

Collective Bargaining Agreement

Between

Cornish College of the Arts

And

Cornish Federation of Teachers AFT Local 4169

Updated 10.08.2013

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Preamble

This Collective Bargaining Agreement (hereafter referred to as "the Agreement") constitutes an agreement by and between the Cornish College of the Arts (hereinafter the "Employer" or the "College") and the Employees represented by the Cornish Federation of Teachers, Local 4169 of the AFT--Washington /American Federation of Teachers/AFL-CIO (hereinafter the "Federation" or "Union").

The parties hereto recognize and agree that they share a common goal in the educational process to provide a superior educational program compatible with the provisions of this Agreement and within the limits of available resources. They also desire to cooperate in establishing conditions of employment which will enhance the Cornish program and to provide methods for the fair and peaceful adjustments of all disputes which may arise between them.

ARTICLE I. Framework

A. RECOGNITION

1. Exclusive Recognition

Pursuant to the certification by the National Labor Relations Board, the College recognizes the Federation as the sole and exclusive bargaining representative for all faculty teaching any course pursuant to a Cornish College of the Arts degree.

2. Exclusion

Excluded from the bargaining unit are the College President, Provost, dance musicians, administrators, department chairpersons, deans, staff members, classroom assistants, office clerical employees, accompanists, models, casual employees, all extension program employees, guards, and supervisors as defined by the National Labor Relations Act.

B. AGREEMENT DISTRIBUTION

The College will have the Agreement reproduced after ratification and editing by both parties and will distribute copies to all faculty in the bargaining unit, including all new faculty, as soon as practical. Distribution of addenda to the CBA is the responsibility of the Labor Management Oversight Committee.

C. CONFORMITY TO LAW

If any provision of this Agreement is held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

The parties will, by mutual agreement, begin to negotiate a replacement provision(s) for any invalidated term(s) of the Agreement within twenty (20) working days of a new decision or the awareness of a new decision.

D. MANAGEMENT RIGHTS

Except as limited by other provisions of this Agreement, it is recognized that the College has and will continue to retain rights and responsibilities to operate and manage Cornish College of the Arts and its programs, facilities, properties, and, activities of its employees. This includes the right to establish and enforce all rules and regulations of the College that are not in conflict with the Agreement.

These shall include but not be limited to:

- a. The right to determine the location of physical facilities and the right to establish new facilities and to relocate or close old facilities.
- b. The determination of the financial policies of the College, including general accounting procedures, inventory of supplies, and equipment procedures.
- c. The right and responsibility to conduct all publicity and public relations for the College.
- d. The determination of the management, supervisory, and administrative organization of the College and the selection of employees for promotion to supervisory, management or administrative positions with faculty input and involvement. The determination of faculty rank consistent with established College procedures.

- e. The right to determine and the responsibility to maintain the safety, health, and property protection measures of the College.
- f. The selection and direction of all working forces in the College, including the right to select, assign and reassign, discipline, and discharge employees as prescribed by this Agreement.
- g. The right to initiate, approve, or deny changes in curriculum, programs, and other academic and artistic activities with faculty input and involvement.
- h. The right to establish and revise the academic calendar with the understanding that any change in faculty compensation resulting from lengthening of said calendar will be negotiated with the Federation.
- i. The right to determine academic excellence and merit, and to base increases over and above the minimum negotiated compensation upon such determinations as prescribed by this Agreement.
- j. The right to establish and direct auxiliary and complementary programs both during the regular academic year and the summer, and the right to negotiate with employees for their participation in these programs directly.
- k. The right to determine the structure of faculty governance and the right to matters concerning the College.
- l. The right not to be bound by recommendations and resolutions of the Faculty Senate and faculty committees.

E. FEDERATION RIGHTS

1. General Rights

a. Use of College Facilities by the Federation and Representatives

The College agrees to allow the Federation and its representatives use of and access to the Cornish College of the Arts buildings and/or Employees (without rent or other fiscal obligations in terms of building use) for the purpose of holding Federation meetings subject to the following conditions:

- The Federation agrees to reimburse the College for any abnormal costs incurred as a result of such use.
- Such use or access does not interfere with previously scheduled staff activities or other assigned duties of employees.
- Such use or access does not interfere with classroom educational programs.
- Building use for meetings is properly scheduled.

Communication

- The Federation has the right to publicize its activities consistent with College policies.
- The Federation shall have the right to use the faculty mail boxes and e-mail for the distribution of its communications. Such mailings shall be identified as to source.
- Upon request, the College will furnish the Federation any and all information it normally prepares regarding the College's operation(s) that is (are) established

as necessary for the Federation in carrying out its responsibilities as the duly elected bargaining representative. Such information shall be available when it would normally be available to the public.

2. Representation on Search Committees

a. Search Committees for President, Provost, Associate Provost:

Any search committee established for the hiring of a College President, Provost, or Associate Provost will include faculty representation.

- There shall be a minimum of two faculty representatives on the committee, one chosen by Faculty Senate, one by the CFT, in consultation with the Chair of the Presidential Search Committee.
- The search committees for Provost and Associate Provost will include proportional representation of faculty members. Faculty shall constitute no less than 25% of the committee chosen by the CFT and the Faculty Senate in consultation with the President.

b. Search Committees for Department Chairs

- The majority of members of a search committee for a Department Chair will come from that department's Core faculty.
- The faculty members of the search committee will be chosen by the department's Core faculty in consultation with and with the approval of the Provost.
- The Provost may appoint additional members of the committee.

F. NO STRIKE/NO LOCKOUT

It is expressly agreed that during the term of this Agreement there shall be no work slowdowns, stoppages, strikes, sympathy strikes or picketing of any kind or form directed toward Cornish College of the Arts by the faculty. These no-strike provisions shall be broadly construed to prohibit all strikes by faculty, no matter the reason for the strike, and regardless of whether the strike is over a matter of contemplation of the Federation or the College at the time this Agreement is signed. In addition, there shall be no lockout of faculty covered by this Agreement by the College.

G. GENERAL DEFINITIONS

1. Academic Year

The academic year is defined by the days between the first day of classes and the last day of classes in each semester.

2. Contract anniversary

The date the individual faculty member's contract becomes effective and the date the step increases become effective.

3. Work Year

The work year is defined by two semesters: fall and spring.

- a. The fall semester begins 10 workdays before the first day of classes, and core faculty will be available for departmental and college responsibilities for no more than 4 of those 10 days, to be announced before the last day of classes in the previous

spring semester. Faculty with known conflicts at the time the work days are announced should discuss alternate arrangements with their Department Chair. Chairs will make every effort to ensure the four work days are contiguous.

The fall semester ends on the last day of classes or December 23, whichever comes first, with the understanding that faculty members will complete all requirements for their classes or campus service obligations.

- b. Spring semester begins 5 workdays prior to the first day of classes and ends 5 workdays after the last day of classes, and core faculty will be available for basic duties related to their classroom, departmental, and college responsibilities.
- c. Facilities will be open and operate on a regular schedule during all days in the defined work year, with exceptional hours on holidays and during extended breaks determined and announced by the Department of Operations in May for the following year.
- d. Parking permits: Fall semester parking permits are valid beginning ten (10) work days prior to the first day of classes through five (5) work days after the last day of classes. Spring semester parking permits are valid beginning five (5) work days prior to the first day of classes through ten (10) work days after the last day of classes.
- e. All faculty will be available during the defined work year for basic responsibilities related to their classroom, college, and departmental responsibilities. Specific workdays are negotiated with the Department Chair and some activities may be assigned by mutual agreement to days during an extended break (see below).

4. Anniversary Date

The faculty member's date of hire as a faculty member and date used to calculate seniority.

5. Fiscal Year

The twelve (12) month period used by Cornish College for accounting purposes.

6. Holidays

Holidays are days during the regular work year (above) in which classes and other faculty activities are cancelled. Faculty cannot be compelled to work on Labor Day, Veterans Day, Martin Luther King Jr. Day, or Presidents Day.

Facilities will remain open but may operate on a reduced schedule during all school holidays determined and announced by the Department of Operations in May for the following year.

7. Weekends

Saturdays and Sundays are part of the defined work year, and faculty activities on weekends may be negotiated with the Department Chair.

Facilities will remain open but may operate on a reduced schedule during weekends determined and announced by the Department of Operations in May for the following year.

8. Extended Breaks

Extended school breaks are periods of days during the regular work year (above) in which classes and other faculty activities are cancelled. Faculty cannot be compelled to work during:

- a. Thanksgiving Break

Wednesday-Thursday-Friday

- b. Winter Break
December 24 through New Year's Holiday
- c. Spring Break
Five (5) consecutive workdays in March determined by the College
- d. Summer Break
End of spring semester through first day of fall semester (defined above)

Facilities may close or operate on a modified schedule during extended school breaks determined and announced by the Department of Operations in May for the following year.

9. Salary/Rate Grid

Refers to Salary/Rate Grid for all faculty members covered by this Collective Bargaining Agreement (Appendix H).

ARTICLE II. Faculty Structure

A. FACULTY CATEGORIES

1. Core Faculty

(Professor, Associate Professor, and Assistant Professor)

- a. Teach a full-time workload (100% FTE). Under exceptional circumstances, Core faculty may be appointed at less than 100% FTE at the time of appointment, or by mutual agreement between the faculty member and the College during employment.
- b. Teach in an area of significant curricular need.
- c. Assist in the development of curriculum and program standards.
- d. Participate in formal advising and mentorship of students.
- e. Share, with Administration, the realization of the College's mission in its academic expression by:
 - Participating in governance of the College through activities including, but not limited to, college-wide meetings, committees, and trainings.
 - Participating in the ongoing development of the department through activities including, but not limited to, departmental meetings, committees, and reviews.
- f. Maintain a significant artistic/intellectual presence in their profession.
- g. Consider their primary professional commitment to be to Cornish College of the Arts.

Core Faculty are:

- h. Assigned rank based on merit and seniority (Assistant Professor steps 6-11, Associate Professor steps 12-17, Full Professor steps 18-above).
- i. Appointed to contracts of 4 years, not necessarily in chronological alignment with the CBA.
- j. Paid depending upon their placement on the Faculty Salary/Rate Grid (Appendix H).
- k. Evaluated for their performance in the areas of teaching, service, and professional activity [see Faculty Evaluation, page 17].

