

COLLECTIVE BARGAINING AGREEMENT
BETWEEN CORNISH COLLEGE OF THE ARTS
AND CORNISH FEDERATION OF TEACHERS AFT
LOCAL 4169

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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.

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

1. 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.

b. 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

The parties agree to the participation by a faculty representative, to be chosen by the Cornish Federation of Teachers, on any search committee as established by the Board of Trustees for the hiring of the President and Provost.

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. Fall semester begins ten (10) workdays prior to the first day of classes. The last day of fall semester is five (5) workdays after the last day of classes, or December 23, whichever is earlier.

Core Faculty must be available for five (5) distinct workdays prior to the start of fall semester classes, two (2) distinct workdays after the end of fall semester.

- b. Spring semester begins five (5) workdays prior to the first day of classes, or January 2, whichever is later. The last day of spring semester is ten (10) workdays after the last day of classes.

Core Faculty must be available for two (2) distinct workdays prior to the start of spring semester classes, five (5) distinct workdays after the end of spring semester.

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).

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 prior to the beginning of each semester.

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 prior to the beginning of each semester.

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 prior to the beginning of each semester.

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 prior to the beginning of each semester.

9. SALARY/RATE GRID

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

10. HORIZONTAL AND VERTICAL

Refers to movement on the Faculty Salary/Rate Grid. Horizontal refers to the negotiated CBA salary increase. Vertical refers to downward movement on the chart for Core and Ranked Adjunct awarded for satisfactory annual performance evaluations, and Adjunct Instructors awarded for teaching the number of contact hours at the College as indicated on the table listed on last page.

H. 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 6/1/2007 through 5/31/2011. 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. Negotiations on a successor Agreement shall be opened no later than September 30, 2010, with a target date for ratification by both parties by January 31, 2011.

ACCEPTED

For the Federation:

For the College:

 Professor Kimball MacKay
 President, Cornish Federation of Teachers

 Sergei P. Tschernisch, President
 Cornish College of the Arts

Date

Date

 Sturges Dorrance, Chair
 Board of Trustees
 Cornish College of the Arts

Date

II. Faculty Structure

General Philosophy

Cornish College of the Arts is committed to a core ensemble of faculty to teach significant curricular areas and perform institutional duties integral to the functioning of the College and departments. A faculty structure consisting of Core and Adjunct faculty provides flexibility for the College in hiring and retention, as well as a diverse range of experiences and exposure to different teaching styles for students. It is the intent of this Agreement to create greater clarity for all faculty by continuing the gradual move from three to two distinct categories of faculty: Core and Adjunct.

A. FACULTY CATEGORIES

1. CORE FACULTY

(Professor, Associate Professor, and Assistant Professor)

- a. Teaches 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. Teaches in an area of significant curricular need.
- c. Assists in the development of curriculum and program standards.
- d. Participate in formal advising and mentorship of students.
- e. Provide institutional wisdom and vision.
- f. Participate in governance of the College through activities including, but not limited to, college-wide meetings, committees, and trainings.
- g. Participate in the ongoing development of the department through activities including, but not limited to, departmental meetings, committees, and reviews.
- h. Maintain a significant artistic/intellectual presence in their profession.
- i. Consider their primary professional commitment to be to Cornish College of the Arts.

Core Faculty are:

- j. Assigned rank based on merit and seniority (Assistant Professor steps 6-11, Associate Professor steps 12-17, Full Professor steps 18-above).
- k. Appointed to contracts of four years, not necessarily in chronological alignment with the CBA.
- l. Paid depending upon their placement on the Faculty Salary/Rate Grid [see last page].
- m. Evaluated for their performance in the areas of teaching, service, and professional activity [see *Faculty Evaluation*, page 20].

2. RANKED ADJUNCT FACULTY

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

Ranked Adjunct Faculty are those who generally teach in a less than full-time capacity but who have an ongoing relationship with the College. The College no longer assigns this status, but does honor the commitment to those faculty already holding it.

