan(s) the same Premium Co-payments and

Premium Increase Caps as are contained in the collective bargaining agreement between The New School and ACT-UAW, Local 7902 effective September 1, 2014 to August 31, 2019 shall apply. In the event a P/T Faculty Member enrolls for a portion of the year, a pro rata portion of said contribution shall be made by the School and the P/T Faculty Member. The University's and P/T Faculty Member's contributions shall be payable, over the course of the year, in ten (10) monthly installments proportionate to the University's share, respectively, of the health and dental plan premium costs. The P/T Faculty Member premium co-payment shall be deducted on a pre-tax basis from the P/T Faculty Member's paycheck.

2. For those P/T Faculty Members who elect coverage under the Local 802 Musicians Health Fund Plan A or Plan A+ Plan (with vision and dental, Plan B), contributions shall be based on the following:

a. Effective January 1, 2016, the University will contribute a dollar sum per participant based upon the same percentage of premium outlined in the ACT-UAW contract for the University's EPO (with vision) plan. In no instance shall the University pay Local 802 Musicians Health Fund Plan (per participant) more than it pays for ACT-UAW faculty (per participant) under the ACT-UAW contract. The University shall pay less per participant if and when the premium of Plan A or Plan A+ with or without Plan B is less than the premium of the University's EPO. The University will make bi-annual payments to the Local 802 Musicians Health Fund on or around the 15th of January and July each year and upon receipt of invoice.

b. On or around the 15th of January or July of each year, the School will contribute an amount sufficient to guarantee 6 months of Plan A or Plan A+ coverage in the Local 802 Health Benefits Fund. If, due to contributions from other employers, a lesser amount is needed to satisfy the eligibility requirement for Plan A or Plan A+ above, the excess shall be carried forward to the next contribution period.

D. Any rebate procedures permitted under the Local 802 Musicians' Health Fund shall be applicable, and made available, to those P/T Faculty Members who participate in the plan, under the same uniform conditions offered to other participants in the plan.

E. If a P/T Faculty Member is covered, or hereafter elects to be covered, under a plan other than those specified in paragraph B above, whether through a spouse, another employer or otherwise, he/she shall not be eligible, or shall cease to be

eligible, for the contribution (or any pro rata portion thereof) specified in paragraph C above. If, however, a P/T Faculty Member is covered elsewhere by a health plan (other than the Local 802 Musicians' health fund) that does not include dental coverage, he/she, if eligible under the provisions of paragraph A above, may elect to enroll in the University sponsored dental plan applicable to its part-time faculty during the life of this Agreement and, in that event, the School shall contribute for such P/T Faculty Member, on a monthly basis, the same amount the University contributes to the dental plan for its part-time faculty (October 1 – September 30). The remaining cost shall be borne by the P/T Faculty Member and shall be deducted on a pre-tax basis from the P/T Faculty Member's paycheck.

F. Any P/T Faculty Members who, because of their employment experience prior to its merger with the University, shall be grand parented with those who were similarly situated and, accordingly, shall continue to be treated, for purposes of health and dental coverage, in the same manner as those with whom they are grand parented.

ARTICLE XXVI: PENSION

A. Effective September 1, 2015, the School shall contribute to The American Federation of Musicians and Employers' Pension Fund ("Pension Fund") at the minimal rate set by the Plan Administrator pursuant to the Rehabilitation Plan Schedule. That rate is currently 10.9% of each eligible P/T Faculty Member's gross School pay as defined in paragraphs B and C below.

B. Eligibility: Contributions to the Pension Fund shall not be made by the School on behalf of a P/T Faculty Member until he/she has taught, in each academic term of one (1) academic year, as a part-time classroom faculty teacher in the School and/or in connection with the School's private lessons. Once a P/T Faculty Member has established such eligibility, contributions to the Pension Fund shall be made by the School, on his/her behalf, on the basis of his/her future School earnings in accordance with the provisions of paragraph C below.

C. Gross Pay: For purposes of this Article, an eligible P/T Faculty Member's gross pay shall consist of his/her School earnings derived from part-time classroom teaching in the School and private lessons taught pursuant to the School. It also shall include a P/T Faculty Member's earnings from services as provided for, respectively, in Article XXIV ("Compensation"), Sections J through L, and from Committee Service as provided for in Article XII.

D. All contributions to the Pension Fund shall be made by check payable to "The American Federation of Musicians and Employers' Pension Fund" and shall be accompanied by a remittance form identifying, for each P/T Faculty Member for whom a contribution is made, the name, social security number, date(s) for which the contribution is based and wages on which pension is paid. The check and

remittance form shall be transmitted to Local 802 for transmittal to the Fund within thirty (30) days of the payment to the P/T Faculty Member for services rendered during the period covered by the payment.