2. Ranked Adjunct Faculty

(Adjunct Professor, Adjunct Associate Professor, and Adjunct Assistant Professor)

The four existing Ranked Adjunct faculty members remain in the category. The College no longer assigns this status.

Ranked Adjunct Faculty are:

- a. Contracted to teach an agreed upon number of hours each year, and are guaranteed at least a .5 FTE workload.

Department Chairs may offer greater than a .5 FTE workload using the following protocol:

- Chairs will define a range of courses Ranked Adjunct faculty member may be assigned.

- Department Chairs will notify individual Ranked Adjunct faculty members in writing of that determination.
 - This range should accord with the curriculum-setting practices in that department and take into account previous course assignments, prior teaching experience, and relevant education, based on demonstrable evidence.
 - Assignment of these courses is contingent upon satisfactory evaluations consistent with the evaluation procedures for Ranked Adjunct Faculty described in this contract and with the stipulation that the courses are offered and achieve minimum enrollment.
 - Ranked Adjunct faculty will be given priority consideration for available course/contact hour assignments that:
 - are among the defined range of courses designated by the Chair for that faculty member
 - do not have an impact on the course/contact hour load of a Core faculty member
 - Course assignments of Ranked Adjuncts will be made in line with strategic development of departmental curriculum in relationship to the individual faculty member's determined range of classes, experience and expertise, and professional attributes.
 - Ranked Adjunct Faculty will discuss with their respective Chairs on an annual basis their range of courses and assignments in keeping with annual and strategic departmental planning.
 - Chairs will make course assignments based on a professional evaluation of student need in relation to curriculum planning and faculty expertise.
- b. Assigned rank based on merit and seniority, according to the published promotions guidelines.
 - c. Expected to participate in the ongoing development of their department through activities including, but not limited to, departmental meetings, committees, and reviews.
 - d. Appointed to contracts of 4 years, not necessarily in chronological alignment with this CBA.
 - e. Compensated by the contact hour at a rate depending upon their placement on the Faculty Salary/Rate Grid (Appendix H).
 - f. Evaluated for their performance in the areas of teaching and departmental service [see Faculty Evaluation, page 17].

3. Adjunct Faculty

- a. Adjunct faculty are hired on a semester-by-semester basis to fulfill the tasks outlined in their letter of appointment. These tasks include:
 - The teaching of students in the classes for which they are hired;
 - The oversight and academic support of students in these classes;
 - Sufficient engagement with the Department Chair and departmental faculty to carry out successfully the curricular objectives of each class, including timely response to all official communications;
 - Awareness of and adherence to college policies as described in College publications, in particular, departmental handbooks, the Cornish Faculty Handbook and the Collective Bargaining Agreement. Policies and procedures in the Cornish Faculty Handbook supersede those in the departmental handbook when the two documents conflict.
- b. Each semester, adjunct faculty will be asked to participate in a single departmental administrative meeting (such as orientation), though this requirement may be waived by the Department Chair. That meeting may occur outside of the academic year.
- c. Adjunct faculty are compensated by the contact hour at a rate depending upon their placement on the Adjunct Instructor salary grid (Appendix H).
- d. Adjunct Instructors are assigned placement on the Adjunct Instructor salary grid based on cumulative contact hours taught at Cornish College of the Arts since the 1998-1999 academic year.

Vertical movement on the salary grid occurs at intervals according to the following table:

| Home Department | FTE Workload in Contact Hours | Contact Hours required to Move to Next Rate on Grid |
|------------------------|-------------------------------|---|
| Art | 30 | 60 |
| Dance | 32 | 64 |
| Design | 30 | 60 |
| Humanities & Sciences | 27 | 54 |
| Music | 32 | 64 |
| Performance Production | 32 | 64 |
| Theater | 32 | 64 |

- e. Adjunct faculty are invited to participate in the life of the College beyond their direct duties in the classroom as stipulated in the contract. However, when an adjunct faculty member is asked to perform specific academic support tasks beyond the scope of their appointment, they will be paid a stipend.

Only work requests initiated by a supervisor are subject to payment; volunteer attendance at meetings is invited but will not be remunerated.

Academic support tasks include, but are not limited to: additional department meetings beyond the one stipulated in the letter of appointment, committees, or

planning exercises; advising students through department designated programs or participating in the evaluation/review of students and student work beyond their assigned course(s); supervising student projects or work for which students receive grades beyond their assigned course(s); adjudicating student performances beyond those associated with their assigned course(s); participating in recruitment activities.

Creative functions include, but are not limited to: serving as a guest artist, choreographer, director, or designer outside of the work associated with teaching their assigned course(s).

On the occasion that Adjunct faculty are invited to perform creative functions for the college, and when these tasks are unrelated to teaching and college curriculum, a stipend will be negotiated independently. Creative functions might include, but are not limited to: serving as a guest artist, choreographer, director, or designer outside of the work associated with teaching their assigned course(s).

Stipend amounts for administrative tasks are based on a minimum flat rate, as follows:

Up to two hours, per hour: \$25

Between two hours and one-half day: \$75

Between one-half day and one full day: \$150

Stipends for Integrated Studies faculty are paid at a flat rate of \$500 per semester.

4. Affiliated Faculty

- a. When an adjunct faculty member has been employed at an average of 50% FTE or more for the last five semesters (excluding summer session), and has received satisfactory evaluations according to the evaluation process identified for adjunct faculty, they will be eligible for the status of Affiliated Faculty in their sixth semester.
- b. When a faculty member reaches Affiliated Faculty status, the Department Chair will define the range of courses the adjunct faculty member may be assigned. Department chairs will notify the instructor in writing of that determination. This range should accord with the curriculum-setting practices in that department and take into account previous course assignments, prior teaching experience, and relevant education.
- c. If the courses are typically offered every semester, Affiliated Faculty will be offered a two-year appointment contingent upon satisfactory evaluations consistent with the evaluation procedures for Adjunct Faculty described in this contract and with the stipulation that the courses are offered and achieve minimum enrollment.
- d. If the courses are offered as part of a sequence with similar content, as determined by the chair (111-112, e.g.), both sections will be assigned to the same Affiliated Instructor, contingent upon satisfactory performance in the first course of the sequence and with the stipulation that the courses achieve minimum enrollment.
- e. No appointment will extend beyond two years, but Affiliated Instructors may be offered sequential appointments, provided that the curricular needs of the department remain the same and they maintain positive evaluations. At the end of the two-year appointment the Affiliated Instructor may meet with their Chair to present new evidence to review and consider changes to their range of courses.

- f. If a department chair chooses not to renew an Affiliated Instructor's appointment, (either because of curricular changes or unsatisfactory performance review of the faculty member), a rationale must be submitted to and approved by the Provost in writing. The faculty member and the CFT must be notified in writing before the last day of classes in the semester before which the change will take place. Appeals in writing within 14 days will be considered by the Provost.

5. Other Faculty

Visiting Faculty

- a. Fill a limited need such as teaching in special areas of expertise, or in short term residencies at the College or in workshops.
- b. Are appointed to contracts of no less than one semester and no more than two sequential academic years.
- c. Participate in departmental and college-wide activities by mutual agreement.
- d. Fill a specific and identified role that supplements and/or enhances departmental curriculum.
- e. Are compensated in accordance with Core faculty grid at level agreed upon between the Provost, Department Chair, and faculty member.

Interim Faculty

- a. Are temporary appointments to fulfill the duties of Core faculty on sabbatical or leave of absence or appointed as a result of a failed or postponed Core search.
- b. Receive appointments of up to one year, with the possibility for a one year renewal.
- c. Participate in departmental and college-wide activities in the capacity of Core faculty.
- d. Are compensated at a rate in accordance with Core salary grid in CBA.

ARTICLE III. Shared Governance

A. PHILOSOPHY

Cornish College of the Arts and the Cornish Federation of Teachers affirm the philosophy and practice of shared governance. Both parties recognize that the intention of shared governance is to achieve a balance between faculty and staff involvement in planning and decision-making processes, on the one hand, and administrative accountability on the other. While the College's ultimate fiduciary accountability and authority are vested in the Board of Trustees, who empower the President to shape a Cabinet, administration, faculty, and staff to carry out the mission of the institution, there is broad and shared recognition that faculty have a vital role to play in key decision-making processes.

B. DEFINITIONS

1. "Shared" means that the College will seek faculty input at appropriate stages of major decisions and that the Faculty, as primary agents in the fulfillment of the College's mission to educate students, has a right and responsibility to participate in those decisions. The College and the Federation also recognize that the Faculty has the right to initiate discussion and generate proposals concerning important issues at the College, and that the College has the obligation to respond to such proposals in writing and in a timely manner. "Shared" does not mean all stakeholders have equal input in every stage of every decision, great and small.
2. "Governance" means the crafting and maintenance of guidelines, structures, policies, and procedures by which the College functions. It is understood that the College Administration, headed by the President, is the internal body that has the primary responsibility and authority for approval and implementation; that the Board of Trustees retains ultimate power of approval; and that the College's accreditation and participation in federal financial aid programs mandate certain courses of action.
3. "Consensus" means general agreement and depends upon open discussion of the issues.

C. SPECIFIC MEASURES

1. In cooperation with the Federation and the Faculty Senate, the College agrees to develop and maintain appropriate structures to facilitate timely and thoughtful consideration of important issues by all appropriate College constituencies, including preserving and supporting the development of the Faculty Senate (*see definition below*) as the primary representative body of the Faculty in matters of academic affairs, and providing for faculty membership on college-wide committees and selected committees of the Board of Trustees (*see specific committee structures below*). The Faculty Senate will establish the method of assigning membership on college-wide committees and Board of Trustee committees in conversation with the Provost. The CFT remains the primary representative of the faculty in matters of collective bargaining (*see Article 1*) and, as such, will participate in and review the implementation of shared governance.