Ranked Adjunct Faculty:

- a. Teach a contracted number of contact hours per year.
- b. Participate in the ongoing development of the department through activities including, but not limited to, departmental meetings, committees, and reviews.
- c. Are assigned rank based on merit and seniority, according to the published promotions guidelines.
- d. Are appointed to contracts of one to four years, not necessarily in chronological alignment with the CBA.
- e. Are compensated by the contact hour at a rate depending upon their placement on the Faculty Salary/Rate Grid [see last page].
- f. Are evaluated for their performance in the areas of teaching and departmental service [see *Faculty Evaluation*, page 20].

APPOINTMENTS TO CORE FROM RANKED ADJUNCT STATUS

If a Ranked Adjunct faculty member has worked a full-time load for three consecutive years, or has taught at the full-time level for three of the past five years, the Provost will solicit a recommendation from the department Chair as to whether a Core position should be opened. Solicitations will be made with adequate time for budget requests to be made in October for the following academic year.

The College will annually review Ranked Adjunct faculty positions for possible re-assignment to Core faculty positions, based on the definitions of Core faculty described in this Collective Bargaining Agreement.

Determination will be made on the following criteria:

- Evidence of a particular full-time need within a department, or across departments.
- Evidence of ongoing curricular need.
- Size of core faculty within a given department relative to student body size.
- Financial capacity of the college to support an additional Core position.

The Provost will make a recommendation to the President as to whether a Core position will be opened for a national search.

If all criteria are met, and the recommendation to open a Core position is approved by the President, the Provost may recommend further to the President that an existing Ranked Adjunct faculty member be appointed to a Core position without search. This process first requires a recommendation to the Provost by the Department Chair, after consultation with the faculty.

3. ADJUNCT FACULTY

- a. Teach an agreed upon number of contact hours per semester.

- b. Participate in a single departmental administrative meeting (such as orientation), though this requirement may be waived by the Department Chair.

Adjunct Faculty are:

- c. Unranked
- d. Hired on a semester-by-semester basis
- e. Compensated by the contract hour at a rate depending upon their placement on the Adjunct Instructor salary grid [see last page].
- f. 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 [see *Appointments C.2.b.*].
- g. Evaluated for their performance in the areas of teaching [see *Faculty Evaluation*, page 20].

On those occasions when Adjunct Instructors agree to undertake work outside their contractual obligations, a stipend will be paid. Adjunct Instructors are not obligated to undertake such assignments. The necessity for a stipend award must have prior approval from the Provost and be funded within the existing departmental budget. Stipend amounts will be negotiated between the faculty member and the Chair and approved by the Provost.

4. VISITING FACULTY

- a. Fill a special limited need such as the teaching of short-term residencies and/or workshops or temporary replacement of full-time faculty.
- b. Teach an agreed-upon number of contact hours per semester.

Visiting Faculty are:

- c. Appointed to contracts of two years or less, not necessarily in chronological alignment with the CBA. Under exceptional circumstances, contracts can be extended for one year with the recommendation of the Department Chair, after consultation with the faculty, and final approval of the Provost.

III. Institutional Service

General Philosophy

Participatory governance serves to strengthen the obligation and the right of members of the faculty to be actively engaged in the policy life of the College, and the obligation of the college administration to consider fully and seriously the voice of the faculty on matters critical to the health of the institution.

- A. Core faculty are required to engage in the governance of the College through active participation on the Faculty Senate, the Labor/Management Oversight Committee, and other college-wide standing committees, and/or through participation in college-wide initiatives or projects.
- B. Standing committees are named and their individual missions defined in the Faculty Handbook.
- C. Any changes to the committee structure—for instance, the creation or elimination of committees and requirements and/or processes for membership—will be communicated to faculty through the College e-mail system when such changes occur.
- D. Individual committee assignments are determined by the individual Core faculty member and her/his Department Chair in consultation with the Core Faculty of the department.
- E. Every effort will be made to ensure that faculty engagement in participatory governance of the College shall reflect a fair distribution of workload.
- F. Ranked Adjunct faculty are not required to engage in college-wide participatory governance.
- G. Adjunct faculty are not required to engage in participatory governance at either the department or college level.