E. The School shall be bound by the Agreement and Declaration of Trust establishing The American Federation of Musicians and Employers' Pension Fund, as may be amended from time to time, which is incorporated by reference into this Agreement. The Employer agrees to adopt the American Federation of Musicians and Employers' Pension Fund Rehabilitation Plan adopted by the Board of Trustees on April 15, 2010, including all contribution schedules, which is incorporated herein by reference.

ARTICLE XXVII: SEPARABILITY

Should any portion of this Agreement be held invalid by operation of law or by any court or administrative agency, or should compliance with or enforcement of any portion of this Agreement be restrained by such tribunal(s) pending a final determination as to its validity, the remainder of this Agreement shall not be affected thereby. Further, in such event and following receipt of written notice by either the School or the Union of the desired amendments to address such invalidity, the parties immediately shall enter into collective bargaining negotiations for purposes of arriving at a mutually agreeable alternative during the period of invalidity or restraint.

ARTICLE XXVIII: TERMINATION AND RENEWAL OF AGREEMENT

This Agreement, subject to ratification by the University Board of Directors, the Local 802 Executive Board and the bargaining unit members, shall be in full force and effect from July 1, 2015 until June 30, 2020, and thereafter shall continue in effect unless notice of a desire to modify or terminate the Agreement was given by either party to the other, in writing and by certified mail, return receipt requested, at least sixty (60) days prior to the expiration of the Agreement; provided, however, that where neither party gives such sixty (60)-day notice of modification or termination prior to the expiration of the Agreement, the Agreement shall continue in effect until terminated or modified following notice by either party to the other, in writing and by certified mail, return receipt requested, of a desire to terminate or modify the Agreement, at least ninety (90) days thereafter.

ARTICLE XXIX: EMERGENCY INSTANCE

Effective September 1, 2015 for academic year 2015-16 and for each academic year, P/T Faculty Members will be entitled to: (a) accrue one hour of paid sick leave for

each 30 hours of work, up to a maximum of 40 hours per academic year, or (b) one emergency absence of one class per course per semester, whichever is greater. Any sick leave accrued but not used will be carried over up to a maximum of 40 hours per academic year and will not be paid out. The Union confirms that the collective bargaining agreement's Emergency Instance/Sick Leave Article (Article XXIX) is comparable to the New York City Sick Pay Act.

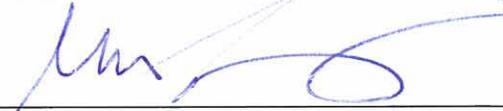
ARTICLE XXX: LABOR MANAGEMENT COMMITTEE

A. There shall be a Labor Management Committee which shall consider and make recommendations on matters of general importance to the Faculty including: curriculum, working conditions, health and safety, class size, training, space and facilities and resources available to the Faculty.

B. The Committee shall meet at least once per semester. Additional meetings may be held by mutual agreement. The Union's Unit Chair and the Provost or designee will suggest agenda items two (2) weeks prior to each meeting. The Union will select its representatives and the Provost or designee will select the University representatives for each meeting.

For:

ASSOCIATED MUSICIANS OF GREATER
NEW YORK, LOCAL 802, AMERICAN
FEDERATION OF MUSICIANS, AFL-CIO,

Signed: 

Name: Andrew Schwartz

Date: 9/14/16

For:

THE SCHOOL OF JAZZ
AT THE COLLEGE OF PERFORMING ARTS,
THE NEW SCHOOL

Signed: 

Name: Carol S. Cantrell

Date: 9/19/16

June 6, 2001

Michael I. Bernstein, Esq.

Benetar Bernstein Schair & Stein

330 Madison Avenue, 39th Floor

New York, NY 10017-5002

Re: Mr. Archer's October 21st Letter

Dear Mr. Bernstein:

I have received a copy of the attached letter of October 21, 1998 from Robert Archer. In it he asks questions regarding the NewSchool's sexual harassment policy and the guidelines regarding the procedures to handle such complaints.

I would respond to Mr. Archer's concerns as follows:

The nature, complexity and number of the allegations will affect the time it takes to complete an investigation and reach a determination. A thorough investigation is in everybody's interest. Certainly, the process need not take the year to year and one-half to which Mr. Archer alludes. But even if the University has yet to conclude its internal procedures, nothing with the procedures precludes anyone from preserving his/her rights by filing a claim with the EEOC within 300 days of the alleged harassment.

The entire process not only is investigatory, but contemplates vigorous fact gathering by the individual (at the academic division level) and by

members of the University-wide Committee through the hearing. Further, the complainant and the alleged harasser are expected to identify and produce documents, witnesses and other information relevant to the establishment of the basic facts of the alleged harassing event or events.

Under the procedures, “[E]ither party to a case may appeal the decision [of the University-wide Committee] to the President.” We also could, and would, construe the procedures to permit both parties to appeal the matter to the University-wide Committee (Step 3).