2. The College will work with the Senate in an ongoing way to identify appropriate times within the weekly schedule for the Senate and the designated committees to meet. Such meetings will be considered part of the workload of core faculty members and, as such, their participation in such meetings is to be regarded as an important element of their academic responsibilities. While most committee service will be considered a regular part of workload, the College and the CFT may reach agreement in some cases that the level of service may warrant a course release or some other adjustment to workload allocation.
3. The College and the Federation recognize that the Faculty shares primary responsibility with department chairs, the Provost, and the Associate Provost for the academic program of the College. In fundamental academic areas such as department curriculum, subject matter in individual areas of teaching, and methods of instruction for the most effective teaching of those areas, the Faculty has a particular responsibility by virtue of training, expertise, and ongoing commitment to faculty development and monitoring of evolutions in the various fields. Faculty members exercise this responsibility by participating in a process of dialogue through departmental curriculum committees and with their department chairs, and also through participation on appropriate College-wide committees, standing or ad hoc. The College and the Federation support, where possible, outcomes arrived at by a process of consensus in this committee work. While the authority and responsibility of review or final decision belongs to the Board of Trustees or is delegated by it to the President, or designee(s), such power will be exercised adversely only in exceptional circumstances, and reasons will be communicated in writing to the Faculty Senate in a timely manner.
4. The College and the Federation also recognize that there are other important areas of governance that require meaningful faculty input and direct participation in decision-making processes. These include, but are not limited to, the framing and execution of long-range plans, the allocation of existing or prospective physical resources, budgeting, the choosing of a new president, the selection of other chief academic officers, and those aspects of student life that relate to the educational process.
5. The College and the Federation also recognize the responsibility of the core Faculty to participate with academic leadership in decisions regarding faculty status, including appointments, reappointments, decisions not to reappoint, promotions, and dismissal (*see Article VI*).
6. The College and the Federation agree to establish faculty workloads in a manner that is supportive of shared governance (*see Article on Faculty Workload*). While participation in shared governance is primarily the responsibility of Core Faculty, the College and the Federation also recognize that there may be times when Ranked Adjunct or Adjunct Faculty will need to serve in this capacity (*see Article II*). In those situations faculty members will be given appropriate compensation.
7. The Faculty has a particular responsibility by virtue of training, expertise and commitment to maintain currency in their field of study. The College and the Federation maintain an ongoing commitment to support faculty development, including professional leadership training for faculty in positions of academic leadership. (*See Article X: this will require additional language and funds in Article X.*)

D. FACULTY SENATE

1. The Faculty Senate is comprised of the following groups:
 - a. Senators include all Cornish core faculty members.
 - b. The Senate Executive Committee is comprised of two core faculty member representatives (or one core faculty representative and an alternate) from each department at Cornish.
 - c. The Executive Officers of the Faculty Senate include the president, vice president, secretary, and faculty committee liaison. (*See appendix of Senate bylaws for a list of specific responsibilities.*)
2. The primary purposes of the Faculty Senate are:
 - a. To constitute a governing structure that serves as the deliberative body of the Cornish faculty and represents all faculty members.
 - b. To participate in shared governance of the College through the creation and implementation of policies relevant to the Faculty, engagement in key College decision-making processes, and leadership regarding issues relevant to the Faculty as they arise.
 - c. To advise and provide recommendations to the administration, the Board, and other recognized representative groups of the College on issues of key concern to the Faculty, including College goals and outcomes, faculty needs and concerns, and all matters pertaining to academic affairs.
3. The Faculty Senate will hold regular meetings of the entire core faculty at least once per semester to build cohesion among the Faculty and to address College issues of importance to the faculty in a timely fashion. The Faculty Senate Executive Committee will meet on a monthly basis during the academic year with additional meetings scheduled as needed. Subcommittees of the Faculty Senate will meet as needed.
4. The Senate maintains an oversight capacity on all college-wide committees served on by core faculty, regularly reviews the work of these committees, and retains an advisory role in proposals and actions that all faculty committees undertake.
5. The President of the Senate will serve as an ex officio member of the Board of Trustees, with the Vice President of the Senate serving as an alternate.
6. The College and Federation agree that the College will provide adequate means (which could include course release time or other agreed upon compensation and resources) to allow the President of the Senate to effectively fulfill his or her role and responsibilities. (*See article on faculty workload*) The College will also grant adequate means for members of the Executive Committee to carry out their duties and for all core faculty members to meet regularly and contribute to the College as Senators, including space, scheduling opportunities, training, or potential and case-by-case adjustments to workload to account for unusual circumstances.

E. COMMITTEE STRUCTURE

Faculty will participate in important policy-making College-wide committees. Those include and are not limited to:

- Curriculum Committee
- Academic Standards Committee
- President's Executive Council
- Academic Operations Committee
- Finance Committee
- Admissions/Retention Committee

Faculty will have a representative on the following committees of the Board of Trustees:

- Finance Committee
- Facilities Committee
- Academic and Student Affairs Committee

A designated representative or representatives of the Faculty Senate will also meet on a regular basis with the Chairs Council.

The list of committees, their composition (membership and the way membership is determined), and their missions will be reviewed by the Faculty Senate and the Provost (or designee) during the 2013/14 school year.

F. SUMMARY

Cornish College of the Arts and the Cornish Federation of Teachers recognize that transparency, accountability, and communication between the College and the Faculty are required for robust shared governance. The College and the Federation affirm that the expertise and engagement of faculty members is necessary for ensuring the health of the College and the carrying out of its academic and artistic mission.

The terms and implementation of this Article will be reviewed by the Faculty Senate and the review will be submitted to the Labor/Management Oversight Committee by the end of April, 2014.

ARTICLE IV. Individual Faculty Rights

A. NO DISCRIMINATION

In accordance with applicable federal and state law, the College and the Federation agree that they will not discriminate against any faculty member covered by this Agreement, other employees or any student on the basis of sex, race, creed, religion, national origin, marital status, age, sexual orientation, disability or veteran status. The College and the Federation agree that they will not interfere with the right of faculty members covered by this Agreement to become or not to become members of the Federation or to participate or not participate in any lawful activities of the Federation.

B. PERSONNEL RECORDS

1. A personnel file shall be maintained for each faculty member and shall contain any and all documents needed by the College to maintain adequate personnel records. The personnel file will be housed in the Office of Human Resources.
2. Any written material that has the potential to adversely affect a faculty member's status with the college shall:
 - be shared with the faculty member prior to inclusion in a personnel file
 - allow for the faculty member's signature and date to signify the content has been read and understood
 - include information regarding the right to respond in writing
 - allow the faculty member fifteen (15) work days to respond to such material
3. Records regarding an employee's involvement in faculty grievances shall not be included in the faculty member's personnel file.
4. Upon request and with appropriate scheduling, the faculty member may inspect his or her personnel file in the presence of the Director of Human Resources or her/his designee and shall be provided a copy of any document contained in the file.

C. OUTSIDE EMPLOYMENT

The primary commitment of the Core Faculty is to Cornish College of the Arts. A faculty member may undertake outside employment provided that this employment does not interfere with his/her faculty responsibilities. Scheduling of classes, departmental or campus-wide meetings is done at the discretion of the college administration.

D. MATERIALS AND OWNERSHIP

1. The ownership of any process, choreography, composition or other intellectual property developed or produced solely for the College and at the expense of the College shall vest with the faculty member and be copyrighted or patented, if at all, in his/her name.
2. The faculty member will acknowledge the involvement and support of Cornish College of the Arts.

3. Nothing herein shall limit the right of faculty and/or Cornish to individually negotiate ownership of materials.

E. ACADEMIC FREEDOM AND RESPONSIBILITY

1. Academic, artistic, and professional freedom is essential to the functioning of the College as well as being a fundamental working condition. The College provides an open intellectual forum where varying shades of opinion may be freely expressed and fairly debated.
2. Faculty members are entitled to full freedom in research and other creative activities and in the publication, performance or exhibition of the results. Research or consultation is not to interfere with the satisfactory performance of commitments to the College.
3. The faculty member is a citizen, a member of a learned/artistic profession and employee of the College. When he/she speaks or writes as a citizen, he/she shall be free from institutional censorship or discipline.
4. To encourage creativity and constructive dissent, a faculty member is entitled to full freedom of discussion in all established College bodies without reprisal. The foregoing is subject to the proviso that academic freedom and right to expression do not extend to activities which impair the safe functioning of the institution or interfere with the rights of other persons.

F. WORKING CONDITIONS AND SAFETY

1. The working conditions outlined in this article are intended to support an environment that is conducive to creative artistic and academic activity. Within the approved Cornish budget, working conditions will provide faculty members with the support they need to conduct professional activities and to facilitate learning among its students.
2. The College will maintain a safe, healthy and sanitary workplace and environment, consistent with all applicable regulations and laws.
3. No faculty member is expected to risk injury or illness during the course of employment. Faculty members should take reasonable steps, such as notifying management of any unsafe conditions they recognize in the course of their work.
4. In order to provide a method of communicating and evaluating safety and health issues brought up by the College or its employees, the College will maintain a Safety Committee in accordance with WAC 296-800-13020. Membership on the Committee shall include an equal or greater number of elected than appointed members. Core and Ranked Adjunct faculty from each visual and performing arts department will elect a representative to serve on the committee. The Committee shall fulfill the duties and responsibilities outlined in the code.
5. The College shall maintain its current first aid, CPR, and safety training program for all faculty, assistants, and technicians that supervise studio and lab environments.

ARTICLE V. Faculty Evaluations

General Philosophy

The evaluation of faculty members is essential to the maintenance of academic, artistic, and professional standards of excellence. The regular evaluation of faculty serves multiple purposes.

First, evaluation provides faculty with an ongoing basis of professional support designed to encourage honest self-reflection on teaching practice. The evaluation process enhances reflective practice in the areas of teaching, advising and institutional service, as well as professional activity in artistic and/or academic arenas. Healthy, respectful relationships between faculty and department chairs are strengthened by the regular dialogue that evaluation processes require.

Second, evaluation provides a basis for decisions on reappointment, change of status or promotion (see Article IX E. Promotions).

Third, evaluation materials can document a pattern of inadequate performance by faculty. Processes are provided that both protect the quality of instruction at the College by assuring opportunity for remediation and provide clear due process safeguards for faculty.

A. EVALUATION OF CORE AND RANKED ADJUNCT FACULTY

1. Evaluation will be carried out under processes and procedures and on a schedule developed by the College-wide Academic Affairs Committee (see Faculty Handbook for a description of these processes).
2. Evaluation processes and procedures will be created in consultation with the Faculty Senate and the Chairs Council, with adequate opportunity for review and comment by Core and Ranked Adjunct Faculty.
3. Final responsibility for the determination of processes and procedures resides with the Provost.
4. It is the responsibility of the Provost, in consultation with the Academic Affairs Committee, the Faculty Senate and the Chairs Council, to ensure that unified standards of support, fairness and rigor are employed by individual departments.