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.

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 adjuncts 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 following a procedure and schedule to be developed by the college-wide Academic Affairs Committee. This work will be completed during the 2007-2008 academic year. Final procedures will be described in the Faculty Handbook.
 - 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.

VI. Discipline and Dismissal

[Agreement reached 11.27.07]

This article addresses the subject of discipline or dismissal for inappropriate conduct. The subject of discipline or dismissal for inadequate performance is addressed in Article V (*Faculty Evaluation*) of this Agreement.

1. No disciplinary action shall be taken against a faculty member without just cause. Disciplinary action taken against a faculty member shall be appropriate to the behavior that precipitates the action.
2. All disciplinary actions shall be documented.
3. "Disciplinary Action" shall include the following:
 - Documentation of reprimands
 - Suspension (with or without pay)
 - Determination of corrective actions
 - Dismissal
4. Generally, discipline begins at the Department Chair level. When the situation is not resolved at that level, the Department Chair will refer the case to the Provost, who will issue a letter to the faculty member indicating the next steps of the process.
5. Approaches to Discipline and Dismissal
 - a. Faculty members have a right to CFT representation at any time, regardless of whether they are union members.
 - b. No disciplinary action shall be imposed against a faculty member without the reasons for the action being provided to the faculty member and without an investigation. A faculty member shall be informed of the right to respond to any allegation, consistent with Article IV.B.2. of this agreement.
 - c. The College agrees with the general principle that disciplinary actions against a faculty member should be imposed in an incremental manner. However, the College reserves the right to respond immediately to acts or conduct that threaten personal safety, or College or personal property; or interfere with the orderly conduct of the business of the College.
 - d. In the course of any disciplinary action, the faculty member shall be treated fairly and with respect.
 - e. In cases where a suspension or dismissal is imposed, the College will immediately notify the Federation.
 - f. No faculty member shall be dismissed for inappropriate conduct or misconduct without an investigation of the circumstances and the charges. Due process rights of faculty shall be protected. An administrative leave with pay, pending investigation or decision, is not a suspension and shall not be considered a disciplinary action.

VII. Grievance

General Philosophy

The Federation and the College share the assumption that disputes can and should be resolved between the parties directly involved, at the lowest administrative level and lowest level of formality.

Informal concerns may be addressed at the department level and may be pursued up to the level of the Provost before a formal grievance is initiated.

At any level, by mutual agreement of the parties involved, resolution may be sought through the participation of a neutral party (mediation).

At any level, including the most informal, the faculty member may request the involvement and counsel of a Federation representative.

A. GUIDELINES

1. A grievance is defined as a complaint concerning any condition, action, or lack of action on the part of the College that the Federation or a current or former member of the bargaining unit believes to be a violation, misinterpretation, or misapplication of the provisions of this Agreement.
2. The intent of grievance procedures is to provide a fair and respectful way to resolve disputes between the Federation and/or members of the bargaining unit and the College.
3. Any individual involved in grievance proceedings as a grievant, witness, representative, or otherwise shall not suffer any restraint, interference, discrimination, coercion, or reprisal as a result of her or his reasonable participation in the process.
4. Any individual within the bargaining unit may file a grievance and have such a grievance remedied without the intervention of the Federation as long as the remedy is not inconsistent with the terms and conditions of this Agreement and provided that the Federation has been given opportunity to make its views known.
5. Grievances shall be processed as rapidly as possible, and time limits shall be adhered to strictly during the work year as defined in Article I.G.3 of this Agreement. Should a grievance be initiated near the end of spring semester, time limits may require adjustment and/or the grievance procedures will recommence at the beginning of the following work year.
6. With the above possible exception, time limits may be extended only by mutual agreement of the parties involved.
7. Failure by the College at any step to communicate the decision of a grievance within the specified time limits shall mean that the grievant may deem the grievance denied and may therefore appeal it to the next step (except as otherwise provided in this article).
8. Failure by the grievant at any step to appeal a grievance to the next step shall be deemed acceptance by the grievant of the decision rendered at that step.