The heart of the process is its peer determination of the facts. Accordingly, the grounds of appeal to the President are limited, but quite appropriate: (a) those instances where the party believes the procedures have not been followed reasonably or (b) where information is presented that previously had not been available. At the same time, the President has wide latitude to alter or modify the penalty, or to send the case back to the Committee for additional review.

It may be true that some sexual harassment policies contain “lay” examples of sexual harassment, but even that can be incomplete or misleading given the evolving state of the law. The policy refers to the EEOC definition and the proposed “No Discrimination” article, by its terms, is subject to substantive and procedural changes in the law.

The policy and procedure would be subject to the Weingarten doctrine and, accordingly, the process would allow for union representation, from the complaint stage forward. In the same vein, it also would allow for union representation of a complainant.

Personnel who are involved in sexual harassment investigations, including those individuals who may sit on any peer or other committee, are and will be trained.

The roles and interaction of faculty are clearly distinguishable from the roles and interaction of clericals in an educational institution. Further, faculty, unlike clericals, traditionally are subject to a collegial process. Accordingly, it is both reasonable and understandable that there be a different process for each of these constituencies.

I trust this answers Mr. Archer's concerns and, if any questions remain, would be pleased to address those concerns as well.

Very truly yours,

Gregory Keith Spence

3676/B-912M-1Jazz2002

December 18, 1998

Dear Ms. Landolfi:

Paragraph I of Article XXIV ("Arbitration") of the collective bargaining agreement provides, "The Arbitrator shall draw no adverse inference from the failure of a party to call a student as a witness." That, as we discussed, does not preclude a party, where appropriate, from attempting to call a student as a witness. Accordingly, this will confirm the right of the Union to ascertain from the School the name and University address of a student witness in connection with its administration of the Dispute Resolution/Arbitration procedures, subject, of course, to the information being relevant and material to the matter at hand.

This will confirm that the policy and procedure on sexual harassment will be subject to the Weingarten doctrine inclusive of the Union's right to counsel an accused P/T Faculty Member within the parameters of that doctrine. In the same vein, this policy and procedure would allow for the Union to counsel a P/T Faculty Member in his/her capacity as a complainant.

Sincerely,

Michael I. Bernstein

MIB:emr

3676/B-912M-1Jazz2002

Associated Musicians of Greater New York
AFM, Local 802
322 West 48th Street, 3rd floor
New York, New York 10036

Carol S. Cantrell
Senior Vice President for
Human Resources and Labor Relations
The New School
79 Fifth Ave. 18th Floor
New York City, NY 10003

July 23, 2012

Dear Carol:

As per the Memorandum of Agreement dated September 8, 2011 between Associated Musicians of Greater New York, Local 802 and The New School (The New School for Jazz and Contemporary Music), the parties agree that the current University policy regarding intellectual property rights of full-time faculty is applicable to P/T Faculty Members and its terms are incorporated by reference into this collective bargaining agreement.

Sincerely,

John O'Connor
Recording Vice President,

Associated Musicians of Greater New York
AFM, Local 802
322 West 48th Street, 3rd floor
New York, New York 10036

Carol S. Cantrell
Senior Vice President for
Human Resources and Labor Relations
The New School
79 Fifth Ave. 18th Floor
New York City, NY 10003

July 23, 2012

Dear Carol:

As per the Memorandum of Agreement dated September 8, 2011 between Associated Musicians of Greater New York, Local 802 and The New School (The New School for Jazz and Contemporary Music), the parties agree that newly hired P/T Faculty Members will be automatically enrolled in the University's 403(b) Tax Deferred Annuity Plan at a 3% contribution rate (to be deducted from the employee's pay), subject to clear written notification to the P/T Faculty Member at the time of hire of this policy and the his/her right to refuse to participate in the plan. It is understood that there is no employer contribution to the plan. All current employees continue to have the right to participate in the University's 403(b) Tax Deferred Annuity Plan in accordance with applicable rules and policies.

Sincerely,

John O'Connor
Recording Vice President,
Associated Musicians of Greater New York

Associated Musicians of Greater New York
AFM, Local 802
322 West 48th Street, 3rd floor
New York, New York 10036

Carol S. Cantrell
Senior Vice President for
Human Resources and Labor Relations
The New School
79 Fifth Ave. 18th Floor
New York City, NY 10003

July 23, 2012

Dear Carol:

The parties acknowledge the existence of a past practice to pay bargaining unit members a flat fee of \$100 for performance and professional services and \$1,500 for curriculum development. This payment shall be pensionable at the rate set forth in the agreement. The parties reserve their rights to bargain in the future with regard to the rate of payment of these flat fees as well as for periodic increases.

Sincerely,

John O'Connor
Recording Vice President,
Associated Musicians of Greater New York