B. INADEQUATE PERFORMANCE OF CORE AND RANKED ADJUNCT FACULTY

1. Should a faculty member's evaluation process reveal areas of serious concern, those areas must be explicitly stated in writing by the Department Chair in her/his evaluation of the faculty member (see Article IV B.4).
2. If the areas of concern are serious, persistent and verified, a course of remediation will be developed collaboratively by the faculty member and his/her Chair in consultation with the Provost.

3. Should the need for a course of remediation be determined, a time frame and specific goals and/or agreed upon outcomes will be set, after which the outcomes of these efforts will be evaluated by the Chair and communicated in writing to the faculty member.
4. Improvement in the identified area(s) of concern will be documented as an addendum to the Chair's evaluation.
5. Failure to improve in the identified area(s) of concern may initiate further action on the part of the College, up to and including termination.
6. Such action may include withholding of the faculty member's step advancement until improvement has been made and documented in the area(s) identified. (see Article X: Compensation)

C. CORE AND RANKED ADJUNCT FACULTY PROTECTIONS

1. The faculty member has the right to respond to or dispute in writing negative evaluation material (see Article IV. B. 2).
2. If the terms, time-frame and specific goals and/or agreed-upon outcomes of mediation within the evaluation process cannot be mutually agreed upon by the Chair and faculty member, the Provost will mediate to seek resolution.
3. If disciplinary action is taken, the faculty member has the right to respond to such measures according to Article VII, Grievance/Dispute, of this agreement.
4. No Core or Ranked Adjunct faculty member shall be dismissed for inadequate performance unless s/he has received two written warnings within the preceding twelve-month period that have not been reversed through the provisions of this Article or the grievance procedure.

D. EVALUATION OF ADJUNCT FACULTY

1. The review of adjunct faculty is based solely on his/her performance in the classroom, engagement with students, and success working within Cornish's academic environment. Evaluation by department chairs will be based on the review of course evaluations, the observation of instructors in their classroom when deemed necessary by the Department Chair, and the capacity of adjunct instructors to meet required responsibilities, including the production of syllabi, the timely submission of grades and adherence to professional standards of conduct.
 - a. Adjunct faculty will be evaluated for the fulfillment of the duties identified in their employment letters according to the following process:
 - On or before the last day of classes, adjunct faculty are required to complete the adjunct faculty evaluation form, which can be obtained from departmental offices or the Office of Human Resources. Every adjunct faculty member completes the evaluation form and submits it to their Chair no later than the last day of classes. If an instructor's work extends through the entire academic year, they may complete one evaluation at the end of that period. Chair reviews evaluation and awards a performance ranking of "proficient" or "unsatisfactory," signs and dates the form. (Chairs may add additional comments at their own discretion). Adjunct faculty member signs the form, acknowledging receipt and review.

- If an adjunct faculty wishes to submit a rejoinder to the Chair's evaluation, he or she must submit those comments to the Office of the Provost no later than two weeks after the last day of classes.
 - The Chair submits the completed evaluation to the Office of the Provost no later than two weeks after the last day of classes. All evaluation materials will be reviewed by the Provost, signed, and forwarded to the Office of Human Resources for placement in the adjunct faculty member's personnel file.
- b. It is the responsibility of the Provost, in consultation with the Academic Affairs Committee, the Faculty Senate and the Chairs Council to ensure that unified standards of support, fairness and rigor are employed by individual departments.
 - c. An adjunct faculty member has the right to respond to or dispute in writing negative evaluation material (see Article IV. B. 2).
 - d. If disciplinary action is taken, an adjunct faculty member has the right to respond to such measures according to Article VII, Grievance/Dispute of this agreement.

ARTICLE VI. Corrective Actions And Disciplinary Actions

A. REPRESENTATION / WEINGARTEN RIGHTS:

Faculty shall have the right to have a Federation representative present at any meeting or conference with a supervisor, administrator, or other College representative when the faculty member has a reasonable belief that s/he may be subject to disciplinary action.

When a faculty member requests a representative:

1. It shall be the faculty member's responsibility to contact a Federation representative of her/his choosing.
2. Within reason, meeting times will be rescheduled to allow for the presence of the Federation representative.
3. If the representative of choice is not available within a reasonable period of time, or if circumstances warrant immediate interview, the faculty member must select another representative. Any member of the bargaining unit may serve in this capacity.
4. The role of the representative will be to assist and counsel the Faculty.
5. The representative will not interfere with the College's ability to conduct an investigation.
6. Other or additional witnesses/representatives may be present with the mutual agreement of the College, the faculty member, and the Federation.
7. Nothing herein shall be construed to preclude a supervisor or administrator from meeting, counseling, and consulting with a faculty member.

B. ORDER OF CORRECTION

1. Corrective Measures

- a) A corrective measure is defined as counsel or guidance provided by the supervisor to the faculty member in an effort to avert formal disciplinary action.
- b) A corrective measure is not grievable and will be documented in writing in the supervising administrator's file.
 - i. Such documentation will be provided to and signed by the faculty member and may be referred to in the next faculty evaluation. Faculty signature indicates acknowledgment of the documentation but not necessarily agreement with the contents.
 - ii. Documentation of corrective measures may be attached to the next faculty evaluation and retained with the evaluation in the faculty member's personnel file.

2. Formal Disciplinary Actions

- a) Formal disciplinary actions shall be administered in accordance with the principles of Just Cause.
- b) Although the parties recognize that the concept of Just Cause incorporates the principle of progressive discipline, they also understand that in certain

- circumstances, the College might be warranted in imposing discipline that does not follow the progression set forth in Article VI.B.2.d. Should the College impose discipline that does not follow the progression, it shall provide the faculty member and Federation with a written explanation for the discipline within seven (7) days of the imposition of such discipline.
- c) No formal disciplinary action will be imposed without an appropriate investigation except under the circumstances referred to in VI.B.2.b.
 - d) Formal disciplinary actions include
 - i. Written reprimands
 - ii. Suspension without pay
 - iii. Reduction in salary
 - iv. Demotion
 - v. Dismissal
 - e) The faculty member and the Federation shall be notified in writing prior to formal disciplinary action being imposed.
 - f) Notification shall include a statement of all charges and all supporting documentation with sufficient detail for the faculty member to understand the decision to impose the disciplinary action and in enough detail for the faculty member to effectively respond to the decision
 - g) The faculty member shall have seven (7) days to respond to the decision orally and/or in writing.
 - h) Any grievance of imposed disciplinary action shall be filed at the level of the President within 30 days of the imposition of discipline.
 - i) If formal disciplinary action is taken against a faculty member by a supervising administrator and the faculty member or Federation chooses not to utilize the informal settlement process set forth in VII.B.1, any grievance filed by the Federation shall be filed at step 2 in accordance with the timelines set forth in VII.A.5. If the Provost was involved in the decision to impose discipline on the faculty member, the grievance shall be filed at step 3 in accordance with the timelines set forth in VII.A.5.

C. INVESTIGATIONS

Investigations of allegations of misconduct or complaints made against a faculty member shall be conducted in a timely manner.

1. Nothing herein precludes the College from gathering information prior to and in order to determine if an investigation is warranted.
2. The decision to investigate will be made within fourteen (14) calendar days of the date of the allegation or complaint.
3. Notification will include
 - a. the details of the allegation or complaint
 - b. notice that the faculty member is entitled to representation as stipulated in VI.A.
4. All investigations will be completed within thirty (30) calendar days from the date the faculty member was notified. If the investigation cannot be completed within 30 days, the College will advise faculty member and the Federation of the need for an extension.

5. Because fair and equitable treatment is a shared value, the faculty member will be accorded the right to offer relevant witnesses and evidence during the investigation.
6. Within fourteen (14) calendar days of the completion of any formal investigation, the faculty member and the Federation will be notified of the results of the investigation and the College's decision concerning further action, if any.
7. The College will inform the faculty member and the Federation if a complaint is filed by the College against the faculty member with any professional licensing board or law enforcement agency. The College will provide the faculty member and the Federation with a copy of any such written complaint at the time it is filed.

D. ADMINISTRATIVE LEAVE

1. Nothing in this article precludes the College from placing a faculty member on paid administrative leave pending the results of an investigation if the allegation or complaint would reasonably result in formal disciplinary action should the charges be substantiated.
2. Administrative leave is not a formal disciplinary action, but its imposition is grievable should it be imposed arbitrarily or unfairly.

ARTICLE VII. Grievance

A. GENERAL

1. A grievance is defined as any condition, action, or lack of action on the part of the College and/or its representatives that the Federation identifies and understands to be a violation, misinterpretation, or misapplication of this Agreement.
2. Intent to reach settlement: Grievances shall be raised at the lowest level where settlement of the issue(s) can be made, the level at or above that at which the violation has been alleged.
3. Informal settlement: An informal settlement of differences (see VII.B.1.) is not a formal grievance and may be pursued independently by an individual faculty member with or without the participation of the Federation.
4. Federation approval: Any formal grievance must be approved and filed by the Federation President or designee.
5. Filing deadline(s): Except in situations in which the process for the informal settlement of grievances has been invoked, in which case the timelines set forth therein shall apply, any formal grievances must be filed within thirty (30) calendar days after the Federation knew or should have known of the circumstances identified. If a faculty member has been subjected to adverse action about which Cornish is not required to notify the Federation (i.e. such as reduced hours, negative evaluation, non-renewal of Adjunct or Affiliated Faculty), any formal grievance must be filed within thirty (30) calendar days of the adverse action.
6. Timely processing: Once filed, formal grievance shall be processed as rapidly as possible, in keeping with the timelines stipulated in VII.A.5.
7. Extensions of timelines: Following the initial filing of a formal grievance, the timelines herein may be extended by mutual agreement, in writing, of the Federation and the College.
8. Failure to respond: If the Federation fails to meet any filing deadline or to submit the grievance to the next level as stipulated, the grievance shall be deemed closed and settled on the basis of the College's last answer unless the parties mutually agree to extend the timelines.
9. Bypassing steps: any of the steps of the grievance procedure may be bypassed with the mutual consent of the parties.
10. Submission of evidence: All evidence, arguments, reasons, and documentation supporting a grievance must be submitted in the course of the formal grievance process (Steps 1-3) in order to be presented in the course of binding arbitration (Step 5). The Federation shall make a good faith effort to provide all such information at Step 1.
11. All grievance meetings shall be held during normal business hours unless alternative times are mutually agreed to.
12. If formal disciplinary action is taken against a faculty member with the Provost's involvement or knowledge, the ensuing grievance shall be submitted at step 3 within the timeline set forth in VII.B.1.f.