B. LEVELS OF THE GRIEVANCE PROCESS

Note:

Any grievance filed by the Federation involving multiple members of the bargaining unit or based on a claim of a more general violation, misinterpretation, or misapplication of the provisions of this Agreement shall be filed at Level 2 (Provost).

Under no circumstances may an individual grievant take the grievance to Arbitration (Level 4). as provided below, Arbitration is a step to be pursued at the sole discretion of the Federation.

Level 1 – Director of Human Resources

1. If the grievance cannot be remedied informally, the faculty member may submit a grievance in writing to the Director of Human Resources within twenty (20) work days of that failure.
2. The written grievance shall be signed and dated by the grievant and the Federation representative should the grievant seek Federation representation.
3. The written grievance shall state the facts on which the grievance is based, the applicable provisions of the Agreement, and the remedy sought.
4. The grievance shall be hand-delivered to the Office of Human Resources and the envelope shall be labeled "Grievance."
5. Receipt of the grievance shall be acknowledged in writing by the Director of Human Resources within seven (7) work days of receipt.
6. Within ten (10) work days of receipt of the written grievance, the Director of Human Resources shall arrange a meeting with any and all parties involved.
7. The parties involved may call witnesses and present documents at this meeting.
8. A written record of this meeting will be made and signed by the Director of Human Resources and the grievant.
9. The Director of Human Resources shall render a written decision with ten (10) work days of this meeting. This document shall be mailed to the grievant's home address via registered mail.
10. All Level 1 decisions will include instructions for proceeding to a Level 2 grievance.
11. If the decision does not grant the remedy requested, the Director of Human Resources shall include the reasons.

Level 2 – Provost

1. The Federation must be involved in any Level 2 grievance.
2. If no decision is reached at Level 1, or the decision is unsatisfactory to the grievant, s/he must request a Federation determination before initiating a Level 2 grievance.
3. A Level 2 grievance shall be initiated by submitting written notification to the Provost within ten (10) work days from the time the grievant receives the Level 1 decision.
4. The Provost or her/his designee shall acknowledge receipt of the grievance by contacting the Federation via e-mail within seven (7) work days.

5. The grievant shall provide the Federation with all records from Level 1; the Office of Human Resources shall provide copies of the same documents to the Provost.
6. The Provost or her/his designee shall schedule a meeting involving all relevant parties within the ten (10) work days of receipt of the grievance and associated materials.
7. The Provost or her/his designee shall deliver the Level 2 decision in writing to the grievant via registered mail and to the Federation representative via e-mail within ten (10) work days of this meeting.
8. If the decision does not grant the remedy requested, the Provost shall include the reasons.

Level 3 – President

1. The Federation must be involved in any Level 3 grievance.
2. If no decision is reached at Level 2, or the decision is unsatisfactory to the grievant or the Federation, the written grievance and all relevant documentation may be submitted to the College President within ten (10) work days of receipt of the Level 2 determination.
3. The Office of Human Resources will provide the President with copies of all relevant materials.
4. The President or her/his designee shall schedule a meeting with the parties involved, including the Federation representative, within the ten (10) work days after receipt of the grievance.
5. The President or her/his designee shall deliver the Level 3 decision in writing to the grievant via registered mail and to the Federation representative via e-mail within ten (10) work days of this meeting.
6. If the decision does not grant the remedy requested, the President shall include the reasons.