B. GRIEVANCE PROCEDURE

1. Informal Settlement of Differences

- a) Any faculty member who believes a violation of this Agreement has occurred, or the Federation on behalf of an individual faculty member or a group of faculty regarding a common concern, may meet with the College personnel responsible to attempt to informally resolve all differences and questions which may arise from this Agreement.
- b) The request for such a meeting must be submitted in writing within fourteen (14) calendar days after the date on which the faculty member and/or Federation knew or should have known of the circumstances identified.
- c) After such a request has been made, the parties shall meet and earnestly attempt to resolve all differences and questions identified.
- d) This meeting, any resolution, and documentation of any resolution or acknowledged failure to reach resolution shall be completed within fourteen (14) calendar days after the date the College representative receives the initial request.
- e) The documentation of the resolution or failure to resolve shall be signed by both parties and kept in the supervisor's files, a copy provided to the faculty member, and to the Federation.
- f) If resolution cannot be reached, the Federation may file a formal grievance within fourteen (14) calendar days after receipt of written notice of failure or within fourteen (14) calendar days of the date by which a written notice of failure should have been provided.
- g) If the grievance in question involves discipline imposed on a faculty member by the faculty member's supervising administrator and the grievance cannot be resolved through an informal settlement, the grievance shall be submitted at Step 2 within the timeline set forth in VII.B.1.f. If the Provost was involved in the informal settlement process, the grievance shall be submitted at step 3 within the timeline set forth in VII.B.1.f.

2. Grievance Steps

For filing deadlines, refer to Article VII.A.5.

Step 1 - First Level of Supervision

- a) If an informal settlement of differences is undertaken and fails (see VII.B.1) the Federation may file a grievance in writing to the Faculty's supervising administrator within fourteen (14) calendar days from the receipt of notice of failure of the informal process.
- b) If no such attempt is made, the Federation must file the grievance within thirty (30) calendar days of the date it became aware of should have become aware of the alleged violation.

- c) The grievance shall be filed electronically with the supervising administrator and the Director of Human Resources, printed version following.
- d) The supervising administrator shall meet and discuss the matter with the Federation representative presenting the grievance. At this meeting, the Federation will have the opportunity to present evidence, arguments, and witnesses in support of the grievance.
- e) The supervising administrator shall respond in writing to the Faculty member and Federation President, with a copy to the Director of Human Resources.
- f) This process—the grievance meeting, the determination, and the written response—shall be completed within fourteen (14) calendar days of the date the grievance was filed.

Step 2 – Provost’s Review

- a) The Federation may forward the grievance to the Provost within seven (7) calendar days after the deadline for receiving the supervising administrator’s written response if it is not satisfied with the response or if no response is forthcoming. In the event Article VII.B.1.g. applies, the deadline for filing the grievance shall be fourteen (14) calendar days.
- b) The Provost shall meet with the Federation and respond in writing within fourteen (14) calendar days of the meeting.
- c) In the event the supervising administrator is the Provost or the grievance concerns an alleged action or inaction on the part of the Provost, the matter shall be submitted directly to the President.

Step 3 – President’s Review

- a) The Federation may forward the grievance to the President or the President’s designee within seven (7) calendar days after the deadline for receiving the Provost’s written response if it is not satisfied with the response or if no response is forthcoming.
- b) The President (or the President’s designee) shall meet with the Federation representative and respond in writing within fourteen (14) calendar days after receiving the request.

Step 4 – Mediation (Optional)

- a) By mutual agreement, the parties may at any time jointly request mediation by the Federal Mediation and Conciliation Service (FMCS).
- b) Any grievance not resolved in mediation may be submitted by the Federation to arbitration within fourteen (14) calendar days after the date the mediator or any of the parties declares an impasse.
- c) In the event mediation fails to reach agreement on the issue before the parties, any offers of settlement made during the mediation process shall not be used as an admission of wrongdoing by any party.

Step 5 – Arbitration

- a) Within fourteen (14) calendar days after the deadline for receiving the President's written response, if the Federation is not satisfied by that response or if no response is forthcoming, the Federation may notify the College of its intention to submit the grievance for binding arbitration.
- b) Simultaneously with providing notice to the College, the Federation shall send a letter to the FMCS requesting a panel of seven (7) labor arbitrators located in the State of Washington.
- c) The Federation and the College shall alternately strike from the list until only one arbitrator remains. The remaining arbitrator shall hear the case. This process shall be completed within seven (7) days after the parties receive the list.
- d) The parties shall promptly confer with the arbitrator to discuss the following topics:
 - burden of proof;
 - scheduling of hearings for the earliest date available to the parties, witnesses, and arbitrator;
 - completing the hearing and obtaining a decision as quickly as possible;
 - any other procedural matters.
- e) Unless otherwise mutually agreed, the parties shall forego the submission of post-hearing briefs and request that the arbitrator provide a preliminary oral ruling immediately after closing arguments have been made, followed by a consistent written decision as soon thereafter as possible.
- f) The decision of the arbitrator shall be final and binding.
- g) Fees and expenses of the arbitrator shall be shared equally by the Federation and the College.

ARTICLE VIII. Reduction in Work Force

General Philosophy

Core and Ranked Adjunct Faculty will not be terminated due to department discontinuance, reconfiguration, or program reduction without the following conditions having been met:

The College will make its best efforts to plan needed changes in educational programs so as to minimize sudden unexpected shifts of faculty assignments.

The College will set up its own procedures for developing criteria, triggering mechanisms and review. The development of these procedures will include consultation and participation of the Federation, department chairs and Faculty Senate.

Departments or programs will have the opportunity to revitalize or reconfigure a program to gain sufficient student or institutional interest to warrant the continuation of the program.

A. PROCESSES FOR DEPARTMENT/PROGRAM DISCONTINUANCE

When the Provost believes that the professional skills or quantity of individual faculty within a particular department is inappropriate to the needs of the department and cannot be corrected without affecting faculty assignments, the Provost shall so notify the President, the Department Chair, and the President of the Faculty Senate and the President of the Federation.

If a department or program is considered for discontinuance, the Academic Affairs Committee shall designate a faculty committee to work with the Provost, the appropriate chairs of the departments concerned and the Federation to develop a recommendation. This group will report to the Senate and to the President. The final responsibility for institutional action shall rest with the President.

If it becomes evident that a department/program discontinuation is necessary, the following procedure will be implemented:

1. When the contact hours (or credits) of a Core faculty member, or the guaranteed contact hours of a Ranked Adjunct faculty member are reduced, the College, to the extent practical, will offer such affected faculty member equivalent contact hours (or credits) within the College whenever such hours are available and if the Core or Ranked Adjunct faculty member is qualified to teach in the subject area. Criteria to be considered are qualifications for specific reassignments, types of degrees awarded, rank, number of full-time teaching years at Cornish, awards and grants received, overall institutional service and other professional work. However, the College shall have the sole right to assign classes as it sees fit.
2. When an appointment of any Core or Ranked Adjunct faculty member is to be discontinued as a result of department discontinuance, reconfiguration or program reduction, the administration will offer said faculty member(s) another teaching position wherever such a position is available and if the faculty member is qualified for such a position.
3. See Appointments (Article IX) for notification dates of contract renewals and/or revisions.

4. Core or Ranked Adjunct faculty members who have lost an appointment shall remain in a designated hiring pool for two (2) years.
5. Faculty in the designated hiring pool shall be the first to be rehired should finances/enrollment trends reverse and a vacancy occur for which they are professionally qualified.
6. All Core or Ranked Adjunct faculty members terminated under the provisions of this section and who are subsequently rehired shall retain all accrued benefits such as salary step and rank, and/or previous years of service.

B. COLLEGE RESTRUCTURING

If the President believes that major restructuring, relocation, financial reorganization, etc. of the entire College may occur that will impact faculty employment, the President shall notify the Faculty Senate and the Federation President of the possible change. The President and the Board of Trustees will develop a process for decision making related to potential changes which will include participation by the Federation, Faculty Senate, department chairs, faculty and staff as well as students. The final responsibility for institutional action shall rest with the President and the Board of Trustees.

ARTICLE IX. Appointments

A. DEFINITIONS

1. The term “appointment and reappointment” used in this Agreement shall mean a binding contract between an individual faculty member and Cornish College of the Arts that specifies the terms and conditions of employment for the next academic year or years.
2. Seniority shall mean the number of consecutive years of full-time service as a teacher at the College. Each completed semester of full-time service shall count as one-half year for seniority purposes. A leave of absence will not count toward seniority increases but will not disrupt total years of service calculations. A sabbatical is considered service to the College and counts toward seniority.

B. NEW HIRES/APPOINTMENTS

Process

The College is committed to hiring and retaining the very best faculty possible at all levels. The College utilizes various strategies and methods to achieve this goal. Appointments to Core positions will normally be through national searches.

1. The final decision on hiring of all new faculty members shall be made by the President, after receiving recommendations from the Department Chair and the Provost.
2. Search Committees for Core faculty positions:
 - a. The Core faculty and the Department Chair will work cooperatively to determine the departmental representation of the search committee with the goal of reaching consensus. If consensus cannot be reached, the Provost shall mediate. The Chair has responsibility for and logistical oversight over the search process.
 - b. The Provost may appoint additional committee members from other departments not to exceed twenty percent (20%) of the department committee.
 - c. Core faculty will have an opportunity to meet with finalists for any Core position and share feedback with the search committee.
3. Placement of newly appointed Core faculty on the salary/rate grid is at the College’s discretion. It is understood that the Department Chair may recommend placement above the minimum range.
4. Department Chairs will consult with department Core faculty on the hiring of non-core faculty, either in person or by other means (i.e., phone or e-mail) when at all possible, but it is recognized that in some instances, time constraints may preclude consultation. Such consultation will be the standard practice; hiring without consultation will be the exception.

C. INITIAL CORE APPOINTMENT

1. Appointment Length

Faculty hired to a CORE position shall be given an initial three (3) year appointment. A performance review shall be given at the end of the first year and a standard evaluation shall be given at the end of the second year. The performance review and the standard evaluation shall be conducted in accordance with the Evaluation article in this contract.

2. Determination of Rank

Rank for newly appointed Core faculty will be determined by the President of the College after consultation with the Provost, Department Chair, and the individual faculty member. Items to be considered in determination of rank include, but are not limited to, types of degrees awarded, number of full-time equivalency teaching years at Cornish as well as other institutions, awards and grants received, overall institutional service and other professional work.

D. CONTRACTS

1. Length of contract

- a. Based on a favorable evaluation from the Department Chair and with the approval of the Provost, contracts may be offered for terms of four years for Core Faculty and Ranked Adjunct Faculty.
- b. Even if the College is considering department discontinuance, reconfiguration or program reduction, unless provided elsewhere, Core and Ranked Adjunct Faculty will be employed at least for the duration of their individual contracts.

2. Renewal

- a. Individual contracts for Core and Ranked Adjunct Faculty will be renewed unless there are one or more of the following conditions:
Dismissal as defined by Articles V, Evaluation and VI, Discipline and Dismissal
Dismissal or change in status as defined by Article VIII, Reduction in Work Force
- b. Ranked Adjunct Faculty will be notified of their individual guaranteed workload for the following academic year by letter postmarked no later than March 31, for the years covered by this Agreement.

E. PROMOTIONS AFTER INITIAL APPOINTMENT

1. Core

After the initial contract period, a core faculty member may apply to be considered for early promotion to the next rank at any time and must be considered for promotion after a period of not more than the prescribed years in rank. If the faculty member applies for promotion and is denied, s/he may appeal, but if the decision stands after all appeal processes, the faculty member must forego the next application cycle.

2. Request for Creation of a Core position

If a non-core faculty member has been teaching a full-time equivalency for three years in the same curricular area, they may request that the College create a core position. Such a determination must be made by the College within the following academic year, and if the position is opened and a search is undertaken, the faculty member may apply for the position and will automatically be a finalist.

F. APPOINTMENT TO DEPARTMENT CHAIR FROM FACULTY RANKS

Upon appointment to department chair status, a current faculty member will retain his or her academic ranking. A current faculty member appointed as an acting or interim chair for a specified period of time will be guaranteed a return to the faculty with a rank and assigned contact hours commensurate with status at the time of the acting or interim appointment. Service as Chair will be considered in subsequent applications for promotion.

A department chair appointed from outside the ranks of the College's Core faculty will not be considered a member of the faculty.

If s/he chooses to resign as department Chair, s/he may ask to join the Core faculty of the department, but the College does not guarantee this placement. A Chair who was not previously a member of the Core faculty of the department will not be assigned a Core faculty position if such a move will reduce or eliminate an existing Core faculty member's position.

ARTICLE X. Compensation

The following sections of this article will be opened annually and renegotiated:

- Salary
- Medical and dental benefits
- Retirement plan contribution
- Faculty development fund
- Computer subsidy
- Sabbaticals

Negotiations shall be opened in October with ratification by February 15 prior to each fall semester.

For 2012-2013 compensation was negotiated based on the College's enrollment projections. Should the College's fall enrollment exceed these projections, the college will increase the amount contributed to employees' 403(b) retirement plans and salaries as indicated in Appendix F. Enrollment will be determined using the Registrar's official 8th Day enrollment report for matriculated Full-Time Equivalent (FTE) students. The fall 2011 report is included as Appendix G for reference only.

A. SALARY

1. General Statements

- a. Compensation shall be effective September of each year and is determined by placement on the faculty salary/rate grid (Appendix H).
- b. All core faculty members with full-time appointments will be guaranteed full-time compensation for each year of this Agreement. Core faculty appointed to a full-time appointment with teaching loads below full-time will be available for additional duties assigned by the Department Chair. Core faculty members appointed at less than full-time will be guaranteed compensation equal to their guaranteed FTE workload. Should the faculty member exceed the appointed FTE, they will be compensated at their equivalent step rate up to the departmental full-time definition.
- c. All overage hours will be compensated at Step A on the adjunct rate grid (Appendix H).

2. Course Cancellation

If an adjunct instructor has a class cancelled after an official contract letter from the Provost's office has been issued, a one-time \$200 course cancellation fee will be paid to the affected instructor.

3. Summer Session Degree Programs

- a. Faculty teaching Cornish College degree-granting classes during the summer session shall be paid at Step A on the adjunct rate grid.
- b. Bargaining unit members shall have first right of refusal to teach for the summer session degree programs.

B. FACULTY DEVELOPMENT FUND

There is a shared recognition between the college and the CFT of the value of ongoing faculty development and the importance of establishing and maintaining an environment generally supportive of faculty development activities.

1. The College will finance the development fund at \$10,000 in 2012-2013.
2. All faculty – Core, Ranked Adjunct and Adjunct – are eligible for faculty development funds.
3. Processes for application for and distribution of funds will be revised as necessary by the college-wide Faculty Development Fund Committee, subject to approval by the Provost and the President.
4. In the event that all monies are not utilized in any one year, the remainder shall be added to the following year's funding.

C. COMPUTER SUBSIDY

1. The fund to subsidize faculty computer equipment purchases is not funded in 2012-2013.
2. Core and Ranked Adjunct faculty are eligible for this subsidy.
3. Processes for application for and distribution of these funds was developed by the Provost in fall semester 2007, and approved by the President.
4. In the event that all monies are not utilized in any one year, the remainder shall be added to the following year's funding.

D. FACULTY SABBATICALS

1. Purpose

The purpose of a sabbatical leave is to provide qualifying faculty with an opportunity to engage in activities leading to professional growth and artistic and/or scholarly revitalization. While a sabbatical should primarily be used to deepen, enrich and renew the individual as an artist and educator, it is also understood that such opportunities are important to the vitality of the college and the capacity of the college to serve its students.

2. Funding

- a. The College will fund three (3) faculty sabbaticals in each of the four (4) academic years from 2012/2013 to 2015/2016.
- b. Funding for each awarded sabbatical will be equivalent to half of the individual awardee's annual salary at their current rank and step. Faculty may opt to take one semester's leave at full pay or an academic year's leave at half-pay.
- c. The College will provide all existing benefits to faculty members during sabbatical leave.

3. Eligibility

All Core and Ranked Adjunct faculty are eligible to apply for sabbatical leave after they have worked the equivalent of seven full-time years of service at Cornish College of the Arts.

4. Criteria

- a. Two sabbaticals will be awarded exclusively on the basis of seniority.
- b. One sabbatical will be awarded on the basis of the merits of the proposed project.
- c. Specific criteria, application guidelines, and timelines will be developed and revised as needed by the Provost in consultation with the Faculty Sabbatical Committee, subject to approval by the President.

E. EMPLOYEE BENEFITS

1. Insurance Benefits

- a. The College will continue to provide and pay the following for eligible faculty:
 - Medical Insurance
 - Dental and Orthodonture Insurance
 - Life Insurance
 - Long Term Disability Insurance
 - Accidental Death and Dismemberment Insurance
 - Flexible Spending Plan (administrative fees – elections are funded by employee)
- b. Eligible faculty who fail to enroll within 45 days of the eligibility effective date will need to wait until open enrollment or a qualifying event to enroll in the plan.
- c. Coverage for enrolled faculty teaching during spring semester will continue over the summer if the faculty member has received an offer of employment for fall semester. Enrolled non-continuing faculty will be offered COBRA benefits.
- d. Faculty who opt for any Buy-Up medical plan will be required to pay the difference between the base plan and the Buy-Up plan.
- e. Faculty who opt out of the medical insurance plan by obtaining coverage through another provider may receive cash in-lieu-of medical insurance as taxable income. The amount will equal the cost of the premium for the base plan offered by the College. Proof of coverage is required within 45 days of the qualifying event.

The College agrees to maintain these plans or to provide comparable plans that are equal to or better than existing plans.

2. Eligibility for Insurance Benefits

For Core and Ranked Adjunct faculty, and
Adjunct faculty placed at Rate B or higher on the rate grid, and
Adjunct faculty placed at Rate A on the rate grid having taught two consecutive
semesters at a half-time or greater level (benefits begin the third semester of half-
time employment),
eligibility is as follows:

| | |
|-----------|---------------------------|
| Medical | .50 full-time equivalency |
| Dental | .50 full-time equivalency |
| Life/AD&D | .50 full-time equivalency |
| LTD | .75 full-time equivalency |

When a currently-employed faculty member drops below workload eligibility on a given semester, they will remain eligible if the sum of the previous semester's and current semester's hours average a .50 full-time equivalency.

3. Tuition Discount

- Faculty teaching full-time may take up to two classes per semester (a maximum of six credits) free of tuition when space is available.
- Non-core faculty teaching fifty percent or more may take one class (a maximum of three credits) per semester free of tuition when space is available.
- Faculty who wish to enroll in Cornish courses must follow the policies and registration procedures that apply to non-matriculated students at Cornish College. Faculty must pay for laboratory fees (when applicable) in full. Private instruction tuition is not included in the tuition discount benefit.

4. Tuition Discounts for Faculty Members' Dependent Children

Cornish offers tuition discounts for dependent children of faculty (as defined by the Internal Revenue Code) after completing one year of employment. Proof of IRS dependency via the previous year's tax return is required at matriculation. The dependent will be considered a dependent up to six years from the initial date of matriculation.

a. Adjunct Instructors:

Dependent children of Adjunct Instructors (those working fifty percent or more) are eligible for a twenty-five percent discount when the parent has been employed by Cornish between one and three years. Thereafter, the benefit increases to fifty percent as illustrated below.

| Length of Service | Tuition Discount |
|----------------------------------|------------------|
| 0 up to first anniversary | 0% |
| First up to third anniversary | 25% |
| Third anniversary and thereafter | 50% |

b. Core and Ranked Adjunct Faculty:

Dependent children of Core and Ranked Adjunct Faculty are eligible for a twenty-five percent discount when the parent has been employed by Cornish between one and three years. Thereafter, the benefit increases to 100 percent as illustrated below.

| Length of Service | Tuition Discount |
|----------------------------------|------------------|
| 0 up to first anniversary | 0% |
| First up to third anniversary | 25% |
| Third anniversary and thereafter | 100% |

5. Faculty Retirement Plan

The College will contribute an amount equivalent to 8% of gross wages to a defined contribution retirement plan. Contributions shall be made monthly once the necessary enrollment forms have been completed and submitted to the Human Resources Office or submitted on-line directly to the provider, depending on the specific provider's operating procedures.