Level 4 – Arbitration

1. If no resolution is reached at Level 3, or the resolution is unacceptable to the grievant or the Federation, or the settlement reached in a mediation process (if used) is unacceptable, the Federation at its sole discretion may file written notice to the College that the grievance will be arbitrated.
2. Such notice must be filed with the College within ten (10) work days of receipt of the Level 3 decision or the completion of any mediation process.
3. Arbitration shall be through the Federal Mediation and Conciliation Service. The Arbiter shall be selected using the striking process from the list supplied by the FMCS.
4. Hearings and other procedural matters shall be in accordance with the voluntary rules of the American Arbitration Association.
5. Fees and expenses of arbitration shall be shared equally by the Federation and the College.
6. The decision of the arbiter shall be final and binding upon the College, the Federation, and any and all parties involved consistent with the terms of this Agreement.

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.

IX. Appointments

General Philosophy

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.

A. DEFINITIONS

1. PROBATION

The first two years of employment at Cornish College are probationary regardless of rank, and the faculty member will be considered for the offer of two successive one-year contracts.

2. SENIORITY

The number of consecutive years of full-time service as a teacher at the College is counted as seniority. 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

1. 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.

- a. 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.
- b. Representative department faculty members shall constitute the search committee for Core Faculty for the position in question, provided, however, that the Provost may appoint additional committee members from other departments not to exceed twenty percent (20%) of the department committee. The search committee will comply with established search protocols.
- c. Other members of the departmental faculty will be offered an opportunity to interview candidates and submit recommendations to the search committee. This procedure will not be required in the case of emergency appointment.
- d. Placement 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.
- e. When possible, department chairs will consult faculty on the hiring of non-core faculty, but it is recognized that these hirings frequently demand quick action. It is not the intent of this Agreement to require a lengthy collaborative process for the hiring of non-core faculty.

C. INITIAL APPOINTMENT

1. DETERMINATION OF RANK FOR CORE FACULTY

Rank for new 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 aren't 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.

2. DETERMINATION OF RATE FOR ADJUNCT INSTRUCTORS

- a. Placement on the Adjunct Instructor salary grid is based on the number of contact hours taught at Cornish College. No other teaching experience is considered.
- b. Vertical movement on the salary grid occurs at intervals according to the table below. Accrued contact hours are tabulated each semester.

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

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 one to four years for 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.
- c. The College has the prerogative of offering an individual contract that extends beyond the duration of this Agreement.

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. Renewal contracts for Ranked Adjunct Faculty for the following academic year, shall be postmarked no later than March 31, for the years covered by this Agreement. 2011-12 appointments are subject to the renegotiation of this Agreement, and renewal contracts may not meet this deadline.

- c. Current Core Faculty will be guaranteed full-time compensation for the duration of this Agreement. In the event a core faculty member's teaching load is reduced, it is understood the faculty member shall fulfill other duties as assigned by his or her department chair.

E. PROMOTIONS AFTER INITIAL APPOINTMENT

1. CORE OR RANKED ADJUNCT FACULTY

After a core or ranked adjunct faculty member has successfully passed the probationary period, s/he may 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, s/he may request that the College create a core position. If the College agrees, the College will post the position for a search. The faculty member who requested the determination may apply. The College's decision to create or not create a Core position is program and budget driven. If the College chooses not to create a new Core position, the faculty member who requested the determination may continue to teach for the College.

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. Service as Chair, as well as merit, will be considered in subsequent applications for promotion.

A department chair may ask to join the teaching ranks after a term as Chair, but the College does not guarantee this placement. It is also acknowledged that 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.

X. COMPENSATION

A. SALARY

1. GENERAL STATEMENTS

- a. Compensation for the duration of this Agreement, effective June 1, 2007, is determined by placement on the faculty salary/rate grid on the last page of this document.
- b. All core faculty members will be guaranteed full-time compensation for each year of this Agreement. Core Faculty with teaching loads below full-time will be available for additional duties assigned by the Department Chair.
- c. Vertical movement by Ranked Adjunct Faculty is by FTE hours determined each semester.
- d. All overage hours will be at Step A on the adjunct rate grid.