This contribution will apply to eligible faculty members as described in the Cornish College of the Arts 403(b) Plan Document as outlined below:

- a. Faculty compensated at Rate B and above must receive credit for one Year of Service. 600 Hours of Service must be completed during the relevant eligibility computation period to receive credit for one Year of Service.
- b. Faculty compensated at Rate A must receive credit for two Years of Service (without an intervening break in service.) 1,000 Hours of Service must be completed during the relevant eligibility computation period for a Rate A Adjunct faculty member to receive credit for one Year of Service.
- c. Retirement plan contributions shall be paid as premiums to the faculty members' chosen funding vehicle as offered by the Plan, currently TIAA-CREF or Fidelity Investments, for individual retirement annuity contracts. Alternative plans may be substituted by mutual agreement of the Federation and the College.
- d. All faculty members are encouraged to make voluntary supplemental retirement contributions on their own behalf to the tax-deferred portion of the College's 403(b) plan.

ARTICLE XI. Leaves

General Philosophy

Department chairs are responsible for ensuring that all class sessions are appropriately staffed and faculty are required to teach the classes assigned to them. Faculty leaves will either require the arrangement for substitutes or, in the case of sudden illness, a class cancellation. In all cases of leave, paperwork will be filed by the faculty member and, where necessary, approved by the Chair, the Provost, or both.

It is the College's policy to comply with all applicable federal, state, and local leave laws.

A. PAID LEAVE

1. Sick Leave

- a. All faculty at FTE of 50% or greater will receive a pro rata of one week of contact hours per semester of sick leave. Sick leave for Core and Ranked Adjunct Faculty may be accumulated up to a total of twelve weeks of contact hours. A physician's statement must be provided verifying the medical disability and the reason for utilization of the accumulated sick leave. Before returning from an extended medical leave, the faculty member must provide a written physician's release to return to work. Accumulated sick leave cannot be part of any severance package.
- b. Adjunct faculty teaching less than 50% FTE may, for reasons of illness, miss two sessions of each class they teach without loss of pay.

2. Bereavement Leave

In the event of a death in the immediate family of a faculty member covered by this Agreement, the faculty member shall be entitled to up to five days leave with pay, depending on the circumstances. "Immediate family," including that of a domestic partner, shall mean parent, spouse, domestic partner, child, mother or father-in-law, grandparents, grandchildren, sibling, step-parents, sisters- and brothers-in-law.

3. Professional Leave

- a. In recognition that the faculty at Cornish is comprised primarily of professional artists and that it is necessary for artists to interact both with other artists and the public as the opportunity arises, short-term leaves for a professional purpose shall be arranged.
- b. Core faculty will be eligible for a maximum of five professional leave days per semester without salary reduction. Ranked Adjunct Faculty will be eligible for a pro-rated percentage of five professional leave days per semester without salary reduction.
- c. Faculty wishing to take professional leave should have such leave approved by the department Chair no later than three weeks prior to the leave and approved by the Provost no later than two weeks prior to the leave.
- d. Department chairs have an obligation to ensure the quality of educational offerings and may on occasion reject professional leave requests if such leaves are detrimental to the department.

4. Staffing for Leaves

- a. The faculty member and the Department Chair will work collaboratively to make substitute arrangements for all leaves. Core faculty will substitute when practicable. Core faculty substitute for colleagues without additional compensation, unless they are replacing a colleague for more than a week's duration, in which case payment shall be at Step A on the adjunct rate grid.
- b. Since professional leave is for the most part foreseeable, arrangements for substitutes will be negotiated by the faculty member and the Chair and approved by the Provost in advance.
- c. Ranked Adjunct and Adjunct Faculty will be paid for substitution at Step A on the adjunct rate grid.

B. UNPAID LEAVE

1. Jury Duty

Faculty who are called for jury duty should notify their Department Chair and the Director of Human Resources immediately. A faculty member who serves on a jury will not receive pay from the College, but may keep the jury stipend, consistent with applicable law.

2. Extended Leave

- a. Core and Ranked Adjunct Faculty may request an unpaid extended leave not to exceed one year in duration. The request should be made in writing to the Department Chair and the Provost two months before the start of the semester for all extended leaves except for sick and bereavement leave.
- b. Subject to the terms, conditions and limitations of the applicable plans, the College's portion of health insurance benefits will be provided until the end of the calendar month in which the leave begins. For Core and Ranked Adjunct Faculty with more than ten (10) years of service, subject to the terms, conditions and limitations of the applicable plans, the College's portion of health insurance benefits will be provided for one semester.
- c. Faculty members may choose to continue their coverage at their own expense upon expiration of the College's commitment. When the faculty member returns to active employment status, the College's portion of the health insurance benefits will recommence according to applicable plans.

3. On-The-Job Injury

All faculty are covered by the provisions of Washington State Worker's Compensation for on-the-job injury.

Absence due to injury incurred in the course of the faculty member's performance of his/her assigned duties shall not be charged against accumulated paid leave if the faculty member elected to take worker's compensation in lieu of sick leave.

C. UNUSED LEAVE

In no instance will the College compensate a faculty member for unused leave upon the termination of employment.

ARTICLE XII. Duration

1. This Agreement shall be effective as of Board and Federation ratification and final signing by both parties.
2. The terms and conditions of this Agreement shall apply 6/1/2012 through 5/31/2016. The ratified agreement will not preclude discussion of any problem(s) resulting in implementation or interpretation of this Agreement during the course of its duration. Such discussion may result in letters of agreement to amend this contract, subject to ratification by the respective parties. The Cornish Federation of Teachers may vest this ratification responsibility with its members of the Labor Management Oversight Committee.
3. Compensation may be opened annually by either party in accordance with Article X, Compensation.
4. Negotiations on a successor Agreement shall be opened no later than September 30, 2015, with a target date for ratification by March 10, 2016.

ACCEPTED

For the Federation:

Professor Kimball MacKay
President, Cornish Federation of Teachers

Date

Assistant Professor Elizabeth Darrow

Date

Adjunct Instructor Alex Morrow

Date

Professor Paul Taub
Incoming President, Cornish Federation of Teachers

Date

For the College:

Dr. Nancy J. Uscher
President, Cornish College of the Arts

Date

Lawrence E. Hard, Trustee

Date

APPENDIX A

Memorandum of Understanding
Related To

INDIVIDUAL RIGHTS (PERSONNEL RECORDS Article IV. B),
DISCIPLINE & DISMISSAL (Article VI),
GRIEVANCE (Article VII)

The College and the Cornish Federation of Teachers agree to defer discussion on the interrelated protocols and processes of the above named articles to the Labor Management Oversight Committee or a joint task force whose members are named by the LMOC. Both parties agree that the language set in the contract herein will be in force through December 31, 2012.

The LMOC or the committee it empanels will endeavor to revise these articles and submit them for ratification by the Federation membership by December 15, 2012.

Faculty membership on this task force shall be recognized as institutional service but shall not replace other standing committees.

If the committee has not completed its work by December 15, 2012, an extension can be agreed to by the parties.

APPENDIX B

Memorandum of Understanding Related To

REDUCTION IN WORK FORCE

The College and the Cornish Federation of Teachers agree to defer discussion on the process of Reduction in Work Force to the Labor Management Oversight Committee (LMOC) or a committee it appoints. Both parties agree that the language set in the contract herein will be in force through May 31, 2013, with the following exceptions:

For the purposes of this MOU, 'department' and 'program' will be synonymous and will be taken to mean the major academic departments—Art, Dance, Design, Humanities and Sciences, Music, Performance Production, and Theater. No core positions will be eliminated from any department or program without the provisions of the current Agreement being followed.

Should the College contemplate the elimination of concentrations within departments before the Article has been revised and new language has been approved by both parties, CFT will be notified and consulted before such changes are made.

Faculty membership on this task force shall be recognized as institutional service but shall not replace other standing committees.

LMOC or the committee will endeavor to renew or revise the section on Reduction in Work Force by December 15, 2012 for ratification by May 31st, 2013.

If agreement is not reached by the May 31, 2013 deadline the current language remains in force with the provisos and definitions included here.

APPENDIX C

Memorandum of Understanding Related To

FACULTY WORKLOAD

Faculty Workload is broadly conceived to refer to all faculty activities that are related to professional duties and responsibilities in the College, and where faculty effort is distributed across these domains: teaching/instructional, professional and creative development and service activities in the College and in academic departments. Faculty workload should be defined and codified in the contract. Moreover, faculty workload should be equitably distributed across the College.

The Cornish Federation of Teachers and the Cornish College Administration Negotiating Team agree that the new article to be added to the Collective Bargaining Agreement for 2012-2016 on Faculty Workload will be developed by a workload task force consisting of faculty designated by the CFT and Executive Committee of the Cornish faculty Senate and individuals appointed by the President and Provost of Cornish College of the Arts. It is further agreed that the workload task force will begin its work no later than September 30, 2012.

The task force shall consider such issues as: the functional and contractual definition of "workload" for faculty; full-time equivalencies by department; faculty availability on campus; the relative expectations for teaching/instruction, research or creative development, and service (to include an exploration of the relevance of service in the larger community) for the determination of workload.

Regarding class caps for 2012-2013: if class caps as of ratification need to be substantially increased, the affected faculty member, the Department Chair, the Registrar, the Provost, and a Cornish Federation of Teachers representative will meet to discuss impact and potential mitigation.

Faculty membership on this task force shall be recognized as institutional service but shall not replace other standing committees.

Furthermore it is agreed that the workload task force will present the completed Article 13 of the CBA to the Labor Management Oversight Committee (LMOC) no later than March 1, 2013 for review and submission for ratification before May 1, 2013.

Should agreement not be reached by that deadline an extension can be agreed to by the parties.

APPENDIX D

Memorandum of Understanding Related To

SHARED GOVERNANCE

The College and the Federation agree to postpone the development of an article concerning the processes, mechanisms, and structures by which Cornish Faculty will have and exercise demonstrable input and impact on the policies and strategic decisions affecting the life of the institution and its faculty.

The College and the Federation further agree that this new article will be developed and authored by a task force made up of faculty designated by the CFT and by the Executive Committee of the Faculty Senate and individuals appointed by the college President or Provost.

The College and the Federation further agree that the task force will present the resulting article to the LMOC and to the President no later than November 1, 2012 for approval by both the LMOC and the President, and the article will be subject to ratification by the end of fall semester, 2012.

Should agreement not be reached by that deadline an extension can be agreed to by the parties.

The President will initiate conversation with the Chair of the Board of Trustees about faculty representation on Board committees such as Academic Affairs and Finance no later than two weeks after the ratification of the Agreement.