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. If an alternative course of equal value in pay is offered to the adjunct instructor, the cancellation fee will not be paid.

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 \$20,000 in year one of this Agreement. The fund will increase by \$5,000 each year during this Agreement:

2007-08:	\$20,000.00
2008-09:	\$25,000.00
2009-10:	\$30,000.00
2010-11:	\$35,000.00

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 developed and 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. A fund will be established to subsidize faculty computer equipment purchases:

2007-08:	\$20,000.00
2008-09:	\$10,000.00
2009-10:	\$10,000.00
2010-11:	\$10,000.00

2. Core faculty will be eligible for this subsidy.
3. Processes for application for and distribution of these funds will be developed by the Provost by the end of fall semester 2007, subject to approval 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 2008/2009 to 2011/2012.
- b. Funding for each awarded sabbatical will be equivalent to half of the individual awardee's annual salary at her or his 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.

D. EMPLOYEE BENEFITS

1. INSURANCE BENEFITS

- a. The College will continue to provide and pay for eligible faculty the following, subject to Section d) below:

Medical Insurance
Dental and Orthodonture Insurance
Life Insurance
Long Term Disability Insurance
Accidental Death and Dismemberment Insurance
Flexible Spending Plan

- b. 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 offered COBRA benefits.
- c. The faculty member's decision to join the group insurance health plan paid for by the College is subject to the approval of the medical care provider.
- d. All faculty shall have the option of program participation through voluntary payroll deduction, if such participation is acceptable to the medical care provider.
- e. Cost-Sharing the medical and dental premiums:

In years one and two of this Agreement the College agrees to pay 73% of the premiums for the base medical and dental plans. Faculty will pay 27%. Faculty who opt for any Buy-Up medical plan will be required to pay the difference in addition to 27%.

In years three and four of this Agreement the College agrees to pay 100% of the premiums for the base medical and dental plans. 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.

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

- f. In years three and four of this Agreement eligible 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.

2. ELIGIBILITY FOR INSURANCE BENEFITS

For Core and Ranked Adjunct faculty, and Adjunct faculty placed at Rate B or higher on the rate schedule, 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

Adjunct faculty at Rate A who taught at 50% FTE or greater in Spring 2007 will remain eligible should they meet the established workload eligibility. For insurance eligibility purposes these faculty will be treated as faculty at Rate B.

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 are equal to a full load.

3. TUITION DISCOUNT

- a. Faculty teaching full-time may take up to two classes per semester (a maximum of six credits) free of tuition when space is available.
- b. 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.
- c. 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.

a. Non-Core Faculty:

Dependent children of non-core faculty (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 Faculty:

Dependent children of Core 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

- a. The College will contribute an amount equivalent to 8% of gross wages to a TIAA-CREF retirement annuity plan. Contributions shall be made monthly.

- b. This contribution will apply to faculty members who have taught at Cornish for more than one year and who are otherwise eligible for Cornish benefits.
- c. Retirement plan contributions shall be paid as premiums to TIAA-CREF 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 College's 403(b) tax deferred savings plan.

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.

Appendix A

MEMORANDUM OF UNDERSTANDING RELATED TO GRADUATED RETIREMENT PROGRAM

The College and the Cornish Federation of Teachers agree to form a Graduated Retirement Committee to determine if a program can be devised to ease qualified faculty members' transition to retirement. To that end, the College and the Federation agree that:

The committee shall be formed no later than September 30, 2007 and shall be chaired by the Provost or her designee and include the Chief Financial Officer, the Director of Human Resources, and at least three faculty members designated by the Labor Management Oversight Committee (LMOC).

The committee will submit a report by December 15, 2007 to the LMOC.

The LMOC will ensure the program and this Agreement are not in conflict with each other.

Final decisions rest with the President.