The College and the Federation further agree to an interim approach to faculty engagement in the governance of the College as follows: membership on the President's Executive Council, Curriculum Committee, and the to-be-developed Finance Committee. In addition the Academic Operations Committee will be reconvened. Participation will begin in fall 2012.

APPENDIX E

Memorandum of Understanding Related To

EVALUATION

The College and the Cornish Federation of Teachers agree to defer discussion on Evaluation to the Labor Management Oversight Committee (LMOC) in 2012/2013. Both parties agree that the language set in the contract herein will be in force through May 31, 2013. LMOC will endeavor to renew or revise the article by April 15, 2013. Agreement of the LMOC is not subject to ratification.

Faculty membership on this task force shall be recognized as institutional service but shall not replace other standing committees.

Should agreement not be reached by that deadline an extension can be agreed to by the parties.

APPENDIX E.2

One-Year Agreement Related To

ONE-TIME (2012-2013) PERSONAL LEAVE DAY FOR FACULTY

All faculty at FTE .5 or greater will have available one paid personal leave day for the academic year 2012-2013, to be understood as a calendar day. Faculty will request such leave as far in advance as possible and will complete and submit a to-be-developed personal leave form for approval by the Department Chair.

Faculty will include a statement on the form regarding how they plan to ensure that the work of their classes will continue in alternate, pedagogically appropriate ways (peer work, independent projects, research, etc.) without the use of a substitute.

APPENDIX F

2012-2013 Budget Restoration if Enrollment Exceeds Projected Levels

| | Fall Enrollment | | Net Revenue > Budget | Retirement Contribution | | Faculty & Staff Salary | | Operating Budget Restoration |
|-----------------------|-----------------|-----|-------------------------|-------------------------|-------|------------------------|---------|------------------------------------|
| | Heads | FTE | | | | | | |
| Base--> Projection | 784 | 778 | 80% | 4% | | 2% | | |
| | | | | 0.17% Total | | 0.15% Total | | |
| - | 784 | 778 | - | - | 4.00% | 2.00% | - | |
| 1 | 785 | 779 | 25,584 | 0.17% | 4.17% | 2.00% | 8,187 | |
| 2 | 786 | 780 | 51,168 | 0.34% | 4.34% | 2.00% | 16,374 | |
| 3 | 787 | 781 | 76,752 | 0.51% | 4.51% | 2.00% | 24,561 | |
| 4 | 788 | 782 | 102,336 | 0.68% | 4.68% | 2.00% | 32,748 | |
| 5 | 789 | 783 | 127,920 | 0.85% | 4.85% | 2.00% | 40,935 | |
| 6 | 790 | 784 | 153,504 | 1.02% | 5.02% | 2.00% | 49,122 | |
| 7 | 791 | 785 | 179,088 | 1.19% | 5.19% | 2.00% | 57,309 | |
| 8 | 792 | 786 | 204,672 | 1.36% | 5.36% | 2.00% | 65,496 | |
| 9 | 793 | 787 | 230,256 | 1.53% | 5.53% | 2.00% | 73,683 | |
| 10 | 794 | 788 | 255,840 | 1.70% | 5.70% | 2.00% | 81,870 | |
| 11 | 795 | 789 | 281,424 | 1.87% | 5.87% | 2.00% | 90,057 | |
| 12 | 796 | 790 | 307,008 | 2.04% | 6.04% | 2.00% | 98,244 | |
| 13 | 797 | 791 | 332,592 | 2.21% | 6.21% | 2.00% | 106,431 | |
| 14 | 798 | 792 | 358,176 | 2.38% | 6.38% | 2.00% | 114,618 | |
| 15 | 799 | 793 | 383,760 | 2.55% | 6.55% | 2.00% | 122,805 | |
| 16 | 800 | 794 | 409,344 | 2.72% | 6.72% | 2.00% | 130,992 | |
| 17 | 801 | 795 | 434,928 | 2.89% | 6.89% | 2.00% | 139,179 | |
| 18 | 802 | 796 | 460,512 | 3.06% | 7.06% | 2.00% | 147,366 | |
| 19 | 803 | 797 | 486,096 | 3.23% | 7.23% | 2.00% | 155,553 | |
| 20 | 804 | 798 | 511,680 | 3.40% | 7.40% | 2.00% | 163,740 | |
| 21 | 805 | 799 | 537,264 | 3.57% | 7.57% | 2.00% | 171,927 | |
| 22 | 806 | 800 | 562,848 | 3.74% | 7.74% | 2.00% | 180,114 | |
| 23 | 807 | 801 | 588,432 | 3.91% | 7.91% | 2.00% | 188,301 | |
| 24 | 808 | 802 | 614,016 | 4.00% | 8.00% | 0.15% | 2.15% | 196,488 |
| 25 | 809 | 803 | 639,600 | 4.00% | 8.00% | 0.30% | 2.30% | 204,675 |
| 26 | 810 | 804 | 665,184 | 4.00% | 8.00% | 0.45% | 2.45% | 212,862 |
| 27 | 811 | 805 | 690,768 | 4.00% | 8.00% | 0.60% | 2.60% | 221,049 |
| 28 | 812 | 806 | 716,352 | 4.00% | 8.00% | 0.75% | 2.75% | 229,236 |
| 29 | 813 | 807 | 741,936 | 4.00% | 8.00% | 0.90% | 2.90% | 237,423 |
| 30 | 814 | 808 | 767,520 | 4.00% | 8.00% | 1.00% | 3.00% | 245,610 |
| 31 | 815 | 809 | 793,104 | 4.00% | 8.00% | 1.00% | 3.00% | 271,194 |

= Base budget

= Full retirement contribution 8%

= Salary increase restored to 3%

APPENDIX G

FULL TIME ENROLLMENT REPORT

Fall Semester 2011

For reference only

Registrar's Office

OFFICIAL -- SEPTEMBER 14, 2011

| Department | Full Time Head Count | Full Time FTE | Part Time Head Count | Part Time Credits | Part Time FTE | Total FTE | Total Head Count |
|--------------|----------------------|---------------|----------------------|-------------------|---------------|-----------|------------------|
| Art | 185 | 185.00 | 6 | 46 | 3.83 | 188.83 | 191 |
| Dance | 80 | 80.00 | 2 | 14 | 1.17 | 81.17 | 82 |
| Design | 179 | 179.00 | 5 | 38 | 3.17 | 182.17 | 184 |
| Music | 114 | 114.00 | 5 | 37 | 3.08 | 117.08 | 119 |
| Perf. Prod. | 58 | 58.00 | 1 | 8 | 0.67 | 58.67 | 59 |
| Theater | 196 | 196.00 | 0 | 0 | 0.00 | 196.00 | 196 |
| Sub total | 812 | 812 | 19 | 143 | 11.92 | 823.92 | 831 |
| Non-Matric. | | | 3 | 11 | 0.92 | 0.92 | 3 |
| Non-Credit | | | 5 | 14 | 0.61 | 0.61 | 5 |
| Grand Totals | 812 | 812.00 | 27 | 168 | 13.44 | 825.44 | 839 |

Methodology for determining total full time equivalency: 12 to 18 credits equals one full time student or 1.00 FTE
 Part time equivalency determined by totaling all credits fewer than 12 and dividing by 12. This is added to the full time value to determine the official full time equivalency.

BFA Heads 831
BFA FTE 823.92
Total Heads 839.00
Fall FTE 825.44

OFFICIAL

Submitted by: _____
 Date: September 14, 2011

BFA Conversion to full time: 99%

Appendix H

| Adjunct Instructors | | |
|---------------------|---------|---------|
| Rate | 2011-12 | 2012-13 |
| A | 59.22 | 60.40 |
| B | 62.00 | 63.24 |
| C | 63.62 | 64.89 |
| D | 66.35 | 67.68 |

| Core | | |
|------|---------|---------|
| Step | 2011-12 | 2012-13 |
| 6 | 46,017 | |
| 7 | 46,134 | 46,937 |
| 8 | 46,251 | 47,057 |
| 9 | 46,604 | 47,176 |
| 10 | 46,722 | 47,536 |
| 11 | 47,075 | 47,656 |
| 12 | 47,876 | 48,487 |
| 13 | 48,232 | 48,834 |
| 14 | 48,590 | 49,197 |
| 15 | 48,948 | 49,562 |
| 16 | 49,306 | 49,927 |
| 17 | 49,664 | 50,292 |
| 18 | 51,101 | 51,154 |
| 19 | 51,813 | 52,123 |
| 20 | 52,529 | 52,849 |
| 21 | 53,246 | 53,580 |
| 22 | 53,962 | 54,311 |
| 23 | 54,607 | 55,041 |
| 24 | 55,313 | 55,699 |
| 25 | 56,019 | 56,419 |
| 26 | 56,726 | 57,139 |
| 27 | 57,432 | 57,861 |
| 28 | 58,138 | 58,581 |
| 29 | 58,844 | 59,301 |
| 30 | 59,550 | 60,021 |
| 31 | 60,256 | 60,741 |
| 32 | 60,973 | 61,461 |
| 33 | 61,700 | 62,192 |
| 34 | 62,427 | 62,934 |
| 35 | 63,154 | 63,676 |
| 36 | 63,882 | 64,417 |
| 37 | 64,609 | 65,160 |
| 38 | 65,337 | 65,901 |
| 39 | 66,064 | 66,644 |
| 40 | 66,791 | 67,385 |
| 41 | 67,519 | 68,127 |

Ranked Adjunct Rates:

Ranked Adjunct pay is 75% of Core pay.

For 2012-2013, rates are calculated using each Ranked Adjunct faculty member's departmental definition of full time.

| Department | FT Load | # hrs/yr |
|------------|---------|----------|
| Music | 32 | 480 |
| Art | 30 | 450 |
| H&S | 27 | 405 |

Revised 10.09.2012
via LMOC

Negotiating Team Members

For the Federation:

Alex Morrow, Adjunct Instructor, Humanities & Sciences Department
Dr. Elizabeth Darrow, Assistant Professor, Art Department
Kimball MacKay, Professor, Humanities & Sciences Department

For the College:

Bev Page, Director of Human Resources
Jeff Riddell, Vice President for Finance & Administration
Dr. Jenifer Ward, Associate Provost
Larry Hard, Cornish College Trustee

Minute Takers:

Abigail Stahl, Assistant to the President
Nichole Rose, Executive Assistant to the President