ACCEPTED

For the Federation:

Professor Kimball MacKay
President, Cornish Federation of Teachers

Date

For the College:

Sergei P. Tschernisch, President
Cornish College of the Arts

Date

Sturges Dorrance, Chair
Board of Trustees
Cornish College of the Arts

Date

Appendix B

MEMORANDUM OF UNDERSTANDING RELATED TO WORK YEAR

The College and the Cornish Federation of Teachers agree to defer discussion on the definition of Work Year to the Labor Management Oversight Committee (LMOC) in 2007/08. Both parties agree that the language set in the contract herein will be in force through May 31, 2008. LMOC will endeavor to renew or revise the section on Work Year by March 31, 2008. Agreement of the LMOC is not subject to ratification.

If agreement is not reached by the May 31, 2008 deadline, the current language remains in force.

ACCEPTED

For the Federation:

Professor Kimball MacKay
President, Cornish Federation of Teachers

Date

For the College:

Sergei P. Tschernisch, President
Cornish College of the Arts

Date

Sturges Dorrance, Chair
Board of Trustees
Cornish College of the Arts

Date

Appendix C

MEMORANDUM OF UNDERSTANDING RELATED TO DISCIPLINE & DISMISSAL

The College and the Cornish Federation of Teachers agree to defer discussion on the process of Discipline and Dismissal to the Labor Management Oversight Committee (LMOC) in 2007/08. Both parties agree that the language set in the contract herein will be in force through December 31, 2007. LMOC will endeavor to renew or revise the section on Discipline and Dismissal by October 31, 2007. Agreement of the LMOC is not subject to ratification.

If agreement is not reached by the December 31, 2007 deadline the current language remains in force.

ACCEPTED

For the Federation:

Professor Kimball MacKay
President, Cornish Federation of Teachers

Date

For the College:

Sergei P. Tschernisch, President
Cornish College of the Arts

Date

Sturges Dorrance, Chair
Board of Trustees
Cornish College of the Arts

Date

Appendix D

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) in 2007/08. Both parties agree that the language set in the contract herein will be in force through May 31, 2008. LMOC will endeavor to renew or revise the section on Reduction in Work Force by March 31, 2008. Agreement of the LMOC is not subject to ratification.

If agreement is not reached by the May 31, 2008 deadline the current language remains in force.

ACCEPTED

For the Federation:

Professor Kimball MacKay
President, Cornish Federation of Teachers

Date

For the College:

Sergei P. Tschernisch, President
Cornish College of the Arts

Date

Sturges Dorrance, Chair
Board of Trustees
Cornish College of the Arts

Date

Appendix E

MEMORANDUM OF UNDERSTANDING RELATED TO FAIR SHARE

The College and the Cornish Federation of Teachers agree to defer discussion of Fair Share to the Labor Management Oversight Committee (LMOC) in 2007/08.

ACCEPTED

For the Federation:

Professor Kimball MacKay
President, Cornish Federation of Teachers

Date

For the College:

Sergei P. Tschernisch, President
Cornish College of the Arts

Date

Sturges Dorrance, Chair
Board of Trustees
Cornish College of the Arts

Date

Negotiating Team Members

For the Federation:

Greg Carter, Assistant Professor, Performance Production Department
Kimball MacKay, Full Professor, Humanities and Sciences Department
David Taft, Associate Professor, Theater Department

For the College:

Dr. Lois Harris, Provost
Dr. Chris Kellett, Associate Provost
Bev Page, Director of Human Resources
Jeff Riddell, Chief Financial Officer

Faculty Salary/Rate Grid

CORE FACULTY

	Salary 2006-07	'07-'08	'08-'09	'09-'10	'10-'11
		Core Salaries			
		YR 1	YR 2	YR 3	YR 4
6	40,000	41,288	42,831	44,207	45,858
7	40,100	41,600	42,940	44,545	45,975
8	40,400	41,704	43,264	44,657	46,326
9	40,700	42,016	43,372	44,995	46,443
10	41,000	42,328	43,697	45,107	46,794
11	41,300	42,640	44,021	45,445	46,911
12	42,200	43,572	44,985	46,442	47,944
13	42,800	43,888	45,314	46,785	48,300
14	43,400	44,512	45,644	47,127	48,656
15	44,000	45,136	46,292	47,469	49,012
16	44,600	45,760	46,941	48,144	49,368
17	45,200	46,384	47,590	48,819	50,070
18	46,400	47,686	48,935	50,208	51,504
19	47,000	48,256	49,593	50,893	52,216
20	47,600	48,880	50,186	51,577	52,928
21	48,200	49,504	50,835	52,194	53,640
22	48,800	50,128	51,484	52,869	54,281
23	49,400	50,752	52,133	53,544	54,983
24	50,000	51,376	52,782	54,218	55,685
25	50,600	52,000	53,431	54,893	56,387
26	51,200	52,624	54,080	55,568	57,089
27	51,809	53,248	54,729	56,243	57,791
28	52,427	53,881	55,378	56,918	58,493
29	53,045	54,524	56,037	57,593	59,195
30	53,663	55,167	56,705	58,278	59,897
31	54,281	55,810	57,373	58,973	60,609
32	54,899	56,452	58,042	59,668	61,332
33	55,517	57,095	58,710	60,364	62,055
34	56,135	57,738	59,379	61,059	62,778
35	56,753	58,380	60,047	61,754	63,501
36	57,371	59,023	60,716	62,449	64,224
37		59,666	61,384	63,144	64,947
38			62,052	63,839	65,670
39			-	64,535	66,393
40					67,116

ADJUNCT FACULTY

Rate 2006-07	'07-'08	'08-'09	'09-'10	'10-'11	
	Adjunct Instructor Hourly Rates				
	YR 1	YR 2	YR 3	YR 4	
A	50.32	52.33	54.43	56.60	58.87
B	52.68	54.79	56.98	59.26	61.63
C	54.06	56.22	58.47	60.81	63.24
D	56.38	58.64	60.98	63.42	65.96

Rate 2006-07	Ranked Adjunct Hourly Rates				
	YR 1	YR 2	YR 3	YR 4	
6	55.48				
7	56.40	57.70	-	-	
8	57.32	58.66	60.01	-	
9	58.24	59.61	61.00	62.41	
10	59.16	60.57	62.00	63.44	64.90
11	60.08	61.53	62.99	64.48	65.98
12	62.28	63.38	64.91	66.46	68.02
13	63.20	64.77	65.92	67.51	69.12
14	64.12	65.73	67.36	68.56	70.21
15	65.04	66.68	68.36	70.06	71.30
16	65.96	67.64	69.35	71.09	72.86
17	66.87	68.60	70.35	72.13	73.94
18	68.73	70.55	72.37	74.22	76.09
19	69.83	71.48	73.37	75.27	77.19
20	70.92	72.62	74.34	76.30	78.28
21	72.02	73.76	75.53	77.31	79.36
22	73.12	74.90	76.71	78.55	80.40
23	74.23	76.04	77.90	79.78	81.69
24	75.32	77.20	79.09	81.01	82.97
25	76.43	78.33	80.29	82.25	84.25
26	77.53	79.49	81.47	83.50	85.54
27	78.64	80.63	82.67	84.72	86.84
28	79.73	81.79	83.86	85.97	88.11
29	80.84	82.92	85.06	87.21	89.41
30	81.94	84.07	86.24	88.46	90.70
31	83.05	85.22	87.44	89.69	92.00
32	84.14	86.37	88.63	90.93	93.27
33	85.25	87.51	89.83	92.17	94.57
34	86.35	88.66	91.01	93.42	95.86
35	87.46	89.80	92.21	94.65	97.16
36	88.50	90.96	93.40	95.89	98.43
37		92.04	94.60	97.13	99.73
38			95.72	98.38	101.02
39				99.55	102.32
40					103.53